TRI·CITY
Mental Health

Administration Office
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

NO. 2026-0704

PUBLICATION DATE: July 16, 2026

SUBMITTAL DEADLINE: August 11, 2026 at 4:00 P.M. PDT

CONTACT: Alex Ramirez, Facilities Manager
Phone: (909) 973-3555
E-mail: aramirez@tricitymha.ca.gov

SUMMARY OF PROPOSAL PACKET

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal

SUBMITTALS

- Completed Proposal Packets must be either:
  - Scanned and e-mailed to dacosta@tricitymha.ca.gov, with "SEALED PROPOSAL FOR JANITORIAL SERVICES" in the subject line; or
  - Delivered in a sealed envelope labeled "SEALED PROPOSAL FOR JANITORIAL SERVICES" via mail or overnight to: Tri-City Mental Health Authority, 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711, Attn: Chief Financial Officer
- The full RFP may be downloaded from TCMHA's website at www.tricitymhs.org
- All proposals must be signed by a duly authorized representative of the agency and received by **August 11, 2026 by 4:00 p.m.** PDT.
- Unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated. A recommendation to award contract tentatively will be presented to the Governing Board at its September 16, 2026 meeting.
- TCMHA reserves the right to make no award of contract.

We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting proposals for Janitorial Services for seven (7) Tri-City Mental Health Authority locations listed herein, for three (3) years beginning October 1, 2026 and ending August 31, 2029, with an option to extend for two (2) additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2026-0704, and must be received by TCMHA as indicated in the **Proposal Requirements**.

II. AGENCY PROFILE

A. Tri-City Mental Health Authority ("TCMHA")

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board ("Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public agency serving the diverse communities of Pomona, Claremont, and La Verne at seven (7) locations by over 200 employees. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

B. The Three Cities: Pomona, Claremont, and La Verne

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the City's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed

Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational, and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport, and fine public and private schools.

III. SCOPE OF SERVICES

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. Janitorial services include nightly cleaning and keeping facilities sanitized and clear of debris to maintain a safe and clean environment for TCMHA employees, clients, and guests. The identified facilities requiring custodial services consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and exterior space. Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks. Janitorial services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767
5. 1902 Royalty Drive, Suites 120, 130, 140 & 160, Pomona, CA 91767
6. 431 W. Baseline Road, Claremont, CA 91711 – Administration Office
7. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office

All work is to be performed according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of TCMHA. The work shall include, but is not limited to the tasks listed in ***Attachment A*.**

IV. RFP AND PROPOSAL TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **July 16, 2026**
- Voluntary Pre-Proposal Meeting (Project Tour): **July 30, 2026, 10:00 AM PDT**
- Written Questions Deadline: **August 3, 2026**
- Response to Written Questions/RFP Addendum Posted: **August 6, 2026**
- **Proposals Deadline: August 11, 2026, 4:00 PM PDT**
- Interviews: Week of **August 17, 2026, time TBD**
- Anticipated Award of Contract: **September 16, 2026**
- Anticipated Commencement of work: **October 1, 2026**

B. Explanation of Timeline

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at www.tricitymhs.org. The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Voluntary Pre-Proposal Meeting/Site Visit (Project Tour). TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested janitorial services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on July 30, 2026 at 10:00 AM and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three hours for walk-through as we will be traveling to seven (7) locations and multiple suites. Transportation will not be provided by TCMHA and is the responsibility of the Proposer.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PDT August 3, 2026 (see **RFP Schedule)**. Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at www.tricitymhs.org by August 6, 2026. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. TCMHA reserves the right to post additional addenda until the RFP Proposal Deadline. Any written addendum issued during the Proposal Timeline shall become a part of the Request for Proposal Document and shall be signed and attached to the proposal and made a part of the proposal submitted. It is the Proposer's responsibility to indicate acknowledgment, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the RFP Proposal Deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which bid(s) to move forward.

7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held either on-site or via virtual format (Ring Central, Zoom).

8. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

V. PROPOSAL REQUIREMENTS

A. TCMHA Contact During Proposal Process

During the proposal process, TCMHA Contact Person shall be Alex Ramirez, Facilities Manager, e-mail: aramirez@tricitymha.ca.gov.

