



**Department of Health and Human Services  
COUNTY OF HUMBOLDT**

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**COUNTY OF HUMBOLDT**

**Request for Proposals – RFP No. DHHS2016-01**

**Provision of Security and/or Secure Transportation Services**

**REQUEST FOR PROPOSALS – NO. DHHS2016-01**  
**PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

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**1.0 DEFINITIONS:**

**1.1 Terms:**

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Health and Human Services.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract regarding the provision of security and/or secure transportation services between County and the Successful Proposer(s).
- D. **Proposer.** As used herein, the term “Proposer” refers to any individual, agency, firm or company submitting a Proposal in response to this Request for Proposals.
- E. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in accordance with this Request for Proposals to provide an ongoing service for a specified sum of money.
- F. **Sempervirens.** As used herein, the term “Sempervirens” refers to County’s inpatient psychiatric health facility for individuals who have serious and persistent mental illness that need acute psychiatric care.
- G. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the individual, agency, firm or company that County chooses to enter into a final Professional Services Agreement with after the selection process set forth in this Request for Proposals has been completed.

**1.2 Abbreviations:**

- A. **DHHS.** As used herein, the abbreviation “DHHS” refers to the Humboldt County Department of Health and Human Services.
- B. **MAB.** As used herein, the abbreviation “MAB” refers to the Management of Assaultive Behavior.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of security and/or secure transportations services.

**2.0 INTRODUCTION:**

**2.1 Statement of Purpose:**

The County of Humboldt (“County”), by and through its Department of Health and Human Services (“DHHS”), is issuing this Request for Proposals (“RFP”) to solicit Proposals for the provision of security and/or secure transportation services within Humboldt County. Successful Proposer(s) must have the ability to provide trained, experienced Security Guards and/or Secure Transportation

Personnel on short notice twenty four (24) hours per day, seven (7) days per week. Service hours, locations and number of assigned Security Guards and/or Secure Transportation Personnel may be increased or decreased at any time during the term of the final Professional Services Agreement(s) between County and the Successful Proposer(s).

Information received as part of Proposals submitted in response to this RFP shall be objectively evaluated to determine those businesses best qualified to provide the security and/or secure transportation services set forth herein. This is a non-binding solicitation for such services.

## **2.2 Overview of the Proposal Process:**

Each Proposer may submit a Proposal for the provision of either security services or secure transportation services, or submit separate Proposals for both security and secure transportation services. A sample Professional Services Agreement that includes a combined Scope of Work for both security and secure transportation services by a single firm is attached hereto as Attachment D. Separate sample Professional Services Agreements for both security and secure transportation services are attached to this RFP as Attachment E and Attachment F, respectively.

## **2.3 Overview of Services:**

- A. **Security Services.** The Successful Proposer will be responsible for the security of the employees, clients, patients and other service recipients at the DHHS – Social Services facilities, the DHHS – Administration offices, the DHHS – Mental Health facilities, the DHHS-Public Health buildings and other DHHS offices and buildings located throughout Humboldt County, including, without limitation, Hoopa, Willow Creek and Garberville. The Successful Proposer will also be responsible for the overall security of the DHHS – Social Services' buildings complex located in Eureka, California.
- B. **Secure Transportation Services.** The Successful Proposer shall provide secure transportation services for DHHS patients and clients, on an as-needed basis, both within and outside of Humboldt County. Secure Transportation services for any DHHS patient and/or client shall be performed according to the requirements, standards and protocols set forth in is this RFP and the sample Professional Services Agreements attached hereto.

## **3.0 PRELIMINARY SCOPE OF SERVICES:**

This section only presents a preliminary scope of services to generally communicate County's expectations for the provision of security and/or secure transportation services. A final scope of services will be developed by County and the Successful Proposer(s). All Proposers will be held strictly to the requirements, standards and protocols set forth in this RFP and the sample Professional Services Agreements attached hereto. Such requirements, standards and protocols will be incorporated into the final Professional Services Agreement(s) between County and the Successful Proposer(s).

### **3.1 Security Services:**

#### **A. Scope of Security Services to be Provided at All DHHS Facilities.**

- 1. The Successful Proposer shall furnish an adequate number of uniformed Security Guards to provide security services at the following DHHS facilities:

- a. DHHS – Social Services main office and adjacent buildings located at:
    - i. 929 Koster Street, Eureka, California;
    - ii. 537 W. Washington Street, Eureka, California;
    - iii. 445 W. Washington Street, Eureka, California;
    - iv. 600 W. Clark Street, Eureka, California;
    - v. 638 W. Clark Street, Eureka, California;
    - vi. 2440 Sixth Street, Eureka, California; and
    - vii. Such other DHHS – Social Services facilities, as County shall determine.
  - b. DHHS – Administration offices located at 507 F Street, Eureka, CA.
  - c. DHSS – Public Health facilities located at 529 I Street, Eureka, CA.
  - d. DHSS – Mental Health main office and psychiatric facilities located at 720 Wood Street, Eureka, CA.
2. The Successful Proposer shall provide security services on a scheduled and as-needed basis, with a minimum of twenty four (24) hours notice, in a manner consistent with the requirements and standards set forth in this RFP and the sample Professional Services Agreements attached hereto. The exact number, principal posts and hours of duty of Security Guards shall be as directed from time to time by County.
  3. The Successful Proposer shall provide emergency security services on an on-call basis.
  4. The Successful Proposer shall, as possible, provide the same Security Guards at the same location each day. When a Security Guard is unavailable, the Successful Proposer shall immediately supply a substitute Security Guard.
  5. Security Guards shall be responsible for: closing and locking all designated doors, gates and windows; turning off all designated office equipment, appliances and building exhaust systems; ensuring that only County employees, and other persons approved by County, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by County.
  6. Security Guards may, at County's request, be responsible for setting and/or disarming building alarm systems.
  7. Security Guards shall refer all questions of eligibility for County programs to appropriate County staff. Guards shall not assist clients in filling out County forms.

**B. Schedule of Security Services.**

1. The Successful Proposer shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 7:00 a.m. to 8:00 p.m., Saturday 8:00 a.m. to 5:00 p.m., Pacific Standard Time (“PST”) with on-call coverage during after-hours,

weekends, emergencies, or such other schedule as County may approve. The Successful Proposer may be required to provide security services at DHHS – Social Services facilities on county holidays.

2. The Successful Proposer shall provide security services at designated DHHS – Administration offices on an as-needed basis, with a minimum of twenty four (24) hours notice. The Successful Proposer will not be required to provide security services at DHHS – Administration offices on county holidays.
3. The Successful Proposer shall provide security services at designated DHHS – Public Health facilities on an on an as-needed basis, with a minimum of twenty four (24) hours notice. The duration of security services to be provided, and the exact number of Security Guards needed at DHHS – Public Health facilities shall be as directed by County.
4. The Successful Proposer shall provide security services at designated DHHS – Mental Health facilities from 7:00 p.m. to 7:00 a.m. (PST), Monday through Friday or such other schedule as County may approve. The Successful Proposer may be required to provide security services at DHHS – Mental Health offices on County holidays.

### **3.2 Secure Transportation Services:**

The Successful Proposer shall furnish an adequate number of uniformed Secure Transportation Personnel to provide secure transportation services for DHHS patients and clients on an as-needed basis both within and outside of Humboldt County. All secure transportation of DHHS patients and/or clients shall be performed according to the requirements, standards and protocols set forth in this RFP and the sample Professional Services Agreements attached hereto.

## **4.0 REQUIREMENTS STATEMENT:**

### **4.1 Performance Standards Pertaining to Security and Secure Transportation Services:**

#### **A. Duties and Obligations of Successful Proposer.**

1. The Successful Proposer(s) shall ensure that the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all standard and special instructions provided by County.
2. The Successful Proposer(s) will have the sole responsibility of paying the salaries, taxes and all other expenses relating to all Security Guards and/or Secure Transportation Personnel employed thereby. All Security Guards and/or Secure Transportation Personnel responsible for providing the security and/or Secure Transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto shall be employees of the Successful Proposer(s) and shall at all times be subject to the direct supervision and control of the Successful Proposer.
3. The Successful Proposer(s) shall be available at all times to report to, and confer with, County staff regarding the provision of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.

The Successful Proposer(s) shall meet with County staff on a monthly basis to discuss the security and/or secure transportation services being provided thereby.

4. The Successful Proposer(s) shall provide County with sufficient proof that a background check has been completed for all Security Guards and/or Secure Transportation Personnel that will be providing the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto. The Successful Proposer(s) may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records checks and drug screening that it deems appropriate in screening Security Guards and/or Secure Transportation Personnel.
5. County reserves the absolute right to reject any Security Guard or Secure Transportation Personnel for any reason by submitting written notification to the Successful Proposer(s). In the event of such a rejection, the Successful Proposer(s) shall immediately remove that employee from the performance of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto, and fill the vacant Security Guard or Secure Transportation Personnel position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between County and the Successful Proposer(s).
6. The Successful Proposer(s) shall, upon County's request, furnish County with daily time sheets covering all of the time spent by Security Guards and/or Secure Transportation Personnel providing the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.
7. The Successful Proposer(s) shall ensure that all Security Guards and/or Secure Transportation Personnel are given all required breaks and lunch periods in accordance with all applicable local, state and/or federal labor laws and regulations. County shall not be responsible for reimbursing the Successful Proposer(s) for time spent by Security Guards and/or Secure Transportation Personnel at lunch.
8. The Successful Proposer(s), unless directed otherwise by County, shall ensure that all Security Guards and/or Secure Transportation Personnel are completely outfitted with a uniform, a badge bearing the name of the Successful Proposer(s) as well as the employee's name and identification number and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. The Successful Proposer(s) shall ensure that all Security Guards and Secure Transportation Personnel are adequately trained in the use of all equipment necessary to provide the security and secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.
10. The Successful Proposer(s) shall not make copies of any County-issued keys that are used in the provision of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.
11. The Successful Proposer(s) and its agents, officers, officials and employees, including, without limitation, Security Guards and/or Secure Transportation Personnel, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary in the course of providing the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.

12. The Successful Proposer(s) and its agents, officers, officials and employees, including, without limitation, Security Guards and/or Secure Transportation Personnel, shall not disclose confidential medical information or personally identifiable client information, except as required by law.
13. The Successful Proposer(s) and its agents, officers, officials and employees, including, without limitation, Security Guards and/or Secure Transportation Personnel, shall not access any confidential proprietary information or records, including, but not limited to information which concerns County's patients, treatment methods, operations and costs ("Proprietary Information"), except as is absolutely necessary in the course of providing the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.
14. The Successful Proposer(s) and its agents, officers, officials and employees, including without limitation, Security Guards and/or Secure Transportation Personnel, shall not disclose, use or copy Proprietary Information without first obtaining County's express written consent.
15. The Successful Proposer(s) and its agents, officers, officials and employees, including without limitation, Security Guards and/or Secure Transportation Personnel, shall not provide the names of DHHS staff to any person or organization without first obtaining County's express written consent.

**B. Qualifications and Duties of Security Guards and Secure Transportation Personnel.**

1. Security Guards and Secure Transportation Personnel must successfully complete the Successful Proposer's pre-employment screenings, including, but not limited to, fingerprinting, reference checks, criminal records checks and drug screening.
2. Security Guards and Secure Transportation Personnel must be CPR certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, Security Guards and Secure Transportation Personnel shall perform basic first aid and/or CPR prior to arrival of emergency personnel.
3. Security Guards and Secure Transportation Personnel must have earned, at a minimum, a high school diploma or GED equivalent.
4. All Security Guards and Secure Transportation Personnel must possess an active California Driver's license without legal restrictions, and provide County, upon request, with any and all California Department of Motor Vehicle reports evidencing a satisfactory driving record.
5. Security Guards and Secure Transportation Personnel shall comply with the requirements and standards set forth in this RFP and the sample Professional Services Agreements attached hereto, any additional written requirements and standards agreed upon by County and the Successful Proposer(s), and any other special instructions, oral or written, that may be issued from time to time by designated employees of County.
6. Security Guards and Secure Transportation Personnel shall notify County staff of any problems or concerns regarding the provision of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto. Security Guards and Secure Transportation Personnel shall allow County staff to

work with the Successful Proposer(s) to formulate a plan to address such problems or concerns prior to taking any corrective actions.

7. Security Guards and Secure Transportation Personnel shall be available for all applicable training provided by County, in addition to any training provided by the Successful Proposer(s). Time spent at such training provided by County shall be at County's expense, and will be considered paid time for which the Successful Proposer(s) will be reimbursed according to the rates mutually agreed upon by County and the Successful Proposer(s). Time spent at training provided by the Successful Proposer(s), either directly or indirectly, shall be at the Successful Proposer's expense.
8. Security Guards and Secure Transportation Personnel shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Security Guards and Secure Transportation Personnel shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Security Guards and Secure Transportation Personnel shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing threats of violent or aggressive behavior and appropriately responding thereto in accordance with County's emergency response protocols.
11. Security Guards and Secure Transportation Personnel shall attempt to prevent injury to County staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. County may, at its sole discretion, require Security Guards and Secure Transportation Personnel to complete an hourly operating log, incident reports and other similar documents.
13. Security Guards and Secure Transportation Personnel shall not smoke while on duty. Security Guards and Secure Transportation Personnel shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty.
14. Security Guards and Secure Transportation Personnel shall not drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
15. Security Guards and Secure Transportation Personnel shall not have visitors or be accompanied by pets while on duty. Security Guards and Secure Transportation Personnel shall avoid casual conversation with County clients and staff except as necessary to provide the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements Attached hereto. Security Guards and Secure Transportation Personnel shall not fraternize, or become overly friendly, with County clients or staff. Telephone calls made or received by Security Guards and Secure Transportation Personnel while on duty shall be restricted to business and emergency related matters.

