



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-11

For the meeting of: June 9, 2015

Date: May 14, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *CB*  
Department of Health and Human Services

Subject: First Amendment to Agreement between Humboldt County Department of Health and Human Services and American Star Security Corporation

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the First Amendment to Agreement with American Star Security Corporation for security guard and transportation services for fiscal years 2014-2015, 2015-2016, 2016-2017 and 2017-2018;
2. Authorizes the Chair of the Board to execute three (3) originals of the First Amendment to Agreement with American Star Security Corporation; and
3. Approves and authorizes the Department of Health and Human Services (DHHS) Assistant Director of Administration to exercise the future options to extend the Agreement for fiscal years 2016-17 and 2017-18 by providing a 30-day written notice to American Star Security Corporation; and
4. Directs the Clerk of the Board to return two (2) executed originals of the First Amendment to the DHHS-Contract Unit.

### SOURCE OF FUNDING:

Social Services, Children and Family Services, Mental Health, and Public Health Funds

Prepared by Michelle Tucker, ASO

CAO Approval *Amey Rosen*

REVIEW:

Auditor *WBM*

County Counsel *KR*

Personnel

Risk Manager *W.F.*

Other

TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. D-5, D-7, C-8, C-10; C-12

Meeting of: 9/8/2009, 11/10/2009, 5/22/2012, 5/14/13, 6/24/2014

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bohn* Seconded by Supervisor *Bass*

Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*  
Nays  
Abstain  
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 9, 2015*

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board



#### DISCUSSION:

On June 24, 2014 (item C-12), the Board (DHHS) approved the Agreement with American Star Security Corporation to provide onsite security guard and transportation services for fiscal year 2014-15 with three (3), one (1) year options to extend the Agreement under the same terms and conditions.

DHHS requires additional security guard coverage services at DHHS-Social Services' and DHHS-Mental Health facilities to improve safety conditions for clients and staff. Additionally DHHS continues to require the transportation services provided by American Star Security Corporation from DHHS facilities. The First Amendment to Agreement term will provide for additional after hours coverage and additional as-needed based coverage, extend the term from July 1, 2015 to June 30, 2016, and will provide DHHS two (2), one (1) year options to extend the Agreement under the same terms and conditions.

Therefore, DHHS recommends that the Board of Supervisors approves and authorizes the Chair to sign the Agreement with American Star Security Corporation for security guard and transportation services, and approves and authorizes the DHHS Assistant Director of Administration to exercise the future options to extend the Agreement for fiscal years 2016-17 and 2017-18 by providing a 30-day written notice to American Star Security Corporation.

#### FINANCIAL IMPACT:

The cost associated with the First Amendment to Agreement is not to exceed the amount of \$450,000 per fiscal year and is included in the approved fiscal year 2014-15 budget and proposed 2015-16 budget in Sempervirens/Psychiatric Emergency Services Budget Unit 1170-495, Children and Family Services Budget Unit 1170-497, Social Services budget unit 1160-511 Administration, and Public Health Budget Unit 1175-400 administration. There is no impact to the County General Fund.

Approving the First Amendment to Agreement with American Star Security Corporation supports the Board's Strategic Framework by creating opportunities for improved health and safety and protecting vulnerable populations.

#### OTHER AGENCY INVOLVEMENT:

None

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the First Amendment to Agreement. DHHS does not recommend this option because of the impact it would have on the security and transportation needs of clients and staff in or at DHHS facilities.

#### ATTACHMENTS:

1. Agreement with American Star Security Corporation for security guard and transportation services
2. First Amendment to Agreement with American Star Corporation (3 originals)

**AGREEMENT  
BY AND BETWEEN  
HUMBOLDT COUNTY  
AND  
AMERICAN STAR SECURITY CORPORATION  
FOR FISCAL YEAR(S) 2014-15, 2015-16, 2016-17 and 2017-18**

This Agreement, made and entered into this 24<sup>th</sup> day of June, 2014, at Eureka, California, by and between Humboldt County, hereinafter referred to as "COUNTY" and American Star Security Corporation (*a California Corporation*), hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS), desires to retain a CONTRACTOR to provide the following services: provide uniformed and plain-clothed security guards to guard property owned by or leased by COUNTY and transport services both within and outside of Humboldt County. Transport services may include transportation of DHHS-Mental Health patients, and/or DHHS-Social Services, and/or other DHHS clients inside of and/or outside of Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or its clients/patients.

NOW THEREFORE BE IT AGREED:

1. SCOPE OF SERVICES:

CONTRACTOR agrees to provide all of the services as set forth in Exhibit A-1 consisting of 3 pages, Exhibit A-2 consisting of 3 pages, Exhibit A-3 consisting of 2 pages, Exhibit A-4



consisting of 2 pages, and Exhibit A-5 consisting of 2 pages attached here to and incorporated by references. Said exhibits describe the work to be performed by CONTRACTOR under this agreement. The term "COUNTY property" as used in the exhibits means real property owned or leased by the COUNTY.

2. NO TERMS NOT INCLUDED:

This Agreement contains all 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 of the parties.

3. TERM:

The term of this Agreement shall be from July 1, 2014 and shall continue through June 30, 2015, unless sooner terminated as provided herein. At COUNTY's option, this Agreement may be extended for up to three (3) additional one (1) year terms by COUNTY notifying CONTRACTOR in writing at least thirty (30) days prior to termination of this Agreement or any extension.

4. TERMINATION:

A. Breach of Contract -- COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in its sole discretion, the determination is made that there is:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted; or
- iv. Improperly performed service.

B. Without Cause -- This Agreement may be terminated by either party without cause as follows:



- i. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of such intent to terminate. The notice shall state the effective date of the termination.
- ii. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice; except that COUNTY shall take into consideration the welfare of COUNTY's clients/patients and make allowance for the treatment needs of its clients.

5. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or CONTRACTOR at the following addresses:

COUNTY: Humboldt County Dept. of Health and Human Services  
Attention: DHHS Director  
507 F Street  
Eureka, California 95501

CONTRACTOR: American Star Security Corporation  
P. O. Box 349  
Eureka, CA 95502

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

7. PAYMENT:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of Four Hundred Fifty Thousand Dollars (\$450,000) per fiscal year. All costs incurred above the maximum amount will be the responsibility of the

CONTRACTOR. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached. Specific payment terms and conditions are set forth in Exhibit B-1 consisting of 1 page, Exhibit B-2 consisting of 2 pages and Schedule 1-A attached hereto and incorporated herein by reference.

CONTRACTOR shall submit an itemized invoice monthly to COUNTY itemizing all work completed and costs incurred as of the invoice date. Payment for work performed will be made within thirty (30) days after receipt of the invoice.

8. NO 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 the CONTRACTOR. Neither 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 of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

9. AUDITS:

CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this Agreement pursuant to Government Code Section 8546.7. CONTRACTOR shall hold COUNTY harmless for any



liability resulting from said audit.

10. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

11. MONITORING:

CONTRACTOR agrees to extend to the Humboldt County Department of Health and Human Services Director or designee, the State or Federal governments or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients or patients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement.

12. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.

13. SUBCONTRACTING:

CONTRACTOR shall not subcontract for any services without prior written approval of COUNTY.

14. 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, worker's

compensation and injury leave or other leave benefits.

15. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR 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 becomes a Nuclear Weapons Contractor.

16. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

CONTRACTOR further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards and any other applicable standards or criteria established locally or by the State or Federal governments.

