



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

REQUEST FOR PROPOSALS
FOR
SECURITY GUARD SERVICES
(UNIFORMED, NON-SWORN, UNARMED)

NO. 2026-0601

REQUEST FOR PROPOSALS FOR SECURITY GUARD SERVICES
NO. 2026-0601

The Tri-City Mental Health Authority (“TCMHA”) seeks qualified applicants to provide security guard services at various facilities owned and operated by TCMHA. Interested parties may submit a Proposal Packet in accordance with the requirements of this Request for Proposals document. The full RFP may be downloaded from TCMHA’s website at www.tricitymhs.org.

PUBLICATION DATE: **May 8, 2026**

SUBMITTAL DEADLINE: **June 3, 2026 at 4:00 pm PST**

CONTACT Alex Ramirez, Facilities and Safety 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 SECURITY GUARD SERVICES” in the subject line; or
 - Delivered in a sealed envelope labeled “SEALED PROPOSAL FOR SECURITY GUARD 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
- All proposals must be signed by a duly authorized representative of the agency and received by **June 3, 2026 at 4:00 pm PST**. 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 June 17, 2026 meeting.
- TCMHA reserves the right to make no award of contract.

We appreciate your interest in TCMHA and look forward to your response.

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2026-0601

I. INTRODUCTION

Tri-City Mental Health Authority (“TCMHA”) is requesting proposals from qualified security companies to provide non-sworn, unarmed, and uniformed security guard services for seven (7) TCMHA locations. The desired term of services is three (3) years beginning July 22, 2026 and ending July 21, 2029, with an option to extend for two additional one year terms. This Request for Proposals (“RFP”) is expected to result in a contract with the successful Proposer for a not-to-exceed amount determined by TCMHA based on pricing proposals listed in this RFP. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2026-0601, and must be received by TCMHA in accordance with the **Proposal Requirements**. TCMHA shall have discretion to choose the Proposer that meets the best interests of TCMHA based on the evaluation of all relevant criteria.

II. AGENCY PROFILE

A. Tri-City Mental Health Authority

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 city council members 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 through its five facilities, over 200 employees, and outpatient services. 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),

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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 WORK

TCMHA is seeking qualified providers to provide security guard services at various locations. The scope of services for these security guard services include being responsible for all phases of building protection, including but not limited to: monitoring public access points to the facilities, conducting entry screening as needed, guarding the premises, garden, lobby, parking lots and vehicles against trespassing, vandalism, sabotage, fire, theft and destruction; to avert disorderly conduct and to summon assigned law enforcement authorities when necessary; to exercise good judgement and discretion in dealing with staff and the public in a polite manner; to attend meetings/trainings as directed by TCMHA in connection in providing the services required; and to be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.

Security guard services also require immediate verbal reports of any damage, safety or fire hazards to supervisors, followed by a written report to the designated management representative at the end of the work shift. Security guard services shall provide "hands-on" assistance by emphasizing prevention, detection, response, and mitigation of potential risks and are authorized to physically apprehend, subdue, or restrain any member of the public to protect property, staff, clients, visitors, or oneself from harm.

Security guard services shall be provided at the following TCMHA site locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Services and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 200, 205, 280, & 290, Pomona, CA 91767 – Child & Family Outpatient Services
5. 1902 Royalty Drive, Suites 120, 130, 140 & 160, Pomona, CA 91767 – Child & Family Outpatient Services
6. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office
7. 431 W. Baseline Road, Claremont, CA 91711 – Administration Office

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A more detailed scope of work is attached to this RFP and incorporated herein as *Attachment A*. The scope and/or times of security guard services will vary according to need and events at each TCMHA site.

IV. RFP AND TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **May 8, 2026**
- Voluntary Pre-Proposal Meeting/Site Visit: **May 14, 2026**
- Written Questions Deadline: **May 20, 2026**
- Response to Written Questions/RFP Addendum Posted: **May 26, 2026**
- **Proposals Deadline: June 3, 2026, 4:00 PM PST**
- Interviews: **Week of June 8, 2026, time TBD**
- Anticipated Award of Contract: **June 17, 2026**
- Anticipated Commencement of work: **July 22, 2026**

B. Explanation of Timeline

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

2. Voluntary Pre-Proposal Meeting/Site Visit. TCMHA is scheduling a voluntary pre-proposal meeting/site visit on May 14, 2026 at 10:00 AM to give Proposers the opportunity to visit the facilities and discuss the requested security guard services. The site visits will include visits to four TCMHA facilities, beginning at the site located at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in attending the pre-proposal meeting/site visit must contact the RFP Contact Person to acknowledge and confirm attendance. Please plan on three hours for site walk-throughs as we will be traveling to four locations and multiple suites within each location. The Proposer is responsible for all transportation to the pre-proposal meeting/site visit and to each site. TCMHA will not provide transportation. Failure to inspect the sites will in no way relieve the successful Proposer from performing any labor necessary for the satisfactory completion of the work.

3. Written Questions Deadline. Proposers must submit all written questions to the RFP Contact Person by the written questions deadline. All questions must be received via e-mail by 5:00 PM PST May 20, 2026 (see **RFP Schedule**). Questions submitted in any other manner or format are not acceptable and will not receive a response. TCMHA will respond to properly submitted questions 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 to the RFP 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 May 26, 2026. Additional written questions must be received by the RFP Contact Person no later than

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two (2) days after an Addendum is posted. TCMHA reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the RFP Documents 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 acknowledgement, 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 deadline specified in **RFP Schedule**.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which proposal(s) to move forward based on the best interests of TCMHA.

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

9. Contract Negotiation. Following Board approval, Proposer and TCMHA will negotiate and execute a written agreement for services in substantially the same form as **Attachment G**.

V. PROPOSAL REQUIREMENTS

A. TCMHA Contact During Proposal Process

The RFP Contact Person during the Proposal process shall be Alex Ramirez, TCMHA Facilities and Safety Manager. The RFP Contact Person may be reached via email at aramirez@tricitymha.ca.gov.