16. Security Guards and Secure Transportation Personnel must show a visible presence in their assigned areas, and shall not leave such areas until relieved by the Successful Proposer(s).
17. Security Guards and Secure Transportation Personnel must take all breaks and lunch periods away from assigned service areas.
18. Security Guards and Secure Transportation Personnel shall not use County office equipment or appliances without County's prior approval.
19. Security Guards and Secure Transportation Personnel shall not use County telephones, except as specifically needed to provide the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements Attached hereto.
20. Security Guards and Secure Transportation Personnel shall not bring any type of electronic equipment, device, machine or appliance for personal use onto County property without County's prior approval. While on duty, Security Guards and Secure Transportation Personnel shall not use any type of electronic equipment, device, machine or appliance for personal use.
21. Security Guards and Secure Transportation Personnel shall not remove any property belonging to County from County premises.
22. Security Guards and Secure Transportation Personnel shall not accept any gratuities from County staff, County clients or any other member of the public.
23. All Security Guards and/or Secure Transportation Personnel shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

#### **4.2 Performance Standards Pertaining Specifically to Security Services:**

- A. **Security Services Provided at DHHS – Social Services Facilities.** Security Guards assigned to DHHS – Social Services facilities may be armed with handcuffs, batons and chemical mace or pepper spray at the discretion of the Successful Proposer. Security Guards shall be fully trained in the use of such equipment, and the use of physical force, with or without these devices, must be kept to an absolute minimum.
- B. **Security Services Provided at DHHS – Mental Health Facilities.**
  1. Security Guards assigned to DHHS – Mental Health facilities must complete the Management of Assaultive Behavioral ("MAB") training utilized by County prior to providing security services at such facilities. Security Guards will not routinely be a part of the Humboldt County MAB Team, but may serve as backup personnel at the discretion of the MAB Team or law enforcement. Only Security Guards who have been designated as backup personnel by the Humboldt County MAB Team or law enforcement may assist with patient hold downs.
  2. Security Guards shall comply with the policies, procedures and protocols for security services performed at the DHHS – Mental Health Crisis Unit and Sempervirens set forth

in the sample Professional Services Agreements attached hereto, including, without limitation:

- a. Security Guards assigned to DHHS – Mental Health facilities shall wear plain clothes suitable to the provision of the security services set forth in this RFP and sample Professional Services Agreements attached hereto, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
- b. Security Guards assigned to DHHS – Mental Health facilities are to report to, and take direction from, the Charge Nurse at such facilities or a designee thereof.
- c. Security Guards assigned to DHHS – Mental Health facilities shall sign in and out each time he or she enters and leaves such facilities.

**4.3 Performance Standards Pertaining Specifically to Secure Transportation Services:**

- A. **Secure Transportation Services Provided to all DHHS Patients and Clients.** Any and all vehicles used to transport DHHS patients and/or clients shall be partitioned and meet any and all applicable safety standards issued by the Occupational Safety and Health Administration. Such vehicles shall also be regularly maintained and in good operational condition prior to the transportation of any DHHS patients and/or clients.
- B. **Secure Transportation Services Provided to DHHS – Mental Health Patients.**
  1. Secure Transportation Personnel assigned to transport DHHS – Mental Health patients must complete the MAB training utilized by County prior to providing secure transportation services.
  2. Secure Transportation Personnel shall comply with the policies, procedures and protocols for secure transportation services provided to DHHS – Mental Health patients set forth in the sample Professional Services Agreements attached hereto, including, without limitation:
    - a. Secure Transportation Personnel shall not use force or items of control, including, but not limited to, handcuffs and leg restraints, on the patient.
    - b. Secure Transportation Personnel shall not leave patients unattended in a secure transport vehicle, at any time during transportation, for any reason.
    - c. Patients will normally be provided with food during transport as authorized by the treating physician for the transport. If patients are not provided with food, Secure Transportation Personnel shall be responsible for ensuring that the patient receives three meals per day and snacks. Receipts will be required to obtain reimbursement for the actual cost of food purchased for the patient during transport.
    - d. In warm and hot weather, Secure Transportation Personnel shall take all of the following measures in order to ensure patient safety:
      - i. Park secure transport vehicles in the shade any time patients will be in such vehicle for a period of five (5) minutes or more.

- ii. Lower all windows in the secure transport vehicle three (3) to four (4) inches any time such vehicle is stopped or parked to provide ventilation without air-conditioning.
- iii. Ensure that patients are given at least eight (8) ounces of water per hour, unless ordered otherwise by the treating physician.
- e. If a female patient, either adult or minor, is being transported, at least one member of the Secure Transportation Personnel must be female and be in direct contact with the patient at all times.
- f. If a medical, behavioral or other emergency occurs during transport, Secure Transportation Personnel must contact the appropriate party for assistance, including, without limitation, the DHHS – Mental Health Crisis Unit, law enforcement and/or a local hospital to request an ambulance.

**5.0 SCHEDULE OF EVENTS:**

The following schedule of events represents County’s best estimate of the schedule that shall be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. PST.

County hereby reserves the right, at its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals. Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
Release of RFP:	March 1, 2016
Deadline for Submission of Questions: Email: <a href="mailto:MTucker@co.humboldt.ca.us">MTucker@co.humboldt.ca.us</a>	March 15, 2016
Deadline for Responses to Questions:	March 22, 2016
Deadline for Proposals to be Received:	4:00 P.M. PST, March 29, 2016
RFP Evaluation Process:	April 4-18, 2016
Recommendation of Award to County Board of Supervisors (Agenda Item):	June 14, 2016
Finalization of Professional Services Agreement:	June 21, 2016
Start Date of Professional Services Agreement:	July 1, 2016

**6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:**

**6.1 Proposal Submission:**

Proposers shall prepare and submit one (1) original and six (6) copies of the Proposal(s) by 4:00 p.m. PST, March 29, 2016. Proposals shall be signed by an authorized agent of the Proposer, and must be placed in a sealed envelope clearly marked as RFP No. DHHS2016-01 along with the name and address of the Proposer and the closing date and time for submission of Proposals. Proposals shall be delivered or mailed to:

COUNTY: Humboldt County DHHS – Contract Unit  
Attention: Michelle Tucker  
507 F Street  
Eureka, CA 95501  
Email: [MTucker@co.humboldt.ca.us](mailto:MTucker@co.humboldt.ca.us)

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened.

Time is of the essence, and any Proposal received after the above-referenced time and date for submittal, whether by mail or otherwise, will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal(s) is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFP precludes County from extending the deadline for submission of Proposals, or from requesting additional information at any time during the Proposal evaluation process.

**6.2 Withdrawal of Submitted Proposals:**

A Proposer may withdraw its Proposal(s) at any time prior to the date and time specified for Proposal submission by submitting a written notification of withdrawal signed by the Proposer or an authorized representative thereof. The Proposer must, in person, retrieve the entire sealed submission package. Proposals will become County's property after the submission deadline has passed.

**6.3 Proposal Modification:**

Any Proposer who wishes to make modifications to a submitted Proposal(s) must withdraw its initial proposal as required by this RFP. All handwritten modifications must be made in ink and properly initialed by the Proposer's authorized representative. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the designated deadline for submission of Proposals in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

**6.4 Proposer Investigations:**

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain its ability to perform the security and/or secure transportation services, and comply with the requirements and standards, set forth in this RFP and the sample Professional Services Agreements attached hereto. In addition, each Proposer shall verify any representations made by County that the Proposer will rely upon. Failure to make such investigations and examinations will not relieve the Successful Proposer(s) from its obligation to comply with all provisions and requirements set forth in this RFP and the sample Professional Services Agreements. In addition, a Proposer's lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Proposer.

**6.5 Expenses Incurred in Preparing the Proposals:**

County accepts no responsibility for, and shall not pay, any costs or expenses resulting from, or associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal(s). Such expenses are to be borne exclusively by the Proposer.

## **6.6 Right of County to Reject Proposals:**

County reserves the right to reject any and all Proposals or to waive, at its discretion, any irregularity, which County deems reasonably correctable or otherwise not warranting rejection of a Proposal.

## **6.7 Public Records and Trade Secrets:**

All Proposals and materials submitted in response to this RFP shall become County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq.

This RFP and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of the Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Specifically identified proprietary information will not be released, if the Proposer agrees to indemnify and defend County in any action brought to disclose such information. By submitting such information, the Proposer agrees that County's failure to contact Proposer prior to the release of such proprietary information will not be a basis for liability by County, or any employee thereof.

## **6.8 Conflict of Interest:**

By submitting a Proposal in response to this RFP, Proposer warrants and covenants that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or assist in procuring the final Professional Services Agreement resulting from this RFP process, nor that any such person will be employed in the performance of such Professional Services Agreement without immediate divulgence of such fact to County.

## **7.0 REQUIRED FORMAT OF PROPOSALS:**

### **7.1 General Instructions and Information:**

A. **Content Requirements.** In order for Proposals to be considered for award by County, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the standards and specifications set forth in this RFP and contain all required attachments, including, without limitation, a signed and completed Signature Affidavit.
2. Proposals must be complete and specific unto themselves. For example, "*See Enclosed Manual or Brochure*" will not be considered an acceptable response.
3. Proposals must be concise and to the point. Costly bindings, color plates and glossy brochures are not necessary or recommended.
4. All information, statements, letters and other documentation and attachments required by this RFP must be included in the original Proposal and each copy thereof.

5. Receipt of all Addenda to this RFP, if any, must be acknowledged on the bottom of the RFP Signature Affidavit sheet attached to the original Proposal and each copy thereof.

**B. Presentation Requirements.** In order for Proposals to be considered for award by County, all of the following conditions must be satisfied:

1. Proposals must be typewritten and not be any more than twenty (20) pages in length.
2. Proposals must be uniformly typed in twelve (12) point font on standard letter size (8 ½" x 11") white paper, single or double sided, with
  - a. Each section clearly titled.
  - b. Each page consecutively numbered, including all attachments.
  - c. Each page having 1.25" margins.
  - d. Each page being clean and suitable for copying.

**C. Formatting Requirements.** In order to be considered for award by County, Proposals shall follow the format outlined herein. Failure to follow this format may result in the rejection of the Proposal. Each Proposal shall consist of the following sections:

- 1.0 Cover Letter
- 2.0 RFP Signature Affidavit
- 3.0 Proposal Table of Contents
- 4.0 Business Profile
- 5.0 Quality Assurance Capabilities
- 6.0 Cost Proposal
- 7.0 Documentation
- 8.0 References
- 9.0 Evidence of Insurability/Business Licenses
- 10.0 Exceptions, objections and Requested Changes
- 11.0 Required Attachments

## **7.2 Cover Letter:**

In one (1) page or less, describe Proposer's entity and summarize Proposer's qualifications, experience and vision for providing the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.

## **7.3 RFP Signature Affidavit:**

Each Proposal must contain a signed and completed RFP Signature Affidavit which is attached to this RFP as Attachment A. The RFP Signature Affidavit must be signed by an authorized representative. Signature authorization on the RFP Signature Affidavit shall constitute a warranty, the falsity of which shall entitle County to pursue any remedy authorized by law, including but not limited to, the termination of any Professional Services Agreement resulting there from. Receipt of all Addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit.

#### 7.4 **Proposal Table of Contents:**

Proposals shall include a comprehensive table of contents that identifies submitted material by sections 1.0-11.0 in the order listed above and any subsections thereof with sequential page numbers.

#### 7.5 **Business Profile:**

Proposals shall include a clear and concise narrative which identifies the Proposer's ability to provide the security and/or secure transportation services specified in this RFP and the sample Professional Services Agreements attached hereto.

A. **Company Overview.** The Business Profile must include an overview of the business structure and operation of Proposer's firm. The company overview should include, at a minimum the following items:

1. The Proposer's business name, physical location, mission statement, legal business status, such as partnership, corporation, limited liability company or sole proprietorship, and the Proposer's current staffing levels.
2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
  - a. The history of the Proposer's firm, including the date when the Proposer's firm was founded and how the Proposer fosters innovation and high quality performance.
  - b. The number of years the Proposer has been operating under the present business name, and any prior business names under which the Proposer has conducted security and/or secure transportation services equivalent to those set forth in this RFP and the sample Professional Services Agreements attached hereto.
  - c. The number of years the Proposer has been providing security and/or secure transportation services equivalent to those set forth in this RFP and the sample Professional Services Agreements attached hereto.
  - d. The total number of government agencies for which the Proposer has provided security and/or secure transportation services equivalent to those set forth in this RFP and the sample Professional Services Agreements attached hereto.
3. A detailed description of any fraud convictions related to public contracts, if applicable.
4. A detailed description of any current or prior debarments, suspension or other ineligibility to participate in public contracts, if applicable.
5. A detailed description of any violations of local, state and/or federal industry or regulatory requirements, if applicable.
6. A detailed description of any controlling or financial interest Proposer's firm has in any other firms or organizations, or whether Proposer's firm is owned or controlled by any other firm or organization. If Proposer does not hold a controlling or financial interest in any other firms or organizations, that must be stated.

**B. Statement of Qualifications.** The Business Profile must include a statement of qualifications regarding Proposer's ability to provide the security and/or secure transport services set forth in this RFP and the sample Professional Services Agreements attached hereto. The statement of qualifications should include, at a minimum, the following items:

1. The number of staff that will be providing security and/or secure transportation services to County.
2. Identification of the Proposer's management team and key personnel, including an organizational chart and resumes of each representative.
3. A detailed summary of the qualifications and experience of staff members who will provide the proposed security and/or secure transportation services, including job titles, responsibilities, special training, licenses, certifications and experience with other public agencies.

#### 7.6 Quality Assurance Capabilities:

**A. Description of Services.** Proposals shall include an overview of how the security and/or secure transportation services provided by the Proposer will comply with the requirements set forth in this RFP and the sample Professional Services Agreements attached hereto. The description of services portion of the Proposal should include, at a minimum, the following items:

1. A detailed description of how the security and/or secure transportation services will be performed.
2. A detailed description of any security and/or secure transportation services set forth in this RFP or the sample Professional Services Agreements attached hereto that will not be included in the services provided by Proposer and the reason for the exclusion of such services.
3. A detailed description of any procedural enhancements that Proposer believes may add value to the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.

**B. Project Understanding and Approach.** Proposals shall include an overview of Proposer's policies and procedures regarding quality control. The overview should include, at a minimum, the following items:

1. A detailed description of Proposer's specific management expertise that ensures satisfactory performance of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.
2. A detailed description of the expected communication channels between Proposer and County to ensure that services will be performed to County's satisfaction, including, without limitation, how potential problems will be solved.

#### 7.7 Cost Proposal:

**A. Price Quotes.** Proposals shall include an itemized list of the costs for all of the security and/or secure transportation services that will be provided by Proposer. In providing cost information,

staffing levels and hourly rates shall be provided. Cost information shall be presented in a form substantially similar to the Cost Proposal Form attached hereto as Attachment B. In addition to the above-referenced cost information, Proposals should also include a detailed summary of the pricing data submitted therein.