B. Time and Manner of Submission

A fully executed Proposal shall be scanned and emailed to TCMHA's Chief Financial Officer at dacosta@tricitymha.ca.gov no later than **4:00 p.m., PDT,** on **August 11, 2026**. Proposals may also be submitted in hard-copy form via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA's Administration Office no later than the Closing Time 4:00 p.m., Pacific Time, on August 11, 2026. Received proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered on **Mondays, Tuesdays or Thursdays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted. Proposals must be in a sealed envelope, and be marked and addressed as follows:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: Chief Financial Officer
"SEALED PROPOSAL FOR JANITORIAL SERVICES"

C. Proposal Format

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page (***Attachment B***)

2. Company Information, References and Subcontractors (***Attachment C)***

3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.

4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

5. Proposer's Company Work Process Information (***Attachment D***). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.

6. RFP Exceptions (***Attachment E***). Provide properly completed Exception(s) To Specifications/Sample Services Agreement (***Attachment G***). If Proposer has no exceptions, then Proposer must check the box, where indicated.

7. Proposer Price Proposal (***Attachment F***). The services shall include a performance and cost schedule for all services necessary to complete this project. The proposal should specify the major components and the cost of square footage and supplies or materials as indicated on the tables provided, based on the scope of services outlined in the proposal. The proposal should include a total proposed cost of the services, including attaching a fee and rate schedule describing all charges and hourly rates for services, if any.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the scope of services or expected number of hours with hourly rate. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

8. Copy of Contractor's, Business License and/or Certifications. A copy of the Proposer's business license will be required after the award of contract.

VI. AWARD AND AGREEMENT EXECUTION

A. Proposal Opening

There will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all Proposers.

B. Proposal Evaluation

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The Proposer should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA.

The proposals will be reviewed and evaluated based on the following criteria:

- Proposer's qualifications, description and experience
- Understanding and ability to perform the Scope of Work
- References and experience with similar projects
- Supplies availability and quality of cleaning supplies and paper products
- Cost proposal

C. Proposal Rejection

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the Proposers submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

If subcontracting is contemplated, this should be discussed in your proposal. No subcontracting will be allowed without the express prior written consent of the TCMHA.

E. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Proposal Deadline.

F. Agreement Period

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected Proposer), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

G. Award of a Contract

A contract may be awarded to the successful Proposer for the project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no proposal or agreement shall be considered binding upon TCMHA until the execution of the agreement by TCMHA and all conditions of the agreement and/or RFP have been met.

H. Agreement Extension and Price Adjustment Parameters

TCMHA has the option to extend the Agreement for two successive twelve (12)-month periods, under the same terms and conditions, with a Consumer Price Index (CPI) price adjustment, not to exceed five percent (5%)of the initial agreement cost for the previous twelve (12)-month period of janitorial services. The CPI used will be for All Urban Consumers for Los Angeles-Long Beach-Anaheim published by the Department of Labor. If the option for any 12-month period extension is not exercised, the agreement shall terminate at the end of the then-current term.

I. Execution of Agreement

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement (***Attachment G***) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for TCMHA's consideration.

None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with thirty (30) days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the successful Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

J. Indemnity and Insurance Requirements

The successful Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (***Attachment G***). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by the successful Proposer, their agents, representatives, employees or subcontractors. In addition, successful Proposer shall require and verify all subcontractors maintain insurance subject to all of the requirements stated therein. Note that special endorsements are required for the Workers' Compensation insurance that may result in additional premium charges.

VII. GENERAL PROVISIONS

A. Independent Contractor

In performance of the work, services, duties, and obligations assumed by the successful Proposer, it is mutually understood and agreed that the successful Proposer, including any and all of the successful Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

B. Public Records - Notice Related to Proprietary/Confidential Data

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the Public Records Act, and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. A Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded). Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from

public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

C. Conflict Of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, proposer represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of the 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.

D. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

E. Debarred/Suspended Contractors

The successful Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (***Attachment G***).

F. Governing Law and Regulations

The services will be performed in, construed by, and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this

request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations.

Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted.

