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

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GOVERNING BOARD

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

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

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

Clinical Office / Child & Fam
1900 Royalty Drive, Suite 180
Pomona, CA 91767
Phone (909) 766-7340
Fax (909) 865-0730

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

TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD REGULAR MEETING

WEDNESDAY, SEPTEMBER 16, 2026 AT 5:00 P.M.
MHSA ADMINISTRATION BUILDING
2001 NORTH GAREY AVENUE, POMONA, CA 91767

To join the meeting on-line clink on the following link:
https://tricitymhs-org.zoom.us/j/82861434179?pwd=X9GLv1th9M1d6cz5OrR233ybdbu1VF.1
Passcode: awFL+Wy4

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

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

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

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

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

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

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

GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

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

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting at the following Tri-City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: http://www.tricitymha.ca.gov

PRESENTATION

OVERVIEW OF TRI-CITY MENTAL HEALTH AUTHORITY'S MOBILE CRISIS CARE UNIT

CONSENT CALENDAR

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

Recommendation: "A motion to approve the Minutes of the Governing Board Regular Meeting of July 15, 2026."

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

Recommendation: "A motion to receive and file."

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

Recommendation: "A motion to adopt Resolution No. 880 Approving Four New Agency Policies and Procedures - 1) Admission Reaching the 95, 2) SUD Discharge, 3) Toxicology Testing, and 4) Service Animal Access."

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

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

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

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

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

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

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

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

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

Recommendation: "A motion to adopt Resolution No. 885 Approving the Agreement with Sisson Design Group for Space Planning and Design Services at 431 W. Baseline Road, Claremont, CA."

13. SERVICE ENCOUNTER CLAIMS RECONCILIATION AND REPORT

Recommendation: "A motion to receive and file."

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

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

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

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

NEW BUSINESS

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

Recommendation: "A motion to adopt Resolution No. 888 Approving a Revised Loan Agreement For $2,160,000 in Financing for The Development of Senior Affordable and Permanent Supportive Housing Units in the St. Ambrose Episcopal Church Project Located At 155 N. Mountain Avenue in Claremont, California, Authorizing the Executive Director to Execute the Loan Agreement and Take Other Related Actions, and Rescinding Resolution No. 854."

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

Recommendation: "A motion to adopt Resolution No. 889 Approval of Independent Contractor Agreement with Implematix, Inc. for BHSA Implementation Support."

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

Recommendation: "A motion to adopt Resolution No. 890 Final Amendment to CalPERS Retirement Contract to Incorporate PEPRA Language Effective September 17, 2026."

GOVERNING BOARD COMMENTS

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

PUBLIC COMMENT

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

ADJOURNMENT

The Governing Board will meet next in a Regular Meeting to be held on **Wednesday, October 21, 2026 at 5:00 p.m.** in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

ONTSON PLACIDE, MA, LMFT
EXECUTIVE DIRECTOR

MINUTES

GOVERNING BOARD
REGULAR MEETING OF THE GOVERNING BOARD
JULY 15, 2026 – 5:00 P.M.

The Governing Board Regular Meeting was held on Wednesday, July 15, 2026, at 5:00 p.m. in the MHSA Administrative Office located at 2001 North Garey Avenue, Pomona, California.

CALL TO ORDER Chair Leano called the meeting to order at 5:01 p.m.

ROLL CALL Roll call was taken by Administrative Assistant Sara Azzam.

GOVERNING BOARD

PRESENT: Jed Leano, City of Claremont, Chair
Wendy Lau, City of La Verne, Vice-Chair
Lorraine Canales, City of Pomona, Board Member
Paula Lantz, City of Pomona, Board Member (arrived at 5:03 p.m.)
Elizabeth Ontiveros-Cole, City of Pomona, Board Member (arrived at 5:09 p.m.)
Trent West, City of La Verne, Board Member

ABSENT: Sandra Grajeda, City of Claremont, Board Member

STAFF

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

CONSENT CALENDAR

Board Member West requested to pull Item Nos. 1, 5, and 7.

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

At 5:03 p.m., Board Member Lantz arrived to the meeting.

There being no further comment, Vice-Chair Lau moved, and Board Member Canales seconded, to approve the Consent Calendar Item Nos. 2 – 4, 6, 8 - 14. The motion was carried by the following vote: Board Members Canales, Lantz, and West; and Vice Chair Lau; and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Grajeda and Ontiveros-Cole.

DRAFT

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 PROGRAM OFFICER MONTHLY REPORT

Recommendation: "A motion to receive and file."

6. LIZ RENTERIA, MHSA & ETHNIC SERVICES MONTHLY REPORT

Recommendation: "A motion to receive and file."

8. CONSIDERATION OF RESOLUTION NO. 870 REVISING JOB DESCRIPTIONS, ESTABLISHING NEW CLASSIFICATIONS, AND UPDATING THE MASTER CLASSIFICATION AND SALARY SCHEDULE IN SUPPORT OF BEHAVIORAL HEALTH SERVICES ACT (BHSA) INTEGRATED PLAN IMPLEMENTATION

Recommendation: "A motion to adopt Resolution No. 870 revising Job Descriptions, Establishing New Classifications, and Updating the Master Classification and Salary Schedule in Support of Behavioral Health Services Act (BHSA) Integrated Plan Implementation."

9. CONSIDERATION OF RESOLUTION NO. 871 POLICY & PROCEDURE - DELEGATION OF AUTHORITY FOR JOB DESCRIPTION DEVELOPMENT, REVISION, AND CLASSIFICATION MANAGEMENT

Recommendation: "A motion to adopt Resolution No. 871 Approving Delegation of Authority for Job Description Development, Revision, And Classification Management."

10. CONSIDERATION OF RESOLUTION NO. 872 APPROVING THE AFFILIATION AGREEMENT BETWEEN TRI-CITY MENTAL HEALTH AUTHORITY AND CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS MASTER OF SOCIAL WORK GRADUATE PROGRAM, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SAID AGREEMENT EFFECTIVE JULY 16TH, 2026

Recommendation: "A motion to adopt Resolution No. 872 Approving the Affiliation Agreement between Tri-City Mental Health Authority and California State University Dominguez Hills Master of Social Work Graduate Program, And Authorizing the Executive Director to Execute Said Agreement Effective July 16th, 2026."

11. CONSIDERATION OF RESOLUTION NO. 873 APPROVAL OF RENAMING THE MENTAL HEALTH COMMISSION TO THE BEHAVIORAL HEALTH COMMISSION AND ADOPTION OF AMENDED COMMISSION BYLAWS

DRAFT

Recommendation: "A motion to adopt Resolution No. 873 BHC Name Change."

12. CONSIDERATION OF RESOLUTION NO. 874 APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH PRIORITY BUILDING SERVICES, LLC FOR JANITORIAL SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT

Recommendation: "A motion to adopt Resolution No. 874 Approving the Second Amendment to the Agreement with Priority Building Services, LLC for Janitorial Services and Authorizing the Executive Director to Execute the Amendment."

13. CONSIDERATION OF RESOLUTION NO. 875 APPROVAL OF THE FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN TCMHA AND LESAR DEVELOPMENT CONSULTANTS

Recommendation: "A motion to adopt Resolution No. 875 Approval of the First Amendment to Independent Contractor Agreement Between TCMHA And LeSar Development Consultants."

14. CONSIDERATION OF RESOLUTION NO. 876 APPROVING THE CONTRACT WITH JS RISK CONSULTING IN THE AMOUNT NOT-TO-EXCEED $35,000 FOR TRAINING SERVICES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

Recommendation: "A motion to adopt Resolution No. 876 Approving the Contract with JS Risk Consulting in the Amount not-to-exceed $35,000 for Training Services and Authorizing the Executive Director to Execute the Agreement."

NEW BUSINESS

1. APPROVAL OF MINUTES THE JUNE 17, 2026, REGULAR MEETING OF THE GOVERNING BOARD

Board Member West noted that page 10 of the document refers to the Governing Board using the pronoun "he" and suggested revising the language to be inclusive and gender neutral.

Executive Director Placide acknowledged the comment and stated that the correction would be made.

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

There being no further comment, Board Member Lantz moved, and Vice-Chair Lau seconded, to approve the Minutes of the Governing Board Regular Meeting of June 17, 2026. The motion was carried by the following vote: Board Members Canales, Lantz, and West; Vice Chair Lau, and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Grajeda and Ontiveros-Cole.

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5. SEEYAM TEIMOORI, MEDICAL DIRECTOR MONTHLY REPORT

Board Member West asked whether, when services are provided through the agency's street psychiatry program, including the administration of injectable medications, a hospital physician would be able to access that information if the individual were subsequently hospitalized.

Dr. Seeyam Teimoori responded that communication may occur between treatment teams; however, absent authorized information sharing and coordination between providers, access to that information would otherwise be limited.

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

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

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

Board Member West referred to page 54 of the report and noted an opportunity for greater alignment between TCMHA and the Governing Board. He expressed interest in providing Governing Board input on the measurable outcomes, performance targets, and key results that will be used to evaluate organizational success. Board Member West stated that he would like the Governing Board to have an opportunity to review and provide feedback on proposed measures before they are finalized, noting the importance of ensuring that performance indicators reflect community priorities, fiscal stewardship, and the implementation of recent legislation.

Chief Compliance Officer Natalie Majors responded that additional information will be forthcoming through the agency's Total Quality Management process. She noted that an upcoming management tool and related quality management efforts will provide opportunities for feedback and discussion regarding performance measures and organizational outcomes.

Executive Director Placide explained that the agency operates within a two-fold process that includes both state-mandated performance measures and internally developed quality management measures. He stated that several outcomes and indicators are required by the State as part of BHSA and other reporting requirements, while additional measures may be developed locally as part of the agency's broader quality management framework.

At 5:09 p.m., Board Member Ontiveros-Cole arrived at the meeting.

Board Member West reiterated that Governing Board participation in reviewing performance measures would help ensure that targeted outcomes reflect the priorities of the community, align with legislative intent, and support accountability and strategic direction.

Executive Director Placide responded that many of the specific measures referenced by Board Member West are prescribed by State requirements and reporting standards. He noted that those measures will continue to guide agency reporting and performance monitoring as part of the overall quality management process.

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

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

15. CONSIDERATION OF RESOLUTION NO. 877 APPROVING AN AGREEMENT WITH EUNA SOLUTIONS, INC. FOR FINANCIAL MANAGEMENT SOFTWARE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS

Controller Trevor Bogle requested authorization to proceed with the purchase of budgeting and workforce management software consisting of three modules. He stated that the software would improve operational efficiencies by automating several processes that are currently managed manually, including development of the Integrated Plan and annual budget.

Controller Bogle explained that the software includes position control functionality, which the agency does not currently have, and would allow department leaders to view and manage staffing information more effectively. He noted that the software will integrate with the agency's existing general ledger system and provide access to live financial and staffing data.

Controller Bogle reported that the first-year cost is approximately $39,000, with ongoing annual costs of approximately $26,000 thereafter. He stated that annual costs are anticipated to increase by approximately 3% per year over the following three years.

Board Member West asked whether the software expense had been included in the budget. Controller Trevor Bogle confirmed that the cost of the software has been budgeted.

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

There being no further comment, Board Member Lantz moved, and Board Member Canales seconded, to approve an Agreement with Euna Solutions, Inc. for Financial Management Software and Authorizing the Executive Director to Execute the Agreement and Related Documents. The motion was carried by the following vote: Board Members Canales, Lantz, Ontiveros-Cole, and West; Vice Chair Lau, and Chair Leano NOES: None. ABSTAIN: None. ABSENT: Board Member Grajeda.

16. CONSIDERATION OF RESOLUTION NO. 878 AWARDING THE CONTRACT TO ALL AMERICAN BUILDING SERVICES IN THE AMOUNT OF $100,906 FOR THE AIR CONDITIONER INSTALLATION PROJECT FOR 1403 N. GAREY AVE., AND 2001 N. GAREY AVE., IN POMONA, CALIFORNIA, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT

Chief Financial Officer Acosta requested authorization to award a contract to All American for the replacement of five air conditioning units located across two agency buildings.

Board Member West asked whether the expense had been included in the budget.

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Chief Financial Officer Acosta confirmed that funding for the project has been budgeted. Vice-Chair Lau asked whether a 10% contingency amount would be sufficient for the project.

Chief Financial Officer Acosta responded affirmatively and requested input from facilities staff.

Facilities Manager Ramirez stated that the project is being treated as a public works project and is intended to be all-inclusive. He indicated that he was comfortable with 10% contingency and believed it would be sufficient to address potential unforeseen costs.

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

There being no further comment, Board Member Canales moved, and Board Member Ontiveros-Cole seconded, to approve Awarding the Contract to All American Building Services in the amount of $100,906 for the Air Conditioner Installation Project for 1403 N. Garey Ave., and 2001 N. Garey Ave., in Pomona, California, and Authorizing the Executive Director to Execute the Contract. The motion was carried by the following vote: Board Members Canales, Lantz, Ontiveros-Cole, and West; Vice Chair Lau, and Chair Leano NOES: None. ABSTAIN: None. ABSENT: Board Member Grajeda.

17. CONSIDERATION OF RESOLUTION NO. 879 AWARDING THE CONTRACT TO UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES, A LIMITED PARTNERSHIP FOR SECURITY GUARD SERVICES IN THE AMOUNT OF $3,888,252 FOR THREE YEARS (FISCAL YEARS 2027 THROUGH 2029) WITH AN OPTION TO EXTEND THE TERM FOR AN ADDITIONAL TWO YEARS (FISCAL YEARS 2030 AND 2031) IN THE AMOUNT OF $2,790,688 FOR A TOTAL AMOUNT OF $6,678,940 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE CONTRACT

Chief Financial Officer Acosta reported that the agency's agreement with its current security services provider is ending and that a Request for Proposals (RFP) was issued for replacement services. Following the evaluation process, staff selected Allied Universal as the recommended provider. Representatives from Allied Universal were present to answer questions from the Governing Board.

Board Member West disclosed that a relative is employed by Allied Universal and recused himself from discussion and voting on the item. Board Member West left the meeting at 5:19 p.m.

Board Member Lantz commented on the annual contract cost, noting that it exceeded $1 million. Board Member Ontiveros-Cole asked whether the proposed security services would include armed guards. Chief Financial Officer Acosta responded that the contract does not include armed security personnel. She explained that the primary cost driver is the number of security guards required, particularly overnight coverage at facilities that have experienced vandalism and other security concerns. She noted that Allied Universal will collect and provide data to help determine whether overnight security remains necessary at specific locations.

Executive Director Placide asked about the current level of security expenditures. Chief Financial Officer Acosta stated that she did not have the current contract amount immediately available.

Board Member Ontiveros-Cole asked whether the proposal included additional services beyond those currently provided. Chief Financial Officer Acosta explained that security services are currently in place and that the proposed contract includes personnel salary and benefit costs, implementation of metal detector operations, and enhanced service standards. Board Member Ontiveros-Cole requested data supporting those enhancements, and Chief Financial Officer Acosta stated that additional information could be provided in future reports.

Board Member Ontiveros-Cole also asked how many security personnel are currently required. Chief Financial Officer Acosta reported that five security positions are currently utilized and that security services are focused on clinic and office locations. She noted that the proposed increase also reflects coverage for the new Royalty building, which is not included in the current contract.

Executive Director Placide asked whether the Baseline administrative building were included in the scope of services. Chief Financial Officer Acosta responded that they were not and stated that the contract includes flexibility to increase or decrease services as operational needs change.

Board Member Lantz asked whether the Royalty buildings currently have security coverage. Chief Financial Officer Acosta reported that the 1900 building has security services while the 1902 building does not. She added that security personnel operate metal detectors and are dedicated to Tri-City facilities.

Executive Director Placide stated that multiple bids were received and that pricing was comparable among vendors. He explained that the agency is seeking a higher level of security service than is currently being provided and noted that Allied Universal is working with the Los Angeles County Department of Mental Health, which recently transitioned to the company from another provider.

Board Member Canales referenced recent issues involving theft and vandalism of air conditioning equipment and asked whether security personnel would monitor for those types of incidents. Chief Financial Officer Acosta stated that Allied Universal would be informed about security concerns at agency sites and would be expected to remain vigilant regarding those issues.

Board Member Canales asked whether all five buildings would be covered both inside and outside. Chief Financial Officer Acosta confirmed that the scope of services includes both interior and exterior security coverage where appropriate.

Board Member Canales then asked whether all buildings would receive 24-hour security coverage. Chief Financial Officer Acosta explained that security coverage would be determined based on need and that not all sites require around-the-clock staffing. She stated that the primary building requiring enhanced security remains the 2008 facility and noted that facilities staff continuously monitor conditions to ensure appropriate coverage levels. Vice-Chair Lau asked whether the proposed scope of services was developed based on agency input or through Allied Universal's assessment of agency facilities. Chief Financial Officer Acosta stated that the proposed scope was developed based on the agency's operational experience and recommendations from a consultant who conducted a security review. She noted that there is always room for future improvement.

Vice-Chair Lau then asked whether opportunities exist to modify the scope of services over time.

Tad Garabiny, Allied Universal Representative, stated that the company regularly provides services to healthcare organizations and government agencies and is familiar with the scope of work requested by Tri-City. He explained that security services are fluid and that officers serve as the “eyes and ears” of an organization. He stated that Allied Universal will provide data and recommendations if adjustments are needed and that services can be expanded or reduced quickly based on operational requirements.

Vice-Chair Lau asked whether increasing security resources would require additional Governing Board approval. General Counsel Flower stated that adjustments can be made within the approved contract and budget authority. He noted that longer-term or more significant changes may require Governing Board approval depending on the circumstances.

Vice-Chair Lau asked whether the contract would provide flexibility to respond to future threats or safety concerns. General Counsel Flower stated that the Executive Director has authority to respond within the parameters of the agreement and that circumstances requiring significant changes would be evaluated on a case-by-case basis. He noted that additional security needs associated with the Baseline/Royalty facilities may require future Governing Board consideration.

Vice-Chair Lau requested future reporting comparing current and prior security costs. Chief Financial Officer Acosta reported that the cost of the current security contract during the prior year was approximately $1.78 million. Chair Leano asked whether the proposed costs were generally consistent with current expenditures. Chief Financial Officer Acosta stated that staff sought to preserve flexibility while ensuring appropriate security coverage for agency facilities. She emphasized the importance of maintaining a safe environment for staff and clients.

Vice-Chair Lau reiterated the importance of safety for both employees and the individuals receiving services.

Executive Director Placide noted that temporary increases in security staffing are typically limited in duration and can generally be accommodated within existing approval thresholds.

Vice-Chair Lau asked whether metal detectors had already been installed at agency facilities. Chief Financial Officer Acosta confirmed that metal detectors are currently in place and are relatively new.

Board Member Lantz recommended that security assessments be conducted periodically and noted that local law enforcement agencies often provide security recommendations regarding lighting, gates, and other crime prevention measures.

Rick Ward, Security Specialist, stated that comprehensive security assessments are typically conducted after personnel have been deployed for approximately 60 to 90 days, allowing security staff sufficient time to understand site conditions. He explained that the goal is to provide the appropriate level of service while balancing operational needs.

Board Member Canales asked about the use of camera systems and coordination with the Pomona Police Department. Rick Ward stated that responsibility for surveillance systems generally rests with facilities staff; however, security personnel will work closely with law enforcement agencies when requested and will support collaboration efforts.

Chair Leano requested that staff provide a report back to the Governing Board in six months regarding service utilization, effectiveness, and whether security needs have increased or decreased.

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

There being no further comment, Vice-Chair Lau moved, and Board Member Ontiveros-Cole seconded, to approve Awarding the Contract to Universal Protection Service, LP DBA Allied Universal Security Services, a Limited Partnership for Security Guard Services in the amount of $3,888,252 for three years with an Option to Extend the Term for an additional two years in the amount of $2,790,688 for a total Amount of $6,678,940 and Authorizing the Executive Director to Execute the Contract. The motion was carried by the following vote: Board Members Canales, Lantz, Ontiveros-Cole, and West; Vice Chair Lau, and Chair Leano. NOES: None. ABSTAIN: None. ABSENT: Board Member Grajeda.

At 5:40 p.m., Board Member West returned to the meeting.

Tad Garabiny, Allied Universal Representative, thanked the Governing Board and staff and commended the efficiency and professionalism of the meeting process.

Chair Leano expressed his appreciation for the planned air conditioning unit replacements and the improvements they will provide to agency facilities.

GOVERNING BOARD COMMENTS

Chair Leano opened the meeting for Governing Board Comments. There was none.

PUBLIC COMMENT

Chair Leano opened the meeting for Public Comment. There was none.

ADJOURNMENT

At 5:41 p.m., on consensus of the Governing Board, its Regular Meeting of July 15, 2026, was adjourned. The next Regular Meeting of the Governing Board will be held on Wednesday, September 16, 2026, at 5:00 p.m., in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.

Ontson Placide, MA, LMFT
Executive Director

DRAFT

TRI·CITY Mental Health

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **September 16, 2026**

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

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

SUBJECT: **Monthly Executive Director Report**

I. EXECUTIVE SUMMARY

Behavioral Health Services Act (BHSA) Implementation Update
The BHSA Transformation represents one of the most substantial expansions in the agency's history and will enhance Tri-City's service continuum, workforce capacity, infrastructure, and operational capabilities to better meet the behavioral health needs of the communities served.

Current implementation efforts are focused on recruiting and onboarding more than 35+ new positions, developing new programs and service lines, and establishing the operational infrastructure necessary to support BHSA priorities and expanded access to care. Concurrently, staff are developing the policies, procedures, clinical workflows, and quality management systems required to ensure successful program implementation and long-term sustainability.

As part of this transition, Tri-City is advancing the implementation of multiple state-approved Evidence-Based Practices (EBPs). These programs require specialized training, certification, and ongoing implementation support through designated Centers of Excellence and other Department of Health Care Services (DHCS) recognized entities to ensure fidelity to evidence-based service models. The agency is also developing standardized screening and assessment processes to support appropriate service matching and ensure individuals receive the level of care most responsive to their clinical needs.

Substance Abuse Prevention and Treatment – (SUPT)
Tri-City has also made significant progress in expanding its Substance Use Prevention and Treatment Services (SUPT) continuum. The agency has successfully obtained its DHCS Substance Use Disorder Program License and is currently completing final certification requirements through the Los Angeles County Substance Abuse Prevention and Control (SAPC) Division. Upon completion of certification, Tri-City will be authorized to provide a range of new substance use disorder treatment services within its integrated behavioral health continuum.

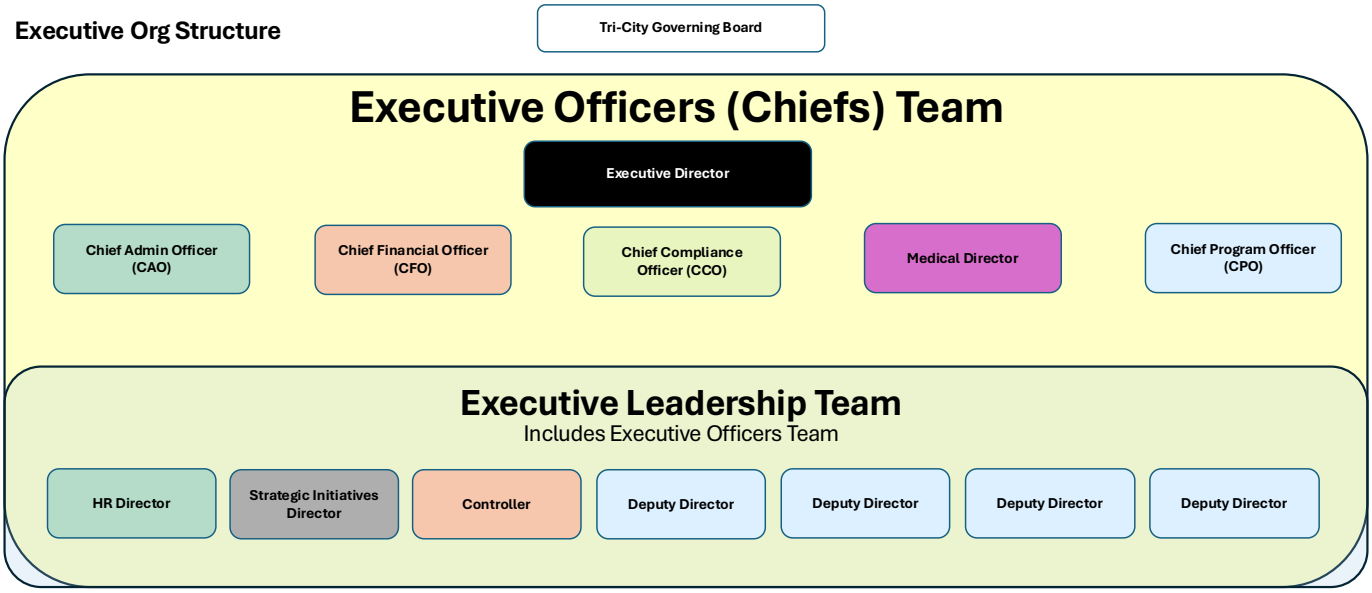
LACDMH Collaboration
Tri-City continues to work collaboratively with the Los Angeles County Department of Mental Health (LACDMH) on the development of a new overarching contractual framework designed to expand service authority and enhance Tri-City's operational role within its jurisdiction. When finalized, this agreement would strengthen the agency's ability to provide a broader range of behavioral health services locally, increase access to care for community members, and reinforce Tri-City's position as the primary public behavioral health provider serving Claremont,

La Verne, and Pomona. Staff will continue to keep the Governing Board informed as negotiations and implementation planning progress.

Infrastructure

To support the scope and complexity of this organizational transformation, Tri-City has continued to strengthen its executive and leadership infrastructure. Recent enhancements include the appointment of Sheryll Prinz-McMillan as Chief Administrative Officer and the promotion of Erin Sapinoso to the newly established Strategic Initiatives Director position. The agency has also expanded its executive structure through the formation of an Executive Officers Team and the growth of the Executive Leadership Team (see below attachment). These strategic investments in leadership capacity are intended to support organizational growth, regulatory compliance, operational excellence, and the successful implementation of BHSA initiatives over the coming years.

Executive Org Structure



II. DEPT. OPERATIONAL ITEMS / PROGRAMS & SERVICES

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

B. Human Resources:

Staffing – Month Ending July 2026:

Total Staff is 234 full-time and 5 part-time (total 239) - plus 120 full-time vacancies 3 part-time vacancies for a total of 358 full-time equivalent positions = **66% Fully staffed**.

There were 2 new hires in July 2026.
There were 2 separations in July 2026.
Workforce Demographics in July 2026:
☐

American Indian or Alaska Native =	0.42%
Asian =	8.37%
Black or African American =	7.53%
Hispanic or Latino =	61.92%
Native Hawaiian or Other Pacific Islander =	0.84%
Other =	2.51%
Two or more races =	2.09%
White or Caucasian =	16.32%

New Posted Positions in July 2026:

Behavioral Health Specialist I/II/III Wellness Center	(1 FTE)
Behavioral Health Specialist I/II/III Adult FSP	(1 FTE)
Nurse Practitioner Supervisor	(1 FTE)
Deputy Director	(3 FTEs)
Communications & Digital Supervisor	(1 FTE)

Staffing – Month Ending August 2026:

Total Staff is 237 full-time and 6 part-time (total 243) - plus 116 full-time vacancies 3 part-time vacancies for a total of 358 full-time equivalent positions = **67% Fully Staffed**

There were 5 new hires in August 2026.
There were 3 separations in August 2026.
Workforce Demographics in August 2026:

☐

American Indian or Alaska Native =	0.41%
Asian =	8.23%
Black or African American =	7.82%
Hispanic or Latino =	61.73%
Native Hawaiian or Other Pacific Islander =	0.82%
Other =	2.47%
Two or more races =	2.06%
White or Caucasian =	16.46%

New Posted Positions in August 2026:

Clinical Therapist I/II Adult FSP	(1 FTE)
Registered Nurse Supervisor	(1 FTE)
Registered Nurse	(2 FTEs)
Peer Support Specialist I/II Mobile Crisis Care	(1 FTE)

Recruitment Activity and JoinTriCity.com Campaign Impact
Building on the Communications Coordinator Recruitment Video Campaign September 2026 update regarding reach and engagement of Tri-City's digital recruitment campaign, Human

Resources reviewed recruitment activity to assess how increased visibility is corresponding with applicant interest. While digital campaign metrics provide insight into how effectively recruitment messaging is reaching prospective candidates, application and candidate-source data provide an additional measure of how that visibility may be translating into recruitment activity.

Early recruitment data indicates **positive growth** corresponding with Tri-City's expanded recruitment marketing efforts.

- From May through August 2026, recruitments generated approximately 500 applications, compared with 315 during the same period in 2025, representing an increase of approximately 58%. This conservative comparison excludes one long-running recruitment to provide a more comparable year-over-year measure.

Applicant-reported recruitment sources also show increased activity compared with the prior year.

- The number of source responses identifying Indeed increased from 90 in 2025 to 230 in 2026, while responses identifying agency social media increased from 7 to 26.
- Overall, 575 recruitment-source responses were recorded during the 2026 comparison period, compared with 323 during the same period in 2025.

These responses reflect how applicants reported learning about Tri-City employment opportunities and provide an additional indicator of the broader reach of recruitment efforts.

C. Information Technology (IT)

The Information Technology Department continued providing day-to-day technology support to agency staff, including help desk services, system administration, cybersecurity monitoring, account management, and technical assistance to support uninterrupted business and clinical operations.

The department successfully completed the agency-wide rollout of SharePoint, providing a modern and secure platform for document management, collaboration, and information sharing across the organization. Information Technology also implemented secure internet connectivity and supporting network infrastructure for newly established agency locations, ensuring operational readiness and reliable access to agency systems and services.

In addition, Information Technology partnered with Accounting and Program Management staff to initiate the agency's budget software implementation project. This effort will support enhanced budgeting, planning, reporting, and financial management capabilities across the organization.

Information Technology continues to support agency operations through technology modernization initiatives, infrastructure improvements, cybersecurity efforts, and responsive end-user support services.

III. NATIONAL & STATEWIDE UPDATES IN BEHAVIORAL HEALTH

California's health care reckoning could soon become Becerra's problem*- Xavier Becerra kept coming back to one figure as he toured a Central Valley dental clinic. "If $200,000 was all it took to get you guys going, I can figure out where to get that," he told Paulo Soares, CEO of Camarena Health, who cobbled together the money from donors to open a new lab as part of the clinic's mission to provide free or low-cost care to the region's poor, largely immigrant population. If other clinics could do the same, he said, "we've got to figure out how to make it work." Politico*

Aggressive' Medicaid crackdowns will hurt children with autism, providers warn- *The Trump administration and states are policing Medicaid spending on autism therapy. Vulnerable children are losing access. One autism therapy provider in Nebraska recently lost half its staff and has a growing wait list of children who can't access services. A small Colorado practice is losing out on tens of thousands of dollars as it continues treating a child whose care was suddenly denied. An autism clinic in New York has stopped accepting Medicaid patients. Politico*

Who Do You Talk to When You're Struggling?*- Who do you talk to when you're struggling? When it feels like you're carrying the weight of the world and there's no way out of the mess you're in—who can you turn to for an honest conversation? I'd bet that for a lot of us, the answer is "no one." Many Americans are suffering in silence, without a spouse, a close friend, or even a co-worker they can lean on when times get tough. The loneliness epidemic has real casualties. Of that, I am absolutely sure. Graphs About Religion – Ryan Burge*

One Personality Trait Linked to More Time in the Hospital, New Study Finds*- A major international genetics study has found that one personality trait may be linked to spending more time in the hospital, highlighting the potential influence personality can have on health outcomes. Newswee*

Kerry Martin: Severe mental illness requires medical care, not a crisis hotline- *With Suicide Prevention Month under way, national campaigns rightly focus on crisis hotlines and raising awareness. But awareness alone cannot treat a severe mental illness, i.e., a neurobiological brain disease. I know this because I am a three-time suicide survivor living with bipolar I. San Diego Union Tribune*

L.A.'s homeless authority is put on notice it will have to compete to save itself*- The Los Angeles Homeless Services Authority has received notice that it will have to compete for its job, likely foreshadowing the breakup of a joint city-county agency that has been the center of local homeless services since the 1990s. Los Angeles Times*

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

AGENDA ITEM NO. 3

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: September 16, 2026

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

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Report of Finance and Facilities

I. EXECUTIVE SUMMARY

UNAUDITED FINANCIAL STATEMENTS FOR THE TWELVE MONTHS ENDED JUNE 30, 2026 (2026 FISCAL YEAR-TO-DATE):

The financials presented herein are the PRELIMINARY and unaudited financial statements for the twelve months ended June 30, 2026. 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 decrease in net position (income) is approximately $4.5 million. MHSA operations accounted for approximately $6.7 million of the decrease, 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 $16.1 million in MHSA funding has been received of which $2.0 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 $14.9 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The increase in net position of approximately $2.2 million is from Clinic outpatient operations, which is the result of operations for the twelve months ended June 30, 2026 which includes one-time payments made at the beginning of the year.

The total cash balance at June 30, 2026 was approximately $61.1 million, which represents a decrease of approximately $8.6 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 increase in cash of approximately $1.8 million primarily as a result timing of cash receipts from LADMH. MHSA operations reflected a decrease in cash of approximately $10.4 million, after excluding intercompany receipts or costs resulting from clinic operations. Total decrease in MHSA cash reflects the receipt of approximately $16.1 million in MHSA funds offset by the use of cash for MHSA operating activities.

Approximately $14.5 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the twelve months ended June 30, 2026.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

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

Overall Facilities Update:

The new leases have been executed and design work has begun on the new spaces at the 1902 Royalty site. Escrow has closed on the new administrative building at 431 W. Baseline Road, next steps will be preparing to occupy the building, the current tenants vacated the building as of March 31, 2026. Next steps will be brought to Board as they develop.

III. ADMINISTRATIVE UPDATES

External

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

Internal

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

IV. ATTACHMENTS

Attachment 5-A: June 30, 2026 Unaudited Monthly Financial Statements

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION

	AT JUNE 30, 2026			AT JUNE 30, 2025		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Current Assets						
Cash	$ 18,965,830	$ 42,093,273	$ 61,059,102	$ 17,961,366	$ 51,687,939	$ 69,649,305
Accounts receivable, net of reserve for uncollectible accounts $704,857 at June 30, 2026 and $527,386 at June 30, 2025	5,665,731	5,405,766	11,071,496	5,537,192	4,375,601	9,912,793
	24,631,560	47,499,039	72,130,599	23,498,558	56,063,540	79,562,098
Property and Equipment						
Land, building, furniture and equipment	4,095,629	13,198,820	17,294,449	4,232,362	10,168,006	14,400,368
Accumulated depreciation	(2,910,720)	(5,347,028)	(8,257,749)	(2,942,061)	(5,194,991)	(8,137,053)
Rights of use assets-building lease	2,195,359	-	2,195,359	-	-	-
Accumulated amortization-building lease	(401,074)	-	(401,074)	-	-	-
Rights of use assets-SBITA	2,813,332	-	2,813,332	1,298,467	-	1,298,467
Accumulated amortization-SBITA	(617,942)	-	(617,942)	(897,052)	-	(897,052)
Total Property and Equipment	5,174,584	7,851,792	13,026,375	1,691,716	4,973,014	6,664,730
Other Assets						
Deposits and prepaid assets	97,215	287,745	384,960	124,101	62,745	186,846
Note receivable-Housing Development Projects	-	3,852,335	3,852,335	-	2,800,000	2,800,000
Total Noncurrent Assets	5,271,799	11,991,872	17,263,671	1,815,817	7,835,759	9,651,576
Total Assests	29,903,359	59,490,910	89,394,269	25,314,375	63,899,299	89,213,674
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	4,600,989	-	4,600,989	5,355,114	-	5,355,114
Total Deferred Outflows of Resources	4,600,989	-	4,600,989	5,355,114	-	5,355,114
Total Assets and Deferred Outflows of Resouces	**$ 34,504,348**	**$ 59,490,910**	**$ 93,995,258**	**$ 30,669,489**	**$ 63,899,299**	**$ 94,568,788**
LIABILITIES						
Current Liabilities						
Accounts payable	690,106	8,618	698,724	624,755	552,315	1,177,070
Accrued payroll liabilities	277,350	473,882	751,231	117,583	350,534	468,118
Accrued vacation and sick leave	701,596	1,448,881	2,150,477	636,548	1,292,202	1,928,750
Deferred revenue	162,261	-	162,261	852,457	-	852,457
Reserve for Medi-Cal settlements	4,482,668	4,655,923	9,138,591	4,324,954	4,161,537	8,486,491
Current portion of lease liability	419,197	-	419,197	-	-	-
Current portion of SBITA liability	413,392	-	413,392	272,492	-	272,492
Total Current Liabilities	7,146,569	6,587,305	13,733,874	6,828,789	6,356,588	13,185,378
Intercompany Acct-MHSA & TCMH	(894,025)	894,025	-	(65,052)	65,052	-
Long-Term Liabilities						
Lease liability	1,375,088		1,375,088	-	-	-
SBITA liability	1,781,998		1,781,998	128,923	-	128,923
Net pension liability	7,984,263	-	7,984,263	9,878,611	-	9,878,611
Unearned MHSA revenue	-	20,513,193	20,513,193	-	6,358,247	6,358,247
Total Long-Term Liabilities	11,141,349	20,513,193	31,654,542	10,007,534	6,358,247	16,365,781
Total Liabilities	17,393,892	27,994,523	45,388,416	16,771,271	12,779,888	29,551,159
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	12,920,180	12,920,180
Deferred inflows related to the net pension liability	1,080,360	-	1,080,360	66,044	-	66,044
Total Deferred Inflow of Resources	1,080,360	-	1,080,360	66,044	12,920,180	12,986,224
NET POSITION						
Invested in capital assets net of related debt	1,184,909	7,851,792	9,036,700	1,290,301	4,973,014	6,263,315
Restricted for MHSA programs	-	23,644,596	23,644,596	-	33,226,218	33,226,218
Unrestricted	14,845,186	-	14,845,186	12,541,872	-	12,541,872
Total Net Position	16,030,095	31,496,387	47,526,482	13,832,173	38,199,232	52,031,405
Total Liabilities, Deferred Inflows of Resources and Net Position	**$ 34,504,348**	**$ 59,490,910**	**$ 93,995,258**	**$ 30,669,489**	**$ 63,899,299**	**$ 94,568,788**

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

ATTACHMENT NO. 3-A

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWELVE MONTHS ENDED JUNE 30, 2026 AND 2025

	PERIOD ENDED 6/30/26			PERIOD ENDED 6/30/25		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	$ 4,715,443	$ 6,645,604	$ 11,361,047	$ 4,622,242	$ 6,821,397	$ 11,443,639
Medi-Cal FFP FYE Prior Year	(207,504)	27,270	(180,233)	1,238,013	1,600,827	2,838,841
Medi-Cal SGF-EPSDT	1,005,316	2,580,968	3,586,284	1,131,098	2,418,611	3,549,709
Medi-Cal SGF-EPSDT Prior Year	56,763	120,851	177,614	630,014	682,574	1,312,588
Medicare	17,131	12,696	29,827	9,420	7,643	17,063
Contracts	-	74,936	74,936	-	32,020	32,020
Patient fees and insurance	-	328	328	-	79	79
Rent income - TCMH & MHSA Housing	13,009	57,905	70,914	12,936	80,613	93,550
Other income	852	914	1,766	737	776	1,512
Net Operating Revenues	**5,601,010**	**9,521,473**	**15,122,483**	**7,644,460**	**11,644,541**	**19,289,001**
OPERATING EXPENSES						
Salaries, wages and benefits	9,670,838	20,726,100	30,396,938	8,980,320	18,347,110	27,327,430
Facility and equipment operating cost	561,353	1,818,678	2,380,031	596,113	1,492,875	2,088,988
Client lodging, transportation, and supply expense	18,948	2,172,239	2,191,188	50,710	515,241	565,950
Depreciation & amortization	418,792	889,765	1,308,557	395,306	835,855	1,231,161
Other operating expenses	1,264,871	7,349,042	8,613,913	1,237,619	2,888,083	4,125,702
Total Operating Expenses	**11,934,802**	**32,955,823**	**44,890,626**	**11,260,068**	**24,079,164**	**35,339,231**
OPERATING (LOSS) (Note 1)	**(6,333,792)**	**(23,434,351)**	**(29,768,143)**	**(3,615,607)**	**(12,434,623)**	**(16,050,230)**
Non-Operating Revenues (Expenses)						
Realignment	6,275,451	-	6,275,451	5,333,727	-	5,333,727
Contributions from member cities & donations	82,236	-	82,236	58,236	-	58,236
MHSA funds	-	14,854,572	14,854,572	-	16,693,035	16,693,035
Grants and Contracts	1,617,205	-	1,617,205	1,547,286	-	1,547,286
Rent Income from the new Admin Building		58,532	58,532		-	-
Interest Income net with FMV	556,823	1,818,401	2,375,225	488,234	2,237,411	2,725,644
Total Non-Operating Revenues (Expense)	8,531,714	16,731,505	25,263,220	7,427,482	18,294,673	25,722,155
INCOME (LOSS)	**2,197,922**	**(6,702,845)**	**(4,504,923)**	**3,811,875**	**5,860,050**	**9,671,925**
INCREASE (DECREASE) IN NET POSITION	**2,197,922**	**(6,702,845)**	**(4,504,923)**	**3,811,875**	**5,860,050**	**9,671,925**
NET POSITION, BEGINNING OF YEAR	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
NET POSITION, END OF MONTH	**$ 16,030,095**	**$ 31,496,387**	**$ 47,526,482**	**$ 13,832,173**	**$ 38,199,232**	**$ 52,031,405**

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

Definitions:
Medi-Cal FFP= Federal Financial Participation Reimbursement
Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.
TCMH=Tri-City's Outpatient Clinic
MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
TWELVE MONTHS ENDED JUNE 30, 2026 AND 2025

	PERIOD ENDED 6/30/26			PERIOD ENDED 6/30/25		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	$ 4,823,390	$ 8,970,446	$ 13,793,836	$ 11,568,260	$ 14,931,618	$ 26,499,878
Cash payments to suppliers and contractors	(2,035,470)	(8,045,395)	(10,080,866)	(2,181,086)	(5,179,662)	(7,360,748)
Payments to employees	(9,571,932)	(20,446,073)	(30,018,005)	(8,010,992)	(18,231,519)	(26,242,511)
	(6,784,012)	(19,521,022)	(26,305,034)	1,376,182	(8,479,563)	(7,103,381)
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	16,089,338	16,089,338	-	21,398,760	21,398,760
CalHFA-State Administered Projects	-	-	-	-	532	532
Realignment	6,937,945	-	6,937,945	3,655,351	-	3,655,351
Contributions from member cities	82,236	-	82,236	58,236	-	58,236
Grants and Contracts	1,084,404	(4,448,850)	(3,364,446)	1,790,436	-	1,790,436
	8,104,584	11,640,488	19,745,072	5,504,023	21,399,291	26,903,314
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(30,865)	(3,324,420)	(3,355,285)	(166,619)	(265,866)	(432,485)
Note receivable from Housing Development Projects	-	(1,052,335)	(1,052,335)	-	-	-
Intercompany-MHSA & TCMH	(828,973)	828,973	-	(242,466)	242,466	-
	(859,838)	(3,547,782)	(4,407,620)	(409,085)	(23,400)	(432,485)
Cash Flows from Investing Activities						
Interest received	574,797	1,934,533	2,509,329	390,141	1,863,237	2,253,377
	574,797	1,934,533	2,509,329	390,141	1,863,237	2,253,377
Net Increase (Decrease) in Cash and Cash Equivalents	1,035,531	(9,493,783)	(8,458,253)	6,861,260	14,759,565	21,620,825
Cash Equivalents at Beginning of Year	17,961,366	51,687,939	69,649,305	11,061,930	36,745,684	47,807,614
Cash Equivalents at End of Month	**$ 18,996,897**	**$ 42,194,156**	**$ 61,191,052**	**$ 17,923,190**	**$ 51,505,249**	**$ 69,428,439**
Cash from the Balance Sheet	**18,965,830**	**42,093,273**	**61,059,102**	**17,961,366**	**51,687,939**	**69,649,305**
YTD Gain/(Loss) from GASB 31 Fair Market Value	**$ (31,067)**	**$ (100,883)**	**$ (131,950)**	**38,176**	**182,689**	**220,865**

Definitions:

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

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
TWELVE MONTHS ENDING JUNE 30, 2026
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	$ 4,931,785	$ 8,889,839	$ (3,958,054)	$ 7,043,981	$ 10,497,998	$ (3,454,017)	$ 11,975,766	$ 19,387,837	$ (7,412,071)
Medi-Cal FFP Prior Year	(226,285)	-	(226,285)	29,675	-	29,675	(196,610)	-	(196,610)
Medi-Cal SGF-EPSDT	1,044,866	906,674	138,192	2,756,572	2,274,388	482,184	3,801,438	3,181,062	620,376
Medi-Cal SGF-EPSDT Prior Year	61,901	-	61,901	131,789	-	131,789	193,690	-	193,690
Medicare	17,131	9,500	7,631	12,696	5,000	7,696	29,827	14,500	15,327
Patient fees and insurance	-	-	-	328	-	328	328	-	328
Contracts	-	-	-	74,936	-	74,936	74,936	-	74,936
Rent income - TCMH & MHSA Housing	13,009	13,536	(527)	57,905	92,620	(34,715)	70,914	106,156	(35,242)
Other income	852	-	852	914	-	914	1,766	-	1,766
Provision for contractual disallowances	(255,892)	(796,327)	540,435	(573,980)	(1,277,239)	703,259	(829,872)	(2,073,566)	1,243,694
Provision for contractual disallowances prior year	13,644	-	13,644	(13,343)	-	(13,343)	300	-	300
Net Operating Revenues	**5,601,010**	**9,023,222**	**(3,422,212)**	**9,521,473**	**11,592,767**	**(2,071,294)**	**15,122,483**	**20,615,989**	**(5,493,506)**
OPERATING EXPENSES									
Salaries, wages and benefits	9,670,838	11,732,153	(2,061,314)	20,726,100	26,104,633	(5,378,532)	30,396,938	37,836,785	(7,439,847)
Facility and equipment operating cost	561,353	603,334	(41,981)	1,818,678	1,695,906	122,772	2,380,031	2,299,240	80,791
Client program costs	18,948	53,336	(34,388)	2,172,239	613,476	1,558,763	2,191,188	666,812	1,524,376
Grants	399,211	1,318,264	(919,053)	4,620,340	133,649	4,486,691	5,019,552	1,451,913	3,567,639
MHSA training/learning costs	-	-	-	21,735	96,971	(75,236)	21,735	96,971	(75,236)
Depreciation & amortization	418,792	181,420	237,372	889,765	609,306	280,459	1,308,557	790,726	517,831
Other operating expenses	865,659	713,387	152,272	2,706,966	2,384,372	322,594	3,572,626	3,097,759	474,867
Total Operating Expenses	**11,934,802**	**14,601,894**	**(2,667,091)**	**32,955,823**	**31,638,313**	**1,317,511**	**44,890,626**	**46,240,206**	**(1,349,580)**
OPERATING INCOME (LOSS)	**(6,333,792)**	**(5,578,672)**	**(755,121)**	**(23,434,351)**	**(20,045,546)**	**(3,388,805)**	**(29,768,143)**	**(25,624,217)**	**(4,143,926)**
Non-Operating Revenues (Expenses)									
Realignment	6,275,451	3,655,350	2,620,101	-	-	-	6,275,451	3,655,350	2,620,101
Contributions from member cities & donations	82,236	70,236	12,000	-	-	-	82,236	70,236	12,000
MHSA Funding	-	-	-	14,854,572	14,854,572	-	14,854,572	14,854,572	-
Grants and contracts	1,617,205	2,609,204	(991,999)	-	-	-	1,617,205	2,609,204	(991,999)
Rent Income from the new Admin Building	-	-	-	58,532	-	58,532	58,532	-	58,532
Interest (expense) income, net	556,823	474,181	82,642	1,818,401	2,221,620	(403,219)	2,375,225	2,695,801	(320,576)
Total Non-Operating Revenues (Expense)	**8,531,714**	**6,808,971**	**1,722,743**	**16,731,505**	**17,076,192**	**(344,687)**	**25,263,220**	**23,885,163**	**1,378,057**
INCREASE(DECREASE) IN NET POSITION	**$ 2,197,922**	**$ 1,230,299**	**$ 967,623**	**$ (6,702,845)**	**$ (2,969,354)**	**$ (3,733,492)**	**$ (4,504,923)**	**$ (1,739,054)**	**$ (2,765,869)**

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
TWELVE MONTHS ENDING JUNE 30, 2026

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 approximately $5.5 million for the following reasons:

1 **Medi-Cal FFP revenues for FY 2025-26** were $7.4 million lower than the budget. Medi-Cal FFP revenues were $4.0 million lower for TCMH and approximately $3.5 million lower for MHSA. At TCMH, the adult program revenues were lower than the budget by $2.7 million and the children program revenues were lower by $1.3 million. For MHSA, the adult and older adult FSP programs were lower than budget by $2.7 million and the Children and TAY FSP programs were lower by $760 thousand. Due to interim cost report settlements for fiscal years 2018-19 and 2019-20, a total of $197 thousand from prior year Medi-Cal FFP revenutes were reduced from the current year operations.

2 **Medi-Cal SGF-EPSDT revenues for fiscal year 2025-26** were higher than budget by $620 thousand of which approximately $138 thousand higher were from TCMH and $482 thousand higher were from MHSA. Due to the interim cost report settlements as was mentioned above, an additional $197 thousand in prior years Medical SFG-EPSDT was recorded to the current fiscal year operations. 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 $15 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 $75 thousand higher than the budget from MHSA.

5 **Rent Incomes** are lower than the budget by $35 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 $1.2 million due to lower revenues.

Operating Expenses

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

1 **Salaries and benefits** are $7.4 million lower than the budget and of that amount, salaries and benefits are $2.0 million lower for TCMH operations and are $5.4 million lower for MHSA operations. These variances are due to the following:

TCMH salaries are lower than the budget by $1.0 million due to vacant positions. Benefits are also lower by $898 thousand. Benefits are budgeted as a percentage of the salaries. Therefore, when salaries are lower, benefits will also be lower. Additionally, the implementation of GASB Statement No. 68 required the recording of Tri-City's Net Pension Liability as a proportionate share of the CalPERS Miscellaneous Cost Sharing Plan. Each year a new actuarial valuation is prepared by CalPERS which not only changes the Net Pension Liability, but the associated Deferred Outflows of Resources and Deferred Inflows of Resources, all of which are netted with pension expense. This year the overall result was a net credit of $125 thousand to pension expense.

