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ATTACHMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN

TRI-CITY MENTAL HEALTH AUTHORITY

AND

CITY OF CLAREMONT

DATED

_____, 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
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1900 Royalty Drive, Suite 180
Pomona, CA 91767

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MHSA Administrative Office

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Phone (909) 623-6131
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Wellness Center

1403 North Garey Avenue
Pomona, CA 91767
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MEMORANDUM OF UNDERSTANDING

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

1. PARTIES AND AGREEMENT DATE

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into as of _____, 2026 (“MOU Date”) by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA”) and the CITY OF CLAREMONT, a municipal government, with its principal place of business at 207 Harvard Avenue, Claremont, CA 91711 (hereinafter “City”). TCMHA and City are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. PURPOSE OF MOU

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

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

3. TERM OF MOU

The term of this MOU shall commence April 1, 2026, and shall be in full force and effect through June 30, 2027, or until it is amended or terminated. This MOU may be terminated, in whole or in part, by either Party at any time, without cause, upon thirty (30) calendar days prior written notice to the other Party. This MOU may be amended only by the mutual written agreement of both Parties. The Parties agree to cooperate fully in the event of any amendment or termination of this MOU.

4. GUIDING PRINCIPALS

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

4.2 Clear Communication: Ensure all City law enforcement (“Police Department” or “CPD”), the office of the City Manager, City’s Recreation and Human Services Department, and TCMHA (collectively, “Partners”) are informed of the appropriate contact points and response roles.

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

5. ROLES AND RESPONSIBILITIES

5.1 Responsibilities of TCMHA

5.1.1 Primary Mobile Crisis Provider

5.1.1.1 Serve as the primary mobile behavioral health crisis response involving individuals experiencing behavioral health crises, including TCMHA clients and community members.

5.1.1.2 TCMHA will respond to calls initiated by the Claremont Police Department and the City's Recreation and Human Services Department, ensuring coordinated support and timely intervention across City operations.

5.1.2 Crisis Screening and Triage

5.1.2.1 TCMHA will utilize the California Department of Health Care Services (DHCS) Mobile Crisis – MTAC screening tool, or successor tool, to evaluate acuity, safety risk, and appropriate level of response.

5.1.2.2 TCMHA will determine whether response will be telephonic or in-person, based on clinical judgment, staffing availability, and safety considerations.

5.1.3 Clinical Assessment and Determination

5.1.3.1 The MCC Team will conduct behavioral health assessments within scope of practice when responding telephonically or in the field.

5.1.3.2 The MCC Team will make the clinical determination of appropriate intervention, which may include:

5.1.3.2.1 involuntary detention for evaluation pursuant to Welfare and Institutions Code Sections 5150 (adults) or 5585 (youth) when criteria are met; and/or

5.1.3.2.2 referral to voluntary or community-based services;

5.1.3.2.3 crisis stabilization interventions, safety planning, or

5.1.3.2.4 linkage to urgent care; or other clinically appropriate stabilization processes.

5.1.4 In-Person Mobile Crisis Response

5.1.4.1 MCC Team will respond in the field when clinically indicated and when CPD confirms the scene is stable and safe for clinician engagement.

5.1.4.2 MCC Team will follow established field safety protocols, including staged arrival, situational awareness, withdrawal criteria, and coordination with CPD.

5.1.5 Communication and Coordination with CPD and/or City

5.1.5.1 The MCC Team will participate in structured information exchange with CPD prior to and during response.

5.1.5.2 The MCC Team will communicate triage outcomes, clinical determinations, and recommended dispositions necessary for coordination and safety.

5.1.6 Jurisdictional Coordination and Continuity of Care

5.1.6.1 TCMHA will coordinate with Los Angeles County Department of Mental Health (LACDMH) to align response protocols and prevent duplication of services.

5.1.6.2 The MCC Team will provide crisis screening and stabilization regardless of client residence when clinically appropriate.

5.1.6.3 The MCC Team will coordinate with LACDMH to ensure referrals, service linkage, and follow-up for individuals who:

5.1.6.3.1 Reside outside the Tri-City Mental Health Authority jurisdiction;

5.1.6.3.2 Are not eligible for Tri-City services; or

5.1.6.3.3 Request or require services outside of the Tri-City jurisdiction. The MCC Team will facilitate warm handoffs when feasible.

5.1.7 Unavailability and Back-Up Notification

5.1.7.1 Tri-City Mental Health Authority shall serve as the primary mobile behavioral health crisis responder within its service area when resources are available. LACDMH, as the County Mental Health Plan, retains overall statutory responsibility for crisis response services within Los Angeles County and shall serve as the secondary or backup responder when Tri-City is unable to

respond. Nothing herein transfers County Mental Health Plan responsibilities to Tri-City.

5.1.7.2 The MCC Team will notify CPD/City promptly when TCMHA is unable to respond due to staffing limitations or concurrent crisis activity.