**B. General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:

1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of March 29, 2016.
2. Price quotes shall include any and all payment incentives available to County at the time the Proposal is submitted.
3. Price quotes shall include any exception, deviation and clarifications pertinent to the security and/or secure transportation services that will be provided by Proposer that may assist in the evaluation of such price quotes.

#### **7.8 Documentation:**

Proposals shall include a detailed description of all invoices and any other pertinent documents that will be used to facilitate the terms and conditions of this RFP and the sample Professional Services Agreements attached hereto. Samples of each document described the documentation section of the Proposal shall be attached to the original Proposal and each copy thereof.

#### **7.9 References:**

- A. **Reference Data Sheet.** Proposals shall include a Reference Data Sheet containing present and past performance information from a minimum of three (3) former clients, preferably government agencies. A Reference Data Sheet is attached to this RFP as Attachment C.
- B. **Required Information.** The performance information provided with each reference must be clearly correlated to the security and/or secure transportation services and requirements set forth in this RFP and the sample Professional Services Agreements attached hereto. Each reference must include, at a minimum, the following items:
  1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
  2. The dates of work performed for each referenced client.
  3. A detailed description of the scope of services performed for each referenced client, including, without limitation, the time period in which such services were delivered.
  4. A verification that all information provided in the Reference Data Sheet is true and correct to the best of Proposer's knowledge.

#### **7.10 Evidence of Insurability and Business Licenses:**

All Proposers shall submit evidence of eligibility for all insurances required by the sample Professional Services Agreements attached hereto. Upon the award of a Professional Services Agreement the Successful Proposer will have ten (10) calendar days to produce certificates of the

required insurance, including a certified endorsement naming County as additional insured. Additional insurance should not be purchased until a Professional Services Agreement has been awarded.

In addition all Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.

#### **7.11 Exceptions, Objections and Requested Changes:**

Proposers should carefully review the terms and conditions of this RFP and the sample professional Services Agreements attached hereto. Any exceptions, objections or requested changes to any portion of this RFP or the sample Professional Services Agreements attached hereto shall be clearly stated and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and paragraph number of the referenced portion of this RFP or sample Professional Services Agreements attached hereto.

Protests based on any exception, objection or requested change shall be considered waived and invalid by County if the exception, objection or requested change is not clearly identified and adequately explained in the Proposal.

#### **7.12 Required Attachments:**

In order to be considered for award by County, Proposals must contain each of the following attachments:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Reference Data Sheet** (See Section 7.9)
- **Attachment 4 – Sample Documentation** (See Section 7.8)
- **Attachment 5 – Staff Resumes** (key management staff only)

Failure to include the above-reference attachments may result in the rejection of the Proposal.

### **8.0 EVALUATION CRITERIA:**

After the Proposals are received and opened by County, County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto. County may also investigate qualifications of all Proposers to whom an award of the final Professional Services Agreement is contemplated. In doing so, County may request clarifications of Proposals directly from one or more Proposers.

In evaluating the Proposals, County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 20 points:** Proposer's ability to meet the service requirements and standards set forth in this RFP and the sample Professional Services Agreements attached hereto.

- **Company Profile and References – 10 points:** Proposer's experience in providing security and/or secure transportation services for government agencies of comparable size.
- **Staffing Levels – 20 points:** Proposer's ability to provide staff from currently maintained rosters of qualified, trained Security Guards and Secure Transportation Personnel.
- **Location – 15 points:** Proposer's ability to provide staff from offices located in Humboldt County.
- **Commencement of Services – 15 points:** Proposer's ability to start providing the security and/or secure transportation services set forth in this RFP and sample Professional Services Agreements attached hereto by the date currently scheduled as the Professional Services Agreement start date.
- **Overall Cost of Services – 10 points:** Total cost to provide the security and/or secure transportation services set forth in this RFP and sample Professional Services Agreements Attached hereto.
- **Other Criteria – 10 points:** Overall impression of Proposer's ability to provide the security and/or secure transportation services set forth in this RFP and sample Professional Services Agreements attached hereto.

All Proposals will be evaluated by an RFP Evaluation Committee made up of County staff members. Proposers may be requested to make presentations in accordance with direction from County. Any delay caused by a Proposer's failure to respond to direction from County may lead to a rejection of the Proposal(s). All contacts made with County during the evaluation and selection process shall be through DHHS-Contract Unit Administrative Services Officer, Michelle Tucker (see Section 11.0 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in disqualification of the Proposal(s).

The evaluation and selection process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of Professional Services Agreements, if made by County, will be based upon a total review and evaluation of each Proposal and the projected costs associated therewith.

County reserves the right, at its sole discretion, to request clarifications of Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by County and shall be held after all Proposals have been reviewed. If clarifications are made as a result of such discussions the Proposer shall put such clarifications in writing. Conflict resolution shall be handled by County staff upon receiving a written statement from the Proposer about the procurement process.

Following the conclusion of the evaluation and selection process, the RFP Evaluation Committee will present the evaluation results to the Humboldt County Board of Supervisors for review and approval. County staff will notify each Proposer of the acceptance or rejection of their Proposal(s).

## **9.0 CONTRACT DEVELOPMENT:**

### **9.1 Award of Professional Services Agreement(s):**

The Successful Proposer(s) will be awarded a Professional Services Agreement(s) with County. The term of the Professional Services Agreement(s) for the provision of security and/or secure transportation services shall commence upon execution and shall continue for a period of two (2) years. The final Professional Services Agreement(s) shall be substantially similar to the sample Professional Services Agreements attached hereto, and is subject to approval by the Humboldt County Counsel, Risk Manager and Board of Supervisors.

County hereby reserves the right to negotiate the terms and conditions of the Professional Services Agreement for the provision of security and/or secure transportation services with one (1) or more Proposers. Proposers shall participate in good faith negotiations in accordance with direction from County. Any delay caused by Proposer's failure to participate in good faith negotiations may lead to rejection of the Proposal(s). No Proposal shall be binding upon County until a final Professional Services Agreement is signed by duly authorized representatives of both the Successful Proposer and County.

If County determines, after the completion of the contract negotiation process, to award an agreement, a Professional Services Agreement shall be sent to the Successful Proposer for signature. County hereby reserves the right to award a Professional Services Agreement or Professional Services Agreements to a Proposer or Proposers that present Proposals which, in the sole judgment of County, best serve the interests thereof.

## 9.2 **Contractual Requirements:**

- A. **Disclosure of Confidential Information.** During the performance of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto, the Successful Proposer(s) may receive information that is confidential under local, state and/or federal law. The Successful Proposer(s) will be required to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act; the United States Health Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996 and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164; the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. **Compliance with Anti-Discrimination Laws.** In connection with the execution of any Professional Services Agreements resulting from this RFP process, the Successful Proposer(s) will be required to abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time.

- C. **Ownership and Control.** The Successful Proposer will be required to provide information on the ownership and control of its business operations as provided in 42 C.F.R. Sections 455.101 and 455.104.
- D. **Indemnification Requirements.** The Successful Proposer(s) will be required to hold harmless, defend and indemnify County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer's negligent performance of, or failure to comply with, any of the obligations contained in any Professional Services Agreements resulting from this RFP process, except such loss or damage which was caused by the sole negligence or willful misconduct of County.
- E. **Insurance Requirements.** The Successful Proposer(s) will be required to satisfy the insurance requirements set forth in the sample Professional Services Agreements attached hereto. The Successful Proposer(s) shall furnish County with certificates and original endorsements effecting the required insurance coverage prior to County's execution of a final Professional Services Agreement. In addition, County may require additional insurance requirements dependent upon the final scope of security and/or secure transportation services that will be provided by the Successful Proposer.
- F. **Assignment.** Any Professional Services Agreements resulting from this RFP process, and any amendments or supplements thereto, shall not be assignable by the Successful Proposer(s).
- G. **Jurisdiction and Venue.** Any Professional Services Agreements resulting from this RFP shall be governed in all respects by the laws of the State of California. Any disputes regarding such Professional Services Agreements shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code Civil Procedure Sections 394 or 395.

## **10.0 MODIFICATION AND CORRECTION:**

### **10.1 Requests for Clarification or Correction:**

Proposers shall be responsible for meeting all of the requirements, specifications and conditions set forth in this RFP and the sample Professional Services Agreements attached hereto. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, a written request for clarification or correction should be immediately submitted to County. Such requests shall be directed to:

COUNTY: Humboldt County DHHS – Contract Unit  
Michelle Tucker, Administrative Services Officer  
507 F Street, Eureka, CA 95501  
Email to: [MTucker@co.humboldt.ca.us](mailto:MTucker@co.humboldt.ca.us)

Requests for clarification or correction and any other questions pertaining to this RFP must be received by March 15, 2016. All responses to such requests for clarification or correction and written questions received by County will be posted on County's Purchasing website (<http://www.co.humboldt.ca.us/purchase>) on or before March 22, 2016.

**10.2 RFP Addenda:**

Any modifications to this RFP shall be made and distributed by written Addenda, and will be posted on County's Purchasing website. Addenda issued by County interpreting or modifying any portion of this RFP shall be incorporated in the Proposal. The Addenda Cover Sheet shall be signed and dated by the Proposer and submitted to County with the Proposal. Any oral communications concerning this RFP by County personnel are not binding on County, and shall in no way modify this RFP or the obligations of County or any Proposers.

**11.0 CANCELLATION OF THE RFP PROCESS:**

County hereby reserves the right to cancel the RFP process at any time after the issuance of this RFP, but prior to the award of a final Professional Services Agreement(s), if County determines that cancellation is in the best interest of County for reasons, including, but not limited to, the following: the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto are no longer required; the Proposals received are at an unreasonable cost; the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith; or County determines, after analysis of the Proposals, that the need can be satisfied through an alternative method.

County reserves the right to amend or modify the scope of the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto prior to the award of a final Professional Services Agreement(s), as necessity may dictate, and to reject any and all Proposals received in response hereto. This RFP does not commit County to award a Professional Services Agreement(s) for the provision of security and/or secure transportation services, or to pay any costs incurred in the preparation of any Proposals.

**12.0 COUNTY OBSERVED HOLIDAYS:**

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:** The Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.

**REQUEST FOR PROPOSALS – NO. DHHS2016-01  
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT A – RFP SIGNATURE AFFIDAVIT  
(Submit With Proposal)**

<b>REQUEST FOR PROPOSALS – NO. DHHS2016-01 SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>EMAIL:</b>	

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request For Proposals and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following Addendum(s), if any  
 Addendum # [ ] Addendum # [ ] Addendum # [ ] Addendum # [ ]

**REQUEST FOR PROPOSALS – NO. DHHS2016-01  
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT B – COST PROPOSAL  
(Submit With Proposal)**

Itemize all costs that will be incurred by County for the provision of the security and/or secure transportation services set forth in RFP No. DHHS2016-01. Include all required services, manuals, documentation, training-related expenses and materials. Costs for the entire project shall be summarized on this form. A narrative may be attached to clarify any pricing data submitted.

Security Services Hourly Rate	\$ _____
Security Services Overtime Rate	\$ _____
Other Required Costs and Expenses Related to Security Services	\$ _____
Secure Transportation Services Hourly Rate	\$ _____
Secure Transportation Services Overtime Rate	\$ _____
Other Required Costs and Expenses Related to Secure Transportation Services	\$ _____
<b>Total Costs</b>	<b>\$ _____</b>

**REQUEST FOR PROPOSALS – NO. DHHS2016-01  
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT C – REFERENCE DATA SHEET  
(Submit With Proposal)**

REFERENCE DATA SHEET	
<p>Provide a minimum of three (3) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.</p>	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	
<b>NAME OF AGENCY:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Department Name:</b>	
<b>Approximate County (Agency) Population:</b>	
<b>Number of Departments:</b>	
<b>General Description of Scope of Work:</b>	

<b>Applicant Tracking System Implementation Date:</b>		
<b>NAME OF AGENCY:</b>		
<b>STREET ADDRESS:</b>		
<b>CITY, STATE, ZIP:</b>		
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>
<b>PHONE #:</b>		<b>FAX #:</b>
<b>Department Name:</b>		
<b>Approximate County (Agency) Population:</b>		
<b>Number of Departments:</b>		
<b>General Description of Scope of Work:</b>		

**REQUEST FOR PROPOSALS – NO. DHHS2016-01  
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT D – SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR SECURITY AND  
SECURE TRANSPORTATION SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
\_\_\_\_\_[NAME OF CONTRACTOR]\_\_\_\_\_  
FOR FISCAL YEARS [20\_\_-20\_\_] THROUGH [20\_\_-20\_\_]**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and \_\_\_\_\_[Name of Contractor]\_\_\_\_\_, a \_\_\_\_\_[Name of State]\_\_\_\_\_ [type of business]\_\_\_\_\_, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), desires to retain a qualified professional to provide security and secure transportation services within Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- A. Security Services. CONTRACTOR agrees to provide the security services described in Exhibit A – Scope of Services in accordance with the policies, procedures, standards and fiscal requirements set forth in Exhibit B – Humboldt County Mental Health Crisis Unit Security Service Protocol, Exhibit C – Humboldt County Mental Health Sempervirens Security Service Protocol, Exhibit E – Schedule of Rates and Exhibit F – County of Humboldt HIPAA Business Associate Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such security services, CONTRACTOR agrees to fully cooperate with the DHHS Director or designee thereof, hereinafter referred to as “Director.”
  
- B. Secure Transportation Services. CONTRACTOR agrees to provide the secure transportation services described in Exhibit A – Scope of Services in accordance with the policies, procedures, standards and fiscal requirements set forth in Exhibit D – Humboldt County Mental Health Crisis Unit and Sempervirens Transportation Protocol, Exhibit E – Schedule of Rates and Exhibit F – County of Humboldt HIPAA Business Associate Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such secure transportation

services, CONTRACTOR agrees to fully cooperate with Director.