The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

VIII. DEFINITIONS

A. Tri-City Mental Health Authority: TCMHA or its authorized representative.

B. Request for Proposal Documents: The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

C. Proposer: a person, corporation, partnership, or other entity who submits a proposal.

D. Proposal Packet: All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

E. Proposal Deadline: The time and date deadline for submission of Proposal.

F. Independent Contractor: Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

IX. ATTACHMENTS

Attachment A:	Scope of Services
Attachment B:	RFP Cover Page
Attachment C:	Proposer's Company Information, References and Subcontractors
Attachment D:	Proposer's Company Work Process Information
Attachment E:	RFP Exceptions
Attachment F:	Proposer Price Proposal
Attachment G:	Sample Agreement

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT A

SCOPE OF SERVICES

The successful Proposer ("Contractor") shall provide night janitor(s) at each identified facility after the facility's normal hours of operation. Tri-City Mental Health Authority (TCMHA) expects the facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services.

The Contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. These supplies and materials shall be of quality acceptable to TCMHA. Contractor shall not use any material that TCMHA determines unsuitable for the purpose or harmful to the surface to which applied or to another part of the buildings, its content or equipment.

A. SERVICE AREAS:

Location	Service Dates	Time	Square Footage
2001 N. Garey Avenue	Monday through Friday	Evenings	8,875
2008 N. Garey Avenue	Monday through Friday	Evenings	15,595
1403 N. Garey Avenue	Front Building Monday through Friday	Evenings	4,809
	Back Building Monday through Friday	Evenings	3,012
1900 Royalty Drive Suites: 160, 170, 180, 200, 205, 280, 290	Monday through Friday	Evenings	17,625
1902 Royalty Drive Suites: 120, 130, 140, 160	Monday through Friday	Evenings	9,751
431 W. Baseline Road	Monday through Friday	Evenings	9,317
1717 N. Indian Hill Boulevard	Monday through Friday	Evenings	4,000

B. SERVICE DAYS

1. For the purposes of this RFP, all bids shall be based on the normal operating schedule of Monday through Friday five (5) nights per week, typically after p.m.

2. With written approval, service days may change.

3. Extra service costs shall be reflected in pricing schedule.

C. PERSONNEL

1. Contractor's employees may not bring children, relatives, acquaintances, or visitors onto Tri-City property at any time while performing services.

2. At least one Contractor employee on site at each facility, at all times must be able to read, speak, and write in the English language.

3. All personnel must wear respective company uniform and/or ID Badge at all times.

4. Ensure all Contractor's employees shall observe all rules and regulations when conducting businesses on TCMHA premises.

5. Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on Tri-City property. Tri-City is a smoke free facility.

6. Contractor shall establish a primary and secondary contact person whom would be available for any custodial emergencies.

7. Upon award of the contract essential keys will be issued for all facilities listed, the contractor must sign for these keys.

8. If Contractor loses any keys, they will be charged for replacements and any additional charges incurred.

9. Building alarm codes will be issued, the Contractor shall be responsible for deactivating and arming any alarm systems.

10. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling

11. Maintain an inventory of all cleaning chemicals, Safety Data Sheets (SDS) shall be kept on site and available for review upon request.

D. CLEANING SERVICES

1. Lobbies

a. <u>Daily</u>

- Sweep off all entrance areas and mop as needed
- Remove fingerprints, smudges, and scuff marks from all entrance doorways, windows, and window sills
- Spot clean walls, doors, windows, light switches, and other horizontal surfaces to remove all marks, smudges, and fingerprints
- Pick up magazines and newspapers in the client reception areas and place back in the newspaper racks