17. VENUE AND APPLICABLE LAW:

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

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy 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.

19. NONDISCRIMINATION:

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

20. RECORDS:

- A. CONTRACTOR agrees to prepare and maintain timely, accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending County, State and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.
- B. CONTRACTOR will permit COUNTY, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the COUNTY, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.



21. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, CONTRACTOR may receive confidential information. CONTRACTOR agrees to protect the confidentiality of all DHHS clients and patients in conformance with, but not limited to, California Welfare and Institutions Code Sections 827, 5328, 10850, and 14100.2, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 130203 as applicable, the United States Health Information Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations"), including Title 45 of the Code of Federal Regulations Section 205.50.

22. INSURANCE REQUIREMENTS:

- A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than

A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder 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 One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability insurance with a limit of liability of 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 or coverage for "any auto".
3. Workers Compensation and Employer's Liability Insurance providing worker's compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.



4. Professional liability insurance/errors and omission coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars [\$3,000,000.00]) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. CONTRACTOR shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance notices sent to:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 131  
Eureka, CA 95501

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

(1) The Comprehensive General Liability Policy shall provide that the COUNTY, its 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 the COUNTY, its 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 "XCU Hazards".

- c. Is primary insurance as regards to County of Humboldt.
  - 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 policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 5. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (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 project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.



- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its 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 by COUNTY. The endorsements shall be on forms as approved by the COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) 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 of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.
- (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 aggregate limits set forth above.

23. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves

the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

24. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by COUNTY and DHHS Director and CONTRACTOR.

25. DRUG FREE WORKPLACE CERTIFICATION:

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace,
  - ii. CONTRACTOR's policy of maintaining a drug-free workplace,
  - iii. any available counseling, rehabilitation and employee assistance programs, and
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c) that every employee who works on the Agreement:
  - i. will receive a copy of CONTRACTOR's drug-free policy statement,



- and
- ii. will agree to abide by the terms of CONTRACTOR'S statement as a condition of employment on the Agreement or grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of future state contracts if the Department determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

26. PATIENTS' RIGHTS:

The parties to this Agreement shall comply with applicable laws, regulations and State policies relating to patients' rights.

27. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law 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 WIC coupons are redeemed. Failure to comply with the provisions of the

law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

28. STANDARD OF PRACTICE:

CONTRACTOR warrants that CONTRACTOR 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.

29. FACILITIES: MATERIAL AND SERVICES:

COUNTY will provide the necessary office, supplies, and support services required by CONTRACTOR in performing work activities under this Agreement.

30. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the written mutual consent of both parties.

31. HIPAA REQUIREMENTS:

The "County of Humboldt HIPAA Business Associate Agreement," a copy of which is attached hereto and identified as Exhibit C, is hereby incorporated into this Agreement.

The CONTRACTOR agrees to adhere to the terms and conditions set forth therein.

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

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *Am. Humboldt*

APPROVED AS TO LEGAL FORM:

By *Karen Roebuck*  
County Counsel

APPROVED AS TO INSURANCE:

*Daniel J. Feltz*  
Risk Manager

COUNTY OF HUMBOLDT:

*By Bol*  
Chair, of the Board of Supervisors

CONTRACTOR:

*Michael Bayl*  
Name

President CEO / President  
American Star Private Security  
Title

*Deris Bayl*  
Name

Asst / Supervisor  
Title

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.

**EXHIBIT A-1 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**GENERAL SECURITY GUARD REQUIREMENTS AND STANDARDS**

**FOR ALL BRANCHES OF THE HUMBOLDT COUNTY DEPARTMENT  
OF HEALTH AND HUMAN SERVICES**

1. The exact number, principal posts and hours of duty of Guards shall be as directed from time to time by COUNTY.
2. CONTRACTOR agrees to perform on-call for emergencies.
3. CONTRACTOR shall provide transportation services on an as needed basis both within and outside of Humboldt County for DHHS-Mental Health patients, DHHS-Social Services clients and/or other DHHS clients and patients. Transportation services for any DHHS patient and/or client shall be performed according to the standards set forth in Exhibit A-1 and A-3.
4. COUNTY reserves the absolute right to reject any Guard for any reason by informing CONTRACTOR and CONTRACTOR agrees to replace such Guard no later than the next workday. Such right of rejection shall not be construed as establishing an employer-employee relationship.
5. COUNTY may use whatever screening methods, including fingerprinting, that it deems appropriate in screening Guards.
6. CONTRACTOR's supervising personnel shall be available at all times to report to and confer with designated employees of COUNTY and meet once monthly with designated employees of the COUNTY.
7. CONTRACTOR shall, on request by COUNTY, furnish COUNTY with daily time sheets covering all of the hours spent by Guards in carrying out the terms of this Agreement.
8. Guards shall be available for training provided by COUNTY at COUNTY's expense in addition to any training provided by CONTRACTOR. Time spent at such training provided by COUNTY will be considered paid time for which CONTRACTOR will be reimbursed according to the rates in Exhibits B-1 and Exhibit B-2. Time spent at training provided by CONTRACTOR, either directly or indirectly, shall be at the expense of CONTRACTOR.
9. Guards shall perform their duties in a polite, courteous and business like manner and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
10. COUNTY may, at its option, require Guards to complete an hourly operating log, incident reports and similar documents.



11. Guards shall not smoke while on duty. There shall be no reading unauthorized materials, listening to music, wearing headphones, grooming, playing cards or other recreational activities while on duty.
12. Guards shall not drink alcohol and/or use illegal or controlled substances on duty nor report for duty under the influence of alcohol or illegal or controlled substances.
13. Guards shall not have visitors or be accompanied by pets while on duty. Guards shall avoid casual conversation with COUNTY clients and staff except as pertains to COUNTY business. Guards shall not fraternize with, or become overly friendly with, COUNTY staff or clients. Use of telephone shall be restricted to business and emergencies.
14. Guards shall not leave their posts until relieved by CONTRACTOR.
15. Guards shall not use COUNTY equipment including, but not limited to, copiers, faxes, computers, etc. without prior approval.
16. Guards shall not use any COUNTY telephone, except as specifically needed to perform assigned duties.
17. Guards shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without prior approval. While transporting, Guards shall not use any type of electronic equipment, device, machine or appliance for personal use.
18. Guards shall not remove any property belonging to COUNTY from COUNTY premises.
19. Guards shall not accept any gratuities.
20. The Guard services provided for by this Agreement shall be performed by qualified, efficient, and discreet employees in strict accordance with the recognized best practices, including client and patient confidentiality, and with the standard and special instructions provided by COUNTY.
21. The conduct of the Guards is to be determined by written standard rules to be agreed upon between COUNTY and CONTRACTOR and by any other special instructions, oral or written that may be issued from time to time by designated employees of COUNTY. Guards must show a visible presence in area assigned to patrol, must have a friendly attitude, have minimal social interactions with patients and clients, follow directions of staff, assist staff as requested, leave assignment with permission only and notify staff of concerns and allow staff to plan action.
22. If for any reason, COUNTY believes that any employee of CONTRACTOR is not properly carrying out his or her duties, CONTRACTOR will immediately remove that employee from the performance of the services to be provided under this Agreement and simultaneously substitute another employee, if requested to do so.