B. Time and Manner of Submission

All completed and executed Proposal Packets shall be scanned and emailed to TCMHA's Chief Financial Officer at dacosta@tricitymha.ca.gov no later than **4:00 PM, PST, on June 3, 2026**.

Proposal Packets 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 **4:00 PM, PST, on June 3, 2026**. Proposals submitted via Hand Delivery may be delivered on **Mondays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. All hard copy Proposals must be in a sealed envelope, and be marked and addressed as follows:

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**Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: Chief Financial Officer
“SEALED PROPOSAL FOR SECURITY GUARD SERVICES”**

All Proposal Packets will be time stamped. Failure to timely submit the Proposal Packet shall be grounds for rejection of the Proposal.

C. Proposal Format

It is TCMHA’s request that the proposals be brief and succinct. Information listed sections 1-8 below, including Attachments B-F, to this RFP Document are required to be included in the submitted Proposal. If not included, the submitted Proposal will be considered incomplete and non-responsive and will be rejected. The Proposal shall be submitted in the following format:

1. RFP Cover Page – (*Attachment B*)
2. Proposer’s 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 providing the services, the understanding of the work to be done, the commitment to perform the work. The Transmittal Letter shall also provide the Proposer’s representative’s acknowledgement that submission of the Proposal constitutes an irrevocable offer to provide the services for a period of 90 days from the Proposal Deadline (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 the Scope of Work/Services (*Attachment A*) and 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 the requested security guard services. The proposal should include a separate all-inclusive cost for each of the three years of the contract based on the scope

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of services outlined in the proposal. The proposal should include a total proposed costs of the services, including hourly rates for services. 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 Business License and/or Certifications. Proposer shall submit a copy of the Proposer's Business License and/or Certifications during the Proposal process. TCMHA reserves the right to reject any Proposal or rescind any award of contract if TCMHA finds that the Proposer does not have the appropriate licensure or certifications to perform the necessary scope of work.

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 for evaluation of the Proposal. 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 by a selection committee and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Project/Service approach including scheduling
5. Cost Proposal

C. Proposal Selection

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 agencies 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, cost 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.

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D. Subcontracting

If subcontracting is contemplated, this should be discussed in your Proposal. No additional 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 Request for Proposal Deadline (Closing Date).

F. 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.

G. Agreement Period

The initial agreement period shall be for three (3) years beginning July 22, 2026, or such other time as may be mutually agreed upon by the parties. 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 agency), 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.

H. Agreement Extension and Price Adjustment Parameters

TCMHA has the option to extend the Agreement for two successive 12-month periods, under the same terms and conditions, with a CPI not to exceed five percent (5%) to the price adjustment. The Consumer Price Index (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 period 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 Agreement prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with 30 days written notice to Proposer. 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 ten (10) calendar days after the

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Proposer has received written notice of award. Failure to do so shall be just cause to rescind the award at the sole election of TCMHA.

J. Indemnity and Insurance Requirements

The awarded 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 work hereunder by the Proposer (as Contractor), his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

VII. GENERAL PROVISIONS

A. Independent Contractor

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the 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 California Public Records Act (Act), Government Code §§7920.000 et seq.; and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. 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 Act 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

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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 awarded 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. Proposal Submission

No Proposal received and read may be withdrawn for a period of ninety (90) calendar days after the Proposal Deadline. 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 RFP, 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 any 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.

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G. 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.

VIII. DEFINITIONS

A. Independent Contractor: Upon TCMHA’s award of the agreement a successful Proposer will become known as “Independent Contractor”.

B. Proposal Deadline/Closing Date: The time and date deadline for submission of Proposal.

C. Proposal or Proposal Packet: All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA, constituting a completed Proposal.

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

E. Request for Proposal (“RFP”) Documents: The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

F. Tri-City Mental Health Services Authority (“TCMHA”): Tri-City Mental Health Authority or its authorized representative(s).

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

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ATTACHMENT A

SCOPE OF SERVICES

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they provide guard services according to outlined specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. If during the course of work the Contractor experiences a conflict with the specifications/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said services.

As needed and upon request by site, Contractor will provide non-sworn, unarmed, and uniformed security guard services at seven (7) TCMHA Services Areas on the days and times identified below. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people at the designated TCMHA facilities and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. Security guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

A. SERVICE AREAS

| LOCATION | TIME (current) | POST |
|--|--|---|
| 2001 N. Garey Avenue <ul style="list-style-type: none"> • Board Meeting Coverage | 8:30 am to 6:00 pm | Building & Parking Lot |
| 2008 N. Garey Avenue <ul style="list-style-type: none"> • 24/7 Coverage • 4 guards between 8:00 am – 5:30 pm • Include Lead/Supervisor guard | 7:00 am to 6:00 pm 8:00 am to 6:00 pm 8:00 am to 5:30 pm 8:00 am to 3:00 pm 3:00 pm to 11:00 pm 11:00 pm to 7:00 am | Building & Parking Lot Lead Guard TCG Garden Building & Parking Lot Building & Parking Lot Overnight |
| 1403 – 1407 N. Garey Avenue <ul style="list-style-type: none"> • 24/7 Coverage • 2 guards between 9:30 am – 8:00 pm | 9:30 am to 8:00 pm 9:30 am to 8:00 pm 8:00 pm to 4:00 am 4:00 am to 10:00 am | Building & Parking Lot Building & Parking Lot Overnight Overnight |
| 1900 Royalty Drive <ul style="list-style-type: none"> • 2 guards between 8 am – 6:00 pm | 7:00 am to 6:00 pm 8:30 am to 6:30 pm | All Tri-City Suites (160, 170, 180, 200, 205, 280, and 290) |
| 1902 Royalty Drive <ul style="list-style-type: none"> • 2 guards between 8 am – 6:00 pm | 7:00 am to 6:00 pm 8:30 am to 6:30 pm | All Tri-City Suites (120, 130, 140 and 160) |

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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| | | |
|--|--------------|--------------|
| 1717 N. Indian Hill Blvd., Suite B 431 W. Baseline Rd | Upon Request | Upon Request |
|--|--------------|--------------|

B. SECURITY GUARD PERSONNEL

1. All security guard personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.
2. The assigned security guards (“Guards”) are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security guard personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
3. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
4. Guards shall be assigned walkie talkies to quickly relay information to onsite Manager and/or emergency personnel. The use of *contractor issued* cell phones will also be required and should only be for work related issues while on site.
5. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
 - a. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
6. After TCMHA begins implementation, Guards will provide “hands-on” assistance by emphasizing prevention, detection, response, and mitigation; and are authorized to physically apprehend, subdue, or restrain any member of the public to protect property, staff, clients, other members of the public, or oneself from harm.
7. With a focus on maintaining boundaries, Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
8. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area (e.g., loitering, disruptive behavior, safety and order).
9. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
10. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil. TCMHA will reimburse Contractor for time incurred by the Guards required by TCMHA to testify for these related matters.
11. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
12. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.
13. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour. During a shift change, Guard shall not leave until new Guard arrives. TCMHA shall not pay overtime costs for the late arrival of a Guard during a shift change.