MHSA salaries are lower than budget by $3.5 million. The direct program salary costs are lower by $1.8 million due to vacant positions and the administrative salary costs are lower than the budget by $1.7 million. Benefits are lower than the budget by $1.9 million due to lower health insurance of $528 thousand, retirement costs of $1.1 million, state unemployment insurance of $152 thousand and medicare tax and others of $64 thousand.

2 **Facility and equipment operating costs** were higher than the budget by $81 thousand mainly due to the Laptop Refresh project replacing over 230 new laptops for all staff, funded by CFTN plan.

3 **Client program costs** are higher than the budget by $1.5 million due to a payment of $1.9 million to the City of Pomona's Hope for Home Year-Round Emergency Shelter for the exclusive 71 beds to support emergency shelter for TCMHA clients.

4 **Grants for fiscal year 2025-26** are $3.6 million higher than the budget. These are the sub-grants awarded under the Mental Health Student Services Act program and the community grants under the MHSA PEI Community Wellbeing project. Additionally, under MHSA CSS plan a grant in the amount of over $4.4 million was contributed toward the City of Pomona's Modular Housing Project. Funds granted for this project will be used to purchase and install 16 modular housing units to provide much-needed housing resources within the community.

TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
TWELVE MONTHS ENDING JUNE 30, 2026

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)

5 **MHSA learning and training costs** are $75 thousand lower than the budget.

6 **Depreciation and amortization** are approximately $518 thousand higher than the budget mainly due to the GASB96.

7 **Other operating expenses** were higher than the budget by $475 thousand of which $152 thousand higher were from TCMH and $323 thousand higher were from MHSA. Overall, the higher costs were due to higher security expense, personnel recruiting costs, professional fees and liability insurance. These higher costs are offset with lower attorney fees.

Non-Operating Revenues (Expenses)

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

1 **TCMH non-operating revenues** are $1.7 million higher than the budget. Of that, realignment fund was higher than the budget by $2.6 million due to the State's reconciliation of Sales Tax and Vehicle License Fee for fiscal years 2023-24 to 2024-25 and an increase in fiscal year 2025-26 Sales Tax Base. Contributions from member cities were higher by $12 thousand, grants and contracts were lower by $992 thousand, and lastly, interest income net with fair market value was higher than budget by $83 thousand.

2 **MHSA non-operating revenue** is in line with the budget.
In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

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

	Actual	Budget	Variance
CSS funds received and available to be spent	$ 10,424,618	$ 10,424,618	$ -
PEI funds received and available to be spent	3,408,921	3,408,921	-
WET funds received and available to be spent	-	-	-
CFTN funds received and available to be spent	-	-	-
INN funds received and available to be spent	1,021,033	1,021,033	-
Non-operating revenues recorded	$ 14,854,572	$ 14,854,572	$ -

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

Rent Income from the New Admin Building is $59 thousand since the close of escrow of the newly purchased building on 431 W. Baseline Rd., Claremont on January 15, 2026. The tenant has since moved out of the building at the end of March.

Interest income for MHSA net with Fair Market Value is lower than budget by approximately $403 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
TWELVE MONTHS ENDED JUNE 30, 2026 AND 2025

	PERIOD ENDED 6/30/26			PERIOD ENDED 6/30/25		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	$ 4,715,443	$ 6,645,604	$ 11,361,047	$ 4,622,242	$ 6,821,397	$ 11,443,639
Medi-Cal FFP FYE Prior Year	(207,504)	27,270	(180,233)	1,238,013	1,600,827	2,838,841
Medi-Cal SGF-EPSDT	1,005,316	2,580,968	3,586,284	1,131,098	2,418,611	3,549,709
Medi-Cal SGF-EPSDT Prior Year	56,763	120,851	177,614	630,014	682,574	1,312,588
Medicare	17,131	12,696	29,827	9,420	7,643	17,063
Realignment	6,275,451	-	6,275,451	5,333,727	-	5,333,727
MHSA funds	-	14,854,572	14,854,572	-	16,693,035	16,693,035
Grants and contracts	1,617,205	74,936	1,692,141	1,547,286	32,020	1,579,306
Contributions from member cities & donations	82,236	-	82,236	58,236	-	58,236
Patient fees and insurance	-	328	328	-	79	79
Rent income - TCMH & MHSA Housing	13,009	57,905	70,914	12,936	80,613	93,550
Rent Income from the new Admin Building	-	58,532	58,532	-	-	-
Other income	852	914	1,766	737	776	1,512
Interest Income	556,823	1,818,401	2,375,225	488,234	2,237,411	2,725,644
Total Revenues	**14,132,724**	**26,252,978**	**40,385,703**	**15,071,942**	**29,939,214**	**45,011,156**
EXPENSES						
Salaries, wages and benefits	9,670,838	20,726,100	30,396,938	8,980,320	18,347,110	27,327,430
Facility and equipment operating cost	561,353	1,818,678	2,380,031	596,113	1,492,875	2,088,988
Client lodging, transportation, and supply expense	18,948	2,172,239	2,191,188	50,710	515,241	565,950
Depreciation & amortization	418,792	889,765	1,308,557	395,306	835,855	1,231,161
Other operating expenses	1,264,871	7,349,042	8,613,913	1,237,619	2,888,083	4,125,702
Total Expenses	**11,934,802**	**32,955,823**	**44,890,626**	**11,260,068**	**24,079,164**	**35,339,231**
INCREASE (DECREASE) IN NET POSITION	**2,197,922**	**(6,702,845)**	**(4,504,923)**	**3,811,875**	**5,860,050**	**9,671,925**
NET POSITION, BEGINNING OF YEAR	13,832,173	38,199,232	52,031,405	10,020,298	32,339,182	42,359,480
NET POSITION, END OF MONTH	**$ 16,030,095**	**$ 31,496,387**	**$ 47,526,482**	**$ 13,832,173**	**$ 38,199,232**	**$ 52,031,405**

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

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

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

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

AGENDA ITEM NO. 4

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: September 16, 2026

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

FROM: Elizabeth Renteria, LCSW Chief Program Officer

SUBJECT: Monthly Report of Programs Department

I. EXECUTIVE SUMMARY

During this reporting period, Program leadership continued advancing BHSA implementation efforts, including work to outline potential funding and sustainability options for BHSA programs such as Navigators and the Wellness Center. Leadership is also evaluating the viability of sustainability strategies for other programs to support long-term program stability and alignment with organizational priorities.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

Operational work continues across BHSA-related programs and services. The Claremont Library outreach project is now fully operational and is linking individuals to Tri-City services, expanding community access to outreach, engagement, and support. In addition, leadership is reviewing funding and sustainability options for BHSA programs, including Navigators and the Wellness Center, while also assessing potential sustainability approaches for other programs.

Recruitment Video Production and Digital Ad Campaign Project Update
This department will transition to the Chief Administrative Officer in October 2026. The recruitment marketing project advanced during this reporting period following approval of a contract amendment with VMA Communications. The amendment extended services through October 2026 and expanded the scope to include production of a second recruitment video and additional paid advertising to continue recruitment marketing. The new video features staff interviews and footage showcasing Tri-City's collaborative, team-based approach to care across clinical programs.

During July, Communications staff and VMA conducted discovery sessions with staff selected to participate in the video, including leadership and field-based employees from programs such as Full-Service Partnerships and Co-Occurring Services. These discussions supported narrative development, storyboarding, scheduling, and production planning while ensuring representation of the diverse roles that contribute to client care. Filming began across clinical sites in early August, followed by editing, review, and revisions throughout the remainder of the month. The video will be

published in September on YouTube, www.jointricity.com, and incorporated into TCMHA's ongoing digital recruitment campaign across Google, Meta, and LinkedIn.

Diversity, Equity and Inclusion
Over the past several weeks, we have seen an increase in requests for both document translation and in-person interpretation services, particularly for educational presentations and community engagement meetings. This growing utilization reflects the agency's ongoing commitment to language accessibility and alignment with Behavioral Health Services Act (BHSA) requirements. Expanding access to translation and interpretation services supports the agency's equity efforts by reducing language barriers and improving access to information, services, and support for our diverse communities.

Community Behavioral Health Trainings
During the month of July & August, staff provided the training, Compassion Fatigue and Community Resiliency Model (CRM), to community members, service providers, organizations, and partners in the Tri-City service area. A workshop for the Community Resiliency Model (CRM) was provided to staff from JU4Y (Just Us 4 Youth) who offer supportive services to student youth. Planning for internal staff trainings continues and staff trainings are slotted to commence in September of 2026.

Community Wellbeing Grants
Program staff hosted an in-person orientation for the new grantee cohort to welcome participants, review upcoming forms and procedures, and provide information about available resources. During the orientation, two grantees provided presentations highlighting their organizations, programs, and funded projects. The orientation also provided an opportunity for grantees to connect, network, and share information with one another. Additionally, as a part of ongoing engagement and relationship-building efforts, program staff toured grantee organization Healed Women Heal to learn more about its programs and services and better understand the resources available to the community.

Innovations: Psychiatric Advanced Directives (PADs)
Innovations continued to advance the Psychiatric Advance Directives (PADs) project through collaboration, resource development, data review, marketing, and community outreach. The team continued coordinating efforts to review project data and ensure consistency in the creation and publication of PADs. Painted Brain shared a new PADs workbook to complement the PAD Readiness Facilitator Training, which was finalized this month and is scheduled to take place in September. The readiness materials are designed to help community members understand PADs, consider what they may want to include in their directives, and feel prepared to make informed decisions about creating a PAD.

The team also held a launch meeting with Project Return Peer Support Network (PRPSN), the project's contractor supporting PAD facilitation and creation. As PRPSN enters its final contract year, the meeting focused on reviewing what has been working well, identifying areas that may benefit from changes or pivots, and discussing

strategies to increase the number of PADs being created. Moving forward, the team and PRPSN are exploring additional outreach opportunities, including tabling at community agencies and providing PAD facilitation at additional community-based sites. As the project evolves, the focus is on increasing the number of PADs created, as well as increasing overall awareness for how individuals can take an active role in creating their own PAD.

Community Navigators

Spotlight 1: An individual experiencing homelessness and struggling with substance use reached out to a Community Navigator because they were tired of their circumstances and reported wanting to change their life. The individual requested assistance finding an inpatient residential substance abuse treatment program and a Community Navigator discussed available resources, ultimately identifying an inpatient facility with immediate availability. The individual was also assisted with getting their California ID via an ID voucher. The individual was successfully placed in a residential treatment facility and was motivated and ready to begin progressing towards improved wellness.

Spotlight 2 : A single parent was previously highlighted when a Community Navigator helped them and their children secure a motel voucher while permanent housing options were explored. Recently, the Navigator continued supporting the family by connecting them to mental health services and additional housing resources. The family was approved for low-income permanent housing and has now moved into their apartment. The family is extremely happy and grateful to finally have a safe, permanent home.

Peer Mentor Program

During this reporting period, staff continued interviewing and onboarding new peer mentors for the upcoming cohort, which is scheduled to begin training in September.

Spotlight: A peer mentor who joined the January 2026 cohort entered the program with a goal of completing 400 volunteer hours by December 2026. These hours were required to qualify for a State of California-sponsored scholarship to become a Wellness Coach. In addition to fulfilling her responsibilities as a peer mentor, she began volunteering at the Therapeutic Community Garden (TCG), the Wellness Center, and contributed to a policy project at the request of TCMHA staff. She completed 420 volunteer hours by August, surpassing her requirement by 20 hours and achieving her goal more than four months ahead of schedule. Although she has completed the hours needed for the scholarship, she has chosen to remain with the Peer Mentor program. Her accomplishment demonstrates how the Program supports professional development of local college and university students.

Service Learner Program Update

During this reporting period, staff connected with prospective and current service learners to discuss their interests, experience, availability, and professional goals. Interviews were conducted to identify meaningful volunteer opportunities that align with each service learner's strengths and the needs of the agency. Staff also collaborated with Human Resources and agency leadership to explore expanding the Service

Learner Program. These efforts are intended to increase the variety of volunteer opportunities available, strengthen agency programs, and give service learners meaningful hands-on experience within the behavioral health field.

Wellness Center

Preparations continued for the annual job fair, which is slated for October 30th, 2026. The job fair will include on-site interviews and feature over 20 employers. The event will take place from 11:00am to 2:00pm and will be held at the Tri-City Wellness Center.

III. ADMINISTRATIVE UPDATES

Program leadership is developing policies, procedures, and workflows for all current projects to support consistent implementation, compliance, accountability, and operational clarity across departments and programs. A suite of program policies will be brought to the Board in the upcoming months to support program development and ensure programs are implemented with clear standards, oversight, and alignment with organizational expectations. In addition, leadership is working on additional accountability measures for grantees and related partners, including meeting fidelity requirements and completing site visits for grantees who receive funding from Tri-City, to strengthen oversight, reporting consistency, and alignment with program expectations. Recruitment efforts are also underway across the Programs Department to support current and emerging service needs. Interviews are underway for the Deputy Director position, and leadership continues to assess staffing needs across other programs to ensure positions are aligned with program priorities, service capacity, and implementation timelines.

IV. INTERAGENCY COLLABORATION / COMMUNITY PARTNERSHIPS

The Chief Program Officer, along with the Navigators Manager and Housing and Crisis Manager, attended the Homeless Coalition meeting with representatives from the three cities. Participation in this coalition supports continued coordination, information sharing, and collaboration around homelessness-related needs and services across the region.

>>>>>>>>>End of Report

AGENDA ITEM NO. 5

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: September 16, 2026

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 Medical Director

I. EXECUTIVE SUMMARY

During July and August 2026, the Medical Department focused on workforce development, overdose prevention, and strengthening organizational knowledge related to substance use disorder (SUD) treatment. Key activities included expansion of naloxone distribution efforts, a Medication Assisted Treatment (MAT) training provided through the Opioid Response Network (ORN), recruitment activities, and registration for a statewide Assertive Field-Based SUD Services (AFBSS) educational initiative.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

Substance Use Disorder Services and Overdose Prevention

Naloxone distribution efforts continued throughout the organization to improve access to overdose prevention resources for individuals receiving services through Tri-City Mental Health.

Medication Assisted Treatment (MAT) training was provided through the Opioid Response Network (ORN) for psychiatrists, nurse practitioners, nursing staff, and members of the treatment team. The training focused on evidence-based treatment of opioid use disorder, medications for opioid use disorder (MOUD), buprenorphine treatment strategies, and overdose prevention.

Workforce Development and Recruitment

Recruitment efforts continued for psychiatrists and advanced practice providers to support access to psychiatric services and strengthen departmental capacity. Psychiatrists and advanced practice providers were encouraged to participate in continuing medical education (CME) and professional development opportunities to remain current with evolving clinical guidelines and best practices.

Professional Development

Registration was completed for participation in the September 2026 Assertive Field-Based SUD Services (AFBSS) Regional Workshop in Los Angeles County. The workshop will focus on strengthening coordination among mental health, substance use treatment, homeless outreach, and public health systems, as well as emerging best practices for outreach-based behavioral health services.

III. INTERAGENCY COLLABORATION

- Continued collaboration with Best Practices and Compliance teams to strengthen documentation quality, regulatory compliance, and audit readiness.
- Collaboration with executive leadership on clinical policies, procedures, and operational initiatives.
- Collaborated with Training, Human Resources, and leadership teams to support staff training compliance, completion verification, and workforce development initiatives for Medical Department staff.

>>>>>>>End of Report

AGENDA ITEM NO. 6

Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: **September 16, 2026**

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

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

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

I. EXECUTIVE SUMMARY

The Quality, Compliance, and Health Information division continues to uphold the agency's commitment to quality and compliance. Ongoing activities include routine audits, system development, staff training, and outcomes monitoring. Ongoing monitoring activities continue to demonstrate adherence to regulatory, contractual, and organizational requirements.

II. DEPT OPERATIONAL ITEMS / PROGRAMS & SERVICES

The QCH - quality improvement/outcomes team continues to develop our new *Quality Management & Accountability* process which will be implemented within the next few months. This is a monitoring and accountability process that will be added to the existing layers of data and outcomes activities for the QCH team. This new approach has been adapted from both the results-based accountability and total quality management approaches to ensure that TCMHA consistently demonstrates outcomes that meet defined standards, regulatory requirements, and customer expectations, while maintaining clear ownership and responsibility for quality outcomes. The selected quality of care accountability measures will be aligned with the required Department of Health Care Service (DHCS) Behavioral Health Transformation (BHT) Priority Goals, Strategies and Measures.

As an example, one of DHCS BHT Priority Goals is to "Improve care experience" by demonstrating client satisfaction with their *'perception of care with respect to their cultural background'*. For this measure, TCMHA 2026 results showed that 96% of our Adult Client and 85% of Child, Youth, and Family client agreed that Tri-City staff were sensitive to their cultural/ethnic background. The measure comes from the annual Consumer Perception Surveys, which we use to monitor and measure a full range of client experiences with our services and system of care.

In late spring of 2026, the QCH - quality improvement/outcomes team administered Consumer Perception Surveys to 148 clients in Adult Services and 73 clients from Children & Family Services. Respondents consisted of both active clients and discharged clients. Below are key findings from the survey:

	Adult Services	*Child and Family Services*
% Satisfied with their care experience at Tri-City.	88%	89%
% Satisfied with their quality of care.	93%	94%
% Satisfied with the support they had through family, friends, and in the community.	81%	92%
% That have seen an improvement in their ability to better control their life.	79%	84%

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

III. ADMINISTRATIVE UPDATES

To better align the division's title with its scope of responsibilities, the Best Practices Division has been renamed as the Quality, Compliance, and Health Information (QCH) Division. The division is responsible for leading the organization's Quality Assurance, Quality Improvement and Outcomes, Compliance, and Health Information Management functions. The new name more accurately reflects the division's role in supporting regulatory compliance, quality of care monitoring, continuous improvement, and the maintenance of comprehensive and accurate client health records.

AGENDA ITEM NO. 7

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson, Placide, LMFT, Executive Director

BY: Elizabeth Renteria, LCSW, Chief Program Officer
Natalie Majors-Stewart, LCSW, Chief Compliance Officer

SUBJECT: Consideration of Resolution No. 880 Approving Four New Agency Policies and Procedures - 1) Admission Reaching the 95, 2) SUD Discharge, 3) Toxicology Testing, and 4) Service Animal Access

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Summary:

Tri-City Mental Health Authority seeks Governing Board approval of four new agency policies and procedures: 1) Admission Reaching the 95, 2) SUD Discharge, 3) Toxicology Testing, and 4) Service Animal Access. The three Substance Use Disorder (SUD) policies support the Authority's Substance Abuse Prevention and Control (SAPC) contract application, while the Service Animal Access Policy establishes agencywide standards for lawful and respectful access to facilities and services.

Background:

Tri-City Mental Health Authority is pursuing a SAPC contract to support the development and delivery of Substance Use Disorder services consistent with Los Angeles County SAPC standards. As part of the contract application process, SAPC requires prospective providers to demonstrate that policies and procedures are in place to guide key clinical and operational practices. The proposed SUD policies address admission and access expectations, discharge procedures, and toxicology testing practices within the SUD service delivery framework.

The Service Animal Access Policy establishes standards and guidelines to ensure individuals with disabilities are afforded appropriate access to Tri-City facilities and services with their service animals, in accordance with applicable disability access requirements. Collectively, approval of these policies and procedures supports regulatory and contractual compliance, operational consistency, and agency readiness.

Fiscal Impact:

There is no direct fiscal impact associated with approval of these policies and procedures. Approval supports Tri-City's SAPC contract application process and establishes agency standards for service animal access.

Recommendation:

Staff recommend that the Governing Board adopt Resolution No. 880 approving the following policies and procedures, effective September 16, 2026: Admission Reaching the 95, SUD Discharge, Toxicology Testing, and Service Animal Access.

Attachments

Attachment 7-A: Resolution No. 880 - DRAFT

Attachment 7-B: Admission Reaching the 95 Policy and Procedure

Attachment 7-C: SUD Discharge Policy and Procedure

Attachment 7-D: Toxicology Testing Policy and Procedure

Attachment 7-E: Service Animal Access Policy and Procedure

RESOLUTION NO. 880

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING FOUR NEW AGENCY POLICIES AND PROCEDURES - APPROVAL OF FOUR NEW AGENCY POLICIES AND PROCEDURES - 1) ADMISSION REACHING THE 95, 2) SUD DISCHARGE, 3) TOXICOLOGY TESTING, AND 4) SERVICE ANIMAL ACCESS

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 desires to adopt four agency policies and procedures: Admission Reaching the 95, SUD Discharge, Toxicology Testing, and Service Animal Access.

B. The three Substance Use Disorder policies support the Authority's SAPC contract application process and establish agency expectations related to admission access, discharge practices, and toxicology testing. The Service Animal Access Policy establishes standards for access to Authority facilities and services in accordance with applicable disability access requirements.

2. Action

The Governing Board approves and establishes the Authority's Admission Reaching the 95, SUD Discharge, Toxicology Testing, and Service Animal Access policies and procedures, effective September 16, 2026.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Admission Policy Reaching the 95%	**TBA**		**1** of **13**
APPROVED BY: **Governing Board** **Executive Director**	**SUPERCEDES:** New	**ORIGINAL ISSUE DATE:** **New**	**RESPONSIBLE PARTIES:** Elizabeth Renteria, CPO

PURPOSE

The purpose of this policy is to establish inclusive, person-centered admission practices that reduce barriers to substance use disorder treatment, support timely engagement in care, and ensure individuals are not denied services based on abstinence readiness, recent substance use, co-occurring conditions, language needs, or other factors unrelated to clinical appropriateness.

1. POLICY

1.1 This policy outlines provider agency expectations on how to engage individuals who seek substance use disorder (SUD) treatment services and admit them to services that match their personal needs and preferences, including how to offer tailored services when individuals are not sure they can or desire to be entirely abstinent from alcohol and/or illicit drugs.

1.2 SCOPE - This policy applies to all supervisors, Licensed Practitioners of the Healing Arts (LPHA), registered/certified Counselors, Medi-Cal Peer Support Services Specialists, and other staff who provide direct treatment services and/or have a role in client admissions (e.g., staff who answer the phones of callers seeking care). Furthermore, it applies to all levels of care and services provided by the provider agency (e.g., outpatient, intensive outpatient, residential, withdrawal management, Opioid Treatment Programs, Recovery Services, Recovery Bridge Housing and Recovery Housing).

2. DEFINITIONS

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

Lapse: A brief return to substance use following a sustained period of abstinence, despite the client remaining interested in SUD treatment and demonstrating a willingness to re-engage with treatment services.

Relapse: A prolonged episode of substance use during which the client is not interested or open to receiving SUD treatment.

Reaching the 95% (R95): This is an initiative specifically designed to reach the 95% of people who according to national data meet criteria for SUD treatment but either do not want treatment or chose not to access treatment by reducing barriers to care, including but not limited to, updating admission and discharge policies to include admission and delivery of services to those who are not abstinent but are interested in receiving services, do not state a readiness for complete abstinence; developing and implementing a service design that accommodates those who are not ready for complete abstinence; and identifying new collaborative opportunities and/or alternate service locations to better reach this population.

R95 Population: Individuals who most likely did not come to the program with a clear desire to commit to treatment and achieve long-term abstinence but do recognize that their substance use has been problematic and/or are willing to take steps to address those issues through participation in services.

Stages of Change: A model developed by Prochaska and DiClemente that describes individuals as moving through the following five stages when changing a behavior: precontemplation, contemplation, preparation, action, and maintenance.

Toxicology Testing: An optional tool that can be offered alongside other clinical interventions to support clients' individualized goals and used by the treatment team to better inform care. The frequency of toxicology (also known as "drug" or "urinalysis") testing is informed by clinical need. When a person has a clinically unexpected result or declines to test, this should prompt therapeutic discussions with the client and consideration of the client's plan of care, and it does not result in an automatic refusal in admission or discharge from treatment. Provider agency staff prioritize engaging a person in treatment, which may include referrals to additional appropriate services.

Warm Handoff: A transfer of a client from one SUD facility to another that occurs with agreement or at the request of the individual and where the involved provider agency makes every effort to facilitate a successful connection, preferably by ensuring that the individual arrives at the new facility (e.g., intake scheduled and transportation arranged).

3. PROCEDURES

3.1 Referrals: The Department of Public Health, Substance Abuse Prevention and Control's (SAPC) Substance Abuse Service Helpline (SASH), Client Engagement and Navigation Services (CENS) and Connecting to Opportunities for Recovery and Engagement (CORE) Centers, as well as from other County Departments and other referral entities (including self-referrals and walk-ins) will make referrals and this program will accept prospective clients that indicate a desire for treatment services, even if they do not state readiness for complete abstinence from alcohol, tobacco, cannabis, and illicit drugs. Abstinence is not a condition, nor a prerequisite to admission.

3.1.1 Individuals who express ambivalence to services or abstinence need to be encouraged to participate in an intake interview. LPHAs and/or counselors use motivational interviewing skills to encourage treatment participation, no matter how incremental.

3.1.2 The R95 population may be even more hesitant to start care, therefore, it is important to provide service options that match their current needs and preferences with the hope of increasing participation and commitment to reduce use and/or abstinence over time. Key to this approach is our openness to engaging people who may not be immediately interested or open to traditional treatment services and may require more flexibility in the type, frequency and intensity of services to help to increase that readiness.

3.2 Accommodations: People cannot and will not be turned away or denied services because of their need or preference to receive services in a language other than English, including those who are deaf or hard of hearing, or who are visually impaired. Appropriate interpreter services must be provided to support admission.

3.2.1 To help establish certain sites as specialized service locations and to promote increased referrals / admissions, the program prioritizes hiring and training of LPHAs and/or counselors to deliver services in the primary language(s) of the populations served and may assist select staff to become certified translators.

3.2.2 All clients who enter any SUD facility needing language assistance services will at minimum receive a screening conducted in their preferred language to ensure appropriate referrals, if needed.

3.2.3 Only after this screening can a warm hand-off to partner provider agency be offered and facilitated so the individual can receive services in their preferred language rather through translation services.

3.2.4 If there is not another available provider agency to deliver services in the preferred language, the individual cannot be turned away and translation services are procured.

3.2.5 When a person needs language assistance services, meaning translation of written materials and/or oral or sign language interpretation, to participate in the intake, assessment, and/or treatment services (e.g., individual, group sessions), program staff will initiate these services timely by contacting the TCMHA DEI coordinator.

3.2.6 Clients will be provided all necessary interpreter / translation services at no-cost to appropriately participate in treatment services and address their treatment goals. This is important to ensuring that anybody seeking care does not experience service barriers based on ability to understand the treatment sessions.

3.2.7 Additional inquiries on availability of subsidized interpretation services for a limited number of languages can be directed to SAPC at EPS@ph.lacounty.gov.

3.3 Same Day Admissions: Every effort will be made to offer individuals same-day intake and admission appointments (e.g., establishing flex in counselor and clinician schedules to accommodate same-day appointments, utilizing empty slots and no-shows to schedule appointments) to better ensure that those who reach out for care ultimately receive services.

3.3.1 Prospective clients must be provided referrals and connected to another organization with availability if a same-day intake and assessment cannot be accommodated. Individuals who prefer to wait for the intake appointment must be seen as follows:

3.3.2 Outpatient (ASAM 1.0), appointments must be completed within a maximum of 10 business days from the date of first contact (e.g., referral or screening date)

3.3.3 Prospective clients cannot be asked to call back or wait for appointments as a demonstration of treatment commitment. This is not best practice and is counter to the goals of the R95 initiative to broaden treatment access.

3.4 Admission Criteria: All efforts are made to admit individuals who indicate a desire to receive services which includes, but is not limited to:

3.4.1 Results of a toxicology test, whether “positive” or negative”, is not a fixed requirement or prerequisite to program admission for any level of care, including but not limited to OTP, withdrawal management, and residential. It can be used as one of the many tools, including clinical assessment and judgement, to determine appropriate services.

3.4.2 Neither a positive nor negative toxicology test is a prerequisite for admission with an exception for contingency management for which toxicology testing is a required component of the treatment.

3.4.3 Individuals who disclose recent substance use (e.g., in the previous 24 hours) or test “positive” are still eligible for admission to the program, provided that there are no acute medical or behavioral symptoms requiring resolution at a different level of care.

3.4.4 Clients who lapse are not automatically transferred or discharged to emergency services, withdrawal management, or hospital settings unless the client has medical symptoms that these levels of care are necessary to resolve.

3.4.5 It is not a standard practice to refer clients for medical clearance solely because of substance use and the decision to transfer a client is based on what is clinically appropriate for the client determined through consultation with qualified professionals.

3.4.6 Individuals with any mental health diagnoses, including those that are mild, moderate, or severe, are welcome and admitted to services if they are functionally able to participate in SUD services.

3.4.7 A prior severe mental health diagnosis (e.g., schizophrenia, bipolar disorder, schizoaffective disorder) does not result in an automatic denial of admission. Instead, the functional status of clients must be the focus of admission considerations since someone with a prior diagnosis of schizophrenia

may be sufficiently psychiatrically stable to functionally participate in an admission or may have previously been misdiagnosed because of substance-induced psychiatric symptoms.

3.4.8 The treatment team will work with their mental health provider(s) to support mental health treatment (including but not limited to medication) adherence as applicable and/or if symptoms impact program participation. A mental health diagnosis, use of prescribed psychiatric medications (including controlled substance medications) and/or history or suicide attempts, are not in and of themselves a reason to refuse care or admission, as people with serious psychiatric conditions can also be simultaneously clinically capable of participating in SUD treatment services. In instances where the individual would benefit from mental health services that are not directly provided by the admitting treatment team, the treatment team provides appropriate care coordination with mental health providers to ensure needed mental health care concurrent with SUD services.

3.4.9 Individuals who are treated with Addiction Medication (also known as Medications for Addiction Treatment (MAT) such as methadone, buprenorphine, naltrexone, and other addiction medications, are welcome and admitted to services and are not required to discontinue or taper use as a condition of admission, unless this is determined to be clinically advisable by a clinician practicing within their scope of practice. All clients with an opioid, alcohol, stimulant, cannabis, tobacco, and/or sedative use disorder are educated about MAT, medications for withdrawal management, and related medication services so they understand the appropriate medication treatment options and are supported in referral and receipt when desired or needed.

3.4.10 Clients who are currently prescribed controlled substance medications, such as benzodiazepines, opioids not FDA-approved for opioid use disorder, and psychostimulants, are welcome and admitted to services. Admission is not contingent upon the client tapering down on and/or discontinuing currently prescribed controlled substance medications. Following admission, clients are provided an individualized assessment of the risks and benefits of their current medication treatments, which should inform the plan of care that addresses whether the client should consider adjustments in their medication regimen, and clients are provided (directly or through referral) with medication services to support appropriate medication adjustments.

3.4.11 Individuals with medical conditions are welcome and admitted to services if they are functionally able to participate in SUD services. The treatment team will work with the client's physical health provider(s) (which may be provided directly or through referral to local hospitals, urgent care centers, or community health centers) to support addressing the client's medical conditions as necessary.

3.4.12 Individuals who are eligible for but not enrolled in Medi-Cal, or who need benefits transferred from another County, including all individuals without documentation who are now eligible for Medi-Cal (ages 26 through 49 effective January 1, 2024).

3.4.13 Individuals are not denied admission because their Medi-Cal benefits is not yet active in Los Angeles County.

3.4.14 Reimbursable care coordination services are used to support clients in the Medi-Cal enrollment, transfer, and reenrollment process.

3.4.15 Priority admission for individuals who are pregnant and/or for individuals who inject drugs (at minimum interim services will be provided with 48 hours in these circumstances).

3.4.16 Individuals involved with or exiting the criminal justice system, including those who indicate that they have not recently used substances (including, but not limited to, for reasons of recent incarceration).

3.4.17 People who use tobacco products should be offered support for and immediate access to smoking treatment including medications, counseling, and support such as though the CA Smoker's Helpline.

3.4.18 Readmissions are permitted and appropriate to support individuals who may lapse or relapse and return to the program seeking care. There is no minimum amount of time before an individual can be readmitted to services. SUD is a chronic and relapsing condition, and we expect to encounter clients who experience a changing interest in care.

3.4.19 Meet medical necessity criteria

3.4.20 Outpatient Services are provided prior to determination of a diagnosis or prior to determination of whether access criteria are met. Therefore, new clients

are admitted to and receive services while the American Society of Addiction Medicine (ASAM) assessment is being completed for up to 30-days for adults (21 and older) and 60-days for youth (20 and younger) and people experiencing homelessness (PEH). During circumstances when a diagnosis has not yet been determined by an LPHA during these timeframes, the appropriate Z-code is used for billing.

3.4.21 Youth 17 Years of Age and Under

3.4.22 Meet criteria for at least one diagnosis from the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders; OR

3.4.23 Meet criteria for at least one diagnosis from the current DSM for Substance-Related Disorders and Non-Substance-Related Disorders prior to being incarcerated or during incarceration as determined by substance use history; OR

3.4.24 Meet Early and Periodic Screening, Diagnostic and Treatment (EPSDT) criteria to ameliorate or correct a substance misuse related condition. Services need not be curative or completely restorative to ameliorate a substance use condition, including substance misuse and substance use disorder (SUDs). Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services; AND

3.4.25 Complete SAPC Youth Assessment if meet DSM Criteria or ASAM screener for Youth and Young Adults if meet EPSDT Criteria within the specified time periods per the County Provider Manual.

3.4.26 Young Adults 18 through 20 Years of Age

3.4.27 Meet criteria for at least one diagnosis from the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders; OR

3.4.28 Meet criteria for at least one diagnosis from the current DSM for Substance-Related Disorders and Non-Substance-Related Disorders prior to

being incarcerated or during incarceration as determined by substance use history; OR

3.4.29 Meet Early and Periodic Screening, Diagnostic and Treatment (EPSDT) criteria to ameliorate or correct a substance misuse related condition. Services need not be curative or completely restorative to ameliorate a substance use condition, including substance misuse and substance use disorder (SUDs). Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services; AND

3.4.30 Complete ASAM CONTINUUM assessment if meet DSM Criteria or ASAM screener for Youth and Young Adults if meet EPSDT Criteria within the specified time periods per the County Provider Manual.

3.4.31 Adults 21 Years of Age and Older

3.4.32 Must meet criteria for at least one diagnosis from the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders; OR

3.4.33 Meet criteria for at least one diagnosis from the current DSM for Substance-Related Disorders and Non-Substance-Related Disorders prior to being incarcerated or during incarceration as determined by substance use history; AND

3.4.34 Complete the ASAM CONTINUUM assessment within the specified time periods per SAPC's Provider Manual.

3.4.35 Every effort will be made to admit individuals seeking care and to better outreach to and engage those who need care but aren't seeking it out. If an individual would not benefit from services at this provider agency or location but would benefit from services provided at a separate provider agency in SAPC's network, a referral and connection will be made to that the agency better equipped to meet the needs of the individual seeking care.

3.4.36 Providing contact information for a different location or provider agency without a facilitated handoff to schedule an intake is insufficient.

3.4.37 Staff will contact the new provider agency and secure a same-day appointment if available and provide transportation to the location. If a same-day appointment is not available, a new location will be identified.

3.4.38 Use www.RecoverLA.org, or the web-based SAPC Provider Directory – Service and Bed Availability Tool (SBAT) to help.

3.5 Admission and Intake Process: Provider agency staff must make every effort to ensure that the process of enrolling into treatment welcomes clients into care and takes into account how much each individual can effectively accomplish or tolerate without becoming overwhelmed. This means that individual's needs are considered before the needs of the program or process; and clinical documentation may need to completed over multiple sessions. This is to better ensure the individual returns for subsequent services.

3.6 Informational Materials: Ensure that all clients seeking services are provided key materials upon arrival and at the beginning of the admission process to ensure clear understanding of their rights and opportunities, including:

3.6.1 Ensure copies of the SAPC Patient Handbook are available in the waiting room and an electronic or printed copy are provided immediately to the individual in their preferred language. Available in all threshold languages here: http://publichealth.lacounty.gov/sapc/PatientPublic.htm?hl

3.6.2 Signs are posted in prominent areas (e.g., waiting room) notifying prospective and current clients of nondiscrimination policies, no-cost access to interpreter services, and no-cost services if Medi-Cal eligible or enrolled (unless subject to mandated sliding scale contribution).

3.6.3 Patient orientation video is played in waiting rooms and other key locations as needed to ensure new and current clients understand services and the no-cost benefits package. Available here: http://publichealth.lacounty.gov/sapc/PatientPublic.htm?hl

3.7 Diversity, Equity and Inclusion (DEI):

3.7.1 Individuals are admitted and served without regard to or because of race, color, creed, religion, ancestry, national origin, sex, sexual preference, gender identity, age, physical or mental disability, marital status, HIV/AIDS status, Hepatitis A/B/C status, legal status, political affiliation or ability to pay.

3.7.2 Services must be tailored to the cultural and linguistic needs, as well as gender identity considerations of individuals seeking care and within the target community.

3.8 Service Environment: Each treatment site and level of care creates an inviting and engaging clinical environment that is conducive to the delivery of high-quality healthcare services and demonstrates to clients their value; and supports clients with variable levels of commitment and different readiness for abstinence.

3.8.1 Investments are made to create and maintain this type of environment. Examples include:

3.8.2 Lighting that is warm and inviting as opposed to sterile lighting.

3.8.3 Walls that are painted in cohesive colors that are reflective of the clients and community served as opposed to institutional appearances and colors.

3.8.4 Furniture that is coordinated, comfortable, reflective of a clinical waiting area or home-like environment, and not mismatched, worn, or institutional or sterile-appearing.

3.8.5 Clients who are at different Stages of Change participate in group activities together when they have aligned recovery and abstinence goals.

3.8.6 Programing is individualized for each client in treatment, and programs cannot develop fixed programs, such as a set program for those who commit to abstinence at admission and a separate fixed program for those that do not. Clients with different goals of care can be placed in groups together when there is a clinical rationale that supports the goals of each client, such as groups focused on life skills, problem solving, cognitive behavioral therapy, or other topics not centered around abstinence.

3.9 Staff Training and Development: All administrative and direct service staff (e.g., registered or certified counselors, LPHAs, Peer Support Services Specialists) working at treatment sites must participate in the following activities:

3.9.1 Training upon hire, and minimally overview updates annually thereafter, on the admission policy and demonstrate understanding of its requirements by attending an approved provider agency or SAPC training, including:

3.9.2 Understand the difference between readiness for *treatment* and readiness for *abstinence*.

3.9.3 Training on Motivational Interviewing (MI) techniques with an emphasis on client engagement during the admission process and service delivery throughout their treatment episode for clients who are and are not ready for abstinence.

3.9.4 How to create a service environment that is welcoming and available to clients with varied recovery and abstinence goals.

3.9.5 Ensuring service type and frequency is tailored to the individual needs of each client and not standardized for all admissions.

3.9.6 Basic training on the R95 population including demographics and various SUD and other health service needs.

3.9.7 Training on Prochaska and DiClemente's Stages of Change and key characteristics and process of each stage of change.

3.9.8 Conduct regular staff meetings and dialogue on at least an annual basis with a focus on ensuring that all staff can contribute to the discussion, design and implementation of strategies that effectively lower the bar for SUD treatment admissions and better serve the R95 population, which may be incorporated within the annual training or other forums.

4. REFERENCES

4.1 California Code of Regulations, Title 9 – Substance Use Disorder Services

4.2 Welfare and Institutions Code § 14000 et seq.

4.3 Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC), *Substance Use Disorder Treatment Services Provider*

Manual, Version 10.0, last updated August 2025, including but not limited to Section 2, Client Service Standards; Access to Care; Timeliness and Access Standards; Determining Medical Necessity; Intake and Enrollment; Required Forms; Required Processes; Culturally and Linguistically Appropriate Services; and Service Delivery Options.

4.4 Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC), applicable Bulletins, Information Notices, and provider requirements related to admission, intake, medical necessity, documentation, access to care, language assistance, and Reaching the 95% expectations.

4.5 Los Angeles County Department of Mental Health – applicable provider requirements for coordination of mental health services and integrated care.

4.6 Substance Abuse and Mental Health Services Administration (SAMHSA) guidance related to substance use disorder treatment access, engagement, priority populations, and person-centered care.

4.7 United States Department of Health and Human Services, Office for Civil Rights – federal civil rights, nondiscrimination, language access, and disability access requirements.

4.8 United States Department of Justice, Civil Rights Division – Americans with Disabilities Act and related civil rights guidance, as applicable.

5. FORMS

5.1 Exhibit A – Intake Packet

5.2 Exhibit B – Admission Agreement

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
SUPT Discharge Policy	TBA		1 of 7
APPROVED BY: Governing Board **Executive Director**	**SUPERCEDES:** NEW	**ORIGINAL ISSUE DATE:** **NEW**	**RESPONSIBLE PARTIES:** **Elizabeth Renteria, CPO**

PURPOSE

This policy outlines provider agency expectations on how to support client's enrolled in substance use disorder (SUD) treatment services to receive services at the appropriate level of care, and support care transitions to higher or lower levels of care based on the client's clinical needs, including when clients lapse but remain interested in participating in ongoing services in pursuit of personalized recovery goals.

1. POLICY

1.1 This policy outlines the process and requirements for discharging clients from SUD treatment, including offering client referrals and linkage to additional treatment and related services clinically appropriate for the client. This policy further outlines the management of situations when clients lapse or relapse while in treatment. A lapse is not an automatic reason to discharge a client. Client substance use should be considered within the broader context of the client's response, behaviors, and commitment to participate in continued care.

1.2 SCOPE: This policy applies to all supervisors, Licensed Practitioners of the Healing Arts (LPHA), registered/certified Counselors, Medi-Cal Peer Support Services Specialists, and other staff who provide direct services and/or have a role in client discharges. Furthermore, it applies to all levels of care and services provided by provider agency (e.g., outpatient,).

2. DEFINITIONS

Lapse: A brief return to substance use following a sustained period of abstinence, despite the client remaining interested in SUD treatment and demonstrating a willingness to re-engage with treatment services.

Relapse: A prolonged episode of substance use during which the client is not interested or open to receiving SUD treatment services.

Reaching the 95% (R95):This is an initiative specifically designed to reach the 95% of people who according to national data meet criteria for SUD treatment but either do not want treatment or chose not to access treatment by reducing barriers to care, including but not limited to, updating admission and discharge policies to include admission and delivery of services to those who are not abstinent but are interested in receiving services, do not state a readiness for complete abstinence; developing and implementing a service design that accommodates those who are not ready for complete abstinence; and identifying new collaborative opportunities and/or alternate service locations to better reach this population.

R95 Population: Individuals who most likely did not come to the program with a clear desire to commit to treatment and achieve long-term abstinence but do recognize that their substance use has been problematic and/or are willing to take steps to address those issues through participation in services.

Stages of Change: A model developed by Prochaska and DiClemente that posits that individuals move through the following five stages when changing a behavior: precontemplation, contemplation, preparation, action, and maintenance.

Toxicology Testing: An optional tool that can be offered alongside other clinical interventions to support clients' individualized goals and used by the treatment team to better inform care. The frequency of toxicology (also known as "drug" or "urinalysis") testing is informed by clinical need. When a person has a clinically unexpected result or declines to test, this should prompt therapeutic discussions with the client and consideration of the client's plan of care, and it does not result in an automatic refusal in admission or discharge from treatment. Provider agency staff prioritize engaging a person in treatment, which may include referrals to additional appropriate services.

Warm Handoff: A transfer of a client from one SUD facility to another that occurs with agreement or at the request of the individual and where the involved provider agency makes every effort to facilitate a successful connection, preferably by ensuring that the individual arrives at the new facility (e.g., intake scheduled and transportation arranged).

3. PROCEDURES

3.1 Toxicology Testing: A positive test result does not automatically trigger discharge or transition to another level of care without full consideration of the client's

individualized clinical circumstances and determination of an appropriate plan of care. See provider agency Toxicologypolicy for more information.

3.2 Confirmed Substance Use: A client is not automatically discharged if a toxicology test (also known as drug or urinalysis test) indicates a positive result or if the client states that they used substances (regardless of toxicology testing results).

3.2.1 This supports the fact that SUD is a chronic and relapsing health condition that benefits from continued connections to services to facilitate achievement of personalized recovery goals; and

3.2.2 Clients are not prevented from receiving services for exhibiting symptoms (use of substances) for the very condition they are in the program to treat.

3.3 Discharge Determination and Transitions: Staff engage with clients throughout the treatment process to encourage connections to SUD services when transitioning / discharging from their current level of care.

3.3.1 Before discharge or transition to a higher or lower level of care is determined, steps must be taken with the client and the treatment team to confirm that the client cannot best be served through continuation of services and adjustment of treatment and recovery goals, including when a client changes their abstinence goals.

3.3.2 Clients are offered crisis intervention and individual counseling when appropriate to support their physical and emotional wellbeing, including exploring their current treatment and recovery goals.

3.3.3 Individuals who lapse are still eligible to continue to receive care within the program, provided that there are no acute medical or behavioral symptoms requiring resolution at a different level of care.

3.3.4 Clients who lapse are not automatically transferred or discharged to emergency services, withdrawal management, or hospital settings unless the client has medical symptoms that these levels of care are necessary to resolve.

3.3.5 It is not a standard practice to refer clients for medical clearance solely because of identified substance use and the decision to transfer a client is based on what is clinically appropriate for the client as determined through consultation with qualified professionals.

3.3.6 Clients who lapse and remain in the program are provided a dedicated resting/sleeping area temporarily to facilitate improved staff monitoring when this supports the safety and comfort of the client and other residents.

3.3.7 When it is clinically appropriate for a client to transition to another level of care, the following steps are taken:

3.3.8 Clients are connected via Warm Handoff to a different level of care if a different intensity or structure for services is needed to better manage and support a client's treatment goals. This is either at Tri-City Mental Health Authority or another treatment provider agency if the level of care needed is not available or preferred.

3.3.9 Clients are connected via Warm Handoff to Recovery Services offered by Tri-City Mental Health Authority when these services are clinically appropriate and desired by the client.

3.3.10 Staff ensure that clients who receive services in their preferred language via staff fluent in speaking the client's preferred language (or through an interpreter) are connected with ongoing services that are linguistically responsive to the client's needs.

3.3.11 Medi-Cal Enrollment Status: Tri-City Mental Health Authority is required to check that clients maintain Medi-Cal enrollment on a monthly basis (at minimum): Tri-City Mental Health Authority monitors Medi-Cal eligibility at least monthly through the electronic health record or other approved eligibility verification process. The agency is responsible for assisting clients in maintaining Medi-Cal coverage by identifying lapses or changes in enrollment, documenting follow-up efforts, and providing care coordination to help resolve any interruption while services continue. A lapse in Medi-Cal enrollment for an otherwise eligible client is not a basis for discharge.

3.3.12 A lapse in Medi-Cal enrollment for clients who remain eligible for Medi-Cal is not an allowable reason for discharge. Care coordination services must be provided to support a Medi-Cal eligible client and resolve an interruption in Medi-Cal enrollment concurrently with ongoing services. This is not a responsibility of the client, their family, or other service provider agencies.

3.3.13 A termination of Medi-Cal enrollment due to the client no longer meeting income and other Medi-Cal requirements requires the program to transition the client in one of these ways:

3.3.14 Continue serving the client under non-Drug Medi-Cal (DMC) funding sources or any available provider agency scholarship to avoid disruption in care.

3.4 Discharge Process: Ensure that the process of transitioning a client to another level of care (including Recovery Services) within the provider agency or to another provider agency or discharging a client from all SUD treatment services when requested by the client is collaborative and meets the client needs and preferences. This is to better ensure that the client will want to reengage with the program if future services are needed.

3.4.1 Tri-City Mental Health Authority's discharge process is collaborative, clinically appropriate, and client-centered. Prior to discharge, staff review the client's treatment progress, current level of care needs, continued interest in services, and available supports. When discharge or transition is appropriate, staff complete required documentation in the electronic health record, including the discharge summary, updated treatment or transition plan as applicable, referrals/linkages provided, reason for discharge, client notification, and any follow-up or care coordination efforts. Staff make reasonable efforts to provide a warm handoff to Recovery Services, another level of care, or another provider when clinically indicated, and ensure the client receives information on how to re-engage in services if needed.

3.5 Informational Materials: Ensure that all clients exiting services are provided with information, overdose prevention resources, linkage to community-based services, and how clients can reconnect with treatment services as needed. This includes, but is not limited to:

3.5.1 Link to www.RecoverLA.org ensure individuals have access to SUD educational information and how to find a new provider agency if needed in the future.

3.5.2 Provide the client naloxone and educational materials and discuss reasons for providing this information (e.g., resources are provided because SUDs are relapsing conditions and while lapse or relapse is not expected, everyone should know about available resources if there is a return to use). [SAPC overdose bag materials are available here: http://ph.lacounty.gov/sapc/providers/overdose-materials.htm]

3.5.3 Provide information about nearby harm reduction services in the community and the reasons for providing this information (e.g., resources are provided because SUDs are relapsing conditions and while lapse or relapse is not

expected, everyone should know about available resources if there is a return to use). [Information on harm reduction services and service locations is available here: http://ph.lacounty.gov/sapc/public/harm-reduction

3.6 Staff Training and Development: All administrative and direct service staff (e.g., counselors, LPHAs) working at treatment sites must participate in the following activities:

3.6.1 Training upon hire, and minimally overview updates annually thereafter, on the discharge policy and demonstrate understanding of its requirements by attending an approved provider agency or SAPC training, including:

3.6.2 Best practices to prevent avoidable discharge from care.

3.6.3 Key information and resources to provide upon transfer or discharge.

3.6.4 Crisis intervention and supporting clients remain in treatment upon lapse and continued treatment interest and appropriateness.

3.6.5 Basic training on the Reaching the 95% (R95) Initiative including demographics and various SUD and other health service needs.

3.6.6 Conduct regular staff meetings and dialogue on at least an annual basis with a focus on ensuring that all staff can contribute to the discussion on the lower barrier SUD treatment aims of the R95 Initiative, design and implementation of strategies that effectively lower the bar for SUD treatment discharges and better serve the R95 population, which may be incorporated within the annual training or other forums.

4. REFERENCES

4.1 Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC), Provider Manual for Substance Use Disorder Treatment Services, Version 11.0, June 2026.