23. All Guards furnished by CONTRACTOR shall be employees of CONTRACTOR and shall at all times be subject to the direct supervision and control of CONTRACTOR. CONTRACTOR will have the sole responsibility of paying the salaries, taxes and all other expenses relating to each employee of CONTRACTOR. CONTRACTOR is operating in an independent contractor status and not an agent or employee of COUNTY.
24. COUNTY will provide necessary keys at COUNTY's expense, such keys to be returned to COUNTY on termination of this Agreement. CONTRACTOR shall not make copies of any keys issued. COUNTY will provide DHHS-Mental Health name badges at COUNTY's expense.
25. COUNTY will develop a list of protocols and procedures to be followed by Guard [see attached protocols (Exhibits A-3, A-4 and A-5) for Crisis Unit and Sempervirens].
26. The supervisory personnel of CONTRACTOR who are responsible for the direct supervision of the Guards shall be available at all times to report to and confer with the designated employees of COUNTY and meet once monthly with designated employees of COUNTY.
27. While on duty, other than at the DHHS- Mental Health Crisis Unit or Sempervirens , each Guard furnished by CONTRACTOR shall be completely outfitted with a uniform, a badge bearing the name of the CONTRACTOR and an employee name or number by which the Guard may be identified and all necessary equipment and shall be trained in their use or as otherwise specified.
28. All Department of Health and Human Services (DHHS) records and activities are confidential. CONTRACTOR and/or its employees shall not reveal information on DHHS clients to any person nor discuss DHHS activities and records with any person either on or off premises when related to DHHS business. Neither CONTRACTOR nor its employees shall provide a list of names of DHHS staff or clients to any person or organization when unrelated to the conduct of DHHS business.
29. All Guards assigned to the Department of Health and Human Services and all of its es performing Guard or transport services will sign an "Oath of Confidentiality" to assure confidential treatment of all DHHS clients and patients.
30. Guards will summon law enforcement when necessary.



**EXHIBIT A-2 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**I. PERFORMANCE OF SERVICES**

**AT COUNTY SOCIAL SERVICES FACILITIES**

1. CONTRACTOR shall furnish an adequate number of uniformed security guards, hereinafter referred to as "Guards" to protect property leased by COUNTY located at 929 Koster Street, Eureka, CA; 537 W. Washington Street, Eureka, CA; 445 W. Washington Street, Eureka, CA; 600 W. Clark Street, Eureka, CA; 638 W. Clark Street, Eureka, CA and such other sites as COUNTY shall determine, hereinafter referred to as "Protected Property".
2. CONTRACTOR agrees to perform on-call for emergencies.
3. While on duty at the Protected Property, each Guard shall be completely outfitted with a uniform, a badge bearing the name of CONTRACTOR and an employee name or number by which Guard may be identified, and all necessary equipment including two-way radio and cell phone. Handcuffs, baton, and chemical mace or pepper spray at the discretion of CONTRACTOR. Guards shall be fully trained in the use of such equipment.
4. CONTRACTOR agrees, insofar as possible, to provide the same Guards at the same location each day. When a Guard is unavailable, CONTRACTOR shall immediately supply a substitute Guard.
5. Guards shall be on duty from 8:00 a.m. to 6:00 p.m., Monday through Friday (County holidays excepted) or such other schedule as COUNTY may approve. Guards may take up to one (1) hour lunch and up to two (2) 15-minute breaks per day. COUNTY shall not pay for time spent at lunch. Breaks and lunch shall be taken away from duty station.
6. Guards shall be responsible for locking doors and gates of protected property, checking that windows are closed, that designated computer equipment, kitchen stoves, coffee machines, fans, building exhaust systems, and other equipment is turned off, and for ensuring that only COUNTY employees, and other persons approved by COUNTY are in the building at lock-up. COUNTY will provide necessary keys at COUNTY's expense; CONTRACTOR shall not make copies of any keys issued.
7. Guards may, at COUNTY's request, be responsible for setting the building alarm system.
8. Guards shall refer all questions of eligibility for COUNTY programs to appropriate COUNTY staff. Guards shall not assist clients in filling out COUNTY forms.
9. CONTRACTOR shall provide transportation services on an as needed basis. Transportation Services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.



**II. PERFORMANCE OF SERVICES****AT COUNTY DHHS ADMINISTRATION OFFICES**

1. CONTRACTOR shall provide security guard services as needed in a manner as described in Section I above.
2. CONTRACTOR shall provide security guard services on an as-needed basis, with a minimum twenty four (24) hours notice, at the DHHS Administration Offices.

**III. PERFORMANCE OF SERVICES****AT COUNTY PUBLIC HEALTH FACILITIES**

1. CONTRACTOR shall provide security guard services as needed in a manner as described in Section I above.
2. CONTRACTOR shall provide security guard services on an as-needed basis, with a minimum of twenty four (24) hours notice, at Public Health facilities.
3. CONTRACTOR shall provide transportation services on an as needed basis. Transportation services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.

**IV. PERFORMANCE OF SERVICES****AT COUNTY MENTAL HEALTH FACILITIES**

1. CONTRACTOR shall provide security services on an as needed basis. CONTRACTOR shall provide transportation services on an as needed basis. Services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.
2. Uniforms  
While on duty at the Crisis Unit or Sempervirens, each Guard furnished by shall wear plain clothes suitable to the performance of the duties.
3. Equipment  
Uniforms, handcuffs, mace/pepper spray and baton or other articles of control are not allowed while on duty at the Crisis Unit or Sempervirens. Only Guards who have completed the Humboldt County Mental Health Management of Assaultive Behavior (MAB) training will be allowed to put "hands on" a patient. The Guard may put "hands on" only as part of the MAB team and the Guard will not be the team leader.

**EXHIBIT A-3 OF AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**CRISIS SERVICES UNIT and SEMPERVIRENS TRANSPORTATION**

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

**A. CRISIS SERVICES UNIT and SEMPERVIRENS**

**TRANSPORTATION PROTOCOL: SECURITY GUARD**

- Policy:** Security guards 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.
- Procedure:**
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 security guard staff or requires transport by ambulance.
  2. If it is determined that a patient may be safely transported by a security guard, 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 following security company and request their services.

**American Star Security Corporation**

- 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 the security guard 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. The security guard is not to use force or items of control- i.e. handcuffs on the patient.
- 6. The security guard will 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. Whenever a female patient is transported, the security company shall always be responsible for having at one (1) female guard present and in direct contact at all times.
- 8. Patients shall not be left unattended in vehicles.
- 9. Patients will normally be provided with food as authorized by the Physician for the transport. If food is not provided, the security guards will 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.
- 10. 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.
- 11. Two (2) security guards are required for all out-of-county transportation.
- 12. Two (2) security guards are required for all transportation of two (2) patients.



**EXHIBIT A-4 OF AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**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
  - Deputy Mental Health Director(s)
  - 24 Hour Services Program Manager
  - Director of Nursing
  - Assistant Director of Nursing
2. One of the above will contact American Star Security Corporation 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.

**ROLE OF THE SECURITY GUARD ON THE UNIT. SECURITY GUARDS ARE NOT  
ALLOWED TO CARRY WEAPONS OF ANY KIND IN THE CRISIS UNIT.**

1. The Security Guard is to report to the Charge Nurse and take direction from the Charge Nurse or staff designated by the Charge Nurse.
2. Duties may include one-on-one supervision, monitoring visitors, and assisting patients with phone calls.
3. 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.
4. Each Security Guard will sign in/sign out and each Guard will sign on a separate line.