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14. TCMHA employees' work hours have been established to include Normal Work Schedule, Flexible Work Schedule, and Alternative Work Schedule to meet TCMHA business operations. Accordingly, overtime pay for Guards shall only apply after the established 8-hour shift, or 10-hour shift, or 12-hour shift that meet the designated TCMHA building business hours of operation. No Guard shall be required or permitted to work overtime without prior written approval from TCMHA. Absent prior written approval from TCMHA, Contractor shall not be compensated for the cost incurred for overtime work performed by Contractor's guards. Approval shall mean expressed written authorization such as an email to or from a designated TCMHA employee confirming or requesting the additional services. In situations where there is inability to obtain pre-approval in writing, a follow-up email exchange with the approver would be acceptable, following verbal authorization through a phone call.
15. At the request of TCMHA, additional Guards may be required for special events, additional hours or on-call and as needed.
16. If or when applicable, one or more lead guards will be available on-site during the day shift (approximately 8 to 10 hour shift). The schedule is to be determined based on need after coordination with the Facilities Manager.
17. The option of utilizing the Track Tik Application, or similar application, shall be at the discretion of TCMHA and at the rate listed in Exhibit B (Contractor's Proposal). The application is for communication and tracking of Guards on duty by the lead Guard on duty or by TCMHA staff.

C. PERFORMANCE DUTIES

1. The Guards shall maintain a constant and visible presence in their assigned location.
2. Guards shall be responsible for arming and disarming assigned locations as well as unlocking parking gates.
3. Guards shall carry walkie talkies at all times during operating hours.
4. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
5. Guards shall regularly check the parking lots, enforce no smoking or vaping on property, direct violators to the street and take appropriate action.
6. Guards shall ask individuals loitering to exit the property.
7. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations. Contractor shall, at the request of TCMHA and as needed, provide additional trained Guards and only at specified locations. Sufficient notice shall be provided by TCMHA when additional Guards are needed.
8. Guards shall ensure all vendors/visitors check in with the front desk, they may have a visitor's badge issued by the Front Desk.
9. Guards shall ensure vendors have a TCMHA contract before commencing any work.
10. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites.

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11. Guards shall play an active role in emergency drills and actual crisis situations utilizing two-way radios.
12. Guards shall complete a written Tri-City Incident Report for any unusual situations or specific scenarios that include injury, safety issue or concern which may occur on the premises.
13. Guards shall be assigned to conduct entry screening for clients and visitors, as needed.
14. After appropriate training and instruction provided by TCMHA, Guards shall assist with metal detector screening including inspection of bags, panic button response and camera monitoring.
 - a. Screening shall include bag checks and wand use.
15. Guards shall enforce TCMHA's "No Bag Policy": TCMHA will only allow small personal bags (i.e. purses/ handbags/fanny packs) in any TCMHA buildings. No luggage, duffel bags etc.
 - a. Guards shall state they are: "NOT responsible for any items left outside."
16. Guards shall enforce TCMHA's "No Prohibited Items Policy": In general, this policy states that unusual items that have no legitimate use by a client entering the facility for the purposes of services are not allowed.
 - a. For complete list see Exhibit A in policy I.28
17. Guards shall enforce TCMHA's "No Pets Policy": TCMHA will only allow Service Animals in any TCMHA buildings.
 - a. Only dogs are trained as service animals.
 - b. Guards may only ask the following questions to determine if the dog is a permitted Service Animal:
 1. Is the dog a service animal required because of a disability?
 2. What work or task has the dog been trained to perform?
18. Guards shall report any individuals carrying weapons of any kind to onsite Manager.
19. Guards shall gather information and contact front desk with a runner or use two-way radios, if client had to relocate items.
20. Guards shall report any jokes or comments about having weapons in their vehicle, contact front desk and/or onsite manager immediately after each occurrence.
21. Guards shall contact 911 and attempt to notify the front desk if Guards encounter individuals brandishing weapon and that individual refuses to put away the weapon and return without said weapon.
22. Guards shall be trained to recognize and respond to general safety emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations. TCMHA staff will continue to notify and include Guards on all necessary communications and as soon as possible.
23. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.
24. Guards shall make sure that staff are safe when walking to their car in the parking lot.

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25. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
26. Overnight Guards shall:
 - a. Be clearly visible in the parking lot and nearby buildings.
 - b. Routinely check outside and around buildings, including the garden, using a scanner, Track Tik, or similar application to document that the areas have been patrolled.
 - c. Observe and Report
 - Ask individuals trespassing to leave the premises and/or call 911. When safe, contact Facilities Manager.
 - If an individual was observed jumping or cutting the fence onto property or vandalizing a vehicle, contact 911 then Facilities Manager, when safe.
 - d. Assist with any security alarms, real or false and respond appropriately to clear alarm.
 - e. Complete an incident report for all incidents (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.).
 - f. Use judgement in determining when to contact the police department and/or on-call staff in the event of observing or witnessing a potential problem.
 - g. Contact the Facilities Manager immediately after contacting the police or fire department.
 - h. If a crisis were to present itself onsite after hours, call the TCMHA crisis number or come back the next business day. The TCMHA crisis number is (866) 623-9500.