5.1.7.3 The MCC Team will support CPD's activation of LACDMH Psychiatric Mobile Response Team (PRMT) as the designated secondary/back-up crisis response provider.

5.1.8 Information Sharing and Documentation

5.1.8.1 TCMHA may share limited contact and behavioral health information to support immediate safety, care coordination, and disposition decisions. Information shall be shared only with the individual's informed consent, or without consent solely when permitted by law, including when necessary to prevent or lessen a serious and imminent threat to the health or safety of the individual or others, or to facilitate lawful emergency intervention. Any information disclosed shall be limited to the minimum necessary to support a direct, person-to-person transfer of care, clinical determination, or law-enforcement assistance with safety and transportation. All disclosures shall comply with applicable federal, state, and local confidentiality and privacy laws, including HIPAA and relevant California statutes, and shall be used exclusively for authorized crisis response and coordination purposes.

5.1.8.2 The MCC Team will document clinical activities consistent with TCMHA policies and applicable law.

5.2 Responsibilities of Claremont Police Department (CPD)

5.2.1 Public Safety and Initial Response

5.2.1.1 CPD will serve as the primary public safety responder to incidents involving potential behavioral health crises.

5.2.1.2 CPD will address immediate threats, criminal activity, or medical emergencies consistent with law and departmental policy.

5.2.2 Request for Mobile Crisis Support

5.2.2.1 CPD will utilize a best-practice communication process to request TCMHA Mobile Crisis Care support. Police Department or City

staff will directly call or utilize a centralized City dispatch to contact the TCMHA 24/7 crisis line. This includes sharing known safety, behavioral, and situational information necessary for triage and response planning.

5.2.3 Scene Stabilization Prior to Clinical Engagement

5.2.3.1 CPD will take reasonable steps to stabilize the scene prior to in-person clinical assessment, including:

5.2.3.1.1 Assessing and mitigating weapon risks;

5.2.3.1.2 Controlling active threats or unsafe environments;

5.2.3.1.3 Managing bystanders and reducing environmental hazards; and

5.2.3.1.4 Confirming when the scene is safe for clinician approach.

5.2.4 Coordination During On-Scene Response

5.2.4.1 CPD will maintain safety presence as appropriate while TCMHA conducts clinical engagement and assessment.

5.2.4.2 CPD will support a coordinated, non-duplicative approach to interaction with the person in crisis.

5.2.5 Transportation Assistance When Safety Is a Concern

5.2.5.1 When clinical determination results in hospitalization or involuntary evaluation and safety concerns are present, provide reasonable assistance consistent with law and departmental policy, including:

5.2.5.1.1 Assisting with transport to a designated hospital or facility when law enforcement transport is necessary for safety; and

5.2.5.1.2 Supporting transfer to EMS or other transport resources as appropriate.

5.2.6 Activation of Back-Up Mobile Crisis Services

5.2.6.1 CPD will contact LACDMH Psychiatric Mobile Response Team (PRMT) as the secondary mobile crisis provider when TCMHA is unavailable or unable to respond.

5.2.7 Information Sharing

5.2.7.1 CPD may share relevant, lawfully obtained information with the MCC Team as necessary to support safe and effective crisis assessment, response, and care coordination. Information shared shall be limited to observations, safety concerns, and other operational details reasonably necessary for the MCC Team to assess risk and determine appropriate intervention and shall be disclosed and used solely in accordance with applicable federal, state, and local privacy and confidentiality laws.

5.2.8 TCMHA will provide periodic training in crisis response techniques and MCC program or other resource updates to the Police Department and City staff to aid with identifying and referring individuals in mental health crisis.

5.2.9 MCC Team will assist as appropriate with crisis coverage on Wednesdays, evenings, weekends, when City's crisis team is unavailable, and during periods of high need or when staffing is limited.

5.2.10 MCC Team will coordinate referrals for treatment services directly from the City's crisis team to ensure timely support and continuity of care.

5.2.11 TMCHA will participate in ongoing collaborative meetings in accordance with a mutually agreed upon schedule between City, public safety officials, and service providers to ensure an integrated crisis response.

5.2.12 TCMHA will offer additional consultation and training sessions for City based teams to support effective service delivery.

5.2.13 The MCC Team will perform administrative and case related duties in a mutually agreed upon workspace to be provided by the City and location confirmed in writing by both Parties.

5.2.14 MCC Team will comply with all applicable City safety, security, and confidentiality requirements while on site at the workspace.

5.3 Responsibilities of the City

5.3.1 The City will provide access to a workspace appropriate for MCC Team to perform administrative and case-related duties.

5.3.2 The City will provide MCC Team with reasonable access to the workspace and parking consistent with the terms of this MOU.

