



HOPE. WELLNESS. COMMUNITY.

Let's find it together.

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

www.tricitymhs.org

**REQUEST FOR PROPOSALS
(NO. 2024-0601)**

FOR

AUDIT SERVICES

ISSUED

JUNE 3, 2024

Administrative Office

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

Clinical Office / Adult

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

Clinical Office / Child & Family

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

MHSA Administrative Office

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

Wellness Center

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

**REQUEST FOR PROPOSALS
NO. 2024-0601**

OVERVIEW

Contact

Diana Acosta, Chief Financial Officer

Phone: (909) 451-6434

E-mail: dacosta@tricitymhs.org

Summary of Proposal Packet

- Attachment A – RFP Cover Page
- Attachment B - Proposer's References and Subcontractors
- Attachment C - Proposer's Work Process Information
- Attachment D - RFP Exceptions
- Attachment E - Proposer Price Proposal

Proposal Due on or before: **June 10, 2024, 3:30 PM PST:**

- 1) Three (3) printed copies sealed and delivered via mail, overnight, or in person to:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR AUDIT SERVICES"

AND

- 2) E-mail a scanned Proposal Packet (PDF Format), with the RFP Title as the subject heading to JPA Administrator/Clerk at molmos@tricitymhs.org.

Additional Information

- The RFP may be downloaded from TCMHA's website at www.tricitymhs.org, also the Proposal Packet (Attachments A-E) will be available as fillable forms.
- All Proposals must be signed by a duly authorized representative of the agency. All 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.
- Presentation of a recommendation for the Governing Board to award the contract is tentatively scheduled for the Board's **July 17, 2024** meeting. TCMHA reserves the right to make no award of contract.

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

TABLE OF CONTENTS

I. INTRODUCTION1

II. TCMHA PROFILE1

A. Tri-City Mental Health Authority 1

B. The Three Cities: Pomona, Claremont, and La Verne 2

C. TCMHA Operating Budget and Cash Flow Budget 2

III. SCOPE OF SERVICE3

IV. RFP SCHEDULE AND TIMELINE5

V. PROPOSAL REQUIREMENTS6

A. TCMHA Contact During Formal Proposal Process 6

B. Time and Manner of Submission 6

C. Proposal Format 7

VI. AWARD AND AGREEMENT EXECUTION8

A. Proposal Opening 8

B. Proposal Evaluation..... 8

C. Proposal Rejection..... 9

D. Subcontracting..... 9

E. Withdrawal or Modification of Proposals 9

F. Agreement Period..... 9

G. Award of Contract 9

H. Execution of Agreement..... 10

I. Indemnity and Insurance Requirements 10

VII. GENERA PROVISIONS10

A. Independent Contractor 10

B. Contract Term..... 10

C. Public Records – Notice Related to Proprietary/Confidential Data 10

D. Conflict of Interest..... 11

E. Nondiscrimination 11

F. Debarred/Suspended Contractors 11

G. Governing Law and Regulations 11

VIII. DEFINITIONS12

IX. ATTACHMENTS12

A. RFP Cover Page Attachment A

B. Proposer’s References and Subcontractors Attachment B

C. Proposer’s Company Work Process Information Attachment C

D. RFP Exceptions Attachment D

E. Proposer Price Proposal..... Attachment E

F. Sample Independent Contractor Agreement Attachment F

RFP NO. 2024-0601**I. INTRODUCTION**

Tri-City Mental Health Authority (TCMHA) is requesting proposals from qualified firms of certified public accountants to perform an audit of the basic Financial Statements of TCMHA for three fiscal years ending June 30, 2024, 2025, and 2026, with an option to extend for two more years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2024-0601 and must be received by TCMHA as indicated in the **Proposal Requirements**.