4.2 Los Angeles County Department of Public Health, SAPC, Quick Reference Guide: Changes Made to Version 11.0 of the Substance Use Disorder Treatment Services Provider Manual, June 2026.

4.3 California Department of Health Care Services (DHCS), Drug Medi-Cal Organized Delivery System (DMC-ODS) program guidance and resources.

4.4 California Department of Health Care Services (DHCS), County Plans and Contracts: Drug Medi-Cal Organized Delivery System Agreement, including Los Angeles County DMC-ODS participation and applicable contract requirements.

4.5 California Code of Regulations, Title 22, Section 51341.1, Drug Medi-Cal Substance Use Disorder Treatment Services.

5. FORMS

5.1 Exhibit A - Toxicology Policy

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
SUD Toxicology Testing	TBA		**1** of **9**
APPROVED BY: **Governing Board** **Executive Director**	**SUPERCEDES:** New	**ORIGINAL ISSUE DATE:** **NEW**	**RESPONSIBLE PARTIES:** Elizabeth Renteria, CPO

PURPOSE

This agreement provides an outline of provider agency protocol and expectations for implementing toxicology (also known as drug or urinalysis) testing as a therapeutic tool to support clients enrolled in substance use disorder (SUD) treatment.

1. POLICY

1.1 Tri-City Mental Health Authority shall provide admission and access to substance use disorder services through a person-centered, trauma-informed, and non-discriminatory approach. Admission decisions shall be based on clinical need and applicable program criteria, not solely on a client's current substance use, readiness for abstinence, or toxicology test result. Toxicology testing, when used, shall support treatment planning, recovery goals, harm reduction, and client engagement, and shall not be used as a punitive measure or as the sole basis for denial of admission or automatic discharge.

1.2 The aim is to operationalize a toxicology testing approach that is grounded in a non-judgmental, person-centered framework where:

- 1.2.1 Toxicology testing serves as one of many tools to facilitate discussions with clients about their substance use, inform level of care placement, monitor treatment progress, and connect clients with harm reduction services, as applicable.
- 1.2.2 Neither a positive nor negative toxicology test is a prerequisite for admission with an exception for contingency management for which toxicology testing is a required component of the treatment.
- 1.2.3 A positive toxicology test result is not grounds for automatic discharge.
- 1.2.4 Toxicology testing ultimately supports the individual recovery of clients.
- 1.2.5 Toxicology testing can be part of a client's treatment goals and relapse prevention plan.

1.3 This policy applies to all supervisors, Licensed Practitioners of the Healing Arts (LPHA), registered/certified Counselors, Medi-Cal Peer Support Services

Specialists, and other staff who provide direct services and/or have a role in client toxicology testing. Furthermore, it applies to all levels of care and services provided by the provider agency (e.g., outpatient).

2. DEFINITIONS

Reaching the 95% (R95): This is an initiative specifically designed to reach the 95% of people who according to national data meet criteria for SUD treatment but either do not want treatment or chose not to access treatment by reducing barriers to care, including but not limited to, updating admission and discharge policies to include admission and delivery of services to those who are not abstinent but are interested in receiving services, do not state a readiness for complete abstinence; developing and implementing a service design that accommodates those who are not ready for complete abstinence; and identifying new collaborative opportunities and/or alternate service locations to better reach this population.

R95 Population: Individuals who most likely did not come to the program with a clear desire to commit to treatment and achieve long-term abstinence but do recognize that their substance use has been problematic and/or are willing to take steps to address those issues through participation in services.

Stages of Change: A model developed by Prochaska and DiClemente that posits that individual move through the following five stages when changing a behavior: precontemplation, contemplation, preparation, action, and maintenance. Relapse, also referred to as return to use, is recognized as a common part of the stages of change, providing an opportunity for learning and continued progress toward lasting recovery.

Toxicology Testing: An optional tool that can be offered alongside other clinical interventions to support clients' individualized goals and used by the treatment team to better inform care. The frequency of toxicology (also known as "drug" or "urinalysis") testing is informed by clinical need. When a person has a clinically unexpected result or declines to test, this should prompt therapeutic discussions with the client and consideration of the client's plan of care and it does not result in an automatic refusal in admission or discharge from treatment. Provider agency staff prioritize engaging a person in treatment, which may include referrals to additional appropriate services.

3. PROCEDURES

3.1 Client Rights:

3.1.1 Client Consent: While choosing to test is highly encouraged due to clinical benefits, prior to engaging in toxicology testing, clients must voluntarily provide written consent (see Toxicology Client Agreement). Staff provide information about toxicology testing and client's rights to the client in their preferred language.

3.2 Confidentiality:

3.2.1 A client's test result will only be visible to the client and to the practitioners at Tri-City Mental Health Authority. A client can authorize the sharing of their test results with judicial entities or other external clinical and community partners upon the client's voluntary request and following the client's signed release of information authorization form that permits information sharing in accordance with 42 CFR Part 2, HIPAA, and all applicable rules and regulations. Clients may request to revoke their previously authorized release of information at any time. Exceptions to these rules as outlined in 42 CFR Part 2 (e.g., in case of medical emergency or when required by court order) may apply.

3.2.2 All processes and information sharing will be conducted in compliance with 42 CFR Part 2, HIPAA, and all applicable rules and regulations.

3.3 Screening Panel:

3.3.1 Tri-City Mental Health Authority tests for the presence of the following substances on the screening panel:

3.3.2 Alcohol, amphetamines/methamphetamine, benzodiazepines, cannabinoids/THC, cocaine, opioids/opiates, oxycodone, fentanyl, methadone, buprenorphine, barbiturates, and phencyclidine (PCP), as available on the approved testing device and clinically indicated.

3.4 Screening Frequency: The frequency of toxicology testing will be individualized and determined by clinical need. Toxicology testing is not used as a "punishment" or to catch or entrap clients in cases of suspected substance use. Rather, testing provides an opportunity for the treatment team to engage

in collaborative conversation with the client, helping them reassess treatment goals, identify triggers, and strengthen their plan of care.

3.4.1 Random and for-cause toxicology testing may be offered to clients when there are instances of suspected use that impact the safety of the client or treatment milieu. Results of such toxicology testing shall only be used in the same individualized and client-centered approach as outlined in this policy.

3.4.2 Testing frequency shall be individualized and determined by clinical need, including the client's treatment goals, safety considerations, stage of change, prior substance use history, and clinical judgment of the treatment team. Testing may occur at intake, during treatment, upon reassessment, or when there is reasonable concern that substance use may affect safe or effective participation in services. Results shall be interpreted with client self-report and other clinical information and shall not be used punitively or as the sole basis for denial of admission, discharge, transfer, or diagnosis. Unexpected results or refusal to test shall prompt therapeutic discussion and review of the client's goals, triggers, harm reduction needs, supports, and plan of care.

3.5 Materials: Required materials include approved toxicology testing supplies, such as point-of-care urine drug screening cups, approved saliva or alternative testing devices when applicable, gloves or other protective supplies, specimen labels or identifiers, chain of custody/testing documentation forms, results documentation tools, and secure disposal supplies. All materials shall be used according to manufacturer instructions and agency procedures.

3.6 Testing Process and Chain of Custody: Testing follows a detailed protocol and chain of custody to ensure the safety of clients and staff, obtain information that supports a treatment milieu free from on-site substance use and preserves the integrity and reliability of test results.

3.6.1 Clients are asked to self-report any substance use that may result in a positive toxicology test result prior to testing, as well as any factors that may result in a false positive result. This includes all recent medications (prescription and over the counter) and supplements.

3.6.2 Clients are asked to empty their pockets, remove bulky outer clothing, and leave personal items outside the testing space. Staff use reasonable safeguards to reduce specimen falsification while preserving client privacy and dignity.

3.6.3 Unobserved specimen collection is used as the default collection method in combination with procedural precautions to prevent falsification, honor Client privacy, and foster a trusting client-provider relationship.

3.6.4 Staff may conduct direct observation of specimen collection [in cases when less intrusive measures to ensure testing validity have been previously unsuccessful, such as prior sample tapering] using a trauma-informed and culturally responsive approach. Staff recognize that direct observation may be a trigger for clients with a history of sexual trauma or go against cultural norms. Staff commit to working with clients to ensure the highest degree of respect and privacy throughout the process. Clients are asked to specify the gender of the staff member they are most comfortable with conducting the observation.

3.6.5 Staff discuss alternative testing methods (e.g., saliva) with Clients who do not wish or are unable to provide a urine sample.

3.6.6 Testing steps and chain of custody:

3.6.7 For urine, saliva, or other approved toxicology testing methods, staff confirm client identity and consent, explain the process, collect the specimen using privacy-preserving and trauma-informed procedures, label the specimen or testing device, and document the date, time, method, staff involved, and any refusal, insufficient sample, contamination, alteration, or validity concern. Results are shared only with the client and immediate treatment team unless authorized by a valid release of information or required by law.

3.6.8 Client expectations

3.6.9 Clients are expected to provide written consent, ask questions as needed, self-report recent substance use, medications, supplements, or other factors that may affect results, and follow staff instructions intended to protect privacy, safety, and test validity. Clients may decline testing, request an available alternative method, and request confirmatory testing for unexpected, inconclusive, or disputed results. Clients are expected to participate in non-punitive follow-up discussions with the treatment team to review results, goals, harm reduction needs, supports, and any needed updates to the plan of care.

3.7 Staff Training and Development: All practitioner staff authorized to conduct toxicology testing (e.g., SUD counselors, Licensed Practitioners of the Healing Arts [LPHA]) working at treatment sites participate in the following activities:

3.7.1 Training upon hire, and minimally overview updates annually thereafter, on the toxicology policy and demonstrate understanding of its requirements by attending an approved agency or Substance Abuse Prevention and Control (SAPC) training, including:

3.7.2 Privacy and confidentiality requirements

3.7.3 Safety and risk management

3.7.4 Best laboratory practices to ensure accurate results

3.7.5 Trauma-informed and culturally responsive testing procedures

3.8 Communicating Test Results:

3.81 When a client's test results come back NEGATIVE for all substances where a negative test is clinically anticipated:

3.8.2 The Client and their immediate treatment team are notified of the negative test result.

3.8.3 When a client's test results come back with an UNEXPECTED POSITIVE or PERTINENT NEGATIVE:

3.8.4 The Client and their immediate treatment team are notified of the unexpected positive or pertinent negative test result.

3.8.5 In the case of an UNEXPECTED POSITIVE or PERTINENT NEGATIVE (such as a Client being treated with buprenorphine testing negative for buprenorphine), the treatment team can send the sample for confirmatory testing based on the clinical need to verify the validity of the result.

3.8.6 Confirmatory testing will be provided when requested by the Client at no cost to them.

3.8.7 When a client's test results are INCONCLUSIVE:

3.8.8 The sample may be sent for secondary, confirmatory testing at no cost to the client.

3.8.9 In cases where the sample was insufficient, altered, or contaminated, the client may be asked to submit an additional sample for testing.

3.9 Managing Clients with UNEXPECTED POSITIVE Results:

3.9.1 The treatment team will make a clinical determination of the client's current impairment due to substance use and ability to engage in treatment services that day.

3.9.2 Clients who lapse are not automatically transferred or discharged to emergency services, withdrawal management, or hospital settings unless the client has medical and/or behavioral symptoms that necessitate these levels of care, as determined by qualified clinicians operating within their scope of practice.

3.9.3 When it is determined that the client is functionally unable to participate in services or counseling due to the clinical features of intoxication, they will be provided a dedicated resting/sleeping area temporarily to facilitate improved staff monitoring when this supports the safety and comfort of the client and other clients.

3.9.4 When it is determined that the client is able to functionally participate in services or counseling, the client will be connected with their counselor/treatment team to discuss the test results, the client's goals, additional supports or services needed, and any necessary changes to the treatment plan.

3.9.5 Treatment staff acknowledge that SUD is a chronic and relapsing health condition that benefits from continued connections to services to facilitate achievement of personalized recovery goals.

3.9.6 These discussions are non-judgmental, non-punitive, and focused on engaging clients in ongoing services that help them meet their treatment goals, even if they are not yet ready to commit to complete abstinence.

3.9.7 Motivational Interviewing should be used to facilitate client-oriented and individualized change throughout this process.

3.9.8 The client will be offered harm reduction resources and/or supplies (naloxone, etc.), based on the clinical needs of the client.

3.10 Quality Control - TCMHA ensures testing accuracy and quality control by using approved testing materials according to manufacturer instructions, maintaining chain of custody documentation, and training staff on privacy, safety, risk management, best laboratory practices, and trauma-informed procedures. Unexpected, inconclusive, disputed, insufficient, altered, or contaminated results may require confirmatory testing or collection of an additional sample, at no cost to the client when applicable.

4. REFERENCES

4.1 Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC). *Provider Manual for Substance Use Disorder Treatment Services*, Version 11.0, June 18, 2026.

4.2 Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC). *Required Language for Admission Policy in Alignment with R95 Access to Care Expectations*, revised September 10, 2024.

4.3 Los Angeles County Department of Public Health, Substance Abuse Prevention and Control (SAPC). *Admission and Discharge Policies and Training: R95 Reaching the 95% Initiative*, June 18, 2026.

4.4 California Department of Health Care Services (DHCS). *Drug Medi-Cal Organized Delivery System (DMC-ODS)* and *Substance Use Disorder Treatment Services* program guidance, including provider certification, utilization review, and DMC/DMC-ODS requirements.

4.5 42 Code of Federal Regulations (CFR) Part 2, *Confidentiality of Substance Use Disorder Patient Records*, including consent, permitted disclosures, medical emergency exceptions, court order provisions, and safeguards for SUD treatment records.

4.6 Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the HIPAA Privacy Rule and applicable requirements governing the use and disclosure of protected health information.

4.7 Substance Abuse and Mental Health Services Administration (SAMHSA). *Treatment Improvement Protocol (TIP) 63: Medications for Opioid Use Disorder*, updated 2021.

4.8 American Society of Addiction Medicine (ASAM). *The ASAM Criteria*, current edition, including multidimensional assessment and level-of-care placement guidance for substance use disorder treatment.

5. FORMS

5.1 Exhibit A - Toxicology Agreement

TRI-CITY MENTAL HEALTH AUTHORITY
POLICY & PROCEDURE

SUBJECT:	POLICY NO.:	EFFECTIVE DATE:	PAGE:
Service Animal Access		**9/16/2026**	**1** of **6**
APPROVED BY: **Governing Board** **Executive Director**	**SUPERCEDES:**	**ORIGINAL ISSUE DATE:** **9/16/2026**	**RESPONSIBLE PARTIES:** Chief Administrative Officer

PURPOSE

To establish standards and guidelines governing the access of service animals to Tri-City Mental Health Authority (TCMHA) facilities, consistent with the requirements of the Americans with Disabilities Act (ADA) and applicable law.

1. POLICY

1.1 To ensure the safety of all workforce members, clients, and/or visitors, only service animals (see definition above) are permitted in TCMHA facilities. Safety, security, and orderliness require that all other animals be prohibited from TCMHA facilities.

1.2 The owner/handler of the service animal is responsible for control and care of the service animal, including all needs of the animal.

1.3 TCMHA workforce members with service animals must complete the reasonable accommodation process with Human Resources prior to bringing a service animal into the workplace.

1.4 Violators of the Americans with Disabilities Act (ADA) can be required to pay monetary damages and penalties.

2. DEFINITIONS

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

2.1 **Client**: An individual of any age who is receiving or has received services. As used in these regulations, the term “client” includes those who refer to themselves as clients, participants, consumers, survivors, patients, or ex-patients.

2.2 Emotional Support Animal: A companion animal that provides comfort and emotional relief to individuals with mental or emotional disabilities. Emotional Support Animals do not require specialized training and are not expected to perform specific tasks related to their owner's condition. Emotional Support Animals are not Service Animals according to the Americans with Disabilities Act and are not permitted in any TCMHA facility.

2.3 Facility: Any building, site, or vehicle owned, leased, or operated TCMHA, or any site where staff are meeting or providing services to individuals.

2.4 Facility Access Control Responsibilities: The assigned duties, authorities, and accountability to ensure that access to physical facilities and restricted areas is limited to authorized individuals.

2.5 Pet: A domestic animal kept for pleasure or companionship. Pets are not Service Animals according to the Americans with Disabilities Act and are not permitted in any TCMHA facility.

2.6 Service Animal: Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Miniature horses may be considered as service animals, on a case-by-case basis, consistent with applicable law. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. Other non-service animals (such as emotional support animals or pets) are not service animals for the purposes of this definition.

2.7 Owner or handler (of a service animal): The person with a disability who has a dog (or, in some cases, a miniature horse) that has been individually trained to perform specific tasks or work directly related to their disability. The owner/handler is the individual who benefits from the animal's trained work and is responsible for ensuring the service animal behaves appropriately in public spaces.

2.1 Workforce: Any employee, volunteer, intern, consultant, locum tenens, trainee, contractor of TCMHA (whether paid or not paid by TCMHA). This includes individuals who provide services to clients and those who provide administrative, managerial, support services and/or other products, goods, or services.

3. PROCEDURES

TCMHA Responsibilities

3.1 Designated TCMHA workforce members that have facility access control responsibilities are required to screen to ensure that only service animals, as permitted by this policy, are granted entrance to any TCMHA facility.

3.2 TCMHA workforce members that have facility access control responsibilities must screen by asking the following two questions prior to clearing a service animal for entry into any TCMHA facility.

3.2.1 Is the animal a service required because of a disability?

3.2.2 What work or task has the animal been trained to perform?

3.2.2.1 The work or tasks performed by a service animal must be directly related to the handler's disability.

3.3 TCMHA workforce members that have facility access control responsibilities must provide all cleared owners/handlers with ‘service animal process’ and ‘clearance verification’.

3.4 TCMHA workforce members that have ‘facility access control’ responsibilities must prohibit access and enforce removal of:

3.4.1 Any animal that is not screened and cleared as a service animal.

3.4.2 Any service animal that poses a risk to the health and/or safety of others.

3.5 TCMHA workforce members may not ask about the person’s disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

3.6 TCMHA workforce members must alert security immediately if they observe an unscreened service animal at any TCMHA facility.

3.7 TCMHA workforce members must immediately alert security if they observe a service animal that poses a health or safety risk.

3.8 TCMHA workforce members must not require the owner/handler or service animal to use a specific entrance, exit or area within TCMHA facilities. Service animals are permitted in all areas of the facility where the owner/handler is normally allowed to go, unless the animal's presence would fundamentally alter the nature of services or create a legitimate safety risk that cannot be mitigated.

3.9 TCMHA workforce members shall not separate or attempt to separate an individual from their service animal.

3.10 TCMHA workforce members shall not touch, pet, feed, engage, play with, talk to, or make noises or gestures at the service animal; it may distract the service animal from doing their job.

3.11 TCMHA workforce members should avoid touching the owner or handler, as touching the person without permission may provoke an unwanted reaction from the animal.

3.12 TCMHA shall provide reasonable accommodation to workforce members and clients who may have animal-related allergies or fears.

Owner/Handler Responsibilities

3.13 Owners/handlers must be screened by designated TCMHA workforce members prior to entering any TCMH facility with a service animal.

3.13.1 Owners/handlers must present screening clearance upon request.

3.14 Any animal, where the owner/handler is not screened and cleared as having an animal, will not be permitted to enter any TCMHA facility and will be directed to be removed immediately to an appropriate and safe location.

3.15 Owners/handlers responsible for all animal service care needs including:

3.15.1 Providing food, water, and feeding services.

3.15.2 Providing appropriately scheduled exercise and hygiene walks outside the premises.

3.15.3 Finding and taking the services animal to an appropriate location outside the premises for the service animal to relieve itself and removing or

arranging for the removal of the service animal needs including removal of all animal waste.

3.16 Owners/handlers must ensure that their service animals do not pose a threat to the health and safety of others, and are responsible for the following:

3.16.1 Owners/handlers must ensure their service animals are harnessed, leashed, or tethered, unless the individual's disability prevents using these devices, or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

3.16.2 Owners/handlers must ensure their service animal is under the handler's control at all times.

3.16.3 Owners/handlers must ensure their service animals are able to remain calmly and quietly beside their owner without blocking aisles, doorways, etc.

3.16.4 Owners/handlers must ensure their service animal does not cause excessive disruption, aggression, or damage.

3.16.5 Owners/handlers must ensure that others do not engage with the service animal.

3.16.6 Owners/handlers must ensure the service animal is housebroken.

3.17 Any service animal that poses a direct threat to the health and/or safety of others will be immediately required to be removed from the TCMHA Facility.

3.18 Any service animal that makes unsolicited contact with anybody other than the owner/handler or shows aggression toward people or another service animal, will be immediately required to be removed from the TCMHA Facility.

3.19 Unprovoked aggression may result in permanent removal from the TCMHA facility.

3.20 Provoked aggression will be reviewed, and appropriate corrective action will be taken to prevent future provocation.

3.21 If a service animal is required to be removed from the TCMHA Facility, the owner/handler is still able to continue services without the service animal present.

4. REFERENCES

4.1 US Code: 42 U.S.C. Chapter 126 § 12101-12213

4.2 Code of Federal Regulations: 28 C.F.R. Chapter 1: Part 35 ADA Title II

4.3 Code of Federal Regulations: 28 C.F.R. Chapter 1: Part 36 ADA Title III

4.4 California Civil Code § 54.1

4.5 County of Los Angeles – Department of Mental Health: Policy 108.02 Service Animals in the Workplace

Tri-City Mental Health Authority
AGENDA REPORT

AGENDA ITEM NO. 8

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

BY: Kitha Torregano, Human Resources Director

SUBJECT: Approval of Resolution No. 881 Adjusting the Salary Schedule for the JPA Administrator/Clerk and Amending the Master Classification and Salary Schedule

Summary:

Staff requests Governing Board approval to update the Master Classification and Salary Schedule by moving the JPA Administrator/Clerk classification from Range 52 to Range 55. The proposed adjustment would establish an annual salary range of $120,596.84 to $153,915.50 and better align the position with the median of the relevant comparator market.

Background:

Human Resources conducted a focused salary survey of comparable public agency positions. The survey found that the current Range 52 maximum annual salary of $142,925.83, approximately $11,910 per month, is below the comparator market median of $151,020 annually, or $12,585 per month.

Tri-City's salary administration practice generally positions salary range maximums near the median of the relevant labor market, subject to the Authority's financial ability and Governing Board approval. Moving the classification to Range 55 would increase the maximum annual salary to $153,915.50, placing the range closer to the identified market median and supporting competitive recruitment and retention for this key governance position.

Salary Comparison

Measure	Current Range 52	Market Median	Proposed Range 55
Annual minimum	$119,861.11	Not applicable	$120,596.84
Annual maximum	$142,925.83	$151,020.00	$153,915.50
Approx. monthly maximum	$11,910.49	$12,585.00	$12,826.29

As part of the review of the JPA Administrator/Clerk classification, Human Resources also reviewed and updated the job description to ensure that it accurately reflects the current duties, responsibilities, qualifications, and operational needs of the position. The job

description revisions are separate from, and are not the basis for, the proposed salary range adjustment.

Consistent with the agency's Delegation of Authority for Job Description Development, Revision, and Classification Management Policy, the revised job description for this non-executive classification will be processed administratively through the appropriate approval authority.

Fiscal Impact:

The proposed adjustment from Range 52 to Range 55 increases the maximum annual salary for the JPA Administrator/Clerk classification from $142,925.83 to $153,915.50, an increase of $10,989.67, or approximately 7.7 percent.

The position is currently vacant; therefore, the actual fiscal impact for FY 2026-27 will depend on the salary at which the position is filled. Any additional personnel costs associated with filling the position at the proposed salary range can be accommodated within the current FY 2026-27 adopted budget through salary savings from existing vacancies.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 881 approving the reallocation of the JPA Administrator/Clerk classification from Range 52 to Range 55 and the corresponding amendment to the Master Classification and Salary Schedule, effective September 16, 2026.

Attachments

Attachment 8-A: Resolution No. 881

Attachment 8-B: Master Classification and Salary Schedule effective September 16, 2026

RESOLUTION NO. 881

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY ADJUSTING THE SALARY SCHEDULE FOR THE JPA ADMINISTRATOR/CLERK AND AMENDING THE MASTER CLASSIFICATION AND SALARY 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") desires to adopt the revised Master Classification and Salary Schedule establishing the revised salary range for the JPA Administrator Clerk at Range 55, annual salary of $120,596.84 - $153,915.50.

B. The proposed Range 55 more closely aligns the classification with the relevant labor market and supports competitive recruitment and retention.

C. The Governing Board finds that the proposed adjustment is consistent with the Authority's compensation approach and is in the nest interest of the Authority.

2. Action

The Governing Board approves and establishes the Authority's JPA Administrator/Clerk classification from Range 52 to Range 55 and amends the Master Classification and Salary Schedule to establish an annual salary range of $120,596.84 to $153,915.50, effective September 16, 2026.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026 by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE SEPTEMBER 16, 2026
ADOPTED SEPTEMBER 16, 2026

Salary Range	Annually						Monthly						Per Pay Period						Hourly					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	2Step	Step 3	Step 4	Step 5	Step 6
15	[illegible]	[illegible]	[illegible]	51,993.41	54,593.22	57,322.87	[illegible]	[illegible]	[illegible]46	4,332.78	4,549.44	4,776.[illegible]	[illegible]	[illegible]	[illegible]62	1,999.75	2,099.74	2,204.[illegible]	[illegible]	[illegible]	[illegible]65	24.9968	26.2467	27.5591
16	[illegible]	[illegible]	50,755.46	53,293.32	55,958.05	58,755.80	[illegible]	[illegible]	[illegible]	4,441.11	4,663.17	4,896.[illegible]	[illegible]	[illegible]	[illegible]	2,049.74	2,152.23	2,259.[illegible]	[illegible]	[illegible]	[illegible]97	24.4017	25.6218	26.9029	28.2480
17	[illegible]	[illegible]	52,024.39	54,625.68	57,357.03	60,224.80	[illegible]	[illegible]	[illegible]	4,552.14	4,779.75	5,018.[illegible]	[illegible]	[illegible]	[illegible]	2,100.99	2,206.04	2,316.[illegible]	[illegible]	[illegible]	[illegible]07	25.0117	26.2623	27.5755	28.9542
18	[illegible]	50,785.80	53,325.14	55,991.36	58,790.81	61,730.50	[illegible]	[illegible]	[illegible]	4,665.95	4,899.23	5,144.[illegible]	[illegible]	[illegible]	[illegible]	2,153.51	2,261.18	2,374.[illegible]	[illegible]	[illegible]36	24.4163	25.6371	26.9189	28.2648	29.6781
19	[illegible]	52,055.37	54,658.14	57,390.98	60,260.65	63,273.75	[illegible]	[illegible]	[illegible]	4,782.58	5,021.72	5,272.[illegible]	[illegible]	[illegible]	[illegible]	2,207.35	2,317.72	2,433.[illegible]	[illegible]	[illegible]49	25.0266	26.2780	27.5918	28.9715	30.4201
20	50,815.93	53,356.75	56,024.67	58,825.82	61,767.20	64,855.40	4,234.66	4,446.40	4,668.72	4,902.15	5,147.27	5,404.62	1,954.46	2,052.18	2,154.79	2,262.53	2,375.66	2,494.44	24.4307	25.6523	26.9349	28.2816	29.6958	31.1805
21	52,086.34	54,690.60	57,425.14	60,296.51	63,311.30	66,476.94	4,340.53	4,557.55	4,785.43	5,024.71	5,275.94	5,539.75	2,003.32	2,103.48	2,208.66	2,319.10	2,435.05	2,556.81	25.0415	26.2936	27.6082	28.9887	30.4381	31.9601
22	53,388.58	56,057.98	58,860.82	61,803.91	64,894.02	68,138.79	4,449.05	4,671.50	4,905.07	5,150.33	5,407.83	5,678.23	2,053.41	2,156.08	2,263.88	2,377.07	2,495.92	2,620.72	25.6676	26.9510	28.2985	29.7134	31.1990	32.7590
23	54,723.28	57,459.50	60,332.36	63,349.07	66,516.40	69,842.22	4,560.27	4,788.29	5,027.70	5,279.09	5,543.03	5,820.19	2,104.74	2,209.98	2,320.48	2,436.60	2,558.32	2,686.24	26.3093	27.6248	29.0059	30.4563	31.9790	33.5780
24	56,091.29	58,895.83	61,840.61	64,932.63	68,179.31	71,588.30	4,674.27	4,907.99	5,153.38	5,411.05	5,681.61	5,965.69	2,157.36	2,265.22	2,378.48	2,497.41	2,622.28	2,753.40	26.9670	28.3153	29.7311	31.2176	32.7785	34.4175
25	57,493.66	60,368.22	63,386.62	66,556.08	69,883.81	73,378.08	4,791.14	5,030.68	5,282.22	5,546.34	5,823.65	6,114.84	2,211.29	2,321.85	2,437.95	2,559.85	2,687.84	2,822.23	27.6412	29.0232	30.4743	31.9981	33.5980	35.2779
26	58,931.05	61,877.52	64,971.45	68,220.05	71,630.94	75,212.42	4,910.92	5,156.46	5,414.29	5,685.00	5,969.25	6,267.70	2,266.58	2,379.90	2,498.90	2,623.85	2,755.04	2,892.79	28.3322	29.7488	31.2363	32.7981	34.4380	36.1598
27	60,404.29	63,424.38	66,595.75	69,925.39	73,421.79	77,092.79	5,033.69	5,285.37	5,549.65	5,827.12	6,118.48	6,424.40	2,323.24	2,439.40	2,561.38	2,689.44	2,823.91	2,965.11	29.0405	30.4925	32.0172	33.6180	35.2989	37.0638
28	61,914.44	65,010.07	68,260.57	71,673.59	75,257.18	79,020.05	5,159.54	5,417.51	5,688.38	5,972.80	6,271.43	6,585.00	2,381.32	2,500.39	2,625.41	2,756.68	2,894.51	3,039.23	29.7666	31.2548	32.8176	34.4585	36.1813	37.9904
29	63,462.15	66,635.21	69,966.97	73,465.49	77,138.62	80,995.69	5,288.51	5,552.93	5,830.58	6,122.12	6,428.22	6,749.64	2,440.85	2,562.89	2,691.04	2,825.60	2,966.87	3,115.22	30.5106	32.0362	33.6380	35.3199	37.0859	38.9402
30	65,048.68	68,301.09	71,716.23	75,302.16	79,067.15	83,020.54	5,420.72	5,691.76	5,976.35	6,275.18	6,588.93	6,918.38	2,501.87	2,626.97	2,758.32	2,896.24	3,041.04	3,193.10	31.2734	32.8371	34.4790	36.2030	38.0131	39.9137
31	[illegible]	[illegible]	[illegible]	77,184.66	81,043.85	85,096.10	[illegible]	[illegible]	[illegible]77	6,432.05	6,753.65	7,091.[illegible]	[illegible]	[illegible]	[illegible]28	2,968.64	3,117.07	3,272.[illegible]	[illegible]	[illegible]	[illegible]10	37.1080	38.9634	40.9116
32	68,341.83	71,758.88	75,346.93	79,114.25	83,069.98	87,223.43	5,695.15	5,979.91	6,278.91	6,592.85	6,922.50	7,268.62	2,628.53	2,759.96	2,897.96	3,042.86	3,195.00	3,354.75	32.8566	34.4995	36.2245	38.0357	39.9375	41.9343
33	70,050.35	73,552.90	77,230.48	81,092.01	85,146.60	89,404.01	5,837.53	6,129.41	6,435.87	6,757.67	7,095.55	7,450.33	2,694.24	2,828.96	2,970.40	3,118.92	3,274.87	3,438.62	33.6781	35.3620	37.1300	38.9865	40.9359	42.9827
34	71,801.73	75,391.69	79,161.35	83,119.41	87,275.41	91,639.12	5,983.48	6,282.64	6,596.78	6,926.62	7,272.95	7,636.69	2,761.61	2,899.68	3,044.67	3,196.90	3,356.75	3,524.68	34.5201	36.2460	38.0583	39.9613	41.9593	44.0573
35	73,596.61	77,276.52	81,140.38	85,197.30	89,457.26	93,930.02	6,133.05	6,439.71	6,761.70	7,099.78	7,454.77	7,827.50	2,830.64	2,972.17	3,120.78	3,276.82	3,440.66	3,612.69	35.3830	37.1522	39.0098	40.9602	43.0083	45.1587
36	75,436.67	79,208.45	83,168.84	87,327.39	91,693.64	96,278.42	6,286.39	6,600.70	6,930.74	7,277.28	7,641.14	8,023.20	2,901.11	3,046.48	3,198.80	3,358.75	3,526.68	3,703.02	36.2676	38.0810	39.9850	41.9843	44.0835	46.2877
37	77,322.56	81,188.75	85,248.01	89,510.52	93,986.03	98,685.38	6,443.55	6,765.73	7,104.00	7,459.21	7,832.17	8,223.78	2,973.94	3,122.64	3,278.77	3,442.71	3,614.85	3,795.59	37.1743	39.0331	40.9846	43.0339	45.1856	47.4449
38	79,255.55	83,218.27	87,379.37	91,748.17	96,335.70	101,152.37	6,604.63	6,934.86	7,281.61	7,645.68	8,027.98	8,429.86	3,048.29	3,200.70	3,360.74	3,528.78	3,705.22	3,890.48	38.1036	40.0088	42.0093	44.1097	46.3152	48.6309
39	81,236.91	85,298.93	89,563.77	94,042.04	98,744.14	103,681.32	6,769.74	7,108.24	7,463.65	7,836.84	8,228.68	8,640.11	3,124.50	3,280.73	3,444.76	3,617.00	3,797.85	3,987.74	39.0562	41.0091	43.0595	45.2125	47.4731	49.8468
40	83,267.92	87,431.35	91,802.90	96,392.99	101,212.63	106,273.28	6,938.99	7,285.95	7,650.24	8,032.75	8,434.39	8,856.11	3,202.61	3,362.74	3,530.88	3,707.42	3,892.79	4,087.43	40.0327	42.0343	44.1360	46.3428	48.6599	51.0929
41	85,349.63	89,617.02	94,097.84	98,802.91	103,743.06	108,930.16	7,112.47	7,468.09	7,841.49	8,233.58	8,645.25	9,077.51	3,282.68	3,446.81	3,619.15	3,800.11	3,990.12	4,189.62	41.0335	43.0851	45.2393	47.5014	49.8765	52.3703
42	87,483.33	91,857.43	96,450.48	101,272.88	106,336.50	111,653.44	7,290.28	7,654.79	8,037.54	8,439.41	8,861.38	9,304.45	3,364.74	3,532.98	3,709.63	3,895.11	4,089.87	4,294.36	42.0593	44.1622	46.3704	48.6889	51.1233	53.6795
43	89,670.48	94,153.85	98,861.68	103,804.80	108,994.87	114,444.62	7,472.54	7,846.15	8,238.47	8,650.40	9,082.91	9,537.05	3,448.86	3,621.30	3,802.37	3,992.49	4,192.11	4,401.72	43.1108	45.2663	47.5297	49.9062	52.4014	55.0215
44	91,912.17	96,507.77	101,333.13	106,399.94	111,719.85	117,305.81	7,659.35	8,042.31	8,444.43	8,866.66	9,309.99	9,775.48	3,535.08	3,711.84	3,897.43	4,092.31	4,296.92	4,511.76	44.1885	46.3980	48.7179	51.1538	53.7115	56.3970
45	94,210.07	98,920.45	103,866.53	109,059.79	114,512.72	120,238.50	7,850.84	8,243.37	8,655.54	9,088.32	9,542.73	10,019.87	3,623.46	3,804.63	3,994.87	4,194.61	4,404.34	4,624.56	45.2933	47.5579	49.9358	52.4326	55.0542	57.8070
46	96,565.26	101,393.60	106,463.16	111,786.26	117,375.61	123,244.38	8,047.11	8,449.47	8,871.93	9,315.52	9,781.30	10,270.37	3,714.05	3,899.75	4,094.74	4,299.47	4,514.45	4,740.17	46.4256	48.7469	51.1842	53.7434	56.4306	59.2521
47	98,979.43	103,928.27	109,124.71	114,581.04	120,310.00	126,325.58	8,248.29	8,660.69	9,093.73	9,548.42	10,025.83	10,527.13	3,806.90	3,997.24	4,197.10	4,406.96	4,627.31	4,858.68	47.5863	49.9655	52.4638	55.0870	57.8413	60.7335
48	101,453.85	106,526.60	111,852.87	117,445.41	123,317.79	129,483.58	8,454.49	8,877.22	9,321.07	9,787.12	10,276.48	10,790.30	3,902.07	4,097.18	4,302.03	4,517.13	4,742.99	4,980.14	48.7759	51.2147	53.7754	56.4641	59.2874	62.2517
49	103,990.22	109,189.63	114,649.14	120,381.71	126,400.68	132,720.72	8,665.85	9,099.14	9,554.10	10,031.81	10,533.39	11,060.05	3,999.62	4,199.60	4,409.58	4,630.07	4,861.56	5,104.64	49.9953	52.4950	55.1198	57.8758	60.7696	63.8080
50	106,590.03	111,919.49	117,515.42	123,391.20	129,560.81	136,038.69	8,882.50	9,326.62	9,792.95	10,282.60	10,796.73	11,336.55	4,099.62	4,304.60	4,519.82	4,745.82	4,983.11	5,232.26	51.2452	53.8074	56.4978	59.3227	62.2889	65.4032
51	109,254.76	114,717.46	120,453.20	126,476.00	132,799.85	139,439.83	FALSE	9,559.79	10,037.77	10,539.67	11,066.65	11,619.99	4,202.11	4,412.21	4,632.82	4,864.46	5,107.69	5,363.07	52.5263	55.1526	57.9102	60.8058	63.8461	67.0384
52	111,986.11	117,585.44	123,464.60	129,637.82	136,119.73	142,925.83	9,332.18	9,798.79	10,288.72	10,803.15	11,343.31	11,910.49	4,307.16	4,522.52	4,748.64	4,986.07	5,235.37	5,497.15	53.8395	56.5315	59.3580	62.3259	65.4422	68.7143
53	114,785.77	120,524.91	126,551.32	132,878.78	139,522.78	146,498.81	9,565.48	10,043.74	10,545.94	11,073.23	11,626.90	12,208.23	4,414.84	4,635.57	4,867.36	5,110.72	5,366.26	5,634.57	55.1855	57.9447	60.8420	63.8840	67.0783	70.4321
54	117,655.45	123,538.22	129,715.05	136,200.78	143,010.90	150,161.33	9,804.62	10,294.85	10,809.59	11,350.05	11,917.58	12,513.44	4,525.21	4,751.47	4,989.04	5,238.49	5,500.42	5,775.44	56.5651	59.3934	62.3630	65.4811	68.7552	72.1929
55	120,596.84	126,626.64	132,957.91	139,605.74	146,586.01	153,915.50	10,049.74	10,552.22	11,079.83	11,633.81	12,215.50	12,826.29	4,638.34	4,870.26	5,113.77	5,369.45	5,637.92	5,919.83	57.9792	60.8782	63.9221	67.1181	70.4740	73.9978
56	123,611.63	129,792.27	136,281.82	143,095.98	150,250.65	157,763.24	10,300.97	10,816.02	11,356.82	11,924.66	12,520.89	13,146.94	4,754.29	4,992.01	5,241.61	5,503.69	5,778.87	6,067.82	59.4287	62.4001	65.5201	68.7961	72.2359	75.8477
57	126,701.95	133,037.05	139,688.90	146,673.42	154,006.94	161,707.29	10,558.50	11,086.42	11,640.74	12,222.79	12,833.91	13,475.61	4,873.15	5,116.81	5,372.65	5,641.29	5,923.34	6,219.51	60.9144	63.9601	67.1581	70.5161	74.0418	77.7439
58	129,869.50	136,363.08	143,181.06	150,340.18	157,857.22	165,750.00	10,822.46	11,363.59	11,931.76	12,528.35	13,154.77	13,812.50	4,994.98	5,244.73	5,506.96	5,782.31	6,071.43	6,375.00	62.4373	65.5592	68.8370	72.2789	75.8929	79.6875
59	133,116.19	139,772.07	146,760.62	154,098.60	161,803.61	169,893.91	11,093.02	11,647.67	12,230.05	12,841.55	13,483.63	14,157.88	5,119.85	5,375.85	5,644.64	5,926.87	6,223.22	6,534.38	63.9982	67.1981	70.5580	74.0859	77.7902	81.6798
60	136,444.13	143,266.34	150,429.71	157,951.21	165,848.65	174,141.14	11,370.34	11,938.85	12,535.81	13,162.60	13,820.72	14,511.75	5,247.85	5,510.24	5,785.76	6,075.05	6,378.79	6,697.74	65.5981	68.8781	72.3220	75.9381	79.7349	83.7217
61	139,855.24	146,848.03	154,190.46	161,899.93	169,994.90	178,494.66	11,654.60	12,237.34	12,849.21	13,491.65	14,166.24	14,874.55	5,379.05	5,648.00	5,930.40	6,226.92	6,538.27	6,865.18	67.2381	70.6000	74.1300	77.8365	81.7283	85.8147
62	143,351.63	150,519.25	158,045.20	165,947.52	174,244.89	182,957.02	11,945.97	12,543.27	13,170.43	13,828.95	14,520.41	15,246.42	5,513.52	5,789.20	6,078.66	6,382.60	6,701.73	7,036.81	68.9191	72.3650	75.9833	79.7825	83.7716	87.9601
63	146,935.44	154,282.12	161,996.25	170,096.10	178,600.96	187,530.98	12,244.62	12,856.84	13,499.69	14,174.67	14,883.41	15,627.58	5,651.36	5,933.93	6,230.63	6,542.16	6,869.27	7,212.73	70.6420	74.1741	77.8828	81.7770	85.8658	90.1591
64	150,608.78	158,139.18	166,046.18	174,348.42	183,065.86	192,219.29	12,550.73	13,178.27	13,837.13	14,529.04	15,255.49	16,018.27	5,792.65	6,082.28	6,386.39	6,705.71	7,040.99	7,393.05	72.4081	76.0285	79.8299	83.8214	88.0124	92.4131
65	154,373.98	162,092.79	170,197.30	178,707.25	187,642.58	197,024.72	12,864.50	13,507.73	14,183.11	14,892.27	15,636.88	16,418.73	5,937.46	6,234.34	6,546.05	6,873.36	7,217.02	7,577.87	74.2183	77.9292	81.8256	85.9169	90.2128	94.7234
66	158,233.38	166,145.04	174,452.38	183,174.91	192,333.65	201,950.44	13,186.12	13,845.42	14,537.70	15,264.58	16,027.80	16,829.20	6,085.90	6,390.19	6,709.71	7,045.19	7,397.45	7,767.32	76.0737	79.8774	83.8713	88.0649	92.4681	97.0916
67	162,189.32	170,298.71	178,813.54	187,754.39	197,142.04	206,999.21	13,515.78	14,191.55	14,901.13	15,646.20	16,428.50	17,249.93	6,238.05	6,549.95	6,877.44	7,221.32	7,582.39	7,961.51	77.9756	81.8744	85.9680	90.2665	94.7798	99.5189
68	166,243.91	174,556.13	183,283.96	192,448.21	202,070.52	212,174.00	13,853.66	14,546.34	15,273.66	16,037.35	16,839.21	17,681.17	6,394.00	6,713.70	7,049.38	7,401.85	7,771.94	8,160.64	79.9250	83.9212	88.1173	92.5232	97.1493	102.0067
69	170,400.12	178,920.04	187,865.98	197,259.37	207,122.26	217,478.43	14,200.01	14,910.00	15,655.50	16,438.23	17,260.19	18,123.20	6,553.85	6,881.54	7,225.61	7,586.90	7,966.24	8,364.55	81.9231	86.0193	90.3202	94.8362	99.5780	104.5569
70	174,660.08	183,393.01	192,562.78	202,190.81	212,300.45	222,915.45	14,555.01	15,282.75	16,046.90	16,849.23	17,691.70	18,576.29	6,717.70	7,053.58	7,406.26	7,776.57	8,165.40	8,573.67	83.9712	88.1697	92.5783	97.2071	102.0675	107.1709
71	179,026.55	187,977.79	197,376.69	207,245.53	217,607.84	228,488.26	14,918.88	15,664.82	16,448.06	17,270.45	18,133.99	19,040.69	6,885.64	7,229.92	7,591.41	7,970.98	8,369.53	8,788.01	86.0705	90.3739	94.8926	99.6373	104.6192	109.8501
72	183,502.28	192,677.35	202,311.11	212,426.69	223,048.05	234,200.45	15,291.86	16,056.45	16,859.25	17,702.22	18,587.34	19,516.70	7,057.78	7,410.67	7,781.20	8,170.26	8,578.77	9,007.71	88.2222	92.6333	97.2650	102.1282	107.2346	112.5964

ATTACHMENT NO. 8-B

TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE SEPTEMBER 16, 2026
ADOPTED SEPTEMBER 16, 2026

Salary Range	Annually						Monthly						Per Pay Period						Hourly					
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
73	188,089.81	197,494.23	207,369.00	217,737.47	228,624.25	240,055.43	15,674.15	16,457.85	17,280.75	18,144.79	19,052.02	20,004.62	7,234.22	7,595.93	7,975.73	8,374.52	8,793.24	9,232.90	90.4278	94.9491	99.6966	104.6815	109.9155	115.4113
74	192,791.91	202,431.62	212,553.13	223,180.86	234,339.84	246,056.80	16,065.99	16,869.30	17,712.76	18,598.41	19,528.32	20,504.73	7,415.07	7,785.83	8,175.12	8,583.88	9,013.07	9,463.72	92.6884	97.3229	102.1890	107.2985	112.6634	118.2965
75	197,611.76	207,492.48	217,867.10	228,760.46	240,198.43	252,208.38	16,467.65	17,291.04	18,155.59	19,063.37	20,016.54	21,017.37	7,600.45	7,980.48	8,379.50	8,798.48	9,238.40	9,700.32	95.0057	99.7560	104.7438	109.9810	115.4800	121.2540
76	202,552.12	212,679.79	223,313.68	234,479.44	246,203.41	258,513.57	16,879.34	17,723.32	18,609.47	19,539.95	20,516.95	21,542.80	7,790.47	8,179.99	8,588.99	9,018.44	9,469.36	9,942.83	97.3808	102.2499	107.3623	112.7305	118.3670	124.2854
77	207,615.96	217,996.73	228,896.45	240,341.42	252,358.38	264,976.38	17,301.33	18,166.39	19,074.70	20,028.45	21,029.86	22,081.37	7,985.23	8,384.49	8,803.71	9,243.90	9,706.09	10,191.40	99.8154	104.8061	110.0464	115.5488	121.3261	127.3925
78	212,806.24	223,446.70	234,619.05	246,350.01	258,667.38	271,600.87	17,733.85	18,620.56	19,551.59	20,529.17	21,555.62	22,633.41	8,184.86	8,594.10	9,023.81	9,475.00	9,948.75	10,446.19	102.3107	107.4263	112.7976	118.4375	124.3593	130.5773
79	218,126.36	229,032.87	240,484.42	252,508.59	265,134.02	278,390.84	18,177.20	19,086.07	20,040.37	21,042.38	22,094.50	23,199.24	8,389.48	8,808.96	9,249.40	9,711.87	10,197.46	10,707.34	104.8684	110.1120	115.6175	121.3984	127.4683	133.8417
80	223,579.72	234,758.65	246,496.61	258,821.41	271,762.53	285,350.53	18,631.64	19,563.22	20,541.38	21,568.45	22,646.88	23,779.21	8,599.22	9,029.18	9,480.64	9,954.67	10,452.41	10,975.02	107.4903	112.8647	118.5080	124.4334	130.6551	137.1878
81	229,169.08	240,627.63	252,659.01	265,291.87	278,556.53	292,484.41	19,097.42	20,052.30	21,054.92	22,107.66	23,213.04	24,373.70	8,814.20	9,254.91	9,717.65	10,203.53	10,713.71	11,249.40	110.1774	115.6864	121.4707	127.5442	133.9214	140.6175
82	234,898.25	246,643.21	258,975.44	271,924.20	285,520.47	299,796.51	19,574.85	20,553.60	21,581.29	22,660.35	23,793.37	24,983.04	9,034.55	9,486.28	9,960.59	10,458.62	10,981.56	11,530.63	112.9319	118.5785	124.5074	130.7328	137.2695	144.1329
83	240,770.84	252,809.43	265,449.71	278,722.23	292,658.38	307,291.27	20,064.24	21,067.45	22,120.81	23,226.85	24,388.20	25,607.61	9,260.42	9,723.44	10,209.60	10,720.09	11,256.09	11,818.90	115.7552	121.5430	127.6201	134.0011	140.7011	147.7362
84	246,790.03	259,129.68	272,086.08	285,690.41	299,974.93	314,973.58	20,565.84	21,594.14	22,673.84	23,807.53	24,997.91	26,247.80	9,491.92	9,966.53	10,464.85	10,988.09	11,537.50	12,114.37	118.6491	124.5816	130.8106	137.3512	144.2187	151.4296
85	252,959.85	265,607.77	278,888.14	292,832.57	307,474.15	322,847.90	21,079.99	22,133.98	23,240.68	24,402.71	25,622.85	26,903.99	9,729.23	10,215.68	10,726.47	11,262.79	11,825.93	12,417.23	121.6153	127.6960	134.0808	140.7849	147.8241	155.2153
86	259,283.92	272,247.96	285,860.35	300,153.36	315,161.13	330,919.11	21,606.99	22,687.33	23,821.70	25,012.78	26,263.43	27,576.59	9,972.46	10,471.08	10,994.63	11,544.36	12,121.58	12,727.66	124.6557	130.8884	137.4329	144.3045	151.5198	159.0957
87	265,765.83	279,054.26	293,006.96	307,657.25	323,040.12	339,192.07	22,147.15	23,254.52	24,417.25	25,638.10	26,920.01	28,266.01	10,221.76	10,732.86	11,269.50	11,832.97	12,424.62	13,045.85	127.7720	134.1607	140.8687	147.9121	155.3078	163.0731
88	272,410.05	286,030.51	300,332.00	315,348.68	331,116.20	347,671.90	22,700.84	23,835.88	25,027.67	26,279.06	27,593.02	28,972.66	10,477.31	11,001.17	11,551.23	12,128.80	12,735.24	13,372.00	130.9664	137.5147	144.3904	151.6099	159.1905	167.1500
89	279,220.38	293,181.36	307,840.34	323,232.34	339,394.05	356,363.67	23,268.37	24,431.78	25,653.36	26,936.03	28,282.84	29,696.97	10,739.25	11,276.21	11,840.01	12,432.01	13,053.62	13,706.29	134.2406	140.9526	148.0002	155.4002	163.1702	171.3287
90	286,200.87	300,510.85	315,536.45	331,313.30	347,878.96	365,272.90	23,850.07	25,042.57	26,294.70	27,609.44	28,989.91	30,439.41	11,007.73	11,558.11	12,136.02	12,742.82	13,379.96	14,048.96	137.5966	144.4764	151.7002	159.2852	167.2495	175.6120
91	293,355.75	308,023.65	323,424.77	339,596.03	356,575.83	374,404.69	24,446.31	25,668.64	26,952.06	28,299.67	29,714.65	31,200.39	11,282.91	11,847.06	12,439.41	13,061.39	13,714.45	14,400.18	141.0364	148.0883	155.4927	163.2673	171.4307	180.0023
92	300,689.70	315,724.21	331,510.40	348,086.03	365,490.37	383,764.77	25,057.48	26,310.35	27,625.87	29,007.17	30,457.53	31,980.40	11,564.99	12,143.24	12,750.40	13,387.92	14,057.32	14,760.18	144.5624	151.7905	159.3800	167.3491	175.7165	184.5023
93	308,206.95	323,617.41	339,798.21	356,788.20	374,627.46	393,358.85	25,683.91	26,968.12	28,316.52	29,732.35	31,218.96	32,779.90	11,854.11	12,446.82	13,069.16	13,722.62	14,408.75	15,129.19	148.1764	155.5853	163.3645	171.5328	180.1094	189.1148
94	315,912.18	331,707.70	348,293.10	365,707.83	383,993.26	403,192.90	26,326.02	27,642.31	29,024.43	30,475.65	31,999.44	33,599.41	12,150.47	12,757.99	13,395.89	14,065.69	14,768.97	15,507.42	151.8809	159.4749	167.4486	175.8211	184.6121	193.8427
95	323,810.05	340,000.40	357,000.57	374,850.44	393,593.08	413,272.62	26,984.17	28,333.37	29,750.05	31,237.54	32,799.42	34,439.38	12,454.23	13,076.94	13,730.79	14,417.32	15,138.20	15,895.10	155.6779	163.4617	171.6349	180.2166	189.2274	198.6888
96	331,905.23	348,500.38	365,925.51	384,221.76	403,432.85	423,604.60	27,658.77	29,041.70	30,493.79	32,018.48	33,619.40	35,300.38	12,765.59	13,403.86	14,074.06	14,777.76	15,516.65	16,292.48	159.5698	167.5483	175.9257	184.7220	193.9581	203.6561
97	340,202.80	357,212.94	375,073.63	393,827.30	413,518.72	434,194.56	28,350.23	29,767.75	31,256.14	32,818.94	34,459.89	36,182.88	13,084.72	13,738.96	14,425.91	15,147.20	15,904.57	16,699.79	163.5590	171.7370	180.3239	189.3401	198.8071	208.7474
98	348,707.87	366,143.39	384,450.47	403,673.01	423,856.64	445,049.52	29,058.99	30,511.95	32,037.54	33,639.42	35,321.39	37,087.46	13,411.84	14,082.44	14,786.56	15,525.89	16,302.18	17,117.29	167.6480	176.0305	184.8320	194.0736	203.7772	213.9661
99	357,425.53	375,296.83	394,061.74	413,764.83	434,452.97	456,175.82	29,785.46	31,274.74	32,838.48	34,480.40	36,204.41	38,014.65	13,747.14	14,434.49	15,156.22	15,914.03	16,709.73	17,545.22	171.8392	180.4312	189.4528	198.9254	208.8716	219.3153
100	366,361.28	384,679.39	403,913.18	424,108.90	445,314.29	467,580.06	30,530.11	32,056.62	33,659.43	35,342.41	37,109.52	38,965.01	14,090.82	14,795.36	15,535.12	16,311.88	17,127.47	17,983.85	176.1352	184.9420	194.1890	203.8985	214.0934	224.7981

