

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
SVT GRUPPE, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019**

This First Amendment to the Professional Services Agreement dated June 28, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SVT Gruppe, Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this 26th day of June, 2018.

WHEREAS, COUNTY, by and through its Department of Health and Human Services, desired to retain a qualified organization to provide security and secure transportation services within Humboldt County; and

WHEREAS, on June 28, 2016, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such security and secure transportation services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to extend the term thereof, expand the scope of security and secure transportation services provided thereunder and adjust the rates of compensation set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Term of the Professional Services Agreement is hereby amended to read as follows:

4. TERM:

The term of this Agreement shall begin July 1, 2016 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

2. Section 6(A) – Maximum Amount Payable of the Professional Services Agreement is hereby amended to read as follows:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00). In no event shall the maximum amount paid under this Agreement exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) for fiscal year 2016-2017, Five Hundred Thousand Dollars (\$500,000.00) for fiscal year 2017-2018 and Seven Hundred Thousand Dollars (\$700,000.00) for fiscal year 2018-2019. CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

3. The Professional Services Agreement is hereby amended to delete Exhibit A – Scope of Services ("Exhibit A") and replace it in its entirety with the modified version of Exhibit A that is attached

hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.

4. The Professional Services Agreement is hereby amended to delete Exhibit E – Schedule of Rates (“Exhibit E”) and replace it in its entirety with the modified version of Exhibit E that is attached hereto and incorporated herein by reference. The modified version of Exhibit E attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
5. The Professional Services Agreement is hereby amended to delete Exhibit F – County of Humboldt HIPAA Business Associate Agreement (“Exhibit F”) and replace it in its entirety with the modified version of Exhibit F that is attached hereto and incorporated herein by reference. The modified version of Exhibit F attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
6. The Professional Services Agreement is hereby amended to delete Exhibit G – County of Humboldt DHHS – Mental Health PPD Annual Waiver (“Exhibit G”) and replace it in its entirety with the modified version of Exhibit G that is attached hereto and incorporated herein by reference. The modified version of Exhibit G attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
7. Except as modified herein, the Professional Services Agreement dated June 28, 2016 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

SVT GRUPPE, INC.:

By: 
Name: Brent D. Morgan
Title: President/CEO

Date: 5/24/18

By: 
Name: Zakary D. Morgan
Title: Director of Finance

Date: 5/24/18

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 6/26/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 6/7/18

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit E – Schedule of Rates
- Exhibit F – County of Humboldt HIPAA Business Associate Agreement
- Exhibit G – County of Humboldt DHHS – Mental Health PPD Annual Waiver

EXHIBIT A
SCOPE OF SERVICES
SVT GRUPPE, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019

1. SECURITY SERVICES:

A. Scope of Security Services to be Provided at All DHHS Facilities. By executing this Agreement, CONTRACTOR agrees as follows:

1. CONTRACTOR shall furnish an adequate number of uniformed Security Guards to provide security services at the following DHHS facilities:
 - a. DHHS – Social Services main office and adjacent buildings located at:
 - i. 929 Koster Street, Eureka, California;
 - ii. 537 W. Washington Street, Eureka, California;
 - iii. 445 W. Washington Street, Eureka, California;
 - iv. 600 W. Clark Street, Eureka, California;
 - v. 638 W. Clark Street, Eureka, California;
 - vi. 830 Sixth Street, Eureka, California;
 - vii. 2440 Sixth Street, Eureka, California;
 - viii. 605 K Street, Eureka, California; and
 - ix. Such other DHHS – Social Services facilities, as COUNTY shall determine.
 - b. DHHS – Administration offices located at 507 F Street, Eureka, California.
 - c. DHHS – Public Health facilities located at 529 I Street, Eureka, California.
 - d. DHHS – Mental Health main office and psychiatric facilities located at 720 Wood Street, Eureka, California.
 - e. DHHS – Children’s Mental Health clinic located at 1711 Third Street, Eureka, California.
2. CONTRACTOR shall provide security services at all scheduled locations and on an as-needed basis, with the shortest response time possible, in a manner consistent with the requirements and standards set forth in this Agreement. The exact number, principal posts and hours of duty of Security Guards shall be as directed from time to time by COUNTY. Security Guards may be required to provide security services at multiple DHHS facilities in the same work day.
3. CONTRACTOR shall provide emergency security services on an on-call basis.
4. CONTRACTOR shall, as possible, provide the same Security Guards at the same location each day. When a Security Guard is unavailable, CONTRACTOR shall immediately supply a substitute Security Guard.
5. Security Guards may, at COUNTY’s request, be responsible for opening and unlocking designated doors and gates at DHHS facilities.