2 RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

- A. Duties and Obligations of CONTRACTOR. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. CONTRACTOR shall ensure that the security and secure transportation services set forth in this Agreement are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all standard and special instructions provided by COUNTY.
  2. CONTRACTOR will have the sole responsibility of paying the salaries, taxes and all other expenses relating to all Security Guards and Secure Transportation Personnel employed thereby. All Security Guards and Secure Transportation Personnel responsible for providing the security and Secure Transportation services set forth in this Agreement shall be employees of and shall at all times be subject to the direct supervision and control of CONTRACTOR.
  3. CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of the security and secure transportation services set forth in this Agreement. CONTRACTOR shall meet with COUNTY staff on a monthly basis to discuss the security and secure transportation services being provided thereby.
  4. CONTRACTOR shall provide COUNTY with sufficient proof that a background check has been completed for all Security Guards and Secure Transportation Personnel that will be providing the security and secure transportation services set forth in this Agreement. CONTRACTOR may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records checks and drug screening that it deems appropriate in screening Security Guards and Secure Transportation Personnel.
  5. COUNTY reserves the absolute right to reject any Security Guard or Secure Transportation Personnel for any reason by submitting written notification to CONTRACTOR. In the event of such a rejection, CONTRACTOR shall immediately remove that employee from the performance of the security and secure transportation services set forth in this Agreement, and fill the vacant Security Guard or Secure Transportation Personnel position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and CONTRACTOR.
  6. CONTRACTOR shall, upon COUNTY's request, furnish COUNTY with daily time sheets covering all of the time spent by Security Guards and Secure Transportation Personnel providing the security and secure transportation services set forth in this Agreement.
  7. CONTRACTOR shall ensure that all Security Guards and Secure Transportation Personnel are given all required breaks and lunch periods in accordance with all applicable local, state and federal labor laws and regulations. COUNTY shall not be responsible for reimbursing CONTRACTOR for time spent by Security Guards and Secure Transportation Personnel at lunch.
  8. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure that all Security Guards and Secure Transportation Personnel are completely outfitted with a uniform, a badge bearing the name of CONTRACTOR as well as the employee's name and identification number and all necessary equipment, including, without limitation, a two-way radio and cell phone.

9. CONTRACTOR shall ensure that all Security Guards and Secure Transportation Personnel are adequately trained in the use of all equipment necessary to provide the security and secure transportation services set forth in this Agreement.
10. CONTRACTOR shall not make copies of any COUNTY-issued keys that are used in the provision of the security and secure transportation services set forth in this Agreement.
11. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Security Guards and Secure Transportation Personnel, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary in the course of providing the security and secure transportation services set forth in this Agreement.
12. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Security Guards and Secure Transportation Personnel, shall not disclose confidential medical information or personally identifiable client information, except as required by law.
13. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Security Guards and Secure Transportation Personnel, shall not access any confidential proprietary information or records, including, but not limited to information which concerns COUNTY's patients, treatment methods, operations and costs ("Proprietary Information"), except as is absolutely necessary in the course of providing the security and secure transportation services set forth in this Agreement.
14. CONTRACTOR and its agents, officers, officials and employees, including without limitation, Security Guards and Secure Transportation Personnel, shall not disclose, use or copy Proprietary Information without first obtaining COUNTY's express written consent.
15. CONTRACTOR and its agents, officers, officials and employees, including without limitation, Security Guards and Secure Transportation Personnel, shall not provide the names of DHHS staff to any person or organization without first obtaining COUNTY's express written consent.

B. Qualifications and Duties of Security Guards and Secure Transportation Personnel. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Security Guards and Secure Transportation Personnel must successfully complete CONTRACTOR's pre-employment screenings, including, but not limited to, fingerprinting, reference checks, criminal records checks and drug screening.
2. Security Guards and Secure Transportation Personnel must be CPR certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, Security Guards and Secure Transportation Personnel shall perform basic first aid and/or CPR prior to arrival of emergency personnel.
3. Security Guards and Secure Transportation Personnel must have earned, at a minimum, a high school diploma or GED equivalent.
4. All Security Guards and Secure Transportation Personnel must possess an active California Driver's license without legal restrictions, and provide COUNTY, upon request, with any and all California Department of Motor Vehicle reports evidencing a satisfactory driving record.

5. Security Guards and Secure Transportation Personnel shall comply with the requirements and standards set forth in this Agreement, any additional written requirements and standards agreed upon by COUNTY and CONTRACTOR, and any other special instructions, oral or written, that may be issued from time to time by designated employees of COUNTY.
6. Security Guards and Secure Transportation Personnel shall notify COUNTY staff of any problems or concerns regarding the provision of the security and secure transportation services set forth in this Agreement. Security Guards and Secure Transportation Personnel shall allow COUNTY staff to work with CONTRACTOR to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Security Guards and Secure Transportation Personnel shall be available for all applicable training provided by COUNTY, in addition to any training provided by CONTRACTOR. Time spent at such training provided by COUNTY shall be at COUNTY's expense, and will be considered paid time for which CONTRACTOR will be reimbursed according to the rates mutually agreed upon by COUNTY and CONTRACTOR. Time spent at training provided by CONTRACTOR, either directly or indirectly, shall be at CONTRACTOR's expense.
8. Security Guards and Secure Transportation Personnel shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Security Guards and Secure Transportation Personnel shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Security Guards and Secure Transportation Personnel shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing threats of violent or aggressive behavior and appropriately responding thereto in accordance with COUNTY's emergency response protocols.
11. Security Guards and Secure Transportation Personnel shall attempt to prevent injury to COUNTY staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. COUNTY may, at its sole discretion, require Security Guards and Secure Transportation Personnel to complete an hourly operating log, incident reports and other similar documents.
13. Security Guards and Secure Transportation Personnel shall not smoke while on duty. Security Guards and Secure Transportation Personnel shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty.
14. Security Guards and Secure Transportation Personnel shall not drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
15. Security Guards and Secure Transportation Personnel shall not have visitors or be accompanied by pets while on duty. Security Guards and Secure Transportation Personnel shall avoid casual conversation with COUNTY clients and staff except as necessary to provide the security and secure transportation services set forth in this Agreement. Security Guards

and Secure Transportation Personnel shall not fraternize, or become overly friendly, with COUNTY clients or staff. Telephone calls made or received by Security Guards and Secure Transportation Personnel while on duty shall be restricted to business and emergency related matters.

16. Security Guards and Secure Transportation Personnel must show a visible presence in their assigned areas, and shall not leave such areas until relieved by CONTRACTOR.
  17. Security Guards and Secure Transportation Personnel must take all breaks and lunch periods away from assigned service areas.
  18. Security Guards and Secure Transportation Personnel shall not use COUNTY office equipment or appliances without COUNTY's prior approval.
  19. Security Guards and Secure Transportation Personnel shall not use COUNTY telephones, except as specifically needed to provide the security and secure transportation services set forth in this Agreement.
  20. Security Guards and Secure Transportation Personnel shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without COUNTY's prior approval. While on duty, Security Guards and Secure Transportation Personnel shall not use any type of electronic equipment, device, machine or appliance for personal use.
  21. Security Guards and Secure Transportation Personnel shall not remove any property belonging to COUNTY from COUNTY premises.
  22. Security Guards and Secure Transportation Personnel shall not accept any gratuities from COUNTY staff, COUNTY clients or any other member of the public.
  23. All Security Guards and Secure Transportation Personnel shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- C. Performance Standards Pertaining Specifically to Security Services Provided at DHHS – Social Services Facilities. Security Guards assigned to DHHS – Social Services facilities may be armed with handcuffs, batons and chemical mace or pepper spray at the discretion of CONTRACTOR. Security Guards shall be fully trained in the use of such equipment, and the use of physical force, with or without these devices, must be kept to an absolute minimum.
- D. Performance Standards Pertaining Specifically to Security Services Provided at DHHS – Mental Health Facilities. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. Security Guards assigned to DHHS – Mental Health facilities must complete the Management of Assaultive Behavioral ("MAB") training utilized by COUNTY prior to providing security services at such facilities. Security Guards will not routinely be a part of the Humboldt County MAB Team, but may serve as backup personnel at the discretion of the MAB Team or law enforcement. Only Security Guards who have been designated as backup personnel by the Humboldt County MAB Team or law enforcement may assist with patient hold downs.

2. Security Guards shall comply with the policies, procedures pertaining to security services set forth in the Humboldt County Mental Health Crisis Unit Security Services Protocol and the Humboldt County Mental Health Sempervirens Security Services Protocol, which are attached hereto as Exhibit B and Exhibit C, respectively, and incorporated herein by reference as if set forth in full.

E. Performance Standards Pertaining Specifically to Secure Transportation Services Provided to all DHHS Patients and Clients. Any and all vehicles used to transport DHHS patients and/or clients shall be partitioned and meet any and all applicable safety standards issued by the Occupational Safety and Health Administration. Such vehicles shall also be regularly maintained and in good operational condition prior to the transportation of any DHHS patients and/or clients.

F. Performance Standards Pertaining Specifically to Secure Transportation Services Provided to DHHS – Mental Health Patients. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Secure Transportation Personnel assigned to transport DHHS – Mental Health patients must complete the MAB training utilized by COUNTY prior to providing secure transportation services.

2. Secure Transportation Personnel shall comply with the policies, procedures and protocols for secure transportation services set forth in the Humboldt County Mental Health Crisis Unit and Sempervirens Transportation Protocol, which is attached hereto as Exhibit E and incorporated herein by reference as if set forth in full.

3. RIGHTS AND RESPONSIBILITIES OF COUNTY:

A. Office Space, Supplies and Support Services. COUNTY will provide CONTRACTOR with all office space, supplies and support services necessary for providing security and secure transportation services pursuant to the terms and conditions of this Agreement at COUNTY's expense.

B. Name Badges. COUNTY will provide Security Guards and Secure Transportation Personnel with DHHS – Mental Health name badges at COUNTY's expense.

C. Keys to Designated DHHS Offices and Facilities. COUNTY will provide CONTRACTOR with keys to designated DHHS offices and facilities at which security and secure transportation services will be provided pursuant to the terms and conditions of this Agreement at COUNTY's expense.

4. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_, 20\_\_], unless sooner terminated as provided herein.

5. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_). In no event shall the maximum amount paid under this Agreement exceed [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) for fiscal year [20\_\_-20\_\_] and [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) for fiscal year [20\_\_-20\_\_]. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit E – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Hold Harmless. In the event COUNTY cannot, or will not, pay for services rendered by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.

7. PAYMENT:

CONTRACTOR shall submit to COUNTY \_\_\_\_ [annual/semi-annual/quarterly/monthly] \_\_\_\_ invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – [Name of Division]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Administration  
Attention: Paul Sheppard, Assistant Director  
507 F Street  
Eureka, CA 95501  
Email: [PSheppard@co.humboldt.ca.us](mailto:PSheppard@co.humboldt.ca.us)

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

9. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

11. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

12. CONFIDENTIAL INFORMATION:

- A. Legal Compliance. CONTRACTOR hereby agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health & Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology and Clinical Health Act ("HITECH Act"); the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Sections 431.300, et seq.; and 45 C.F.R. Section 205.50, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. HIPAA BUSINESS ASSOCIATE AGREEMENT:

CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in the "County of Humboldt HIPAA Business Associate Agreement," which is attached hereto as Exhibit F and incorporated herein by reference and made a part hereof as if set forth in full.

14. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other

classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

15. SMOKE-FREE WORKPLACE CERTIFICATION:

- A. Legal Requirements. Public Law 103-227, also known as the Pro-Children Act of 1994 ("PCA"), requires that smoking not be permitted in any portion of any indoor facility owned or leased, or contracted for, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through local or state governments by federal grant, contract, loan or loan guarantee. The PCA also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The PCA does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program coupons are redeemed.
- B. Certification of Compliance. By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the PCA, and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined thereby.
- C. Effect of Non-Compliance. Failure to comply with the provisions of the PCA may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- D. Incorporation of Provisions. CONTRACTOR further agrees that it will incorporate the provisions contained herein into any subcontracts entered into that involve the services to be provided hereunder.

16. DRUG FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the

actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
  2. CONTRACTOR's policy of maintaining a drug-free workplace;
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

18. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set

forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

19. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

20. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

21. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the security and secure transportation services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

22. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

23. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

24. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

25. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

26. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties

to obtain supplies, technical support or professional services.

27. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

28. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

29. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

30. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

32. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

33. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

34. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

35. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

36. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

37. SURVIVAL:

The duties and obligations of the parties set forth in Section [ ] – Compensation Upon Termination, Section [ ] – Record Retention and Inspection, Section [ ] – Confidential Information and Section [ ] – Indemnification shall survive the expiration or termination of this Agreement.

38. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

39. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

40. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

41. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

42. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**[CONTRACTOR'S NAME]:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

[Name of Board Chair]  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Humboldt County Mental Health Crisis Unit Security Service Protocol
- Exhibit C – Humboldt County Mental Health Sempervirens Security Service Protocol
- Exhibit D – Humboldt County Mental Health Crisis Unit and Sempervirens Transportation Protocol
- Exhibit E – Schedule of Rates
- Exhibit F – County of Humboldt HIPAA Business Associate Agreement
- Exhibit G – County of Humboldt Holiday Schedule

**EXHIBIT A**  
**SCOPE OF SERVICES**  
[Name of Contractor]  
[Agreement Term]

1. SECURITY SERVICES:

A. Scope of Security Services to be Provided at All DHHS Facilities. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall furnish an adequate number of uniformed Security Guards to provide security services at the following DHHS facilities:
  - a. DHHS – Social Services main office and adjacent buildings located at:
    - i. 929 Koster Street, Eureka, California;
    - ii. 537 W. Washington Street, Eureka, California;
    - iii. 445 W. Washington Street, Eureka, California;
    - iv. 600 W. Clark Street, Eureka, California;
    - v. 638 W. Clark Street, Eureka, California;
    - vi. 2440 Sixth Street, Eureka, California; and
    - vii. Such other DHHS – Social Services facilities, as COUNTY shall determine.
  - b. DHHS – Administration offices located at 507 F Street, Eureka, CA.
  - c. DHSS – Public Health facilities located at 529 I Street, Eureka, CA.
  - d. DHSS – Mental Health main office and psychiatric facilities located at 720 Wood Street, Eureka, CA.
2. CONTRACTOR shall provide security services on a scheduled and as-needed basis, with a minimum of twenty four (24) hours notice, in a manner consistent with the requirements and standards set forth in this Agreement. The exact number, principal posts and hours of duty of Security Guards shall be as directed from time to time by COUNTY.
3. CONTRACTOR shall provide emergency security services on an on-call basis.
4. CONTRACTOR shall, as possible, provide the same Security Guards at the same location each day. When a Security Guard is unavailable, CONTRACTOR shall immediately supply a substitute Security Guard.
5. Security Guards shall be responsible for: closing and locking all designated doors, gates and windows; turning off all designated office equipment, appliances and building exhaust systems; ensuring that only COUNTY employees, and other persons approved by COUNTY, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by COUNTY.