TRI-CITY MENTAL HEALTH AUTHORITY
MASTER CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE SEPTEMBER 16, 2026
ADOPTED SEPTEMBER 16, 2026

Classification	Salary Range
Accountant	31
Accounting Manager	52
Accounting Technician	22
Administrative Assistant	26
Administrative Services Manager	46
AOD Counselor - Registered	28
AOD Counselor I	31
AOD Counselor II	35
AOD Counselor III	39
Behavioral Health Advocate I	15
Behavioral Health Advocate II	17
Behavioral Health Program Supervisor	46
Behavioral Health Specialist I	22
Behavioral Health Specialist II	26
Behavioral Health Specialist III	30
Behavioral Health Specialist Coordinator	30
Behavioral Health Worker I	18
Behavioral Health Worker II	20
Chief Administrative Officer	65
Chief Program Officer	70
Chief Compliance & Privacy Officer	65
Chief Financial Officer	70
Chief Information Officer	65
Clinical Program Manager	57
Clinical Supervisor I	51
Clinical Supervisor II	54
Clinical Therapist I	42
Clinical Therapist II	46
Clinical Therapist Trainee	26
Communications Coordinator	32
Communications & Digital Supervisor	46
Community Behavioral Health Trainer	37
Community Capacity Organizer	37
Community Navigator	19
Compliance Specialist I	37
Compliance Specialist II	42
Controller	57
Crisis Intervention & Medication Support Manager	52
Crisis Intervention & Medication Support Supervisor	37
Data Analyst	42
Data Specialist	38
Data Supervisor	46
Deputy Director	61
Director of MHSA & Ethnic Services	65
Diversity, Equity & Inclusion Coordinator	37
Electronic Health Reocrds Specialist	37
Executive Assistant	36
Executive Director	93
Facilities and Safety Manager	46
Facilities Coordinator	42
Facilities Maintenance Worker	19
Grants Manager	47
Group Services Coordinator	37
Housing Manager	52
Housing Outreach Specialist	26
Housing Supervisor	46
Human Resources Analyst	38

Human Resources Assistant	19
Human Resources Director	60
Human Resources Technician	32
Information Technology Service Desk & Project Supervisor	46
Information Technology Specialist I	30
Information Technology Specialist II	34
Information Technology Systems Administrator & Security Officer	52
Joint Powers Authority (JPA) Administrator/Clerk	55
Manager of Best Practices	52
Master of Social Work/Master of Marriage & Family Therapy Intern	15
Medical Assistant	15
Medical Director	93
Medical Records Supervisor	46
MHSA Program Coordinator	42
MHSA Projects Manager	52
Nurse Practitioner	71
Nurse Practitioner Supervisor	76
Occupational Therapist	50
Occupational Therapy Student Intern	15
Office Assistant	15
Office Specialist	19
Outreach Coordinator - AFBS	42
Outreach Coordinator - Direct Link	37
Patient Financial Services Worker I	16
Patient Financial Services Worker II	20
Peer Support Specialist I	15
Peer Support Specialist I - TAY	15
Peer Support Specialist II	19
Peer Support Specialist II - TAY	19
Program Analyst	42
Program Manager	52
Program Manager - Quality Improvement	57
Program Supervisor	46
Program Support Supervisor	31
Psychiatric Technician I	22
Psychiatric Technician II	26
Psychiatrist I	82
Psychiatrist II	86
Psychiatrist III	90
Psychologist	46
Quality Assurance Specialst I	38
Quality Assurance Specialst II	42
Quality Assurance Specialist III	46
Quality Assurance Supervisor	50
Registered Nurse	52
Registered Nurse Supervisor	56
Residential Services Coordinator	18
Revenue/Billing Manager	52
Senior Accountant	37
Senior Facilities Maintenance Worker	23
Senior Human Resources Analyst	42
Senior Information Technology Specialist	52
Senior Behavioral Health Specialist	26
Strategic Initiatives Director	60
TCG Gardener	15
Utilization Review Clinician	48
WET Supervisor	46
Wraparound Coach	42
Wraparound Facilitator	39

AGENDA ITEM NO. 9

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, MA, LMFT, Executive Director

BY: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 882 Approving the Third Amendment to the Independent Contractor Agreement for Janitorial Services with Priority Building Services, LLC and Authorizing the Executive Director to Execute the Third Amendment

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Summary:

Staff is seeking approval of a Resolution authorizing the Executive Director to execute a Third Amendment to the Independent Contractor Agreement for Janitorial Services ("Third Amendment") with Priority Building Services, LLC. The Third Amendment will extend the term of the existing Agreement through October 31, 2026, with an additional option to extend the agreement for 30 days, for an approximate total amount not-to-exceed $24,709.16. The Third Amendment will extend the term to allow Priority Building Services, LLC to provide janitorial services under the terms of the existing Agreement until such time as Tri-City Mental Health Authority is able to complete the process for securing a new long term janitorial services contract.

Background:

In July 2021, the Governing Board approved the Executive Director to execute an Independent Contractor Agreement for Janitorial Services ("Agreement") with Priority Building Services, LLC to service all of Tri-City's locations. The Agreement was for an initial term of three years beginning on August 17, 2021, with an option to extend the Agreement for two additional years. On June 15, 2022, Tri-City entered into a First Amendment to the Agreement to provide services at an additional Tri-City location located at 1900 Royalty Drive, Suite 200, Pomona, CA. The existing Agreement was set to expire on August 16, 2026. On July 15, 2026 the Governing Board Approved Resolution No. 874 authorizing the Executive Director to enter into a Second Amendment to extend the term through September 30, 2026 in order to ensure no gap in services was experienced while management continued the process of securing a new contract.

Staff is requesting approval of the Resolution and authorization to enter into a Third Amendment to the Agreement ("Third Amendment"), extending the term of the existing Agreement with Priority Building Services, LLC through October 31, 2026 with an

additional option to extend the agreement for another 30 days if needed. Priority Building Services, LLC, has agreed to continue providing services at the same previously increased rate of $12,354.58 per month.

Approval of the Third Amendment will allow Priority Building Services, LLC to provide janitorial services under the terms of the existing Agreement until such time as Tri-City is able to complete the process for securing a new long term janitorial services contract.

Fiscal Impact:

The cost of the janitorial services will be $12,354.58 for the month of October 2026. This expense has been accounted for within the 2026-27 budget within the Janitorial Services and Supplies line item.

Recommendation:

It is recommended that the Governing Board approve Resolution No. 882 authorizing the Executive Director to execute the Third Amendment to the Independent Contractor Agreement for Janitorial Services with Priority Building Services, LLC, thereby extending the term of the existing Agreement to October 31, 2026, with an additional option to extend the agreement for another 30 days.

Attachments

Attachment 9-A: *Resolution No. 882*
Attachment 9-B: *3rd Amendment to the Independent Contractor Agreement for Janitorial Services with Priority Building Services, LLC*

RESOLUTION NO. 882

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE THIRD AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR JANITORIAL SERVICES WITH PRIORITY BUILDING SERVICES, LLC

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

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

A. Tri-City Mental Health Authority ("Authority" or "TCMHA") adopted Resolution No. 600 authorizing an Independent Contractor Agreement for Janitorial Services ("Agreement") with Priority Building Services, LLC ("Contractor"). Pursuant to this Agreement, Contractor would provide janitorial services to various TCMHA locations. The term of the Agreement began on August 17, 2021 for an initial term of three years, with an option to extend the term for two additional years.

B. On June 15, 2022, TCMHA adopted Resolution No. 661 authorizing the First Amendment to the Agreement with Contractor ("First Amendment"). The First Amendment expanded janitorial services to the additional space located at 1900 Royalty Drive, Suite 200, Pomona, CA for the amount of $74 per month.

C. On July 15, 2026, TCMHA adopted Resolution No. 874 authorizing the Second Amendment to the Agreement with Contractor ("Second Amendment"). The Second Amendment extended the term of the Agreement from August 16, 2026 through September 30, 2026 and increased the rate of compensation to Contractor for the period of August 17, 2026 through September 30, 2026.

D. TCMHA desires to enter into a Third Amendment to the Agreement with Contractor to extend the term of the Agreement through October 31, 2026 at the same increased rate set forth in the Second Amendment, totaling $12,354.58 per month. TCMHA shall also have the option to extend the Agreement for an additional thirty (30) days, under this rate, by providing Contractor notice of its intention to exercise this option.

E. Extension of the term will allow Contractor to provide janitorial services under the terms of the existing Agreement until such time as TCMHA is able to complete the process for securing a new long term janitorial services contract.

[Continues on page 2]

2. Action

The Governing Board approves and authorizes TCMHA to enter into a Third Amendment to the Agreement with Priority Building Services, LLC and authorizes the Executive Director to execute the Third Amendment to the Agreement.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONSTON PLACIDE, EXECUTIVE DIRECTOR

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

www.tricitymhs.org

THIRD AMENDMENT

TO

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

TRI-CITY MENTAL HEALTH AUTHORITY

AND

PRIORITY BUILDING SERVICES, LLP

DATED

SEPTEMBER 16, 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 NO. 9-B

THIRD AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This Third Amendment to Independent Contractor Agreement ("Third Amendment") is made and entered into as of September 16, 2026 ("Effective Date"), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("TCMHA" or "Authority") and PRIORITY BUILDING SERVICES, LLC, a California Limited Liability Company ("CONTRACTOR"). TCMHA and CONTRACTOR are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

A. TCMHA and CONTRACTOR entered into an Independent Contractor Agreement dated August 17, 2021 ("Original Agreement") for CONTRACTOR to provide Janitorial Services at several TCMHA locations.

B. TCMHA and CONTRACTOR entered into a First Amendment to Independent Contractor Agreement ("First Amendment"), dated January 15, 2022, which increased services for an additional suite at the 1900 Royalty Drive location in Pomona, California.

C. TCMHA and CONTRACTOR entered into a Second Amendment to Independent Contractor Agreement ("Second Amendment"), dated July 15, 2026, which extended the Original Agreement term from August 16, 2026 through September 30, 2026 and increased the rate of compensation to CONTRACTOR for the period of August 17, 2026 through September 30, 2026. Together, the Original Agreement, the First Amendment, and the Second Amendment shall be referred to as the "Agreement".

D. The Parties desire to enter into this Third Amendment to further extend the Agreement term at the previously increased rate of compensation to CONTRACTOR.

NOW, THEREFORE, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Third Amendment:

AGREEMENT

1. DEFINED TERMS.

Capitalized terms used herein shall have the meanings set forth in the Agreement, or the recitals of this Third Amendment.

2. TERM.

Section 7 (Term) of the Agreement is hereby amended and restated as follows:

"The services and/or materials furnished under this Agreement shall commence on August 17, 2021 and shall be and remain in full force and effect until October 31, 2026; unless amended

or terminated in accordance with the provisions of Section 8 below. TCMHA shall have an additional option to extend the Agreement for a period of thirty (30) days. TCMHA shall notify CONTRACTOR of its intention to exercise this option no later than seven (7) calendar days prior to the expiration of the Agreement term."

3. COUNTERPARTS.

This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

4. PRESERVATION OF AGREEMENT.

Except as expressly modified or changed in this Third Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Third Amendment and the provisions of the Agreement, the provisions of this Third Amendment shall control.

[Signatures on the Following Page.]

TO EXECUTE THIS THIRD AMENDMENT, the Parties have caused their duly authorized representatives to sign below, as of the Effective Date.

TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority

By:_____
Ontson Placide, Executive Director

Attest:

By:_____
Diana Acosta, Chief Financial Officer

Approved as to Form:

RICHARDS WATSON & GERSHON

By:_____
Steven L. Flower, General Counsel

PRIORITY BUILDING SERVICES, LLC, a California Limited Liability Company

By:_____
Eddie Rocha, Vice President

AGENDA ITEM NO. 10

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

BY: Diana Acosta, Chief Financial Officer

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

Summary:

Tri-City currently occupies and leases office space from the City of Claremont which is located at 1717 N. Indian Hill Boulevard, in Claremont, California totaling approximately 3996 square feet. The existing lease is set to expire on September 30, 2026 and at this time management is seeking to renew the existing lease on a month-to-month basis beginning October 1, 2026.

Background:

To maximize available space for direct client care staff at Tri-City's service locations, Tri-City has leased office space from the City of Claremont since 2008 to accommodate administrative functions. Historically, lease renewals have been executed in five- to six-year terms; however, due to ongoing organizational growth and evolving space needs, Tri-City continues to assess its long-term administrative facility requirements.

A significant factor in this assessment is the agency's recently acquired administrative building located at 431 Baseline Road in Claremont, which is currently undergoing renovation and tenant improvements for future occupancy. Based on the current project timeline, the facility is not anticipated to be operational until approximately the third quarter of FY 2026-27. As a result, continued occupancy of the existing Claremont administrative offices remains critical to maintaining uninterrupted administrative operations and supporting the agency's ongoing expansion associated with Behavioral Health Services Act (BHSA) implementation and related organizational growth.

The City of Claremont has agreed to continue leasing the space on a month-to-month basis, providing Tri-City with the flexibility necessary to transition into its renovated facility once it becomes available or to reevaluate future space needs should operational requirements change.

Tri-City management requests authorization for the Executive Director to execute the Lease Agreement Amendment and renewal for office space located at 1717 N. Indian Hill Boulevard, Suite B, Claremont. The amendment will become effective October 1, 2026,

on a month-to-month basis and is currently anticipated to remain in effect through at least September 30, 2027, subject to ongoing evaluation of agency facility needs and the completion of the 431 Baseline renovation project. The Lease Agreement Amendment has been reviewed by the City of Claremont's legal counsel, Tri-City management, and Tri-City legal counsel.

Tri-City will lease the space at the rate of $10,085.16 per month beginning October 1, 2026. The rate of $10,085.16 per month will continue until September 30, 2027 at which time is set to increase annually based on CPI data which is approximately 3%. Tri-City will continue to be responsible for maintenance and custodial services and utilities. Tri-City will also continue to have exclusive use of the facility to operate the administrative functions of Tri-City, including executive offices, administrative support to manage operations, conduct meetings and other programs and services as approved by Lessor.

Fiscal Impact:

The fiscal impact will be at the month-to month rate of $10,085.16 per month beginning October 1, 2026 with an annual increase of approximately 3% per year thereafter. The cost for this item has been accounted for in the 2026-27 Budget within the Facility Rent line item.

Recommendation:

Staff recommends that Resolution No. 883 be approved authorizing the Executive Director to execute the second amendment to the lease agreement with the City of Claremont for office space located at 1717 N. Indian Hill Boulevard, Suite B, in Claremont, California.

Attachments

Attachment 10-A: Resolution No. 883 (Draft)
Attachment 10-B: Second Amendment with the City of Claremont

RESOLUTION NO. 883

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING THE SECOND AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF CLAREMONT FOR USE OF OFFICE SPACE AT 1717 N. INDIAN HILL BOULEVARD, SUITE B, IN CLAREMONT, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT

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

1. Governing Board hereby approves the Second Amendment to the Lease Agreement for office space at 1717 N. Indian Hill Boulevard, Suite B, in Claremont ("Agreement") between Tri-City Mental Health Authority and the City of Claremont to update the rental amount and procedures for rental increases. The stated term of the agreement will end on September 30, 2026, at which time it will convert to a month-to-month tenancy. The monthly rent will be $10,085.16 per month beginning October 1, 2026.

2. The Governing Board hereby authorizes and directs the Executive Director to execute the Second Amendment to the Lease.

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held September 16, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jed Leano, Chair

APPROVED AS TO FORM:

ATTEST:

Steven L. Flower, General Counsel

Ontson Placide, MA, LMFT,
Executive Director

ATTACHMENT NO. 10-A

CITY OF CLAREMONT
SECOND AMENDMENT TO LEASE AGREEMENT
FOR
TRI-CITY MENTAL HEALTH AUTHORITY BUILDING SPACE

ARTICLE 1. PARTIES AND DATE

This SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is dated September 16, 2026, and is entered into by and between the CITY OF CLAREMONT ("Lessor") and TRI-CITY MENTAL HEALTH AUTHORITY ("Lessee").

ARTICLE 2. RECITALS

2.1 Lessor and Lessee entered into that certain Lease Agreement, dated October 1, 2020 ("Agreement"), whereby Lessor leased to Lessee the Youth and Family Support Center (Y&FSC) property located at 1717 North Indian Hill Boulevard, in the City of Claremont, County of Los Angeles, State of California under the terms and conditions set forth in the Agreement.

2.2 The Agreement was amended by a First Amendment dated October 1, 2025.

2.3 The stated term of the Agreement will end on September 30, 2026, at which time it will convert to a month-to-month tenancy.

2.4 Lessor and Lessee now desire to again amend the Agreement to update the rental amount and procedures for rental increases.

ARTICLE 3. AMENDMENTS

3.1. Lease Payments. Starting October 1, 2026, Lessee shall pay to Lessor, as rent, the sum of $10,085.16 per month, on or before the first day of each calendar month, prorated for any partial month.

Rent shall be increased annually on a cumulative basis on October 1st of each year, by a percentage equal to the percentage increase in the Consumer Price Index (CPI) for all urban consumers for the Los Angeles-Long Beach-Anaheim area, published by the United States Department of Labor, Bureau of Labor Statistics, for each subsequent year of holdover (if applicable), for July of the year preceding the year of the anniversary to July of the following year.

ARTICLE 4. MISCELLANEOUS.

4.1 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the Second Amendment.

4.2 Time of the Essence. Time is of the essence of each provision of this Second Amendment in which time is a factor.

4.3 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

LESSOR:

CITY OF CLAREMONT

By: _____
Adam Pirrie
City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
Rutan & Tucker, LLP
City Attorney

LESSEE:

TRI-CITY MENTAL HEALTH AUTHORITY

By: _____
Ontson Placide
Executive Director

Approved as to Form:

By: _____
Richards Watson & Gershon
General Counsel

CITY OF CLAREMONT
SECOND AMENDMENT TO LEASE AGREEMENT
FOR
TRI-CITY MENTAL HEALTH AUTHORITY BUILDING SPACE

ARTICLE 1. PARTIES AND DATE

This SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is dated September 16, 2026, and is entered into by and between the CITY OF CLAREMONT ("Lessor") and TRI-CITY MENTAL HEALTH AUTHORITY ("Lessee").

ARTICLE 2. RECITALS

2.1 Lessor and Lessee entered into that certain Lease Agreement, dated October 1, 2020 ("Agreement"), whereby Lessor leased to Lessee the Youth and Family Support Center (Y&FSC) property located at 1717 North Indian Hill Boulevard, in the City of Claremont, County of Los Angeles, State of California under the terms and conditions set forth in the Agreement.

2.2 The Agreement was amended by a First Amendment dated October 1, 2025.

2.3 The stated term of the Agreement will end on September 30, 2026, at which time it will convert to a month-to-month tenancy.

2.4 Lessor and Lessee now desire to again amend the Agreement to update the rental amount and procedures for rental increases.

ARTICLE 3. AMENDMENTS

3.1. Lease Payments. Starting October 1, 2026, Lessee shall pay to Lessor, as rent, the sum of $10,085.16 per month, on or before the first day of each calendar month, prorated for any partial month.

Rent shall be increased annually on a cumulative basis on October 1st of each year, by a percentage equal to the percentage increase in the Consumer Price Index (CPI) for all urban consumers for the Los Angeles-Long Beach-Anaheim area, published by the United States Department of Labor, Bureau of Labor Statistics, for each subsequent year of holdover (if applicable), for July of the year preceding the year of the anniversary to July of the following year.

ARTICLE 4. MISCELLANEOUS.

4.1 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the Second Amendment.

4.2 Time of the Essence. Time is of the essence of each provision of this Second Amendment in which time is a factor.

4.3 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

LESSOR:

CITY OF CLAREMONT

By: _____
Adam Pirrie
City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
Rutan & Tucker, LLP
City Attorney

LESSEE:

TRI-CITY MENTAL HEALTH AUTHORITY

By: _____
Ontson Placide
Executive Director

Approved as to Form:

By: _____
Richards Watson & Gershon
General Counsel

AGENDA ITEM NO. 11

Tri-City Mental Health Authority

AGENDA REPORT

DATE: September 16, 2026

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. 884 Authorizing the Executive Director to Negotiate and Execute the First Amendment to the Independent Contractor Agreement with Centerscapes, Inc for Landscape Maintenance Services**

Summary:

Tri-City management is seeking authorization for the Executive Director to negotiate and execute an amendment with the existing landscape service, Centrescapes, Inc for landscaping services to extend CONTACTOR's Services to the TCMHA property located at 431 W. Baseline Road, in Claremont, California (the "Property").

Background:

In December of 2025, the Governing Board approved Resolution No. 833 Authorizing the Executive Director to enter in a three-year agreement (with an option to extend two additional years) with Centrescapes, Inc for Landscape Maintenance Services. Since this date Tri-City acquired a property located at 431 West Baseline Road, in the City of Claremont to house administrative personnel. Tri-City Management is requesting authorization for the Executive Director to execute the first amendment with Centrescapes, Inc. for landscape maintenance services for this new location. The existing vendor has agreed to provide landscaping services for this location at the monthly rate of $1,250 per month which would include complete detailed maintenance and landscaping services and tree trimming as the property has approximately 16 trees.

Fiscal Impact:

The fiscal impact will include a rate of $1,250 per month for a total up to $12,500 for fiscal year 2026-27 and $15,000 for the remaining fiscal years in the existing contract through fiscal year 2030. This expense has been accounted for within the 2026-27 budget within the Building Repair and Maintenance line item.

Recommendation:

Staff recommends that Resolution No. 884 be approved authorizing the Executive Director to execute the first amendment to the independent contractor agreement for landscape maintenance services with Centrescapes, Inc..

Attachments

Attachment 11-A: Resolution No. 884 (Draft)
Attachment 11-B: First Amendment with Centrescapes, Inc.
Attachment 11-C: Contractor's Proposal

RESOLUTION NO. 884

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE FIRST AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT FOR LANDSCAPE SERVICES WITH CENTRESCAPES, INC.

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. On December 17, 2025, Tri-City Mental Health Authority ("Authority" or "TCMHA") adopted Resolution No. 833 authorizing an Independent Contractor Agreement for Landscape Services ("Agreement") with Centrescapes, Inc. ("Contractor"). Pursuant to this Agreement, Contractor would provide landscaping services ("Services") to various TCMHA locations.

B. TCMHA desires to enter into a First Amendment to the Agreement to allow Contractor to provide Services at an additional TCMHA property located at 431 W. Baseline Road, in Claremont, California 91711 (the "Property").

C. The First Amendment will govern the terms and the rate of compensation for Contractor's performance of Services at the Property.

2. Action

The Governing Board approves and authorizes TCMHA to enter into a First Amendment to the Independent Contractor Agreement with Centrescapes, Inc. and authorizes the Executive Director to execute the First Amendment, subject to review and approval by the General Counsel.

[Continues on Page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONSTON PLACIDE, EXECUTIVE DIRECTOR

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

www.tricitymhs.org

FIRST AMENDMENT

TO

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

TRI-CITY MENTAL HEALTH AUTHORITY

AND

CENTRESCAPES, INC.

DATED

SEPTEMBER 16, 2026

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

Clinical Office / Adult
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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

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This First Amendment to Independent Contractor Agreement ("First Amendment") is made and entered into as of September 16, 2026 ("Effective Date"), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("TCMHA" or "Authority") and CENTRESCAPES, INC., a California Corporation ("CONTRACTOR"). TCMHA and CONTRACTOR are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

A. TCMHA and CONTRACTOR entered into an Independent Contractor Agreement dated January 1, 2026 ("Original Agreement") for CONTRACTOR to provide landscape services ("Services") at several TCMHA locations.

B. The Parties desire to enter into this First Amendment to Independent Contractor Agreement ("First Amendment") to extend CONTACTOR's Services to the TCMHA property located at 431 W. Baseline Road, in Claremont, California (the "Property"). Together the Original Agreement and the First Amendment shall be referred to as the "Agreement".

NOW, THEREFORE, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment:

AGREEMENT

1. DEFINED TERMS.

Capitalized terms used herein shall have the meanings set forth in the Agreement, or the recitals of this First Amendment.

2. SCOPE OF SERVICES; ADDITION OF EXHIBIT D.

CONTRACTOR shall provide the Services in accordance with the Original Agreement and in accordance with the scope of services described in Exhibit "D", attached and incorporated herein. Section 3 of the Original Agreement (Scope of Services) is amended to read as follows:

> Contractor shall provide the specified landscape services, labor and materials ("Services") as set forth in the Exhibit "A" of this Agreement and the Contractor's Proposal for Landscaping Services incorporated into and made a part of this Agreement as Exhibit "B". Said services, labor and/or materials shall be extended to TCMHA site located at 431 W. Baseline Road, Claremont, California 91711 as said forth, incorporated into, and made a part of this Agreement as Exhibit "D".

3. COMPENSATION.

Beginning on September 16, 2026, TCMHA shall compensate CONTRACTOR for the Services pursuant to the rates attached within Exhibit "D".

4. COUNTERPARTS.

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

5. PRESERVATION OF AGREEMENT.

Except as expressly modified or changed in this First Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall control.

[Signatures on the Following Page.]

TO EXECUTE THIS FIRST AMENDMENT, the Parties have caused their duly authorized representatives to sign below, as of the Effective Date.

TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority

By:_____
Ontson Placide, Executive Director

Attest:

By:_____
Diana Acosta, Chief Financial Officer

Approved as to Form:

RICHARDS WATSON & GERSHON

By:_____
Steven L. Flower, General Counsel

CENTRESCAPES, INC., a California Corporation

By:_____
Jason Marcus, President

Exhibit D

CONTRACTOR PROPOSAL FOR TCMHA SITE LOCATED AT

431 W. BASELINE ROAD, CLAREMONT, CALIFORNIA 91711

(Attached)

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

www.tricitymhs.org

FIRST AMENDMENT

TO

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

TRI-CITY MENTAL HEALTH AUTHORITY

AND

CENTRESCAPES, INC.

DATED

SEPTEMBER 16, 2026

Administrative Office
1717 North Indian Hill
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Phone (909) 623-6131
Fax (909) 326-4690

Wellness Center
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Pomona, CA 91767
Phone (909) 242-7600
Fax (909) 242-7691

ATTACHMENT NO. 11-B

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This First Amendment to Independent Contractor Agreement ("First Amendment") is made and entered into as of September 16, 2026 ("Effective Date"), by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("TCMHA" or "Authority") and CENTRESCAPES, INC., a California Corporation ("CONTRACTOR"). TCMHA and CONTRACTOR are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

A. TCMHA and CONTRACTOR entered into an Independent Contractor Agreement dated January 1, 2026 ("Original Agreement") for CONTRACTOR to provide landscape services ("Services") at several TCMHA locations.

B. The Parties desire to enter into this First Amendment to Independent Contractor Agreement ("First Amendment") to extend CONTACTOR's Services to the TCMHA property located at 431 W. Baseline Road, in Claremont, California (the "Property"). Together the Original Agreement and the First Amendment shall be referred to as the "Agreement".

NOW, THEREFORE, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this First Amendment:

AGREEMENT

1. DEFINED TERMS.

Capitalized terms used herein shall have the meanings set forth in the Agreement, or the recitals of this First Amendment.

2. SCOPE OF SERVICES; ADDITION OF EXHIBIT D.

CONTRACTOR shall provide the Services in accordance with the Original Agreement and in accordance with the scope of services described in Exhibit "D", attached and incorporated herein. Section 3 of the Original Agreement (Scope of Services) is amended to read as follows:

> Contractor shall provide the specified landscape services, labor and materials ("Services") as set forth in the Exhibit "A" of this Agreement and the Contractor's Proposal for Landscaping Services incorporated into and made a part of this Agreement as Exhibit "B". Said services, labor and/or materials shall be extended to TCMHA site located at 431 W. Baseline Road, Claremont, California 91711 as said forth, incorporated into, and made a part of this Agreement as Exhibit "D".

3. COMPENSATION.

Beginning on September 16, 2026, TCMHA shall compensate CONTRACTOR for the Services pursuant to the rates attached within Exhibit "D".

4. COUNTERPARTS.

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

5. PRESERVATION OF AGREEMENT.

Except as expressly modified or changed in this First Amendment, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall control.

[Signatures on the Following Page.]

TO EXECUTE THIS FIRST AMENDMENT, the Parties have caused their duly authorized representatives to sign below, as of the Effective Date.

TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority

By:_____
Ontson Placide, Executive Director

Attest:

By:_____
Diana Acosta, Chief Financial Officer

Approved as to Form:

RICHARDS WATSON & GERSHON

By:_____
Steven L. Flower, General Counsel

CENTRESCAPES, INC., a California Corporation

By:_____
Jason Marcus, President

Exhibit D

CONTRACTOR PROPOSAL FOR TCMHA SITE LOCATED AT

431 W. BASELINE ROAD, CLAREMONT, CALIFORNIA 91711

(Attached)

September 2, 2026

Tri-City Mental Health

Claremont, CA

Summary of Landscape Maintenance Program

Services Provided:

1. Complete detailing of all landscaping by a fully trained roving crew once per week.
2. All chemicals included.
3. All upgrades, plants, cover mulch and flowers to be detailed in written proposals.
4. Landscape upgrades and inspection reports to be submitted upon request.
5. Tree trimming limited to 12 feet and under. Additional tree trimming to be approved in a separate proposal.
6. All CentréScapes crewmembers will be neatly dressed in blue uniforms. The company name will be present for easy identification.
7. All management personnel and supervisors are equipped with T-Mobil communications systems.
8. Irrigation tech to visit the property as needed at no charge to monitor irrigation. Irrigation repairs to be billed at time and material with prior approval.
9. Pro-active Management – our approach will be to submit upgrade reports to improve areas before a problem arises.
10. Area supervisor or management readily available to meet with property management.
11. All invoices due within 30 days.

Monthly Total: $1,250.00

LANDSCAPE SPECIFICATION "A"

1. **Lawn-Turf Control:**

   Lawn-turf control includes all maintenance required to produce green and healthy grass.

   a. Fertilize on an as needed basis. Generally, once every six (6) weeks in the growing seasons and once every eight (8) weeks in cool seasons.

   b. Mow weekly during the growing seasons. Mow every other week during cool season. Clipping may be left if a mulching mower is used and the variety of the grass warrants.

   c. Trim and edge weekly on the same cycle as mowing.

   d. Apply pre-emergent herbicides in February.

   e. Spray out broad leaf weeds on an as needed basis.

2. **Trees, Shrubs, and Ground Cover:**

   a. Fertilize all shrubs and ground cover as needed.

   b. Fertilize trees as needed.

   c. Tree trimming shall be limited to 12' in height. Above this will be negotiated with the Owner.

   d. Pruning, trimming and shaping will be done when and where required. Each plant species is different.

3. **Irrigation Control:**

   a. **Operation:** to provide sufficient water to all existing turf, shrubs, and trees. Contractor is not wholly responsible for coverage if Contractor did not design or install the system.

   b. **Maintenance:** check each system on an as needed basis to ensure the best possible results.

c. **Repairs:** all lateral lines and sprinklers will be repaired at time and material. All mainlines, valves and clocks will be repaired as an extra, after it has been pre-approved. Under certain emergency situations the Contractor shall take it upon himself without pre-approval to repair leaks if it poses a liability to the Owner, Property or the Contractor.

4. **Trash:**

a. Debris generated from the landscape maintenance services shall be disposed of in onsite containers.

b. Trash pick-up in the planters will be done each time the crews work on the project.

5. **Inspection:**

a. The Area Supervisor for the Contractor shall visit the property as needed.

b. Management for the Contractors shall check in at least once a month.

AGENDA ITEM NO. 12

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Diana Acosta, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 885 Approving the Agreement with Sisson Design Group for Space Planning and Design Services at 431 W. Baseline Road, Claremont, CA

Summary:

Staff requests approval of an Independent Contractor Agreement with Sisson Design Group to provide space planning and design services for the remodeling of Tri-City Mental Health Authority offices at 431 W. Baseline Road in Claremont. The proposed administrative building will support TCMHA's continued organizational growth by providing additional capacity for administrative functions associated with the Behavioral Health Services Act transformation and other expanding programs.

Background:

TCMHA is expanding its infrastructure and workforce to implement new programming and the administrative functions required to support the Behavioral Health Services Act transformation. The Authority is also experiencing growth in non-BHSA programs. As staffing expands, administrative employees currently occupying 1717 Indian Hill and some direct service locations will be relocated to the new administrative building, allowing existing clinical and direct service facilities to be used more effectively for service delivery.

The 431 W. Baseline Road property represents a significant capital investment previously supported through Capital Facilities and Technological Needs funding expended during the prior fiscal year. The proposed Agreement advances the next phase of the project by engaging Sisson Design Group to prepare a Conceptual Space Plan and a Pricing Space Plan for the remodeling construction. The Agreement term is September 16, 2026 through April 30, 2027.

Fiscal Impact:

The Agreement establishes compensation based on actual services performed and invoiced in accordance with the contractor's approved rates, in an amount not to exceed $70,000. Funding for the proposed services has been included in the current fiscal year budget under the professional services line item as drawn from Capital Facilities and

Technology Needs (CFTN) funding. No additional budget appropriation is requested as part of this action.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 885 approving the Agreement with Sisson Design Group for space planning and design services at 431 W. Baseline Road and authorize the Executive Director to execute the Agreement.

Attachments

Attachment No. 12-A:	Resolution No. 885 - DRAFT
Attachment No 12-B:	Independent Contractor Agreement with Sisson Design Group

RESOLUTION NO. 885

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN AGREEMENT WITH SISSON DESIGN GROUP FOR SPACE PLANNING AND DESIGN SERVICES AT 431 W. BASELINE ROAD, CLAREMONT, 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 is expanding its infrastructure and workforce to support new programming and administrative requirements associated with the Behavioral Health Services Act transformation, as well as continued growth in non-BHSA programs.

B. The Authority intends to develop 431 W. Baseline Road as an administrative building and relocate certain administrative staff currently occupying the 1717 Indian Hill site along with other direct service facilities, thereby supporting the effective use of existing clinical and direct service space.

C. Sisson Design Group will provide space planning services, including a Conceptual/Test-Fit Space Plan and a Pricing Space Plan, for the remodeling construction of the Authority's offices at 431 W. Baseline Road, Claremont, California.

2. Action

The Governing Board hereby approves the Independent Contractor Agreement between Tri-City Mental Health Authority and Sisson Design Group for a term commencing September 16, 2026 through April 30, 2027, in an amount not to exceed $70,000, and authorizes the Executive Director to execute the Agreement and take all actions reasonably necessary to implement it.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

TRI·CITY Mental Health

HOPE. WELLNESS. COMMUNITY.

Let's find it together.

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

www.tricitymhs.org

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

SISSON DESIGN GROUP

DATED

SEPTEMBER 16, 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

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Contract" or "Agreement") is made and entered into as of September 16, 2026 ("Agreement Date") by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers authority organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter "TCMHA" or "Authority") and SISSON DESIGN GROUP, a California limited liability company, with its principal place of business at 3100 E. Cedar Street, Suite 26, Ontario, CA 91761 (hereinafter "CONTRACTOR"). TCMHA and CONTRACTOR are sometimes individually referred to as a "Party" and collectively as "Parties."

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

CONTRACTOR shall furnish all materials and necessary equipment to provide space planning services, including a Conceptual/Test-Fit Space Plan drawing and a Pricing Space Plan drawing for the remodeling construction of the TCMHA offices located at 431 W. Baseline Road, Claremont, CA 91711, as set forth in CONTRACTOR's Proposal incorporated into and made a part of this Agreement as 'Exhibit B,' which are collectively referred to herein as "the Services." CONTRACTOR affirms that it has the appropriate experience, expertise, and resources to undertake the Services and has agreed to undertake the Services pursuant to this Agreement, and to the best of its ability.

4. PERFORMANCE OF SERVICES

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

Contractor shall comply will all applicable federal, state and local laws, codes, ordinances, rules, orders, regulations, and statutes affecting the completion of the project and/or any services performed under this Agreement.

5. SUBCONTRACTORS

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

CONTRACTOR shall perform the services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate, so long as the services are provided within the manner and time frame pursuant to this Agreement.

7. TERM

The services and/or materials furnished under this agreement shall commence on September 16, 2026 to April 30, 2027, unless earlier terminated in accordance with the provisions of Section 8 below; or renewed subject to an amendment to this Agreement.

8. TERMINATION. This Agreement may be terminated only as follows:

a. Written Election. TCMHA may terminate this Agreement at any time, without cause, upon ten (10) calendar days' prior written notice to the other Party. CONTRACTOR agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

b. Effect of Termination. No termination of this Agreement shall affect or impair CONTRACTOR's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, CONTRACTOR shall immediately deliver all written work product, if any, to TCMHA, and a final invoice which shall be consistent with all work performed up to the date of termination.

9. COMPENSATION. For the full performance of this Agreement:

a. TCMHA shall pay CONTRACTOR in accordance with the hourly rates, fees, and pricing set forth in the CONTRACTOR's Proposal, which upon acceptance by TCMHA shall be incorporated into and made a part of this Agreement as Exhibit B. Payment shall be made within fifteen (15) days following receipt of a properly submitted invoice and satisfactory completion of the services described in this Agreement. Compensation shall be based solely on actual services performed and invoiced in accordance with the rates identified in Exhibit B. In no event shall the total compensation paid under this Agreement exceed Seventy Thousand Dollars ($70,000.00) without prior written authorization through a written amendment executed by the Authority's Executive Director and any other approvals required by TCMHA policy. CONTRACTOR acknowledges and agrees that it shall not be entitled to compensation for any services performed beyond the not-to-exceed amount of $70,000.00 unless expressly authorized in writing by TCMHA prior to the performance of such services.

b. TCMHA is not responsible for paying for any work done by CONTRACTOR or any subcontractor, which was not authorized by TCMHA.

c. 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.

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

10. LICENSES

CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION

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

12. COPYRIGHTED MATERIALS

a. Protection of Copyrighted Materials. With respect to any copyrighted material that CONTRACTOR or TCMHA transmits in the course of performance under this Agreement, the transmitting party warrants that it either owns the copyright to such material of has permission from the copyright owner to transmit such information for purposes of this Agreement. If TCMHA and CONTRACTOR transmit copyrighted information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

b. CONTRACTOR'S COPYRIGHTS. CONTRACTOR shall be deemed the author and owner of any drawings and specifications it creates for TCMHA under to this Agreement and CONTRACTOR shall retain all common law, statutory and other reserved rights to such work, including copyrights; provided that submission or distribution of such work to meet official regulatory requirements or for similar purposes shall not be construed as publication in derogation of any reserved rights of CONTRACTOR.

c. License Granted. CONTRACTOR grants to TCMHA a nonexclusive license to use any drawings and specifications CONTRACTOR creates for TCMHA under this Agreement solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to TCMHA's project, provided that TCMHA substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. CONTRACTOR shall obtain for TCMHA from CONTRACTOR's subcontractors, if any, similar nonexclusive licenses consistent with this Agreement. The license granted under this section permits TCMHA to authorize its consultants, contractors, subcontractors, sub-subcontractors, and material or equipment suppliers to reproduce applicable portions of CONTRACTOR's drawings and specifications solely and exclusively for use in performing services or construction for TCMHA's project. Except for such licenses granted under this Agreement, no other license or right shall be deemed granted or implied under this Agreement. TCMHA shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of CONTRACTOR. Any unauthorized use of the Instruments of Service shall be at TCMHA's sole risk and without liability to CONTRACTOR and CONTRACTOR's consultants. TCMHA shall indemnify, defend, and hold harmless CONTRACTOR with respect to any all third party claims and causes of action to the extent caused by TCMHA's use of CONTRACTOR's drawings and specifications either in a manner not authorized under this Agreement or otherwise expressly authorized by CONTRACTOR.

13. AUDITS

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

14. CONFLICT OF INTEREST

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

15. GENERAL TERMS AND CONDITIONS

a. Indemnity.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, indemnify, and hold harmless TCMHA and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those TCMHA agents serving as independent contractors in the role of TCMHA officials (collectively "Indemnitees"), from and against any and all damages,

costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, to the extent that the claims against the Indemnitees arise out of, pertain to, or relate to which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this Agreement. A "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities.

a) Other than in the performance of design professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR 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 court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

b) CONTRACTOR shall pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and indemnify and hold TCMHA harmless from any and all taxes, assessments, penalties, and interest asserted against TCMHA by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR shall indemnify and hold TCMHA harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. TCMHA may offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to TCMHA from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to TCMHA any reimbursement or indemnification arising under this subparagraph.

c) CONTRACTOR shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. 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, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their 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 court decision or by the agreement of the Parties.

3) Workers' Compensation Acts not Limiting. CONTRACTOR's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to TCMHA, its officers, agents, employees and volunteers.

4) Insurance Requirements not Limiting. TCMHA does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by TCMHA, or the deposit with TCMHA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against TCMHA.

5) Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement

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

1) Workers Compensation Insurance: Minimum statutory limits.

2) Automobile Insurance: $1,000,000.00 per occurrence.

3) Errors And Omissions Insurance: $1,000,000 per occurrence and $2,000,000 annual aggregate.

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

5) Notice Of Cancellation: TCMHA requires, and CONTRACTOR shall provide TCMHA with, 10-day written notice of cancellation.

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.

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

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

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

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

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

g. 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.

h. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Except that any rule of

construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement. The Parties agree that venue of any action that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved exclusively in a superior court or federal court in the County of Los Angeles, California.

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

16. REPRESENTATIVE AND NOTICE

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

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

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

If to TCMHA:

Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788
Attn: Executive Director

If to CONTRACTOR:

Sisson Design Group
3100 E. Cedar Street, Suite 26
Ontario, CA 91761
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. 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.

18. EXHIBITS.

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

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

b. Exhibit B: Statement of Qualifications Proposal from Contractor dated July 23, 2026

c. Exhibit C: Proposers Proposal for Services dated September 1, 2026

19. EFFECTIVE DATE

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

20. 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.

21. 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.

22. 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.

23. EXECUTION

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

b. CONTRACTOR certifies it is aware of the requirements of Sections 313 of the California Corporations Code. If CONTRACTOR is a corporate entity, it shall either: (i) provide 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

By: _____
Ontson Placide
Executive Director

SISSON DESIGN GROUP

By: _____
Ryan Sisson
Vice President of Operations

Attest:

By: _____
Diana Acosta, Chief Financial Officer

Approved as to Form:
RICHARDS WATSON & GERSHON LAW

By: _____
Steven L. Flower, General Counsel

EXHIBIT A

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

SISSON DESIGN GROUP

Contractor's Name Last First

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

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

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

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

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

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

Ryan Sisson
Vice President of Operations

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature

Ontson Placide, Executive Director

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

DISTRIBUTION:

COPIES: Contractor
Finance

Exhibit B

STATEMENT OF QUALIFICATIONS

Architectural & Design Services
Tri-City Mental Health Authority
431 Baseline Road, Claremont, California

Prepared by

SISSONDESIGNgroup

909-930-2444 |LeeAnn.s@sissondg.com| www.sissondg.com

3100 East Cedar Street, Suite 26 Ontario, CA 91761

July 23, 2026

Diana Acosta
Chief Financial Officer
Tri-City Mental Health Authority

Dear Ms. Acosta:

Sisson Design Group is pleased to present this Statement of Qualifications for the Tri-City Mental Health Authority Office Remodel Project in Claremont, California. We understand the objective is to transform an existing office facility into a functional, welcoming, code-compliant workplace that supports behavioral health professionals, staff, clients, and visitors. Our firm appreciates the opportunity to continue our longstanding relationship with Tri-City Mental Health Authority. Having successfully completed multiple planning and renovation projects for your organization, we understand the Authority's facilities, operational priorities, and commitment to creating welcoming environments for clients, families, and staff.

Our practice is founded on collaborative planning, thoughtful design, technical excellence, and responsive client service. We believe successful workplace environments balance functionality, accessibility, wellness, and long-term value while remaining sensitive to budget and schedule objectives.

This SOQ has been organized in accordance with Section 6 of the RFQ. No pricing proposal, lump-sum fee, or cost estimate has been included.

Sincerely,

LeeAnn Sisson
Principal, CID 0572

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- Firm Qualifications
- Relevant Project Experience
- Project Team
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- References
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Firm Qualifications

Firm Overview
Sisson Design Group is a Southern California design practice providing architectural, interior architecture, workplace planning, construction documentation, FF&E coordination, and construction administration services for corporate, commercial, civic, healthcare, education, and institutional clients.

Years in Business: 25

Employees: 8

Organizational Structure:
Sisson Design Group is a principal-led design practice providing architectural, interior architecture, space planning, construction documentation, and construction administration services for commercial, healthcare, institutional, and public-sector clients throughout Southern California.

Each project is led by a Principal-in-Charge who provides executive oversight, quality assurance, and direct client involvement from programming through project completion. Day-to-day project management is provided by a dedicated Project Manager responsible for consultant coordination, scheduling, permitting, document quality, and client communication.

Our architectural and interior design staff work collaboratively with trusted structural, mechanical, electrical, plumbing, and specialty engineering consultants to develop coordinated, code-compliant design solutions. This streamlined organizational structure promotes responsive communication, efficient decision-making, and continuity throughout every phase of project delivery, enabling Sisson Design Group to consistently deliver projects on schedule, within budget, and to the highest professional standards.

Services Offered

- Architectural Design
- Interior Design
- Space Planning & Programming
- Construction Documents
- Consultant Coordination
- Accessibility & Code Compliance
- Furniture Coordination
- Construction Administration

Relevant Project Experience

Project 1

Project Name:	Tri-City Wellness Center
Client	Tri-City Mental Health
Location	1403 and 1407 N. Garey Ave., Pomona, CA
Completion Date	November 2011
Project Type	Tenant Improvement
Firm Role	Interior/Exterior Design, Conditional Use Permit Preparation and Submittal, FF&E Specifications & Project Management
Permitting Jurisdiction	City of Pomona

Project Description:
Sisson Design Group provided comprehensive architectural and interior design services for the renovation of two commercial office facilities located at 1403 and 1407 North Garey Avenue in Pomona, California**.** The project included facility planning, space programming, interior and exterior design, conditional use permit preparation, presentation and submittal, workplace modernization, accessibility upgrades, finish and material selection, furniture planning, bid coordination, preparation of construction documents, and project management services. The firm coordinated all engineering consultants and managed the permitting process, ensuring compliance with the California Building Code, ADA accessibility requirements, and California Title 24 standards. During construction, Sisson Design Group provided construction administration services, including contractor coordination, submittal and RFI review.