6. Security Guards shall be responsible for: turning off all designated office equipment, appliances and building exhaust systems; ensuring that only COUNTY employees, and other persons approved by COUNTY, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by COUNTY.
 7. Security Guards may, at COUNTY's request, be responsible for setting and/or disarming building alarm systems.
 8. Security Guards shall refer all questions of eligibility for COUNTY programs to appropriate COUNTY staff. Guards shall not assist clients in filling out COUNTY forms.
- B. Schedule of Security Services. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
1. CONTRACTOR shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 7:00 a.m. to 8:00 p.m. Pacific Standard Time ("PST"), Saturday 8:00 a.m. to 5:00 p.m., with on-call coverage during after-hours, weekends, emergencies, or such other schedule as COUNTY may approve. CONTRACTOR may be required to provide security services at DHHS – Social Services facilities on COUNTY holidays. As used herein, the term "COUNTY holiday" refers to dates that have been designated as holidays by COUNTY as set forth in Exhibit H – County of Humboldt Holiday Schedule, which is attached hereto and incorporated herein.
 2. CONTRACTOR shall provide security services at designated DHHS – Administration offices on an as-needed basis, with the shortest response time possible, in a manner consistent with the requirements and standards set forth in this Agreement. CONTRACTOR will not be required to provide security services at DHHS – Administration offices on COUNTY holidays.
 3. CONTRACTOR shall provide security services at designated DHHS – Public Health facilities on an on an as-needed basis, with a minimum of twenty-four (24) hours notice. The duration of security services to be provided, and the exact number of Security Guards needed at DHHS – Public Health facilities shall be as directed by COUNTY.
 4. CONTRACTOR shall provide security services at designated DHHS – Mental Health facilities from 7:00 p.m. to 7:00 a.m. PST, Monday through Friday or such other schedule as COUNTY may approve with the shortest response time possible, in a manner consistent with the requirements and standards set forth in this Agreement. CONTRACTOR may be required to provide security services at DHHS – Mental Health offices on COUNTY holidays.
 5. CONTRACTOR shall provide roamer security services at designated DHHS facilities from 5:00 p.m. to 9:00 a.m. PST, Monday through Sunday, in a manner consistent with the requirements and standards set forth in this Agreement. CONTRACTOR may be required to provide roamer security services at DHHS facilities on COUNTY holidays. The security officer providing roamer security services pursuant to the terms and conditions of this Agreement shall patrol various areas within the City of Eureka, report any incidents, respond to any alarms and other security situations at the designated DHHS facilities and contact the Eureka Police Department, Humboldt County Sheriff's Office or fire department as necessary.

2. SECURE TRANSPORTATION SERVICES:

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

EXHIBIT E
SCHEDULE OF RATES
SVT GRUPPE, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019

1. SECURITY SERVICES:

- A. Base Hourly Rate. COUNTY shall pay CONTRACTOR at the rate of Nineteen Dollars (\$19.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2016-2017 with a four (4) hour minimum per call. COUNTY shall pay CONTRACTOR at the rate of Twenty Dollars (\$20.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2017-2018 with a four (4) hour minimum per call. COUNTY shall pay CONTRACTOR at the rate of Twenty-One Dollars (\$21.00) per hour for each Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2018-2019 with a four (4) hour minimum per call.
- B. Overtime Rate. COUNTY shall pay CONTRACTOR at the overtime rate of Nineteen Dollars (\$19.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2016-2017. COUNTY shall pay CONTRACTOR at the overtime rate of Twenty Dollars (\$20.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR at the overtime rate of Twenty-One Dollars (\$21.00) per hour for each Security Guard who works more than forty (40) hours in any one (1) work week in performance of the security services required under this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations for fiscal year 2018-2019.
- C. Base Hourly Rate – Roamer. COUNTY shall pay CONTRACTOR at the rate of Twenty-One Dollars (\$21.00) per hour for each Roamer Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR at the rate of Twenty-Two Dollars (\$22.00) per hour for each Roamer Security Guard providing security services pursuant to the terms and conditions of this Agreement for fiscal year 2018-2019.
- D. Base Monthly Rate – Monitoring and Dispatch Services. COUNTY shall pay CONTRACTOR at the rate of Eighty-Nine Dollars (\$89.00) per month for each location at which TrackTik monitoring services are provided pursuant to the terms and conditions of this Agreement, and Ninety-Nine Dollars (\$99.00) per month for each location at which twenty-four (24) hour dispatch services are provided pursuant to the terms and conditions of this Agreement, for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR at the rate of Ninety-Nine Dollars (\$99.00) per month for each location at which TrackTik monitoring services are provided pursuant to the terms and conditions of this Agreement, and One Hundred and Nine Dollars (\$109.00) per month for each location at which twenty-four (24) hour dispatch services are provided pursuant to the terms and conditions of this Agreement, for fiscal year 2018-2019.
- E. Criminal and Civil Actions. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by any Security Guard in performance of the security services

required under this Agreement in connection with any criminal or civil action involving COUNTY.

- F. Training. COUNTY shall pay CONTRACTOR at the aforementioned hourly rates for all time spent by Security Guards in training authorized by COUNTY. All time spent by Security Guards in training provided by CONTRACTOR shall be at CONTRACTOR's expense.
- G. Vehicle Expenses. COUNTY shall pay CONTRACTOR at the rate of Seven Dollars (\$7.00) per hour for each marked patrol vehicle used to provide security services pursuant to the terms and conditions of this Agreement. This rate includes all mileage and insurance expenses.