6. Security Guards may, at COUNTY's request, be responsible for setting and/or disarming building alarm systems.
  7. Security Guards shall refer all questions of eligibility for COUNTY programs to appropriate COUNTY staff. Guards shall not assist clients in filling out COUNTY forms.
- B. Schedule of Security Services. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. CONTRACTOR shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 7:00 a.m. to 8:00 p.m. Pacific Standard Time (“PST”), Saturday 8:00 a.m. to 5:00 p.m., with on-call coverage during after-hours, weekends, emergencies, or such other schedule as COUNTY may approve. CONTRACTOR may be required to provide security services at DHHS – Social Services facilities on COUNTY holidays. As used herein, the term “COUNTY holiday” refers to dates that have been designated as holidays by COUNTY as set forth in Exhibit G – County of Humboldt Holiday Schedule, which is attached hereto and incorporated herein.
  2. CONTRACTOR shall provide security services at designated DHHS – Administration offices on an as-needed basis, with a minimum of twenty four (24) hours notice. CONTRACTOR will not be required to provide security services at DHHS – Administration offices on COUNTY holidays.
  3. CONTRACTOR shall provide security services at designated DHHS – Public Health facilities on an on an as-needed basis, with a minimum of twenty four (24) hours notice. The duration of security services to be provided, and the exact number of Security Guards needed at DHHS – Public Health facilities shall be as directed by COUNTY.
  4. CONTRACTOR shall provide security services at designated DHHS – Mental Health facilities from 7:00 p.m. to 7:00 a.m. (PST), Monday through Friday or such other schedule as COUNTY may approve. CONTRACTOR may be required to provide security services at DHHS – Mental Health offices on COUNTY holidays.

2. SECURE TRANSPORTATION SERVICES:

CONTRACTOR shall furnish an adequate number of uniformed Secure Transportation Personnel to provide secure transportation services for DHHS patients and clients on an as-needed basis both within and outside of Humboldt County. All secure transportation of DHHS patients and/or clients shall be performed according to the requirements, standards and protocols set forth in this Agreement.

**EXHIBIT B**  
**HUMBOLDT COUNTY MENTAL HEALTH CRISIS UNIT**  
**SECURITY SERVICE PROTOCOL**

[Name of Contractor]

[Agreement Term]

**HUMBOLDT COUNTY MENTAL HEALTH CRISIS UNIT**  
**SECURITY GUARD SERVICE PROTOCOL**

Security guard service may be used when there is a high risk behavioral acuity on the Crisis Unit. High risk behavioral acuity is defined as one or more patients who are displaying severe acting out behavior which puts staff or other patients at risk. The combination of high behavioral acuity and low staff response capability would dictate the possible need for a security guard service.

If the above criteria are met, the Charge Nurse should contact administration for authorization to utilize the security guard service.

1. Those who may give authorization include:

Mental Health Director – or designee  
24 Hour Services Program Manager  
Director of Nursing  
Assistant Director of Nursing

2. One of the above will contact [CONTRACTOR] or instruct the Charge Nurse to make arrangements.
3. The Charge Nurse shall reassess the need to continue the security guard service by the end of each shift.
4. The Security Guard is to report to the Charge Nurse and take direction from the Charge Nurse or staff designated by the Charge Nurse.
5. Duties may include one-on-one supervision, monitoring visitors, and assisting patients with phone calls.
6. Security Guards assigned to DHHS – Mental Health facilities shall wear plain clothes suitable to the provision of the security services set forth herein, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
7. Security Guards will not have access to the patient's medical record. The Security Guard will discuss pertinent information obtained while on duty (i.e. patient discussions regarding suicidality or plans to harm others) with assigned staff member who will make the appropriate entries in the medical record.
8. Each Security Guard will sign in/sign out and each Guard will sign on a separate line.
9. All Security Guards assigned to the Mental Health will sign an "Oath of Confidentiality" to assure confidential treatment for all Mental Health patients.
10. Security Guards will not routinely be a part of the Management of Assaultive Behavioral Team, but serve as backup to that Team at the Team's discretion only if the security guard has completed the Humboldt County Mental Health Management of Assaultive Behavioral Training.

**EXHIBIT C**  
**HUMBOLDT COUNTY MENTAL HEALTH SEMPERVIRENS**  
**SECURITY SERVICE PROTOCOL**

[Name of Contractor]

[Agreement Term]

**HUMBOLDT COUNTY MENTAL HEALTH SEMPERVIRENS**  
**SECURITY GUARD SERVICE PROTOCOL**

Security guard service may be used when there is a high risk behavioral acuity on the Unit. High risk behavioral acuity is defined as one or more patients who are displaying severe acting out behavior which puts staff or other patients at risk. The combination of high behavioral acuity and low staff response capability would dictate the possible need for a security guard service.

If the above criteria are met, the Charge Nurse should contact administration for authorization to utilize the security guard service.

1. Those who may give authorization include:

DHHS Mental Health Director – or designee  
24 Hour Services Program Manager  
Director of Nursing  
Assistant Director of Nursing

2. One of the above will contact the contractor or instruct the Charge Nurse to make arrangements.
3. The Charge Nurse shall reassess the need to continue the security guard service by the end of each shift.
4. Security Guards assigned to DHHS – Mental Health facilities shall wear plain clothes suitable to the provision of the security services set forth herein, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
5. The Security Guard is to report to the Charge Nurse and take direction from the Charge Nurse or staff designated by the Charge Nurse.
6. Duties may include assigned rounds, one-on-one supervision, monitoring visitors and assisting patients with phone calls.
7. Security Guards will not routinely be a part of the Management of Assaultive Behavioral Team, but serve as backup to that Team at the Team's discretion. Security Guards, at law enforcement's discretion, may assist with patient hold downs, only if the Security Guard has completed the Humboldt County Mental Health Management of Assaultive Behavioral Training. Security Guards may assist law enforcement in situations requiring intervention.
8. Security Guards will not have access to the patient's medical record. The Security Guard will discuss pertinent information obtained while on duty (i.e. patient discussions regarding suicidality or plans to harm others) with assigned staff member who will make the appropriate entries in the medical record.
9. Each Security Guard will sign in/sign out and each Guard will sign on a separate line.

10. All Security Guards assigned to the Mental Health Branch will sign an "Oath of Confidentiality" to assure confidential treatment for all Mental Health patients.

**EXHIBIT D**  
**HUMBOLDT COUNTY MENTAL HEALTH CRISIS UNIT**  
**AND SEMPERVIRENS TRANSPORTATION PROTOCOL**

[Name of Contractor]

[Agreement Term]

**CRISIS SERVICES UNIT AND SEMPERVIRENS TRANSPORTATION PROTOCOL**

CONTRACTOR shall provide secure transportation services as needed in a manner as described in the below protocol.

Secure Transportation personnel may be utilized to securely transport patients to non-emergent medical evaluations and to out of county psychiatric facilities if the patient is determined appropriate for transfer and to return patients to COUNTY from out-of-County hospitalization or other placement.

Secure transportation personnel shall provide secure transportation services in accordance with the following policies and procedures:

1. The Physician ordering the hospitalization or other placement will determine if the patient to be transported is behaviorally and medically stable enough to be safely transported by secure transportation personnel or requires transport by ambulance.
2. If it is determined that a patient may be safely transported by secure transportation personnel, the Charge Nurse and/or Clinician will contact the appropriate administrator for approval.
3. The "Transport" form will be completed.
4. The Charge Nurse or designee will contact the [CONTRACTOR] and request their services.
  - a. If a female patient (adult or minor) is being transported at least one female guard shall be in attendance and in direct contact at all times.
  - b. If two (2) same sex patients are being transported, the treating physician(s) will determine if they can safely be transported together in one vehicle. No more than two (2) patients will be transported in the same vehicle at the same time. Under no circumstances may:
    - i. A minor patient be transported with an adult patient.
    - ii. A female patient be transported with a male patient.
  - c. If secure transportation personnel needs assistance during the transport, they will contact the appropriate party for assistance.
    - i. Medical emergency- call 911 to request an ambulance.
    - ii. Behavioral including AWOL- call 911 to request law enforcement.
    - iii. If a patient is being transported to an out-of-County inpatient facility, the Charge Nurse or Treating –Physician(s) should review the need for medical clearance by a local ER prior to the transport. It should be taken into consideration that non-medical staff will transporting the patient and that the duration of the trip may be several hours.

5. Secure transportation personnel are not to use force or items of control- i.e. handcuffs on the patient.
6. Secure transportation personnel shall contact the Crisis Unit if an emergency occurs- The Charge Nurse and/or Clinician will immediately contact the appropriate administration about the incident AND complete an incident report.
7. Patients shall not be left unattended in vehicles.
8. Patients will normally be provided with food as authorized by the Physician for the transport. If food is not provided, secure transportation personnel shall ensure the patient receives three meals per day and snacks. Receipts will be required to reimburse for the actual cost of food purchased for patient during transport.
9. In warm and hot weather:
  - a. Windows shall be lowered 3-4 inches to provide ventilation in vehicles without air-conditioning or when the vehicle is stopped/parked.
  - b. Vehicles with patients shall be parked in the shade during waiting times over five (5) minutes.
  - c. Unless medically ordered otherwise, patients shall be given eight (8) ounces of water hourly.
10. Two (2) secure transportation personnel members are required for all out-of-county transportation.
11. Two (2) secure transportation personnel members are required for all transportation of two (2) patients.

**EXHIBIT E**  
**SCHEDULE OF RATES**

[Name of Contractor]

[Agreement Term]

1. SECURITY SERVICES:

- A. Base Hourly Rate. COUNTY shall pay CONTRACTOR at the rate of [ ] Dollars (\$ , . ) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement, with a [ ] ( ) hour minimum per call.
- B. Overtime Rate. COUNTY shall pay CONTRACTOR at the overtime rate of [ ] Dollars (\$ , . ) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations.
- C. Criminal and Civil Actions. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by any Security Guard in performance of the security services required under this Agreement in connection with any criminal or civil action involving COUNTY.
- D. Training. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by Security Guards in training authorized or provided by COUNTY. All time spent by Security Guards in training provided by CONTRACTOR shall be at CONTRACTOR's expense.

2. SECURE TRANSPORTATION SERVICES:

- A. In-County Transport of One (1) Individual. For in-county secure transportation services of one (1) DHHS client or patient, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for one (1) Secure Transportation Personnel member and vehicle, including mileage. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour for the second Secure Transportation Personnel member. As used herein, the term "in-county" is defined as any location within the boundaries of Humboldt County.
- B. In-County Transport of Two (2) Individuals to the Same Location. For in-county secure transportation services of two (2) DHHS clients or patients to the same location, in the same vehicle, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for two (2) Secure Transportation members and vehicle, including mileage.
- C. In-County Transport of Two (2) Individuals to Different Locations on the Same Route. For in-county secure transportation services of two (2) DHHS clients or patients to different locations on the same route, in the same vehicle, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for two (2) Secure Transportation Personnel members and vehicle, including mileage, to the furthest location.
- D. In-County Transport of Two (2) Individuals to Different Locations on Different Routes. For in-county secure transportation services of two (2) DHHS clients or patients to different locations, on different routes, in the same vehicle, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for two (2) Secure Transportation Personnel members and vehicle, including mileage, round trip.

- E. Overtime Rates for In-County Secure Transportation Services. COUNTY shall pay CONTRACTOR the overtime rate of one and one-half (1.5) times the hourly rate for each Secure Transportation Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one work day or as otherwise required by local, state or federal laws or regulations.
- F. Out-of-County Transport of One (1) Individual. For out-of-county secure transportation services of one (1) DHHS client or patient, the amount paid to CONTRACTOR shall be in accordance with the Schedule of Out-of-County Transportation Fees set forth herein. The fees set forth in the Schedule of Out-of-County Transportation Fees are for two Secure Transportation Personnel members round trip, including vehicle and mileage. As used herein, the term "out-of-county" is defined as any location outside of the boundaries of Humboldt County.
- G. Out-of-County Transport of two (2) Individuals. For out-of-county secure transportation services of two (2) DHHS clients or patients to the same location, in the same vehicle, the amount paid to CONTRACTOR for the first patient or client shall be in accordance with the Schedule of Out-of-County Transportation Fees set forth herein. The amount paid to CONTRACTOR for the second client or patient shall be at half the rate set forth in the Schedule of Out-of-County Transportation Fees.
- H. Overnight Stays. Overnight out-of-county trips require authorization from Director, and receipts for approved meals and lodging must accompany all invoices associated with such overnight trips. Reimbursements shall be made only for actual and receipted expenses.
- I. Daily Meal and Lodging Allowances. The maximum daily meal allowance for each Secure Transportation Personnel member shall not exceed [ ] Dollars (\$ , . ). Lodging expenses shall not exceed [ ] Dollars (\$ , . ) per night.
- J. Cancellations. Cancellations occurring after the arrival of Secure Transportation Personnel shall result in a minimum charge of [ ] ( ) hour(s).

3. SCHEDULE OF OUT-OF-COUNTY TRANSPORTATION RATES:

COUNTY	RATE	COUNTY	RATE	COUNTY	RATE	COUNTY	RATE
Alameda	\$ .	Kings	\$ .	Plumas	\$ .	Sutter	\$ .
Alpine	\$ .	Lake	\$ .	Riverside	\$ .	Tehama	\$ .
Amador	\$ .	Lassen	\$ .	Sacramento	\$ .	Trinity	\$ .
Butte	\$ .	Los Angeles	\$ .	San Benito	\$ .	Tulare	\$ .
Calaveras	\$ .	Madera	\$ .	San Bernardino	\$ .	Tuolumne	\$ .
Colusa	\$ .	Marin	\$ .	San Diego	\$ .	Ventura	\$ .
Contra Costa	\$ .	Mariposa	\$ .	San Francisco	\$ .	Yolo	\$ .
Del Norte	\$ .	Mendocino	\$ .	San Joaquin	\$ .	Yuba	\$ .
El Dorado	\$ .	Merced	\$ .	San Luis Obispo	\$ .		
Fresno	\$ .	Modoc	\$ .	San Mateo	\$ .		
Glenn	\$ .	Mono	\$ .	Santa Barbara	\$ .		
Imperial	\$ .	Monterey	\$ .	Santa Clara	\$ .		
Inyo	\$ .	Napa	\$ .	Santa Cruz	\$ .		
Kern	\$ .	Nevada	\$ .	Siskiyou	\$ .		
Orange	\$ .	Shasta	\$ .	Solano	\$ .		
Placer	\$ .	Sierra	\$ .	Stanislaus	\$ .		