II. TCMHA PROFILE**A. Tri-City Mental Health Authority (TCMHA)**

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, Section 6500, et seq. relating to the joint exercise of powers common to public agencies, and the provisions of the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2, Section 5600, et seq., of the Welfare and Institutions Code (WIC) of the State of California, to deliver mental health services to the residents of the three Cities.

Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board ("Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities, each serving without compensation. The Governing Board has the powers common to public agencies as enumerated in the Joint Exercise of Powers Act, and the authority deemed necessary and required for the operation and maintenance of TCMHA to serve those individuals residing in the three Cities. To carry out the TCMHA operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the TCMHA's day-to-day operations. In addition, the Governing Board created a Mental Health Commission (MHC), as specified in Section 5604 of the WIC, made up of citizens of the three Cities, as an advisory body to TCMHA's Governing Board and the Executive Director. The MHC has no policy or budget authority and its members serve in a volunteer capacity, without compensation, and at the pleasure of the Governing Board. Section 5604.2 of the WIC defines certain duties for the MHC.

As a public entity, until 2007, TCMHA's most significant funding stream had been Realignment funds, which are received directly from the State of California. The passage of the Mental Health Services Act (MHSA) in 2004 provided TCMHA, and the entire County Mental Health System in California, the opportunity to transform the delivery of public mental health services. The new and permanent source of revenue for mental health services provided under MHSA required community partners, stakeholders and Counties to develop a shared vision for a renewed system of mental health care in California.

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 has created an integrated system of care

RFP NO. 2024-0601

to ensure access and to enhance the mental and emotional health of its clients. The system provides residents access to a high level of culturally appropriate care when needed as well as less intensive step down service options as appropriate. 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 and engagement.

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; of Casa Colina Hospital and Centers for Healthcare, a nationally renowned medical and rehabilitative care; and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,703 residents and an area of 13.49 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 30,680 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.

C. TCMHA Operating Budget and Cash Flow Budget

TCMHA's 2023-24 Operating Budget total is \$29.5 million and budgeted 200 full-time employees. TCMHA's fiscal year begins July 1st and ends on June 30th.

Fund Structure – TCMHA has one opinion unit. The accounts of TCMHA are organized in a single enterprise (proprietary type) fund and maintained on the accrual basis of accounting.

RFP NO. 2024-0601

Major Sources of Revenue – TCMHA’s operations are funded utilizing three major sources of revenue.

1. 1991 Realignment - initiated in 1991 under the Bronson-McCorquodale Act and funded through California State taxes and Vehicle License Fees to provide mental health services.
2. Medi-Cal (Medicaid) - federal reimbursement on a fee-for-service basis for outpatient mental health services provided to TCMHA clients.
3. Mental Health Services Act (MHSA) - through the passage of Proposition 63 and funded through the imposition of a 1% State income tax on personal income in excess of \$1 million.
4. Grants

Budgetary Basis of Accounting – TCMHA prepares its budget consistent with generally accepted accounting principles.

Pension Plan – TCMHA participates in California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system that acts as a common investment and administrative agent for participating public entities in the State of California.

Computer System – TCMHA contracts Electronic Health Record (EHR) software, Cerner, for its medical records and Medi-Cal Billing; uses Sage 50 Accounting software for general accounting; and payroll processing functions are managed through ADP.

Finance Staff – TCMHA’s finance team is comprised of eight staff: Chief Financial Officer, Controller, Accounting Manager, Revenue/Billing Manager, Sr. Accountant, Accountant, and Program Support Assistants.

Housing – As part of programs to provide housing for those in need, TCMHA participates in various housing programs which include partnering with developers, and leasing and purchase of properties for the purpose of renting and providing living accommodations to TCMHA clients.

More information is available in the Audited Financial Statements for the fiscal year ended June 30, 2023, which is on the TCMHA’s website at <http://www.tricitymhs.org/documents> under General Documents 2023 Financial Statements (PDF).