- Pick up trash, cardboard boxes, and other debris and dispose into receptacles provided
- Organize waiting room chairs so they are lined up
- Make sure the check-in countertops are dusted and disinfected especially the ones in the front desks
- Make sure elevator floors are cleaned every day and free of any litters. Disinfect all elevator buttons and handrails

b. Weekly

- High dust vents, blinds, and window sills

c. As Requested

- Floors waxed and polished

2. Offices

a. Daily

- Vacuum or mop floors
- Remove trash and replace liner
- Dust desks, chairs, and other furniture
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds, and window sills

c. As Requested

- Spot Clean Stains: Removal of difficult stains

3. Hallways

a. Daily

- Vacuum or mop floors with a solution of water and disinfectant
- Remove trash, cardboard boxes, and other debris and dispose into receptacles provided
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds, and window sills
- Spot clean walls, doors, and other horizontal surfaces to remove all marks, smudges, and fingerprints

c. As Requested

- Spot Clean Stains: Removal of difficult stains

4. Conference Rooms

a. Daily

- Wipe down table and organize chairs
- Vacuum or mop floors with a solution of water and disinfectant
- Remove trash and replace liner
- Disinfect door handles and light switches
- Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints

b. Weekly

- High dust vents, blinds and window sills

c. As Requested

- Spot Clean Stains: Removal of difficult stains

5. Carpet Maintenance

a. Daily

- Spot clean minor stains
- Report large stains to Facilities Coordinator

b. As Requested

- Spot Clean Stains: Removal of difficult stains.
- Shampooing Offices/Conference Rooms and Hallways

6. Breakrooms

a. Daily

- Wipe down table(s), sink, faucet and organize chairs
- Restock paper towels and refill soap dispenser (dish and hand soap). Notify Facilities staff of any supply shortages
- Remove trash and replace liner
- Mop floors with a solution of water and disinfectant
- Wipe down microwaves inside and out
- Empty and rinse out coffee pots – please ensure the machine is off
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds, and window sills
- Spot clean walls, doors, and other horizontal surfaces to remove all marks, smudges, and fingerprints

c. As Requested

- Spot Clean Stains: Removal of difficult stains

7. Restrooms

a. Daily

- Restock paper towels, toilet paper, and refill soap dispenser
- Remove trash and replace liner
- Mop floors with a solution of water and disinfectant
- Clean sinks and toilets with Soft Scrub to keep white
- Remove any graffiti as needed
- Wipe down faucets and mirrors. Dust walls as needed
- Wipe and polish all chrome fixtures in bathrooms
- Disinfect door handles and light switches

b. Weekly

- Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
- High dust air vents

c. As Requested

- Spot Clean Stains: Removal of difficult stains

8. Exterior / Stairways / Breezeway

a. Daily

- Clean around entrance area and around building, clean area near dumpsters, and make sure dumpsters are secure when done
- Pick up trash, cardboard boxes, and other debris and dispose into receptacle provided
- Wipe fingerprints and smudges off glass surfaces including doors
- Remove any graffiti as needed
- Disinfect door handles

b. Weekly

- High dust light fixtures and signage

c. As Requested

- Power washing of floors

9. Before Leaving

a. Daily

- Remove all collected trash and place in dumpsters and lock dumpsters
- Clean and arrange all equipment in janitor closet
- Ensure that all offices are locked
- Ensure that all exterior doors are closed and locked
- Turn off lights of all rooms cleaned
- Indicate in email of any items that need attention or supplies that need to be ordered Please email Facilities for any items needed
- Alarm building

E. ADDITIONAL SERVICES

TCMHA reserves the right to add or delete services and facilities to the contract as may be required. Any other additional work shall be completed only after a written estimate has been submitted by the Contractor and has been approved by TCMHA.

F. SUPPLIES AND MATERIALS

1. Each Proposer shall submit, as part of their returned proposal, a list giving the name of the manufacturer, the brand name and intended use of the chemicals that they propose to use in the performance of the work. If requested, Contractor may need to provide samples of cleaning supplies and toiletries. (see Attachment F)

2. The Contractor shall furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed and one (1) shall be given to the Facilities Coordinator.

3. Each Proposer shall provide a complete breakdown of supplies for each building. Preferably, these products would be environmentally friendly.

4. The Contractor shall provide supplies for each facility including, but not limited to:

- Trash Liners
- Bathroom tissue, white 2-ply rolls and 2-ply jumbo roll bathroom tissue
- Toilet seat covers
- Roll paper towels 2-ply perforated
- Multi fold hand towels to fit appropriate dispensers
- Soap (dish and hand), in current dispensers provided
- Sanitary bags
- Urinal screens
- Odor control supplies
- Cleaning and disinfecting supplies

- Microfiber cloth towels

G. RIGHT TO KNOW ACT (ACT 80 OF 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:

> Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

H. STORAGE SPACE

1. TCMHA shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by TCMHA. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling.