**EXHIBIT F**  
**COUNTY OF HUMBOLDT**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

[Name of Contractor]

[Agreement Term]

**Recitals:**

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, 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 Agreement.

The parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **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 the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 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. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or

disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5)

days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and 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 only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of 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. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section

164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

### 3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
  - b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

**EXHIBIT G**  
**COUNTY OF HUMBOLDT HOLIDAY SCHEDULE**

[Name of Contractor]

[Agreement Term]

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:** The Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.

**REQUEST FOR PROPOSALS – NO. DHHS2016-01  
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT E – SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR SECURITY  
SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
\_\_\_\_\_[NAME OF CONTRACTOR]\_\_\_\_\_  
FOR FISCAL YEARS [20\_\_-20\_\_] THROUGH [20\_\_-20\_\_]**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and \_\_\_\_\_[Name of Contractor]\_\_\_\_\_, a \_\_\_\_\_[Name of State]\_\_\_\_\_ [type of business]\_\_\_\_\_, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), desires to retain a qualified professional to provide security services within Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Security Services. CONTRACTOR agrees to provide the security services described in Exhibit A – Scope of Services in accordance with the policies, procedures, standards and fiscal requirements set forth in Exhibit B – Humboldt County Mental Health Crisis Unit Security Service Protocol, Exhibit C – Humboldt County Mental Health Sempervirens Security Service Protocol, Exhibit D – Schedule of Rates and Exhibit E – County of Humboldt HIPAA Business Associate Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such security services, CONTRACTOR agrees to fully cooperate with the DHHS Director or designee thereof, hereinafter referred to as “Director.”

2. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

A. Duties and Obligations of CONTRACTOR. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall ensure that the security services set forth in this Agreement are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized

best practices, including, without limitation, client and patient confidentiality, and any and all standard and special instructions provided by COUNTY.

2. CONTRACTOR will have the sole responsibility of paying the salaries, taxes and all other expenses relating to all Security Guards employed thereby. All Security Guards responsible for providing the security services set forth in this Agreement shall be employees of and shall at all times be subject to the direct supervision and control of CONTRACTOR.
3. CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of the security services set forth in this Agreement. CONTRACTOR shall meet with COUNTY staff on a monthly basis to discuss the security services being provided thereby.
4. CONTRACTOR shall provide COUNTY with sufficient proof that a background check has been completed for all Security Guards that will be providing the security services set forth in this Agreement. CONTRACTOR may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records checks and drug screening that it deems appropriate in screening Security Guards.
5. COUNTY reserves the absolute right to reject any Security Guard or Secure Transportation Personnel for any reason by submitting written notification to CONTRACTOR. In the event of such a rejection, CONTRACTOR shall immediately remove that employee from the performance of the security services set forth in this Agreement, and fill the vacant Security Guard or Secure Transportation Personnel position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and CONTRACTOR.
6. CONTRACTOR shall, upon COUNTY's request, furnish COUNTY with daily time sheets covering all of the time spent by Security Guards providing the security services set forth in this Agreement.
7. CONTRACTOR shall ensure that all Security Guards are given all required breaks and lunch periods in accordance with all applicable local, state and federal labor laws and regulations. COUNTY shall not be responsible for reimbursing CONTRACTOR for time spent by Security Guards at lunch.
8. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure that all Security Guards are completely outfitted with a uniform, a badge bearing the name of CONTRACTOR as well as the employee's name and identification number and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. CONTRACTOR shall ensure that all Security Guards are adequately trained in the use of all equipment necessary to provide the security services set forth in this Agreement.
10. CONTRACTOR shall not make copies of any COUNTY-issued keys that are used in the provision of the security services set forth in this Agreement.
11. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Security Guards, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary in the course of providing the security services set forth in this Agreement.

12. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Security Guards, shall not disclose confidential medical information or personally identifiable client information, except as required by law.
  13. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Security Guards, shall not access any confidential proprietary information or records, including, but not limited to information which concerns COUNTY's patients, treatment methods, operations and costs ("Proprietary Information"), except as is absolutely necessary in the course of providing the security services set forth in this Agreement.
  14. CONTRACTOR and its agents, officers, officials and employees, including without limitation, Security Guards, shall not disclose, use or copy Proprietary Information without first obtaining COUNTY's express written consent.
  15. CONTRACTOR and its agents, officers, officials and employees, including without limitation, Security Guards, shall not provide the names of DHHS staff to any person or organization without first obtaining COUNTY's express written consent.
- B. Qualifications and Duties of Security Guards. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. Security Guards must successfully complete CONTRACTOR's pre-employment screenings, including, but not limited to, fingerprinting, reference checks, criminal records checks and drug screening.
  2. Security Guards must be CPR certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, Security Guards shall perform basic first aid and/or CPR prior to arrival of emergency personnel.
  3. Security Guards must have earned, at a minimum, a high school diploma or GED equivalent.
  4. All Security Guards must possess an active California Driver's license without legal restrictions, and provide COUNTY, upon request, with any and all California Department of Motor Vehicle reports evidencing a satisfactory driving record.
  5. Security Guards shall comply with the requirements and standards set forth in this Agreement, any additional written requirements and standards agreed upon by COUNTY and CONTRACTOR, and any other special instructions, oral or written, that may be issued from time to time by designated employees of COUNTY.
  6. Security Guards shall notify COUNTY staff of any problems or concerns regarding the provision of the security services set forth in this Agreement. Security Guards shall allow COUNTY staff to work with CONTRACTOR to formulate a plan to address such problems or concerns prior to taking any corrective actions.
  7. Security Guards shall be available for all applicable training provided by COUNTY, in addition to any training provided by CONTRACTOR. Time spent at such training provided by COUNTY shall be at COUNTY's expense, and will be considered paid time for which CONTRACTOR will be reimbursed according to the rates mutually agreed upon by COUNTY and CONTRACTOR. Time spent at training provided by CONTRACTOR, either directly or indirectly, shall be at CONTRACTOR's expense.

8. Security Guards shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Security Guards shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Security Guards shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing threats of violent or aggressive behavior and appropriately responding thereto in accordance with COUNTY's emergency response protocols.
11. Security Guards shall attempt to prevent injury to COUNTY staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. COUNTY may, at its sole discretion, require Security Guards to complete an hourly operating log, incident reports and other similar documents.
13. Security Guards shall not smoke while on duty. Security Guards shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty.
14. Security Guards shall not drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
15. Security Guards shall not have visitors or be accompanied by pets while on duty. Security Guards shall avoid casual conversation with COUNTY clients and staff except as necessary to provide the security services set forth in this Agreement. Security Guards shall not fraternize, or become overly friendly, with COUNTY clients or staff. Telephone calls made or received by Security Guards while on duty shall be restricted to business and emergency related matters.
16. Security Guards must show a visible presence in their assigned areas, and shall not leave such areas until relieved by CONTRACTOR.
17. Security Guards must take all breaks and lunch periods away from assigned service areas.
18. Security Guards shall not use COUNTY office equipment or appliances without COUNTY's prior approval.
19. Security Guards shall not use COUNTY telephones, except as specifically needed to provide the security services set forth in this Agreement.
20. Security Guards shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without COUNTY's prior approval. While on duty, Security Guards shall not use any type of electronic equipment, device, machine or appliance for personal use.
21. Security Guards shall not remove any property belonging to COUNTY from COUNTY premises.

22. Security Guards shall not accept any gratuities from COUNTY staff, COUNTY clients or any other member of the public.
23. All Security Guards shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

C. Performance Standards Pertaining Specifically to Security Services Provided at DHHS – Social Services Facilities. Security Guards assigned to DHHS – Social Services facilities may be armed with handcuffs, batons and chemical mace or pepper spray at the discretion of CONTRACTOR. Security Guards shall be fully trained in the use of such equipment, and the use of physical force, with or without these devices, must be kept to an absolute minimum.

D. Performance Standards Pertaining Specifically to Security Services Provided at DHHS – Mental Health Facilities. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Security Guards assigned to DHHS – Mental Health facilities must complete the Management of Assaultive Behavioral ("MAB") training utilized by COUNTY prior to providing security services at such facilities. Security Guards will not routinely be a part of the Humboldt County MAB Team, but may serve as backup personnel at the discretion of the MAB Team or law enforcement. Only Security Guards who have been designated as backup personnel by the Humboldt County MAB Team or law enforcement may assist with patient hold downs.
2. Security Guards shall comply with the policies, procedures pertaining to security services set forth in the Humboldt County Mental Health Crisis Unit Security Services Protocol and the Humboldt County Mental Health Sempervirens Security Services Protocol, which are attached hereto as Exhibit B and Exhibit C, respectively, and incorporated herein by reference as if set forth in full.

3. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. Office Space, Supplies and Support Services. COUNTY will provide CONTRACTOR with all office space, supplies and support services necessary for providing security services pursuant to the terms and conditions of this Agreement at COUNTY's expense.
- B. Name Badges. COUNTY will provide Security Guards with DHHS – Mental Health name badges at COUNTY's expense.
- C. Keys to Designated DHHS Offices and Facilities. COUNTY will provide CONTRACTOR with keys to designated DHHS offices and facilities at which security services will be provided pursuant to the terms and conditions of this Agreement at COUNTY's expense.

4. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_, 20\_\_], unless sooner terminated as provided herein.

5. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_). In no event shall the maximum amount paid under this Agreement exceed [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) for fiscal year [20\_\_-20\_\_] and [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) for fiscal year [20\_\_-20\_\_]. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit D – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Hold Harmless. In the event COUNTY cannot, or will not, pay for services rendered by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.

7. PAYMENT:

CONTRACTOR shall submit to COUNTY \_\_\_\_ [annual/semi-annual/quarterly/monthly] \_\_\_\_ invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as

specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – [Name of Division]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Administration  
Attention: Paul Sheppard, Assistant Director  
507 F Street  
Eureka, CA 95501  
Email: [PSheppard@co.humboldt.ca.us](mailto:PSheppard@co.humboldt.ca.us)

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

9. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow

interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

11. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

12. CONFIDENTIAL INFORMATION:

- A. Legal Compliance. CONTRACTOR hereby agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health & Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology and Clinical Health Act ("HITECH Act"); the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Sections 431.300, et seq.; and 45 C.F.R. Section 205.50, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. HIPAA BUSINESS ASSOCIATE AGREEMENT:

CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in the "County of Humboldt HIPAA Business Associate Agreement," which is attached hereto as Exhibit E and incorporated herein by reference and made a part hereof as if set forth in full.

14. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

15. SMOKE-FREE WORKPLACE CERTIFICATION:

- A. Legal Requirements. Public Law 103-227, also known as the Pro-Children Act of 1994 ("PCA"), requires that smoking not be permitted in any portion of any indoor facility owned or leased, or contracted for, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through local or state governments by federal grant, contract, loan or loan guarantee. The PCA also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The PCA does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program coupons are redeemed.
- B. Certification of Compliance. By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the PCA, and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined thereby.
- C. Effect of Non-Compliance. Failure to comply with the provisions of the PCA may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- D. Incorporation of Provisions. CONTRACTOR further agrees that it will incorporate the provisions contained herein into any subcontracts entered into that involve the services to be provided hereunder.

16. DRUG FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

18. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without

limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

19. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
  4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase

additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

20. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

21. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the security services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

22. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

23. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

24. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

25. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

26. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

27. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

28. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

29. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

30. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

32. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY.

However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

33. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

34. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

35. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

36. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

37. SURVIVAL:

The duties and obligations of the parties set forth in Section [ ] – Compensation Upon Termination, Section [ ] – Record Retention and Inspection, Section [ ] – Confidential Information and Section [ ] – Indemnification shall survive the expiration or termination of this Agreement.

38. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

39. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

40. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

41. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

42. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**[CONTRACTOR'S NAME]:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

[Name of Board Chair]  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Humboldt County Mental Health Crisis Unit Security Service Protocol
- Exhibit C – Humboldt County Mental Health Sempervirens Security Service Protocol
- Exhibit D – Schedule of Rates
- Exhibit E – County of Humboldt HIPAA Business Associate Agreement
- Exhibit F – County of Humboldt Holiday Schedule

**EXHIBIT A**  
**SCOPE OF SERVICES**  
[Name of Contractor]  
[Agreement Term]

1. SECURITY SERVICES:

A. Scope of Security Services to be Provided at All DHHS Facilities. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall furnish an adequate number of uniformed Security Guards to provide security services at the following DHHS facilities:
  - a. DHHS – Social Services main office and adjacent buildings located at:
    - i. 929 Koster Street, Eureka, California;
    - ii. 537 W. Washington Street, Eureka, California;
    - iii. 445 W. Washington Street, Eureka, California;
    - iv. 600 W. Clark Street, Eureka, California;
    - v. 638 W. Clark Street, Eureka, California;
    - vi. 2440 Sixth Street, Eureka, California; and
    - vii. Such other DHHS – Social Services facilities, as COUNTY shall determine.
  - b. DHHS – Administration offices located at 507 F Street, Eureka, CA.
  - c. DHSS – Public Health facilities located at 529 I Street, Eureka, CA.
  - d. DHSS – Mental Health main office and psychiatric facilities located at 720 Wood Street, Eureka, CA.
2. CONTRACTOR shall provide security services on a scheduled and as-needed basis, with a minimum of twenty four (24) hours notice, in a manner consistent with the requirements and standards set forth in this Agreement. The exact number, principal posts and hours of duty of Security Guards shall be as directed from time to time by COUNTY.
3. CONTRACTOR shall provide emergency security services on an on-call basis.
4. CONTRACTOR shall, as possible, provide the same Security Guards at the same location each day. When a Security Guard is unavailable, CONTRACTOR shall immediately supply a substitute Security Guard.
5. Security Guards shall be responsible for: closing and locking all designated doors, gates and windows; turning off all designated office equipment, appliances and building exhaust systems; ensuring that only COUNTY employees, and other persons approved by COUNTY,

are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by COUNTY.

