



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

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COUNTY OF HUMBOLDT

Request for Proposals No. DHHS2026-01

Provision of Security and Secure Transportation Services

Issued: April 06, 2026

Proposals Due: May 04, 2026 (received by 4:00 p.m.)

**Humboldt County Department of Health & Human Services
507 F Street
Eureka, California 95501**

REQUEST FOR PROPOSALS NO. DHHS2026-01
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES

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1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Proposals.
- B. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting by and through its Department of Health and Human Services.
- C. **Professional Services Agreement.** As used herein, the term “Professional Services Agreement” refers to the contract(s) awarded to the Successful Proposer(s) regarding the provision of security and/or secure transportation services.
- D. **Proposal.** As used herein, the term “Proposal” refers to an offer submitted in response to this Request for Proposals to provide security and/or secure transportation services for a specified sum of money.
- E. **Proposer.** As used herein, the term “Proposer” refers to any agency or organization submitting a Proposal in response to this Request for Proposals.
- F. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to an agency or organization that the County selects to enter into a final Professional Services Agreement with after the review, evaluation, selection and contract negotiation processes set forth in this Request for Proposals have been completed.

1.2 Abbreviations:

- A. **C.F.R.** As used herein, the abbreviation “C.F.R.” refers to the United States Code of Federal Regulations.
- B. **DHHS.** As used herein, the abbreviation “DHHS” refers to the Humboldt County Department of Health and Human Services.
- C. **RFP.** As used herein, the abbreviation “RFP” refers to this Request for Proposals for the provision of security and/or secure transportation services.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through its Department of Health and Human Services (“DHHS”), is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified professionals to provide various security and/or secure transportation services. The Successful Proposer(s) must have the ability to provide trained, experienced security guards and/or secure transportation personnel on short notice twenty-four (24) hours per day, seven (7) days per week. Service hours, locations and number of assigned security guards and/or secure transportation personnel may be increased or decreased at any time during the term

of the final Professional Services Agreement(s) between the County and the Successful Proposer(s). This RFP is a non-binding solicitation for the provision of security and/or secure transportation services and may be canceled by the County at any time.

2.2 Overview of Services:

- A. Security Services.** The Successful Proposer will be responsible for the security of the employees, clients, patients and other service recipients at DHHS – Social Services facilities, DHHS – Behavioral Health facilities, DHHS – Public Health facilities and other DHHS and County offices and buildings located throughout Humboldt County, including, without limitation, Eureka, Hoopa, Willow Creek and Garberville.
- B. Secure Transportation Services.** The Successful Proposer shall provide secure transportation services for DHHS patients and clients, on an as-needed basis, both within, and outside of, Humboldt County. Secure transportation services for any DHHS patient and/or client shall be performed in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, protocols, best practices and standards.

2.3 Overview of the Proposal Process:

Each proposer may submit a Proposal for the provision of either security services or secure transportation services, or submit separate Proposals for both security and secure transportation services. A sample Professional Services Agreement which includes a combined scope of work for both security and secure transportation services by a single Successful Proposer is attached hereto as Attachment D – Sample Professional Services Agreement for Security and Secure Transportation Services, and incorporated herein by reference as if set forth in full. Separate sample Professional Services Agreements for the provision of security services and secure transportation services are attached to this RFP as Attachment E – Sample Professional Services Agreement for Security Services and Attachment F – Sample Professional Services Agreement for Secure Transportation Services, and incorporated herein by reference as if set forth in full.

2.4 Overview of the Selection Process:

Information received as part of Proposals submitted in response to this RFP shall be objectively evaluated to identify the Proposer(s) best qualified to provide the security and/or secure transportation services set forth herein. At the conclusion of the review, evaluation, selection and contract negotiation processes set forth in this RFP, a final Professional Services Agreement(s) regarding the provision of security and secure transportation services will be awarded to the Successful Proposer(s). The final Professional Services Agreement(s) resulting from this RFP process are anticipated to begin on September 1, 2026 and expire on June 30, 2027, unless extended by a valid amendment thereto or sooner terminated as set forth therein.

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated services set forth herein is for the primary purpose of allowing the County to compare Proposals submitted in response to this RFP. The precise scope of services that will be incorporated into the final Professional Services Agreement(s) resulting

from this RFP process shall be the subject of negotiations between the County and the Successful Proposer(s).

A. Provision of Security Services. The Successful Proposer shall furnish an adequate number of uniformed security guards to provide security services at the following DHHS facilities:

1. DHHS- Social Services main office and adjacent buildings located at:
 - a. 929 Koster Street, Eureka, California;
 - b. 537 W. Washington Street, Eureka, California;
 - c. 445 W. Washington Street, Eureka, California;
 - d. 600 W. Clark Street, Eureka, California;
 - e. 638 W. Clark Street, Eureka, California;
 - f. 2440 Sixth Street, Eureka, California; and
 - g. Such other DHHS – Social Services facilities, as determined by the County.
2. DHHS – Public Health main office and adjacent buildings located at:
 - a. 529 I Street, Eureka, California;
 - b. 908 Seventh Street, Eureka, California; and
 - c. Such other DHHS- Public Health facilities, as determined by the County.
3. DHHS – Behavioral Health main office, psychiatric health facility and adjacent buildings located at:
 - a. 720 Wood Street, Eureka, California;
 - b. 2910 H Street, Eureka, California;
 - c. 2933 H Street, Eureka, California, Modular;
 - d. 2933 H Street, Eureka, California, House;
 - e. 734 Russ Street, Eureka, California;
 - f. 824 Harris Street, Eureka, California; and
 - g. Such other DHHS – Behavioral Health facilities, as determined by the County.
4. DHHS – Administration offices, and other County facilities, as determined by the County.

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5. The Successful Proposer(s) shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 6:30 a.m. to 6:00 p.m., Pacific Standard Time, with on-call coverage during after-hours, weekends, emergencies, County holidays or such other schedule as the County may approve.
6. The Successful Proposer(s) shall provide security services at designated DHHS – Public Health facilities 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 directed by the County.
7. The Successful Proposer(s) shall provide security services at designated DHHS – Behavioral Health facilities from 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, with on-call coverage during after-hours, weekends, emergencies, County holidays or such other schedule as County may approve.
8. The Successful Proposer(s) shall provide security services at designated DHHS, and other County, sites from 4:30 p.m. to 9:30 a.m. Pacific Standard Time, Monday through Sunday, with on-call coverage during after-hours, emergencies, County holidays or other such schedule as County may approve.
9. The Successful Proposer shall, as possible, provide the same security guards at the same location each day. When a security guard is unavailable, the Successful Proposer shall immediately supply a substitute security guard.
10. Security guards shall be responsible for: closing and locking all designated doors, gates and windows; turning off all designated office equipment, appliances and building exhaust systems; ensuring only County employees, and other persons approved by the County, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by the County.
11. Security guards may, at the County's request, be responsible for setting and disarming building alarm systems.
12. Security guards shall refer all questions of eligibility for County programs to appropriate County staff. Security guards shall not assist clients in filling out County forms.

B. Provision of Secure Transportation Services. The Successful Proposer shall furnish an adequate number of uniformed secure transportation personnel to provide secure transportation services for DHHS patients and clients on an as-needed basis both within, and outside of, Humboldt County. All secure transportation of DHHS patients and clients shall be performed in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, protocols, best practices and standards.

3.2 Project Development:

It is expected that the Successful Proposer(s) will work collaboratively with the County to provide the security and/or secure transportation services required pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process, including, without limitation, participating in regular meetings. The Successful Proposer(s) will be required to maintain timely and consistent communication with the County, including,

without limitation, providing status updates, addressing concerns and ensuring the security and/or secure transportation services meet the County's needs throughout the term of the final Professional Services Agreement(s) resulting from this RFP Process.

4.0 REQUIREMENTS STATEMENT:

4.1 General Performance Standards:

A. Duties and Obligations of Successful Proposer(s).

1. The Successful Proposer(s) shall ensure the security and/or secure transportation services set forth in this RFP, and the sample Professional Services Agreements attached hereto, are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all standard and special instructions provided by County.
2. The Successful Proposer(s) will have the sole responsibility of paying the salaries, taxes and all other expenses relating to all security guards and/or secure transportation personnel employed thereby. Any and all security guards and/or secure transportation personnel responsible for providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall be employed by, and shall at all times be subject to the direct supervision and control of, the Successful Proposer(s).
3. The Successful Proposer(s) shall be available at all times to report to, and confer with, County staff regarding the provision of security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process. The Successful Proposer(s) shall meet with County staff on a monthly basis to discuss the security and/or secure transportation services being provided thereby.
4. The Successful Proposer(s) shall provide County with sufficient proof that a background check has been completed for all security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process. The Successful Proposer(s) may use whatever screening methods, including, without limitation, fingerprinting, reference checks and drug screening, it deems appropriate to screen security guards and/or secure transportation personnel.
5. The County reserves the right to reject any security guard and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process for any reason by submitting written notification to the Successful Proposer(s). In the event of such a rejection, the Successful Proposer(s) shall immediately remove the security guard and/or secure transportation personnel member, and fill the vacant security guard and/or secure transportation personnel position(s) no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between the County and the Successful Proposer(s).