III. SCOPE OF SERVICES

TCMHA desires the auditor to express an opinion on the fair presentation of TCMHA’s basic financial statements in conformity with generally accepted accounting principles and include the following:

RFP NO. 2024-0601

A. Examination of TCMHA’s Financial Statements

Perform an examination of TCMHA's basic financial statements for the purpose of rendering an opinion thereon. The audit is to be performed in accordance with auditing standards generally accepted in the United states of America, the standards set forth for financial audits contained in Governing Auditing Standards (1994) issued by the Comptroller General of the United States.

B. Limited Audit Procedures Related to RSI

Perform limited audit procedures related to the Required Supplemental Information (RSI), including Management’s Discussion and Analysis (MD&A), and schedule of proportionate share of the net pension liability and schedule of contributions.

C. Consultation and Professional Recommendations

Provide up to 20 hours of consultation and advice regarding generally accepted accounting practices as needed throughout the year to facilitate the audit process, which may include implementation of new GASB statements, as applicable.

D. Reports To Be Issued

Following the completion of the audit of the fiscal year’s financial statements, the auditors shall issue the following reports:

1. An Independent Auditor’s Report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. An Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
3. Communications required by AUC 260 (SAS 114).
4. If Applicable, a separate management letter.

Final report printing and binding shall be the responsibility of the auditor, at no additional cost. Number of bind copies as followed:

Report	Hard Copies	Bind	Electronic Copy
Basic Financial Statements	25	Yes	Yes
Management Letter, if applicable	10	No	Yes

E. Date and Audit May Commence

Audit planning, including all necessary documentation of systems of internal control and compliance and transaction testing should be completed during the interim stage during the month of July to August 2024. It is expected TCMHA will close its books and be ready for the final audit by mid-August 2024. Fieldwork should be completed by September 30, 2024. Changes in the

RFP NO. 2024-0601

time requirements for commencement of audit up to and including final audit reports must be discussed and agreed upon by TCMHA and auditor.

F. Date Reports Are Due

The auditor shall provide all drafts and recommendations for improvements to the Chief Financial Officer within a reasonable time period after the last day of field work. Once all issues of discussion are resolved, the completed financial statements shall be delivered to the Chief Financial Officer. The auditor should be available for at least one Governing Board meeting to present the reports which is expected to be in October of each year, and for 2024, the date will be October 16, 2024.

10/02/2024	Final Financial Statement Comments
10/07/2024	Completed Financial Statements (Issued Report)
10/16/2024	Present to Governing Board for Adoption

G. Working Papers Retention and Access to Working Papers

All working papers and reports must be retained, at the auditors' expense, for a minimum of seven (7) years, unless the firm is notified in writing by TCMHA of the need to extend the retention period. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

IV. RFP AND TIMELINE

A. RFP Schedule

1. Request for Proposal (RFP) Issued: **May 31, 2024**
2. Written Questions Deadline: **June 7, 2024**
3. Response to Written Questions/RFP Addendum Posted: **June 10, 2024**
4. **Proposals Deadline: June 17, 2024, 4:00 PM PST**
5. Interviews: **TBD (Week of June 24, 2024)**
6. Anticipated Award of Contract: **July 17, 2024**
7. Anticipated Commencement of work: TBD, and Approximately **July 29, 2024**

B. Explanation of Timeline

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

2. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 4:00 PM PST **June 7, 2024** (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will

RFP NO. 2024-0601

be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

3. 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 **June 10, 2024**. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. TCMHA reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

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

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

6. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held on-site at a location designated by TCMHA and given the timeline, a virtual meeting may be acceptable.

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

V. PROPOSAL REQUIREMENTS**A. TCMHA Contact During Proposal Process**

During the Proposal process, TCMHA contact shall be Diana Acosta, Chief Financial Officer, (909) 451-6434, e-mail: dacosta@tricitymhs.org.