D. CRISIS SITUATIONS

1. Guards shall be available to accompany staff and follow instructions when asked.
2. Assist TCMHA staff to clear the area and prevent others from entering the area.
3. Approach individual in an assertive stance while keeping good eye contact, body language and distance. Define acceptable behavior as needed and help de-escalate.
4. If you are struck, use defensive body language while backing away and yelling loud commands. Physically remove individual if needed or requested.
5. Use of Objectively Reasonable Force is approved if needed, to protect staff and public.

E. TRAININGS

1. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
2. All Guards shall receive site specific training before being assigned to any Tri-City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location, emergency codes and HIPAA review.

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3. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
4. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134).
5. Contractor shall ensure that all Guard personnel have the ability to engage appropriately with mental health clients, de-escalate situations, and operate with sensitivity and professionalism. Training programs such as CPI (Crisis Prevention Institute), Center for Violence Prevention and Self-Defense (CVPSD), or the Hazel Institute (CPI Certificate) focus on the desired skills and behaviors.

F. EQUIPMENT

1. Keys, FOBs and Walkie Talkies
 - a. Any keys issued to security guard personnel must be responsibly maintained and securely stored. Upon separation of Guards, Contractor shall notify TCMHA so that deactivation of security codes and passwords are performed.
 - b. Keys are NOT to be reproduced or replicated under any circumstances.
 - c. Key FOBs are not to be shared between Guards.
 - d. In the event a TCMHA key or FOB is lost or misplaced, please contact the Facilities Manager.
 - e. Contractor shall reimburse TCMHA for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
 - f. Walkie Talkies shall be checked out from the front desk and used to quickly relay information to onsite Manager and between guards. Walkie Talkies shall be returned to the charging station following the Guard's shift.
 - g. As directed by TCMHA staff and/or made available, security wands or FOBs shall be used on designated scan checkpoints throughout each location or other tracking system such as Track Tik.
2. Contractor's Cell Phones
 - a. Contractor shall provide Guards a company cell phone to be used during their shift.
 - b. All contact information shall be programmed on each phone by TCMHA staff.
 - c. The use of cell phones should only be for TCMHA work related issues while on site.
 - d. The cell phones are to be charged overnight for the next shift OR handed to the overnight guard, if applicable.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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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; I am authorized to bind the listed entity into this agreement; and 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. 2026-0601**

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 other license(s) and corresponding numbers/classifications 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
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List references for services that your company is currently *providing or completed* in the last 5 years of similar 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
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ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

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

- 1) Describe your experience and expertise in providing unsworn, unarmed, uniformed security services in a professional office environment: _____

- 2) Describe your policy and process for supervising and managing personnel: _____

- 3) Describe your method for handling customer complaints/problems: _____

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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4) Quality Assurance Procedures:

- Attach one copy of the Quality Assurance Report used, if any.

5) Do you provide CPR/First Aid Training to all guards? Yes No

If yes, please list those who will be assigned to perform services under the Agreement and attach a copy of their current certificate to this Attachment D:

Security Guard Names:

6) Describe your process and policy for replacing personnel (e.g., personnel exhibits excessive absenteeism, tardiness, personality conflicts, or other personnel relations issues): _____

7) Describe your plan to ensure all posts are staffed within **one hour** of a post-vacancy for any reason: _____

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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ATTACHMENT E

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

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

- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than ten (10) business days prior to the Proposal Deadline.

- 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.

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format reflected. Proposers are to list hourly rates for each location for on-site supervisors and guard personnel 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 Tri-City Mental Health Authority. The **hourly rates shall include** any required overhead, holiday or internal administrative services. Additionally, **overtime rates** shall be identified separately if not time and a half. Prevailing wage does not apply to security guard services (Labor Code § 1771; 8 Cal Regs §16000).

| Schedule of Coverage | | Location: 1403 – 1407 N. Garey Avenue | | | | | |
|---|----------------------|--|-------------------------|-------------------------|----------------------------|--|---------------|
| Hourly Rates | | \$ | \$ | \$ | \$ | \$ | \$ |
| Two (2) Daily Guards Provide 24/7 Coverage | | Year 1 Total | Year 2 Total | Year 3 Total | TOTAL Years 1-3 | Optional Contract Extension | |
| | | | | | | Year 4 | Year 5 |
| Monday through Friday | 9:30am to 8:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 9:30am to 8:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 8:00pm to 4:00am | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 4:00am to 10:00am | \$ | \$ | \$ | \$ | \$ | \$ |
| Saturday | 4:00am to 12:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Saturday | 12:00pm to 8:30pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Saturday – Sunday | 8:30pm to 4:30am | \$ | \$ | \$ | \$ | \$ | \$ |
| Sunday | 4:30am to 12:30pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Sunday | 12:30pm to 8:30pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Sunday – Monday | 8:30pm to 4:00am | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday | 4:00am to 10:00am | \$ | \$ | \$ | \$ | \$ | \$ |

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| Schedule of Coverage | | Location: 2001 N. Garey Avenue | | | | | |
|-------------------------------|------------------|---------------------------------------|---------------------|---------------------|------------------------|------------------------------------|---------------|
| Hourly Rates | | \$ | \$ | \$ | \$ | \$ | \$ |
| One (1) Guard Coverage | | Year 1 Total | Year 2 Total | Year 3 Total | TOTAL Years 1-3 | Optional Contract Extension | |
| | | | | | | Year 4 | Year 5 |
| Monday through Friday | 8:30am to 6:00pm | \$ | \$ | \$ | \$ | \$ | \$ |

| Schedule of Coverage | | Location: 2008 N. Garey Avenue | | | | | |
|---|-------------------|---------------------------------------|---------------------|---------------------|------------------------|------------------------------------|---------------|
| Hourly Rates | | \$ | \$ | \$ | \$ | \$ | \$ |
| Supervisor/Lead Hourly Rates | | \$ | \$ | \$ | \$ | \$ | \$ |
| Five (5) Daily Guards Provide 24/7 Coverage | | Year 1 Total | Year 2 Total | Year 3 Total | TOTAL Years 1-3 | Optional Contract Extension | |
| | | | | | | Year 4 | Year 5 |
| Monday through Friday | 7:00am to 6:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday (<i>Lead Guard or Supervisor</i>) | 8:00am to 6:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 8:00am to 5:30pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 8:00am to 3:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 3:00pm to 11:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 11:00pm to 7:00am | \$ | \$ | \$ | \$ | \$ | \$ |
| Saturday | 7:00am to 3:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Saturday | 3:00pm to 11:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Saturday through Sunday | 11:00pm to 7:00am | \$ | \$ | \$ | \$ | \$ | \$ |
| Sunday | 7:00am to 3:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Sunday | 3:00pm to 11:00pm | \$ | \$ | \$ | \$ | \$ | \$ |