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

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 B-1 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT  
AND AMERICAN STAR SECURITY CORPORATION**

**PAYMENT SCHEDULE FOR SECURITY GUARD SERVICES**

1. For the services herein agreed to be performed, COUNTY shall pay CONTRACTOR at the rate of Sixteen Dollars and Nine Cents (\$16.09) **per hour per Guard** [three (3) hour minimum per call].
2. The overtime rate of Twenty-Four Dollars and Fourteen Cents (\$24.14) **per hour** shall be charged if COUNTY requests specific Guard work more than forty (40) hours in any one (1) work week or whenever required by law.
3. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by any Guard employed by CONTRACTOR in performance of this Agreement in connection with any criminal or civil action involving COUNTY.
4. COUNTY may renegotiate rates for services to be performed under this Agreement should unexpected changes in expenses, such as unexpected increases in minimum wages, occur or should COUNTY require additional services which entail increased costs to CONTRACTOR. Any changes in hourly rates shall be set forth in writing and signed by both parties.
5. Time spent by Guards in training authorized or provided by COUNTY for any shall be paid at the hourly rates in sections 1 and 2 above. Training of Guards provided by CONTRACTOR or to meet contractual requirements shall be at CONTRACTOR'S expense.



**EXHIBIT B-2 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT  
AND AMERICAN STAR SECURITY CORPORATION**

**PAYMENT SCHEDULE FOR TRANSPORTATION SERVICES**

1. For in-County secure transport services of one (1) client or patient, the amount paid to CONTRACTOR shall be Twenty Four Dollars and Eighty-Nine Cents (\$24.89) **per hour for Guard and vehicle, including mileage.** Transport fee includes vehicle charge, including mileage and one (1) security Guard. If COUNTY finds that a second Guard is necessary for the transport, the amount paid to CONTRACTOR shall be Sixteen Dollars and Nine Cents (\$16.09) **per hour for the second Guard.** [three (3) hour minimum per call]
2. For in-County secure transport services of two (2) clients or patients to the same location, at the same time, in the same vehicle, the amount paid to CONTRACTOR for the first client or patient shall be Twenty Four Dollars and Eighty-Nine Cents (\$24.89) **per hour, for Guard and vehicle, including mileage.** Transport fee includes vehicle charge, including mileage and one (1) security Guard. The amount paid to CONTRACTOR for the first client or patient shall be Sixteen Dollars and Nine Cents (\$16.09) **per hour for the second Guard.** [three (3) hour minimum per call] The amount paid to CONTRACTOR for the second client or patient shall be Ten Dollars (\$10.00) **per hour.** [three (3) hour minimum per call].
3. For in-County secure transport services of two (2) clients or patients to two (2) different locations on the SAME route, at the same time, the amount paid to CONTRACTOR for the first client or patient shall be Twenty Four Dollars and Eighty-Nine Cents (\$24.89) **per hour, for Guard and vehicle, including mileage, to the furthest location.** Transport fee includes vehicle charge, including mileage and one (1) security Guard. [three (3) hour minimum per call] The amount paid to CONTRACTOR for the first client or patient shall be Sixteen Dollars and Nine Cents (\$16.09) per hour for the second Guard. The amount paid to CONTRACTOR for the second client or patient shall be Ten Dollars (\$10.00) per hour. [three (3) hour minimum per call]
4. For in-County secure transport services of two (2) clients to different locations, on DIFFERENT routes, at the SAME time, the amount paid to CONTRACTOR for the first client or patient shall be Twenty Four Dollars and Eighty-Nine Cents (\$24.89) per hour, for Guard and vehicle, including mileage, to the furthest location. Transport fee includes vehicle charge, including mileage and two (2) security Guards. [three (3) hour minimum per call] The amount paid to CONTRACTOR for the first client or patient shall be Sixteen Dollars and Nine Cents (\$16.09) per hour for the second Guard. The amount paid to CONTRACTOR for the second client or patient shall be Ten Dollars (\$10.00) per hour. [three (3) hour minimum per call]
5. The overtime rate of time and one-half hour the hourly rate for the first Guard only shall be charged for in-County secure transport services for any hour(s) over eight (8) hours in any one day.

6. For out-of-County secure transport services of one (1) client or patient, the amount paid to CONTRACTOR shall be in accordance with attached Transport Fees, Schedule 1-A, consisting of four (4) pages, rather than at a per hour rate. The fees on Schedule 1-A are for round trip, including vehicle and mileage and two (2) Guards. Transport fee includes vehicle charge, including mileage and two (2) security Guards.
7. For out-of-County secure transport services of two (2) clients or patients to the same location, at the same time, in the same vehicle, the amount paid to CONTRACTOR shall be in accordance with attached Transport Fees, Schedule 1-A, consisting of six (6) pages, rather than at a per hour rate for the first client or patient, the amount paid to CONTRACTOR shall be at half this rate for the second client or patient.
8. In-County is defined as any location within the Humboldt County lines. Out-of-County is defined as any location outside of the Humboldt County lines.
9. CONTRACTOR will itemize charges on their invoice to COUNTY so detailed charges are easily identified by Department of Health and Human Services Accounts Payable staff.
10. Overnight out-of-county trips require authorization from the Mental Health administration. Receipts for approved meals and lodging must accompany all invoices. Reimbursements shall be made only for actual and receipted expenses.
11. The maximum daily meal allowance of Forty-Four Dollars (\$44.00) shall not be exceeded. Motel expenses shall be paid for room and taxes and are not to exceed Seventy-Five Dollars (\$75.00) per night.
12. Any time the Guard(s) arrive on the premises, there shall be a three (3) hour minimum charge, so any cancellations need to be done before the Guard(s) arrive. A cancellation after arrival shall result in the three (3) hour minimum charge.



**EXHIBIT C****COUNTY OF HUMBOLDT  
HIPAA BUSINESS ASSOCIATE AGREEMENT****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 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.

**Schedule 1-A**  
**Transport Fees (Including Vehicle, Mileage and Two (2) Guards)**

City	Rate
Acampo	\$1,222
Acton	\$2,356
Adelanto	\$2,318
Adin	\$819
Afton	\$806
Agoura Hills	\$2,243
Agua Caliente Springs	\$2,659
Ahwahnee	\$1,600
Alameda	\$970
Alamo	\$983
Alhambra	\$2,356
Alpine	\$2,772
Alta	\$1,109
Altadena	\$2,293
Alta Loma	\$2,394
Altaville	\$1,210
Alturas	\$970
Anaheim	\$2,255
Anderson	\$542
Angels Camp	\$1,184
Angwin	\$806
Annapolis	\$731
Antioch	\$995
Anza	\$2,533
Apple Valley	\$2,255
Arcadia	\$2,167
Arroyo Grande	\$1,726
Atascadero	\$1,726
Atherton	\$1,021
Atwater	\$1,336
Auberry	\$1,651
Auburn	\$1,021
Baker	\$2,417
Bakersfield	\$1,802