B. Time and Manner of Submission

1. Three (3) printed copies of the Proposal Packet must be submitted via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA's Administration Office no later than the Closing Time **4:00 p.m., Pacific Time, on June 17, 2024**. Received Proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered Monday – Thursday, between the hours of 8:00 AM and 4:00 PM (PST); excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted. Proposal must be in a sealed envelope, and addressed as follows:

**Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR AUDIT SERVICES"**

RFP NO. 2024-0601**AND**

2. A fully executed Proposal shall be scanned and emailed to molmos@tricitymhs.org no later than **4:00 p.m. (PST), on June 17, 2024.**

C. Proposal Format

It is TCMHA's request that the Proposals be brief and succinct. Information listed 1-8 below (Attachments A-E) to this Proposal Packet are required to be included in the submitted Proposal. If not included, the submitted Proposal will be considered incomplete; and thus, non-responsive. The Proposal shall be submitted in the following format:

1. RFP Cover Page – (**Attachment A**) The cover page shall list the Proposer (owner or person in charge); be signed by the authorized Proposer representative; and it should also include a summary statement regarding the following:

a. A brief description of the Proposer's (firm's) background, qualifications, and experience with similar projects. State the size of the firm, the size of the firms' governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time and on a part-time basis.

b. Provide an organization chart showing all proposed team members or key personnel. Describe the responsibilities of each person on the team and provide the resumes of key personnel proposed to work on the project. Identify the principal and the person in charge who will be in contact with TCMHA.

c. An affirmative statement that Proposer (company/agency/corporation) is independent of TCMHA and that the services to be performed will be in the capacity of independent contractor and not as an officer, agent, or employee of TCMHA. The firm must have no conflict of interest with regard to any other work performed for the entity being audited.

d. Proposer's interest in the services, the understanding of the work to be done, and the commitment to perform the work. Include a detailed description of the methods by which the firm intends to perform the work set forth in the Scope of Services.

e. Stipulate the Proposal is irrevocable for 90 days from the closing date.

f. If the Proposer is a joint venture or consortium, the qualification of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

g. Submit a copy of the report on its most recent external quality control review, with a statement as to whether that quality control review included a review of specific governmental engagements.

RFP NO. 2024-0601

h. Provide information on the results of any federal or state desk reviews of field reviews of its audits during the past three years; and provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with the state regulatory bodies or professional organizations, as well as any pending or settled litigation within the past three years.

2. Proposer's References and Subcontractors (**Attachment B**). Provide at least five (5) recent client references, with contact information, for whom similar or comparable services have been performed. Include the client name, mailing address, location, telephone number, and email addresses, type of work, and other relevant information to allow detailed reference checks. Proposers are responsible for notifying references that TCMHA may be contacting them and for providing any waivers or releases the reference requires prior to submitting a Proposal.

3. Proposer's Company Work Process Information (**Attachment C**). Provide a description of projects which demonstrate the Proposer's ability to complete projects with similar scope of work under this RFP. Also include a written plan detailing the timeline for fieldwork and completion of the audit, and description of tasks to carry out in accomplishing the scope of work, deliverables, and responsibilities under this RFP. TCMHA's general ledger will close and be available to the audit team by August 15th.

4. RFP Exceptions (**Attachment D**). Provide properly completed Exception(s) To Specifications and/or Sample Independent Contractor Agreement (**Attachment F**). If Proposer has no exceptions, then Proposer must check the box, where indicated.

5. Proposer Price Proposal (**Attachment E**). The services shall include a performance and cost schedule for all services necessary to complete this project. The proposal should include a separate all-inclusive cost for each of the three years of the contract, and it should specify the major components, the cost breakdown by major component or phase, and the expected time of completion for each component based on the scope of services outlined in the proposal. The proposal should include, a total proposed, "not to exceed" costs of the services, including a fee and rate schedule describing all charges and hourly rates for services.

VI. AWARD AND AGREEMENT EXECUTION**A. Proposal Opening**

The public opening of Proposals will be held in the TCMHA Administration Building located at 1717 N. Indian Hill Blvd, Suite B, Claremont, CA 91711.