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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| Schedule of Coverage | | Location: 1900 Royalty Drive Suites (160, 170, 180, 200, 205, 280, and 290) | | | | | |
|-----------------------------|------------------|---|---------------------|---------------------|------------------------|------------------------------------|---------------|
| Hourly Rates | | \$ | \$ | \$ | \$ | \$ | \$ |
| Two (2) Daily Guards | | Year 1 Total | Year 2 Total | Year 3 Total | TOTAL Years 1-3 | Optional Contract Extension | |
| | | | | | | Year 4 | Year 5 |
| Monday through Friday | 7:00am to 6:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 8:30am to 6:30pm | \$ | \$ | \$ | \$ | \$ | \$ |

| Schedule of Coverage | | Location: 1902 Royalty Drive Suites (120, 130, 140 and 160) | | | | | |
|-----------------------------|------------------|---|---------------------|---------------------|------------------------|------------------------------------|---------------|
| Hourly Rates | | \$ | \$ | \$ | \$ | \$ | \$ |
| Two (2) Daily Guards | | Year 1 Total | Year 2 Total | Year 3 Total | TOTAL Years 1-3 | Optional Contract Extension | |
| | | | | | | Year 4 | Year 5 |
| Monday through Friday | 7:00am to 6:00pm | \$ | \$ | \$ | \$ | \$ | \$ |
| Monday through Friday | 8:30am to 6:30pm | \$ | \$ | \$ | \$ | \$ | \$ |

| Additional Guard Personnel (Optional) | | | | Location: Any Location | |
|--|--------------------|--------------------|--------------------|------------------------------------|--------------------|
| Each Additional Guard | Year 1 Rate | Year 2 Rate | Year 3 Rate | Optional Contract Extension | |
| | | | | Year 4 Rate | Year 5 Rate |
| As Requested | \$ | \$ | \$ | \$ | \$ |

| Pepper Spray Guard Personnel (Optional) | | | | Location: Any Location | |
|--|--------------------|--------------------|--------------------|------------------------------------|--------------------|
| Each Additional Guard | Year 1 Rate | Year 2 Rate | Year 3 Rate | Optional Contract Extension | |
| | | | | Year 4 Rate | Year 5 Rate |
| As Requested | \$ | \$ | \$ | \$ | \$ |

 Authorized Representative Signature

 Date

~~TRI-CITY MENTAL HEALTH SERVICES AUTHORITY~~
~~RFP NO. 2026-0601~~

~~ATTACHMENT G~~

~~SAMPLE AGREEMENT~~



~~INDEPENDENT~~ CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

DATED

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of 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 “Tri-City Mental Health Center” 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 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 as set forth in “Exhibit A” of this Agreement and the Contractor’s Proposal for Security Guard 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 Security Guard 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 security guard 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 or Designee.

6. TIME AND LOCATION OF WORK

Contractor shall perform security guard 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 on July 22, 2026 and shall remain in full force and effect until amended or terminated at the end of Year-Three on July 21, 2029. Tri-City will have an option to extend for two additional one year terms by giving Contractor at least thirty (30) days prior notice 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 Contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the Contract, 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 Contract.

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 Security Guard 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. In the event of termination, Contractor shall immediately deliver all written work product to Tri-City, which work product shall be consistent with all progress payments made to the 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 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. The hours will be billed against the not to exceed amount in accordance with section 9(b) below. 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 not to exceed [Insert Amount](\$XX.XX) for the initial three year term. Contractor and Tri-City shall determine the not to exceed amount for each option extension term in accordance with the procedures listed 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. Contractor agrees to maintain applicable licensure, certifications, and other necessary approvals for the full term of the 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 Governing Board, 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 or any subcontractor of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its Governing Board, 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. Contractor shall require and verify all subcontractors, if subcontracting is contemplated, maintain insurance subject to all of the requirements stated therein.

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.
- 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 for any insurance policy.

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 without advance written consent of Tri-City. 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:

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

If to Contractor:

Name
Address
City
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: _____
Ontson Placide, MA, LMFT, Executive
Director

By: _____
_____, President/Owner

Attest:

By: _____
_____, JPA Administrator/Clerk

Approved as to Form and Content:
RICHARDS WATSON & GERSHON

By: _____
Steven L. Flower, General Counsel

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

The following are conditions and specifications covering security guard services at the designated Tri-City Mental Health Authority (“TCMHA”) locations. This contract is based on hourly rates and results will be deemed acceptable if they provide guard services according to outlined specifications. TCMHA reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by TCMHA. A TCMHA Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined to be necessary and advisable for TCMHA hours of operation and/or events. Such alterations or deviations, additions or omissions shall in no way affect or make void the Independent Contractor Agreement. If during the course of work the Contractor experiences a conflict with the specifications/scope of work, the contractor shall notify the TCMHA Representative before proceeding with said services.

As needed and upon request by site, Contractor will provide non-sworn, unarmed, and uniformed security guard services at seven (7) TCMHA Services Areas on the days and times identified below. General duties include, but are not limited, to monitoring public access points to the facilities, conducting entry screening, as needed. A security guard’s role is to protect people at the designated TCMHA facilities and the property of TCMHA. Prevention is a security guard’s responsibility before an incident has occurred. Security guards shall observe and report suspicious and/or unauthorized activity to the onsite Manager.