6. The Successful Proposer(s) shall, upon the County's request, furnish the County with daily time sheets covering all of the time spent by security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.
7. The Successful Proposer(s) shall ensure all security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process are given any and all required breaks and lunch periods in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. The County shall not be responsible for reimbursing the Successful Proposer(s) for time spent by security guards and/or secure transportation personnel at lunch.
8. The Successful Proposer(s), unless directed otherwise by County, shall ensure any and all security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process are completely outfitted with a uniform, a badge bearing the Successful Proposer(s)' business name, as well as the employee's name and identification number, and any and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. The Successful Proposer(s) shall ensure any and all security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process are adequately trained in the use of any and all equipment necessary to provide such security and/or secure transportation services.
10. The Successful proposer(s) shall not make any copies of any keys or fobs used in the provision of security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.
11. The Successful Proposer(s), and its agents, officers, officials and employees, including, without limitation, security guards and/or secure transportation personnel, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary to provide security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.
12. The Successful Proposer(s), and its agents, officers, officials and employees, including, without limitation, any and all security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process, shall not disclose confidential medical information or personally identifiable client information, except as required by any and all applicable local, state and federal laws, regulations, policies, procedures, protocols and standards.

13. The Successful Proposer(s), and its agents, officers, officials and employees, including, without limitation, security guards and/or secure transportation personnel, shall not access any confidential proprietary information or records, including, without limitation, information which concerns County's patients, treatment methods, operations and costs, except as is absolutely necessary to provide security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.
14. The Successful Proposer(s), and its agents, officers, officials and employees, including, without limitation, security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process, shall not disclose, use or copy any proprietary information without first obtaining the County's express written consent.
15. The Successful Proposer(s), and its agents, officers, officials and employees including, without limitation, security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process, shall not disclose the names of any County staff members to any person or organization without first obtaining County's express written consent.

B. Duties and Obligations of Security Guards and Secure Transportation Personnel.

1. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process must successfully complete the Successful Proposer(s)' pre-employment screening, including, without limitation, fingerprinting, reference checks, criminal records check and drug and alcohol screening.
2. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process must be cardiopulmonary resuscitation certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, security guards and secure transportation personnel shall perform basic first aid and/or cardiopulmonary resuscitation prior to arrival of emergency personnel.
3. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process must have earned, at a minimum, a high school diploma or General Educational Development equivalent.
4. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process must possess a valid driver's license without legal restrictions, and provide the County, upon request, with sufficient proof of a satisfactory driving record.

5. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall comply with any and all requirements and standards set forth therein and any instructions, oral or written, which may be issued from time to time by designated County employees.
6. Security guards and secure transportation personnel shall notify County staff of any problems or concerns regarding the provision of security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process. Security guards and secure transportation personnel shall allow County staff to work with the Successful Proposer(s) to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall attend any and all applicable trainings provided by the County, in addition to any trainings provided by the Successful Proposer(s). Time spent at trainings provided by the County shall be considered paid time for which the Successful Proposer(s) will be reimbursed according to the rates of compensation set forth in the final Professional Services Agreement(s) resulting from this RFP process. Time spent at trainings provided by the Successful Proposer(s), either directly or indirectly, shall be at the Successful Proposer(s) expense.
8. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing, and responding to, threats of violence or aggressive behavior in accordance with the County's emergency response protocols.
11. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall attempt to prevent injury to County staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.

- 12.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall, upon request by the County, complete operating logs, incident reports and other similar documents.
- 13.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not smoke, drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
- 14.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty. Telephone calls made or received by security guards and/or secure transportation personnel while on duty shall be restricted to business and emergency related matters.
- 15.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not have visitors or be accompanied by pets while on duty.
- 16.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not fraternize or become overly friendly, and avoid causal conversations, with County clients and staff, except as necessary to provide such security and/or secure transportation services.
- 17.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process must show a visible presence in their assigned areas, and shall not leave such areas until relieved by the Successful Proposer(s).
- 18.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process must take all breaks and lunch periods away from assigned service areas.
- 19.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not use County office equipment or appliances without the County's prior approval.
- 20.** Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not use

County telephones, except as specifically needed to provide such security and/or secure transportation services.

21. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not bring any type of electronic equipment, device, machine or appliance for personnel use onto County property without the County's prior approval. While on duty, security guards and secure transportation personnel shall not use any type of electronic equipment, device, machine or appliance for personal use.
22. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not remove any property belonging to the County from County premises.
23. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall not accept gratuities from County staff, County clients or any other member of the public.
24. Security guards and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

4.2 Performance Standards Pertaining Specifically to Security Services:

A. Security Services Provided at DHHS – Behavioral Health Facilities.

1. Security guards assigned to DHHS – Behavioral Health facilities pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process must complete the Management of Assaultive Behavior training utilized by the County prior to providing security services at such facilities. Security guards will not routinely be a part of the Humboldt County Management of Assaultive Behavior Team, but may serve as backup personnel at the discretion of the Management of Assaultive Behavior Team or law enforcement. Only security guards who have been designated as backup personnel by the Humboldt County Management of Assaultive Behavior Team or law enforcement may assist with patient hold downs.
2. Security guards assigned to DHHS – Behavioral Health facilities pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall comply with any and all applicable local, state and federal policies, procedures and protocols, including, without limitation:
 - a. Security guards shall wear plain clothes suitable to the provision of the security services set forth in the final Professional Services Agreement

resulting from this RFP process, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.

- b. Security guards shall report to, and take direction from, the charge nurse at DHHS – Behavioral Health facilities or a designee thereof.
- c. Security guards shall sign in and out each time they enter and leave DHHS – Behavioral Health facilities.

B. Security Services Provided at All Other DHHS and County Facilities. Security guards assigned to DHHS and County facilities, other than DHHS – Behavioral Health facilities, pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process may be armed with handcuffs, batons and chemical mace or pepper spray at the discretion of the Successful Proposer. Security guards shall be fully trained in the use of such equipment, and the use of physical force, with or without these devices, must be kept to an absolute minimum.

4.3 Performance Standards Pertaining Specifically to Secure Transportation Services:

A. Secure Transportation Services Provided to DHHS – Behavioral Health Patients.

- 1. Secure transportation personnel assigned to transport DHHS – Behavioral Health patients pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process must complete the Management of Assaultive Behavior training utilized by the County prior to providing secure transportation services.
- 2. Secure transportation personnel assigned to transport DHHS – Behavioral Health patients pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall comply with any and all applicable policies, procedures and protocols, including, without limitation:
 - a. Secure transportation personnel shall not use force or items of control, including, without limitation, handcuffs and leg restraints, on the patient.
 - b. Secure transportation personnel shall not leave patients unattended in a secure transport vehicle, at any time during transportation, for any reason.
 - c. Secure transportation personnel shall be responsible for ensuring patients receive three (3) meals per day and snacks, if the patient is not provided with food during transport as authorized by the treating physician. Receipts will be required to obtain reimbursement for the actual cost of food purchased for the patient during transportation.
 - d. Secure transportation personnel shall take all of the following measures in order to ensure patient safety in warm and hot weather:
 - i. Park secure transport vehicles in the shade any time patient will be in such vehicle for a period of five (5) minutes or more.

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- ii. Lower all windows in the secure transport vehicle three (3) to four (4) inches any time such vehicle is stopped or parked to provide ventilation without air-conditioning.
- iii. Ensure patients are given at least eight (8) ounces of water per hour, unless ordered otherwise by the treating physician.
- e. If a female patient, either adult or minor, is being transported, at least one (1) secure transportation personnel member must be female and be in direct contact with the patient at all times.
- f. If a medical, behavioral or other emergency occurs during transport, secure transportation personnel must contact the appropriate party for assistance, including, without limitation, the County’s crisis stabilization unit, law enforcement and/or local hospital to request an ambulance.