**Schedule 1-A**  
**Transport Fees (Including Vehicle, Mileage and Two (2) Guards)**

City	Rate
Balboa	\$2,281
Banning	\$2,394
Barstow	\$2,218
Bellflower	\$2,205
Belmont	\$970
Belvedere (L.A.)	\$2,155
Belvedere (Marin)	\$869
Benicia	\$970
Berkeley	\$970
Beverly Hills	\$2,117
Big Sur	\$1,373
Bishop	\$1,789
Blythe	\$2,822
Brawley	\$2,772
Brea	\$2,255
Burney	\$806
Calabasas	\$2,129
Camarillo	\$2,092
Campo	\$2,696
Capistrano Beach	\$2,331
Capitola	\$1,159
Carlsbad	\$2,432
Carmel	\$1,336
Castorville	\$1,273
Chico	\$851
Chino	\$2,218
Chula Vista	\$2,583
Clearlake	\$668
Cloverdale	\$655
Colton	\$2,293
Compton	\$2,167
Concord	\$970
Corning	\$731
Crescent City	\$328

**Schedule 1-A**  
**Transport Fees (Including Vehicle, Mileage and Two (2) Guards)**

City	Rate
Daly City	\$920
Dana Point	\$2,331
Davis	\$964
Del Mar	\$2,482
Downey	\$2,157
Edison	\$1,814
El Cajon	\$2,583
El Centro	\$2,822
Fairfield	\$932
Fillmore	\$2,066
Folsom	\$1,046
Fort Ord	\$1,147
Fresno	\$1,506
Gardena	\$2,180
Garden Grove	\$2,255
Gilroy	\$1,184
Granada Hills	\$2,092
Grass Valley	\$995
Guerneville	\$844
Hawthorne	\$2,142
Hayward	\$1,008
Healdsburg	\$680
Hollister	\$1,348
Hollywood	\$2,104
Irvine	\$2,268
Kentfield	\$895
King City	\$1,436
La Jolla	\$2,583
Lakeport	\$643
Lakeside	\$2,583
Lancaster	\$2,092
Lodi	\$1,021
Long Beach	\$2,155
Los Altos	\$1,021

**Schedule 1-A**  
**Transport Fees (Including Vehicle, Mileage and Two (2) Guards)**

City	Rate
Los Gatos	\$1,134
Madera	\$1,411
Malibu	\$2,142
Marina	\$1,247
Martinez	\$920
Marysville	\$895
Menlo Park	\$1,145
Merced	\$1,298
Mill Valley	\$882
Milpitas	\$1,046
Mission Viejo	\$2,306
Modesto	\$1,021
Monterey	\$1,310
Morro Bay	\$1,651
Mt. Shasta	\$693
Napa	\$857
North Ridge	\$2,243
Novato	\$832
Oakland	\$991
Oceanside	\$2,444
Oroville	\$794
Pacifica	\$970
Pacific Grove	\$1,323
Palmdale	\$2,092
Palm Springs	\$2,495
Palo Alto	\$995
Paso Robles	\$1,613
Pescadero	\$1,046
Petaluma	\$794
Placerville	\$1,096
Pleasanton	\$1,071
Pomona	\$2,243
Rancho Cordova	\$1,008
Red Bluff	\$605



**Schedule 1-A**  
**Transport Fees (Including Vehicle, Mileage and Two (2) Guards)**

City	Rate
Redding	\$491
Redwood City	\$983
Reedley	\$1,613
Richmond	\$895
Riverside	\$2,306
Rohnert Park	\$743
Roseville	\$995
Sacramento	\$995
Salinas	\$1,119
San Ardo	\$1,487
San Bruno	\$970
San Carlos	\$970
San Clemente	\$2,356
San Diego	\$2,583
San Francisco	\$970
San Jose	\$1,071
San Juan Capistrano	\$2,419
San Luis Obispo	\$1,676
San Mateo	\$964
San Rafael	\$895
Santa Barbara	\$2,016
Santa Clara	\$1,046
Santa Cruz	\$1,172
Santa Rosa	\$731
Soledad	\$1,361
Solvang	\$1,777
Sonoma	\$806
Sonora	\$1,336
Stockton	\$1,147
Sunnyvale	\$1,197
Susanville	\$857
Tehachapi	\$1,928
Temecula	\$2,419
Truckee	\$1,184

**Schedule 1-A**  
**Transport Fees (Including Vehicle, Mileage and Two (2) Guards)**

City	Rate
Ukiah	\$542
Vacaville	\$970
Vallejo	\$895
Walnut Creek	\$970
Watsonville	\$1,214
Weaverville	\$403
Willits	\$340
Willows	\$491
Woodland	\$895
Yreka	\$756
Yuba City	\$895



SCHEDULE 2  
HOLIDAY SCHEDULE

July

Independence Day

September

Labor Day

October

Columbus Day

November

Veteran's Day

Thanksgiving Holiday

December

Christmas Holiday

January

New Year's Holiday

Martin Luther King Day

February

Lincoln's Birthday

President's Day

May

Memorial Day

# **FIRST AMENDMENT**

## **AGREEMENT BY AND BETWEEN HUMBOLDT COUNTY AND AMERICAN STAR SECURITY CORPORATION FOR FISCAL YEAR(S) 2014-15, 2015-16, 2016-17 and 2017-18**

This, the First Amendment to that certain Agreement dated June 24, 2014 by and between American Star Security Corporation (*a California Corporation*), hereinafter referred to as "CONTRACTOR," and Humboldt County, hereinafter referred to as "COUNTY," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015.

WHEREAS, COUNTY, through its Department of Health and Human Services desired to retain CONTRACTOR to provide uniformed and plain-clothed security guards to guard property owned by or leased by COUNTY and transport services both within and outside of Humboldt County. Transport services may include transportation of DHHS-Mental Health patients, and/or DHHS-Social Services, and/or other DHHS clients inside of and/or outside of Humboldt County; and

WHEREAS, COUNTY previously entered into an agreement with American Star Security Corporation to provide said services on June 24, 2014; and

WHEREAS, the parties now desire to amend certain provisions of their June 24, 2014 agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Section 3 Term is hereby amended to read as follows:

The term of this Agreement shall be from July 1, 2014 and shall continue through June 30, 2016, unless sooner terminated as provided herein. At COUNTY'S option, this Agreement may be extended for up to two (2) additional one (1) year terms by COUNTY notifying CONTRACTOR in writing at least thirty (30) days prior to termination of this Agreement or any extension.

2. EXHIBIT A-1 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND AMERICAN STAR SECURITY CORPORATION GENERAL SECURITY GUARD REQUIREMENTS AND STANDARDS FOR ALL BRANCHES OF THE HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES is hereby amended. The amended EXHIBIT A-1 is attached hereto and shall supersede any prior versions.