Services Provided

- Existing Conditions Assessment
- Facility Programming
- Workplace Planning
- Space Planning & Programming
- Interior Design
- Exterior Building Improvements
- Finish, Material & Color Selection
- Furniture, Fixtures & Equipment (FF&E) Planning and Bid Coordination
- Accessibility Evaluation & ADA Compliance
- California Building Code Compliance
- California Title 24 Coordination
- Conditional Use Permit Package Preparation, Presentation, and Permitting
- Construction Documents
- Consultant Coordination (Structural, MEP, etc.)
- Municipal Permitting & Plan Check Support
- Bid & Construction Administration
- Construction Observation
- RFI & Submittal Review
- Project Closeout Support

Project 2

Project Name	Tri City Mental Health Center Remodel
Client	Tri-City Mental Health
Location	2008 N. Garey Ave., Pomona, CA
Completion Date	September 2011 with additional remodel projects completed in 2013 and 2014
Project Type	Tenant Improvement
Firm Role	Interior/Exterior Design
Permitting Jurisdiction	City of Pomona, California

Project Description:

Working in close collaboration with Tri-City Mental Health Authority, Sisson Design Group planned and designed a series of renovations that modernized the Mental Health Center while supporting the facility's ongoing operations. Services included facility planning, space programming, architectural and interior design, preparation of construction documents, and construction administration for multiple renovation projects completed between 2011 and 2014.

Throughout the projects, the design team developed functional, code-compliant solutions that improved accessibility, enhanced operational efficiency, and created a more welcoming environment for patients, visitors, and staff. Sisson Design Group coordinated consultant disciplines, managed the permitting process, and provided construction administration through project closeout, ensuring successful implementation with minimal disruption to daily operations.

Services Provided:

- Facility Planning & Programming
- Interior Design
- Exterior Building Improvements
- Space Planning
- Construction Documents
- Building Code & ADA Compliance
- Consultant Coordination
- Construction Administration
- RFI & Submittal Review

Project 3

Project Name	Tri-City Mental Health Family and Children's Services
Client	Tri-City Mental Health
Location	1902 Royalty Drive
Completion Date	Currently Active Project
Project Type	Tenant Improvement
Firm Role	Construction Drawings
Permitting Jurisdiction	City of Pomona, California

Project Description:

Sisson Design Group is currently providing interior architectural design services for the tenant improvement project for the new Tri-City Mental Health Family and Children's Services facility located at 1902 Royalty Drive in Pomona, California. Working closely with Tri-City Mental Health Authority, our team has developed functional, welcoming, and code-compliant environments that support behavioral health, counseling, administrative, and client service programs.

Services include facility planning, space programming, construction documents, consultant coordination, and permit processing. During the course of the project, Sisson Design Group worked directly with the City of Pomona Planning Department and the property owner to resolve a zoning issue that initially prevented occupancy as designed. Through this collaborative effort, the City adopted a Municipal Code amendment that not only allowed the project to proceed but also established a pathway for similar future developments within the area.

Having completed numerous projects for Tri-City Mental Health Authority over many years, our team has developed a thorough understanding of the Authority's facilities, operational priorities, staff workflows, and design standards. This familiarity allows us to move efficiently from programming through construction while minimizing the learning curve typically associated with a new design consultant.

Services Provided:

- Facility Planning & Programming
- Space Planning
- Interior Design
- Tenant Improvements
- Construction Documents
- California Building Code & ADA Compliance
- Consultant Coordination

Project 4

Project Name	Harvey Mudd College, J.L. Atwood Residence Hall
Client	Harvey Mudd College
Location	1200 N. Mills Ave., Claremont, CA
Completion Date	Anticipated August 2026
Project Type	Tenant Improvement
Firm Role	Construction Drawings
Permitting Jurisdiction	City of Claremont, California

Project Description:

Sisson Design Group provided architectural design services for the restoration of multiple fire-damaged residence hall suites within a three-story 3,546 SF student housing facility at Harvey Mudd College. The project included assessment of the damaged space with a forensic structural engineering consultant, preparation of construction drawings with new interior finishes and fixtures. The work scope included coordination of the restoration to return the residence hall to safe occupancy while maintaining consistency with the existing campus environment. Sisson Design Group coordinated the permit submittal and plan review process with the City of Claremont and the Los Angeles County Fire Department, ensuring compliance with applicable building and fire codes. The project required close collaboration with the owner, consultants, contractors, and regulatory agencies to facilitate timely permit approval and successful project completion.

Services Provided:

- Existing Conditions Assessment with forensic structural engineering consultant
- Architectural & Interior Design
- Space Restoration Planning
- Construction Documents
- California Building Code Compliance
- Fire Code Coordination
- ADA Compliance Review
- City of Claremont Plan Check Coordination
- Los Angeles County Fire Department Coordination
- Permit Processing Support
- Construction Administration

Project 5

Project Name	Western Riverside Council of Governments, (WRCOG)
Client	WRCOG
Location	1955 Chicago Ave., Suites 110, 115, & 200, Riverside, CA
Completion Date	Anticipated August 2026
Project Type	Tenant Improvement, Public Agency
Firm Role	Interior Office Planning and Construction Management
Permitting Jurisdiction	City of Riverside, CA

Project Description:

Sisson Design Group provided comprehensive interior design and architectural services for a tenant improvement project at the Western Riverside Council of Governments (WRCOG) offices located at 1955 Chicago Avenue in Riverside, California. The project involved planning and designing a 6,988 SF, modern, functional workplace that supports administrative operations while enhancing employee collaboration and visitor experience. Services included programming, space planning, interior design, finish and material selection, furniture, fixtures and equipment (FF&E) planning, preparation of construction documents, consultant coordination, public contractor bid coordination and construction administration. Throughout the project, Sisson Design Group has worked closely with WRCOG representatives, consultants, and the contractor to deliver a code-compliant, efficient, and thoughtfully designed office environment.

Services Provided

- Facility Programming & Planning
- Space Planning
- Interior Design
- Finish & Material Selection
- Furniture, Fixtures & Equipment (FF&E)
- Construction Documents
- California Building Code & ADA Compliance
- Consultant Coordination
- Public Contractor Bidding Coordination
- Construction Administration and Management
- Site Observations
- RFI & Submittal Review

Project Team

LeeAnn Sisson, CID 0572
Founder | Principal
Sisson Design Group

Education: Bachelor of Science, Interior Design, University of Arizona

LeeAnn Sisson, CID, is the Founder and Principal of Sisson Design Group and has led the firm's commercial architectural and interior design practice since 2000. With more than 40 years of experience, she provides executive leadership, design direction, and quality assurance for corporate, healthcare, governmental, educational, and institutional projects throughout Southern California.

Ms. Sisson remains actively involved in every phase of project delivery, from programming and space planning through construction documents, permitting, bidding support, and construction administration. Her expertise includes workplace planning, interior architecture, code compliance, consultant coordination, municipal permitting, FF&E selection, and construction administration.

She has extensive knowledge of the California Building Code, ADA accessibility requirements, California Title 24, and local permitting processes, enabling her to guide projects efficiently through regulatory review. Known for her collaborative leadership and responsive client service, Ms. Sisson works closely with clients, consultants, contractors, and public agencies to deliver thoughtful, code-compliant design solutions that support operational goals, schedules, and budgets.

Ryan Sisson
Vice President of Operations
Sisson Design Group

Education: Bachelor of Science, Geology, University of Illinois at Urbana-Champaign

Ryan Sisson serves as Vice President of Sisson Design Group, providing leadership in project management, technical coordination, and operational oversight for commercial architectural and interior design projects. He helps guide projects from planning through construction while ensuring design intent, regulatory requirements, project schedules, and client objectives remain aligned.
His expertise includes project management, code compliance, consultant coordination, permitting support, and construction document review. Mr. Sisson works closely with clients, engineers, contractors, and regulatory agencies to coordinate multidisciplinary teams, navigate plan-check reviews, and facilitate successful permit approvals.

He is experienced in California Building Code, ADA accessibility requirements, California Title 24, and municipal permitting processes. Through organized project management, quality control, and responsive communication, Mr. Sisson helps deliver coordinated, code-compliant projects that meet each client's functional, operational, and budget objectives.

Design Team

Name	Title	Years with Firm	Project Role
Liesl Woods, CID	Senior Interior Designer	25	Interior Design
Tammi Martin	Senior Interior Designer	21	Interior Design
Scott Poole	Project Manager	18	Project Management
Shannon Melia, CID	Senior Draftsperson	22	CAD Production
Donnie Grimes	Senior Draftsperson	18	CAD Production
James Tung	Senior Draftsperson	20	CAD Production

Key Consultants

KEI, Kreative Engineering, Inc.
Mechanical, Plumbing Electrical Engineer
1455 Monterey Pass Road #207
Monterey Park, CA 91754-3605
Contact: Tom Vitoorakorn
Provides MEP design, Title 24 coordination, and construction support.

Coffman Engineers, Inc.
Structural Engineering
6320 Canoga Ave. Suite 1300
Woodland Hills, CA 91367
Contact: Tyler Poucher
Provides structural analysis and engineering design as well as support during the construction phase.

Regulatory and Permitting Experience

California Building Code:

Sisson Design Group has extensive experience designing commercial interior renovation and tenant improvement projects in accordance with the California Building Code (CBC) and related California codes governing accessibility, fire and life safety, occupant load, means of egress, and interior construction. Our team integrates code analysis early in the design process to identify potential issues before they affect project schedules or permitting.

Code compliance is incorporated throughout programming, space planning, design development, and construction documentation to help ensure that completed projects meet applicable state and local building requirements while supporting each client's operational objectives.

Creating inclusive, accessible environments is a fundamental component of every project undertaken by Sisson Design Group. We incorporate accessibility requirements into the planning and design process from project inception, ensuring that building circulation, workspaces, restrooms, reception areas, conference rooms, break rooms, and public spaces are designed to provide equitable access for all occupants.

ADA Requirements:

Our team is experienced in applying the Americans with Disabilities Act (ADA) and California Building Code Chapter 11B accessibility requirements throughout all phases of design. Accessibility considerations are integrated into construction documents and coordinated with consultants to minimize revisions during permitting and construction.

Title 24:

Sisson Design Group incorporates California Title 24 requirements into project planning and design through close coordination with mechanical, electrical, plumbing, and lighting consultants. Our design process considers lighting controls, energy-efficient systems, interior finishes, daylighting strategies, and other applicable energy performance requirements to support compliance with California's Building Energy Efficiency Standards.

By coordinating technical disciplines early in the design process, we help produce comprehensive construction documents that facilitate plan review and successful project delivery.

Municipal Permitting Processes:

Sisson Design Group understands that successful projects depend upon efficient navigation of municipal permitting requirements. Our team works collaboratively with local building departments and regulatory agencies throughout Southern California to facilitate timely permit approvals and minimize project delays.

Our permitting process typically includes:

- Preliminary code review
- Jurisdictional research
- Preparation of complete permit submittal packages
- Consultant coordination
- Plan review response documentation
- Permit revisions

- Final permit approval support

We recognize that each jurisdiction maintains unique review procedures and documentation requirements and tailor our permitting strategy to meet the specific expectations of the Authority Having Jurisdiction (AHJ).

Plan Check Coordination:

Effective plan check coordination is an important component of Sisson Design Group's project delivery process. We work proactively with reviewing agencies, consultants, and project stakeholders to respond to review comments accurately and efficiently.

Our approach includes:

- Comprehensive internal quality-control reviews prior to permit submission
- Coordination meetings with engineering consultants
- Consolidated responses to plan check comments
- Timely preparation of revised drawings
- Ongoing communication with plan reviewers
- Documentation of regulatory responses and revisions

By maintaining clear communication throughout the review process, we strive to reduce review cycles and facilitate efficient permit approvals while maintaining the integrity of the design.

City of Claremont & Los Angeles County Fire Department Coordination Experience

As part of the Harvey Mudd College Residence Hall Restoration project, Sisson Design Group successfully managed the permitting and plan review process with both the City of Claremont Building Division and the Los Angeles County Fire Department. The project involved restoring multiple fire-damaged residence hall suites within an occupied three-story student housing facility and required close coordination to ensure compliance with applicable building and fire code requirements.

Sisson Design Group prepared and submitted the construction documents and served as the primary point of contact throughout the plan review process. Following the initial review, our team worked collaboratively with the City of Claremont, including a direct line of communication with the Building Official, the Los Angeles County Fire Department, and our forensic structural, mechanical, electrical, and plumbing (MEP) engineering consultants to promptly address plan check comments. By coordinating responses internally and maintaining open communication with the reviewing agencies, revisions were completed efficiently, resulting in approval on the second plan check cycle.

The project did not encounter any significant permitting challenges, due in large part to the quality and completeness of the initial construction documents, proactive City and consultant coordination, and timely response to agency comments. This experience reflects Sisson Design Group's commitment to delivering coordinated, code-compliant construction documents and effectively managing the permitting process to support successful project delivery.

Public Agency Experience

Sisson Design Group has extensive experience providing architectural and interior design services for a diverse range of public, institutional, healthcare, educational, and commercial clients throughout Southern California. Our team understands that public-sector projects require a collaborative design approach, transparent communication, careful documentation, and strict adherence to regulatory requirements while balancing stakeholder expectations, budgets, and project schedules.

Our experience includes working with governmental organizations, municipalities, educational institutions, healthcare providers, and other public-serving entities where projects are subject to public procurement procedures, municipal permitting, accessibility standards, and rigorous quality-control requirements. We recognize that public agencies require not only creative and technically sound design solutions, but also a disciplined project management process that promotes accountability, responsiveness, and fiscal responsibility throughout every phase of project delivery.

Sisson Design Group's project teams routinely collaborate with owners, facility managers, administrators, consultants, contractors, and regulatory agencies to develop practical design solutions that support organizational goals while minimizing operational disruptions. Our planning process emphasizes stakeholder engagement, efficient space utilization, code compliance, accessibility, sustainability, and long-term maintainability to create environments that effectively serve employees, visitors, and the communities they support.

Whether working with a municipality, county agency, Joint Powers Authority, special district, educational institution, or healthcare organization, our approach remains consistent—providing responsive client service, proactive communication, and coordinated technical expertise from programming and conceptual planning through construction administration.

Our Public Sector Approach

Sisson Design Group understands the unique responsibilities associated with public-sector projects, including:

- Maintaining open and transparent communication with client representatives and stakeholders.
- Developing well-coordinated construction documents that facilitate efficient bidding, permitting, and construction.
- Coordinating multidisciplinary consultant teams throughout all phases of project delivery.
- Integrating California Building Code, ADA accessibility requirements, and California Title 24 standards into every phase of design.
- Responding promptly to plan review comments and agency requests for additional information.
- Supporting owners throughout construction with responsive construction administration and consultant coordination.
- Delivering thoughtful, durable, and cost-effective design solutions that maximize the long-term value of public investments.

Experience with Public Agencies

Public Agencies Served:

- Tri-City Mental Health
- Western Riverside Council of Governments (WRCOG)
- Neighborhood Partnership Housing Services, Inc. (NPHS)
- Harvey Mudd College
- County of Riverside (multiple departments)
- Riverside County Sheriff's Department
- San Bernardino County Employees' Retirement Association (SBCERA)
- San Bernardino County Superintendent of Schools (SBCSS)
- County of San Bernardino (multiple departments)
- State of California (multiple departments and agencies)

Sisson Design Group has experience supporting organizations and facilities in sectors that include:

- **Cities and Municipal Governments**
  - Administrative offices
  - Public service facilities
  - Workplace renovations
  - Tenant improvements
- **Counties**
  - Administrative and support facilities
  - Office remodels
  - Interior improvements
- **State of California Agencies**
  - Agency specific interior improvements
  - Office remodels
  - Administrative and Client-facing facilities
- **Joint Powers Authorities**
  - Collaborative agency facilities
  - Office modernization
  - Workplace planning and programming
- **Special Districts**
  - Administrative offices
  - Community service facilities
  - Operational support spaces
- **Educational Institutions**
  - Administrative offices
  - Faculty workspaces
  - Student support facilities
  - Campus interior renovations
- **Healthcare and Behavioral Health Organizations**
  - Administrative offices
  - Clinical support spaces
  - Staff work environments
  - Patient-focused interior renovations

References

Tri-City Mental Health Authority
Diana Acosta
Title: Chief Financial Officer
Email: dacosta@tricitymhs.org
Phone: (909) 451-6434
Project Names: Tri-City Mental Health Facilities at multiple locations in Pomona and Claremont

Regional Properties
Michelle Rubin
Title: President
Email: Michelle@regionalpropertiesinc.com
Phone: (310) 553-7846
Project Names: Citrus Tower Riverside, Mission Grove Corporate Plaza, Bel Air Corporate Plaza

TailoredSpace
Drew Sanden
Title: CEO
Email: Drew@tailoredspace.com
Phone: (909) 228-5700
Project names: TailoredSpace (Multiple locations)

TailoredSpace
Scott Maples
Title: Chief Operating Officer
Email: scott@tailoredspace.com
Phone: (925) 683-6098
Project Names: TailoredSpace (Multiple locations)

Meadows Asset Management, LLC
Kyle Desmet
Title: Asset Manager and Director of Leasing
Email: kyled@mam-co.com
Phone: (949) 694-6556
Project Names: Fairway Business Center, Fairway at Milliken, Foothill Plaza, Heritage Square, Murrieta Commons, South Coast Business Center, Village Plaza

Western Riverside Council of Governments (WRCOG)
Casey Dailey
Title: Interim Deputy Executive Director
Email: cdailey@wrcog.us
Phone: (951) 405-6720
Project Name: Completed three separate tenant improvement projects for WRCOG offices in Riverside from 2016 to 2026

Capacity and Availability

Sisson Design Group maintains the organizational capacity, staffing resources, and technical expertise necessary to successfully support the Tri-City Mental Health Authority's architectural and interior design needs. As a principal-led firm, we intentionally manage our workload to ensure that each client receives responsive service, consistent project leadership, and direct access to senior decision-makers throughout every phase of each assignment.

Our current workload is carefully balanced to provide the leadership team and project staff with the time and flexibility to support new projects without compromising service to existing clients. Our experienced professionals provide project management, interior design, construction documentation, code compliance, consultant coordination, and construction administration services. As project needs require, we augment our team with trusted structural, mechanical, electrical, plumbing, civil, landscape, and specialty engineering consultants to provide the expertise necessary for successful project delivery while maintaining a high level of quality control and personalized client service.

Should Sisson Design Group be selected, we are prepared to begin services promptly upon contract execution. Our team is available to immediately participate in project kickoff meetings, facility assessments, programming sessions, stakeholder interviews, and preliminary planning activities. We understand the importance of maintaining project momentum and are committed to delivering timely, responsive, and proactive service throughout every phase of the project.

Our principal-led organizational structure promotes efficient decision-making, streamlined communication, and rapid response to client needs. This approach enables us to adapt quickly as project priorities evolve while delivering coordinated, high-quality projects on schedule, within budget, and in alignment with the Authority's operational and long-term facility goals.

Capacity Summary

Category	Sisson Design Group Capability
Current Workload	Workload is actively managed to maintain capacity for new projects and responsive client service.
Available Staffing	Principal-led team supported by experienced project management, design, CAD/BIM, and consultant resources.
Project Start	Available to begin services immediately upon contract award and Notice to Proceed.
Project Management	Dedicated project leadership with direct Principal involvement throughout all phases.
Scalability	Ability to augment project teams with trusted engineering and specialty consultants as project needs require.
Responsiveness	Commitment to timely communication, rapid decision-making, and proactive project management. Typical responsiveness to questions and issues is within 1-2 business days.

Budget Acknowledgement and Informational Rate Schedule

Sisson Design Group acknowledges that TCMHA anticipates a professional services agreement not to exceed $75,000.00 and confirms ability to perform services within a scope and fee structure that can align with this budget, subject to final scope development and negotiation.

Informational Rate Schedule

Sisson Design Group acknowledges that the following hourly rates are provided solely for budgeting and market comparison purposes in accordance with the RFQ. These rates are **informational only**, are **not binding**, and are subject to refinement during scope development and contract negotiations.

Position	Description	Hourly Rate
Principal-in-Charge	Executive oversight, client leadership, quality assurance, contract administration, strategic project direction	**$150 / hr**
Project Manager	Project management, client coordination, consultant coordination, schedule management, permitting oversight	**$110 / hr**
Designer	Programming, space planning, interior design, construction documentation, finish selection, coordination	**$90 / hr**
CAD / BIM Technician	Revit/CAD production, drafting, document revisions, construction document support	**$85 / hr**

Notes

- Rates are provided for informational purposes only.
- Hourly rates are subject to future contract negotiations.
- Actual staffing assignments may vary based on project requirements.
- Specialized consultants will be retained as required and billed at negotiated rates.

Exhibit C

SISSONDESIGNgroup

September 1, 2026

TO: Ontson Placide
Executive Director
Tri-City Mental Health

RE: CONSTRUCTION DRAWING SERVICES

PROJECT: **Tri-City – New Corporate Offices**
431 W. Baseline Road
Claremont, CA

Scope of Services:

Sisson Design Group will provide construction drawing services for the Tri City Mental Health Corporate Offices located at 431 W. Baseline Road, in Claremont, CA.

AS-BUILT SITE VERIFICATION and PLANS

We will use the existing as-built and Client provided plans as a basis and visit the site and verify visible, ceilings, lighting, HVAC components and other conditions of the entire building. The purpose of the site measurements is to have complete as-built plans in preparation of the construction drawings. During the site verification, information regarding concealed conditions may not be available. As such, Sisson Design Group will not assume the responsibility of identifying the building structural columns, walls or other conditions which are not readily visible. The as-built plan will be used as a basis for the interior construction drawings.

INTERIOR CONSTRUCTION DRAWINGS

Using the as-built and Client approved space plans as a basis, we will commence work on the construction documents as follows:

1) Coordinate with the Client representatives to receive detailed specifications for electrical, mechanical and construction build-out specs.

2) Draft a reflected ceiling plan indicating type, pattern, and location of new and existing light fixtures for the new floor plan.

3) We will use the existing site plan showing the existing parking and handicapped access to the building as required for city permits. If the city requires parking analysis plans, modifications or additional building access details including access to the public way, the time involved to provide these details will be provided as an additional expense at our hourly rates.

4) Provide standard construction details necessary to meet the requirements for construction.

5) We will provide special construction and custom millwork details for the remodeled restrooms, break room and kitchen, reception areas, copy area, and open work area. Any additional millwork or specialty design and details are not included and if requested, will be provided on an hourly basis.

6) We will provide a finish plan and finish material specifications based on the Client selected finishes. Any Client or Tenant requested furniture recommendations or artwork selections will be in addition to the fixed fees under the compensation schedule and will be provided at our regular hourly rates.

7) Prepare notes and schedules indicating floor covering, wall finishes and other specifications, relating Client selections.

8) Provide consultant engineering services for electrical, mechanical, plumbing drawings, and Title 24 calcs. Provide structural engineering services for the expansion of existing windows and for any roof support required for replacing the existing rooftop HVAC units. In the event that the city requires additional engineering evaluations for any work, additional fees will apply.

9) Issue the final construction documents to the Client for review and approval.

10) Process the construction documents for the office remodel only through the City of Claremont, and LA County Fire for building permits. If additional coordination or permit processing is required for conditional use, or permits other than the building permit, the processing fee will be in addition to what is listed under the fee schedule. Plans will be submitted for plan check upon receipt of the Client's check for city fees. In the event that Sisson Design Group pays for the plan check fees, a 20% handling fee will be added.

ADDITIONAL SERVICES

The following services may be requested during the Construction Drawing phase, but are not included in the fixed fee. They will be provided as needed and billed on an hourly basis.

1) Millwork or special construction details, other than those shown on the approved space plan and listed above.

2) Special research or separate permits other than the building permit processing required by the City for building permits.

3) Parking evaluations, research and coordination with the City.

4) Revisions to the drawings.

5) Above standard research and coordination for the tenant's equipment and use.

6) Design for fire life safety or smoke evacuation systems. These drawings will be provided by the general contractor.

7) Design for fire sprinkler systems. These drawings will be provided by the general contractor.

8) Design and drawings for low voltage telephone/data/security systems.

9) Design for replacing or upgrading the existing electrical system is not included.

10) Design for emergency generator is not included.

11) Any additional engineering evaluations or drawings.

12) Any design and drawings for the exterior security gates are not included in this proposal and will be provided as part of a separate proposal. That construction will be completed under a separate permit.

INTERIOR DESIGN SERVICES

At the direction of the Client, the Designer will:

1) Coordinate with the Client and Tenant Representatives to discuss the character to be achieved and the color scheme to be used throughout the remodeled offices.

2) Develop up to (3) design concepts with color schemes and finish material options that coordinate with the existing floor tile and carpet.

3) Provide the design concepts and finish material options to the Client and Tenant Representatives for review and selections.

4) Following design and finish selections, we will incorporate the selected items into the construction drawings.

5) Additional Client and/or tenant requested design concepts, additional finish material selections, color sample boards, furniture recommendations, and artwork selections will be billed in addition to the fees listed under the fee schedule and will be provided at our regular hourly rates.

CONSTRUCTION ADMINISTRATION

As the Client may request, the Designer can provide these services during the construction phase on an hourly basis:

1) At the time the drawings are complete and ready for pricing, we will forward the approved plan to the Client for distribution to Tenant Improvement General Contractors for detailed construction bids. The Client will be responsible for the RFP and publishing the information for obtaining public bids. We will provide assistance as requested in preparing the RFP and assist during the bidding process. This will include attending a bid walk, coordinating questions, clarifications during the bid process, reviewing, qualifying, and summarizing the bids for the Client to review and approve.

2) Observe and monitor construction relative to conformance with the Construction Drawings. The management and supervision of the construction work are the responsibility of the Contractor; however, we will attend no more than (2) conference calls, and/or job site meetings at the Client's direction and provide reasonable assistance to the Contractor to facilitate the accurate interpretation of our documents.

3) Prepare and distribute Change Orders for changes in construction subsequent to the completion of the Construction Drawings as may be requested by the Client or are required due to site conditions.

4) Review those shop drawings, product data and samples required of the contractor by the construction contract. However, our review will be for the limited purpose of checking for general conformance with the design concept expressed in the construction documents. The Designer shall not be responsible for any deviations between 1) shop drawings and 2) construction documents and field conditions.

5) Maintain communication with the Client, and the General Contractor during construction and after completion.

6) Survey the premises prior to occupancy and prepare a punch list.

7) Issue the punch list and monitor to completion.

8) Revisions in drawings, specifications or other documents which are required by the enactment or revision of codes, laws or regulations subsequent to preparation of such documents or are due to other causes not solely within the control of the Designer are considered to be additional work and will be billed for on an hourly basis.

EXCLUSIONS:

1) Fees charged by governmental or regulatory agencies are not included in our fee structure and will be passed on to the Client as a reimbursable Direct Project Expense.

2) Sisson Design Group shall not undertake any of the responsibilities of the Contractor, Subcontractors or the Contractor's Superintendent.

3) Sisson Design Group shall not expedite work for the Contractor.

4) Assisting with the contractor bidding process is not included in this work scope, and if requested can be provided as part of a separate proposal, or as an additional project expense at our normal hourly rates.

CLIENT RESPONSIBILITIES

The Client shall:

1) Provide full information regarding requirements for the project, including a program which shall set forth the Client's objectives, schedule, constraints, and criteria with regard to square footage and location requirements, construction methods and materials preferences, building standards, special equipment, and any systems and site requirements.

2) Provide a complete and up to date set of architectural drawings, specifications and any other information pertaining to the building structure and existing construction.

3) Be responsible for the development and updating of budgets for the Project.

4) Designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Designer in order to avoid unreasonable delay in the orderly and sequential progress of the Designer's services.

5) Furnish the services of other consultants when such services are reasonably required by the Scope of the project and are requested by the Designer.

6) The Client hereby agrees that to the fullest extent permitted by law, SDG's total liability to Client for any injuries, claims, losses, expenses or damages whatsoever arising out of or any way related to the Project or Contract from any cause or causes including but not limited to SDG's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by SDG under the contract.

COPYRIGHTS & LICENSES

1) The Designer and the Client warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Client and Designer intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

2) The Designer and the Designer's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Designer and the Designer's consultants.

3) Upon execution of this Agreement, the Designer grants to the Client a nonexclusive license to use the Designer's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Designer shall obtain similar nonexclusive licenses from the Designer's consultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.
4) In the event the Client uses the Instruments of Service without retaining the author of the Instruments of Service, the Client releases the Designer and Designer's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless the Designer and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section.

5) Except for the licenses granted in this Section, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Designer. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Designer and the Designer's consultants.

FEE SCHEDULE:

ARCHITECTURAL FEES:

As-Built Site Verification of Ceilings and Lighting:	$2,000.00
Interior Construction Drawings:	10,000.00
Custom Millwork and Special Construction Details:	4,000.00
Mechanical, Plumbing, and Electrical Engineering Drawings:	25,000.00
Structural Engineering for New Rooftop HVAC Units and Window Expansion:	16,500.00
City Plan Check Processing:	1,500.00
Interior Design Services and Construction Administration: *hourly not to exceed*	10,000.00
Estimated Reimbursable Expenses (does not include plan check fees):	1,000.00
Total Estimated Project Costs:	**$70,000.00**

Our hourly rates are as follows:

Principal	$150.00 per hour
Project Manager	$110.00 per hour
Project Designer	$90.00 per hour
Draftsperson	$85.00 per hour
Clerical	$70.00 per hour

Billing Policy:

1) Reimbursable expenses such as CAD plots, plan reproduction costs, mileage, blueprinting, photocopying, fax transmittals, overnight delivery service and plan check fees will be invoiced with a 20% handling fee.

2) Progress billings for services will be monthly and remittance is payable within 15 days.

3) Sisson Design Group retains the right to, at its sole discretion, withhold the submitting and/or resubmitting of plans to the City for plan check review if the project has any outstanding or unpaid invoices at the time the plans are ready for submittal and/or resubmittal. Sisson Design Group will not be held responsible for any delays to the project due to the Client's inability to make payments in a timely manner.

If this proposal reflects our mutual understanding of the services to be provided, please sign below indicating your approval to proceed with the project. Please make any required changes to this proposal, adding your initials and return one copy to our office. We will not commence work on this project until a signed copy of this proposal is received by our office.

It is our goal to provide you with the highest quality of service possible. We appreciate the opportunity to present this proposal to you and look forward to assisting you in the successful construction of the new Tri City Mental Health Corporate Offices.

Best regards,

Lee Ann Sisson
Sisson Design Group

Date: September 1, 2026

Approved by:

_____

Date: _____

AGENDA ITEM NO. 13

Tri-City Mental Health Authority
AGENDA REPORT

DATE: **September 16, 2026**

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

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

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

SUBJECT: **Service Encounter Claims Reconciliation and Report**

Summary:

A report of periodic and systematic reconciliation of accounts receivable and reporting service encounter claims is being provided in accordance with Policy No. I.29.

Background:

In accordance with Policy No. I.29 Reconciliation and Reporting of Service Encounter Claims, TCMHA shall perform a routine and systematic reconciliation of Accounts Receivable (A/R) & Claims Status on a regular basis. The accounts receivable & claims data will be reported and provided to the Governing Board quarterly and within 60 days of quarter-end.

Also in accordance with the policy any identified denied claim, underpayment, outstanding payment or overpayment, will be identified, tracked, and reflected in accounting records and reports. Identified overpayments will be returned to revenue source within the requisite 60-day reporting period as part of normal operations.

Fiscal Impact:

Based on the last two quarters of FY 2025-2026 service encounter reconciliation data, claims submissions increased from $3.78 million in Q3 to $5.80 million in Q4, reflecting continued growth in billable service activity. At the same time, accounts receivable increased from $7.25 million as of March 31, 2026, to $8.51 million as of June 30, 2026, primarily due to the timing lag between claims submission and payment receipt, while all monthly reconciliations, corrections, and resubmissions were completed and approved in accordance with established financial controls.

Preliminary Quarter 1 FY 2026-27 data suggest ongoing growth in service and claiming activity; however, financial reconciliation and payment processing are not yet complete. As such, accounts receivable and revenue cycle indicators should be considered

preliminary until all reconciliations, adjustments, and claim adjudications have been finalized.

Attachments

Attachment 13-A: Accounts Receivable and Service Encounter Data

No Governing Board Action Required

Accounts Receivable and Service Encounter Data Quarterly Report

Accounts Receivable Snapshot 4.4.1

GL account 11177 & 11165

Fiscal Years	Net Receivable	Payments	Remaining Receivable	
2015-16	$ 6,675,177	$ (6,658,348)	$ 16,829	
2016-17	$ 6,627,444	$ (6,627,444)	$ -	
2017-18	$ 7,494,001	$ (7,494,001)	$ -	
2018-19	$ 8,792,938	$ (8,792,938)	$ -	
2019-20	$ 10,091,617	$ (10,091,617)	$ -	
2020-21	$ 11,164,507	$ (11,164,507)	$ -	
2021-22	$ 11,054,869	$ (11,054,869)	$ -	
2022-23	$ 13,242,397	$ (13,201,175)	$ 41,222	
2023-24	$ 17,732,290	$ (17,734,594)	$ (2,304)	
2024-25	$ 16,693,125	$ (15,926,569)	$ 766,556	
2025-26	$ 16,625,904	$ (8,939,115)	$ 7,686,789	
	$ 126,194,269	$ (117,685,177)	$ 8,509,092	**total A/R Balance as of June. 30, 2026 (4.4.1a)**
			$ 7,251,245	**total A/R Balance as of Mar. 31, 2026 (4.4.1b)**

		Quarter 4 FY 2026			QTR 4	QTR 3	QTR 2	QTR 1
		June	May	April	FY 2026 Total	FY 2026 Total	FY 2026	FY 2026
4.4.2	Claims submitted during quarter	2,066,446	1,513,798	2,219,066	5,799,310	3,777,642	3,465,406	3,583,545
4.4.3	Claims paid (cash receipts)	2,528,063	1,111,216	909,985	4,549,264	8,054,585	1,126,531	753,693
4.4.4	Overpayments Identified (Returned)				-	-	-	-
4.4.5	Voids/Disallowances	6,363		11,574	17,937	-	5,589	8,588
4.4.6	Denials	84,928	4,770	10,305	100,004	364,053	151,591	47,294
4.4.7	Held Claims	313,040	215,950	416,864	945,854	1,611,688	927,188	-

4.4.8 & 4.4.9

Status of corrections/resubmissions and Statement that monthly reconciliations were completed

As of the quarter ended, any claiming corrections that have been identified and approved for resubmission have been submitted through the claiming process. All monthly reconciliations have been performed, completed, reviewed and approved by the Revenue Manager and the Controller. All resulting journal enteries have been performed, completed, reviewed and approved by the Accounting Manager and Controller and posted to the general ledger.

ATTACHMENT NO. 13-A

AGENDA ITEM NO. 14

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson, Placide, LMFT, Executive Director

BY: Brian Cesario, IT Systems Administrator

SUBJECT: Consideration of Resolution No. 886 Approving the Desktop and Conference Equipment Purchase for New Location 1902 Royalty

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Summary:

Tri-City Mental Health Authority is seeking approval from the Governing Board to purchase desk and conference-room equipment for the new 1902 Royalty location. This purchase will provide the workstation, telephone, and collaboration equipment required to support staff operations at the site.

Background:

The new 1902 Royalty location requires standardized workstation and conference-room equipment before staff can begin operations. The proposed purchase includes docking stations, computer monitors, wireless keyboard and mouse sets, desk phones and wall mounts, video-conferencing bars, and conference phones.

Three vendor quotations were evaluated. CDW-G quoted $74,073.99, Intelli-Tech quoted $65,225.57, and Insight Direct quoted $62,206.55. Although Insight Direct submitted the lowest total quote, its desk phones were estimated to require more than three months for delivery. Intelli-Tech was selected because the desk phones were available immediately and its quote included newer-generation docking stations at a lower per-unit price than Insight Direct.

The Intelli-Tech requisition includes 304 total items: 59 docking stations, 28 monitors, 70 wireless keyboard and mouse sets, 63 desk phones, 13 wall mount desks, five video-conferencing bars, and five conference phones. This equipment will provide the core endpoint and collaboration tools needed to furnish the new location and support consistent day-to-day operations.

Fiscal Impact:

Three competitive quotes were obtained for the required desk and conference-room equipment. The selected vendor is Intelli-Tech. The total one-time purchase cost is $65,225.57, including $6,156.57 in tax and $435.00 in e-waste fees. The equipment purchase was included in previously approved budget for this location.

Recommendation:

Staff recommends that the Governing Board authorize the Executive Director to purchase desk and conference-room equipment for the 1902 Royalty location from Intelli-Tech in an amount not to exceed $65,225.57. The recommendation is based on equipment availability, the shorter delivery timeline for desk phones, and the value of the proposed newer-generation docking stations.

Attachments

Attachment No 14-A: Resolution No. 886 - DRAFT

Attachment No 14-B: 1902DeskEquipment_CDW-GQoute_7-23-26.pdf

Attachment No 14-C: 1902DeskEquipment_InsightQuote_7-27-26.PDF

Attachment No 14-D: 1902DeskEquipment_Intelli-TechQuote_7-28-26.pdf

RESOLUTION NO. 886
A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY DESKTOP AND CONFERENCE EQUIPMENT PURCHASE FOR NEW LOCATION 1902 ROYALTY

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

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

A. Tri-City Mental Health Authority ("TCMHA" or "Authority") desires to adopt Tri-City Mental Health Authority requires workstation, telephone, and conference-room equipment to support operations at the new 1902 Royalty location.

B. Three competitive quotations were obtained and evaluated. Intelli-Tech was selected based on equipment availability, a shorter delivery timeline for desk phones, and the inclusion of newer-generation docking stations at a competitive price.

C. The total one-time purchase cost is $65,225.57 and was included in the previously approved budget for the new location.

2. Action

The Governing Board approves and establishes the Authority's Executive Director to purchase desk and conference-room equipment for the 1902 Royalty location from Intelli-Tech in an amount not to exceed **$65,225.57**.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

INFORMATION TECHNOLOGY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXXT638	7/23/2026	1902 ROYALTY SUITE	10977602	$74,073.99

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP USB-C Dock G5 Business Docking Station Black Mfg. Part#: 5TW10AA#ABA Contract: OMNIA Mesa 2024056-01 (2024056-01)	59	5663189	$196.52	$11,594.68
HP 527pm 27" Class WQHD LCD Monitor - 16 9 - Sleek Black, Silver Mfg. Part#: 9E0Y9UT#ABA Contract: OMNIA Mesa 2024056-01 (2024056-01)	13	8107150	$516.44	$6,713.72
Lenovo ThinkVision T24v-30 - LED monitor - Full HD (1080p) - 24" Mfg. Part#: 63D8MAR3US Contract: OMNIA Mesa 2024056-01 (2024056-01)	59	7371500	$230.26	$13,585.34
Lenovo ThinkVision T24i-30 - LED monitor - Full HD (1080p) - 24" Mfg. Part#: 63CFMAT1US-SKIMS RETAIL LLC Contract: OMNIA Mesa 2024056-01 (2024056-01)	15	8441724	$185.73	$2,785.95
Logitech MK270 Wireless Keyboard and Mouse Combo for Windows, 2.4 GHz Wirel Mfg. Part#: 920-004536 UNSPSC: 43211706 Contract: OMNIA Mesa 2024056-01 (2024056-01)	70	3006282	$32.28	$2,259.60

QUOTE DETAILS (CONT.)				
Poly VVX 250 IP Phone - Corded - Corded - Desktop, Wall Mountable - Black Mfg. Part#: 89B62AA#AC3 Contract: OMNIA Mesa 2024056-01 (2024056-01)	63	7597179	$175.32	$11,045.16
Poly Mounting Bracket for IP Phone Mfg. Part#: 89D05AA Contract: OMNIA Mesa 2024056-01 (2024056-01)	13	7597382	$30.93	$402.09
Logitech Rally Bar Mini - All-In-One Video Bar - Sm to Med Rooms - Graphite Mfg. Part#: 960-001336 Contract: OMNIA Mesa 2024056-01 (2024056-01)	5	6496299	$3,289.06	$16,445.30
Poly Trio 8300 IP Conference Station - Corded - Wi-Fi, Bluetooth - Black Mfg. Part#: 849A0AA#AC3 Contract: OMNIA Mesa 2024056-01 (2024056-01)	5	7597463	$440.69	$2,203.45

SUBTOTAL	$67,035.29
SHIPPING	$0.00
SALES TAX	$7,038.70
GRAND TOTAL	**$74,073.99**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: TRI-CITY MENTAL HEALTH ACCOUNTS PAYABL 1717 N INDIAN HILL BLVD CLAREMONT, CA 91711-2788 **Phone:** (909) 784-3013 **Payment Terms:** NET 30-VERBAL	**Shipping Address:** TRI-CITY MENTAL HEALTH INFORMATION TECHNOLOGY 1900 ROYALTY DR STE 180 POMONA, CA 91767-3046 **Shipping Method:**
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Thomas Hartman | (312) 705-0972 | thomas.hartman@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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INSIGHT DIRECT USA INC
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 11115384

TRI-CITY MENTAL HEALTH SERVICE
ATTN: ACCOUNTING DEPARTMENT
1717 N INDIAN HILL BLVD
CLAREMONT CA 91711-2788

SHIP-TO

TRI-CITY MENTAL HEALTH
I.T. DEPARTMENT
1900 ROYALTY DR STE 180
POMONA CA 91767-3046

Quotation

Quotation Number	:	0229617300
Document Date	:	13-JUL-2026
PO Number	:	
PO Release	:	
Sales Rep	:	Jacob Rodriguez
Email	:	JACOB.RODRIGUEZ@INSIGHT.COM
Phone	:	+16023097538

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Insight Assigned Carrier/Ground
Terms of Delivery	:	FOB ORIGIN
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
9E0Y9UT#ABA	HP 527pm - Series 5 Pro - LED monitor - QHD - 27" - Smart Buy EWR Fee 5.00/EA	13	375.03	4,875.39
63D8MAR3US	Lenovo ThinkVision T24v-30 - LED monitor - Full HD (1080p) - 23.8" EWR Fee 5.00/EA	59	202.54	11,949.86
9X3V1UT#ABA	HP USB-C 100W G6 Dock - docking station - USB-C - 2 x DP, HDMI, USB-A, USB-C - 1GbE	59	147.03	8,674.77
960-001336	Logitech Rally Bar Mini All-In-One Video Bar for Small to Medium Rooms, Graphite	5	2,576.05	12,880.25
64A4MATXUZ	Lenovo ThinkVision T24-40 - LED monitor - Full HD (1080p) - 24" EWR Fee 5.00/EA	15	157.46	2,361.90
920-004536	Logitech MK270 Wireless Keyboard and Mouse Combo for Windows, 2.4 GHz Wireless, Compact Mouse, Black	70	22.39	1,567.30
849A0AA#AC3	Poly Trio 8300 - conference VoIP phone - with Bluetooth interface with caller ID/call waiting - 3-way call capability	5	343.91	1,719.55
952-000041	Logitech TV Mount for Video Bars up to 75"	5	161.96	809.80
89B66AA#ABA	Poly VVX 250 - VoIP phone - 3-way call capability	63	145.83	9,187.29
89D19AA	Poly bracket - for VoIP phone	13	22.02	286.26

Product Subtotal	54,312.37
EWR Fee	435.00
Freight	1,756.38
TAX	5,702.80
Total	62,206.55

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Jacob Rodriguez
+16023097538
JACOB.RODRIGUEZ@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Pricing and lead times for certain components, including, but not limited to, DRAM, NAND, DIMMs, and other constrained products, as well as any finished goods containing such components, including third-party provided services, are subject to manufacturer driven changes, government-imposed tariffs, component volatility, and other supply chain disruptions outside of Insight's control. If Insight's cost for such components, either separately or as part of finished goods or a third-party provided service, materially increases, or if supply is withdrawn or reallocated by its suppliers after the date of this quote and before shipment, Insight may re quote the affected line items. Client may accept the revised pricing, adjust configuration as proposed by Insight, or cancel the affected items. This provision regarding manufacturer-driven changes, tariffs, and component volatility takes precedence over any conflicting or inconsistent pricing or cancellation terms in any other agreement or purchase order between the parties.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Tariffs imposed by the United States government on technology-related products may lead to cost increases for manufacturers and suppliers, who then pass these increases on to partners like Insight. Additionally, supply constraints, production delays, component shortages, and logistical pressures have contributed to cost increases and product shipment delays from manufacturers and suppliers. Insight is actively engaged with its suppliers and partners to address these challenges. While we strive to honor initial price proposals and quotes, the fluid nature of the impact on manufacturer and supplier costs and product availability due to tariffs and supply disruptions could require a requote before finalizing any subsequent or impacted proposals, quotes, and orders.
https://www.insight.com/terms-and-policies

QUOTE

INTELLI-TECH
1652 Yeager Avenue
La Verne, CA 91750
(909) 394-5188
fax (909) 394-5190

DATE	QUOTATION NO.
07/27/26	RM072726A-KP

CONTACT	BILLING	ACCOUNT TEAM
Ryan Martinez (909) 242-7620 rmartinez@tricitymhs.org	**Tri-City Mental Health Services** 1717 N Indian Hill Blvd, Suite B Claremont, CA 91711 **Attn: Accounts Payable**	**Kevin Praeger** (909) 394-5188 x4515 kevin.praeger@intelli-tech.com

RFQ #	SHIP	PURCHASE ORDER NO	TERMS
	Tri-City Mental Health Services 1900 N Royalty Dr, Suite 180 Pomona, CA 91767 **Attn: Ryan Martinez**		NET 30
		DEPARTMENT	FOB

#	Qty	Part No.	Description	ETA	Price	Extended
1	59	9X3V1UT#ABA	**HP USB-C G6 Docks**	3-5 Days	$ 153.00	$ 9,027.00
2	13	9E0Y9UT#ABA	**HP Series 5 Pro 527pm Conference Monitor**	3-5 Days	$ 515.00	$ 6,695.00
3	59	63D8MAR3US	**Lenovo ThinkVision T24v-30 Monitor**	3-5 Days	$ 190.00	$ 11,210.00
4	15	64A4MARXUZ	**Lenovo ThinkVision T24-40 Monitor**	3-5 Days	$ 169.00	$ 2,535.00
5	70	920-004536	**Logitech MK270 Wireless Mouse/Keyboard Combo**	3-5 Days	$ 25.00	$ 1,750.00
6	63	89B62AA#AC3	**HP Poly VVX 250 4-Line IP Phone**	3-5 Days	$ 134.00	$ 8,442.00
7	13	89D19AA	**HP Poly Wall Mount for VVX 250**	3-5 Days	$ 25.00	$ 325.00
8	5	960-001336	**Logitech Rally Bar Mini - Graphite**	3-5 Days	$ 3,100.00	$ 15,500.00
9	5	830A2AA	**HP Poly Trio C60 IP Conference Phone**	3-5 Days	$ 630.00	$ 3,150.00

Sub-total	$ 58,634.00
Tax 10.5%	$ 6,156.57
Shipping (estimated)	$ -
eWaste	$ 435.00
Grand Total	**$ 65,225.57**

NOTE: ALL CUSTOM ORDERS ARE NON-CANCELABLE/NON-RETURNABLE
NOTE: PRICING AND AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE
NOTE: PRICING IS CONTINGENT ON QUANTITY QUOTED ABOVE

AGENDA ITEM NO. 15

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Chief Administrative Officer

SUBJECT: Consideration of Resolution No. 887 Approving the Parking Space License Agreement with Pomona Valley Hospital Medical Center

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Summary:

Tri-City Mental Health Authority (TCMHA) has identified a need for additional parking capacity to support its expanding administrative infrastructure and direct service operations in Pomona. Pomona Valley Hospital Medical Center (PVHMC) has agreed to provide TCMHA with use of twenty (20) designated parking spaces at 360 Vinton Avenue, Pomona, at no cost. The proposed Parking Space License Agreement establishes the terms for TCMHA's use of the spaces from September 1, 2026 through August 31, 2027.

Background:

As TCMHA has grown, the Authority has experienced increased parking demand associated with workforce expansion, organizational growth, and the need to support staff working from nearby TCMHA facilities. The proposed agreement grants TCMHA permission to use twenty (20) designated parking spaces within parking facilities owned or controlled by PVHMC. The agreement is a license only and does not convey a leasehold or other interest in the real property.

PVHMC will provide twenty (20) gate access cards. TCMHA will be responsible for controlling and distributing the cards, promptly reporting lost, stolen, or damaged cards, and paying the stated $10 replacement fee when applicable. TCMHA will also be responsible for any requested reserved-parking signage, subject to PVHMC's prior written approval. PVHMC remains responsible for routine parking-facility maintenance, while TCMHA must reimburse PVHMC for damage caused by TCMHA's employees, contractors, agents, invitees, or their vehicles.

The agreement may be terminated by either party, with or without cause, upon thirty (30) days' prior written notice. It also requires TCMHA to maintain specified insurance coverage, name PVHMC as an additional insured under its general liability coverage, comply with applicable laws, and defend and indemnify PVHMC as provided in the agreement. PVHMC may temporarily restrict or reassign the spaces upon twenty-four (24) hours' notice in an emergency or for operational necessity.

Fiscal Impact:

There is no license fee or rent for use of the twenty (20) parking spaces. Potential incidental costs to TCMHA include reserved-parking signage, if requested or required; a $10 replacement fee for each lost, stolen, or damaged gate access card; and repair costs for damage attributable to TCMHA or its authorized users. Required insurance coverage will be maintained under the terms stated in the agreement.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 887 approving the Parking Space License Agreement with Pomona Valley Hospital Medical Center and authorize the Executive Director to execute the agreement and any non-substantive administrative documents necessary to implement it.

Attachments

Attachment No 15-A: Resolution No. 887 - DRAFT

Attachment No 15-B: Parking Space License Agreement with Pomona Valley Hospital Medica; Center

RESOLUTION NO. 887

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING A PARKING SPACE LICENSE AGREEMENT WITH POMONA VALLEY HOSPITAL MEDICAL CENTER

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") has identified a need for additional parking capacity to support its expanding administrative infrastructure and direct service operations in Pomona.

B. Pomona Valley Hospital Medical Center ("PVHMC") has agreed to license twenty (20) designated parking spaces located at 360 Vinton Avenue, Pomona, California, to TCMHA at no cost for the period of September 1, 2026 through August 31, 2027, subject to the terms and conditions of the Parking Space License Agreement.