B. Secure Transportation Services Provided to all DHHS Patients and Clients. Any and all vehicles used to transport DHHS patients and/or clients pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process shall be partitioned and meet any and all applicable safety standards issued by the Occupational Safety and Health Administration. Such vehicles shall also be regularly maintained and in good operational condition prior to the transportation of any DHHS patients and/or clients.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFP process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Standard Time. **The County hereby reserves the right, in its sole discretion, to adjust this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Proposals.** Notification of any adjustment to the following schedule of events shall be provided to all Proposers.

EVENT	DATE
RFP Issued by County:	April 06, 2026
Deadline for Submission of Written Questions:	April 17, 2026
Deadline for Responses to Questions:	April 24, 2026
Deadline to Submit Proposals:	May 04, 2026
Completion of Proposal Evaluation Process:	May 18, 2026
Recommendation of Award to Board of Supervisors:	June 17, 2026
Contract Start Date:	September 1, 2026

6.0 GENERAL REQUIREMENTS AND INFORMATION REGARDING PROPOSALS:

6.1 Proposal Submission:

Proposers shall prepare and submit one (1) electronic copy of their Proposal in PDF format, via email, by **4:00 p.m. Pacific Standard Time, May 4, 2026**. Proposals shall be signed by an authorized representative of the Proposer and must be transferred as an attachment to, or via a file transfer link contained in, an email with the subject line of **“RFP No. DHHS2026-01”** along with the name and address of the Proposer and the closing date and time for submission

of Proposals. Proposals that are unsigned, or signed by an individual not authorized to bind the Proposer, will be rejected. Proposals submitted in response to this RFP shall be sent to the County electronically at the following address:

COUNTY: Humboldt County DHHS – Contract Unit
Attention: Amanda Hinkle, Administrative Services Officer
Email: DHHS-ContractUnit@co.humboldt.ca.us

Proposals submitted to any other County office will be rejected and returned to the Proposer unopened. Additionally, time is of the essence, and any Proposal received after the above-referenced date and time for submittal will be rejected and returned to the Proposer unopened. It is the sole responsibility of the Proposer to ensure that its Proposal is received before the submittal deadline. However, nothing in this RFP precludes the County from extending the deadline for submission of Proposals, or from requesting additional information at any time during this RFP process.

6.2 Withdrawal of Submitted Proposals:

A Proposer may withdraw its Proposal at any time prior to the deadline for submission of Proposals by submitting written notification of withdrawal signed by the Proposer's authorized representative. Proposals will become the County's property after the submission deadline has passed.

6.3 Proposal Modification:

Any Proposer who wishes to make modifications to a submitted Proposal must withdraw its initial Proposal as required by this RFP. It is the responsibility of the Proposer to ensure that modified Proposals are resubmitted before the submission deadline in accordance with the terms and conditions of this RFP. Proposals may not be changed or modified after the submission deadline.

6.4 Proposer Investigations:

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

6.5 Public Records and Trade Secrets:

Any and all Proposals and materials submitted in response to this RFP shall become the County's property, and are subject to disclosure under the Public Records Act, California Government Code Sections 7920.000, *et seq.* This RFP, and all Proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of a Proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "Proprietary Information" at the top of the page in at least

one-half (0.5) inch letters. Specifically identified proprietary information, will not be released, if the Proposer expressly agrees, in writing, to indemnify, defend and hold the County harmless in any action brought to disclose such information. By submitting such information, the Proposer agrees that the County's failure to contact the Proposer prior to the release of such proprietary information contained therein will not be a basis for liability by the County, or any employee thereof.

6.6 Conflict of Interest:

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

6.7 Expenses Incurred in Preparing Proposals:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Proposer's participation in this RFP process, including, without limitation, the preparation and presentation of a Proposal. Any and all expenses incurred by the Proposer in preparing their response to this RFP shall be borne solely by the Proposer.

6.8 Right to Reject Proposals:

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

7.0 REQUIRED FORMAT OF PROPOSALS:

7.1 General Instructions and Information:

A. Content Requirements. In order for Proposals to be considered for award of a Professional Services Agreement pursuant to this RFP process, all of the following conditions must be satisfied:

1. Proposals must be submitted in accordance with the requirements, standards and specifications set forth in this RFP and contain any and all information, statements, letters and other documentation and attachments required hereby.
2. Proposals must be submitted by a single Proposer. Collaborative and/or multi-entity Proposals will not be considered for award.
3. Proposals must be complete and specific unto themselves. For example, "See *Enclosed Manual or Brochure*" will not be considered an acceptable response.
4. Proposals must contain information which enables the County to properly evaluate the Proposer's ability to provide security and/or secure transportation services equivalent to those set forth in this RFP.

B. Presentation Requirements. In order to be considered for award of a Professional

Services Agreement pursuant to this RFP process, Proposals must be uniformly typed in twelve (12) point font with each section and subsection clearly titled, each page consecutively numbered, including any and all attachments, and each page having one (1) inch margins.

- C. Formatting Requirements.** In order to be considered for award of a Professional Services Agreement pursuant to this RFP process, Proposals shall follow the format outlined herein. Failure to follow the format set forth in this RFP may result in the Proposal being rejected by the County as non-responsive. Each Proposal shall consist of the following sections and subsections:

- 1.0 Introductory Letter
- 2.0 Table of Content
- 3.0 Signature Affidavit
- 4.0 Professional Profile
- 5.0 Project Description
- 6.0 Cost Proposal
- 7.0 Supplemental Documentation
- 8.0 References
- 9.0 Evidence of Insurability and Business Licensure
- 10.0 Exceptions, Objections and Requested Changes
- 11.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, describe the Proposer's qualifications, experience and vision regarding the provision of security and/or secure transportation services equivalent to those set forth in this RFP. The introductory letter must also provide the Proposer's contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Proposer.

7.3 Signature Affidavit:

Each Proposal must contain a signed and completed Signature Affidavit, which is attached to this RFP as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Proposer. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

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

7.5 Professional Profile:

Proposals shall include a clear and concise narrative that identifies the Proposer's ability to provide security and/or secure transportation services equivalent to those set forth in this RFP.

- A. Organization Overview.** The professional profile must contain an overview of the

structure and operation of the Proposer's organization, which includes, at a minimum, all of the following information:

1. The Proposer's organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
 2. A detailed description of the Proposer's current and previous business activities, including, without limitation:
 - a. The history of the Proposer's organization, including, without limitation, the date on which the organization was founded and how innovation and high-quality performance is fostered thereby.
 - b. The total number of years the Proposer has been operating under the present organization name, and any prior organization names under which the Proposer has provided security and/or secure transportation services equivalent to those set forth in this RFP.
 - c. The number of years the Proposer has been providing services equivalent to those set forth in this RFP.
 - d. The total number of government agencies for which the Proposer has provided services equivalent to those set forth in this RFP.
 3. A detailed description of any litigation regarding the provision of security and/or secure transportation services equivalent to those set forth in this RFP that has been brought by or against the Proposer, including, without limitation, the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state and/or federal regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Proposer has in any other organizations, or whether the Proposer's organization is owned or controlled by any other organizations. If the Proposer does not hold a controlling or financial interest in any other organizations, that must be stated.
- B. Overview of Qualifications and Experience.** The professional profile must contain an overview of the Proposer's qualifications and experience regarding the provision of security and/or secure transportation services equivalent to those set forth in this RFP, which includes, at a minimum, all of the following information:

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1. The number of staff who will be responsible for providing security and/or secure

transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.

2. Identification of the Proposer's management team, key personnel and subcontractors who will be responsible for providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.
3. A detailed description of the Proposer's overall experience in providing security and/or secure transportation services equivalent to those set forth in this RFP, which includes specific examples of previous performance, measurable outcomes and overall successes.
4. A detailed description of the qualifications and experience of staff members, and subcontractors, who will be responsible for providing security and/or secure transportation services pursuant to the terms and conditions of the final Professional Services Agreement resulting from this RFP process, including, without limitation, job titles, responsibilities, special training, licenses, certifications and experience working with other public agencies.
5. A detailed description of how the Proposer's qualifications will help meet the County's objective of obtaining high-quality security and/or secure transportation services.

7.6 Project Description:

Proposals shall include a clear and concise project description, which identifies the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreements attached hereto.

A. Description of Services. The project description must contain an overview of the security and/or secure transportation services that will be provided pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process, which includes, at a minimum, all of the following information:

1. A detailed description of the security and/or secure transportation services will be provided pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.
2. A detailed description of any security and/or secure transportation services set forth in this RFP, or the sample Professional Services Agreements attached hereto, which will not be included in the security and/or secure transportation services provided by the Proposer and the reason for the exclusion of such services.
3. A detailed description of any procedural enhancements Proposer believes may add value to the security and/or secure transportation services set forth in this RFP and the sample Professional Services Agreements attached hereto.