G. SERVICE AREAS

| LOCATION | TIME (current) | POST |
|--|--|---|
| 2001 N. Garey Avenue <ul style="list-style-type: none"> • Board Meeting Coverage | 8:30 am to 6:00 pm | Building & Parking Lot |
| 2008 N. Garey Avenue <ul style="list-style-type: none"> • 24/7 Coverage • 4 guards between 8:00 am – 5:30 pm • Include Lead/Supervisor guard | 7:00 am to 6:00 pm 8:00 am to 6:00 pm 8:00 am to 5:30 pm 8:00 am to 3:00 pm 3:00 pm to 11:00 pm 11:00 pm to 7:00 am | Building & Parking Lot Lead Guard TCG Garden Building & Parking Lot Building & Parking Lot Overnight |
| 1403 – 1407 N. Garey Avenue <ul style="list-style-type: none"> • 24/7 Coverage • 2 guards between 9:30 am – 8:00 pm | 9:30 am to 8:00 pm 9:30 am to 8:00 pm 8:00 pm to 4:00 am 4:00 am to 10:00 am | Building & Parking Lot Building & Parking Lot Overnight Overnight |
| 1900 Royalty Drive <ul style="list-style-type: none"> • 2 guards between 8 am – 6:00 pm | 7:00 am to 6:00 pm 8:30 am to 6:30 pm | All Tri-City Suites (160, 170, 180, 200, 205, 280, and 290) |
| 1902 Royalty Drive | 7:00 am to 6:00 pm 8:30 am to 6:30 pm | All Tri-City Suites (120, 130, 140 and 160) |

| | | |
|---|--------------|--------------|
| <ul style="list-style-type: none"> • 2 guards between 8 am – 6:00 pm | | |
| 1717 N. Indian Hill Blvd., Suite B 431 W. Baseline Rd | Upon Request | Upon Request |

H. SECURITY GUARD PERSONNEL

18. All security guard personnel must possess and present upon request, a valid and current security guard registration card as issued pursuant to the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services.
19. The assigned security guards (“Guards”) are to be highly visible and must maintain professional uniformed appearance at all times. Contractor shall ensure that all security guard personnel have photo identification and attach it properly to their uniforms in a readily visible manner.
20. The guard shall be highly vigilant in actively patrolling while on duty and must be able to handle difficult situations without direct supervision.
21. Guards shall be assigned walkie talkies to quickly relay information to onsite Manager and/or emergency personnel. The use of *contractor issued* cell phones will also be required and should only be for work related issues while on site.
22. Guards shall maintain a courteous and respectful demeanor as well as be polite, cooperative, and able to work in harmony with one another, visitors, and with other Tri-City Mental Health employees.
 - b. Abusive language used with anyone will not be tolerated and will be reason for immediate dismissal.
23. After TCMHA begins implementation, Guards will provide “hands-on” assistance by emphasizing prevention, detection, response, and mitigation; and are authorized to physically apprehend, subdue, or restrain any member of the public to protect property, staff, clients, other members of the public, or oneself from harm.
24. With a focus on maintaining boundaries, Guards shall not excessively socialize or engage in small talk with visitors, staff or the general public while on duty.
25. Guards shall alleviate and deter activity that is not conducive to productive and appropriate use of the area (e.g., loitering, disruptive behavior, safety and order).
26. Guards must be able to communicate effectively in both written and oral English. Bilingual guards are preferred.
27. Guards shall be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil. TCMHA will reimburse Contractor for time incurred by the Guards required by TCMHA to testify for these related matters.
28. Guards shall arrive on time, stay at their assigned posts, and perform their assigned tasks as directed.
29. Guards are not allowed to drink alcohol, use drugs, smoke, read unauthorized material or do personal grooming while in public view.

30. In the event of an absence by a Guard, Contractor must provide a replacement Guard within one (1) hour. During a shift change, Guard shall not leave until new Guard arrives. TCMHA shall not pay overtime costs for the late arrival of a Guard during a shift change.
31. TCMHA employees' work hours have been established to include Normal Work Schedule, Flexible Work Schedule, and Alternative Work Schedule to meet TCMHA business operations. Accordingly, overtime pay for Guards shall only apply after the established 8-hour shift, or 10-hour shift, or 12-hour shift that meet the designated TCMHA building business hours of operation. No Guard shall be required or permitted to work overtime without prior written approval from TCMHA. Absent prior written approval from TCMHA, Contractor shall not be compensated for the cost incurred for overtime work performed by Contractor's guards. Approval shall mean expressed written authorization such as an email to or from a designated TCMHA employee confirming or requesting the additional services. In situations where there is inability to obtain pre-approval in writing, a follow-up email exchange with the approver would be acceptable, following verbal authorization through a phone call.
32. At the request of TCMHA, additional Guards may be required for special events, additional hours or on-call and as needed.
33. If or when applicable, one or more lead guards will be available on-site during the day shift (approximately 8 to 10 hour shift). The schedule is to be determined based on need after coordination with the Facilities Manager.
34. The option of utilizing the Track Tik Application, or similar application, shall be at the discretion of TCMHA and at the rate listed in Exhibit B (Contractor's Proposal). The application is for communication and tracking of Guards on duty by the lead Guard on duty or by TCMHA staff.

I. PERFORMANCE DUTIES

27. The Guards shall maintain a constant and visible presence in their assigned location.
28. Guards shall be responsible for arming and disarming assigned locations as well as unlocking parking gates.
29. Guards shall carry walkie talkies at all times during operating hours.
30. Guards shall observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the designated onsite Manager.
31. Guards shall regularly check the parking lots, enforce no smoking or vaping on property, direct violators to the street and take appropriate action.
32. Guards shall ask individuals loitering to exit the property.
33. Guards shall conduct hourly rounds and surveillance in and around the premises utilizing the security guard scan check points installed at designated locations. Contractor shall, at the request of TCMHA and as needed, provide additional trained Guards and only at specified locations. Sufficient notice shall be provided by TCMHA when additional Guards are needed.
34. Guards shall ensure all vendors/visitors check in with the front desk, they may have a visitor's badge issued by the Front Desk.
35. Guards shall ensure vendors have a TCMHA contract before commencing any work.