2. Equipment owned by the Contractor shall be clearly identified and safely stored.

3. Current Safety Data Sheets must be available in all chemical storage areas.

I. EQUIPMENT

1. All necessary cleaning equipment for additional services, including power driven floor scrubbing machines, waxing polishing machines, shall be furnished by the successful contractor as needed.

2. Equipment owned by the Contractor shall be clearly identified and safely stored.

3. Exception – TCMHA shall provide commercial grade vacuum cleaners for each location.

J. KEYS AND ALARM CODES

1. Upon award of the contract essential keys will be issued for all facilities listed. The Contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The Contractor must return all issued keys at the termination of the contract. **Keys are NOT to be reproduced or replicated under any circumstances.**

2. Key Fobs will be issued to staff assigned to the 2008 N. Garey Ave location.

3. Contractor will receive alarm codes to arm each location. Training on arming the building shall be provided by the Facilities Manager/Coordinator.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

_____ _____

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

_____

_____

_____

Have you ever operated this business under a different name? Yes _____ No _____

If yes, please explain:

_____

_____

_____

_____

_____

_____

_____

_____

_____

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

List references of projects that your company is currently *working on or completed* in the last five (5) years of similar size and scope of work for this proposal:

1. Company Name: Contact Name: _____
   Contact e-mail: _____ Contact Phone: _____
   Scope of Work: _____
   Agreement Amount: Agreement Start/End Date: _____

2. Company Name: Contact Name: _____
   Contact e-mail: _____ Contact Phone: _____
   Scope of Work: _____
   Agreement Amount: Agreement Start/End Date: _____

3. Company Name: Contact Name: _____
   Contact e-mail: _____ Contact Phone: _____
   Scope of Work: _____
   Agreement Amount: _____ Agreement Start/End Date: _____

Subcontractors to be utilized, if applicable:

1. Company Name: Contact Name: _____
   Contact e-mail: Contact Phone: _____
   Specialty: Years in Business: _____
   Scope of Work: _____

2. Company Name: Contact Name: _____
   Contact e-mail: Contact Phone: _____
   Specialty: Years in Business: _____
   Scope of Work: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

_____

_____

_____

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

1) Describe your company' experience relevant to the Scope of Services requested by this RFP:

2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities. Provide a weekly staffing schedule which shows how you will cover all shifts and locations.

3) Indicate what the timeframes are for you to be able to mobilize upon contract award:

4) Explain how your staff is trained to disinfect areas and any other relevant trainings.

[Continued on Page 2]

5) Please provide the number of janitorial staff that are related:

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

8) List additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT E

EXCEPTION(S) TO SPECIFICATIONS AND/OR SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

☐ We **have no** exceptions to the Scope of Work/Requirements.

☐ We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by TCMHA no less than 10 business days prior to the closing date.

_____

_____

_____

_____

_____

_____

_____

_____

☐ We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.

☐ We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

_____

_____

_____

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by TCMHA. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to janitorial cleaning services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES LOCATION: 2001 N. Garey Avenue in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	8,875							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 2008 N. Garey Avenue in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	15,595							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	4,809							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding **Year 1-5** shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	3,012							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 200, 205, 280, 290) in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	17,625							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1902 Royalty Dr. (Suites 120, 130, 140, 160) in Pomona								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	9,751							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 431 W. Baseline Road in Claremont								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday through Friday	9,317							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional 2-Year Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

CLEANING SERVICES LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont								
Service Dates	**Square Footage**	**Price Per Square Footage**	**Estimated Supplies Cost** (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the **entire** year)			**Optional 2-Year Contract Extension**	
				Year 1 Total	**Year 2 Total**	**Year 3 Total**	**Year 4**	**Year 5**
Monday, Wednesday & Friday	4,000							
ADDITIONAL SERVICES								
Description		**Price Per Square Footage**	**Occurrence per Year**	**Year 1 Total**	**Year 2 Total**	**Year 3 Total**	**Optional Contract Extension**	
							Year 4	**Year 5**
Floor Waxing and Polish			6					
Carpet Shampooing			12					
Exterior Power Washing			2					
TOTAL (the sum of Additional Services **only**)								
GRAND TOTAL (the sum of Cleaning Services Total **and** Additional Services Total)								