B. Proposal Evaluation

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The Proposals will be reviewed 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

RFP NO. 2024-0601**4. Cost Proposal**

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.

C. Proposal Rejection

TCMHA reserves the right to reject any and all Proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the Proposals; to request and obtain, from one or more of the 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, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

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

E. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposals due date (Closing Date).

F. Agreement Period

The agreement period shall be for the duration of the project, effective on Commencement date. No price increases shall be accepted during the agreement period.

G. Award of a Contract

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

H. Execution of Agreement

By submitting a Proposal (Response), the Proposers agree to be bound to and execute an Independent Contractor Agreement (*Attachment F*) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for TCMHA's consideration. None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with thirty (30) days

RFP NO. 2024-0601

written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

I. Indemnity and Insurance Requirements

The awarded Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (*Attachment F*). 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 Contractor, his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors 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. Contract Term

A three-year contract plus optional extension of two years is contemplated, 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 firm), the concurrence of the Governing Board, and the annual availability of a budget appropriation.

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

Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a Proposal is not acceptable and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket

RFP NO. 2024-0601

statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

D. 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 employed, or contracted agency, by 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.

E. 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.

F. 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 F*).

G. Governing Law and Regulations

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

There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing Proposals in response to this request or for developing and carrying out interview presentations. Any Proposal preparation and/or travel cost in connection with this Proposal is the sole responsibility of the Proposer. All Proposal documents 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

RFP NO. 2024-0601

remedies whatsoever regarding an aspect of this RFP. TCMHA reserves the right to choose any number of qualified finalists to interview.

VIII. DEFINITIONS

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

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

C. Proposer: a person, company, agency, corporation, partnership, or other entity who submits a Proposal.

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

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

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

IX. ATTACHMENTS

<u>Attachment A:</u>	RFP Cover Page
<u>Attachment B:</u>	Proposer's References and Subcontractors
<u>Attachment C:</u>	Proposer's Work Process Information
<u>Attachment D:</u>	RFP Exceptions
<u>Attachment E:</u>	Proposer Price Proposal
<u>Attachment F:</u>	Sample Independent Contractor Agreement

RFP NO. 2024-0601

ATTACHMENT A
RFP COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation)	
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:

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

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

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

RFP NO. 2024-0601

ATTACHMENT B
PROPOSER'S REFERENCES AND SUBCONTRACTORS

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

1. List license(s) and corresponding numbers/classification applicable or required for the Scope of Work of this Proposal:

2. Have you ever operated this business under a different name? Yes _____ No _____.
 If yes, please explain:

3. **On Going Legal Proceedings:** Provide details on any litigation in which you/your company have been the subject of a lawsuit in the past five (5) years. If none, then write "NONE."

4. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:

[Continued on Page 2]

RFP NO. 2024-0601

List references for projects of similar size and scope of work for this Proposal that you/your company are/is currently *working on or has completed* in the last 5 years:

1. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

2. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

3. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

4. Agency Name: _____ Contact Name: _____
 Contact e-mail: _____ Contact Phone: _____
 Scope of Work: _____

 Agreement Amount: _____ Agreement Start/End Date: _____

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

Subcontractors to be utilized, if applicable:

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

RFP NO. 2024-0601

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

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

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

- We **have no** exceptions to any other section of the RFP document or Independent Contractor Agreement.

- We **have** exceptions to the RFP document or Independent Contractor Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

RFP NO. 2023-0601

ATTACHMENT E
PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, cost/pricing submission should follow the format reflected and completed in its entirety. The Proposer should consider the Scope of Services as set forth in **Section III** and as required under **Section V.C.5** of this RFP.