B. Quality Assurances Capabilities. The project description shall include an overview of the Proposer's policies and procedures regarding quality control, which includes, at a minimum, all of the following information:

1. A detailed description of the Proposer's understanding of the requirements,

specifications, standards and challenges associated with the provision of security and/or secure transportation services equivalent to those set forth in this RFP and the sample Professional Services Agreements attached hereto.

2. A detailed description of the processes that will be utilized to ensure that the security and/or secure transportation services provided pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process meets the performance standards set forth herein.
3. A detailed description of the processes that will be utilized to ensure that security and/or transportation services provided pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process comply with any and all applicable local, state and federal laws, regulations, policies, procedures, protocols and standards.
4. A detailed description of the communication channels between the Proposer and the County that will be utilized to ensure that the security and/or secure transportation services provided pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process will be performed to the County's satisfaction, including, without limitation, how potential problems will be resolved.

7.7 Cost Proposal:

- A. **Price Quotes.** Proposals shall include an itemized list of any and all costs and expenses associated with the provision of security and/or secure transportation services equivalent to those set forth in this RFP. Cost information should be presented in a form that is substantially similar to the Cost Proposal Form that is attached to this RFP as Attachment B – Cost Proposal Form and incorporated herein by reference as if set forth in full. In addition to the above-referenced cost information, Proposals should also include a detailed explanation of how the costs and expenses in each budget line item were estimated and the justification for such costs and expenses.
- B. **General Instructions and Requirements.** The following is an outline of the general information and requirements applicable to price quotes:
 1. Price quotes shall be valid for a minimum of one hundred eighty (180) days from the Proposal submission deadline of May 4, 2026.
 2. Price quotes shall include any exceptions, deviations and clarifications pertinent to the provision of security and/or secure transportation services equivalent to those set forth in this RFP that may assist in the evaluation of such price quotes.
 3. The total budget set forth in the price quote shall not exceed any local, state or federal maximum allowances applicable to the provision of security and/or secure transportation services equivalent to those set forth in this RFP.

7.8 Supplemental Documentation:

Proposals shall include any and all documents that will assist the County in evaluating the Proposer's ability to comply with the requirements, specifications and standards set forth in this RFP and the sample Professional Services Agreements attached hereto, including,

without limitation, any and all administrative policies, procedures, guidelines and best practices that will be used to facilitate the provision of security and/or secure transportation services equivalent to those set forth in this RFP, and any and all required licensure, certification and/or accreditation documents.

7.9 References:

- A. Reference Data Sheet.** Proposals shall include a verified Reference Data Sheet, which is attached to this RFP as Attachment C – Reference Data Sheet and incorporated herein by reference as if set forth in full, that includes present and past performance information from a minimum of two (2) former clients, preferably governmental agencies, to whom the Proposer has provided security and/or secure transportation services equivalent to those set forth in this RFP within the past three (3) years.
- B. Required Information.** The performance information provided with each reference must be clearly correlated to the provision of security and/or secure transportation services equivalent to those set forth in this RFP. Each reference must include, at a minimum, all of the following information:
1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which security and/or secure transportation services equivalent to those set forth in this RFP were provided to each referenced client.
 3. A detailed description of the security and/or secure transportation services equivalent to those set forth in this RFP that were provided to each referenced client, including, without limitation, the time period in which such security and/or secure transportation services were performed.
 4. A detailed description of how the security and/or secure transportation services equivalent to those set forth in this RFP led to accomplishment of each referenced client's objectives.
 5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Proposer's knowledge.

7.10 Evidence of Insurability and Business Licensure:

Proposers shall submit evidence of eligibility for any and all insurances required by the sample Professional Services Agreements attached hereto. Prior to the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to produce certificates of the required insurance, including, without limitation, a certified endorsement naming the County as an additional insured. However, Proposers should not purchase any additional insurance until the final Professional Services Agreement(s) resulting from this RFP process has been awarded. Additionally, Proposers shall certify the possession of any and all licenses and/or certifications required for the provision of security and/or secure transportation services equivalent to those set forth in this RFP.

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7.11 Exceptions, Objections and Requested Changes:

Proposers should carefully review the terms, conditions and requirements set forth in this RFP and the sample Professional Services Agreements attached hereto. Any exceptions, objections or requested changes to any portion of this RFP, and/or the sample Professional Services Agreements attached hereto, shall be clearly identified and explained in the Proposal. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFP or the sample Professional Services Agreements attached hereto. Protests based on any exception, objection or requested change to this RFP, and/or the sample Professional Services Agreements attached hereto, shall be considered waived and invalid by the County, if the exception, objection or requested change is not adequately identified and explained in the Proposal.

7.12 Required Attachments:

Proposals that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – RFP Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Cost Proposal** (See Section 7.7)
- **Attachment 3 – Supplemental Documentation** (See Section 7.8)
- **Attachment 4 – Reference Data Sheet** (See Section 7.9)

8.0 MODIFICATION OF THE RFP PROCESS:

8.1 Requests for Clarification or Correction:

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

COUNTY: Humboldt County DHHS – Contract Unit
Attention: Amanda Hinkle, Administrative Services Officer
Email: DHHS-contractunit@co.humboldt.ca.us

Any and all requests for clarification or correction and any other questions pertaining to this RFP process must be received by the County on or before **April 17, 2026**. Any and all responses to such requests for clarification or correction and written questions received by the County will be posted on the County's website on or before **April 24, 2026**.

8.2 Addenda:

Any and all modifications to this RFP shall be made and distributed by written Addenda. Any and all Addenda to this RFP, if necessary, will be distributed via email to all Proposers who have requested to be added to the County's mailing list and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFP, and/or the sample Professional Services Agreements attached hereto, shall be incorporated into any and all Proposals, if possible. The Addenda cover sheet shall be signed and dated by the Proposer and submitted to the County with the Proposal. Any oral communications

concerning this RFP by County personnel are not binding on the County and shall in no way modify this RFP or the obligations of the County or any Proposer.

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After the Proposals are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Proposals for responsiveness to this RFP, in order to determine whether the Proposer possesses the qualifications and experience necessary to provide security and/or secure transportation services equivalent to those set forth in this RFP. In evaluating the Proposals, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 20 Points:** The Proposer's ability to provide security and/or secure transportation services equivalent to those set forth in this RFP in accordance with the requirements, specifications and standards contained herein and the sample Professional Services Agreements attached hereto.
- **Organizational Experience and Capacity – 20 Points:** The Proposer's experience in providing security and/or secure transportation services equivalent to those set forth in this RFP for government agencies of comparable size.
- **Staffing Levels – 20 Points:** Proposer's ability to provide staff from currently maintained rosters of qualified, trained security guards and/or secure transportation personnel.
- **Commencement of Services – 15 Points:** The Proposer's ability to start providing security and/or secure transportation services equivalent to those set forth in this RFP by July 1, 2026.
- **Overall Cost of Services – 15 Points:** The Proposer's ability to provide security and/or secure transportation services equivalent to those set forth in this RFP in a cost-efficient manner.
- **Other Criteria – 10 Points:** The overall impression of the Proposer's ability to provide security and/or secure transportation services equivalent to those set forth in this RFP.

All Proposals will be evaluated by an impartial RFP evaluation committee comprised of County staff members and other parties with expertise regarding, or experience with, the provision of security and/or secure transportation services equivalent to those set forth in this RFP. The RFP evaluation committee may directly request clarification of Proposals from, and/or interviews with, one (1) or more Proposers. The purpose of any such requests for clarifications or interviews shall be to ensure the RFP Evaluation Committee's full understanding of the Proposer's ability to perform security and/or secure transportation services equivalent to those set forth in this RFP. If clarifications are made as a result of such discussions, the Proposer shall put such clarifications in writing, as appropriate. Any delay caused by a Proposer's failure to respond to such a request for clarification or interview may result in the rejection of the Proposal.

The evaluation and selection process set forth in this RFP is designed to award a final Professional Services Agreement(s) to the Proposer(s) with the best combination of attributes based upon the above-referenced evaluation criteria. Accordingly, Proposals will be evaluated against the evaluation criteria set forth in this RFP and not against other Proposals. The award of a final Professional Services Agreement(s), if made by the County, will be based upon a total evaluation

of each Proposal and the projected costs associated therewith.

All contacts made with the County during the evaluation and selection process shall be through Administrative Services Officer, Amanda Hinkle (see Section 8.1 for contact information). Attempts by the Proposer to contact any other County representative during the evaluation and selection process may result in rejection of the Proposal. Conflict resolution shall be handled by County staff upon receiving a written complaint from the Proposer about this RFP process.