Signature of Authorized Representative | **Printed Name & Title of Authorized Representative** | **Date**

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIRONMENTALLY FRIENDLY OR TRADITIONAL

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0704

ATTACHMENT G

SAMPLE AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

_____

DATED

_____

Section Page

AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter "Contract" or "Agreement") is made and entered into on the __ _____ 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, #B, Claremont, California 91711 (hereinafter "TCMHA" or "Tri-City") and _____with its principal place of business at _____ _____(hereinafter "Contractor"). Tri-City and Contractor are sometimes individually referred to as a "Party" and collectively as "Parties."

2. CONTRACTOR

The express intention of the Parties is that Contractor is an independent janitorial contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City 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 Tri-City without the express written consent of Tri-City. Neither Tri-City 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 Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in 'Exhibit A' of this Agreement and the Contractor's Proposal for Janitorial Services incorporated into and made a part of this Agreement as "Exhibit B". Contractor shall further execute and perform the obligations required of Contractor in the Business Associate Agreement, which is attached hereto in substantially the same form as "Exhibit D".

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 Janitorial Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor's ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide Janitorial Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry

standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City. 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 janitorial services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence October 1, 2026 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three (3) on August 31, 2029, with an option to extend for two (2) additional years through August 31, 2031; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other Party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed

b. Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the Agreement, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the Agreement, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the Agreement.

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

d. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

e. 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.

9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed 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 and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount as stated in 'Exhibit B'.

c. Contractor is responsible for monitoring its own forces/employees/agents/ subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City 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. Tri-City 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.

10. LICENSES.

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

11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. 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 Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either

during or after its engagement with Tri-City, 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. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including 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 Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

14. GENERAL TERMS AND CONDITIONS

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. Workers Compensation Insurance: Minimum statutory limits with an additional insured endorsement and a waiver of subrogation endorsement naming TCMHA.

ii. Automobile Insurance: $1,000,000.00 per occurrence.

iii. 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.

iv. Notice Of Cancellation: Tri-City requires ten (10) days written notice of cancellation.

v. 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 Tri-City, and it shall name "Tri-City Mental

Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

vi. 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. Changes to the Agreement. This Agreement shall not be assigned or transferred. 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.

e. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City 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. Tri-City 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 It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as "Exhibit C".

15. REPRESENTATIVE AND NOTICE

a. Tri-City's Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City 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 Tri-City:	If to Contractor:
Tri-City Mental Health Authority	Name
1717 N. Indian Hill Boulevard #B	Address
Claremont, CA 91711-2788	City
Attn: Executive Director	Attn:

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. EXHIBITS

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

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated _____

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

Exhibit D: Business Associate Agreement

17. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. 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 Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City 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.

18. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY , Contractor

By:_____ By: _____
Ontson Placide, Executive Director , President/Owner

Attest:

By:_____

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

By:_____
Steven L. Flower , General Counsel

EXHIBIT A

SCOPE OF SERVICE

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT D

CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

_____

Contractor's Name Last First

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

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

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

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

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

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

_____	_____	_____
Date	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:

ORIGINAL
COPIES: HR Representative
Contractor
Finance

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

(Attached)

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is made as of this _____ day of _____, 20___ (the "**Effective Date**") by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity ("**Covered Entity**" or "**CE**") and _____ _____("**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. BA will cooperate fully with CE in investigating any potential or actual breaches of PHI, including assistance, if requested, in conducting any risk of compromise or harm analyses, and with the preparation and transmittal of any notice, which CE may determine is required by applicable law, to be sent to third parties regarding the known or suspected unauthorized disclosure of PHI, and take any and all remedial actions necessary to restore the security and integrity of BA's information systems and infrastructure. BA will promptly reimburse CE for all costs, expenses and damages (including reasonable attorney's fees) associated with any notification process that may be required under HIPAA or any other applicable law, with respect to any use and/or disclosure of PHI in violation of the requirements of this BAA by BA, its agents, or its Subcontractors. 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 five (5) 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, in addition to Cal. Health & Safety Code § 123100 *et seq*. 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.