6. Security Guards may, at COUNTY's request, be responsible for setting and/or disarming building alarm systems.
7. Security Guards shall refer all questions of eligibility for COUNTY programs to appropriate COUNTY staff. Guards shall not assist clients in filling out COUNTY forms.

B. Schedule of Security Services. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 7:00 a.m. to 8:00 p.m. Pacific Standard Time (“PST”), Saturday 8:00 a.m. to 5:00 p.m., with on-call coverage during after-hours, weekends, emergencies, or such other schedule as COUNTY may approve. CONTRACTOR may be required to provide security services at DHHS – Social Services facilities on COUNTY holidays. As used herein, the term “COUNTY holiday” refers to dates that have been designated as holidays by COUNTY as set forth in Exhibit G – County of Humboldt Holiday Schedule, which is attached hereto and incorporated herein.
2. CONTRACTOR shall provide security services at designated DHHS – Administration offices on an as-needed basis, with a minimum of twenty four (24) hours notice. CONTRACTOR will not be required to provide security services at DHHS – Administration offices on COUNTY holidays.
3. CONTRACTOR shall provide security services at designated DHHS – Public Health facilities on an on an as-needed basis, with a minimum of twenty four (24) hours notice. The duration of security services to be provided, and the exact number of Security Guards needed at DHHS – Public Health facilities shall be as directed by COUNTY.
4. CONTRACTOR shall provide security services at designated DHHS – Mental Health facilities from 7:00 p.m. to 7:00 a.m. (PST), Monday through Friday or such other schedule as COUNTY may approve. CONTRACTOR may be required to provide security services at DHHS – Administration offices on COUNTY holidays.

**EXHIBIT B**  
**HUMBOLDT COUNTY MENTAL HEALTH CRISIS UNIT**  
**SECURITY SERVICE PROTOCOL**

[Name of Contractor]

[Agreement Term]

**HUMBOLDT COUNTY MENTAL HEALTH CRISIS UNIT**  
**SECURITY GUARD SERVICE PROTOCOL**

Security guard service may be used when there is a high risk behavioral acuity on the Crisis Unit. High risk behavioral acuity is defined as one or more patients who are displaying severe acting out behavior which puts staff or other patients at risk. The combination of high behavioral acuity and low staff response capability would dictate the possible need for a security guard service.

If the above criteria are met, the Charge Nurse should contact administration for authorization to utilize the security guard service.

4. Those who may give authorization include:

Mental Health Director – or designee  
24 Hour Services Program Manager  
Director of Nursing  
Assistant Director of Nursing

5. One of the above will contact [CONTRACTOR] or instruct the Charge Nurse to make arrangements.
6. The Charge Nurse shall reassess the need to continue the security guard service by the end of each shift.
4. The Security Guard is to report to the Charge Nurse and take direction from the Charge Nurse or staff designated by the Charge Nurse.
5. Duties may include one-on-one supervision, monitoring visitors, and assisting patients with phone calls.
6. Security Guards assigned to DHHS – Mental Health facilities shall wear plain clothes suitable to the provision of the security services set forth herein, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
7. Security Guards will not have access to the patient's medical record. The Security Guard will discuss pertinent information obtained while on duty (i.e. patient discussions regarding suicidality or plans to harm others) with assigned staff member who will make the appropriate entries in the medical record.
8. Each Security Guard will sign in/sign out and each Guard will sign on a separate line.
9. All Security Guards assigned to the Mental Health will sign an "Oath of Confidentiality" to assure confidential treatment for all Mental Health patients.
10. Security Guards will not routinely be a part of the Management of Assaultive Behavioral Team, but serve as backup to that Team at the Team's discretion only if the security guard has completed the Humboldt County Mental Health Management of Assaultive Behavioral Training.

**EXHIBIT C**  
**HUMBOLDT COUNTY MENTAL HEALTH SEMPERVIRENS**  
**SECURITY SERVICE PROTOCOL**

[Name of Contractor]

[Agreement Term]

**HUMBOLDT COUNTY MENTAL HEALTH SEMPERVIRENS**  
**SECURITY GUARD SERVICE PROTOCOL**

Security guard service may be used when there is a high risk behavioral acuity on the Unit. High risk behavioral acuity is defined as one or more patients who are displaying severe acting out behavior which puts staff or other patients at risk. The combination of high behavioral acuity and low staff response capability would dictate the possible need for a security guard service.

If the above criteria are met, the Charge Nurse should contact administration for authorization to utilize the security guard service.

1. Those who may give authorization include:

DHHS Mental Health Director – or designee  
24 Hour Services Program Manager  
Director of Nursing  
Assistant Director of Nursing

2. One of the above will contact the contractor or instruct the Charge Nurse to make arrangements.
3. The Charge Nurse shall reassess the need to continue the security guard service by the end of each shift.
4. Security Guards assigned to DHHS – Mental Health facilities shall wear plain clothes suitable to the provision of the security services set forth herein, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
5. The Security Guard is to report to the Charge Nurse and take direction from the Charge Nurse or staff designated by the Charge Nurse.
6. Duties may include assigned rounds, one-on-one supervision, monitoring visitors and assisting patients with phone calls.
7. Security Guards will not routinely be a part of the Management of Assaultive Behavioral Team, but serve as backup to that Team at the Team's discretion. Security Guards, at law enforcement's discretion, may assist with patient hold downs, only if the Security Guard has completed the Humboldt County Mental Health Management of Assaultive Behavioral Training. Security Guards may assist law enforcement in situations requiring intervention.
8. Security Guards will not have access to the patient's medical record. The Security Guard will discuss pertinent information obtained while on duty (i.e. patient discussions regarding suicidality or plans to harm others) with assigned staff member who will make the appropriate entries in the medical record.
9. Each Security Guard will sign in/sign out and each Guard will sign on a separate line.

10. All Security Guards assigned to the Mental Health Branch will sign an "Oath of Confidentiality" to assure confidential treatment for all Mental Health patients.

**EXHIBIT D**  
**SCHEDULE OF RATES**

[Name of Contractor]

[Agreement Term]

1. SECURITY SERVICES:

- A. Base Hourly Rate. COUNTY shall pay CONTRACTOR at the rate of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement, with a [\_\_\_\_\_] ( ) hour minimum per call.
- B. Overtime Rate. COUNTY shall pay CONTRACTOR at the overtime rate of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations.
- C. Criminal and Civil Actions. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by any Security Guard in performance of the security services required under this Agreement in connection with any criminal or civil action involving COUNTY.
- D. Training. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by Security Guards in training authorized or provided by COUNTY. All time spent by Security Guards in training provided by CONTRACTOR shall be at CONTRACTOR's expense.

**EXHIBIT E**  
**COUNTY OF HUMBOLDT**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**  
[Name of Contractor]  
[Agreement Term]

**Recitals:**

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, 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 Agreement.

The parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **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 the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 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. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or

disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- g. Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5)

days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- h. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935I, as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and 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 only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of 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. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section

164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504©(2)(ii)©; 45 C.F.R. Section 164.308(b)].

- m. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504©(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

### 3. Termination

- a. Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
  - b. Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- 4. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

**EXHIBIT F**  
**COUNTY OF HUMBOLDT HOLIDAY SCHEDULE**

[Name of Contractor]

[Agreement Term]

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:** The Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.

**REQUEST FOR PROPOSALS – NO. DHHS2016-01  
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT F – SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR SECURE  
TRANSPORTATION SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
\_\_\_\_\_[NAME OF CONTRACTOR]\_\_\_\_\_  
FOR FISCAL YEARS [20\_\_-20\_\_] THROUGH [20\_\_-20\_\_]**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and \_\_\_\_\_[Name of Contractor]\_\_\_\_\_, a \_\_\_\_\_[Name of State]\_\_\_\_\_ [type of business]\_\_\_\_\_, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), desires to retain a qualified professional to provide secure transportation services within Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and competent to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Secure Transportation Services. CONTRACTOR agrees to provide the secure transportation services described in Exhibit A – Scope of Services in accordance with the policies, procedures, standards and fiscal requirements set forth in Exhibit B – Humboldt County Mental Health Crisis Unit and Sempervirens Transportation Protocol, Exhibit C – Schedule of Rates and Exhibit D – County of Humboldt HIPAA Business Associate Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such secure transportation services, CONTRACTOR agrees to fully cooperate with Director.

2. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

A. Duties and Obligations of CONTRACTOR. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. CONTRACTOR shall ensure that the secure transportation services set forth in this Agreement are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all standard and special instructions provided by COUNTY.

2. CONTRACTOR will have the sole responsibility of paying the salaries, taxes and all other expenses relating to all Secure Transportation Personnel employed thereby. All Secure Transportation Personnel responsible for providing the Secure Transportation services set forth in this Agreement shall be employees of and shall at all times be subject to the direct supervision and control of CONTRACTOR.
3. CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of the secure transportation services set forth in this Agreement. CONTRACTOR shall meet with COUNTY staff on a monthly basis to discuss the secure transportation services being provided thereby.
4. CONTRACTOR shall provide COUNTY with sufficient proof that a background check has been completed for all Secure Transportation Personnel that will be providing the secure transportation services set forth in this Agreement. CONTRACTOR may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records checks and drug screening that it deems appropriate in screening Secure Transportation Personnel.
5. COUNTY reserves the absolute right to reject any Security Guard or Secure Transportation Personnel for any reason by submitting written notification to CONTRACTOR. In the event of such a rejection, CONTRACTOR shall immediately remove that employee from the performance of the secure transportation services set forth in this Agreement, and fill the vacant Security Guard or Secure Transportation Personnel position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and CONTRACTOR.
6. CONTRACTOR shall, upon COUNTY's request, furnish COUNTY with daily time sheets covering all of the time spent by Secure Transportation Personnel providing the secure transportation services set forth in this Agreement.
7. CONTRACTOR shall ensure that all Secure Transportation Personnel are given all required breaks and lunch periods in accordance with all applicable local, state and federal labor laws and regulations. COUNTY shall not be responsible for reimbursing CONTRACTOR for time spent by Secure Transportation Personnel at lunch.
8. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure that all Secure Transportation Personnel are completely outfitted with a uniform, a badge bearing the name of CONTRACTOR as well as the employee's name and identification number and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. CONTRACTOR shall ensure that all Secure Transportation Personnel are adequately trained in the use of all equipment necessary to provide the secure transportation services set forth in this Agreement.
10. CONTRACTOR shall not make copies of any COUNTY-issued keys that are used in the provision of the secure transportation services set forth in this Agreement.
11. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Secure Transportation Personnel, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary in the course of providing the secure transportation services set forth in this Agreement.

12. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Secure Transportation Personnel, shall not disclose confidential medical information or personally identifiable client information, except as required by law.
13. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, Secure Transportation Personnel, shall not access any confidential proprietary information or records, including, but not limited to information which concerns COUNTY's patients, treatment methods, operations and costs ("Proprietary Information"), except as is absolutely necessary in the course of providing the secure transportation services set forth in this Agreement.
14. CONTRACTOR and its agents, officers, officials and employees, including without limitation, Secure Transportation Personnel, shall not disclose, use or copy Proprietary Information without first obtaining COUNTY's express written consent.
15. CONTRACTOR and its agents, officers, officials and employees, including without limitation, Secure Transportation Personnel, shall not provide the names of DHHS staff to any person or organization without first obtaining COUNTY's express written consent.

B. Qualifications and Duties of Secure Transportation Personnel. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Secure Transportation Personnel must successfully complete CONTRACTOR's pre-employment screenings, including, but not limited to, fingerprinting, reference checks, criminal records checks and drug screening.
2. Secure Transportation Personnel must be CPR certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, Secure Transportation Personnel shall perform basic first aid and/or CPR prior to arrival of emergency personnel.
3. Secure Transportation Personnel must have earned, at a minimum, a high school diploma or GED equivalent.
4. All Secure Transportation Personnel must possess an active California Driver's license without legal restrictions, and provide COUNTY, upon request, with any and all California Department of Motor Vehicle reports evidencing a satisfactory driving record.
5. Secure Transportation Personnel shall comply with the requirements and standards set forth in this Agreement, any additional written requirements and standards agreed upon by COUNTY and CONTRACTOR, and any other special instructions, oral or written, that may be issued from time to time by designated employees of COUNTY.
6. Secure Transportation Personnel shall notify COUNTY staff of any problems or concerns regarding the provision of the secure transportation services set forth in this Agreement. Secure Transportation Personnel shall allow COUNTY staff to work with CONTRACTOR to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Secure Transportation Personnel shall be available for all applicable training provided by COUNTY, in addition to any training provided by CONTRACTOR. Time spent at such training provided by COUNTY shall be at COUNTY's expense, and will be considered paid time for which CONTRACTOR will be reimbursed according to the rates mutually agreed

upon by COUNTY and CONTRACTOR. Time spent at training provided by CONTRACTOR, either directly or indirectly, shall be at CONTRACTOR's expense.

8. Secure Transportation Personnel shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Secure Transportation Personnel shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Secure Transportation Personnel shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing threats of violent or aggressive behavior and appropriately responding thereto in accordance with COUNTY's emergency response protocols.
11. Secure Transportation Personnel shall attempt to prevent injury to COUNTY staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. COUNTY may, at its sole discretion, require Secure Transportation Personnel to complete an hourly operating log, incident reports and other similar documents.
13. Secure Transportation Personnel shall not smoke while on duty. Secure Transportation Personnel shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty.
14. Secure Transportation Personnel shall not drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
15. Secure Transportation Personnel shall not have visitors or be accompanied by pets while on duty. Secure Transportation Personnel shall avoid casual conversation with COUNTY clients and staff except as necessary to provide the secure transportation services set forth in this Agreement. Secure Transportation Personnel shall not fraternize, or become overly friendly, with COUNTY clients or staff. Telephone calls made or received by Secure Transportation Personnel while on duty shall be restricted to business and emergency related matters.
16. Secure Transportation Personnel must show a visible presence in their assigned areas, and shall not leave such areas until relieved by CONTRACTOR.
17. Secure Transportation Personnel must take all breaks and lunch periods away from assigned service areas.
18. Secure Transportation Personnel shall not use COUNTY office equipment or appliances without COUNTY's prior approval.
19. Secure Transportation Personnel shall not use COUNTY telephones, except as specifically needed to provide the secure transportation services set forth in this Agreement.
20. Secure Transportation Personnel shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without COUNTY's prior

approval. While on duty, Secure Transportation Personnel shall not use any type of electronic equipment, device, machine or appliance for personal use.