3. EXHIBIT A-2 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND AMERICAN STAR SECURITY CORPORATION is hereby amended. The amended EXHIBIT A-2 is attached hereto and shall supersede any prior versions.
4. Except as modified herein, the Agreement executed on June 24, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Manager

COUNTY OF HUMBOLDT:

\_\_\_\_\_  
Chair, of the Board of Supervisors

CONTRACTOR:

Marius Baypl  
Name

President / CEO  
Title

Marius Baypl  
Name

Assit. Secretary  
Title

*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.*

**EXHIBIT A-1 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**GENERAL SECURITY GUARD REQUIREMENTS AND STANDARDS**

**FOR ALL BRANCHES OF THE HUMBOLDT COUNTY DEPARTMENT  
OF HEALTH AND HUMAN SERVICES**

1. The exact number, principal posts and hours of duty of Guards shall be as directed from time to time by COUNTY.
2. CONTRACTOR agrees to perform on-call for emergencies.
3. CONTRACTOR shall provide transportation services on an as needed basis both within and outside of Humboldt County for DHHS-Mental Health patients, DHHS-Social Services clients and/or other DHHS clients and patients. Transportation services for any DHHS patient and/or client shall be performed according to the standards set forth in Exhibit A-1 and A-3.
4. COUNTY reserves the absolute right to reject any Guard for any reason by informing CONTRACTOR and CONTRACTOR agrees to replace such Guard no later than the next workday. Such right of rejection shall not be construed as establishing an employer-employee relationship.
5. COUNTY may use whatever screening methods, including fingerprinting, that it deems appropriate in screening Guards.
6. CONTRACTOR's supervising personnel shall be available at all times to report to and confer with designated employees of COUNTY and meet once monthly with designated employees of the COUNTY.
7. CONTRACTOR shall, on request by COUNTY, furnish COUNTY with daily time sheets covering all of the hours spent by Guards in carrying out the terms of this Agreement.
8. Guards shall be available for training provided by COUNTY at COUNTY's expense in addition to any training provided by CONTRACTOR. Time spent at such training provided by COUNTY will be considered paid time for which CONTRACTOR will be reimbursed according to the rates in Exhibits B-1 and Exhibit B-2. Time spent at training provided by CONTRACTOR, either directly or indirectly, shall be at the expense of CONTRACTOR.
9. Guards shall perform their duties in a polite, courteous and businesslike manner and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
10. COUNTY may, at its option, require Guards to complete an hourly operating log, incident reports and similar documents.



11. Guards shall not smoke while on duty. There shall be no reading unauthorized materials, listening to music, wearing headphones, grooming, playing cards or other recreational activities while on duty.
12. Guards shall not drink alcohol and/or use illegal or controlled substances on duty nor report for duty under the influence of alcohol or illegal or controlled substances.
13. Guards shall not have visitors or be accompanied by pets while on duty. Guards shall avoid casual conversation with COUNTY clients and staff except as pertains to COUNTY business. Guards shall not fraternize with, or become overly friendly with, COUNTY staff or clients. Use of telephone shall be restricted to business and emergencies.
14. Guards shall not leave their posts until relieved by CONTRACTOR.
15. Guards shall not use COUNTY equipment including, but not limited to, copiers, faxes, computers, etc. without prior approval.
16. Guards shall not use any COUNTY telephone, except as specifically needed to perform assigned duties.
17. Guards shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without prior approval. While transporting, Guards shall not use any type of electronic equipment, device, machine or appliance for personal use.
18. Guards shall not remove any property belonging to COUNTY from COUNTY premises.
19. Guards shall not accept any gratuities.
20. The Guard services provided for by this Agreement shall be performed by qualified, efficient, and discreet employees in strict accordance with the recognized best practices, including client and patient confidentiality, and with the standard and special instructions provided by COUNTY.
21. The conduct of the Guards is to be determined by written standard rules to be agreed upon between COUNTY and CONTRACTOR and by any other special instructions, oral or written that may be issued from time to time by designated employees of COUNTY. Guards must show a visible presence in area assigned to patrol, must have a friendly attitude, have minimal social interactions with patients and clients, follow directions of staff, assist staff as requested, leave assignment with permission only and notify staff of concerns and allow staff to plan action.
22. If for any reason, COUNTY believes that any employee of CONTRACTOR is not properly carrying out his or her duties, CONTRACTOR will immediately remove that employee from the performance of the services to be provided under this Agreement and simultaneously substitute another employee, if requested to do so.
23. All Guards furnished by CONTRACTOR shall be employees of CONTRACTOR and shall at all times be subject to the direct supervision and control of CONTRACTOR. CONTRACTOR will

have the sole responsibility of paying the salaries, taxes and all other expenses relating to each employee of CONTRACTOR. CONTRACTOR is operating in an independent contractor status and not an agent or employee of COUNTY.

24. COUNTY will provide necessary keys at COUNTY's expense, such keys to be returned to COUNTY on termination of this Agreement. CONTRACTOR shall not make copies of any keys issued. COUNTY will provide DHHS-Mental Health name badges at COUNTY's expense.
25. COUNTY will develop a list of protocols and procedures to be followed by Guard [see attached protocols (Exhibits A-3, A-4 and A-5) for Crisis Unit and Sempervirens].
26. The supervisory personnel of CONTRACTOR who are responsible for the direct supervision of the Guards shall be available at all times to report to and confer with the designated employees of COUNTY and meet once monthly with designated employees of COUNTY.
27. While on duty, other than at the DHHS- Mental Health Crisis Unit or Sempervirens, each Guard furnished by CONTRACTOR shall be completely outfitted with a uniform, a badge bearing the name of the CONTRACTOR and an employee name or number by which the Guard may be identified and all necessary equipment and shall be trained in their use or as otherwise specified.
28. All Department of Health and Human Services (DHHS) records and activities are confidential. CONTRACTOR and/or its employees shall not reveal information on DHHS clients to any person nor discuss DHHS activities and records with any person either on or off premises when related to DHHS business. Neither CONTRACTOR nor its employees shall provide a list of names of DHHS staff or clients to any person or organization when unrelated to the conduct of DHHS business.
29. All Guards assigned to the Department of Health and Human Services and all of its branches performing Guard or transport services will sign an "Oath of Confidentiality" to assure confidential treatment of all DHHS clients and patients.
30. Guards will summon law enforcement when necessary.



**EXHIBIT A-2 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**I. PERFORMANCE OF SERVICES**

**AT COUNTY SOCIAL SERVICES FACILITIES**

1. CONTRACTOR shall furnish an adequate number of uniformed security guards, hereinafter referred to as "Guards" to protect property leased by COUNTY located at 929 Koster Street, Eureka, CA; 537 W. Washington Street, Eureka, CA; 445 W. Washington Street, Eureka, CA; 600 W. Clark Street, Eureka, CA; 638 W. Clark Street, Eureka, CA and such other sites as COUNTY shall determine, hereinafter referred to as "Protected Property".
2. CONTRACTOR agrees to perform on-call for emergencies.
3. While on duty at the Protected Property, each Guard shall be completely outfitted with a uniform, a badge bearing the name of CONTRACTOR and an employee name or number by which Guard may be identified, and all necessary equipment including two-way radio and cell phone. Handcuffs, baton, and chemical mace or pepper spray at the discretion of CONTRACTOR. Guards shall be fully trained in the use of such equipment.
4. CONTRACTOR agrees, insofar as possible, to provide the same Guards at the same location each day. When a Guard is unavailable, CONTRACTOR shall immediately supply a substitute Guard.
5. Guards shall be on duty from 7:00 a.m. to 8:00 p.m., Monday through Friday (County holidays excepted) and on duty from 8:00 a.m. to 5:00 p.m. on Saturday, or such other schedule as COUNTY may approve. Guards may take up to one (1) hour lunch and up to two (2) 15-minute breaks per day. COUNTY shall not pay for time spent at lunch. Breaks and lunch shall be taken away from duty station.
6. Guards shall be responsible for locking doors and gates of protected property, checking that windows are closed, that designated computer equipment, kitchen stoves, coffee machines, fans, building exhaust systems, and other equipment is turned off, and for ensuring that only COUNTY employees, and other persons approved by COUNTY are in the building at lock-up. COUNTY will provide necessary keys at COUNTY's expense; CONTRACTOR shall not make copies of any keys issued.
7. Guards may, at COUNTY's request, be responsible for setting the building alarm system.
8. Guards shall refer all questions of eligibility for COUNTY programs to appropriate COUNTY staff. Guards shall not assist clients in filling out COUNTY forms.
9. CONTRACTOR shall provide transportation services on an as needed basis. Transportation Services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.