The hourly rates shall include any required overhead or internal administrative services. Overtime, double-time, holiday pay, shall be calculated per the Department of Industrial Relations Prevailing Wage Labor Code, if applicable. Please include the billable hour for time and materials per assigned project manager or employees OR final price at the bottom of your cost proposal as a total not-to-exceed amount to implement the proposal. The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to complete the scope of services or expected number of hours with hourly rate. The cost for the Scope of Services as stated in the Request for Proposals documents shall be a lump sum, as follows:

ITEM	COST PROPOSAL	
	FEE RATES	ALL INCLUSIVE ANNUAL MAXIMUM FEE
PARTNER	\$	\$
MANAGER	\$	\$
STAFF	\$	\$
Miscellaneous (Attach Detailed Description)	\$	\$
FISCAL YEAR 2023-24	\$	\$
FISCAL YEAR 2024-25	\$	\$
FISCAL YEAR 2025-26	\$	\$
FISCAL YEAR 2026-27	\$	\$
FISCAL YEAR 2027-28	\$	\$

Company Name: _____

Name of Authorized Representative: _____

Authorized Representative Signature: _____

Date: _____

RFP NO. 2024-0601

ATTACHMENT F

SAMPLE
INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE
TRI-CITY MENTAL HEALTH AUTHORITY
AND

DATED

RFP NO. 2024-0601

TABLE OF CONTENTS

	<u>Section Page</u>
1. Parties and Date.	1
2. Independent Contractor.	1
3. Scope of Services.	1
4. Performance of Services.	1
5. Subcontractors.	2
6. Time and Location of Work.	2
7. Terms.	2
8. Compensation.	2
9. Termination.	3
10. Licenses.	4
11. Proprietary Information.	5
12. Audits.	5
13. Conflict of Interest.	5
14. General Terms and Conditions.	5
A. Indemnity.	5
B. Insurance.	5
C. Non-Discrimination and Equal Employment Opportunity.	6
D. Prohibition on Assignment.	6
E. Changes to the Agreement.	6
F. Records.	7
G. Business Associate Agreement.	7
H. Contractor Attestation.	7
I. Governing Law, Jurisdiction, and Venue.	7
J. Non-Use of Names.	7
K. No Third Party Beneficiaries.	7
15. Representative and Notice.	7
16. Exhibits.	8
17. Effective Date.	8
18. Entire Agreement.	8
19. Severability.	8
20. Waiver.	8
21. Execution.	9

RFP NO. 2024-0601**AGREEMENT****1. PARTIES AND DATE**

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the _____ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, Suite B, Claremont, California 91711 (hereinafter “TCMHA” or “Authority”) and _____ with its principal place of business at _____ (hereinafter “Contractor”). TCMHA and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. INDEPENDENT CONTRACTOR

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

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Audit Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

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 Audit Services provided to TCMHA under this Agreement without the expressed written permission of TCMHA. Contractor warrants that it is not a Party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement. In addition, Contractor shall provide Audit 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 Agreement, 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.

RFP NO. 2024-0601

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

5. SUBCONTRACTORS

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

6. TIME AND LOCATION OF WORK

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

7. TERMS

The services and materials furnished under this Agreement shall commence on _____ and shall be and remain in full force and effect until the completion of audit services for Fiscal Year ending June 30, 2026; or until amended or terminated in accordance with the provisions of Section 9 below.

8. COMPENSATION

For the full performance of this Agreement:

A. The Contractor will bill based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates.

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

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

RFP NO. 2024-0601

D. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. TCMHA will not accept or compensate Contractor for incomplete goods/services.

9. TERMINATION

This Agreement may be terminated only as follows:

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

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, TCMHA in any such case shall have the power to terminate all or any portion of the contract.

C. Breach. TCMHA, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Audit 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 TCMHA if TCMHA 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 work product to TCMHA, which work product shall be consistent with all progress payments made to the date of termination.