21. Secure Transportation Personnel shall not remove any property belonging to COUNTY from COUNTY premises.
22. Secure Transportation Personnel shall not accept any gratuities from COUNTY staff, COUNTY clients or any other member of the public.
23. All Secure Transportation Personnel shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

C. Performance Standards Pertaining Specifically to Secure Transportation Services Provided to all DHHS Patients and Clients. Any and all vehicles used to transport DHHS patients and/or clients shall be partitioned and meet any and all applicable safety standards issued by the Occupational Safety and Health Administration. Such vehicles shall also be regularly maintained and in good operational condition prior to the transportation of any DHHS patients and/or clients.

D. Performance Standards Pertaining Specifically to Secure Transportation Services Provided to DHHS – Mental Health Patients. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Secure Transportation Personnel assigned to transport DHHS – Mental Health patients must complete the MAB training utilized by COUNTY prior to providing secure transportation services.
2. Secure Transportation Personnel shall comply with the policies, procedures and protocols for secure transportation services set forth in the Humboldt County Mental Health Crisis Unit and Sempervirens Transportation Protocol, which is attached hereto as Exhibit E and incorporated herein by reference as if set forth in full.

3. RIGHTS AND RESPONSIBILITIES OF COUNTY:

- A. Office Space, Supplies and Support Services. COUNTY will provide CONTRACTOR with all office space, supplies and support services necessary for providing secure transportation services pursuant to the terms and conditions of this Agreement at COUNTY's expense.
- B. Name Badges. COUNTY will provide Secure Transportation Personnel with DHHS – Mental Health name badges at COUNTY's expense.
- C. Keys to Designated DHHS Offices and Facilities. COUNTY will provide CONTRACTOR with keys to designated DHHS offices and facilities at which secure transportation services will be provided pursuant to the terms and conditions of this Agreement at COUNTY's expense.

4. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [\_\_\_\_\_, 20\_\_], unless sooner terminated as provided herein.

5. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_). In no event shall the maximum amount paid under this Agreement exceed [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) for fiscal year [20\_\_-20\_\_] and [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) for fiscal year [20\_\_-20\_\_]. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Hold Harmless. In the event COUNTY cannot, or will not, pay for services rendered by CONTRACTOR pursuant to the terms and conditions of this Agreement, CONTRACTOR shall hold harmless the State of California and Medi-Cal Beneficiaries.

7. PAYMENT:

CONTRACTOR shall submit to COUNTY \_\_\_\_ [annual/semi-annual/quarterly/monthly] \_\_\_\_ invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final

invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – [Name of Division]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Administration  
Attention: Paul Sheppard, Assistant Director  
507 F Street  
Eureka, CA 95501  
Email: [PSheppard@co.humboldt.ca.us](mailto:PSheppard@co.humboldt.ca.us)

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

9. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by

COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

11. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

12. CONFIDENTIAL INFORMATION:

- A. Legal Compliance. CONTRACTOR hereby agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health & Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology and Clinical Health Act ("HITECH Act"); the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162; 42 C.F.R. Sections 431.300, et seq.; and 45 C.F.R. Section 205.50, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. HIPAA BUSINESS ASSOCIATE AGREEMENT:

CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in the "County of Humboldt HIPAA Business Associate Agreement," which is attached hereto as Exhibit D and incorporated herein by reference and made a part hereof as if set forth in full.

14. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

15. SMOKE-FREE WORKPLACE CERTIFICATION:

- A. Legal Requirements. Public Law 103-227, also known as the Pro-Children Act of 1994 ("PCA"), requires that smoking not be permitted in any portion of any indoor facility owned or leased, or contracted for, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through local or state governments by federal grant, contract, loan or loan guarantee. The PCA also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The PCA does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program coupons are redeemed.
- B. Certification of Compliance. By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the PCA, and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined thereby.
- C. Effect of Non-Compliance. Failure to comply with the provisions of the PCA may result in the imposition of a civil monetary penalty of up to One Thousand Dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- D. Incorporation of Provisions. CONTRACTOR further agrees that it will incorporate the provisions contained herein into any subcontracts entered into that involve the services to be provided hereunder.

16. DRUG FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

17. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

18. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without

limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

19. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase

additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attn: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: [Name of Contractor]  
Attention: [Name of Contact Person]  
[Street Address]  
[City, State Zip Code]

20. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

21. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the secure transportation services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

22. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

23. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

24. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

25. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

26. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

27. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

28. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

29. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

30. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

32. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

33. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

34. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

35. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

36. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

37. SURVIVAL:

The duties and obligations of the parties set forth in Section [ ] – Compensation Upon Termination, Section [ ] – Record Retention and Inspection, Section [ ] – Confidential Information and Section [ ] – Indemnification shall survive the expiration or termination of this Agreement.

38. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

39. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

40. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

41. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

42. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this Agreement are hereby ratified.

43. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**[CONTRACTOR'S NAME]:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

[Name of Board Chair]  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Humboldt County Mental Health Crisis Unit and Sempervirens Transportation Protocol
- Exhibit C – Schedule of Rates
- Exhibit D – County of Humboldt HIPAA Business Associate Agreement
- Exhibit E – County of Humboldt Holiday Schedule

**EXHIBIT A**  
**SCOPE OF SERVICES**  
[Name of Contractor]  
[Agreement Term]

1. SECURE TRANSPORTATION SERVICES:

CONTRACTOR shall furnish an adequate number of uniformed Secure Transportation Personnel to provide secure transportation services for DHHS patients and clients on an as-needed basis both within and outside of Humboldt County. All secure transportation of DHHS patients and/or clients shall be performed according to the requirements, standards and protocols set forth in this Agreement.

**EXHIBIT B**  
**HUMBOLDT COUNTY MENTAL HEALTH CRISIS UNIT**  
**AND SEMPERVIRENS TRANSPORTATION PROTOCOL**

[Name of Contractor]

[Agreement Term]

**CRISIS SERVICES UNIT AND SEMPERVIRENS TRANSPORTATION PROTOCOL**

CONTRACTOR shall provide secure transportation services as needed in a manner as described in the below protocol.

Secure Transportation personnel may be utilized to securely transport patients to non-emergent medical evaluations and to out of county psychiatric facilities if the patient is determined appropriate for transfer and to return patients to COUNTY from out-of-County hospitalization or other placement.

Secure transportation personnel shall provide secure transportation services in accordance with the following policies and procedures:

1. The Physician ordering the hospitalization or other placement will determine if the patient to be transported is behaviorally and medically stable enough to be safely transported by secure transportation personnel or requires transport by ambulance.
2. If it is determined that a patient may be safely transported by secure transportation personnel, the Charge Nurse and/or Clinician will contact the appropriate administrator for approval.
3. The "Transport" form will be completed.
4. The Charge Nurse or designee will contact the [CONTRACTOR] and request their services.
  - a. If a female patient (adult or minor) is being transported at least one female guard shall be in attendance and in direct contact at all times.
  - b. If two (2) same sex patients are being transported, the treating physician(s) will determine if they can safely be transported together in one vehicle. No more than two (2) patients will be transported in the same vehicle at the same time. Under no circumstances may:
    - i. A minor patient be transported with an adult patient.
    - ii. A female patient be transported with a male patient.
  - c. If secure transportation personnel needs assistance during the transport, they will contact the appropriate party for assistance.
    - i. Medical emergency- call 911 to request an ambulance.
    - ii. Behavioral including AWOL- call 911 to request law enforcement.
    - iii. If a patient is being transported to an out-of-County inpatient facility, the Charge Nurse or Treating –Physician(s) should review the need for medical clearance by a local ER prior to the transport. It should be taken into consideration that non-medical staff will transporting the patient and that the duration of the trip may be several hours.

5. Secure transportation personnel are not to use force or items of control- i.e. handcuffs on the patient.
6. Secure transportation personnel shall contact the Crisis Unit if an emergency occurs- The Charge Nurse and/or Clinician will immediately contact the appropriate administration about the incident AND complete an incident report.
7. Patients shall not be left unattended in vehicles.
8. Patients will normally be provided with food as authorized by the Physician for the transport. If food is not provided, secure transportation personnel shall ensure the patient receives three meals per day and snacks. Receipts will be required to reimburse for the actual cost of food purchased for patient during transport.
9. In warm and hot weather:
  - a. Windows shall be lowered 3-4 inches to provide ventilation in vehicles without air-conditioning or when the vehicle is stopped/parked.
  - b. Vehicles with patients shall be parked in the shade during waiting times over five (5) minutes.
  - c. Unless medically ordered otherwise, patients shall be given eight (8) ounces of water hourly.
10. Two (2) secure transportation personnel members are required for all out-of-county transportation.
11. Two (2) secure transportation personnel members are required for all transportation of two (2) patients.

**EXHIBIT C**  
**SCHEDULE OF RATES**

[Name of Contractor]

[Agreement Term]

1. SECURE TRANSPORTATION SERVICES:

- A. In-County Transport of One (1) Individual. For in-county secure transportation services of one (1) DHHS client or patient, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for one (1) Secure Transportation Personnel member and vehicle, including mileage. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour for the second Secure Transportation Personnel member. As used herein, the term "in-county" is defined as any location within the boundaries of Humboldt County.
- B. In-County Transport of Two (2) Individuals to the Same Location. For in-county secure transportation services of two (2) DHHS clients or patients to the same location, in the same vehicle, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for two (2) Secure Transportation members and vehicle, including mileage.
- C. In-County Transport of Two (2) Individuals to Different Locations on the Same Route. For in-county secure transportation services of two (2) DHHS clients or patients to different locations on the same route, in the same vehicle, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for two (2) Secure Transportation Personnel members and vehicle, including mileage, to the furthest location.
- D. In-County Transport of Two (2) Individuals to Different Locations on Different Routes. For in-county secure transportation services of two (2) DHHS clients or patients to different locations, on different routes, in the same vehicle, the amount paid to CONTRACTOR shall be [ ] Dollars (\$ , . ) per hour, with a [ ] ( ) hour minimum per call, for two (2) Secure Transportation Personnel members and vehicle, including mileage, round trip.
- E. Overtime Rates for In-County Secure Transportation Services. COUNTY shall pay CONTRACTOR the overtime rate of one and one-half (1.5) times the hourly rate for each Secure Transportation Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one work day or as otherwise required by local, state or federal laws or regulations.
- F. Out-of-County Transport of One (1) Individual. For out-of-county secure transportation services of one (1) DHHS client or patient, the amount paid to CONTRACTOR shall be in accordance with the Schedule of Out-of-County Transportation Fees set forth herein. The fees set forth in the Schedule of Out-of-County Transportation Fees are for two Secure Transportation Personnel members round trip, including vehicle and mileage. As used herein, the term "out-of-county" is defined as any location outside of the boundaries of Humboldt County.
- G. Out-of-County Transport of two (2) Individuals. For out-of-county secure transportation services of two (2) DHHS clients or patients to the same location, in the same vehicle, the amount paid to CONTRACTOR for the first patient or client shall be in accordance with the Schedule of Out-of-County Transportation Fees set forth herein. The amount paid to CONTRACTOR for the second

client or patient shall be at half the rate set forth in the Schedule of Out-of-County Transportation Fees.

- H. Overnight Stays. Overnight out-of-county trips require authorization from Director, and receipts for approved meals and lodging must accompany all invoices associated with such overnight trips. Reimbursements shall be made only for actual and receipted expenses.
- I. Daily Meal and Lodging Allowances. The maximum daily meal allowance for each Secure Transportation Personnel member shall not exceed [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_). Lodging expenses shall not exceed [ \_\_\_\_\_ ] Dollars (\$ \_\_, \_\_. \_\_) per night.
- J. Cancellations. Cancellations occurring after the arrival of Secure Transportation Personnel shall result in a minimum charge of [ \_\_\_\_\_ ] ( ) hour(s).

2. SCHEDULE OF OUT-OF-COUNTY TRANSPORTATION RATES:

COUNTY	RATE	COUNTY	RATE	COUNTY	RATE	COUNTY	RATE
Alameda	\$ .	Kings	\$ .	Plumas	\$ .	Sutter	\$ .
Alpine	\$ .	Lake	\$ .	Riverside	\$ .	Tehama	\$ .
Amador	\$ .	Lassen	\$ .	Sacramento	\$ .	Trinity	\$ .
Butte	\$ .	Los Angeles	\$ .	San Benito	\$ .	Tulare	\$ .
Calaveras	\$ .	Madera	\$ .	San Bernardino	\$ .	Tuolumne	\$ .
Colusa	\$ .	Marin	\$ .	San Diego	\$ .	Ventura	\$ .
Contra Costa	\$ .	Mariposa	\$ .	San Francisco	\$ .	Yolo	\$ .
Del Norte	\$ .	Mendocino	\$ .	San Joaquin	\$ .	Yuba	\$ .
El Dorado	\$ .	Merced	\$ .	San Luis Obispo	\$ .		
Fresno	\$ .	Modoc	\$ .	San Mateo	\$ .		
Glenn	\$ .	Mono	\$ .	Santa Barbara	\$ .		
Imperial	\$ .	Monterey	\$ .	Santa Clara	\$ .		
Inyo	\$ .	Napa	\$ .	Santa Cruz	\$ .		
Kern	\$ .	Nevada	\$ .	Siskiyou	\$ .		
Orange	\$ .	Shasta	\$ .	Solano	\$ .		
Placer	\$ .	Sierra	\$ .	Stanislaus	\$ .		

**EXHIBIT D**  
**COUNTY OF HUMBOLDT**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

[Name of Contractor]

[Agreement Term]

**Recitals:**

- A. COUNTY, as a "Covered Entity" (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, 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 Agreement.

The parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **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 the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- 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. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

## 2. Obligations of Business Associate

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or

disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- g. Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5)

days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- h. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935I, as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and 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 only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of 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. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section

164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504©(2)(ii)©; 45 C.F.R. Section 164.308(b)].

- m. Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

### 3. Termination

- a. Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
  - b. Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.
- 4. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

**EXHIBIT E**  
**COUNTY OF HUMBOLDT HOLIDAY SCHEDULE**

[Name of Contractor]

[Agreement Term]

<b>HOLIDAY</b>	<b>DAY OBSERVED</b>
*New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
*Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
* Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

**\*Note:** The Friday preceding January 1, February 12, July 4, November 11, or December 25, when such date falls on a Saturday or; the Monday following such date when such date falls on a Sunday.