10.0 CONTRACT DEVELOPMENT:

10.1 Contract Negotiation Process:

Once the evaluation and selection process set forth in this RFP has been completed, the County will notify each Proposer of the final rankings and negotiate the terms and conditions of the final Professional Services Agreement(s) with the highest-ranking Proposer(s). The highest-ranking Proposer(s) shall participate in the contract negotiation process in accordance with direction from the County. Any delay caused by the Proposer(s)' failure to participate in good faith contract negotiations may lead to rejection of the Proposal(s).

10.2 Scoping Meetings:

The highest-ranking Proposer(s) may be asked to attend a scoping meeting to ensure that the Proposer(s) has a full understanding of the terms, conditions and requirements that will be included in the final Professional Services Agreement(s) resulting from this RFP process. The Scoping meeting will also provide the highest-ranking Proposer(s) with an opportunity to ask questions regarding the security and/or secure transportation services that they will be expected to provide pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process.

10.3 Award of Final Professional Services Agreement:

If the County determines, after completion of the contract negotiation process, to award a contract(s) for the provision of security and secure transportation services equivalent to those set forth in this RFP, the final Professional Services Agreement(s) shall be sent to the Successful Proposer(s) for signature. Once a signed copy has been returned to the County, the final Professional Services Agreement(s) will be submitted to the Humboldt County Board of Supervisors for final approval and execution. The County hereby reserves the right to award a Professional Services Agreement(s) to the Proposer(s) which, in the sole judgment of the County, meets the County's objective of obtaining high-quality security and secure transportation services. No Proposal shall be binding upon the County until a final Professional Services Agreement(s) is signed by duly authorized representatives of both the Successful Proposer(s) and the County.

10.4 Contractual Requirements:

- A. Term.** The final Professional Services Agreement(s) resulting from this RFP process shall begin on September 1, 2026 shall remain in full force and effect until September 2, 2027, unless extended by a valid amendment thereto or sooner terminated as set forth therein. The County shall have the right to extend the term of, and increase the maximum amount payable under, the Professional Services Agreement(s) resulting from this RFP process, via duly executed amendments thereto, based on the availability of funds.

- B. Termination for Cause.** If, in the County's opinion, the Successful Proposer(s) fails to adequately provide the agreed upon security and/or secure transportation services, or otherwise fails to comply with the terms and conditions set forth in the final Professional Services Agreement(s) resulting from this RFP process, or violates any local, state or federal laws, regulations, policies, procedures or standards applicable to the performance thereof, the County may immediately terminate the Professional Services Agreement(s).
- C. Termination without Cause.** The County may terminate the final Professional Services Agreement(s) resulting from this RFP process without cause upon thirty (30) days advance written notice.
- D. Termination due to Insufficient Funding.** The County's obligations under the final Professional Services Agreement(s) resulting from this RFP process shall be contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, the County shall, in its sole discretion, have the right to terminate the Professional Services Agreement(s) resulting from this RFP process upon seven (7) days advance written notice.
- E. General Reporting Requirements.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to provide the County with any and all reports that may be required by any local, state and/or federal agencies. Any and all reports required pursuant to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall be prepared using the format required by the State of California, as appropriate, and be submitted in accordance with any and all applicable local, state and federal timeframes and accessibility requirements.
- F. Project Monitoring.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the County will have the right to monitor any and all activities related to the provision of security and/or secure transportation services equivalent to those set forth herein, including, without limitation, the right to review and monitor the Successful Proposer(s)' records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of the final Professional Services Agreement(s). The Successful Proposer(s) will be required to cooperate with a corrective action plan, if deficiencies in its records, policies, procedures or business operations are identified by the County. However, the County will in no way be responsible, or held accountable, for overseeing or evaluating the adequacy of the Successful Proposer(s)' performance under the final Professional Services Agreement(s) resulting from this RFP process.
- G. Disclosure of Confidential Information.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to protect any and all confidential information obtained pursuant to the terms and conditions thereof in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act; the United States Health

Information Technology for Economic and Clinical Health Act; the United States Health Insurance Portability and Accountability Act of 1996; and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the United States Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- H. Non-Discrimination Compliance.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to comply with any and all applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time.
- I. Nuclear-Free Humboldt County Ordinance Compliance.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to certify that it is not a Nuclear Weapons Contractor, as that term is defined by the Nuclear-Free Humboldt County Ordinance. The County shall have the right to immediately terminate the final Professional Services Agreement(s) if it is determined that the Successful Proposer(s) falsified the above-referenced certification or subsequently becomes a Nuclear Weapons Contractor.
- J. Indemnification Requirements.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to hold harmless, defend and indemnify the County and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the Successful Proposer(s)' negligent performance of, or failure to comply with, any of the obligations contained in the final Professional Services Agreement(s), except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- K. Insurance Requirements.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. The Successful Proposer(s) shall furnish the County with certificates and original endorsements effecting any and all required insurance coverage prior to the County's execution of the final Professional Services Agreement(s) resulting from this RFP process. In addition, the County may require additional insurance dependent upon the final scope of services that will be provided by the Successful Proposer(s).

- L. **Compliance with Applicable Laws and Licensure Requirements.** In connection with the execution of the final Professional Services Agreement(s) resulting from this RFP process, the Successful Proposer(s) will be required to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the provision of security and/or secure transportation services equivalent to those set forth herein. In addition, the Successful Proposer(s) will be required to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements.

- M. **Assignment.** The final Professional Services Agreement(s) resulting from this RFP process shall not be assignable by the Successful Proposer(s) without prior approval from the County.

- N. **Jurisdiction and Venue.** The final Professional Services Agreement(s) resulting from this RFP process shall be governed in all respects by the laws of the State of California. Any disputes related to the terms and conditions of the final Professional Services Agreement(s) resulting from this RFP process shall be litigated in the State of California, and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

11.0 CANCELLATION OF THE RFP PROCESS:

The County hereby reserves the right to cancel this RFP process, at any time after the issuance of this RFP, but prior to the award of the final Professional Services Agreement(s), if the County determines, in its sole discretion, that cancellation is in the County's best interest for any reason, including, without limitation, the Proposals did not independently arrive in open competition, were collusive or were not submitted in good faith, or the County determines, after review and evaluation of the Proposals, that the County's needs can be satisfied through an alternative method.

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

**REQUEST FOR PROPOSALS NO. DHHS2026-01
PROVISIONS OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. DHHS2026-01 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 7920.000, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

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

The undersigned is an authorized representative of the above-named organization and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2026-01 and declares that the attached Proposal and pricing are in conformity therewith.

Signature

Title

Name

Date

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

**REQUEST FOR PROPOSALS NO. DHHS2026-01
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

**ATTACHMENT B – COST PROPOSAL FORM
(Submit with Proposal)**

Itemize any and all costs that will be incurred by the County for the provision of the security and/or secure transportation services equivalent to those set forth in RFP No. DHHS2026-01. Price Quotes shall include any and all costs associated with the provision of such security and/or secure transportation services. A narrative should be attached to clarify any pricing data submitted.

A. Personnel Costs	
Title: Salary Calculation: Description of Duties:	\$0.00
Title: Salary Calculation: Description of Duties:	\$0.00
Title: Salary Calculation: Description of Duties:	\$0.00
Total Personnel Costs:	\$0.00
B. Operational Costs	
Item: Description:	\$0.00
Item: Description:	\$0.00
Item: Description:	\$0.00
Total Operational Costs:	\$0.00
C. Supply Costs	
Item: Description:	\$0.00
Title: Description:	\$0.00
Total Supply Costs:	\$0.00
D. Travel Costs	
Title: Description:	\$0.00
Total Travel Costs:	\$0.00
E. Other Costs	
Title: Description:	\$0.00
Total Other Costs:	\$0.00
F. Indirect Costs	
Title: Description:	\$0.00
Total Other Costs:	\$0.00
Total:	\$0.00

Personnel Costs: Include all employee costs, but not those incurred by independent contractors, with each employee type listed separately. Examples of calculations are: Fifteen percent (15%) of Two Thousand Dollars (\$2,000.00) per month, multiplied by six (6) months; or Twenty (20) hours multiplied by Fifteen Dollars (\$15.00) per hour, multiplied by fifty-two (52) weeks plus any applicable benefits.

Operational Costs: Include any and all direct and indirect expenses associated with the proposed security and/or secure transportation services, except consumable supplies and travel, including, without limitation rent, office supplies, postage, paper, communications, equipment, contract labor or services and overhead or administrative costs, with each cost type listed separately.