2. Action

The Governing Board approves the Parking Space License Agreement between the Tri-City Mental Health Authority and Pomona Valley Hospital Medical Center and authorizes the Executive Director to execute the agreement and any non-substantive administrative documents necessary to implement it. The Executive Director, or designee, is authorized to administer the agreement, including coordination of access cards, insurance documentation, signage, notices, and other operational requirements consistent with the approved agreement.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

PARKING SPACE LICENSE AGREEMENT

This Parking Space License Agreement ("Agreement") is entered into as of **September 1, 2026** ("Effective Date") by and between **Pomona Valley Hospital Medical Center**, a California nonprofit public benefit corporation, located at 1798 N. Garey Avenue, Pomona, CA, 91767 ("Licensor" or "PVHMC"), and **Tri-City Mental Health Center**, a California public entity, located at 1900 Royalty Drive, Suite 180 Pomona, CA 91767 ("Licensee" or "Tri-City"). Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties."

NOW AND THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. PREMISES

Licensor hereby grants Licensee permission to use twenty (20) designated parking spaces within the parking facilities owned or controlled by PVHMC ("Parking Spaces"), located at 360 Vinton Avenue, Pomona CA 91767, subject to the terms and conditions of this Agreement. The location of the Parking Spaces is depicted in Exhibit A to this Agreement, which is hereby incorporated by this reference as though set forth in full.

This Agreement shall only grant permission to Licensee to use the Parking Spaces and does not convey any leasehold any interest to the real property to the Licensee.

2. RENT

This shall be a no cost License arrangement to which, Licensee is not obligated to pay and Leasor is not obligated to receive any renumeration for services provided under this License.

3. TERM/TERMINATION

The term of this Agreement shall commence on **September 1, 2026**, and continue through **August 31, 2027**. Either party may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' prior written notice to the other party.

4. RESERVED PARKING SIGNAGE

Any reserved parking signs requested or required for Licensee's use of the Parking Spaces shall be purchased, installed, and paid for by Licensee at Licensee's sole expense, subject to Licensor's prior written approval regarding placement and specifications.

5. ACCESS CONTROL AND GATE CARDS

Licensor shall provide Licensee with twenty (20) gate access cards for authorized users.

Licensee shall:

- Be responsible for the control and distribution of all access cards;
- Immediately notify Licensor of lost, stolen, or damaged cards; and

- Pay a replacement fee of Ten Dollars ($10.00) for each lost, stolen, or damaged card requiring replacement.

All gate cards remain the property of Licensor and shall be returned upon expiration or termination of this Agreement.

6. PERMITTED USE

The Parking Spaces shall be used solely for parking passenger vehicles operated by Licensee's employees or company-owned vehicles.

The following uses are expressly prohibited:

- Parking of commercial trucks, trailers, recreational vehicles, disabled vehicles, or oversized vehicles;
- Storage of vehicles, equipment, supplies, or materials;
- Vehicle repairs, maintenance, servicing, detailing, washing, or charging activities;
- Storage, transportation, or disposal of hazardous or regulated materials;
- Any unlawful activity;
- Assignment, transfer, sublicense, or subletting of any Parking Space without the prior written consent of Licensor.

Licensee shall ensure that all employees, agents, invitees, and authorized users comply with this Agreement.

7. MAINTENANCE AND REPAIR

Licensor shall be responsible for routine maintenance of the parking facility, including:

- Parking lot striping;
- Lighting;
- Landscaping;
- Pavement maintenance;
- Gate and access-control system maintenance.

Licensee shall reimburse Licensor for the cost of repairing all damage to the Parking Spaces or parking facility caused by Licensee, its employees, contractors, agents, invitees, or vehicles of Licensee's employees, contractors, agents or invitees.

8. INSURANCE

Throughout the term of this Agreement, Licensee shall maintain from insurers (with an A.M. Best rating of not less than A-) the following insurance coverage during the term of this Agreement: (i) Commercial General Liability Coverage with minimum limits of $1,000,000 per occurrence and $3,000,000 general aggregate applying to bodily injury, personal injury and property damage; (ii) automobile insurance for owned, hired and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law

with waiver of subrogation endorsement waiving all rights of subrogation against in PVHMC, officers, associates and agents. General liability insurance shall include Licensor as an additional insured. Certificates of insurance shall be provided by Licensee prior to commencement of the term of this Agreement.

9. SECURITY AND LIMITATION OF LIABILITY

Licensee acknowledges and agrees that any security personnel or patrol services provided by Licensor are maintained solely for the protection and deterrence benefit of Licensor, its property, and its owned vehicles. Such security measures are not provided for, nor intended to extend to, the protection, care, or custody of Licensee, Licensee's vehicles, or Licensee's personal property. Licensor disclaims any duty of care or liability regarding the security or protection of Licensee's vehicles or contents thereof.

Additionally, Licensor shall not be liable for:

- Theft;
- Vandalism;
- Fire;
- Collision damage;
- Damage caused by third parties;
- Damage resulting from weather conditions or natural disasters; or
- Loss of personal property left in vehicles.

Licensee assumes all risks associated with the use of the Parking Spaces.

10. INDEMNIFICATION

To the fullest extent permitted by California law, Licensee shall defend, indemnify, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, and representatives from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of:

- Licensee's use of the Parking Spaces;
- Violations of this Agreement by Licensee;
- Injury to persons or property caused by Licensee or its employees, contractors, agents, invitees, or vehicles; and
- Licensee's negligent acts or omissions.

11. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, county, and local laws, regulations, ordinances, and governmental requirements, including, without limitation:

- California Civil Code;
- California Health and Safety Code;
- California Vehicle Code;

- Applicable Los Angeles County ordinances; and
- Applicable accessibility requirements, fire and life safety requirements, and environmental regulations.

Nothing in this Agreement shall permit use of any accessible parking space in violation of federal, state, or local law.

12. EMERGENCY USE BY LICENSOR

Notwithstanding any other provision of this Agreement, Licensor reserves the right to temporarily occupy, restrict access to, or reassign some or all the Parking Spaces upon twenty-four (24) hours' notice to Licensee in the event of an emergency or operational necessity.

Examples include, but are not limited to:

- Staging of hospital response operations related to a major health incident;
- Pandemic response requiring increased clinical staffing and parking demand;
- Mass casualty incidents;
- Government-declared emergencies;
- Disaster response operations; or
- Other hospital operational emergencies requiring temporary parking reallocation.

13. NOTICES

All notices required under this Agreement shall be in writing and delivered personally, by recognized overnight courier, or by certified U.S. Mail, return receipt requested.

If to Licensor:

Pomona Valley Hospital Medical Center
Attn: Michael Vestino
1798 N. Garey Avenue
Pomona, CA 91767

If to Licensee:

Tri-City Mental Health Center
Attn: _____
1900 Royalty Drive, Suite 180
Pomona, CA 91767

Notice shall be deemed given upon receipt.

14. MISCELLANEOUS

Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the Parking Spaces and supersedes all prior discussions and understandings.

Amendments

No amendment shall be effective unless in writing and signed by both Parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Venue

Any legal action arising from this Agreement shall be brought in the state or federal courts located in Los Angeles County, California.

Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Authority

Each person signing below represents that they are authorized to bind the Party on whose behalf they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

LICENSOR
Pomona Valley Hospital Medical Center

By: Darlene Scafiddi

Name: Darlene Scafiddi

Title: Chief Operating Officer

Date: 9-10-26

LICENSEE
Tri-City Mental Health Center

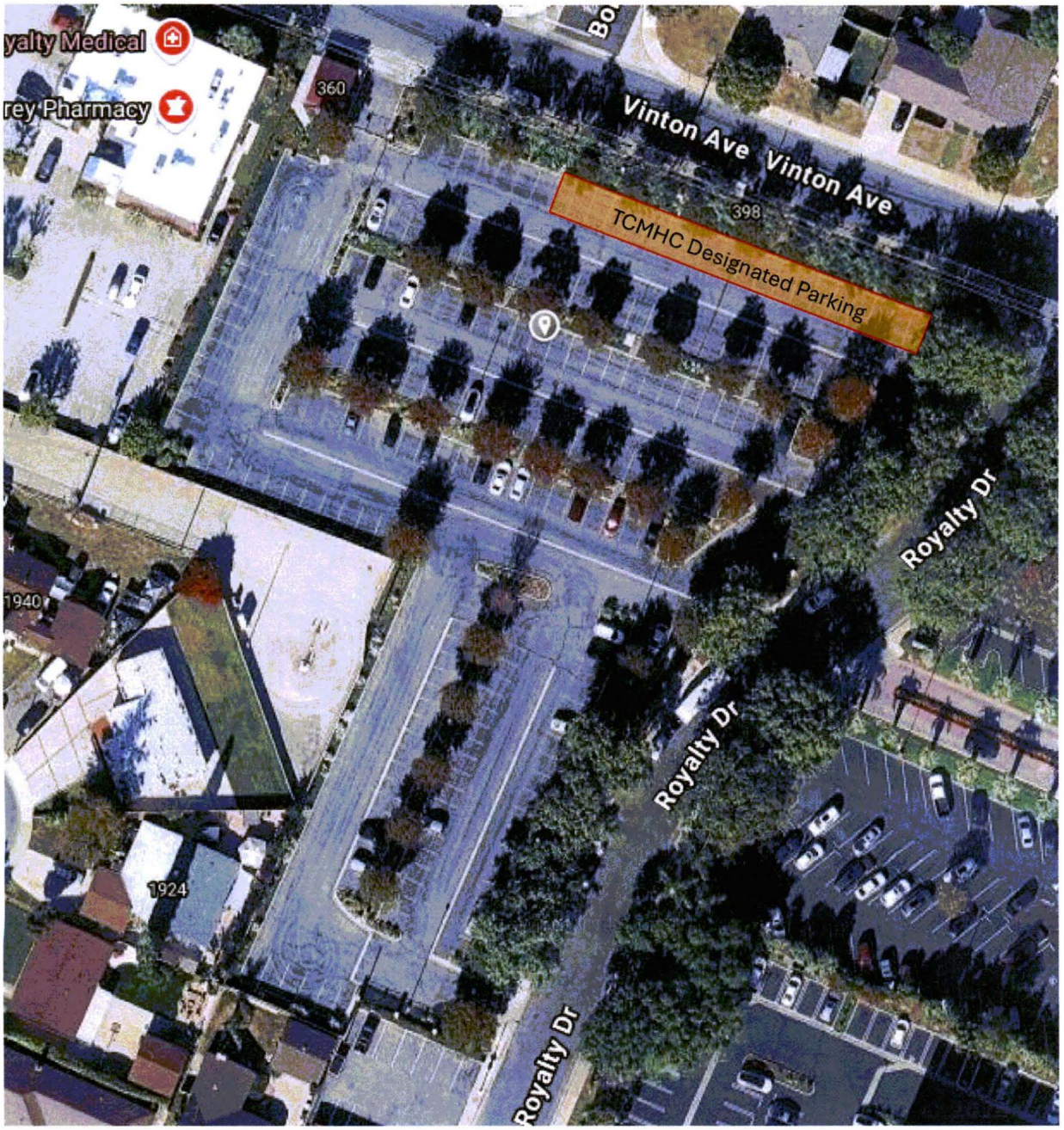
By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – PARKING MAP



AGENDA ITEM NO. 16

Tri-City Mental Health Authority

AGENDA REPORT

DATE: **September 16, 2026**

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. 888 Approving a revised loan agreement for $2,160,000 in financing for the development of senior affordable and permanent supportive housing units in the St. Ambrose Episcopal Church Project located at 155 N. Mountain Avenue in Claremont, California, authorizing the Executive Director to execute the loan agreement and take other related actions, and rescinding Resolution No. 854**

Summary:

Staff seeks Governing Board approval to execute revised loan documents for the St. Ambrose senior affordable housing project in the City of Claremont in the amount of $2,160,000 and authorization for the Executive Director to execute the necessary loan documents and related agreements to secure 12 units exclusively reserved for TCMHA clients for permanent supportive housing.

Background:

On June 18, 2025 the TCMHA Governing Board adopted Resolution No. 796 designating unspent MHSA Community Services and Supports (CSS) funding for support of three housing projects, including $2,160,000 for the St. Ambrose Senior Affordable Housing project located at 155 N Mountain Avenue in the City of Claremont (the “Project”). Additionally, on April 15, 2026 the TCMHA Governing Board adopted Resolution No. 855 approving the financial assistance for the St. Ambrose project in the amount of $2,160,000 and authorized the Executive Director to execute the necessary loan documents and related agreements to secure the 12 units exclusively reserved for TCMHA clients for permanent supportive housing.

Development of the Project is being led by National CORE, which is a non-profit developer of affordable housing based in Rancho Cucamonga, and developed by its affiliate, National Community Renaissance of California (NCRC) Claremont LP (the “Developer”). The Project includes construction and operation of a 59-unit affordable housing development for seniors aged 55 and older on a 1.2-acre site adjacent to St. Ambrose Episcopal Church. Of the 59 units, 29 will be for low-income seniors, 28 will be for low-income seniors who have experienced homelessness or are at risk of homelessness, and one will house an onsite manager. Onsite amenities will include supportive services and

case management, a senior-oriented community room, outdoor recreational spaces, technology hub, active and passive landscape areas, and outdoor seating and barbecues. Supportive services will be provided in partnership TCMHA and the Hope through Housing Foundation.

Other sources of funding for the Project are being provided by RBC Community Investments (an equity investor), the Los Angeles County Development Authority ("LACDA") as Housing Authority and a junior lender, and tax exempt bonds issued by the California Municipal Finance Authority (the "CMFA"). The City of Claremont is not providing any direct financial assistance but is a member of the CMFA and has approved the bond issuance for the Project.

On April 15, 2026, the Governing Board adopted Resolution No. 854 approving Project financing in the amount of $2,160,000 in the form of a forgivable loan to the Developer in exchange for exclusive use of 12 units for permanent supportive housing for persons who are sixty (60) years of age or older (and their family) who have a diagnosed mental illness and are homeless or at risk of homelessness, and whose income (when first becoming an occupant/tenant) is not greater than thirty percent (30%) of AMI for Los Angeles County, as published by the California Department of Housing and Community Development. The documents approved by the Governing Board at that time included: (1) a Promissory Note Secured by Deed of Trust; (2) a Deed of Trust with Assignment of Rents; and (3) a Regulatory Agreement prescribing affordability and programmatic requirements.

Following the Governing Board's action in April, the Project closing date was delayed at the request of other Project funding partners due to then-pending legislation that would have jeopardized tax credits necessary for the Project. That issue has since been resolved, and Project financing is presently scheduled to close on September 24, 2026.

After closing was delayed, however, National CORE requested that TCMHA's financing be restructured. National Core's tax counsel was concerned the IRS would deem TCMHA's loan to the developer entity to not be a true debt because it would be forgivable. This could jeopardize the Project's tax treatment and therefore the Project itself. Staff as therefore negotiated with National CORE and other Project partners to restructure TCMHA's funding contribution as a "back-to-back" loan.

<u>Back-to-Back Funding Structure</u>:

Under the proposed back-to-back funding structure, TCMHA's funding contribution would flow through National CORE and then to the Developer under substantially the same terms and conditions and with protections to ensure the Developer complies with the obligations, reporting requirements, and affordability restrictions required by TCMHA.

More specifically, TCMHA would loan $2,160,000 to National CORE, (deemed the "Sponsor"), which would immediately loan the same amount to the Developer. The second loan is deemed a "Sponsor Loan" and would be secured by a deed of trust and subject to TCMHA's affordability and programmatic requirements. At the same time, the would collaterally assign its interest in the Sponsor Loan to TCMHA. As a result, TCMHA would be able to exercise any right the Sponsor would have in the event the Developer defaulted on TCMHA's affordability and programmatic requirements.

This back-to-back loan arrangement would replace that which the Governing Board approved in April. The Governing Board would therefore need to rescind Resolution No. 854 and approve the following set of revised agreements:

- Promissory Note (The TCMHA Note) – This is the loan agreement between TCMHA and National CORE (The Sponsor), whereby TCMHA would loan the Sponsor $2,160,000 and the Sponsor would promise to repay TCMHA on or before fifty-five (55) years after the conversion of the project to permanent financing. The Sponsor would also promise to exclusively use TCMHA Note funds to make a corresponding loan (the Sponsor Loan) to the Developer for the purpose of constructing the Project. The TCMHA Note would also provide that a default under the Regulatory Agreement shall be a default under the TCMHA Note.

- Secured Promissory Note (The Sponsor Loan) – This is the Sponsor Loan agreement between the Sponsor and the Developer, whereby the Sponsor would loan the TCMHA Loan amount to the Developer, with the Sponsor Loan secured by a Deed of Trust pursuant to the terms of the TMCHA Note. The Sponsor Note would be secured by a Deed of Trust and entitle the Sponsor to right to enforce the covenants and agreements contained herein and in the TCMHA Note.

- Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Sponsor Loan) – The Deed of Trust would a security interest in the Property to secure repayment of the Note and performance of Regulatory Agreement.

- Collateral Assignment of Leasehold Deed of Trust and Deed of Trust Note - This is the agreement whereby the Sponsor would assign its security interest in the Project to TCMHA

- Regulatory Agreement - The Regulatory Agreement secures the developer's commitment to provide TCMHA with 12 units within the Project for senior adult homeless diagnosed extremely low income households at an affordable rent for a term of fifty-five (55) years after the completion of the Project. A default under the Regulatory Agreement would result in a default on the Note. The existing

Regulatory Agreement is revised for execution by both National CORE and Owner and reflect the back-to-back funding structure.

- Supportive Services Agreement – The Supportive Services Agreement memorializes the responsibilities and understanding between TCMHA and NCRC, LP (The Owner). TCMHA will provide said in-kind services to the Project, specifically to the 29 units to comply with the requirements under Intensive Case Management Services ("ICMS") programming funded through the Department of Health Services ("DHS"). TCMHA will be the lead Permanent Supportive Housing (PSH) provider for the Project, which services ("Services") will focus on the residents of the PSH Units to include personal service planning, and Mental health assessment and counseling with linkages to TCMHA mental health services, among other related supportive services.

The Governing Board's approval of the attached Resolution would rescind its prior adoption of Resolution No. 834, approve all of these agreements in substantially the form presented, and authorize the Executive Director to execute the agreements and take any other actions or execute any other agreements necessary to achieve the purposes of the proposed financial assistance for the Project, which may include subordination agreement(s) and other adjustments prior to execution that would not result in material changes It would also include a Supportive Services Agreement that establishes the terms and conditions for TCMHA to provide supportive services to Project residents.

Fiscal Impact:

The commitment of $2,160,000 of Tri-City's funds to the St. Ambrose Project will come from BHSA Housing funds, which were previously authorized by the Governing Board by the approval of Resolution No. 796 approved on June 18, 2025, and on June 17, 2026 through the approval of Resolution No. 866 of the Integrated Plan.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 888 approving revised financing in the amount of $2,160,000 for the development of senior affordable and permanent supportive housing units in the St. Ambrose Episcopal Church project located at 155 N. Mountain Avenue in Claremont, California, authorizing the Executive Director to execute the loan agreement and take other related actions, and rescinding Resolution No. 854

Attachments:

Attachment-A:	Resolution No. 796, approved June 18, 2025
Attachment-B:	Resolution No. 854, approved April 15, 2026
Attachment-C:	Resolution No. 888 (*DRAFT*)
Attachment-D:	Promissory Note (DRAFT)
Attachment-E:	Secured Promissory Note (DRAFT)
Attachment-F:	Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (DRAFT)
Attachment-G:	Collateral Assignment of Leasehold Deed of Trust and Deed of Trust Note (DRAFT)
Attachment-H:	Regulatory Agreement (DRAFT)
Attachment-I:	Supportive Services Agreement (DRAFT)

RESOLUTION NO. 796

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO UTILIZE MENTAL HEALTH SERVICES ACT UNSPENT FUNDS FROM COMMUNITY SERVICES AND SUPPORT PLAN IN THE ESTIMATED AMOUNT OF $8,552,475.00 FOR THREE HOUSING AND SHELTER PROJECTS APPROVED THROUGH A COMMUNITY PLANNING PROCESS

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

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

A. Tri-City Mental Health Authority ("Authority" or "TCMHA") desires to utilize Mental Health Services Act (MHSA) unspent excess funds subject to reversion in the approximate amount of $8,552,475.00 from the Community Services and Supports (CSS) Plan to support the completion of three housing and shelter projects before June 30, 2027 to prevent the reversion these funds.

B. After careful consideration and evaluation of all recommendations received through a Community Planning Process wherein stakeholders and community members participated and provided feedback, a decision was made to allocate excess CSS funds subject to reversion to the following projects:

1) Modular Housing Project #1 – 10 Units (Permanent) 252 E 4th Street in Pomona, California	$2,767,800
Modular Housing Project #2 – 6 Units (Permanent) 464 W 8th Street in Pomona, California	$1,681,050
2) St Ambrose Senior Affordable Housing A National Core Project - 12 Units 830 W. Bonita Avenue in Claremont, California	$2,160,000
3) Hope for Home Year-Round Emergency Shelter Beds increase from 31 to 71 resulting in additional 3 beds for each City	$1,943,625
TOTAL ESTIMATED AMOUNT	**$8,552,475**

2. Action

The Governing Board authorizes the Executive Director to allocate unspent excess MHSA funds in the estimated amount of $8,552,475.00 from the CSS Plan for three housing and shelter projects to prevent the potential reversion of these funds.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on June 18, 2025, by the following vote:

AYES: Board Members Lorraine Canales, Carolyn Cockrell, Sandra Grajeda, Paula Lantz, and Elizabeth Ontiveros-Cole; Vice-Chair Wendy Lau; and Chair Jed Leano.

NOES: None.

ABSTAIN: None.

ABSENT: None.

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

MICAELA P. OLMOS, RECORDING SECRETARY

RESOLUTION NO. 854

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING FINANCING IN THE AMOUNT OF $2,160,000 FOR THE DEVELOPMENT OF SENIOR AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING UNITS IN THE ST. AMBROSE EPISCOPAL CHURCH PROJECT LOCATED AT 155 N. MOUNTAIN AVENUE IN CLAREMONT, CALIFORNIA AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE LOAN AGREEMENT AND TAKE OTHER RELATED ACTIONS

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

1. Findings. The Governing Board hereby finds and declares as follows:

A. Tri-City Mental Health Authority ("TCMHA") adopted Resolution No. 796 on June 18, 2025 authorizing the Executive Director to utilize Unspent Community Services and Support (CSS) MHSA funds in the amount of $2,160,000 to support of the St. Ambrose Senior Affordable Housing project located at 830 W. Bonita Avenue in the City of Claremont (the "Project") by National CORE, a non-profit developer of affordable housing.

B. The Project involves the development and construction of a 59-unit affordable housing development for seniors aged 55 and older on a 1.2-acre site adjacent to St. Ambrose Episcopal Church. Of the 59 units, 29 will be for low-income seniors, 28 will be for low-income seniors who have experienced homelessness or are at risk of homelessness, and one will house an onsite manager. Development will include access to supportive services provided through partnerships between the developer and the Hope through Housing Foundation and TCMHA.

C. In exchange for Project financing in the amount of $2,160,000 in the form of a forgivable loan, TCMHA will receive exclusive use of 12 units for permanent supportive housing for persons who are sixty (60) years of age or older (and their family) who have a diagnosed mental illness and are homeless or at risk of homelessness, and whose income (when first becoming an occupant/tenant) is not greater than thirty percent (30%) of AMI for Los Angeles County, as published by the California Department of Housing and Community Development. To accomplish this purpose, the following agreements and related documents have been prepared and were presented to the Governing Board at its regular meeting of April 15, 2026: (i) a Promissory Note Secured by Deed of Trust; (ii) a the Deed of Trust with Assignment of Rents; and (iii) a Regulatory Agreement (collectively "Project Agreements").

2. Action

The Governing Board hereby approves the Project Agreements in substantially the same form as presented at its meeting on April 15, 2026 and authorizes the Executive Director to execute the Project Agreements and to take any related actions or execute any other instruments or agreements that are necessary or advisable to achieve the purposes of the Project Agreements and this Resolution.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on April 15, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

MICAELA P. OLMOS, RECORDING SECRETARY

RESOLUTION NO. 888

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING FINANCING IN THE AMOUNT OF $2,160,000 FOR THE DEVELOPMENT OF SENIOR AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING UNITS IN THE ST. AMBROSE EPISCOPAL CHURCH PROJECT LOCATED AT 155 N. MOUNTAIN AVENUE IN CLAREMONT, CALIFORNIA, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE LOAN AGREEMENT AND TAKE OTHER RELATED ACTIONS, RESCINDING RESOLUTION NO. 854

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

1. Findings.

The Governing Board hereby finds and declares as follows:

A. On June 18, 2025, Tri-City Mental Health Authority ("TCMHA") adopted Resolution No. 796 on June 18, 2025 authorizing the Executive Director to utilize Unspent Community Services and Support (CSS) MHSA funds in the amount of $2,160,000 to support of the St. Ambrose Senior Affordable Housing project located at 155 N. Mountain Avenue in the City of Claremont (the "Project") by National CORE, a non-profit developer of affordable housing.

B. The Project involves the development and construction of a 59-unit affordable housing development for seniors aged 55 and older on a 1.2-acre site adjacent to St. Ambrose Episcopal Church. Of the 59 units, 29 will be for low-income seniors, 28 will be for low-income seniors who have experienced homelessness or are at risk of homelessness, and one will house an onsite manager. Development will include access to supportive services provided through partnerships between the developer and the Hope through Housing Foundation and TCMHA.

C. On April 15, 2026, the Governing Board adopted Resolution No. 854 approving Project financing in the amount of $2,160,000 in the form of a forgivable loan, that would give TCMHA exclusive use of 12 units for permanent supportive affordable housing for persons who are sixty (60) years of age or older (and their family) who have a diagnosed mental illness and are homeless or at risk of homelessness, and authorizing the Executive Director to execute the Project agreements and to take related actions.

D. The Project closing date was subsequently delayed at the request of other Project funding partners, and the loan documents approved by Resolution No. 854 were never executed. National CORE and TCMHA subsequently renegotiated the structure TCMHA's Project financing as a back-to-back loan through National CORE to the Project Development, secured by an assumption and assignment and deed of trust.

E. The revised loan structure is reflected in the following agreements and related documents that were presented to the Governing Board at its regular meeting of

September 16, 2026: (i) a Promissory Note Secured by Deed of Trust (the TCMHA Note); (ii) a Sponsor Loan agreement: (iii) a Leasehold Deed of Trust with Assignment of Rents; (iii) a Collateral Assignment of Leasehold Deed of Trust and Deed of Trust Note; and (iv) a Regulatory Agreement.

2. Action.

The Governing Board hereby rescinds Resolution No. 854, approves the Project Agreements in substantially the same form as presented at its meeting on September 16, 2026, and authorizes and directs the Executive Director to execute the Project Agreements and to take any other related actions or execute any other instruments or agreements that are necessary or advisable to achieve the purposes of the Project Agreements and this Resolution.

3. Adoption. PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
JED LEANO
CHAIR

APPROVED AS TO FORM:

_____
STEVEN L. FLOWER
GENERAL COUNSEL

ATTEST:

_____
Ontson Placide
EXECUTIVE DIRECTOR

PROMISSORY NOTE

(TRI-CITY LOAN)

$2,160,000 Claremont, California _____, 2026

FOR VALUE RECEIVED, National Community Renaissance of California, a California nonprofit public benefit corporation ("Sponsor"), promises to pay to the Tri-City Mental Health Authority, a California joint powers authority ("Tri-City"), at its offices at 1717 N. Indian Hill Blvd., Suite B, Claremont, California 91711, or at such other place as Tri-City may from time to time designate in writing, (a) the principal sum of TWO MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS ($2,160,000) ("Tri-City Note Amount") or so much thereof as may be disbursed by Tri-City to Sponsor; and (b) all costs and expenses payable hereunder on or before the date that is fifty-five (55) years after the conversion of Project to permanent financing, and said date is hereinafter referred to as the "Maturity Date."

NOW, THEREFORE, for good valuable consideration, receipt of which is hereby acknowledged, Sponsor agrees as follows:

1. Agreement; Disbursements. The principal sum hereunder has been disbursed to Sponsor on the date hereof in connection with the closing of escrow for the St. Ambrose Senior Affordable Housing project ("Project") generally located at 155 N Mountain Ave., Claremont, CA (the "Site"). The principal sum hereunder shall be used exclusively by Sponsor to make a corresponding loan (the "Sponsor Loan") to NCRC Claremont LP, a limited partnership ("Developer") solely for the purpose of constructing the Project, and for costs and expenses related thereto (and supporting documentation evidencing the true and accurate application of the funds to the costs enumerated in Exhibit A hereto has been provided to Tri-City), and no other purposes. The Sponsor Loan shall be evidenced by that certain Secured Promissory Note, made by Developer dated as even date herewith, in the principal amount of $2,160,000 (the "Sponsor Note"). The Sponsor Note shall be, as a material condition hereof, secured by that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as the date hereof by Developer, as trustor, in favor of Sponsor, as beneficiary (the "Sponsor Deed of Trust").

2. Interest; Payments of Interest and Principal. Interest shall accrue on the unpaid Tri-City Note Amount at the rate of three percent (3%) per annum simple interest. There shall be no annual payments of principal and interest. Subject to Section 3 below, all outstanding principal and interest shall be due and payable in full on the Maturity Date without further demand or notice.

3. Payment At Term Expiration. If, as of the Maturity Date, there are no uncured Defaults (as hereinafter defined) hereunder, and there are no amounts which have become payable pursuant to Section 8 hereof, the balance of this Tri-City Note shall be forgiven.

4. Form of Payments. All amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

5. Application of Payments. All payments shall be applied: (i) first, to costs and fees owing hereunder, (ii) second, to the payment of unpaid accrued interest owing hereunder, and (iii) third, to the payment of principal.

6. Prepayment. Intentionally omitted.

7. Security. This Tri-City Note shall be unsecured, provided, however, Tri-City and Sponsor have entered into that certain Collateral Assignment of Leasehold Deed of Trust and Deed of Trust Note, dated as of the date hereof and recorded against the Site in the Official Records of Los Angeles County (the "Collateral Assignment"), collaterally assigning the Sponsor Note and the Sponsor Deed of Trust to TCMHA (the effectiveness of which is a material condition hereof). The terms of the Collateral Assignment are incorporated herein and made a part hereof to the same extent and with the same force and effect as if fully set forth herein. A default under any of the provisions of the Collateral Assignment shall be a Default hereunder, and a Default hereunder shall be a default under the Collateral Assignment.

8. Acceleration and Other Remedies. If elected by Tri-City pursuant to the following sentence, the entire balance due under this Tri-City Note shall be paid to Tri-City upon the earlier of any of the following (each, a "Default"): (i) the uncured default of (a) Sponsor under this Tri-City Note or the Collateral Assignment, or (b) the uncured default of Sponsor or Developer under the Regulatory Agreement, in each case, after delivery of notice and expiration of the applicable cure period provided in the respective agreement (and, if no such cure period is stated, then on the date that is 30 days after Tri-City provides written notice to Sponsor or Developer, as applicable, of such default); (ii) the default by Developer under any obligation secured by a deed of trust that is senior to the Sponsor Deed of Trust and Collateral Assignment that is not cured within the cure period, if any, provided thereunder (provided that in such event any remedy under this paragraph shall be subject to the Standstill Period (as herein defined)); (iii) the default by Developer under any deed of trust that is senior to the Sponsor Deed of Trust and Collateral Assignment that is not cured within the cure period, if any, provided thereunder (provided that in such event any remedy under this paragraph shall be subject to the Standstill Period (as herein defined)); or (iv) the sale, lease or other transfer or conveyance (other than the Permitted Transfers as defined in Section 16) of all or any part of the Project, or any interest therein (individually or collectively a "Transfer"), without the prior written consent of Tri-City, which consent shall not be unreasonably withheld, conditioned or delayed, (v) Sponsor becomes insolvent or the filing of bankruptcy or insolvency proceedings by or against Sponsor or if Sponsor makes a general assignment for the benefit of creditors, or (vi) Sponsor dissolves or liquidates. Upon the occurrence and during the continuance of a Default, Tri-City may, at Tri-City's option, declare the outstanding principal amount of this Tri-City Note, and other charges hereunder, and all other sums secured by the Tri-City Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Tri-City Note, may be added to the principal hereunder, and shall accrue interest as provided herein. Tri-City shall, upon the occurrence and during the continuance of a Default, have the right to exercise its rights under the Collateral Assignment to proceed against any portion of the security for the Sponsor Note in such order and in such manner as Tri-City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of Tri-City in

exercising any right hereunder, under the Regulatory Agreement or under the Collateral Assignment shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Regulatory Agreement, the Collateral Assignment or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of Tri-City's right to either require prompt payment when due of all other sums payable hereunder or to declare a Default for failure to make prompt or complete payment. In addition, upon any Default, the Tri-City Note Amount and all outstanding amounts due under this Tri-City Note shall accrue interest at the default rate of ten percent (10%) per annum (based on a 360-day year and charged on the basis of the actual number of days elapsed). The "Standstill Period" shall mean that for one hundred and twenty (120) days after the applicable trigger, Tri-City agrees that it will not, without written consent from the senior lender, accelerate this Tri-City Note, start legal or enforcement proceedings against the Sponsor pertaining to the repayment of this Tri-City Note, attempt to seize or foreclose on any Sponsor assets in connection with Sponsor's obligations hereunder or under the Collateral Assignment, or file an involuntary bankruptcy petition against the Sponsor, but Tri-City may (i) send any letters to Sponsor (which may include threats of enforcement which will be effective after the running of the Standstill Period), (ii) file a proof of claim in a bankruptcy proceeding initiated by a third party (in order to preserve such claim after the expiry of the standstill period), and (iii) exercise any remedies available to it after the expiry of the Standstill Period.

9. Waivers. Except to the extent notice is required under the Regulatory Agreement, Sponsor waives presentment, demand, notice of acceleration, notice of costs, expenses or losses or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights or interests in or to any and all property securing the Sponsor Note, and the benefit of any exemption under any homestead exemption laws, if applicable. Sponsor expressly agrees that this Tri-City Note or any payment hereunder may be extended from time to time at Tri-City's sole discretion and that Tri-City may accept security in consideration for any such extension or release any security for this Tri-City Note at its sole discretion all without in any way affecting the liability of Sponsor. No extension of time for payment of this Tri-City Note made by agreement by Tri-City with any person now or hereafter liable for the payment of this Tri-City Note shall operate to release, discharge, modify, change or affect the original liability of Sponsor under this Tri-City Note, either in whole or in part. The obligations of Sponsor under this Tri-City Note shall be absolute and Sponsor waives any and all rights to offset, deduct or withhold any payments or charges due under this Tri-City Note for any reasons whatsoever. No previous waiver and no failure or delay by Tri-City in acting with respect to the terms of this Tri-City Note or the Collateral Assignment shall constitute a waiver of any breach, default, or failure or condition under this Tri-City Note, the Collateral Assignment or the obligations secured thereby. A waiver of any term of this Tri-City Note, the Collateral Assignment or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

10. Consents. Sponsor consents to: (a) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof to the extent requested or approved by Sponsor, and (b) the granting of any other indulgences to Sponsor.

11. Successors and Assigns. Whenever "Tri-City" is referred to in this Note, such reference shall be deemed to include Tri-City, and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Tri-City Note. All covenants, provisions and agreements by or on behalf of Sponsor which are contained herein shall inure to the benefit of Tri-City's successors and assigns. Tri-City may, at its option, assign its right to receive payment under this Tri-City Note without necessity of obtaining the consent of Sponsor. Whenever " Sponsor" is referred to in this Tri-City Note, such reference shall be deemed to include National Community Renaissance of California, a California nonprofit public benefit corporation, and its approved successors and assigns, including, without limitation, any approved subsequent assignee or obligor of this Tri-City Note, if such approval is required and (if required) given in accordance with this Tri-City Note. In no event shall Sponsor assign or transfer any portion of this note without the prior express written consent of Tri-City, except as permitted in this Tri-City Note.

12. Usury. It is the intention of Sponsor and Tri-City to conform strictly to the Interest Law, as defined below, applicable to this loan transaction. Accordingly, it is agreed that notwithstanding any provision to the contrary in this Tri-City Note, or in any of the documents securing payment hereof or otherwise relating hereto, the aggregate of all interest and any other charges or consideration constituting interest under the applicable Interest Law that is taken, reserved, contracted for, charged or received under this Tri-City Note, or under any of the other aforesaid agreements or otherwise in connection with this loan transaction, shall under no circumstances exceed the maximum amount of interest allowed by the Interest Law applicable to this loan transaction. If any excess of interest in such respect is provided for in this Tri-City Note, or in any of the documents securing payment hereof or otherwise relating hereto, then, in such event:

(a) the provisions of this paragraph shall govern and control;

(b) neither Sponsor nor Sponsor's heirs, legal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest allowed by the Interest Law applicable to this loan transaction;

(c) any excess shall be deemed canceled automatically and, if theretofore paid, shall be credited on this Tri-City Note by Tri-City or, if this Tri-City Note shall have been paid in full, refunded to Sponsor; and

(d) the effective rate of interest shall be automatically subject to reduction to the Maximum Legal Rate of Interest (as defined below), allowed under such Interest Law, as now or hereafter construed by courts of appropriate jurisdiction. To the extent permitted by the Interest Law applicable to this loan transaction, all sums paid or agreed to be paid to Tri-City for the use, forbearance or detention of the indebtedness evidenced hereby shall be amortized, prorated, allocated and spread throughout the full term of this Tri-City Note. For purposes of this Tri-City Note, "Interest Law" means any present or future law of the State of California, the United States of America, or any other jurisdiction which has application to the interest and other charges under this Tri-City Note. The "Maximum Legal Rate of Interest" means the maximum rate of interest that Tri-City may from time to time charge Sponsor, and under which Sponsor would have no claim or defense of usury under the Interest Law.

13. Costs of Enforcement. Sponsor agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees, expert witness fees, and costs of suit (including appeals), incurred by Tri-City to enforce the terms hereof. In addition to the foregoing award of attorneys' fees, Tri-City shall be entitled to its reasonable attorneys' fees incurred in any post-judgement proceedings to enforce any judgment in connection with this Tri-City Note. This provision is separate and several and shall survive the merger of this provision into any judgment.

14. Miscellaneous. Time is of the essence hereof. If this Tri-City Note is now, or hereafter shall be, signed by more than one party or person, it shall be the joint and several obligation of such parties or persons (including, without limitation, all makers, endorsers, guarantors and sureties), and shall be binding upon such parties and upon their respective successors and assigns. This Tri-City Note shall be governed by and construed under the laws of the State of California. Sponsor irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles or the United States District Court of the Central District of California, as Tri-City hereof may deem appropriate, in connection with any legal action or proceeding arising out of or relating to this Tri-City Note. Sponsor also waives any objection regarding personal or in rem jurisdiction or venue to the extent such action is filed in the above-referenced courts.

15. Non-Recourse Obligation. In the event of any Default under the terms of the Regulatory Agreement, the sole recourse of Tri-City for any such Default shall be to exercise its rights against the Site and the Project under the Collateral Assignment. Sponsor and its partners and affiliates shall not be personally liable for the payment of any obligations under this Agreement; provided, however, that the foregoing shall not in any way affect any rights Tri-City may have hereunder, or any right of Tri-City to recover or collect funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Tri-City as a result of fraud, intentional misrepresentation, failure to discharge any materialmen's' liens or other liens against any portion of the Project, retention by Sponsor of any income from the Project or insurance proceeds or condemnation awards that should, by the terms hereof, by law or by equity, by paid to Tri-City, or bad faith waste, and/or any costs and expenses incurred by Tri-City in connection therewith (including without limitation reasonable attorneys' fees and costs) or gross negligence of Sponsor.

16. Permitted Transfers. Notwithstanding any provision to the contrary, the consent of TCMHA shall not be required for transfers pursuant to that certain Developer Partnership Agreement (including but not limited to transfers of RBC Community Investments, LLC (the "Investor Limited Partner"), and RBC Community Investments Manager II, Inc. (the "Special Limited Partner") interests) nor for transfers pursuant to the Purchase Option and Right of First Refusal Agreement between Developer, NCRC CLAREMONT MGP LLC, a California limited liability company, Sponsor, Investor Limited Partner and the Special Limited Partner.

17. Notices. Any notice required or permitted to be given hereunder shall be given in accordance with Article 7 of the Regulatory Agreement.

18. Counterparts. Counterparts of this Tri-City Note may be executed and delivered, and each of which, and all of which together, shall constitute one and the same Tri-City Note.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Tri-City Note to be executed on the date first set forth above.

TRI-CITY:
TRI-CITY MENTAL HEALTH AUTHORITY,
a California joint powers authority

By: _____
Ontson Placide, Executive Director

SPONSOR:
NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA,
a California nonprofit public benefit corporation,

By: _____
Kevin Lim, Chief Financial Officer

DRAFT

SECURED PROMISSORY NOTE
(TCMHA SPONSOR LOAN)

$2,160,000.00 Claremont, California
_____, 2026

FOR VALUE RECEIVED, NCRC CLAREMONT LP, a California limited partnership ("**Borrower**"), promises to pay to the order of NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, a California nonprofit public benefit corporation ("**Lender**"), the principal sum of $2,160,000 (the **"Loan"**).

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with that certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as the date hereof by Borrower, as trustor, in favor of Lender, as beneficiary (the "**Deed of Trust**"). Collectively, this Note, together with the Deed of Trust, are referred to herein as the "**Loan Documents**."

Tri-City Mental Health Authority, a California joint powers authority ("**TCMHA**"), has made a loan in the amount of $2,160,000 to Lender (the "**TCMHA Loan**"), in connection with the construction of a 59-unit multifamily affordable senior housing apartment community known as "St. Ambrose Senior Housing Apartments" (the **"Project"**) on certain real property located at 155 N. Mountain Avenue, located in the City of Claremont, Los Angeles County, California (the **"Property"**), all pursuant to the terms of that certain Promissory Note of even date herewith, made by Lender payable to TCMHA (the "**TCMHA Note**").

Lender has agreed to loan Borrower the proceeds of the TCMHA Loan in the amount $2,160,000 solely for the purpose of reimbursing Borrower for costs incurred in connection with the Project, all pursuant to the terms of the TMCHA Note.

This Note is secured by the Deed of Trust. Lender will be entitled to the benefits of the security provided by the Deed of Trust and shall also have the right to enforce the covenants and agreements contained herein and in the TCMHA Note.

1. PAYMENTS.

1.1 INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE. This Note shall bear interest at the rate of 3% per annum simple interest; interest on unpaid amounts of interest or principal shall not compound.

All outstanding principal and interest shall be due and payable in full on the Maturity Date (as defined herein) without further demand or notice. This Note will mature on the date that is fifty-five (55) years after the conversion of Project to permanent financing (the **"Maturity Date"**). Any payment made toward the Note (before or upon the Maturity Date) must be used to repay the TCMHA Note.

1.2 PREPAYMENT. While no payment of the Note is required prior to Maturity Date, pre-payments are not prohibited under the Note.

1.3 MANNER OF PAYMENT. All payments of principal and interest on this Note must be made in lawful money of the United States to Lender or its successor at 9692 Haven Avenue, Suite 100, Rancho Cucamonga, California 91730 or such other place as Lender shall designate to Borrower in writing, by wire transfer of immediately available funds to an account designated by Lender in writing, or an Automated Clearing House transaction or any other electronic money transfer acceptable to Lender, to an account designated by Lender.

2. DEFAULTS AND REMEDIES.

2.1 EVENTS OF DEFAULT. The occurrence and continuation of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Borrower fails to pay when due any payment of principal and interest (if applicable) payable under this Note, and such failure continues for 15 days after Lender notifies Borrower thereof in writing.

(b) An Event of Default on the part of Borrower is declared under this Note or the Deed of Trust, and unless a shorter cure period is specified for such default, the default continues for 10 days in the event of a monetary default or 30 days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of such default to Borrower, provided that in the case of a nonmonetary default that is not reasonably susceptible of cure within 30 days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within 30 days and thereafter prosecutes such cure to completion with diligence and in good faith, but in no event longer than 90 days from the receipt of notice of default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected by Lender on the same basis as if tendered by Borrower, as more specifically provided in Section 2.2 below.

(c) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (**"Bankruptcy Law"**), Borrower (or any general partner thereof) (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in any involuntary case,

(ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity's assets, (iii) orders the liquidation of Borrower (or any general partner thereof), or (iv) issues or levies a judgment, writ, warrant or attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 90 days after its issuance.

(e) Borrower fails to maintain insurance as required pursuant to applicable provisions of the Deed of Trust and Borrower fails to cure such default within 10 days of notice thereof.

(f) Borrower fails to use the proceeds of this Note in accordance with the provisions of the TCMHA Note.

(g) Notwithstanding anything to the contrary in this Note or any of the other Loan Documents, the removal and/or replacement of Borrower's general partner(s) and transfers of the Borrower's limited partner in accordance with the rights and remedies afforded under the Partnership Agreement shall not: (i) require the consent of Lender, (ii) constitute a default under any of the Loan Documents or (iii) accelerate the Maturity Date of this Note.

2.2 REMEDIES. Except as provided below, upon the occurrence and continuation of an Event of Default, Lender shall have the following rights, in addition to any other rights and remedies provided by law:

(a) Lender may declare the entire outstanding principal balance of this Note and all interest accrued thereon (if any) immediately due and payable, regardless of any prior forbearance.

(b) Exercise any and all rights and remedies available to Lender, including, without limitation, the right to pursue foreclosure under the Deed of Trust.

Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in exercising any remedy chosen by Lender including, without limitation, reasonable attorneys' fees, as such costs, expenses and fees are incurred in connection with Lender's enforcement of this Note and the exercise of any or all of its rights and remedies hereunder. All such sums shall be a part of the indebtedness secured by the Deed of Trust. Each of the remedies provided herein is cumulative and not exclusive of, and the exercise of any one shall not prejudice, any other of the remedies provided herein, in the Deed of Trust, or at law. Lender may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in the TCMHA Note, this Note, or the Deed of Trust

2.3 STANDSTILL. Notwithstanding anything to the contrary contained herein, Lender shall not accelerate the balance due hereunder or exercise any right or remedy provided in any of the Loan Documents, prior to the latter of (A) at any time prior to the expiration of the 15-year tax credit compliance period for the Project determined pursuant to Section 42(i)(1) of the Internal Revenue Code of 1986, as amended, and (B) such time as the limited partner is no longer limited partner of the Borrower.

2.4 LIMITED PARTNER RIGHTS. Lender agrees that any limited partner of Borrower will have the right, but not the obligation, to cure any Event of Default or default by Borrower under this Note; provided, however, the cure period shall be extended by 60 days from written notice thereof to the limited partners. Lender further agrees that it will deem any cure of any Event of Default or default made by the limited partners of Borrower to be a cure by Borrower which will be accepted or rejected by Lender on the same basis as if made by Borrower. Lender further agrees that the removal and replacement of a general partner will be deemed a cure of any default arising under Sections 2.1(c) or (d) above. Provided that Lender has been given written notice of the address for delivery of notices to the limited partners, Lender must provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Borrower, and as to the limited partners, the cure periods specified herein shall commence upon the date of receipt of such notice to Borrower's limited partners at the address set forth in Section 3.2(d) below.

3. MISCELLANEOUS.

3.1 WAIVERS; BORROWER'S WAIVERS.

(a) No waiver by Lender of any right or remedy under this Note shall be effective unless in a writing signed by Lender. Neither Lender's failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

(b) To the maximum extent permitted by applicable law, Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice, and expressly consents to any extension of the time of payment hereunder or any installment hereof, and to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging the liability represented by this Note.

3.2 NOTICES. Except as otherwise specified herein, all notices to be sent pursuant to this Note must be in writing and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered U.S. mail, return receipt requested, in which case notice will be deemed delivered on receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery;

(d) facsimile or other electronic transmission, in which case notice will be deemed delivered upon transmittal, provided that (i) a duplicate copy of the notice is promptly delivered to the other Party by first-class U.S. mail or by overnight delivery, or (ii) the sender has not received notice that the transmission was not received by the recipient. Any notice given electronically shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Lender: National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: CFO
Email: klim@nationalcore.org

If to Borrower: NCRC Claremont LP
c/o National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: CFO
Email: klim@nationalcore.org

With a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attention: Mark Stokely
Email: mstokely@kleinhornig.com

With copy to:

RBC Community Investments, LLC
600 Superior Avenue, Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel
E-mail: RBCCI.GP.NOTICE@RBCCM.COM

With copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, Suite 5880
Los Angeles, CA 90071
Attention: Kyle Arndt
E-mail: karndt@bocarsly.com

Addresses for notice may be changed from time to time by written Notice to all other parties. Notice may be given by legal counsel for a party. Notwithstanding that Notices will be deemed given when delivered, the non-receipt of any Notice as a result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice

3.3 SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 GOVERNING LAW. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws.

3.5 PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

3.6 SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. No amendment to or modification of this Note will be valid, effective or binding on the parties hereto except if it is in a written instrument executed by Borrower and Lender.

3.7 RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

3.8 TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9 RECOURSE. All obligations under this Note are recourse obligations of Borrower, its general partner, and any permitted successors and assigns.

3.10 ATTORNEYS' FEES. If Lender shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental entity, affecting the Project or the title thereto, including, without limitation, any form of condemnation or eminent domain proceeding, in such event Borrower shall be obligated to reimburse Lender immediately upon demand for all reasonable costs, and charges and reasonable attorneys' fees incurred by Lender in any such action or proceeding. Further, Borrower agrees to pay immediately upon demand all reasonable costs and expenses of Lender including reasonable attorneys' fees if, after default, this Note is placed in the hands of an attorney for collection, or if Borrower seeks to have the Project abandoned by or reclaimed from any estate in bankruptcy, or attempts to obtain any stay or injunction prohibiting the enforcement or collection of this Note.

3.11 TRANSFER OF THE NOTE. So long as the entity identified as the "Borrower" in the first paragraph of this Note is the owner of the Project, Lender agrees that it will not assign or transfer this Note, or any interest herein, without the consent of Borrower and Borrower's limited partners except as may be permitted in the Partnership Agreement.