10. LICENSES.

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

RFP NO. 2024-0601**11. PROPRIETARY INFORMATION.**

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

12. AUDITS

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

13. CONFLICT OF INTEREST

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

14. GENERAL TERMS AND CONDITIONS**A. Indemnity.**

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

RFP NO. 2024-0601

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

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

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

a. 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.

b. Errors And Omissions Insurance: \$1,000,000.00 per occurrence, and \$3,000,000 in the aggregate.

c. Workers Compensation Insurance: Minimum statutory limits.

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

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

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

RFP NO. 2024-0601

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

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

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

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

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

F. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be and remain the property of TCMHA. Contractor will be responsible for and maintain such records during the term of this Agreement. Contractor hereby agrees to deliver those documents to TCMHA at any time upon demand of TCMHA. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for TCMHA and are not necessarily suitable for any future or other use. Failure by Contractor to deliver these documents to TCMHA within a reasonable time period or as specified by TCMHA shall be a material breach of this Agreement. TCMHA and Contractor agree that until final approval by TCMHA, all data, reports and other documents are preliminary drafts not kept by TCMHA in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to TCMHA pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by TCMHA as complete, non-exclusive title to copyright of said work for hire shall transfer to TCMHA. The compensation recited in Section 8 shall be deemed to be sufficient consideration for said transfer of copyright. Contractor retains the right to use any project records, documents and materials for marketing of their professional services.

RFP NO. 2024-0601

G. Business Associate Agreement. To the extent necessary, TCMHA will furnish Protected Health Information (PHI) to Contractor (Business Associate) in accordance with all applicable legal requirements to allow Contractor to perform its auditing functions on TCMHA's behalf. Contractor is required to appropriately safeguard the PHI disclosed to it. In accordance with TCMHA's policies and procedures, Contractor will sign a *Business Associate Agreement*, incorporated herein as 'Exhibit C', accepting liability for any breach of ePHI or PHI.

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

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

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

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

15. REPRESENTATIVE AND NOTICE

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

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

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

RFP NO. 2024-0601If to TCMHA:

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 Neither It Nor Any Of Its Staff Members Are Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

Exhibit D: Business Associate Agreement

17. EFFECTIVE DATE

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

18. ENTIRE AGREEMENT

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between Contractor and TCMHA relating to the subject matter of this Agreement.

19. SEVERABILITY

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

20. WAIVER

No delay or omission by TCMHA in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by TCMHA on any one occasion is

RFP NO. 2024-0601

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.

21. EXECUTION.

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

TRI-CITY MENTAL HEALTH AUTHORITY _____, **Contractor**

By: _____
Rimmi Hundal, Executive Director

By: _____
_____, President/Owner

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form:
RICHARDS WATSON & GERSHON LAW

By: _____
Steven L. Flower, General Counsel

RFP NO. 2024-0601**EXHIBIT A****SCOPE OF SERVICE**

Contractor shall express an opinion on the fair presentation of TCMHA's basic financial statements in conformity with generally accepted accounting principles and include the following:

1. Examination of TCMHA's Financial Statements

Perform an examination of TCMHA's basic financial statements for the purpose of rendering an opinion thereon. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in Governing Auditing Standards (1994) issued by the Comptroller General of the United States.

2. Limited Audit Procedures Related to RSI

Perform limited audit procedures related to the Required Supplemental Information (RSI), including Management's Discussion and Analysis (MD&A), and schedule of proportionate share of the net pension liability and schedule of contributions.

3. Consultation and Professional Recommendations

Provide up to 20 hours of consultation and advice regarding generally accepted accounting practices as needed throughout the year to facilitate the audit process, which may include implementation of new GASB statements, as applicable.

4. Reports To Be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditors shall issue the following reports:

- A.** An Independent Auditor's Report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- B.** An Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- C.** Communications required by AUC 260 (SAS 114).
- D.** If Applicable, a separate management letter.