Consumable Costs: Include any and all items that will be consumed by participants or staff, including, without limitation, food and meeting supplies.

Transportation Costs: Include any and all vehicle purchase and/or rental costs, employee per-mile reimbursements and other travel-related expenses.

Other Costs: Include anything not already covered in the budget categories above, with each such expense listed separately.

Overhead and Administrative Costs: Per federal guidance, overhead and administrative costs may not exceed fifteen percent of (15%) of the total modified costs.

**REQUEST FOR PROPOSALS NO. DHHS2026-01
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

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

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County of Humboldt does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
DEPARTMENT NAME:	
APPROXIMATE POPULATION:	
DESCRIPTION OF SCOPE OF WORK:	

**REQUEST FOR PROPOSALS NO. DHHS2026-01
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

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

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS 2026-2027 THROUGH 20[]-20[]**

This Agreement, entered into this ____ day of _____, 2026, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

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

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

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

WHEREAS, CONTRACTOR represents it is adequately trained, skilled, experienced and qualified to perform the security and secure transportation services required by COUNTY.

NOW THEREFORE, COUNTY and CONTRACTOR hereby mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:
 - A. Provision of Security and Secure Transportation Services. CONTRACTOR hereby agrees to provide the security and secure transportation services described in Exhibit A – Scope of Services in accordance with the policies, procedures, standards and fiscal requirements set forth in Exhibit B – Humboldt County Behavioral Health Security Service Protocol, Exhibit C – Humboldt County Behavioral Health Transportation Protocol, Exhibit D – Schedule of Rates and Exhibit F – County of Humboldt HIPAA Business Associate Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS Director or a designee thereof, hereinafter referred to as “Director.”
 - B. Duties and Obligations of CONTRACTOR. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 1. CONTRACTOR shall ensure the security and secure transportation services set forth in this Agreement are provided by qualified efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all instructions provided by COUNTY.

2. CONTRACTOR will have the sole responsibility of paying salaries, taxes and all other expenses relating to all security guards and secure transportation personnel employed thereby. Any and all security guards and secure transportation personnel responsible for providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall be employed by, and shall at all times be subject to the direct supervision and control of, CONTRACTOR.
3. CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of security and/or secure transportation services pursuant to the terms and conditions of this Agreement. CONTRACTOR shall meet with COUNTY staff on a monthly basis to discuss the security and/or secure transportation services being provided pursuant to the terms and conditions of this Agreement.
4. CONTRACTOR shall provide COUNTY with sufficient proof that a background check has been completed for all security guards and secure transportation personnel providing security and secure transportation services pursuant to the terms and conditions of this Agreement. CONTRACTOR may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records check and drug and alcohol screening, it deems appropriate to screen security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement.
5. COUNTY hereby reserves the absolute right to reject any security guard and/or secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement for any reason by submitting written notification to CONTRACTOR. In the event of such a rejection, CONTRACTOR shall immediately remove the security guard and/or secure transportation personnel member, and fill the vacant position(s) no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and CONTRACTOR.
6. CONTRACTOR shall, upon COUNTY's request, furnish COUNTY with daily time sheets covering all of the time spent by security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement.
7. CONTRACTOR shall ensure all security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement are given required breaks and lunch periods in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. COUNTY shall not be responsible for reimbursing CONTRACTOR for time spent by security guards and secure transportation personnel at lunch.
8. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure all security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement are completely outfitted with a uniform, a badge bearing CONTRACTOR's business name, as well as the employee's name and identification number, and any and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. CONTRACTOR shall ensure all security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and

conditions of this Agreement are adequately trained in the use of any and all equipment necessary to provide such security and secure transportation services.

10. CONTRACTOR shall not make any copies of any keys or fobs used to provide security and/or secure transportation services pursuant to the terms and conditions of this Agreement.
11. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, security guards and secure transportation personnel, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary to provide security and/or secure transportation services pursuant to the terms and conditions of this Agreement.
12. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement, shall not disclose confidential medical information or personally identifiable client information, except as required by any and all applicable local, state and federal laws, regulations, policies, procedures, protocols and standards.
13. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, security guards and secure transportation personnel, shall not access any confidential proprietary information or records, including, but not limited to, information which concerns COUNTY's patients, treatment methods, operations and costs, except as is absolutely necessary to provide security and/or secure transportation services pursuant to the terms and conditions of this Agreement.
14. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement, shall not disclose, use or copy any proprietary information without first obtaining COUNTY's express written consent.
15. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement, shall not disclose the names of any COUNTY staff members to any person or organization without first obtaining COUNTY's express written consent.

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

1. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement must successfully complete CONTRACTOR's pre-employment screenings, including, without limitation, fingerprinting, reference checks, criminal records checks and drug and alcohol screening.
2. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement must be cardiopulmonary resuscitation certified and possess up-to-date basic first-aid training

skills. In the event of a medical emergency, security guards and secure transportation personnel shall perform basic first aid and/or cardiopulmonary resuscitation prior to the arrival of emergency personnel.

3. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement must have earned, at a minimum, a high school diploma or General Educational Development equivalent.
4. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement must possess valid driver's license without legal restrictions, and provide COUNTY, upon request, with sufficient proof of a satisfactory driving record.
5. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall comply with any and all requirements and standards set forth herein and any and all instructions, oral or written, issued from time to time by designated COUNTY employees.
6. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall notify COUNTY staff of any problems or concerns regarding the provision of such security and/or secure transportation services. Security guards and secure transportation personnel shall allow COUNTY staff to work with CONTRACTOR to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall attend any and all applicable trainings provided by COUNTY, in addition to any trainings provided by CONTRACTOR. Time spent at trainings provided by COUNTY shall be considered paid time for which CONTRACTOR will be reimbursed according to the rates of compensation set forth herein. Time spent at trainings provided by CONTRACTOR, either directly or indirectly, shall be at CONTRACTOR'S expense.
8. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing, and responding to, threats of violence or aggressive behavior in accordance with COUNTY's emergency response protocols.

11. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall attempt to prevent injury to COUNTY staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall, upon request by COUNTY, complete operating logs, incident reports and other similar documents.
13. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not smoke, drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
14. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards, play games on their phones or participate in any other recreational activities while on duty. Telephone calls and/or text messages made or received by security guards and/or secure transportation personnel while on duty shall be restricted to business and emergency related matters.
15. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not have visitors or be accompanied by pets while on duty.
16. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not fraternize or become overly friendly, and avoid casual conversations, with COUNTY clients and staff, except as necessary to provide such security and secure transportation services.
17. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement must show a visible presence in their assigned areas, and shall not leave such areas until relieved by CONTRACTOR.
18. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement must take all breaks and lunch periods away from assigned service areas.
19. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not use COUNTY office equipment or appliances without COUNTY's prior approval.
20. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not use COUNTY telephones, except as specifically needed to provide such security and/or secure transportation services.

21. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without COUNTY's prior approval. While on duty, security guards and secure transportation personnel shall not use any type of electronic equipment, device, machine or appliance for personal use.
22. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not remove any property from COUNTY premises.
23. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall not accept any gratuities from COUNTY staff, COUNTY clients or any other member of the public.
24. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

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

1. Security guards and secure transportation personnel assigned to DHHS – Behavioral Health facilities pursuant to the terms and conditions of this Agreement must complete the Management of Assaultive Behavior training utilized by COUNTY prior to providing security services at, or transporting DHHS patients to and/or from, such facilities. Security guards will not routinely be a part of the Humboldt Management of Assaultive Behavior Team, but may serve as backup personnel at the discretion of the Management of Assaultive Behavior Team or law enforcement. Only security Guards who have been designated as backup personnel by the Humboldt County Management of Assaultive Behavior Team or law enforcement may assist with patient hold downs.
2. Security guards and secure transportation personnel providing security and/or secure transportation services pursuant to the terms and conditions of this Agreement shall comply with any and all applicable policies and procedures set forth in Exhibit B – Humboldt County Behavioral Health Security Service Protocol and Exhibit C – Humboldt County Behavioral Health Transportation Protocol, which are attached hereto and incorporated herein by reference as if set forth in full.

E. Performance Standards Pertaining to All Other DHHS and COUNTY Facilities. By executing this agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:

1. Security guards assigned to DHHS and County facilities, other than DHHS – Behavioral Health facilities, pursuant to the terms and conditions of this Agreement may be armed with handcuffs, batons and chemical mace or pepper spray at the discretion of CONTRACTOR. Security guards shall be trained in the use of such equipment, and the use of physical force, with or without devices, must be kept to an absolute minimum.