## **II. PERFORMANCE OF SERVICES**

### **AT COUNTY DHHS ADMINISTRATION OFFICES**

1. Guards shall be on duty from 7:00 a.m. to 7:00 p.m., Monday through Friday (County holidays excepted).
2. CONTRACTOR shall provide security guard services as needed in a manner as described in Section I above.
3. CONTRACTOR shall provide security guard services on an as-needed basis, with a minimum twenty four (24) hours notice, at the DHHS Administration Offices.

## **III. PERFORMANCE OF SERVICES**

### **AT COUNTY PUBLIC HEALTH FACILITIES**

1. CONTRACTOR shall provide security guard services as needed in a manner as described in Section I above.
3. CONTRACTOR shall provide security guard services on an as-needed basis, with a minimum of twenty four (24) hours notice, at Public Health facilities.
4. CONTRACTOR shall provide transportation services on an as needed basis. Transportation services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.

## **IV. PERFORMANCE OF SERVICES**

### **AT COUNTY MENTAL HEALTH FACILITIES**

1. CONTRACTOR shall provide security services on an as needed basis. Additionally, Guards shall provide after-hours coverage from 7:00 p.m. to 7:00 a.m., Monday through Friday (County holidays excepted) or such other schedule as COUNTY may approve.
2. CONTRACTOR shall provide transportation services on an as needed basis. Services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.
3. Uniforms  
While on duty at the Crisis Unit or Sempervirens, each Guard furnished by CONTRACTOR shall wear plain clothes suitable to the performance of the duties.
4. Equipment  
Uniforms, handcuffs, mace/pepper spray and baton or other articles of control are not allowed while on duty at the Crisis Unit or Sempervirens. Only Guards who have completed the



Humboldt County Mental Health Management of Assaultive Behavior (MAB) training will be allowed to put “hands on” a patient. The Guard may put “hands on” only as part of the MAB team and the Guard will not be the team leader.

## **FIRST AMENDMENT**

**AGREEMENT  
BY AND BETWEEN  
HUMBOLDT COUNTY  
AND  
AMERICAN STAR SECURITY CORPORATION  
FOR FISCAL YEAR(S) 2014-15, 2015-16, 2016-17 and 2017-18**

This, the First Amendment to that certain Agreement dated June 24, 2014 by and between American Star Security Corporation (*a California Corporation*), hereinafter referred to as "CONTRACTOR," and Humboldt County, hereinafter referred to as "COUNTY," is entered into this 9<sup>th</sup> day of June, 2015.

WHEREAS, COUNTY, through its Department of Health and Human Services desired to retain CONTRACTOR to provide uniformed and plain-clothed security guards to guard property owned by or leased by COUNTY and transport services both within and outside of Humboldt County. Transport services may include transportation of DHHS-Mental Health patients, and/or DHHS-Social Services, and/or other DHHS clients inside of and/or outside of Humboldt County; and

WHEREAS, COUNTY previously entered into an agreement with American Star Security Corporation to provide said services on June 24, 2014; and

WHEREAS, the parties now desire to amend certain provisions of their June 24, 2014 agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. Section 3 Term is hereby amended to read as follows:

The term of this Agreement shall be from July 1, 2014 and shall continue through June 30, 2016, unless sooner terminated as provided herein. At COUNTY'S option, this Agreement may be extended for up to two (2) additional one (1) year terms by COUNTY notifying CONTRACTOR in writing at least thirty (30) days prior to termination of this Agreement or any extension.

2. EXHIBIT A-1 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND AMERICAN STAR SECURITY CORPORATION GENERAL SECURITY GUARD REQUIREMENTS AND STANDARDS FOR ALL BRANCHES OF THE HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES is hereby amended. The amended EXHIBIT A-1 is attached hereto and shall supersede any prior versions.



3. EXHIBIT A-2 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND AMERICAN STAR SECURITY CORPORATION is hereby amended. The amended EXHIBIT A-2 is attached hereto and shall supersede any prior versions.
4. Except as modified herein, the Agreement executed on June 24, 2014 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: *Jim Marshall, Deputy*

APPROVED AS TO INSURANCE:

*Daniel J. Furka*  
Risk Manager

COUNTY OF HUMBOLDT:

*Esther A. Denny*  
Chair, of the Board of Supervisors

CONTRACTOR:

*Mona Beep*  
Name

*President / CEO*  
Title

*Maria Baypl*  
Name

*Asst. Secretary*  
Title

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.

**EXHIBIT A-1 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**GENERAL SECURITY GUARD REQUIREMENTS AND STANDARDS**

**FOR ALL BRANCHES OF THE HUMBOLDT COUNTY DEPARTMENT  
OF HEALTH AND HUMAN SERVICES**

1. The exact number, principal posts and hours of duty of Guards shall be as directed from time to time by COUNTY.
2. CONTRACTOR agrees to perform on-call for emergencies.
3. CONTRACTOR shall provide transportation services on an as needed basis both within and outside of Humboldt County for DHHS-Mental Health patients, DHHS-Social Services clients and/or other DHHS clients and patients. Transportation services for any DHHS patient and/or client shall be performed according to the standards set forth in Exhibit A-1 and A-3.
4. COUNTY reserves the absolute right to reject any Guard for any reason by informing CONTRACTOR and CONTRACTOR agrees to replace such Guard no later than the next workday. Such right of rejection shall not be construed as establishing an employer-employee relationship.
5. COUNTY may use whatever screening methods, including fingerprinting, that it deems appropriate in screening Guards.
6. CONTRACTOR's supervising personnel shall be available at all times to report to and confer with designated employees of COUNTY and meet once monthly with designated employees of the COUNTY.
7. CONTRACTOR shall, on request by COUNTY, furnish COUNTY with daily time sheets covering all of the hours spent by Guards in carrying out the terms of this Agreement.
8. Guards shall be available for training provided by COUNTY at COUNTY's expense in addition to any training provided by CONTRACTOR. Time spent at such training provided by COUNTY will be considered paid time for which CONTRACTOR will be reimbursed according to the rates in Exhibits B-1 and Exhibit B-2. Time spent at training provided by CONTRACTOR, either directly or indirectly, shall be at the expense of CONTRACTOR.
9. Guards shall perform their duties in a polite, courteous and businesslike manner and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
10. COUNTY may, at its option, require Guards to complete an hourly operating log, incident reports and similar documents.