RFP NO. 2024-0601

Final report printing and binding shall be the responsibility of the auditor, at no additional cost. Number of bind copies as followed:

Report	Hard Copies	Bind	Electronic Copy
Basic Financial Statements	25	Yes	Yes
Management Letter, if applicable	10	No	Yes

5. Date and Audit May Commence

Audit planning, including all necessary documentation of systems of internal control and compliance and transaction testing should be completed during the interim stage during the month of July to August 2024. It is expected TCMHA will close its books and be ready for the final audit by mid-August 2024. Fieldwork should be completed by September 30, 2024. Changes in the time requirements for commencement of audit up to and including final audit reports must be discussed and agreed upon by TCMHA and auditor.

6. Date Reports Are Due

The auditor shall provide all drafts and recommendations for improvements to the Chief Financial Officer within a reasonable time period after the last day of field work. Once all issues of discussion are resolved, the completed financial statements shall be delivered to the Chief Financial Officer. The auditor should be available for at least one Governing Board meeting to present the reports which is expected to be October 16, 2024.

10/02/2024	Final Financial Statement Comments
10/07/2024	Completed Financial Statements (Issued Report)
10/16/2024	Present to Governing Board for Adoption

7. Working Papers Retention and Access to Working Papers

All working papers and reports must be retained, at the auditors' expense, for a minimum of seven (7) years, unless the firm is notified in writing by TCMHA of the need to extend the retention period. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

RFP NO. 2024-0601

EXHIBIT B
CONTRACTOR'S PROPOSAL

RFP NO. 2024-0601

EXHIBIT C**BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (“**BAA**”) is made as of this ___ day of _____, 2024 (the “**Effective Date**”) by and between TRI-CITY MENTAL HEALTH AUTHORITY, a Covered Entity (“**Covered Entity**” or “**CE**”) and _____ (“**Business Associate**” or “**BA**”) (each a “**party**” and, collectively, the “**parties**”).

RECITALS

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

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

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

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

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

AGREEMENT**I. Definitions.**

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

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

RFP NO. 2024-0601

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Obligations of Business Associate.

RFP NO. 2024-0601

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

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

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

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

1. Generally. BA shall provide an initial telephone report to CE's Compliance Contact within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which BA becomes aware and/or any actual or suspected access, use, or disclosure of data in violation of the Agreement, this BAA, or any applicable federal or state laws or regulations, including, for the avoidance of doubt, any Security Incident (as defined in 45 C.F.R. § 164.304). BA shall take (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident, and (ii) any action pertaining to such unauthorized access, use, or disclosure required of BA by applicable federal and state laws and regulations.

RFP NO. 2024-0601

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

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

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

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

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

RFP NO. 2024-0601

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

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

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

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

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

RFP NO. 2024-0601

Subcontractor that constitutes a material breach or violation of the agent or Subcontractor's obligations under its BAA or other arrangement with BA, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the applicable agreement to which the breach and/or violation relates if feasible.

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

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

V. Term and Termination.

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

B. Termination.

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

2. Effect of Termination. Upon termination of any of the agreements comprising the Agreement for any reason, BA shall, if feasible, return or destroy all PHI relating to such agreements that BA or its agents or Subcontractors still maintain in any form, and shall

RFP NO. 2024-0601

retain no copies of such PHI. If return or destruction is not feasible, BA shall continue to extend the protections of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

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

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

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

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

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

RFP NO. 2024-0601

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

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

If to BA:

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.

RFP NO. 2024-0601

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

AGREED AND ACCEPTED:

TRI-CITY MENTAL HEALTH
AUTHORITY

Name of Covered Entity

Name of Business Associate

Authorized Signature

Authorized Signature

Rimmi Hundal

Print Name

Print Name

Executive Director

Print Title

Print Title

Date

Date

RFP NO. 2024-0601

EXHIBIT D

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

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 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

Date

TCMHA Executive Official's Name

TCMHA Executive Official's Signature

DISTRIBUTION:

ORIGINAL

COPIES: HR Representative
Contractor
Finance