M. AI Technologies.

1. Absent CE's prior explicit written authorization, BA is expressly prohibited from using, disclosing, transmitting, de-identifying, accessing, or permitting access to any Protected Information for the purpose of training, fine-tuning, developing, improving, validating, operating, or otherwise supporting any artificial intelligence technologies ("AI Technologies"). Where such written authorization is granted, BA may use Protected Information solely for the specific AI-related purposes expressly approved in writing by CE, and only to the minimum extent necessary to accomplish those approved purposes. BA shall not reuse, retain, repurpose, aggregate, de-identify, or combine Protected Information or AI-generated outputs for any secondary purpose, including without limitation, generalized model training, benchmarking, commercialization, or use for the benefit of BA or any third party, without CE's prior written authorization.

2. In connection with any CE-approved AI Technologies, BA shall implement and maintain appropriate administrative, technical, and physical safeguards to protect PHI, CE-systems, and associated data from any unauthorized access, use, disclosure, alteration, or destruction. Such safeguards shall comply with HIPAA, the Security Rule, applicable state privacy and security laws, and recognized industry standards, and shall specifically address risks associated with AI Technologies, including data security, privacy, accuracy, reliability, bias, explainability, and the risk of unintended model behavior. BA shall cooperate with CE's privacy, security, and AI-related governance and risk-management processes, including by providing complete and accurate information regarding any AI Technologies used, the nature of data inputs and outputs, model limitations, applicable risk-mitigation measures, and any material changes to AI functionality that could affect PHI or CE, upon CE's request. BA shall promptly notify CE of any material AI-related incident, misuse, unintended output, data exposure, or regulatory inquiry that could reasonably affect CE, PHI, or patient safety. CE retains the right to audit, assess, and verify BA's compliance with this Section, including through documentation review, questionnaires, or other reasonable means. BA shall promptly remediate any identified non-compliance at its sole expense. Notwithstanding anything to the contrary in this BAA, BA remains fully responsible and accountable for the performance, outputs, impacts, and compliance of any AI Technologies used in connection with services performed under this BAA and the Agreement. BA shall promote transparency, fairness, non-discrimination, privacy protection,

security, sustainability, ongoing monitoring, risk management, and continuous improvement with respect to all AI Technologies used throughout the term of this BAA.

3. BA shall provide CE with written notice at least thirty (30) days prior to implementing any material change in its data processing activities that affects or could affect PHI, including but not limited to: (a) the adoption or integration of artificial intelligence, machine learning, automated decision-making, or similar technologies; (b) any new or modified workflow that relies on the use or disclosure or PHI for algorithmic or automated processing; or (c) any change that materially alters the manner in which PHI is accessed, used, stored, transmitted, de-identified, or disclosed. BA shall not implement such changes unless and until CE has reviewed and approved them in writing.

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.

In addition to any insurance requirements specified in the Agreement, BA shall also maintain Cyber Liability coverage in the amount of $5,000,000 for each claim, which shall include providing protection against liability for (a) Breaches, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from any unauthorized use, loss or disclosure of PHI. . 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 within sixty (60) days of termination of this BAA. If return or destruction is not feasible, BA shall provide to CE notification of the conditions that make return or destruction infeasible, and 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.

To the extent CE operates a federally-assisted program that must comply with the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, BA acknowledges it is also a qualified services organization and 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:	
	Attn:
With a copy to:	Hooper, Lundy & Bookman, P.C. 1875 Century Park East, Suite 1600 Los Angeles, CA 90067 Attn: Linda Kollar, Esq. Fax: 310-551-8181

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

XII. Interpretation.

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

XIII. Entire Agreement of the Parties.

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

XIV. Regulatory References.

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

XV. Counterparts.

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

[Signatures on the Following Page]

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	**Name of Business Associate**
Authorized Signature	**Authorized Signature**
ONSTON PLACIDE	
Print Name	**Print Name**
EXECUTIVE DIRECTOR	
Printed Title	**Printed Title**
Date	**Date**