36. Guards shall verify employee badges as needed, especially for individuals who are not familiar accessing buildings and suites.
37. Guards shall play an active role in emergency drills and actual crisis situations utilizing two-way radios.
38. Guards shall complete a written Tri-City Incident Report for any unusual situations or specific scenarios that include injury, safety issue or concern which may occur on the premises.
39. Guards shall be assigned to conduct entry screening for clients and visitors, as needed.
40. After appropriate training and instruction provided by TCMHA, Guards shall assist with metal detector screening including inspection of bags, panic button response and camera monitoring.
 - a. Screening shall include bag checks and wand use.
41. Guards shall enforce TCMHA's "No Bag Policy": TCMHA will only allow small personal bags (i.e. purses/ handbags/fanny packs) in any TCMHA buildings. No luggage, duffel bags etc.
 - a. Guards shall state they are: "NOT responsible for any items left outside."
42. Guards shall enforce TCMHA's "No Prohibited Items Policy": In general, this policy states that unusual items that have no legitimate use by a client entering the facility for the purposes of services are not allowed.
 - a. For complete list see Exhibit A in policy I.28
43. Guards shall enforce TCMHA's "No Pets Policy": TCMHA will only allow Service Animals in any TCMHA buildings.
 - a. Only dogs are trained as service animals.
 - b. Guards may only ask the following questions to determine if the dog is a permitted Service Animal:
 1. Is the dog a service animal required because of a disability?
 2. What work or task has the dog been trained to perform?
44. Guards shall report any individuals carrying weapons of any kind to onsite Manager.
45. Guards shall gather information and contact front desk with a runner or use two-way radios, if client had to relocate items.
46. Guards shall report any jokes or comments about having weapons in their vehicle, contact front desk and/or onsite manager immediately after each occurrence.
47. Guards shall contact 911 and attempt to notify the front desk if Guards encounter individuals brandishing weapon and that individual refuses to put away the weapon and return without said weapon.
48. Guards shall be trained to recognize and respond to general safety emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and crisis situations. TCMHA staff will continue to notify and include Guards on all necessary communications and as soon as possible.
49. Guards shall periodically inspect all exits and verify that all exterior doors are closed and secured.

50. Guards shall make sure that staff are safe when walking to their car in the parking lot.
51. After business hours, guards shall conduct inspection of office and building door locks and verification that sensitive areas are secured.
52. Overnight Guards shall:
 - i. Be clearly visible in the parking lot and nearby buildings.
 - j. Routinely check outside and around buildings, including the garden, using a scanner, Track Tik, or similar application to document that the areas have been patrolled.
 - k. Observe and Report
 - Ask individuals trespassing to leave the premises and/or call 911. When safe, contact Facilities Manager.
 - If an individual was observed jumping or cutting the fence onto property or vandalizing a vehicle, contact 911 then Facilities Manager, when safe.
 - l. Assist with any security alarms, real or false and respond appropriately to clear alarm.
 - m. Complete an incident report for all incidents (i.e. theft, accidents, unusual activity, crime, dangerous situations, etc.).
 - n. Use judgement in determining when to contact the police department and/or on-call staff in the event of observing or witnessing a potential problem.
 - o. Contact the Facilities Manager immediately after contacting the police or fire department.
 - p. If a crisis were to present itself onsite after hours, call the TCMHA crisis number or come back the next business day. The TCMHA crisis number is (866) 623-9500.

J. CRISIS SITUATIONS

6. Guards shall be available to accompany staff and follow instructions when asked.
7. Assist TCMHA staff to clear the area and prevent others from entering the area.
8. Approach individual in an assertive stance while keeping good eye contact, body language and distance. Define acceptable behavior as needed and help de-escalate.
9. If you are struck, use defensive body language while backing away and yelling loud commands. Physically remove individual if needed or requested.
10. Use of Objectively Reasonable Force is approved if needed, to protect staff and public.

K. TRAININGS

6. Guards shall be trained in Mental Health First Aid to better understand symptoms and disorders that affect our clients and to proficiently deal with difficult and hostile situations. Tri-City Mental Health staff shall provide training.
7. All Guards shall receive site specific training before being assigned to any Tri-City Mental Health facility. This includes the location of fire extinguishers and an overview of evacuation routes for their assigned location, emergency codes and HIPAA review.

8. Contractor shall ensure that all Guards are trained in Fire Safety as required by OSHA (29 CFR 1910.38 and 29 CFR 1910.157). This training shall include the operation of fire extinguishers to fight incipient stage fires.
9. Contractor shall ensure that all Guard personnel are trained in Bloodborne Pathogens as required by OSHA (29 CFR 1910.1030). Each Guard shall be issued Personal Protective Equipment by Tri-City Mental Health as required by OSHA (29 CFR 1930.134).
10. Contractor shall ensure that all Guard personnel have the ability to engage appropriately with mental health clients, de-escalate situations, and operate with sensitivity and professionalism. Training programs such as CPI (Crisis Prevention Institute), Center for Violence Prevention and Self-Defense (CVPSD), or the Hazel Institute (CPI Certificate) focus on the desired skills and behaviors.

L. EQUIPMENT

3. Keys, FOBs and Walkie Talkies
 - h. Any keys issued to security guard personnel must be responsibly maintained and securely stored. Upon separation of Guards, Contractor shall notify TCMHA so that deactivation of security codes and passwords are performed.
 - i. Keys are NOT to be reproduced or replicated under any circumstances.
 - j. Key FOBs are not to be shared between Guards.
 - k. In the event a TCMHA key or FOB is lost or misplaced, please contact the Facilities Manager.
 - l. Contractor shall reimburse TCMHA for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of \$10,000 incurred from lost keys.
 - m. Walkie Talkies shall be checked out from the front desk and used to quickly relay information to onsite Manager and between guards. Walkie Talkies shall be returned to the charging station following the Guard's shift.
 - n. As directed by TCMHA staff and/or made available, security wands or FOBs shall be used on designated scan checkpoints throughout each location or other tracking system such as Track Tik.
4. Contractor's Cell Phones
 - e. Contractor shall provide Guards a company cell phone to be used during their shift.
 - f. All contact information shall be programmed on each phone by TCMHA staff.
 - g. The use of cell phones should only be for TCMHA work related issues while on site.
 - h. The cell phones are to be charged overnight for the next shift OR handed to the overnight guard, if applicable.