3.12 The Loan shall be subordinate to that certain first mortgage loan made in connection with the Project and Lender agrees to consent to a reasonable subordination request made in connection with a refinancing of said first mortgage loan; provided, that a reasonable refinancing request shall be one that, without limitation, does not increase the outstanding amount of the principal outstanding (excluding reasonable protective advances, which shall be permitted) or extend the term / maturity date of said loan. or accelerate any payments due thereunder, or increase the interest rate thereof and contains terms substantially similar to the permitted first mortgage loan as to any insolvency proceeding or rights in bankruptcy, notice and cure provisions, restrictions on new indebtedness, required insurance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

BORROWER: **NCRC CLAREMONT LP,**
a California limited partnership

By: NCRC CLAREMONT MGP, LLC,
a California limited liability company,
its general partner

By: National Community Renaissance of California,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kevin Lim
Chief Financial Officer

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: CFO

Space above this line for Recorder's use.

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (TCMHA SPONSOR LOAN)

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 2026, by NCRC Claremont LP, a California limited partnership ("**Trustor**"), to Commonwealth Land Title Company, a California corporation, as trustee ("**Trustee**"), for the benefit of National Community Renaissance of California, a California nonprofit public benefit corporation ("**Beneficiary**").

RECITALS

A. Trustor holds a leasehold interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"). Trustor intends to construct, own and operate an affordable multifamily residential development (the "**Project**") on the Land.

B. Tri-City Mental Health Authority, a California joint powers authority ("**TCMHA**"), has made a loan in the amount of $2,160,000 to Beneficiary (the "**TCMHA Loan**"), pursuant to that certain Promissory Note of even date herewith, made by Beneficiary payable to TCMHA (the "**TCMHA Note**")

C. Pursuant to the terms of the TCMHA Note, Beneficiary has loaned the proceeds of the TMCHA Loan to Trustor (the "**Loan**") for the purposes described in the TCMHA Note.

D. This Deed of Trust has been executed and delivered pursuant to a Secured Promissory Note in the principal amount of $2,160,000 (the **"Note"**) executed by Trustor and evidencing Trustor's obligation to repay the Loan. Collectively, this Deed of Trust and the Note are referred to herein as the "**Loan Documents**."

E. As a condition precedent to lending money to Trustor, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure repayment of the Note and performance of Trustor's obligations under the Loan Documents.

NOW THEREFORE, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to

Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, the leasehold estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

1.1 All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

1.2 All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

1.3 All machinery, equipment, fixtures, goods and other personal property of Trustor, whether moveable or not, now owned or hereafter acquired by Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

1.4 All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

1.5 All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which Trustor now has or may hereafter acquire, including all advance payments of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

1.6 All revenues, income, rents, royalties, payments and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

1.7 All architectural, structural and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

1.8 All interests and rights in any private or governmental grants, subsidies, loans or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest described herein are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest (as applicable), and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the Loan Documents as such may be modified, supplemented, amended, renewed or extended; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) at any time Beneficiary is not affiliated with or is not the manager of the general partner or the general partner of Trustor, reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust or any other Loan Document.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above, and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

6. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real

estate records of Los Angeles County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed

to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

7. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

7.1 Representations and Warranties. Trustor represents and warrants (and any assignee hereof or of a portion of the interest created hereby or any third party beneficiary hereof shall be entitled to rely thereon) that: (i) Trustor lawfully possesses and holds a leasehold interest in the Land and a fee simple interest in the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the documents evidencing and securing all indebtedness of Trustor relating to the Property which is senior to this lien of this Deed of Trust as of the date of recordation hereof (**"Senior Debt"**), Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and liens securing Senior Debt or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 10.2.

7.2 Condition of Property. Trustor represents and warrants (and any assignee hereof or of a portion of the interest created hereby or any third party beneficiary hereof shall be entitled to rely thereon) that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and no condition on the Land violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ii) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Trustor in the Property; (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v) Trustor has not received any notice from any insurer of defects of the Property which have not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

7.3 Authority. Trustor represents and warrants (and any assignee hereof or of a portion of the interest created hereby or any third party beneficiary hereof shall be entitled

to rely thereon) that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants (and any assignee hereof or of a portion of the interest created hereby or any third party beneficiary hereof shall be entitled to rely thereon) that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

7.4 Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations in accordance with the respective terms thereof.

7.5 Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use proceeds from the Loan solely for purposes authorized by the Loan Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and the Improvements solely for purposes authorized by the Loan Documents, shall not commit or allow waste of the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Loan Documents.

7.6 Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property, any part thereof, or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered (each, a **"Transfer"**) in violation of the Loan Documents.

Notwithstanding anything to the contrary in any of the Loan Documents,

(i) the removal and/or replacement of Trustor's general partner(s) in accordance with the rights and remedies afforded under the Amended and Restated Agreement of Limited Partnership of Trustor (the "**Partnership Agreement**"), shall not require the consent of Beneficiary, constitute a default under any of the Loan Documents or accelerate the maturity date of the Loan or of the Note. In the case of such a removal or replacement, Beneficiary's prior written consent will not be required for any amendment or other modification of the Partnership Agreement to document and reflect such removal or replacement;

(ii) the interests of Trustor's limited partners shall be transferable, either directly or

indirectly, and such transfer shall not require the consent of Beneficiary or constitute a default under any of the Loan Documents. In the case of such transfer, Beneficiary's prior written consent shall not be required for any amendment or other modification of the Partnership Agreement to document and reflect such transfer; and

(iii) neither the withdrawal, removal, replacement, and/or addition of Trustor's general partner pursuant to the terms of the Partnership Agreement, nor the withdrawal, replacement, and/or addition of the Trustor's limited partners or their general partners or members, will constitute an Event of Default or default under any of the Loan Documents, and such actions shall not accelerate the maturity of the Loan or the Note.

If any Transfer shall occur in violation of such requirements, without limiting the provisions of Section 8 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period. Notwithstanding anything to the contrary contained herein, Beneficiary may not accelerate the balance due under the Note or exercise any right or remedy provided in this Deed of Trust or any of the Loan Documents, (i) at any time prior to the expiration of the 15-year tax credit compliance period for the Project determined pursuant to Section 42(i)(1) of the Internal Revenue Code of 1986, as amended, and (ii) from the time of removal of an affiliate of Beneficiary as the manager of or the general partner of Trustor until full payment to Trustor and its limited partner(s) of all obligations and damages owed by such removed general partner.

7.7 Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Loan Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the money and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following two business days prior notice.

7.8 Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

7.9 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust.

7.10 Hazard, Liability and Workers' Compensation Insurance. At all times

during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured as required by applicable provisions of security instruments securing Senior Debt and shall name Beneficiary as an additional insured thereunder.

7.11 Hazardous Materials. At any time Beneficiary is not affiliated with the manager of the general partner of, or the general partner of, Trustor, the following provisions shall apply:

Trustor shall not cause or permit any Hazardous Material (as defined below) to be brought upon, kept, stored or used in, on, under, or about the Land by Trustor, its agents, employees, contractors or invitees except for incidental supplies ordinarily used in connection with the construction, rehabilitation, repair, and operation of residential developments and in compliance with all applicable laws, and shall not cause any release of Hazardous Materials into, onto, under or through the Land. If any Hazardous Material is discharged, released, dumped, or spilled in, on, under, or about the Land and results in any contamination of the Land or adjacent property, or otherwise results in the release or discharge of Hazardous Materials in, on, under or from the Land, Trustor shall promptly take all actions at its sole expense as are necessary to comply with all Environmental Laws (as defined below).

To the fullest extent permitted by law, Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold Beneficiary and, as applicable, its elected and appointed officials, officers, agents and employees (collectively, "**Indemnitees**") and such Indemnitees lawful Successors and Assigns harmless from and against any and all loss, claim, liability, damage, demand, judgment, order, penalty, fine, injunctive or other relief, cost, expense (including reasonable fees and expenses of attorneys, expert witnesses, and other professionals advising or assisting Beneficiary), action, or cause of action (all of the foregoing, hereafter individually "**Claim**" and collectively "**Claims**") arising in connection with the breach of Trustor's covenants and obligations set forth in this Section 7.11 or otherwise arising in connection with the presence or release of Hazardous Materials in, on, under, or from the Property. The foregoing indemnity includes, without limitation, all costs of investigation, assessment, containment, removal, remediation of any kind, and disposal of Hazardous Materials, all costs of determining whether the Land is in compliance with Environmental Laws, all costs associated with bringing the Land into compliance with all applicable Environmental Laws, and all costs associated with claims for damages or injury to persons, property, or natural resources.

Without limiting the generality of the foregoing, Trustor shall, at Trustor's own cost and expense, do all of the following:

(a) pay or satisfy any judgment or decree that may be entered against any Indemnitee or Indemnitees in any legal or administrative proceeding incident to any matters against which Indemnitees are entitled to be indemnified under this Deed of Trust;

(b) reimburse Indemnitees for any expenses paid or incurred in connection with any matters against which Indemnitees are entitled to be indemnified under this Deed of Trust; and

(c) reimburse Indemnitees for any and all expenses, including without limitation out-of-pocket expenses and fees of attorneys and expert witnesses, paid or

incurred in connection with the enforcement by Indemnitees of their rights under this Deed of Trust, or in monitoring and participating in any legal or administrative proceeding.

Trustor's obligation to indemnify the Indemnitees shall not be limited or impaired by any of the following, or by any failure of Trustor to receive notice of or consideration for any of the following: (i) any amendment or modification of any Loan Document; (ii) any extensions of time for performance required by any Loan Document; (iii) any provision in any of the Loan Documents granting or limiting Beneficiary's recourse to property securing the Secured Obligations, or (if applicable) limiting the personal liability of Trustor or any other party for payment of all or any part of the Secured Obligations; (iv) the accuracy or inaccuracy of any representation and warranty made by Trustor under this Deed of Trust or by Trustor or any other party under any Loan Document, (v) the release of Trustor or any other person by Beneficiary or by operation of law, from performance of any obligation under any Loan Document; (vi) the release or substitution in whole or in part of any security for the Secured Obligations; and (vii) Beneficiary's failure to properly perfect any lien or security interest given as security for the Secured Obligations.

The provisions of this Section 7.11 shall be in addition to any and all other obligations and liabilities that Trustor may have under applicable law, and each Indemnitee shall be entitled to indemnification under this Section without regard to whether Beneficiary or that Indemnitee has exercised any rights against the Property or any other security, pursued any rights against any guarantor or other party, or pursued any other rights available under the Loan Documents or applicable law. The obligations of Trustor to indemnify the Indemnitees under this Section shall only apply so long as Beneficiary is not, or is not affiliated in any capacity with, a general partner of Trustor and shall survive any repayment or discharge of the Secured Obligations, any foreclosure proceeding, any foreclosure sale, any delivery of any deed in lieu of foreclosure, and any release of record of the lien of this Deed of Trust.

Without limiting any of the remedies provided in this Deed of Trust, Trustor acknowledges and agrees that each of the provisions in this Section 7.11 is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure) made by Trustor relating to real property security (the "**Environmental Provisions**"), and that Trustor's failure to comply with any of the Environmental Provisions will be a breach of contract that will entitle Beneficiary to pursue the remedies provided by Section 736 of the California Code of Civil Procedure ("**Section 736**") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of Section 726(a) of the California Code of Civil Procedure or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of Sections 580a, 580b, 580d, or 726(b) of the California Code of Civil Procedure.

"**Hazardous Materials**" means any applicable substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, et

seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

"**Environmental Law**" means all applicable federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees and agents, to any Hazardous Material (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. 2601, et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, et seq.], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, et seq.], the Resource Conservation and Recovery Act [42 U.S.C. 6901, et seq.], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, et seq.], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, et seq.], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, et seq.], the California Hazardous Waste Act [California Health and Safety Code Section 25100, et seq.], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, et seq.], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, et seq.], as they now exist or are hereafter amended, together with any regulations promulgated thereunder.

7.12 Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of Fifty Thousand Dollars ($50,000) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any

default under any other financing document or other lien affecting the Property and shall use reasonable best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 7.18 and 8.2 of this Deed of Trust, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

7.13 Indemnification. Trustor shall indemnify, defend (with counsel reasonably acceptable to Beneficiary), and hold harmless Trustee and the Indemnitees (and their lawful successors and assigns) from and against all Claims arising directly or indirectly in any manner in connection with or as a result of (a) any breach of Trustor's covenants under any Loan Document, (b) any representation by Trustor in any Loan Document which proves to be false or misleading in any material respect when made, (c) injury or death to persons or damage to property or other loss occurring on the Land or in any improvement located thereon, whether caused by the negligence or any other act or omission of Trustor or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Property, or any Loan Document or any transaction contemplated thereby, or any failure of Trustor to comply with all applicable state, federal and local laws and regulations applicable to the Property, provided that no Indemnitee shall be entitled to indemnification under this Section for matters to the extent caused by such Indemnitee's gross negligence or willful misconduct. The obligations of Trustor under this Section shall only apply so long as Beneficiary is not affiliated with or is not a general partner of Trustor, shall survive the repayment of the Loan and shall be secured by this Deed of Trust. Notwithstanding any contrary provision contained herein, the obligations of Trustor under this Section shall survive any foreclosure proceeding, any foreclosure sale, any delivery of a deed in lieu of foreclosure,

and any release or reconveyance of this Deed of Trust.

7.14 Compliance with the TCMHA Note and Regulatory Agreement. The Trustor acknowledges that the Loan has been funded from the proceeds of the TCMHA Loan pursuant to the terms of the TCMHA Note, a copy of which has been made available to the Trustor. Trustor agrees to comply with all terms and conditions of both the TCMHA Note and that certain Regulatory Agreement dated as of or about the date hereof and executed by TCMHA, Trustor and Beneficiary (the "**Regulatory Agreement**"), applicable to the Trustor and the Property. Without limiting the foregoing, Trustor agrees, as a condition of the Loan, as follows:

(a) The Property shall be used only for private rental dwelling purposes and related amenity uses, for the purposes described in the Regulatory Agreement. Additionally, throughout the Affordability Period (as such term is defined in the Regulatory Agreement), Trustor covenants and agrees to make available, restrict occupancy to, and rent not fewer than the Required Affordable Units (as such term is defined in the Regulatory Agreement) in the Project to Senior Adult Homeless Diagnosed Extremely Low Income Households (as such term is defined in the Regulatory Agreement) at an Affordable Rent (as such term is defined in the Regulatory Agreement). Trustor shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Project.

(b) Trustor shall be responsible for the selection of tenants in compliance with all applicable laws and this Agreement, and as to the Required Affordable Units, (i) fully consult, coordinate and cooperate with TCMHA in the selection of qualified tenants; and (ii) provide reasonable evidence to TCMHA that a tenant is permitted under the terms of this Agreement to rent a Required Affordable Unit before so renting a Required Affordable Unit to the tenant; (iii) provide a copy of the applicable rental agreement and addenda to TCMHA, with evidence that the rent is Affordable Rent for the tenant, prior to signing the rental agreement, and (iv) comply with TCMHA's process for selecting tenants for the Affordable Units is set forth in Exhibit B of the Regulatory Agreement.

7.15 Insurance and Condemnation Proceeds. Subject to the rights of the holders of any Senior Debt, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply such moneys to any indebtedness secured hereby in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding the foregoing, so long as the value of Beneficiary's lien is not impaired, insurance and/or condemnation proceeds shall be used to repair and/or restore the Project.

7.16 Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the

terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

7.17 Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

7.18 Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 7.18 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

7.19 Limited Partners Right to Cure. Trustor's limited partners shall have the right, but not the obligation, to cure any default of Trustor hereunder; provided, however, the cure period for any such limited partner(s) of Trustor shall be extended by 60 days from written notice of such Trustor default to the limited partners(s). Beneficiary further agrees that it will deem any cure of any default made by the limited partner(s) of Trustor to be a cure by Trustor and such cure will be accepted or rejected by Beneficiary on the same basis as if made by Trustor. Provided that Beneficiary has been given written notice of the address for delivery of notices to the limited partner(s) of Trustor, Beneficiary must provide any notice of default given under this Deed of Trust to the limited partner(s) of Trustor concurrently with the provision of such notice to Trustor, and as to such limited partner(s), the cure periods specified herein shall commence upon the date of receipt of such notice by Trustor's limited partner(s) at such address therefore as is provided in this Deed of Trust or as may be provided in the future by any limited partner of Trustor to Beneficiary.

8. Default and Remedies.

8.1 Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence and continuation of any one or more of the following events:

(a) Beneficiary's declaration of an Event of Default under any Loan Document, subject to the expiration of any applicable cure period set forth in such document;

(b) Trustor fails to perform any monetary obligation which arises under this Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee, or 30 days in the event of a nonmonetary default after the date upon which Beneficiary shall have given written notice of such default to Trustor, provided that in the case of a nonmonetary default that is not reasonably susceptible of cure within 30 days, an Event of Default shall not arise hereunder if Trustor commences to cure the default within 30 days and thereafter prosecutes such cure to completion with diligence and in good faith, but in no event no longer than 90 days from the receipt of notice of such default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Trustor shall be deemed to be a cure by Trustor and shall be accepted or rejected by Beneficiary on the same basis as if tendered by Trustor.

8.2 Remedies. Subject to the limitations set forth in Section 7.6 above as well as the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all of the remedies set forth in any Loan Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

(b) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(e) Judicial Action. Beneficiary may bring an action in any court of

competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

8.3 Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the Loan Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by

crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 7.12(c); and

(b) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

8.4 Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under the Loan Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

9. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisement, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

10. Miscellaneous Provisions.

10.1 Additional Provisions. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which are by this reference hereby incorporated into this Deed of Trust and apply to this Deed of Trust and the Property.

10.2 Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(d) facsimile or any electronic transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

If to Beneficiary:

National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: CFO

If to Trustor:

NCRC Claremont LP
c/o National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: CFO

With a copy to:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attention: Mark Stokely
Email: mstokely@kleinhornig.com

With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, Suite 5880
Los Angeles, CA 90071
Attention: Kyle Arndt

With copy to:

RBC Community Investments, LLC
600 Superior Avenue, Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel
Fax No.: (216) 875-2612

10.3 Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and permitted transferees and assigns of Trustor, Beneficiary and Trustee; provided however this Section 10.3 does not waive the provisions of Section 7.6.

10.4 Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Los Angeles County, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of Trustee named herein.

10.5 Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

10.6 Governing Law; Severability; Interpretation. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Loan Documents or, as applicable, this Deed of Trust. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of this Deed of Trust. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

10.7 Waiver, Modification and Amendment. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver unless so provided in writing. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance. No amendment to or modification of this Deed of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

10.8 Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by Beneficiary's President or Chief Executive Officer or by any person who shall have been designated by Beneficiary's President or Chief Executive Officer, without further approval by the governing board of Beneficiary.

10.9 Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

10.10 Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

10.11 Partial Subordination to Extended Use Agreement. Trustor and the California Tax Credit Allocation Committee may enter into a Regulatory Agreement (the "**TCAC Regulatory Agreement**"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). In the event of a foreclosure of Beneficiary's interest under this Deed of Trust or delivery by Trustor of a deed in lieu thereof (collectively, a "**Foreclosure**"), the following rule shall apply:

In the event of a Foreclosure, throughout the extended use period specified in the TCAC Regulatory Agreement, with respect to any unit that had been regulated by the TCAC Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

This Deed of Trust shall remain subordinate to the Senior Debt at all times and continue to remain subordinate in the event of a reasonable refinancing of the Senior Debt to which Trustor consents in writing. A refinancing shall not be reasonable unless it shall be a refinancing that, without limitation, does not increase the outstanding amount of the principal outstanding (excluding reasonable protective advances, which shall be permitted) or extend the term / maturity date of said loan. or accelerate any payments due thereunder, or increase the interest rate thereof and contains terms substantially similar to the Senior Debt as to any insolvency proceedings or rights in bankruptcy, notice and cure provisions, restrictions on new indebtedness, required insurance.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR: NCRC CLAREMONT LP,
a California limited partnership

By: NCRC CLAREMONT MGP, LLC,
a California limited liability company,
its general partner

By: National Community Renaissance of California,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kevin Lim
Chief Financial Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared Kevin Lim, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____

Notary Public

EXHIBIT A

DESCRIPTION OF LAND

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF PARCEL 1, ACCORDING TO PARCEL MAP NO. 20875, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED JUNE 4, 1990, IN BOOK 230, PAGE 92 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1;
THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 02°07'51" EAST, 170.92 FEET;
THENCE, LEAVING SAID WESTERLY LINE, THE FOLLOWING SEVEN (7) COURSES:
SOUTH 87°52'09" EAST, 59.00 FEET;
SOUTH 02°07'51" WEST, 2.71 FEET;
SOUTH 87°52'09" EAST, 98.96 FEET;
NORTH 02°07'51" EAST, 20.00 FEET;
SOUTH 87°52'09" EAST, 86.00 FEET;
SOUTH 02°07'51" WEST, 20.00 FEET;
SOUTH 87°52'09" EAST, 56.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF MOUNTAIN AVENUE (30.00 FEET HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 20875;
THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02°07'51" WEST 168.34 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 87°50'40" WEST 300.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS GRANTED IN THE DECLARATION PROVIDING FOR RECIPROCAL EASEMENTS RECORDED ___, 2026 AS INSTRUMENT NO. 2026___, OFFICIAL RECORDS, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

APN: 8313-006-036 PORTION

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

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

APN(s):

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Regulatory Agreement is exempt from Recording Fees pursuant to Sections 6103, 27383 and 27388.1 of the California Government Code.

REGULATORY AGREEMENT

This REGULATORY AGREEMENT (this "**Agreement**") is dated as of _____ 2026, and is entered into by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("**TCMHA**"), NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, a California nonprofit public benefit corporation ("**Sponsor**"), and NCRC CLAREMONT LP, a California limited partnership ("**Developer**").

RECITALS

A. Pursuant to a Promissory Note (Tri-City Note) dated of even date herewith between TCMHA and Sponsor (the "**TCMHA Note**"), TCMHA has committed a loan to Sponsor (the "**TCMHA Loan**"), to be used for the capital development of a senior affordable housing project located at 155 North Mountain Avenue, Claremont, CA described on Exhibit "A" hereto (the "**Site**").

B. Developer has acquired leasehold title to, and intends to develop, the Site utilizing, among other things, the proceeds of a loan from the Los Angeles County Development Authority (the "**County**") which requires that Developer enter into an agreement with the County, to be recorded prior to this Agreement, that restricts twenty eight (28) of the fifty-nine (59) units in the apartment complex (the "**County Regulatory Agreement**").

C. Sponsor has loaned the proceeds of the TCMHA Loan to Developer pursuant to a Secured Promissory Note dated of even date herewith between Sponsor and Developer (the "**Sponsor Note**", together with the TCMHA Note, the "**Note**").

D. The Note requires Sponsor to cause Developer to construct an apartment complex including fifty-nine (59) residential units (including one (1) manager's unit) on the Site (the "**Project**"). As a condition to TCMHA's commitment of funds, Sponsor must enter into, and must cause Developer to enter into and record, this Agreement restricting twelve (12) of such residential units to Senior Adult Homeless Diagnosed Extremely Low Income Households (defined below) at an Affordable Rent (defined below) (the "**Required Affordable Units**") for fifty-five (55) years after the completion of the Project.

E. The parties hereto acknowledge that tenants of Required Affordable Units, in addition to housing, will require supportive services which are to be provided by TCMHA pursuant to a Services Agreement between the parties dated substantially concurrently herewith, and that TCMHA shall be the lead provider of services to all tenants of the Project to the extent they qualify for TCMHA services (as provided in said Services Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein and in the Note the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

(a) The term "**Affordability Period**" shall mean the period commencing upon the completion of the Project and expiring fifty-five (55) years thereafter.

(b) The term "**Affordable Rent**" shall mean rent, including a reasonable utility allowance/amount, no greater than the rent permitted for Extremely Low Income households under California law (i.e., the product of thirty percent (30%) times thirty percent (30%) of area median income ("**AMI**") for Los Angeles County, as published by the California Department of Housing and Community Development, adjusted for family size appropriate to the unit). Affordable Rent shall be determined in conformity with Health and Safety Code Section 50052.5 and related regulations.

(c) The term "**Senior Adult Homeless Diagnosed Extremely Low Income Households**" shall mean persons who are sixty-two (62) years of age or older (and their family) who have a diagnosed mental illness and are homeless or at risk of homelessness, and whose income (when first becoming an occupant/tenant) is not greater than thirty percent (30%) of AMI for Los Angeles County, as published by the California Department of Housing and Community Development.

ARTICLE 2
RESTRICTIONS

2.1 Permitted and Required Uses. The Project shall be used only for private rental dwelling purposes and related amenity uses, for the purposes described in the County Regulatory Agreement. Additionally, throughout the Affordability Period, Developer covenants and agrees to make available, restrict occupancy to, and rent not fewer than the Required Affordable Units in the Project to Senior Adult Homeless Diagnosed Extremely Low Income Households at an Affordable Rent. Developer shall not maintain or cause to be maintained any public nuisance or private nuisance on or about the Project.

2.2 Selection of Tenants. Developer shall be responsible for the selection of tenants in compliance with all applicable laws and this Agreement, and as to the Required Affordable Units, (i) fully consult, coordinate and cooperate with TCMHA in the selection of qualified tenants; and (ii) provide reasonable evidence to TCMHA that a tenant is permitted under the terms of this

Agreement to rent a Required Affordable Unit before so renting a Required Affordable Unit to the tenant; (iii) provide a copy of the applicable rental agreement and addenda to TCMHA, with evidence that the rent is Affordable Rent for the tenant, prior to signing the rental agreement, and (iv) comply with TCMHA's process for selecting tenants for the Affordable Units is set forth in Exhibit "B".

2.3 Increases in Tenant Income and Rent. A tenant who qualifies as an Extremely Low Income Household prior to occupancy of a Required Affordable Unit but whose income increases such that such tenant household ceases to be income qualified, may continue to occupy such Required Affordable Unit and be charged rent including a reasonable utility allowance, not greater than [the lesser of (x)] thirty percent (30%) of the household's adjusted monthly income, recertified annually[, or (y) the market rent applicable to the Required Affordable Unit as published by HUD]. No rent for a Required Affordable Unit may be increased without the reasonable consent of TCMHA after delivery to TCMHA of a reasonable written explanation together with reasonable evidence of the increased income.

2.4 Tenant Protections.

(a) Lease. Developer shall execute or cause to be executed a written lease/rental agreement for each Required Affordable Unit which complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and with each tenant household identifying by name all permitted occupants, both adults and minors.

(b) Prohibited Lease Terms. The tenant lease/rental agreement may not contain any of the following provisions:

(i) *Agreement to be sued*. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(ii) *Treatment of property*. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out. The owner may dispose of this personal property in accordance with State law;

(iii) *Excusing owner from responsibility*. Agreement by the tenant not to hold Developer or Developer's agents legally responsible for any action or failure to act, whether intentional or negligent;

(iv) *Waiver of notice*. Agreement of the tenant that Developer may institute a lawsuit without notice to the tenant;

(v) *Waiver of legal proceedings*. Agreement by the tenant that Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

(vi) *Waiver of a jury trial*. Agreement by the tenant to waive any right to a trial by jury;

(vii) *Waiver of right to appeal court decision*. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;

(viii) *Tenant chargeable with cost of legal actions regardless of outcome*. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by Developer against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and

(ix) *Mandatory supportive services*. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

(c) Termination of Tenancy. Developer may not terminate the tenancy or refuse to renew the lease of a tenant within the Project except for failure to pay rent, serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) calendar days (or such longer period as may be required by applicable laws) by Developer's service upon the tenant of a written notice specifying the grounds for the action.

2.5 Nondiscrimination. There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land and shall remain in effect in perpetuity.

ARTICLE 3
OPERATION, MANAGEMENT AND MAINTENANCE OF THE PROJECT

Developer shall comply with all the terms and provisions of the County Regulatory Agreement, including without limitation those relating to operation, management, financing and maintenance of the Project.

ARTICLE 4
RUNS WITH LAND; PROHIBITIONS ON ASSIGNMENT

4.1 Covenants to Run With the Land. The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project

or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

4.2 Transfers; General Prohibition of Transfer without Consent. The qualifications and identity of Developer as an experienced and successful developer and operator/manager of affordable housing are of particular concern to TCMHA. Accordingly, until the TCMHA Note has been forgiven, no voluntary or involuntary successor in interest of Developer shall acquire any rights or powers this Agreement, nor shall Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the Project or the Site, or any part thereof, or this Agreement (collectively referred to herein as a "**Transfer**") without the prior written approval of TCMHA, which approval shall not however be unreasonably withheld, conditioned or delayed.

Notwithstanding the foregoing, the Transfers that do not require County consent under the County Regulatory Agreement or the Note shall not require TCMHA consent.

ARTICLE 5
ENFORCEMENT; REMEDIES; CROSS DEFAULT WITH LOAN

5.1 Remedies. In the event of default or breach of any of the terms or conditions of this Agreement by Developer, its heirs, executors, administrators or assigns, which continues beyond a period of thirty (30) days following the date of receipt by Developer of written notice from TCMHA of such default, TCMHA may pursue the remedy thereof by any and all means of enforcement, both in equity and at law, as provided by the laws of the State of California, including, but not limited to, injunctive relief and/or specific performance. The Developer's limited partner has the right to receive notices of all defaults (so long as Developer's limited partner keeps current contact information on file with TCMHA) and has the right but not the obligation to cure such defaults. All limited partner cures on behalf of the Developer will be accepted or rejected on the same basis as if provided by the Developer.

5.2 No Third Parties Benefited. Except as provided herein as to the County, this Agreement is made for the purpose of setting forth rights and obligations of Developer and the County, and no other person shall have any rights hereunder or by reason hereof.

5.3 Default Hereunder Is Default Under TCMHA Loan. A continuous default under this Agreement shall constitute a default under the Note, and shall entitle TCMHA to demand payment thereof and if not paid, enforce its rights and remedies under that certain Collateral Assignment of Leasehold Deed of Trust and Deed of Trust Note by Sponsor to TCMHA, dated as of the date hereof, collaterally assigning the Sponsor Note and the deed of trust securing the Sponsor Note to TCHMA.

ARTICLE 6
INSURANCE AND INDEMNITY

Developer shall, at Developer's expense, cause TCMHA to be named as additional insured under all liability insurance maintained by Developer for the Project, and shall promptly provide TCMHA with reasonable evidence of such insurance and additional insured status.

Except to the extent caused by the fraudulent acts, gross negligence or willful misconduct of the Indemnified Parties (as hereinafter defined), Developer shall indemnify, defend (with counsel reasonably acceptable to TCMHA), and hold TCMHA, and its employees, officers, agents, and board members (collectively the "Indemnified Parties") harmless against all claims which arise out of or in connection with the ownership or occupancy of or construction on the Project (including, without limitation, rehabilitation) by Developer or Developer's contractors, subcontractors, agents, employees, or tenants, including claims resulting from the Developer's failure to comply with applicable federal, state and local Fair Housing laws regarding discrimination in rental housing, handicapped accessibility, prevailing wage (California Labor Code Section 1720 et seq.) and/or Davis Bacon (40 U.S.C. 276(a) et seq.) (as applicable), and the relocation of persons displaced by the Project, if applicable, including rehabilitation of the Project. Developer agrees that Developer, and not TCMHA, is responsible for assuring compliance with such laws. This section shall survive the termination of this Agreement.

ARTICLE 7
NOTICES

Written notice, demands and communications between TCMHA and Developer shall be deemed sufficient if dispatched by overnight delivery by a regarded courier service, registered or certified mail, postage prepaid, return receipt requested to the principal offices of TCMHA and Developer, the addresses of which are hereinafter set forth. Such written notices, demands and communications may be sent in the manner prescribed to each other's addresses as either party may, from time to time, designate by mail, or the same may be delivered in person to representatives of either party upon such premises. Said addresses are as follows:

If to Sponsor:

NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
Attention: CFO

If to Developer:

NCRC CLAREMONT LP
c/o National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, CA 91730
Attention: CFO

With a copy to:

RBC Community Investments, LLC
600 Superior Avenue, Suite 2300
Cleveland, Ohio 44114

DRAFT

Attention: President and General Counsel
Fax No.: (216) 875-2612

With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, Suite 5880
Los Angeles, CA 90071
Attention: Kyle Arndt

If to TCMHA:

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

Notices herein shall be deemed given one business day after delivery to a reputable overnight delivery service for next day delivery, or three (3) consecutive calendar days after deposit of the same in the custody of the United States Postal Service.

ARTICLE 8
MISCELLANEOUS

8.1 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party or the failure by the party to exercise its rights under or upon a default by the other party herein shall not constitute a waiver of such party's right to demand strict compliance from such other party in the future.

8.2 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

8.3 Relevant Agreements; Merger. This Agreement and the Note contain the sole and entire agreements and understandings of the parties with respect to the subject matter hereof. No representations, oral or otherwise, express or implied, other than those contained herein, have been made by the parties.

8.4 Counterparts. Counterparts of this Agreement may be executed, acknowledged, delivered and recorded, and each of which, and all of which together, shall constitute one and the same Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DEVELOPER:

NCRC CLAREMONT LP
a California limited partnership

By: NCRC CLAREMONT MGP, LLC,
a California limited liability company,
its general partner

By: NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Kevin Lim
Chief Financial Officer

TCMHA:

TRI-CITY MENTAL HEALTH AUTHORITY,
a California Joint Powers Authority

By: _____
Ontson Placide
Executive Director

SPONSOR:

NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA,
a California nonprofit public benefit corporation

By: _____
Kevin Lim
Chief Financial Officer

DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

TENANT SELECTION PROCESS FOR REGULATED UNITS

Tenant selection for Tri-City Mental Health Authority (TCMHA) housing will be consistent with the eligibility and guiding requirements of the Mental Health Services Act (MHSA) and the Coordinated Entry Systems (CES). The target populations for TCMHA units in the project are MHSA eligible Adults, older adults, Transitional Age Youth and families with at least one member meeting MHSA eligibility. Applicants must be able to pay the rent and have income in the amount of social security level or above and be within the income restrictions of the unit.

Behavioral Health Services Act (BHSA)

Households eligible for BHSA-funded supportive housing must be experiencing homelessness or at risk of homelessness and must meet the behavioral health criteria established by the program, including verification of a qualifying behavioral health condition when applicable. Income eligibility shall be determined in accordance with the requirements of the rental subsidy or voucher program assigned to the project. TCMHA shall utilize the Coordinated Entry System (CES) to confirm homelessness status, acuity scores, and vulnerability indicators, and shall use this information to conduct an internal matching process that aligns with Los Angeles County CES prioritization standards. Applicants must demonstrate the ability to comply with lease terms and meet rent obligations, and the Service Provider shall verify that the household does not have access to other available housing subsidies. All eligibility determinations and behavioral health qualifications shall be documented in the Housing Support Plan (HSP) and certified by program staff.

Coordinated Entry System (CES) Process

TCMHA shall coordinate with the Coordinated Entry System (CES) by utilizing CES assessment data, including homelessness status, acuity scores, and prioritization indicators, to verify eligibility and conduct an internal matching process that aligns with Los Angeles County's CES matching standards, while ensuring that all eligibility determinations, subsidy assignments, and documentation requirements are completed in accordance with program rules and align with BHSA.

Application Process

Once an applicant has been identified through the program's internal matching process, the applicant will be referred to property management to complete a full housing application. Property management shall conduct the application process in a supportive, transparent, and housing-first–oriented manner. The application review may include income verification, credit history review, criminal background screening consistent with fair housing guidance, verification of information provided by the applicant, and contact with prior landlords, as well as a meeting with the applicant and any supportive services staff the applicant wishes to include. Applicants for units supported by a Housing Authority-issued rental subsidy must also complete all required Housing Authority application and eligibility steps, including submission of documentation, participation in interviews, and compliance with Housing Authority determinations. If concerns arise regarding the applicant's rental history, credit, background, or voucher eligibility, property management and

supportive services staff shall engage in a collaborative discussion with the applicant regarding potential reasonable accommodations or supportive measures that may mitigate those concerns. Upon completion of the review, property management shall notify the applicant in writing of the approval or denial of the application, including the reasons for any denial. Applicants who are not approved shall be offered the opportunity to discuss the decision with property management and may pursue the appeals process as outlined in this agreement.

Appeal Process

Prospective tenants or their Single-Fixed Person of Responsibility (SFPR) may request an appeal form from property management or supportive services staff, who may assist the applicant throughout the appeals process as needed. If the applicant has a disability and requires reasonable accommodations to participate in the appeal, supportive services staff shall assist the applicant in identifying and documenting the accommodation request and ensuring it is included with the appeal. Applicants who are denied housing or subsidy participation shall have the right to a hearing, and supportive services staff may attend the hearing at the applicant's request. All appeals and accommodation requests shall be documented and processed in a timely and consistent manner in accordance with program policies and applicable fair housing laws.

DRAFT

AGREEMENT FOR SUPPORTIVE SERVICES
BETWEEN
TRI-CITY MENTAL HEALTH AUTHORITY
AND
NCRC CLAREMONT LP
(ST. AMBROSE PLACE, 830 BONITA AVENUE, CLAREMONT, CALIFORNIA)

This Agreement for Supportive Services ("Agreement"), dated as of September 3, 2026 ("Agreement Date"), is entered into between NCRC Claremont LP, a California Limited Partnership ("Owner"), and the Tri-City Mental Health Authority, a California joint power authority organized under the laws of the State of California ("TCMHA"), who may be referred to in this Agreement each separately as a "Party" and collectively as the "Parties."

RECITALS

A. Owner, either directly or through an affiliated entity, will finance, develop, and construct a 59-unit affordable housing apartment community, with 29 one-bedroom units set aside as Permanent Supportive Housing ("PSH") for households experiencing homelessness (the "PSH Units"), to be commonly known as St. Ambrose Place (the "Project") and to be located at 155 North Mountain Avenue, Claremont, CA 91711(the "Property").

B. Development of the Project is being funded through affordable housing program subsidies from several government and private funders, which funding sources require Owner to provide certain case management and social services as set forth in the applications and regulatory agreements between Owner and the funding source(s).

C. TCMHA is a joint powers authority established by the Cities of Pomona, Claremont, and La Verne pursuant to the Joint Exercise of Powers Act, Chapter 5, Division 7, Title 1 of the California Government Code to provide community mental health services within those cities in accordance with the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2 of the California Welfare and Institutions Code.

D. TCMHA has agreed to loan Owner funds for Owner's development of the Project subject to the terms and conditions set forth in that certain Promissory Note between TCMHA as lender, and Owner as Borrower, dated September 3, 2026 (the "Deed of Trust") and a Regulatory Agreement between the Parties and recorded against the Property, which require Owner to enter into this Agreement with TCMHA, whereby TCMHA will provide, and Owner will accept, the supportive services described herein for the residents of the Project for a term of twenty (20) years after the Project has been completed.

E. Owner desires to have TCMHA provide said in-kind services to the Project to comply with the requirements under Intensive Case Management Services ("ICMS") programming funded through the Department of Health Services ("DHS").

NOW, THEREFORE IT IS UNDERSTOOD AND AGREED BY OWNER AND TCMHA, as follows:

AGREEMENT

1. Recitals. The recitals above are hereby incorporated into this agreement.

2. Term. The Term of this Agreement shall be twenty (20) years from the date the Project receives its first Certificate of Occupancy.

3. Supportive Services. TCMHA provides: Full-Service Partnership programs; Field-Capable Services for Older Adults program; an adult services outpatient clinic and a Wellness Center; direct clinical assessment; individual, group and family therapy; rehabilitation services/skills building; co-occurring disorders treatment services; case management; medication support; informal support groups; socialization activities; employment services; and benefit services and housing assistance. Project residents will be offered services on-site as well as off-site.

TCMHA will be the lead PSH provider for the Project, which services ("Services") will focus on the residents of the PSH Units (these are the "residents" referenced below) and will include ICMS with personal service planning, through which residents will be assisted to develop and actualize individualized service plans. Contacts may be one-to-one, in conjunction with significant others in the resident's life, or group learning situations. While the exact nature of the Services to be provided and the frequency with which Services will be provided will be determined by the individual needs of each resident, contact will occur at least once a week. Other aspects of the Services include:

- Facilitating social and recreational activities and coordination with all other services.
- Where necessary, end-of-life counseling, benefits counseling, and advocacy with a focus on helping program participants obtain all government benefits to which they are entitled.
- Mental health assessment and counseling with linkages to TCMHA mental health services.
- Facilitating access to physical health care services, by working with residents to ensure linkages with partner health services when appropriate.
- Substance abuse services, including counseling, relapse prevention and support groups. Case managers will facilitate access to substance abuse centers acceptable to the resident.
- Representative payee/money management assistance services as needed by any of the residents in the Project.
- Peer support and advocacy program(s) to enhance services and more effectively engage residents.
- Referrals to legal assistance services, as necessary.
- Medication management, including working with physical care providers to understand the scope of medication required and encouraging use of medication(s) as prescribed.
- Transportation to help individuals access needed resources, including staff-provided transportation, when available, and helping individuals develop skills to use public transportation.
- Employment services, including resume and job search workshops and linkages to off-site employment training services.
- Life skills training will involve one-to-one training in skills such as financial literacy, housing maintenance, nutrition, shopping, cooking and laundry to help residents be successful in their housing placements.

- Coordinating onsite social activities, community meetings, and recreational activities to build community integration among residents.

4. Staffing. On-site Services will be available during regular weekday business hours (generally 8:00 a.m. to 5:00 p.m.), with accommodations made for residents, as needed. TCMHA also maintains on-call crisis management staff for after-hours emergencies. Mental Health treatment caseloads are determined based on client acuity, individual needs, program fidelity expectations, and applicable California Department of Health Care Services ("DHCS") guidelines. Staffing ratios also account for other supportive services that residents may need and that may be provided by additional members of the TCMHA care team, including case management, peer support, substance use disorder treatment, and psychiatry. Staffing may be adjusted based on identified need(s) of the residents. TCMHA's minimum staff for providing the Services under this Agreement will be as follows:

- ICMS Clinical Therapist I (2.0 FTE): to provide behavioral health clinical intervention and recovery services to assigned households; develop treatment plans and perform individual and group counseling, routine and emergency assessment, crisis intervention, and related treatment services; facilitate regular/frequent case conferencing, to include Hope Through Housing Foundation ("HTHF"), the resident social services coordinator on the Project (for all Property residents), and National Community Renaissance of California ("NCRC"), Owner's property manager; and provide ongoing on-site resident coordination.

- ICMS Case Manager (1.5 FTE): to provide case management and supportive services; facilitate regular/frequent case conferencing, to include HTHF, the resident social services coordinator on the Project (for all Property residents), and NCRC, Owner's property manager; and provide ongoing on-site resident coordination.

- Clinical Supervisor (0.2 FTE): to provide ICMS oversite and compliance, including direct caseload supports and weekly check-ins with TCMHA personnel.

- Clinical Program Manager (0.1 FTE): to provide supportive housing services coordination across multiple external locations, overall program oversight and ensure alignment with goals and outcomes; and guide case managers, manage community partnerships and complete weekly check-ins with TCMHA personnel.

Tri-City follows all applicable privacy laws, client rights requirements, and regulations related to the protection of client personally identifiable information ("PII") and protected health information ("PHI"). Any case-conferencing requests would need to be conducted only with the client's full written consent and, as appropriate, the client's participation.

5. Operating Memoranda. The Parties may, from time-to-time, prepare operating memoranda not in conflict with the terms of this Agreement to further define the manner in which: the Services will be provided; TCMHA may use the facilities at the Property to deliver the Services, in line with Project rules and procedures; TCMHA will coordinate with NCRC, HTHF, and other service providers at the Project; and TCMHA will provide aggregated reporting to Owner, which will be through Owner's social services coordinator for the Project, HTHF.

6. Referral Services. For the PSH units, in coordination with NCRC and HTHF, Provider will participate in (a) the Coordinated Entry System ("CES") matching/rematching process to initially assist the Property in leasing up the PSH Units and to assist the Property in re-leasing the PSH Units as they become vacant and (b) move-in coordination for the PSH Units.

7. Service Collaboration. In the course of providing the Services, TCMHA may engage and collaborate with community partners to meet all of the needs of those residents placed in PSH Units; such partners may include the primary care community, the substance abuse treatment community, local schools/colleges/technical training programs, local businesses, as well as other locally operating social service providers. Department of Mental Health

and Department of Public Health may also provide additional medical and behavioral health services through linkage to neighborhood clinics and/or mobile services.

8. Control of Services. TCMHA reserves the sole right to control or direct the manner in which Services are to be performed. TCMHA shall retain the right to perform similar services for other entities. TCMHA shall perform Services in a timely and professional 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.

9. Compensation. TCMHA will provide the Services under this Agreement at no cost to Owner. The Parties agree that TCMHA's services are valued at $554,594 per year. TCMHA will neither seek compensation from Owner nor Project residents for its Services nor ask either to put forth any expenses for these Services.

10. Program Space. Owner will provide to TCMHA, at no cost to TCMHA, adequate space on the Property for TCMHA to provide the Services, including adequate administrative space for TCMHA's use. For those Services provided onsite, program service space must be located inside the Project improvements and provide sufficient square footage, accessibility, and privacy to accommodate such Services.

11. Start of Services. TCMHA's referral Services, as set forth in Section 6, will be available during the initial lease-up of the Project's PSH Units, which will start ninety (90) days prior to the date that the Certificate of Occupancy is expected to issue; Owner will keep TCMHA apprised of such start date for the referral Services and will provide thirty (30) days advanced notice of the same. The remaining Services (outside of the initial lease up) shall begin within ten (10) business days of the date the Certificate of Occupancy is issued.

12. LIMITATION OF LIABILITY. **EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY IS LIABLE TO THE OTHER PARTY (INCLUDING ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR THE OTHER PARTY'S LOST PROFITS OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT THE NON-CLAIMING PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF DAMAGES. HOWEVER, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT DO NOT APPLY TO, OR TAKE INTO ACCOUNT, DAMAGES: (A) RESULTING FROM THE GROSS NEGLIGENCE, BAD FAITH, OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS PERSONNEL; (B) STEMMING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS PERSONNEL; (C) ARISING FROM CLAIMS FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY UNDER THIS AGREEMENT; OR (D) COVERED BY INSURANCE POLICIES OF THE TYPE DESCRIBED IN SECTION 19, UP TO THE AMOUNT EQUAL TO THE APPLICABLE MINIMUM COVERAGE AMOUNTS SET FORTH IN SECTION 19**.

13. Regulatory Agreement; Property Maintenance and Operation by Owner. Owner shall comply with the terms of the Regulatory Agreement between TCMHA and Owner recorded against the Project, including the terms thereof relating to maintenance and operation.

14. Default; Remedies. In the event TCMHA fails to comply with any of the terms of provisions of this Agreement, Owner shall notify TCMHA in writing of such default and specify the actions that TCMHA must take in order to cure the default. TCMHA shall not be in default if TCMHA: (a) cures the default within thirty (30) days after delivery of the notice; or (b) if the cure reasonably requires more than thirty (30) days after delivery of the notice, commences to cure the default within the thirty (30) days and thereafter diligently prosecutes the cure to completion. Except for termination, Owner reserves all of its rights and remedies in law and equity for any uncured breach of this Agreement by TCMHA.

15. Records.

a. TCMHA Records. Notwithstanding anything to the contrary herein, all resident/client-level records, including, but not limited to, clinical records, case management files, service plans, assessments, progress notes, billing records, and any other documentation related to the provision of supportive services (collectively, "TCMHA Records"), shall be and remain the sole and exclusive property of TCMHA. Such records are confidential and shall be maintained in accordance with all applicable federal and state laws, including, but not limited to, HIPAA, the Health Information Technology for Economic and Clinical Health Act (HITECH), and applicable California confidentiality laws. Owner shall have no right of access to TCMHA Records except as expressly authorized by law and with appropriate resident/client consent.

b. Owner Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, specifications, Project/Property records, and financial records related to the development, construction, ownership, and operation of the Project/Property (collectively, "Owner Records") shall be and remain the property of Owner.

c. Shared/Program-Level Information. Program-level data, reports, or summaries that do not contain personally identifiable resident/client information may be shared between the Parties for purposes of program coordination, compliance, reporting, and evaluation, consistent with applicable confidentiality laws.

d. Access and Inspection. Each Party agrees to make its respective records (excluding TCMHA Records containing protected health information unless legally permissible) available to the other Party, and to any authorized governmental agency or auditor, upon reasonable request, for purposes of monitoring compliance with this Agreement and applicable funding or regulatory requirements.

e. Retention. Each Party shall retain its respective records in accordance with applicable federal, state, and local record retention requirements.

16. Independent Contractor. The express intention of the Parties is that each is and at all times shall remain an independent contractor and neither is an employee, agent, joint venturer or partner of the other Party. Neither Party nor its respective officers, employees, or agents shall have control over the conduct of the other Party or its respective officers, employees, or agents except as expressly set forth in this Agreement. Neither Party shall at any time or in any manner represent that it or any of its respective officers, employees, or agents are agents of the other Party.

17. Assignment. TCMHA shall not assign this Agreement nor any part thereof without the prior written consent of the Owner.

18. Mutual Indemnification. To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other Party and its officers, employees, agents, and representatives (each an "Indemnitee") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees (collectively "claims"), arising out of or relating to the acts, errors, or omissions of the Indemnifying Party, its employees, contractors, or agents in the performance of this Agreement. Nothing in this section shall be construed to require an Indemnifying Party to indemnify an Indemnitee for the sole negligence or willful misconduct of the Indemnitee. Each Party's indemnification obligation shall be limited to the extent of its proportionate fault. With respect to any and all such claims, the Indemnifying Party shall defend Indemnitees, at the Indemnifying Party's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. An Indemnifying Party shall reimburse any Indemnitee for any and all legal expenses and costs incurred by the Indemnitee in connection enforcing the indemnity herein provided. Each Party's obligation to indemnify the other Party shall survive termination or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by the Indemnifying Party. For purposes of this paragraph, when

the term "Party" is used in reference to Owner, it shall also include NCRC Claremont MGP LLC and National Community Renaissance of California.