2. Any and all vehicles used to transport DHHS patients and/or clients pursuant to the terms and conditions of this Agreement shall be partitioned and meet any and all applicable safety standards issued by the Occupational Safety and Health Administration. Such vehicles shall also be regularly maintained and in good operational condition prior to the transportation of any DHHS patients and/or clients.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall, at its own expense, provide CONTRACTOR with any and all office space, supplies, DHHS – Behavioral Health name badges, keys, fobs and support services necessary to provide security and/or secure transportation services pursuant to the terms and conditions of this Agreement.

3. TERM:

This Agreement shall begin July 1, 2026 and shall remain in full force and effect until June 30, 20[], unless extended by a valid amendment hereto or sooner terminated as set forth herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the security and/or secure transportation services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal laws, regulations, policies, procedures or standards applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated security and/or secure transportation services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all security and secure transportation services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [] Dollars (\$,). In no event shall the maximum amount paid under this Agreement exceed [] Dollars (\$,) for fiscal year 20[]-20[] and [] Dollars (\$,) for fiscal year 20[]-20[]. CONTRACTOR hereby agrees to perform any and all security and secure transportation 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 hereunder or terminate this Agreement as set forth herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit D – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which security and/or secure transportation services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit E – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Department of Health and Human Services
Attention: Financial Services
[Email Address]

7. NOTICES:

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

COUNTY: Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director
507 F Street
Eureka, California 95501

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

8. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR

shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the security and secure transportation services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the security and secure transportation services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, any and all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the security and secure transportation services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the security and/or secure transportation services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and any and all costs associated with the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit F – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. SUSPENSION AND DEBARMENT:

- A. Legal Compliance. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations, policies, procedures and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.
- B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
 2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.

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3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
4. Have not, within a three (3) year period preceding this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by the California Department of Health Care Services.

- C. Construction of Provision. The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.
- D. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as set forth herein.
- E. Incorporation of Provisions. CONTRACTOR hereby agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

15. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

16. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or

damage which was caused by the sole negligence or willful misconduct of COUNTY or its agents, officers, officials, employees and volunteers.

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

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

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

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death, property damage, sexual abuse and molestation. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the security and/or secure transportation services provided hereunder. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

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

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

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

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

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities 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. Each party hereby agrees that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the security and secure transportation services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the security and secure transportation services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

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20. PROVISIONS REQUIRED BY LAW:

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

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

22. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

23. SEVERABILITY:

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

24. ASSIGNMENT:

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

25. AGREEMENT SHALL BIND SUCCESSORS:

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

26. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

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27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

28. AMENDMENT:

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

29. STANDARD OF PRACTICE:

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

30. TITLE TO INFORMATION AND DOCUMENTS:

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

31. JURISDICTION AND VENUE:

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

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to the security and/or secure transportation services provided pursuant to the terms and conditions of this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the security and/or secure transportation services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any

and all security and/or secure transportation services provided by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS:

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

36. CONFLICTING TERMS OR CONDITIONS:

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

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

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

39. FORCE MAJEURE:

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

40. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be

deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Humboldt County Behavioral Health Security Service Protocol
- Exhibit C – Humboldt County Behavioral Health Transportation Protocol
- Exhibit D – Schedule of Rates
- Exhibit E – Sample Invoice Form
- Exhibit F – County of Humboldt HIPAA Business Associate Agreement

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

1. SECURITY SERVICES:

A. Provision of Security Services. CONTRACTOR shall furnish an adequate number of uniformed security guards to provide security services at the following DHHS facilities:

1. DHHS – Social Services main office and adjacent buildings located at:
 - a. 929 Koster Street, Eureka, California;
 - b. 537 W. Washington Street, Eureka, California;
 - c. 445 W. Washington Street, Eureka, California;
 - d. 600 W. Clark Street, Eureka, California;
 - e. 638 W. Clark Street, Eureka, California;
 - f. 2440 Sixth Street, Eureka, California; and
 - g. Such other DHHS – Social Services facilities, as County shall determine.
2. DHHS – Public Health main office and adjacent buildings located at:
 - a. 529 I Street, Eureka, California;
 - b. 908 Seventh Street, Eureka, California; and
 - c. Such other DHHS – Public Health facilities, as County shall determine.
3. DHHS – Behavioral Health main office, psychiatric health facility, and adjacent buildings located at:
 - a. 720 Wood Street, Eureka, California;
 - b. 2910 H Street, Eureka, California;
 - c. 2933 H Street, Eureka, California, Modular;
 - d. 2933 H Street, Eureka, California, House;
 - e. 734 Russ Street, Eureka, California;
 - f. 824 Harris Street, Eureka, California; and
 - g. Such other DHHS – Behavioral Health facilities, as County shall determine.

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4. DHHS – Administration offices, and other COUNTY facilities, as determined by COUNTY.
5. 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.
6. Security guards shall be responsible for: closing and locking all designated doors, gates and windows; turning off all designated office equipment, appliances and building exhaust systems; ensuring that only COUNTY employees, and other persons approved by COUNTY, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by COUNTY.
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. CONTRACTOR shall ensure that the security services required pursuant to the terms and conditions of this Agreement are provided in accordance with the following service schedule:

1. CONTRACTOR shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 6:30 a.m. to 6:00 p.m., Pacific Standard Time with on-call coverage during after-hours, weekends, emergencies, COUNTY holidays or such other schedule as COUNTY may approve.
2. CONTRACTOR shall provide security services at designated DHHS – Public Health facilities 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 directed by the COUNTY.
3. CONTRACTOR shall provide security services at designated DHHS – Behavioral Health facilities from 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, with on-call coverage during after-hours, weekends, emergencies, COUNTY holidays or such other schedule as COUNTY may approve.
4. CONTRACTOR shall provide security services at designated DHHS, and other County, sites from 4:30 p.m. to 9:30 a.m. Pacific Standard Time, Monday through Sunday, with on-call coverage during after-hours, weekends, emergencies, COUNTY holidays or other such schedule as COUNTY may approve.

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 in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, protocols, requirements and standards set forth in this Agreement.

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3. SERVICE COORDINATION:

CONTRACTOR shall, on an as-needed basis, attend, either in person, or by phone or video conferencing, any and all meetings needed to plan, organize and coordinate the provision of the security and secure transportation services required pursuant to the terms and conditions of this Agreement.

EXHIBIT B
HUMBOLDT COUNTY BEHAVIORAL HEALTH
SECURITY SERVICE PROTOCOL

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

Security services may be used when there is a high-risk behavioral acuity. High risk behavioral acuity is defined as one (1) 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 security services.

If the above criteria are met, the charge nurse should contact an appropriate administrator for authorization to utilize security services.

1. For purposes of this protocol, the term “administrator” includes, without limitation, all of the following:

Behavioral Health Director (or a designee thereof)
Twenty-Four Hour Services Program Manager
Director of Nursing
Assistant Director of Nursing

2. An administrator will contact a qualified security service firm or instruct the charge nurse to make arrangements.
3. The charge nurse shall reassess the need to continue security services by the end of each shift.
4. Security guards are to report to the charge nurse and take direction therefrom, or staff designated thereby.
5. Security guards may be required to provide one-on-one supervision, monitor visitors and/or assist patients with phone calls.
6. Security guards shall wear plain clothes suitable to the provision of the security services set forth herein, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
7. Security guards shall not have access to patients’ medical records.
8. Security guards shall discuss pertinent information obtained while on duty, including, without limitation, patient discussions regarding suicidality or plans to harm others, with designated staff members.
9. Security guards shall sign in before, and sign out after, each shift.
10. Security guards shall sign an “Oath of Confidentiality” to assure confidential treatment for all DHHS – Behavioral Health patients.
11. Security guards will not routinely be a part of the Management of Assaultive Behavior Team, but serve as backup to that Team at the Team’s discretion only if the security guard has completed the Humboldt County Behavioral Health Management of Assaultive Behavior Training.