EXHIBIT B



CONTRACTOR'S PROPOSAL

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

| | | |
|-------------------|------|-------|
| 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, MA, LMFT, Executive Director | |

| | | |
|-------------------|---------------------------------|----------------------------|
| Date Signature | TCMHA Executive Official’s Name | TCMHA Executive Official’s |
|-------------------|---------------------------------|----------------------------|

DISTRIBUTION:

EXHIBIT D



BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“BAA”) is made as of this _____ day of _____ (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**”) and _____ (“**Business Associate**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

A. Covered Entity 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**”), Business Associate shall provide certain services to Covered Entity. To facilitate Business Associate’s provision of such services, Covered Entity wishes to disclose certain information to Business Associate, some of which may constitute Protected Health Information (“**PHI**”) (defined below).

C. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate 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 Covered Entity to enter into a contract containing specific requirements with Business Associate 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, Covered Entity and Business Associate 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 Covered Entity to Business Associate or created or received by Business Associate on Covered Entity'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. Business Associate 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 Business Associate carries out Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Except as otherwise limited in the Agreement, this BAA, or the Privacy Rule or Security Rule, Business Associate may access, use, or disclose PHI (i) to perform its services as specified in the Agreement; and (ii) for the proper administration of Business Associate, 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 Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate 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 Business Associate 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, Business Associate shall comply with the following requirements: (i) Business Associate 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) Business Associate 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) Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity 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 Covered Entity to Business Associate for services provided pursuant to the Agreement.

C. Appropriate Safeguards. Business Associate 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. Business Associate 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. Business Associate shall provide an initial telephone report to Covered Entity'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 Business Associate 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). Business Associate 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 Business Associate 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), Business Associate shall report to Covered Entity 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, Business Associate shall notify Covered Entity 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 Business Associate: (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 Business Associate 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 Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404.

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

E. Business Associate's Subcontractors and Agents. Business Associate shall ensure that any agents or Subcontractors to whom it provides Protected Information agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI. To the extent that Business Associate creates, maintains, receives or transmits EPHI on behalf of the Covered Entity, Business Associate shall ensure that any of Business Associate'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 Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make Protected Information maintained by Business Associate or its agents or Subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. § 164.524. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity 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 Business Associate maintains a Designated Record Set on behalf of Covered Entity, within ten (10) days of receipt of a request from the Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or Subcontractors shall make PHI available to Covered Entity so that Covered Entity may make any amendments that Covered Entity directs or agrees to in accordance with the Privacy Rule.

H. Accounting Rights. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity 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 Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate 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 Business Associate 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 Business Associate: (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, Business Associate 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 Business Associate 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. Business Associate shall notify Covered Entity 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. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

J. Minimum Necessary. Business Associate (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, Business Associate shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, Business Associate must limit its (and its agents or Subcontractors) uses and disclosures of Protected Information to be consistent with Covered Entity's minimum necessary policies and procedures as furnished to Business Associate.

K. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA or the

HITECH Act if done by Covered Entity or Business Associate. Covered Entity shall not direct Business Associate 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 Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of Business Associate's obligations under this BAA or other Agreement, Covered Entity must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Covered Entity must terminate the applicable Agreement to which the breach and/or violation relates if feasible. If Business Associate 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 agreement with Business Associate, Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, Business Associate must terminate the applicable agreement to which the breach and/or violation relates if feasible.

III. Indemnification; Limitation of Liability.

To the extent permitted by law, Business Associate shall indemnify, defend and hold harmless Covered Entity, its Governing Board, officers, employees and agents from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of Business Associate or its agents, Subcontractors or employees in connection with the representations, duties and obligations of Business Associate 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.

Business Associate shall obtain insurance for itself and all its employees, agents and independent contractors in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of Commercial General Liability insurance and Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Errors and Omissions insurance. The Errors and Omissions insurance shall cover, among other things, Breaches. If the general liability or the errors and omissions insurance do not cover, among other things, Breaches, Business Associate should also carry Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate of Cyber/Privacy insurance that covers, among other things, Breaches. Business Associate shall provide Covered Entity 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, Business Associate shall give written notice thereof to Covered Entity not more than ten (10) days following Business Associate's receipt of such notification. If Business Associate fails to procure, maintain or pay for the insurance required under this section, Covered Entity shall have the right, but not the obligation, to obtain such insurance. In such event, Business Associate shall promptly reimburse Covered Entity for the cost thereof upon written request, and failure to repay the same upon demand by Covered Entity 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 Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

B. Termination.

1. Material Breach by Business Associate. Upon any material breach of this BAA by Business Associate, Covered Entity shall provide Business Associate with written notice of such breach and such breach shall be cured by Business Associate within thirty (30) business days of such notice. If such breach is not cured within such time period, Covered Entity 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, Business Associate shall, if feasible, return or destroy all PHI relating to such agreements that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate 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.

Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreements or this BAA available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its Governing Board, 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 Business Associate 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 Business Associate 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.

Covered Entity is also subject to the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, which requires certain programs to enter into contracts with qualified service organizations (as defined in 42 C.F.R. § 2.11) that may have access to certain patient medical information. Business Associate acknowledges that in receiving, storing, processing, or otherwise dealing with any Records (as defined in 42 C.F.R. Part 2) from Covered Entity, Business Associate is fully bound by 42 C.F.R. Part 2. Business Associate 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. Business Associate and Covered Entity 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. Business Associate shall provide to Covered Entity satisfactory written assurance that Business Associate 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. Covered Entity may terminate the applicable Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, 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 Covered Entity.

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 Covered Entity, Business Associate 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 Covered Entity:

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

If to Business Associate:

With a copy to:

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

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

XII. Interpretation.

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

XIII. Entire Agreement of the Parties.

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

XIV. Regulatory References.

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

XV. Counterparts.

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

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

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Authorized Signature

Print Name

EXECUTIVE DIRECTOR

Printed Title

Date

Name of Business Associate

Authorized Signature

Print Name

Printed Title

Date