11. Guards shall not smoke while on duty. There shall be no reading unauthorized materials, listening to music, wearing headphones, grooming, playing cards or other recreational activities while on duty.
12. Guards shall not drink alcohol and/or use illegal or controlled substances on duty nor report for duty under the influence of alcohol or illegal or controlled substances.
13. Guards shall not have visitors or be accompanied by pets while on duty. Guards shall avoid casual conversation with COUNTY clients and staff except as pertains to COUNTY business. Guards shall not fraternize with, or become overly friendly with, COUNTY staff or clients. Use of telephone shall be restricted to business and emergencies.
14. Guards shall not leave their posts until relieved by CONTRACTOR.
15. Guards shall not use COUNTY equipment including, but not limited to, copiers, faxes, computers, etc. without prior approval.
16. Guards shall not use any COUNTY telephone, except as specifically needed to perform assigned duties.
17. Guards shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without prior approval. While transporting, Guards shall not use any type of electronic equipment, device, machine or appliance for personal use.
18. Guards shall not remove any property belonging to COUNTY from COUNTY premises.
19. Guards shall not accept any gratuities.
20. The Guard services provided for by this Agreement shall be performed by qualified, efficient, and discreet employees in strict accordance with the recognized best practices, including client and patient confidentiality, and with the standard and special instructions provided by COUNTY.
21. The conduct of the Guards is to be determined by written standard rules to be agreed upon between COUNTY and CONTRACTOR and by any other special instructions, oral or written that may be issued from time to time by designated employees of COUNTY. Guards must show a visible presence in area assigned to patrol, must have a friendly attitude, have minimal social interactions with patients and clients, follow directions of staff, assist staff as requested, leave assignment with permission only and notify staff of concerns and allow staff to plan action.
22. If for any reason, COUNTY believes that any employee of CONTRACTOR is not properly carrying out his or her duties, CONTRACTOR will immediately remove that employee from the performance of the services to be provided under this Agreement and simultaneously substitute another employee, if requested to do so.
23. All Guards furnished by CONTRACTOR shall be employees of CONTRACTOR and shall at all times be subject to the direct supervision and control of CONTRACTOR. CONTRACTOR will

have the sole responsibility of paying the salaries, taxes and all other expenses relating to each employee of CONTRACTOR. CONTRACTOR is operating in an independent contractor status and not an agent or employee of COUNTY.

24. COUNTY will provide necessary keys at COUNTY's expense, such keys to be returned to COUNTY on termination of this Agreement. CONTRACTOR shall not make copies of any keys issued. COUNTY will provide DHHS-Mental Health name badges at COUNTY's expense.
25. COUNTY will develop a list of protocols and procedures to be followed by Guard [see attached protocols (Exhibits A-3, A-4 and A-5) for Crisis Unit and Sempervirens].
26. The supervisory personnel of CONTRACTOR who are responsible for the direct supervision of the Guards shall be available at all times to report to and confer with the designated employees of COUNTY and meet once monthly with designated employees of COUNTY.
27. While on duty, other than at the DHHS- Mental Health Crisis Unit or Sempervirens, each Guard furnished by CONTRACTOR shall be completely outfitted with a uniform, a badge bearing the name of the CONTRACTOR and an employee name or number by which the Guard may be identified and all necessary equipment and shall be trained in their use or as otherwise specified.
28. All Department of Health and Human Services (DHHS) records and activities are confidential. CONTRACTOR and/or its employees shall not reveal information on DHHS clients to any person nor discuss DHHS activities and records with any person either on or off premises when related to DHHS business. Neither CONTRACTOR nor its employees shall provide a list of names of DHHS staff or clients to any person or organization when unrelated to the conduct of DHHS business.
29. All Guards assigned to the Department of Health and Human Services and all of its branches performing Guard or transport services will sign an "Oath of Confidentiality" to assure confidential treatment of all DHHS clients and patients.
30. Guards will summon law enforcement when necessary.



**EXHIBIT A-2 OF THE AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND  
AMERICAN STAR SECURITY CORPORATION**

**I. PERFORMANCE OF SERVICES**

**AT COUNTY SOCIAL SERVICES FACILITIES**

1. CONTRACTOR shall furnish an adequate number of uniformed security guards, hereinafter referred to as "Guards" to protect property leased by COUNTY located at 929 Koster Street, Eureka, CA; 537 W. Washington Street, Eureka, CA; 445 W. Washington Street, Eureka, CA; 600 W. Clark Street, Eureka, CA; 638 W. Clark Street, Eureka, CA and such other sites as COUNTY shall determine, hereinafter referred to as "Protected Property".
2. CONTRACTOR agrees to perform on-call for emergencies.
3. While on duty at the Protected Property, each Guard shall be completely outfitted with a uniform, a badge bearing the name of CONTRACTOR and an employee name or number by which Guard may be identified, and all necessary equipment including two-way radio and cell phone. Handcuffs, baton, and chemical mace or pepper spray at the discretion of CONTRACTOR. Guards shall be fully trained in the use of such equipment.
4. CONTRACTOR agrees, insofar as possible, to provide the same Guards at the same location each day. When a Guard is unavailable, CONTRACTOR shall immediately supply a substitute Guard.
5. Guards shall be on duty from 7:00 a.m. to 8:00 p.m., Monday through Friday (County holidays excepted) and on duty from 8:00 a.m. to 5:00 p.m. on Saturday, or such other schedule as COUNTY may approve. Guards may take up to one (1) hour lunch and up to two (2) 15-minute breaks per day. COUNTY shall not pay for time spent at lunch. Breaks and lunch shall be taken away from duty station.
6. Guards shall be responsible for locking doors and gates of protected property, checking that windows are closed, that designated computer equipment, kitchen stoves, coffee machines, fans, building exhaust systems, and other equipment is turned off, and for ensuring that only COUNTY employees, and other persons approved by COUNTY are in the building at lock-up. COUNTY will provide necessary keys at COUNTY's expense; CONTRACTOR shall not make copies of any keys issued.
7. Guards may, at COUNTY's request, be responsible for setting the building alarm system.
8. Guards shall refer all questions of eligibility for COUNTY programs to appropriate COUNTY staff. Guards shall not assist clients in filling out COUNTY forms.
9. CONTRACTOR shall provide transportation services on an as needed basis. Transportation Services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.

## **II. PERFORMANCE OF SERVICES**

### **AT COUNTY DHHS ADMINISTRATION OFFICES**

1. Guards shall be on duty from 7:00 a.m. to 7:00 p.m., Monday through Friday (County holidays excepted).
2. CONTRACTOR shall provide security guard services as needed in a manner as described in Section I above.
3. CONTRACTOR shall provide security guard services on an as-needed basis, with a minimum twenty four (24) hours notice, at the DHHS Administration Offices.

## **III. PERFORMANCE OF SERVICES**

### **AT COUNTY PUBLIC HEALTH FACILITIES**

1. CONTRACTOR shall provide security guard services as needed in a manner as described in Section I above.
3. CONTRACTOR shall provide security guard services on an as-needed basis, with a minimum of twenty four (24) hours notice, at Public Health facilities.
4. CONTRACTOR shall provide transportation services on an as needed basis. Transportation services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.

## **IV. PERFORMANCE OF SERVICES**

### **AT COUNTY MENTAL HEALTH FACILITIES**

1. CONTRACTOR shall provide security services on an as needed basis. Additionally, Guards shall provide after-hours coverage from 7:00 p.m. to 7:00 a.m., Monday through Friday (County holidays excepted) or such other schedule as COUNTY may approve.
2. CONTRACTOR shall provide transportation services on an as needed basis. Services shall be performed according to the standards set forth in Exhibits A-1, A-3, A-4 and A-5.
3. Uniforms  
While on duty at the Crisis Unit or Sempervirens, each Guard furnished by CONTRACTOR shall wear plain clothes suitable to the performance of the duties.
4. Equipment  
Uniforms, handcuffs, mace/pepper spray and baton or other articles of control are not allowed while on duty at the Crisis Unit or Sempervirens. Only Guards who have completed the



Humboldt County Mental Health Management of Assaultive Behavior (MAB) training will be allowed to put "hands on" a patient. The Guard may put "hands on" only as part of the MAB team and the Guard will not be the team leader.