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

- 5.3.4** The City will retain ownership and control of the workspace and may reassign it with reasonable advance notice to TCMHA.
- 5.3.5 Health Insurance Portability and Accountability Act.** The City and its officers, employees, agents, or police officers providing services pursuant to this MOU shall adhere to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 160 and 164, 42 CFR, Part 2, and Welfare Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality and privacy. The City shall require all its officers, employees, and agents providing services under this MOU to acknowledge understanding of, and agree to fully comply with, such confidentiality and privacy provisions.
- 5.3.6 Business Associate Agreement.** To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to the City (Business Associate) in accordance with all applicable legal requirements to allow law enforcement to perform community response services under this MOU. The City is required to appropriately safeguard the PHI disclosed to it. Accordingly, the City will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit A', accepting liability for any breach of ePHI or PHI.

5.4 Mutual Responsibilities of the Parties

- 5.4.1** Each Party will designate a representative for the purpose of day-to-day mutual coordination of timely and appropriate community response under this MOU.
- 5.4.2** The Parties will meet regularly upon a mutually agreed schedule to coordinate and review response data, identify system gaps, and enhance joint protocols.
- 5.4.3** Neither Party will discriminate against any person because race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity, or any other basis protected by law.

6. NO FINANCIAL AGREEMENT

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

7. NO AGENCY RELATIONSHIP BETWEEN THE PARTIES

7.1 Nothing in this MOU is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither party shall have the right or authority nor shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

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

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

8. NO THIRD-PARTY BENEFICIARIES

Except as expressly set forth herein, there are no intended third-party beneficiaries to this MOU, nor shall anything herein confer upon any person other than the Parties, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

9. INDEMNIFICATION

Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, employees, representatives, volunteers, and contractors who serve as officers, officials, or staff, from and against any and all liability, including but not limited to demands, claims, actions, suits, accidents, injuries, fees, costs, expenses, liability, and/or proceedings (including attorney and expert witness fees), arising from or connected with each Party's respective acts and/or omissions arising from and/or relating to this MOU. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other Party for that Party's own negligence or willful misconduct.

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

including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

Survival. All duties of the Parties under this Section 9 shall survive termination of this MOU.

10. GENERAL TERMS AND CONDITIONS

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

10.2 Representative and Notice

10.2.1 TCMHA's Representative. Tri-City Mental Health Authority hereby designates its Executive Director to act as its representative for the performance of this MOU and shall have the power to act on behalf of TCMHA for all purposes under this Agreement.

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

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

If to TCMHA:

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

If to the City:

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

11. ENTIRE AGREEMENT

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

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

12. EXECUTION

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

**TRI-CITY MENTAL HEALTH
AUTHORITY**

CITY OF CLAREMONT

By: _____
Ontson Placide, Executive Director

By: _____
Adam Pirrie, City Manager

Attest:

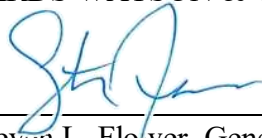
Attest:

By: _____
Micaela P. Olmos
JPA Administrator/Clerk

By: _____
Shelley Desautels
City Clerk

Approved as to Form
RICHARDS WATSON & GERSHON

Approved as to Form:
RUTAN & TUCKER, LLP

By:  _____
Steven L. Flower, General Counsel


By:  _____
Alisha Patterson, City Attorney

EXHIBIT A**BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this ___ day of _____, 2026 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and CITY OF CLAREMONT (“**Business Associate**” or “**BA**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

AGREEMENT**I. Definitions.**

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

B. **Business Associate** shall have the meaning given to such term under 42 U.S.C. § 17921 and 45 C.F.R. § 16.103.

C. **Consumer** is an individual who is requesting or receiving mental health services

and/or has received services in the past. Any consumer certified as eligible under the Medi-Cal program according to Title 22, Section 51001 is also known as a beneficiary.

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

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

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

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

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

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

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

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

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

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

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

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

II. Obligations of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Indemnification; Limitation of Liability. To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA or its agents, Subcontractors or employees in connection with the representations, duties and obligations of BA under this Agreement. To the extent permitted by law, CE shall indemnify, defend and hold harmless BA from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of CE or its agents, Subcontractors or employees in connection with the representations, duties and obligations of CE 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, including self-insurance or participation in an insurance pool, 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 may satisfy its insurance requirements through self-insurance or participation in an insurance pool providing equivalent coverage. BA shall provide CE with certificates of insurance or other written evidence of the insurance policy, policies, or self-insurance 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 either Party, the non-breaching Party shall provide the breaching Party with written notice of such breach and such breach shall be cured by the breaching Party within thirty (30) business days of such notice. If such breach is not cured within such time period, the non-breaching Party 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

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

If to BA:

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

With a copy to:

Rutan and Tucker
18575 Jamboree Rd., 9th Floor
Irvine, CA 92612
Attn: Alisha Patterson

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

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

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

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

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

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

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Authorized Signature

ONTSON PLACIDE

Print Name

EXECUTIVE DIRECTOR

Print Title

Date

CITY OF CLAREMONT

Name of Business Associate

Authorized Signature

ADAM PIRRIE

Print Name

CITY MANAGER

Print Title

Date