19. Insurance.

a. In General. Each Party shall, at its own cost and expense, procure and maintain during the term of this Agreement insurance coverage against claims for injuries to persons or damages to property that may arise out of or in connection with the performance of its obligations under this Agreement.

b. Minimum Coverage. Each Party shall maintain the following insurance, unless otherwise agreed in writing:

i. Commercial General Liability Insurance, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage.

ii. Workers' Compensation Insurance as required by the State of California, and Employer's Liability Insurance with limits of not less than $1,000,000 per accident.

iii. Automobile Liability Insurance covering owned, non-owned, and hired vehicles, with limits of not less than $1,000,000 per accident, if vehicles are used in connection with performance of the Services.

iv. Professional Liability (Errors and Omissions) Insurance, including coverage for behavioral health services, with limits of not less than $1,000,000 per claim and $2,000,000 aggregate.

v. Abuse and Molestation Insurance, with limits of not less than $1,000,000 per incident and $2,000,000 aggregate.

c. Additional Insured. Each Party shall name the other Party, and its officers, employees, and agents, as additional insureds under its Commercial General Liability policy, but only with respect to liability arising out of the acts or omissions of the named insured in connection with this Agreement. For Owner, the additional insureds in this section shall also include: NCRC Claremont MGP LLC; National Community Renaissance of California; and Hope Through Housing Foundation.

d. Primary, Non-Contributory, and Waiver of Subrogation.

i. *TCMHA.* With respect to any third-party claims arising from or relating to any act or omission on the part of TCMHA and its officers, employees, agents, and representatives regarding the Services and/or any third-party claims for which TCMHA has indemnity obligations under Section 18, TCMHA's insurance shall be primary with respect to Owner, any insurance maintained by Owner shall be excess and non-contributory, and TCMHA hereby waives all rights of subrogation and contribution against Owner with respect to the same.

ii. *Owner.* With respect to third-party claims, losses, and liabilities arising from or relating to the Property, aside from those included in Section 19(d)(i), Owner's insurance shall be primary with respect to TCMHA, any insurance maintained by TCMHA shall be excess and non-contributory, and Owner hereby waives all rights of subrogation and contribution against TCMHA with respect to the same.

iii. *The Parties.* Owner and TCMHA shall not assert against the other, and do hereby waive with respect to each other, any claims for any losses, damages, liability or expenses incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation, or management of the Project, to the extent that the same are covered by the insurance required under this Agreement.

iv. *Additional Insureds.* Each Party's insurance shall be primary with respect to the additional insureds, and any insurance maintained by the additional insureds shall be excess and non-contributory.

e. Proof of Insurance. Upon request, each Party shall provide certificates of insurance evidencing the coverage required herein.

f. Self-Insurance. TCMHA, as a public entity, may satisfy its obligations under this Section through a program of self-insurance or participation in a joint powers insurance authority, in lieu of commercial insurance, provided such coverage meets or exceeds the minimum limits set forth above.

g. No Limitation of Liability. Insurance requirements shall not be construed to limit a Party's liability under this Agreement.

20. Compliance with Law. Each Party shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those governing Medi-Cal, confidentiality of health information, and nondiscrimination, as applicable.

21. Entire Agreement; Severability; Time of Essence; Venue. This Agreement, together with all documents referenced and incorporated herein, contains the entire understanding between the Owner and TCMHA. Any prior agreements, premises, negotiations or representations not expressly set forth herein are of no force or effect. This Agreement may only be modified by a writing signed by both parties. If any term, condition or covenant of this Agreement is found invalid by a court of law, the remaining provisions of this Agreement shall be valid and binding. Time is of the essence in the performance of each and every term of this Agreement. Venue for any legal action between the Parties shall be in any court with competent jurisdiction located in the County of Los Angeles, California.

22. Attorneys' Fees. If litigation is required to enforce or interpret the provisions of this Agreement, the prevailing Party in such litigation shall be entitled to an award of reasonable attorneys' fees.

23. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of California.

24. Party Representatives.

a. TCMHA's representative for purposes of this Agreement shall be its Executive Director, who shall have the authority to give consents, approvals, and waivers of this Agreement on behalf of TCMHA, provided they are in writing.

b. Owner's representative for purposes of this Agreement shall be its Chief Financial Officer, who shall have the authority to give consents, approvals, and waivers of this Agreement on behalf of Owner, provided they are in writing.

25. Counterparts; Delivery by Email. This Agreement may be executed in counterparts, each of which and all of which together shall constitute one and the same agreement. Executed counterparts in PDF may be delivered by to TCMHA by email to oplacide@tricitymha.ca.gov, and to Owner by email to both klim@nationalcore.org and mruane@nationalcore.org.

26. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given in writing and shall be delivered by certified mail or by reputable overnight delivery service (such as Federal Express). Notices shall be deemed received on (a) one day after delivery to an overnight courier for next day service during regular business

hours; or (b) if sent by certified mail, then on the date of delivery or attempted delivery shown on the return receipt, to the following addresses:

If to TCMHA: Tri-City Mental Health Authority
1717 Indian Hill Blvd, Suite B
Claremont, CA 91771
Attn: Executive Director

If to Owner: NCRC Claremont LP
Attn: Chief Financial Officer
9692 Haven Ave, Suite 100
Rancho Cucamonga, CA 91710

Either Party may change its addresses or representatives for receiving notices upon notice to the other in compliance with this Section.

[*Agreement is continued on the following page*.]

Execution. The Parties to this Agreement hereby execute this Agreement through their respective authorized representatives as of the Agreement Date.

TCMHA

Tri-City Mental Health Authority, a California Joint Powers Authority

By _____
Ontson Placide, Executive Director

Dated: _____

OWNER

NCRC Claremont LP, a California limited partnership

By: **NCRC Claremont MGP LLC**, a California limited liability company, its General Partner

By: **National Community Renaissance of California,** a California nonprofit public benefit corporation, its Sole Member and Manager

By _____
Michael Ruane, President

Dated: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: CFO

Space above this line for Recorder's use.

COLLATERAL ASSIGNMENT OF LEASEHOLD DEED OF TRUST AND DEED OF TRUST NOTE
(TCMHA SPONSOR LOAN)

This COLLATERAL ASSIGNMENT OF LEASEHOLD DEED OF TRUST AND DEED OF TRUST NOTE ("**Assignment**") is made as of _____, 2026, by NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA, a California nonprofit public benefit corporation, having an address of 9692 Haven Avenue, Suite 100 Rancho Cucamonga, California 91730 ("**Assignor**"), to TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority, having an address at 1717 N. Indian Hill Blvd., Suite B, Claremont, CA 91711 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignee has made a loan in the amount of $2,160,000 to Assignor (the "**TCMHA Loan**"), pursuant to that certain Promissory Note of even date herewith, made by Assignor payable to Assignee (the "**TCMHA Note**"); and

WHEREAS, pursuant to the terms of the TCMHA Note, Assignor has loaned the proceeds of the TCMHA Loan to NCRC Claremont LP, a California limited partnership ("**Owner**") for the purposes described in the TCMHA Note, and such loan is evidenced by a Secured Promissory Note of even date herewith, made by the Owner payable to the Assignor (the "**Deed of Trust Note**"); and

WHEREAS, to secure repayment or recapture of the TCMHA Loan pursuant to the terms of the TCMHA Note, and the obligations under the Deed of Trust Note, the Assignor has received from the Owner a certain Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith (the "**Deed of Trust**") with respect to certain real estate located in Claremont, California, which is more specifically described on Exhibit A attached hereto.

WHEREAS, under the TCMHA Note and that certain Regulatory Agreement of even date herewith, executed by and between Assignor, Assignee and Owner (the "**Regulatory Agreement**"), Assignor and Owner have agreed to ensure that the Project comply with the affordable housing restrictions set forth in the Regulatory Agreement and TMCHA Note (collectively, the "**Obligations**"); and

NOW, THEREFORE, in consideration of the TMCHA Funds, and other valuable consideration, the receipt of which is hereby acknowledged, and as further security for the performance of the Obligations, the Assignor hereby grants, conveys, transfers, and assigns a security interest in and sets over to the Assignee all of the Assignor's rights and benefits under,

in, and to the Deed of Trust and assigns to the Assignee, without recourse, the Deed of Trust Note, together with any and all proceeds and avails of the foregoing instruments.

TO HAVE AND TO HOLD the same with all of the rights, privileges and appurtenances thereunto belonging unto the Assignee, its successors and assigns until such time as the Obligations have been satisfied in full for the purpose of further and collaterally securing same (but not, however, for the purposes of securing any other obligations to Assignee, whether now existing or hereafter arising).

The Assignor and the Assignee agree that the following terms and conditions shall govern this Assignment:

1. Grant of Security Interest; Delivery of Note. (a) Assignor hereby grants, conveys, transfers, and assigns a security interest in and sets over to the Assignee all of the Assignor's rights and benefits under, in, and to the Deed of Trust and assigns to the Assignee, without recourse, the Deed of Trust Note, together with any and all proceeds and avails of the foregoing instruments Assignor agrees to deliver the Deed of Trust Note to the Assignee upon execution of this Assignment and the Deed of Trust Note shall be held by the Assignee as collateral for Assignor's, and Owner's performance of the Obligations.

(b) Assignor hereby grants to the Assignee a continuing security interest in all of the Assignor's rights to receive such payments from the Owner due under the Deed of Trust Note and all proceeds of any of the foregoing.

2. Assignor's Rights until Default; Covenants of Assignor. Subject to the terms of this Assignment and the TMCHA Note, so long as no default shall exist under the Obligations, the Assignor shall have the right to exercise all of the Assignor's rights and benefits under, in and to the Deed of Trust Note and Deed of Trust. Assignor agrees, notwithstanding anything to the contrary stated herein or in the Deed of Trust or Deed of Trust Note, to not undertake any protective advances, loan of additional funds, or emergency disbursements of additional funds to Owner under the Deed of Trust Note without the prior written consent of Assignee, which consent Assignee may grant or withhold in its sole and absolute discretion.

3. Assignee's Rights in Event of Default.

3.1 Upon the occurrence and during the continuation of a default under the Obligations after expiration of all applicable notice and cure periods, and until such default shall have been cured, as hereinafter defined, the Assignee is hereby expressly and irrevocably authorized to assume any or all of the Assignor's rights with respect to the Deed of Trust and the Deed of Trust Note without further authorization, notice or demand and without the commencement of any action.

3.2 The Assignor hereby constitutes and appoints the Assignee irrevocably, and with full power of substitution and revocation, the true and lawful attorney, for and in the name, place and stead of the Assignor, to exercise any and all rights and remedies of the Assignor under the Deed of Trust. The Assignor hereby grants unto said attorney full power and authority to do and perform each and every act whatsoever requisite to be done with respect to the Deed of Trust, as fully to all intents and purposes, as the Assignor could do if personally present, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.

3.3 Acceptance of this Assignment by the Assignee shall not constitute a satisfaction of all or any part of the Obligations of the Assignor.

3.4 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all Obligations are satisfied in full. The Assignee shall not be liable to the Assignor or anyone claiming under or through the Assignor by reason of any act or omission by the Assignor hereunder.

3.5 A default shall be cured only when the Assignor shall have satisfied in full all Obligations.

4. Payments Under the Deed of Trust Note. Upon the occurrence of a default under Section 3.1 above, the Assignor will, upon request of the Assignee, and the Assignee may, in its sole discretion, at any time, notify the obligors under the Deed of Trust Note that the Deed of Trust Note and Deed of Trust have been assigned to the Assignee and may direct that no further payment thereon be made to the Assignor and the Assignee may proceed to collect any and all amounts that are then or thereafter become due under the Deed of Trust Note and may take such action, legal or equitable, for such purpose as the Assignee may deem necessary or advisable.

5. Termination. Upon satisfaction in full of the Obligations, this Assignment shall be void and of no effect and, in that event, upon the Assignor's request and at Assignor's expense, the Assignee agrees to execute and deliver to the Assignor instruments, in recordable form, evidencing the termination of this Assignment and to return the Deed of Trust Note to the Assignor.

6. Notice. Any notice, demand, request or other communication given in connection with this Assignment will be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight courier, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion, and to the following parties at the following addresses:

If to Assignee: Tri-City Mental Health Authority
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711
Attention: Executive Director

If to Assignor: National Community Renaissance of California
9692 Haven Avenue, Suite 100
Rancho Cucamonga, California 91730
Attention: President/CFO
Fax No.: (909) 483-2448

With a copy to:
Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, D.C. 20005
Attention: Mark Stokely

Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications may be sent by ordinary first-class mail.

7. Miscellaneous.

7.1 This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of California.

7.2 No amendment, cancellation, or discharge of this Assignment shall be valid unless the Assignee shall have consented thereto in writing.

7.3 The terms, covenants, and conditions contained herein shall inure to the benefit of and bind the Assignee and the Assignor and their respective successors and assigns.

7.4 Assignor certifies that Assignor has full power to make this Assignment and has not otherwise conveyed, sold, hypothecated, pledged, transferred, or assigned the Deed of Trust Note.

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

[signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal as of the date first written above.

ASSIGNOR:

NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA,
a California nonprofit public benefit corporation

By: _____

Michael Finn, Chief Financial Officer

[Acknowledgement on following page]

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

)

County of _____)

On_____, before me, _____

[insert date] *[here insert name and title of the officer]*

personally appeared_____

[here insert name(s) of signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity/ies, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature:_____ (seal)

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF PARCEL 1, ACCORDING TO PARCEL MAP NO. 20875, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED JUNE 4, 1990, IN BOOK 230, PAGE 92 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1;
THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 02°07'51" EAST, 170.92 FEET;
THENCE, LEAVING SAID WESTERLY LINE, THE FOLLOWING SEVEN (7) COURSES:
SOUTH 87°52'09" EAST, 59.00 FEET;
SOUTH 02°07'51" WEST, 2.71 FEET;
SOUTH 87°52'09" EAST, 98.96 FEET;
NORTH 02°07'51" EAST, 20.00 FEET;
SOUTH 87°52'09" EAST, 86.00 FEET;
SOUTH 02°07'51" WEST, 20.00 FEET;
SOUTH 87°52'09" EAST, 56.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF MOUNTAIN AVENUE (30.00 FEET HALF WIDTH) AS SHOWN ON SAID PARCEL MAP NO. 20875;
THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02°07'51" WEST 168.34 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 87°50'40" WEST 300.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AS GRANTED IN THE DECLARATION PROVIDING FOR RECIPROCAL EASEMENTS RECORDED ___, 2026 AS INSTRUMENT NO. 2026___, OFFICIAL RECORDS, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

APN: 8313-006-036 PORTION

AGENDA ITEM NO. 17

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, Executive Director

BY: Executive Office

SUBJECT: Consideration of Resolution No. 889 Approval of Independent Contractor Agreement with Implematix, Inc. for BHSA Implementation Support

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Summary

Tri-City Mental Health Authority seeks Governing Board approval of an Independent Contractor Agreement with Implematix, Inc. to provide implementation planning, project management, operational development, change management, and organizational readiness support for the Behavioral Health Services Act transformation and other assigned implementation efforts. The consulting support is needed because the Executive Leadership Team is carrying an unprecedented volume of concurrent work required to implement this large-scale transformation while maintaining the delivery of core Medi-Cal services and advancing other essential agency initiatives unrelated to BHSA. The engagement will augment internal capacity and support the timely development of tangible work products, implementation tools, and operational infrastructure.

Background

TCMHA has completed a substantial portion of the master planning associated with the California Department of Health Care Services Integrated Plan. The next phase requires the simultaneous execution of numerous interdependent implementation activities across programs, operations, workforce development, compliance, quality improvement, contracting, fiscal administration, data and performance reporting, stakeholder coordination, and organizational change management. These activities must proceed concurrently to meet transformation objectives and implementation requirements.

At the same time, the Executive Leadership Team must continue to ensure the uninterrupted delivery, oversight, and sustainability of TCMHA's core Medi-Cal behavioral health services, while also advancing other significant agency priorities and initiatives that are not directly related to the BHSA transformation. The scale, complexity, and overlapping timing of these responsibilities create a need for temporary, specialized implementation capacity to supplement, rather than replace, the leadership and subject-matter expertise of TCMHA staff.

The proposed engagement with Implematix, Inc. is intended to provide that additional capacity through implementation-focused consulting support. Services may include project workplans and schedules; policy and procedure support; workflow and process design; program startup and operational readiness; workforce and training infrastructure; quality improvement, compliance, and performance-management tools; and stakeholder coordination. Specific projects, priorities, deliverables, timelines, and performance expectations may be further defined through written task orders, project workplans, work authorizations, or amendments. Deliverables accepted and paid for under the Agreement become TCMHA property. The Agreement also includes confidentiality, records-retention, insurance, indemnification, audit, conflict-of-interest, Business Associate Agreement, and contractor-attestation requirements.

Fiscal Impact

The Agreement term is September 16, 2026 through June 30, 2027. Compensation is based on hourly rates of $275 for a Principal Consultant and $225 for a Senior Consultant, with travel time billed at the applicable hourly rate and documented travel expenses reimbursable. Total compensation shall not exceed $100,000. The Agreement prohibits payment above this amount without a Governing Board-approved amendment. Services will be invoiced monthly and paid only after satisfactory delivery or completion of authorized work. This is accounted for and budgeted through the professional services line item.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. XXXX approving the Independent Contractor Agreement with Implematix, Inc. for BHSA implementation support, in an amount not to exceed $100,000, for the term September 16, 2026 through June 30, 2027, and authorize the Executive Director to execute the Agreement and related documents consistent with the Governing Board’s approval.

Attachments

Attachment No17-A: Resolution No. 889 – DRAFT

Attachment No 17-B: Independent Contractor Agreement with Implematix, Inc.

RESOLUTION NO. 889

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT WITH IMPLEMATIX, INC. FOR BEHAVIORAL HEALTH SERVICES ACT IMPLEMENTATION SUPPORT

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") is implementing Behavioral Health Services Act initiatives and related program development, operational improvement, change-management, and organizational-readiness activities.

B. The Authority desires to engage Implematix, Inc. to provide implementation-focused consulting services, including project planning and management, operational documentation support, workflow and process design support, program-startup and workforce-readiness support, quality-improvement and compliance tools, and stakeholder coordination.

C. The proposed Agreement has a term of September 16, 2026 through June 30, 2027 and establishes hourly rates of $275 for a Principal Consultant and $225 for a Senior Consultant, with total compensation not to exceed $100,000.

2. Action

The Governing Board hereby approves the Independent Contractor Agreement between TCMHA and Implematix, Inc. for BHSA implementation support, in an amount not to exceed $100,000, for the term September 16, 2026 through June 30, 2027, and authorizes the Executive Director to execute the Agreement and related documents consistent with this approval.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on September 16, 2026, by the following vote:

[Continues on Page 2]

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

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

www.tricitymha.ca.gov

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

IMPLEMATIX, INC.

DATED

SEPTEMBER 16, 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
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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
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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Contract" or "Agreement") is made and entered into as of September 16, 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 (hereinafter "TCMHA" or "Authority") and IMPLEMATIX INC., incorporated under the laws of the State of California with its business address at 5025 Diamond Heights Blvd, San Francisco, CA 94131 (hereinafter "CONTRACTOR"). TCMHA and CONTRACTOR are sometimes individually referred to as a "Party" and collectively as "Parties."

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

3.1 Purpose - Consultant shall provide implementation planning, project management, operational development, change management, and organizational readiness services to support Tri-City Mental Health Authority ("TCMHA") in the execution of Behavioral Health Services Act (BHSA) initiatives, program development activities, operational improvements, strategic projects, and other implementation efforts as assigned by TCMHA. The parties acknowledge that TCMHA seeks implementation-focused consulting services designed to produce tangible work products, operational infrastructure, implementation tools, and actionable deliverables necessary to support successful execution of identified initiatives. Implematix acknowledges that this is partnership with TCMHA to do what is necessary within its scope of professional expertise to support the successful and timely implementation of BHSA and maintains a willingness to be flexible in activities that provide that support in cooperation with TCMHA.

3.2 Services to be Performed - Consultant shall furnish professional services which may include, but are not limited to, the following:

3.2.1 Project Planning and Implementation Management

a) Develop, maintain, and update implementation workplans, project schedules, timelines, milestones, accountability matrices, status reports, dashboards, and project management tools.

b) Establish mechanisms for monitoring implementation progress, tracking performance, identifying barriers, and supporting executive decision-making.
c) Facilitate implementation meetings, prepare meeting documentation, track action items, and monitor completion of assigned tasks.

3.2.2 Policy, Procedure, and Operational Documentation Support

a) Implematix will support TCMHA in the work necessary to draft, revise, organize, and operationalize policies, procedures, protocols, forms, templates, manuals, guides, and related documentation.
b) Support TCMHA to develop implementation-ready materials designed to support compliance with applicable local, state, federal, regulatory, contractual, accreditation, and organizational requirements.
c) Support TCMHA in the creation of standardized operational documentation to promote consistency, sustainability, and organizational effectiveness.

3.2.3 Workflow and Process Design Support

a) Implematix will support TCMHA in the process of designing and documenting workflows, business processes, referral pathways, intake procedures, care coordination processes, service delivery models, and operational structures.
b) Support TCMHA in the development of workflow maps, process diagrams, flowcharts, decision trees, level-of-care determination tools, and other implementation support tools.
c) Identify operational gaps and opportunities for improvement and develop recommendations and implementation strategies designed to increase efficiency and effectiveness.

3.2.4 Support for Program Startup and Operational Readiness

a) Implematix will support TCMHA in the development of program activation plans, startup strategies, implementation toolkits, readiness assessments, deployment frameworks, and operational launch materials.
b) Assist TCMHA in preparing new programs, services, initiatives, and operational changes for implementation.
c) Co-develop implementation infrastructure necessary to support successful program and service activation.

3.2.5 Workforce Development and Training Infrastructure Support

a) Assist with workforce planning activities, organizational design, onboarding frameworks, competency tools, supervision structures, training curricula, and implementation guides.
b) Support TCMHA in the development of implementation-ready materials necessary to support evidence-based practice (EBP) startup, fidelity preparation, workforce readiness, and service delivery requirements.
c) Support TCMHA in creating tools and resources supporting staff development, role clarification, operational expectations, and implementation success.

3.2.6 Quality Improvement, Compliance, and Performance Management

a) Support TCMHA in developing quality assurance tools, compliance monitoring instruments, audit preparation resources, performance dashboards, implementation metrics, and corrective action tools.

b) Assist with the creation of reporting mechanisms, outcome-monitoring systems, implementation scorecards, and continuous quality improvement processes.

c) Support TCMHA in developing tools and frameworks necessary to support organizational accountability, program monitoring, and performance management activities.

3.2.7 Stakeholder Coordination and Cross-Functional Implementation Support

a) Coordinate implementation activities across departments, programs, divisions, contractors, and stakeholders as directed by TCMHA.

b) Assist leadership in identifying, escalating, and resolving barriers that may impede implementation efforts.

c) Support planning, coordination, and implementation activities involving external agencies, governmental entities, regulatory bodies, contractors, and community stakeholders, including but not limited to the California Department of Health Care Services (DHCS), Los Angeles County Department of Mental Health (LACDMH), and other applicable partners.

3.3 Deliverables - Consultant shall produce written work products and implementation-related deliverables as requested by TCMHA, which may include project workplans, implementation plans, policy and procedure manuals, workflow maps, dashboards, operational toolkits, compliance tools, performance measures, training materials, readiness assessments, reports, templates, implementation trackers, and other documents necessary to support project execution. All deliverables prepared under this Agreement shall become the property of TCMHA upon payment and acceptance.

3.4 Implementation-Focused Engagement - Consultant acknowledges that TCMHA is seeking active implementation support rather than solely advisory or strategic consultation services. Consultant shall actively develop, draft, organize, facilitate, coordinate, and produce tangible work products and implementation tools necessary to support the execution of assigned projects and initiatives. Consultant's responsibilities shall include assisting TCMHA in operationalizing recommendations and moving projects from planning through implementation, as directed by TCMHA.

3.5 Task Orders and Scope Refinement - Specific projects, priorities, deliverables, timelines, performance expectations, and implementation activities may be further defined through written task orders, project workplans, work authorizations, or amendments approved by TCMHA. The parties acknowledge that the scope of services may be modified, expanded, reprioritized, or refined by mutual written agreement to address changing organizational needs, regulatory requirements, funding opportunities, BHSA implementation activities, program development initiatives, and other operational priorities.

3.6 Consultant Capacity - Consultant shall provide sufficient staffing, subject matter expertise, project management resources, and organizational capacity necessary to perform the services described herein and to meet schedules, deliverables, and

implementation milestones established by TCMHA.

4. PERFORMANCE OF SERVICES

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

5. SUBCONTRACTORS

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

6. TIME AND LOCATION OF WORK

CONTRACTOR shall perform the services required by this Agreement at any place or location and at any time as CONTRACTOR deems necessary and appropriate, so long as the services are provided within the manner and time frame pursuant to this Agreement.

7. TERM

The Term of this Agreement shall be from September 16, 2026 to June 30, 2027, unless earlier terminated in accordance with the provisions of Section 8 below; or renewed subject to an amendment to this Agreement.

8. TERMINATION. This Agreement may be terminated only as follows:

8.1 Written Election. TCMHA may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. CONTRACTOR agrees to cooperate fully in any such transition, including the transfer of records and/or work performed.

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 an hourly rate of $275 per hour for Principal Consultant and $225 per hour for Senior Consultant, which includes all consultation overhead except for travel related expenses. CONTRACTOR will be reimbursed for travel time at an hourly rate of $275 per hour for Principal Consultant and $225 per hour for Senior Consultant, and for travel related expenses for onsite consultation such as transportation, lodging and meals. CONTRACTOR shall submit receipts for each of these expenses on the monthly invoice. The total compensation for this agreement will not exceed $100,000.

9.2 CONTRACTOR acknowledges and agrees that it will not be compensated for any work in excess of this amount unless an amendment to the Agreement authorizing payment for such work has been first approved by the Authority's Governing Board

9.3 CONTRACTOR shall submit a monthly invoice describing the services provided during the previous month, with a brief description of tasks performed for each day they were provided. TCMHA shall pay CONTRACTOR within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates.

9.4 TCMHA is not responsible for paying for any work performed by CONTRACTOR or any subcontractor, which was not authorized in writing by TCMHA.

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

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

10. LICENSES

CONTRACTOR declares that CONTRACTOR has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business.

11. PROPRIETARY INFORMATION

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

12. AUDITS

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

13. CONFLICT OF INTEREST

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

14. GENERAL TERMS AND CONDITIONS.

14.1 Indemnity.

14.1.1 CONTRACTOR shall, at its sole cost and expense, indemnify, defend and hold harmless TCMHA, its elective and appointive officers, officials, agents, employees, volunteers, and contractors who serve as TCMHA officers, officials or staff (collectively "TCMHA Indemnitees" in this Subsection (a) of Section 14), from any and all demands, claims, costs or liability of personal injury, bodily injury (including death) and property damage of any nature (collectively "Claims"), in law or in equity, whether actual, alleged or threatened, caused by or arising out of, in whole or in part, the acts or omissions of CONTRACTOR, its officers, trustees, directors, agents, employees, contractors, subcontractors, or their officers, trustees, directors, agents or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof), (collectively "CONTRACTOR Indemnitors" in this Subsection (a) of Section 15), including the CONTRACTOR Indemnitors' active or passive negligence, recklessness or willful misconduct in the performance of this Agreement, except as for Claims arising from the sole negligence or willful misconduct of TCMHA Indemnitees. All duties of CONTRACTOR under this Section shall survive this Agreement.

14.1.2 With regard to CONTRACTOR's work product and Services, CONTRACTOR and TCMHA each agree to indemnify, defend and hold harmless the other from any and all demands, claims or liability of any nature to the extent caused by its own negligent performance under this Agreement, to the fullest extent permitted by law against all damages, liabilities, and costs, including reasonable attorneys' fees and other legal expenses arising directly or indirectly from any act or failure of the indemnifying party in performance of this Agreement. All duties of the parties under this paragraph shall survive this Agreement.

14.2 Insurance. Insurance Requirements not Limiting. TCMHA does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by TCMHA, or the deposit with TCMHA, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against TCMHA. CONTRACTOR shall obtain and file with TCMHA, at CONTRACTOR's expense, certificates of insurance providing the following insurance before commencing any services under this Agreement as follows:

14.2.1 Workers Compensation Insurance: Minimum statutory limits.

14.2.2 Automobile Insurance: $1,000,000.00 per occurrence.

14.2.3 Errors And Omissions Insurance: $2,000,000 per occurrence and $2,000,000 annual aggregate.

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

14.2.5 Cyberliability Insurance. Within ninety (90) days of the Agreement Date, CONTRACTOR shall have obtained and thereafter maintain cyberliability insurance in the amount of not less than $3,000,000.00 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of TCMHA Data; (ii) data breach including theft, destruction, and/or unauthorized use of TCMHA Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of TCMHA Data.

14.2.6 Notice Of Cancellation: Except with regard to Errors and Omissions insurance and Cyberliability insurance, TCMHA requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the Agency, its agents or representatives."

14.2.7 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.

14.2.8 To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

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

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

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

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

14.6 Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. CONTRACTOR will be responsible for and maintain such records during the term of this Agreement. CONTRACTOR hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and CONTRACTOR agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both Parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 9 shall be deemed sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

14.7 Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to CONTRACTOR (Business Associate) in accordance with all applicable legal requirements to allow CONTRACTOR to perform consulting services on TCMHA's behalf. CONTRACTOR is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, CONTRACTOR will sign a *Business Associate Agreement*, attached and incorporated hereto as 'Exhibit B', accepting liability for any breach of ePHI or PHI.

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

14.9 Non-Use of Names. Except as required by applicable law, neither Party shall use the name of the other Party, of the other Party's officials, employees, volunteers, or independent contractors acting as that Party's official, in any publicity without the prior written permission of the Party whose name is to be used.

14.10 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Except that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in interpreting this Agreement. The Parties agree that venue of any action that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved exclusively in a superior court or federal court in the County of Los Angeles, California.

15. REPRESENTATIVE AND NOTICE

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

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

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

If to TCMHA:

Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788
Attn: Executive Director

If to CONTRACTOR:

Implematix Inc.,
5025 Diamond Heights Blvd.
San Francisco, CA 94131
Attn: Kevin Morgan

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: Statement of Qualifications

17.2 Exhibit B: Business Associate Agreement

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

18. EFFECTIVE DATE

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

19. ENTIRE AGREEMENT

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

20. SEVERABILITY

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

21. WAIVER

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

22. EXECUTION

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

By: _____
Ontson Placide, Executive Director

IMPLEMATIX INC.

By: _____
Kevin Morgan, Executive Director

Attest:

By: _____
Diana Acosta, Chief Financial Officer

Approved as to Form:
RICHARDS WATSON & GERSHON LAW

By: _____
Steven L. Flower, General Counsel

EXHIBIT A

IMPLEMANTIX STATEMENT OF QUALIFICATIONS

Attached

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is made as of this 16th day of September 2026 (the "**Effective Date**") by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity ("**Covered Entity**" or "**CE**") and IMPLEMATIX 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 Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) annual aggregate of Commercial General Liability insurance, and One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy or policies required herein prior to execution of this BAA (or as shortly thereafter as is practicable) and as of each annual renewal of such insurance policies during the period of such coverage. Further, in the event of any modification, termination, expiration, non-renewal or cancellation of any of such insurance policies, BA shall give written notice thereof to CE not more than ten (10) days following BA's receipt of such notification. If BA fails to procure, maintain or pay for the insurance required under this section, CE shall have the right, but not the obligation, to obtain such insurance. In such event, BA shall promptly reimburse CE for the cost thereof upon written request, and failure to repay the same upon demand by CE shall constitute a material breach of this BAA.

V. Term and Termination.

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

B. Termination.

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

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

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

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

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

IX. Amendment to Comply with Law. Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. BA and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. BA shall provide to CE satisfactory written assurance that BA will adequately safeguard all PHI. Upon the request of either Party, the other Party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into

negotiations to amend the Agreement or this BAA when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its reasonable discretion, deems sufficient to satisfy the standards and requirements of applicable laws, within thirty (30) days following receipt of a written request for such amendment from CE.

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

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

If to CE:	Tri-City Mental Health Authority 1717 N. Indian Hill Blvd., Suite B Claremont, CA 91711 Attn: Privacy Officer
If to BA:	Implematix Inc. 5025 Diamond Heights Blvd. San Francisco, CA 94131 Attn: Kevin Morgan
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	IMPLEMATIX INC.
Name of Covered Entity	**Name of Business Associate**
Authorized Signature	**Authorized Signature**
ONTSON PLACIDE **Print Name**	Kevin Morgan **Print Name**
EXECUTIVE DIRECTOR **Print Title**	Executive Director **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

IMPLEMATIX INC.

Contractor's Name Last First

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

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

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

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

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

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

	Implematix, Inc.	
Date	Contractor or Vendor's Name	Kevin Morgan, Executive Director
	Ontson Placide, Executive Director	
Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature

DISTRIBUTION:

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Finance

July 17, 2026

Sara Rodriquez, Acting BHSA Director
Tri-City Mental Health Authority
1717 N. Indian Hill Blvd #B
Claremont, CA 91711

Re: Statement of Qualifications for BHSA Implementation Support Services

Firm Name: Implematix, Inc.
Primary Contact: Kevin Morgan, MBA, PMP, CEO
Address: 5025 Diamond Heights Blvd.
San Francisco, CA 94131
Telephone: (415) 595-4614
Email: kevin@implematix.org

Dear Ms. Rodriquez,

Implematix is honored to be invited to submit this Statement of Qualifications in response to TCMHA's Request for Qualifications for BHSA Implementation Support Services.

Implematix serves the people who serve communities by helping them translate vision into operational reality. TCMHA has already done the hard strategic work — designing new Behavioral Health and Homelessness programs, defining functional structures, and building an implementation strategy under its BHSA Integrated Plan. What comes next is the work we love most: standing up the governance structures, workplans, policies and procedures, workflow maps, readiness tools, and quality improvement systems that turn a strong plan into a living, functioning organization.

We want to be direct about who we are: Implematix is not a behavioral health clinical or program design firm, we are specialists in public Human Services systems implementations, and we believe that we have a lot to offer to TCHMHA. Our ten years of experience are rooted in California Human Services — county and state agencies, Tribes, and community-based organizations — building the implementation infrastructure that complex public systems need to deliver on their promises. After working with many types of Human Services organizations at the state, county and community level, it is clear to us that this kind of infrastructure work transfers remarkably well across systems: the funding relationships, provider networks, workforce complexities, and accountability demands of public behavioral health closely mirror the terrain we already know. We bring

implementation rigor; TCMHA brings the clinical and programmatic expertise. That combination, done in genuine partnership, is where we believe the best work happens.

We believe that our unique value as a consulting firm is our approach to how we work with our clients. Primarily, we believe that the people who do the work should design the work—they will be using the systems created during implementation long after Implematix is gone. We do our best to make sure that the leaders and staff at our client organizations feel that they own the work and its outcomes. Second, and based on the first assumption, we work closely with staff to transfer working knowledge about the project methods, tools, and templates we use. This means that the work we do together becomes reusable for future implementations. Finally, we believe that the best ideas develop when there is a sense of emotional safety in an implementation team. We strive to create the kind of collaborative space where people feel that they belong and can bring forward their innovative ideas and thoughts in ways that ultimately support the communities being served. Our unique value is relating to the work through the people we work with.

Founded in 2016 by Dr. Khush Cooper, PhD (UCLA Luskin School of Public Affairs) and Kevin Morgan, MBA, Implematix is a California 501(c)(3) nonprofit built to bring project management, process improvement, Lean Six Sigma, Human-Centered Design, Results-Based Accountability, and data-informed decision-making into public service contexts.

We are genuinely excited by what TCMHA is building for Claremont, La Verne, and Pomona, and we would welcome the chance to be part of it — not as outside advisors, but as collaborating partners standing shoulder-to-shoulder with your team through go-live and beyond.

Questions regarding this submission may be directed to Kevin Morgan at kevin@implematix.org, 415-595-4614.

Sincerely,

Kevin M. Morgan
CEO, Implematix, Inc.

B. Firm Overview

- **Description of the Firm**

  Implematix, Inc. is a California 501(c)(3) nonprofit consulting organization dedicated to supporting state, county, joint powers authorities, Tribes, philanthropic organizations, providers, and community-based organizations in translating strategy into operational systems through applied project management, process improvement, and quality improvement methodology.

- **Years in Business**

  Implematix was created approximately ten years ago in 2016 by Dr. Khush Cooper, PhD and Kevin Morgan, MBA, to provide consulting to Human Services organizations. Since then, Implematix has been actively consulting across California.

- **Areas of Expertise**
  - Implementation planning and operational design for delivery system reform
  - Development of effective initiative governance and oversight
  - Project management (based on the Project Management Institute (PMI) standard methodology) systems including: workplans, timelines, issues escalation and resolution, monthly status reporting as well as other progress tracking and accountability tools
  - Policy, procedure, job aids, and operational manual development
  - Workflow mapping, process design, referral pathway development, and level-of-care tool design
  - Program activation and go-live support, readiness checklists, toolkits and scripts
  - Job design and organizational structure development, including clinical supervision structures
  - Workforce readiness evaluation, training curriculum development and delivery, champion programs, training evaluation tools
  - Evidence-Based Practice (EBP) implementation, fidelity monitoring, and assurance systems
  - Data governance, metrics design, and performance/compliance reporting (dashboards, scorecards, reporting cadences and review structures) across the agency and for new and improved local processes and programs

- Program evaluation measures and tools, Results-Based Accountability, annual outcomes reporting (similar to Behavioral Health Outcomes, Accountability, and Transparency Reports or BHOATR)
- Practitioners of Lean-Six Sigma, Human-Centered Design, Organizational Change Management, and Baldrige Performance Excellence frameworks
- Executive-level facilitation and cross-departmental stakeholder engagement; Meeting facilitation; Rapid Improvement Events (RIE) or Kaizen workshops
- Multi-partner communications and decision-making across county, state (e.g., DHCS), and regional behavioral health partners

- **Relevant Experience Supporting Behavioral Health Organizations**
  Implematix's foundational experience is in California Child Welfare — partnering with Tribes, counties, and the state on prevention programs, systems reform, metrics programs and process improvement — rather than direct behavioral health service delivery. We believe this experience transfers directly to TCMHA's implementation needs because the underlying systems architecture is closely shared: complex state-county funding and oversight relationships, CBO and provider network contracting, workforce credentialing, licensure and readiness complexity, evidence-based practice fidelity requirements, and mandated continuous quality improvement and outcomes reporting. These are the operational realities we have spent ten years building infrastructure around — not the clinical service model itself, but the systems that make any complex public service model function reliably at scale.

  Implematix deliberately separates clinical and service practice expertise from implementation science and systems architecture in every engagement. We do not bring — and do not claim — deep behavioral health clinical or program design expertise; TCMHA already has that expertise. What we bring is the implementation framework, process design discipline, and measurement and reporting infrastructure to translate your completed plans into functioning, sustainable operations — combined with an outside perspective, unencumbered by legacy behavioral health workflow assumptions, which can help surface friction points your team may be too close to see. We would build this engagement in close partnership with your clinical and program leadership, contributing implementation rigor to their subject-matter expertise, not substituting for it.

C. Relevant Experience

The following engagements, completed within the last five years, demonstrate the implementation methodology and tangible-deliverable track record most relevant to TCMHA's BHSA implementation needs.

1. **San Bernardino County Children and Family Services (CFS) Project Management Office (PMO) Standup**

   Accomplishment

   Implematix worked with CFS executive leadership to translate the need for systems improvement into an operating PMO including defining job titles, position descriptions, governance institutions, and progress reporting structures where none previously existed. This was followed by providing training and coaching an initial cohort of project leaders in structured project management methods and implementation of their projects. The office has since grown to twelve staff under a Deputy Director.

   Outcomes

   The PMO sustains a 90%+ project success rate across five strategic initiatives and approximately 20 concurrent projects, with measurable results including a 15% reduction in unwarranted unit investigations and a reduction in annual workforce turnover from nearly 60% to 20%.

   Relevance to TCMHA

   Direct precedent for building implementation infrastructure, organizational design, position structures, hiring strategies and accountability tools from the ground up inside a public human services agency under active regulatory and political pressure. Demonstrates the effective training and knowledge transfer of methods, tools, and templates to Human Services practitioners and their leadership for sustainable approaches for quality improvement efforts.

2. **Riverside County Children's Services Division (CSD) Continuous Quality Improvement Program**

   Accomplishment

   A four-part build: (1) manager training and a governance board using NIST/Baldrige Performance Excellence criteria; (2) a co-developed metrics/dashboard program

("Line of Sight") deployed across roughly half of operating departments; (3) Human-Centered Design and Lean-Six-Sigma training and ongoing project coaching for supervisors; and (4) strategic planning and leadership facilitation with the seven-member Deputy Director executive team.

Outcomes

CSD established formalized, sustained performance management infrastructure and has presented its program at statewide and national conferences.

Relevance to TCMHA

A close operational parallel building dashboards, developing governance structures, and implementing manager-level process tools across a multi-department public behavioral health-adjacent organization, exactly the kind of infrastructure TCMHA needs for BHSA rollout.

3. California Department of Social Services (CDSS) Family First Prevention Services (FFPS) Statewide Technical Assistance and Local County Support

Accomplishment

Implematix designed the statewide program framework, plan structure, and training curriculum enabling California's 58 counties to implement locally tailored Comprehensive Prevention Plans (CPP) under federal and state funding, while building CDSS staff capacity for ongoing county implementation support. Additionally, Implematix has supported four individual counties in California with implementation of their Comprehensive Prevention Plans, requiring development of targeted new upstream prevention programs, development of inter-agency partnerships, and measurable outcomes reporting.

Outcomes

The majority of counties submitted required plans on time. Implematix also built and implemented a California statewide online community of practice that currently has 1,000+ members. The four counties that Implematix supported in the realization of their CPP have successfully implemented their prevention visions.

Relevance to TCMHA

Demonstrates experience coordinating implementation across multiple government levels (state and county) and building durable operational infrastructure and toolkits

that outlast the initial engagement; this is directly applicable to TCMHA's need for readiness tools, toolkits, and reporting mechanisms that will function after go-live.

Proposition 1 requires a paradigm shift toward upstream prevention, cross-agency data sharing, and holistic, housing-supportive interventions. This closely mirrors the service delivery reform requirements and substantial development efforts of new prevention programs that Implematix led with counties. The new prevention programs under FFPS required new kinds of community outreach, new kinds of partnerships, understanding disproportionality and the need for cultural sensitivity, dissolution of departmental and inter-county agency silos, design of new policies, procedures and workflows, as well as a new approach to correlating actions to measurable equitable outcomes across demographic groups including children in foster care.

D. Proposed Project Team

Kevin Morgan, MBA, PMP, Principal Consultant / Engagement Lead

Kevin would serve as engagement lead and primary point of contact, bringing 35 years of success in organizational transformation, project management, training, leadership coaching, and process improvement across child welfare, healthcare, banking, and technology. Kevin interprets and modifies best practices used extensively in for-profit institutions to the complex and unique demands of public sector Human Services organizations and the communities they serve.

Stephanie Inyama, MBA, PMP, Senior Consultant

Stephanie brings more than 25 years of experience across project management, public-sector implementation, organizational coordination, technical assistance, and community engagement to TCMHSA and would lead much of the work. She has managed complex, multi-partner initiatives involving government agencies, jurisdictions, contractors, technical-assistance providers, and community-based organizations. Stephanie has worked with the Los Angeles Homeless Services Authority (LAHSA), a Joint Powers Authority, as a Homeless Count Manager and coordinated outreach and engagement.

Sarah Braselton, Analyst

Sarah supports administration, scheduling, and project management coordination across Implematix engagements. In addition, she assists clients with analytical, tracking and documentation needs.

Dr. Khush Cooper, PhD, Advising Consultant

Khush is the co-founder of Implematix and is on the faculty at the UCLA Luskin School of Public Affairs. She would be available to the project on a limited basis for specialized and technical consultation on organizational development, program implementation, metrics, and leadership development.

E. References

1. **San Bernardino County Children and Family Services**
   Rosie Mayzum, Deputy Director
   rosie.mayzum@hss.sbcounty.gov

2. **Riverside County Children's Services Division Continuous Quality Improvement Program** (serving the Children's Services Division)
   Michele Kapp, Branch Manager
   mkapp@rivco.org
   Note: Ms. Kapp is out of the office until August 3, 2026. If you would like a reference more immediately, please contact Kevin Morgan and he can provide contact information for Bridgette Hernandez, Assistant Director of the Children's Services Division for Riverside County

3. **California Department of Social Services (CDSS), Office of Child Abuse Prevention**
   Hillary Konrad, Branch Manager
   hillary.konrad@dss.ca.gov

F. Fee Information

Hourly Rates by Position

Principal Consultant, Advising Consultant	$275 per hour
Senior Consultant	$250 per hour
Analyst	$125 per hour

Note: Kevin Morgan (San Francisco) and Stephanie Inyama (Los Angeles) would be be the primary consultants working with TCMHA

Engagement Structure

Time billed hourly for time & materials. Monthly invoice, net 30 Days payment requested.

Staffing & Travel Costs

The most appropriate Consultant or Consultants and Analyst will be assigned to specific events and tasks with cost efficiency in mind. Most meetings will be virtual, with some onsite Consultant time in Claremont, La Verne, or Pomona as requested. Air travel from San Francisco to Ontario for Kevin Morgan may be billed separately.

AGENDA ITEM NO. 18

Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson Placide, LMFT, Executive Director

BY: Kitha Torregano, Human Resources Director

SUBJECT: Approval of Approval of Resolution No. 890 Final Amendment to CalPERS Retirement Contract to Incorporate PEPRA Language Effective September 17, 2026

Summary:

This agenda report requests that the Governing Board take final action to approve an amendment to Tri-City Mental Health Authority's contract with the California Public Employees' Retirement System (CalPERS). The amendment incorporates Public Employees' Pension Reform Act (PEPRA) provisions into the written retirement contract, including the 2% at age 62 formula for new local miscellaneous members. This is the second and final Governing Board action in the CalPERS contract amendment process.

Background:

At the December 17, 2025 meeting, the Governing Board adopted a Resolution of Intention to amend the Authority's CalPERS contract to incorporate PEPRA language. That action initiated the formal amendment process requested by CalPERS.

CalPERS has now provided the final contract amendment and the required documents for final Governing Board action. The amendment replaces paragraphs 1 through 10 of the existing contract with paragraphs 1 through 13 (attached in Amendment to Contract). Among other provisions, the amendment states that the normal retirement age is 55 for classic local miscellaneous members and 62 for new local miscellaneous members; retains the 2% at age 55 formula for classic local miscellaneous members; and expressly incorporates the 2% at age 62 formula for new local miscellaneous members.

As stated in the December 17, 2025 Governing Board Agenda Report, this amendment is administrative and does not change current benefits or practices for employees, as we have abided by PEPRA since its implementation on January 1, 2013. The action simply updates the written contract to reflect PEPRA provisions already applicable to the Authority and does not change current benefit administration.

For final action, CalPERS requires the Governing Board to adopt the CalPERS-provided resolution authorizing the amendment, authorize the presiding officer to execute the amendment on behalf of the Authority, and complete the Certification of Final Action of Governing Body.

Fiscal Impact:

There is no fiscal impact associated with this administrative contract amendment. The Authority's retirement benefit formulas and current practices remain unchanged.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 890, approving and authorizing execution of the final CalPERS contract amendment incorporating PEPRA language effective September 17, 2026 and directing staff to complete the required certification and submission to CalPERS.

Attachments

Attachment No. 18-A:	Resolution No. 890 - DRAFT
Attachment No. 18-B:	CalPERS Amendment to Contract (2 sets)
Attachment No. 18-C:	CalPERS Resolution Authorizing Amendment to Contact Form CON-13
Attachment No. 18-D:	CalPERS Certification of Final Action of Governing Body Form CON-5

RESOLUTION NO. 890

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING AN AMENDMENT TO THE CALPERS CONTRACT EFFECTIVE SEPTEMBER 17, 2026

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 Board of Administration of the California Public Employees' Retirement System ("CalPERS") and the Governing Board of the Tri-City Mental Health Authority ("TCMHA" or "Authority") entered into a contract effective July 1, 2000, providing for the Authority's participation in the California Public Employees' Retirement System.

B. The Public Employees' Pension Reform Act of 2013 ("PEPRA") became effective January 1, 2013, and established retirement benefit requirements applicable to public employees who meet the statutory definition of a new member.

C. The Authority has administered its retirement benefits in accordance with PEPRA since its implementation, including the 2% at age 62 retirement formula applicable to new local miscellaneous members.

D. CalPERS requested that the Authority amend its retirement contract to formally incorporate the applicable PEPRA provisions into the written contract effective September 17, 2026.

E. On December 17, 2025, the Governing Board adopted a Resolution of Intention to amend the Authority's CalPERS contract to incorporate PEPRA language.

F. CalPERS has provided the final Amendment to Contract for approval by the Governing Board. The amendment retains the 2% at age 55 retirement formula for classic local miscellaneous members and incorporates the 2% at age 62 retirement formula for new local miscellaneous members.

G. The contract amendment is administrative and formally reflects retirement provisions already applicable to the Authority. The amendment does not change the retirement benefit formulas or practices currently administered by the Authority.

2. Action

The Governing Board approves the Amendment to Contract between the Board of Administration of the California Public Employees' Retirement System and the Tri-City Mental Health Authority effective September 17, 2026, attached hereto and incorporated herein by reference; authorizes the Governing Board Chair, as presiding officer, to execute the amendment on behalf of the Authority; and directs the Clerk/Secretary to certify the Governing Board's final action and transmit the executed documents to CalPERS.

[Continues on Page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on the 16th of September 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

STEVEN L. FLOWER, GENERAL COUNSEL

ATTEST:

ONTSON PLACIDE, EXECUTIVE DIRECTOR

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

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

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 18 day of December, 2025.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
TRI-CITY MENTAL HEALTH CENTER

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

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

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).

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   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).

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    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 18 day of December, 2025.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
TRI-CITY MENTAL HEALTH CENTER

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

TRI-CITY MENTAL HEALTH AUTHORITY
RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT

No. _____

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Commissioners of the Tri-City Mental Health Authority entered into a contract effective on July 1, 2000. providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this _____ day of _____, _____.

_____
Presiding Officer

Attest:

_____
Clerk/Secretary

California Public Employees' Retirement System
Financial Office | Pension Contracts & Prefunding Programs Division
P.O. Box 942715, Sacramento, CA 94229-2715

www.calpers.ca.gov
888 CalPERS (or **888**-225-7377)
TTY: (877) 249-744

CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY

I hereby certify that the _____ of the
(governing body)

_____
(public agency)

considered and adopted on _____, _____, by an affirmative vote of a
(date)

majority of the members of said Governing Body, **Ordinance** / **Resolution** No. _____ approving the attached contractual agreement between the Governing Body of said Agency and the Board of Administration of the California Public Employees' Retirement System, a certified copy of said **Ordinance** / **Resolution** in the form furnished by said Board of Administration being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

_____
Clerk/Secretary

_____
Title

Date _____