2. SECURE TRANSPORTATION SERVICES:

- A. In-County Transport of One (1) to Two (2) Individuals. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Twenty-Nine Dollars (\$29.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2016-2017. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Twenty-Nine Dollars (\$29.00) per hour for the second Secure Transportation Personnel member for fiscal year 2016-2017. For in-county secure transportation services of one (1) DHHS client or patient, the amount paid to CONTRACTOR shall be Thirty Dollars (\$30.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2017-2018. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Thirty Dollars (\$30.00) per hour for the second Secure Transportation Personnel member for fiscal year 2017-2018. For in-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-One Dollars (\$31.00) per hour for one (1) Secure Transportation Personnel member and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2018-2019. If COUNTY finds that a second Secure Transportation Personnel member is necessary for the transport, the amount paid to CONTRACTOR shall be Thirty-One Dollars (\$31.00) per hour for the second Secure Transportation Personnel member for fiscal year 2018-2019. As used herein, the term "in-county" is defined as any location within the boundaries of Humboldt County.
- B. Overtime Rates for In-County Secure Transportation Services. COUNTY shall pay CONTRACTOR the overtime rate of Twenty-Nine Dollars (\$29.00) per hour for each Secure Transportation Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one (1) work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2016-2017. COUNTY shall pay CONTRACTOR the overtime rate of Thirty Dollars (\$30.00) per hour for each Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2017-2018. COUNTY shall pay CONTRACTOR the overtime rate of Thirty-One Dollars (\$31.00) per hour for each Personnel member providing in-county secure transportation services pursuant to the terms and conditions of this Agreement for more than eight (8) hours in any one (1) work day or as otherwise required by local, state or federal laws or regulations for fiscal year 2018-2019.

- C. Out-of-County Transport of One (1) to Two (2) Individuals. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Twenty-Nine Dollars (\$29.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Fifty-Eight Dollars (\$58.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2016-2017. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty Dollars (\$30.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Sixty Dollars (\$60.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2017-2018. For out-of-county secure transportation services of one (1) to two (2) DHHS clients or patients, the amount paid to CONTRACTOR shall be Thirty-One Dollars (\$31.00) per hour paid to each of the two (2) Secure Transportation Personnel members [a total of Sixty-Two Dollars (\$62.00)] for two (2) Secure Transportation Personnel members and vehicle, including mileage at the rate of Seventy-Nine Cents (\$0.79) per mile, round-trip, traveled from point of dispatch, for fiscal year 2018-2019. As used herein, the term “out-of-county” is defined as any location outside the boundaries of Humboldt County.
- D. Overnight Stays. Overnight out-of-county trips require authorization from Director, and receipts for approved meals and lodging must accompany all invoices associated with such overnight trips. Reimbursements shall be made only for actual and receipted expenses.
- E. Daily Meal and Lodging Allowances. The maximum daily meal allowance for each Secure Transportation Personnel member shall not exceed Forty-Four Dollars (\$44.00). Lodging expenses shall not exceed One Hundred and Fifty Dollars (\$150.00) per night.

EXHIBIT F
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT
SVT GRUPPE, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019

Recitals:

- A. COUNTY, as a “Covered Entity” (defined below) wishes to disclose certain information to CONTRACTOR, hereafter known as the “BUSINESS ASSOCIATE” (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires COUNTY to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R”) and contained in this Agreement.

The parties agree as follows:

1. Definitions

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

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **Obligations of Business Associate**

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

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

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

Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- h. **Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide COUNTY a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification

shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, 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)].

Contact Information for Reporting Notifications of Possible Breach:

DHHS Compliance and Quality Assurance Administrator & Privacy Officer
DHHS Compliance and Quality Assurance Office
507 F Street
Eureka, CA 95501
(707) 441-5410

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

3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall

retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

EXHIBIT G
COUNTY OF HUMBOLDT DHHS – MENTAL HEALTH PPD ANNUAL WAIVER
SVT GRUPPE, INC.
FOR FISCAL YEARS 2016-2017 THROUGH 2018-2019

[DHHS – Mental Health PPD Annual Waiver follows this cover page]



Mental Health
Emi Botzler-Rodgers, MFT, Director
720 Wood Street, Eureka, CA 95501
phone: (707) 268-2990 | fax: (707) 476-4049

Date _____

PPD Waiver
Annual

I, _____ have been identified as a positive PPD skin test reactor and have been medically cleared for TB in the past. Within the past year I have been asymptomatic, i.e., no cough, no weight loss, no night sweats, unexplainable fever, or any other symptoms consistent with active Tuberculosis.

I understand that it is my responsibility to notify Humboldt County Psychiatric Health Facility – Sempervirens Charge Nurse if any of the above symptoms occur. I understand that Humboldt County Mental Health will not require an annual chest x-ray unless I become symptomatic.

Signature _____ Date _____

Witness _____ Date _____



DHHS Administration
phone: (707) 441-5400
fax: (707) 441-5412

Public Health
phone: (707) 445-6200
fax: (707) 445-6097

Social Services
phone: (707) 476-4700
fax: (707) 441-2096