EXHIBIT C
HUMBOLDT COUNTY BEHAVIORAL HEALTH TRANSPORTATION PROTOCOL

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

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

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

1. The physician ordering the hospitalization or other placement will determine if the patient to be transported is behaviorally and medically stable enough to be safely transported by secure transportation personnel or requires transport by ambulance.
2. If it is determined that a patient may be safely transported by secure transportation personnel, the charge nurse and/or clinician will contact the appropriate administrator for approval.
3. For purposes of this protocol, the term “administrator” includes, without limitation, all of the following:

Behavioral Health Director (or a designee thereof)
Twenty-Four Hour Services Program Manager
Director of Nursing
Assistant Director of Nursing

4. The “Transport” form will be completed.
5. The charge nurse, or a designee thereof, will contact a qualified firm and request the provision of secure transportation services.
 - a. If a female patient (adult or minor) is being transported, at least one (1) 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 (1) vehicle. No more than two (2) patients will be transported in the same vehicle at the same time. Under no circumstances may:
 - i. A minor patient be transported with an adult patient.
 - ii. A female patient be transported with a male patient.
 - c. If secure transportation personnel needs assistance during the transport, they will contact the appropriate party for assistance.
 - i. Medical emergency – call 911 to request an ambulance.
 - ii. Behavioral including AWOL – call 911 to request law enforcement.
 - iii. If a patient is being transported to an out-of-County inpatient facility, the charge nurse or Treating physician(s) should review the need for medical clearance by a local hospital

prior to the transport. It should be taken into consideration that non-medical staff will be transporting the patient, and that the duration of the trip may be several hours.

6. Secure transportation personnel are not to use force or items of control, including, without limitation, handcuffs and leg restraints, on the patient.
7. Secure transportation personnel shall contact the Humboldt County Crisis Stabilization Unit if an emergency occurs. The charge nurse and/or clinician will immediately contact the appropriate administrator about the incident and complete an incident report.
8. Patients shall not be left unattended in vehicles.
9. Secure transportation personnel shall ensure patients receive three (3) meals per day and snacks, if the patient is not provided with food during transport as authorized by the treating physician. Receipts will be required to reimburse for the actual cost of food purchased for patients during transport.
10. Secure transportation personnel shall take all of the following measures in order to ensure patient safety in warm and hot weather:
 - a. Windows shall be lowered three (3) to four (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) secure transportation personnel members are required for all out-of-county transportation.
12. Two (2) secure transportation personnel members are required for all transportation of two (2) patients.

EXHIBIT D
SCHEDULE OF RATES

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

1. SECURITY SERVICES:

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

2. SECURE TRANSPORTATION SERVICES:

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

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

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

COUNTY	RATE	COUNTY	RATE	COUNTY	RATE	COUNTY	RATE
Alameda	\$ [REDACTED]	Kings	\$ [REDACTED]	Plumas	\$ [REDACTED]	Sutter	\$ [REDACTED]
Alpine	\$ [REDACTED]	Lake	\$ [REDACTED]	Riverside	\$ [REDACTED]	Tehama	\$ [REDACTED]
Amador	\$ [REDACTED]	Lassen	\$ [REDACTED]	Sacramento	\$ [REDACTED]	Trinity	\$ [REDACTED]
Butte	\$ [REDACTED]	Los Angeles	\$ [REDACTED]	San Benito	\$ [REDACTED]	Tulare	\$ [REDACTED]
Calaveras	\$ [REDACTED]	Madera	\$ [REDACTED]	San Bernardino	\$ [REDACTED]	Tuolumne	\$ [REDACTED]
Colusa	\$ [REDACTED]	Marin	\$ [REDACTED]	San Diego	\$ [REDACTED]	Ventura	\$ [REDACTED]

Contra Costa	\$.	Mariposa	\$.	San Francisco	\$.	Yolo	\$.
Del Norte	\$.	Mendocino	\$.	San Joaquin	\$.	Yuba	\$.
El Dorado	\$.	Merced	\$.	San Luis Obispo	\$.		
Fresno	\$.	Modoc	\$.	San Mateo	\$.		
Glenn	\$.	Mono	\$.	Santa Barbara	\$.		
Imperial	\$.	Monterey	\$.	Santa Clara	\$.		
Inyo	\$.	Napa	\$.	Santa Cruz	\$.		
Kern	\$.	Nevada	\$.	Siskiyou	\$.		
Orange	\$.	Shasta	\$.	Solano	\$.		
Placer	\$.	Sierra	\$.	Stanislaus	\$.		

**EXHIBIT E
SAMPLE INVOICE FORM**

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice

EXHIBIT F
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE,” pursuant to the terms and conditions of the Agreement, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, 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; and

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, without limitation, 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.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Breach.** As used herein, the term “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.** As used herein, the term “Breach of 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.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, without limitation, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, without limitation, 45 C.F.R. Section 164.501.
- F. Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.

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- G. **Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, without limitation, 42 U.S.C. Section 17921.
- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, without limitation, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “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.** As used herein, the term “Protected Health Information” (“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, without limitation, 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.** As used herein, the term “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.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, without limitation, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “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.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, without limitation, 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 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.I. 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, without limitation, 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, without limitation, 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 California Health and Safety Code Section 123110 and the Privacy Rule, including, without limitation, 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, without limitation, 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, without limitation, 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, without limitation, 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 concurrently provide COUNTY with copies of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and 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)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 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 such 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 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 (1) of the reasonable steps to cure the breach.
- 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.

**REQUEST FOR PROPOSALS – NO. DHHS2026-01
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

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

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS 2026-2027 THROUGH 20[]-20[]**

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

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

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

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

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the security services required by COUNTY.

NOW THEREFORE, COUNTY and CONTRACTOR hereby mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:
 - A. Provision of Security Services. CONTRACTOR hereby agrees to provide the security services described in Exhibit A – Scope of Services, in accordance with the policies, procedures, standards and fiscal requirements set forth in Exhibit B – Humboldt County Behavioral Health Security Service Protocol, Exhibit C – Schedule of Rates and Exhibit E – County of Humboldt HIPAA Business Associate Agreement, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS Director, or a designee thereof, hereinafter referred to as “Director.”
 - B. Duties and obligations of CONTRACTOR. By executing this Agreement, CONTRACTOR, for itself, and its assignees and successors in interest, agrees as follows:
 1. CONTRACTOR shall ensure the security services set forth in this Agreement are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all instructions provided by COUNTY.

2. CONTRACTOR shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all security guards employed thereby. Any and all security guards responsible for providing security services pursuant to the terms and conditions of this Agreement shall be employed by, and shall at all times be subject to the direct supervision and control of, CONTRACTOR.
3. CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of security services pursuant to the terms and conditions of this Agreement. CONTRACTOR shall meet with COUNTY staff on a monthly basis to discuss the security services being provided pursuant to the terms and conditions of this Agreement.
4. CONTRACTOR shall provide COUNTY with sufficient proof that a background check has been completed for all security guards who will be providing security services pursuant to the terms and conditions of this Agreement. CONTRACTOR may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records check and drug and alcohol screening, it deems appropriate to screen security guards providing security services pursuant to the terms and conditions of this Agreement.
5. COUNTY hereby reserves the absolute right to reject any security guards providing security services pursuant to the terms and conditions of this Agreement for any reason by submitting written notification to CONTRACTOR. In the event of such rejection, CONTRACTOR shall immediately remove the security guard, and fill the vacant position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and CONTRACTOR.
6. CONTRACTOR shall, upon COUNTY's request, furnish COUNTY with daily time sheets covering all of the time spent by security guards providing security services pursuant to the terms and conditions of this Agreement.
7. CONTRACTOR shall ensure all security guards providing security services pursuant to the terms and conditions of this Agreement are given required breaks and lunch periods in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. COUNTY shall not be responsible for reimbursing CONTRACTOR for time spent by security guards at lunch.
8. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure all security guards providing security services pursuant to the terms and conditions of this Agreement are completely outfitted with a uniform, a badge bearing CONTRACTOR's business name, as well as the employee's name and identification number, and any and all necessary equipment, including, without limitation, a two-way radio and cell phone.
9. CONTRACTOR shall ensure all security guards providing security services pursuant to the terms and conditions of this Agreement are adequately trained in the use of any and all equipment necessary to provide such security services.
10. CONTRACTOR shall not make copies of any keys or fobs used to provide security services pursuant to the terms and conditions of this Agreement.

11. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, security guards, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary to provide security services pursuant to the terms and conditions of this Agreement.
12. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, security guards providing security services pursuant to the terms and conditions of this Agreement, shall not disclose confidential medical information or personally identifiable client information, except as required by any and all applicable local, state and federal laws, regulations, policies, procedures, protocols and standards.
13. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, security guards, shall not access any confidential proprietary information or records, including, but not limited to, information which concerns COUNTY'S patients, treatment methods, operations and costs, except as is absolutely necessary to provide security services pursuant to the terms and conditions of this Agreement.
14. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, security guards providing security services pursuant to the terms and conditions of this Agreement, shall not disclose, use or copy any proprietary information without first obtaining COUNTY's express written consent.
15. CONTRACTOR and its agents, officers, officials and employees, including, without limitation, security guards providing security services pursuant to the terms and conditions of this Agreement, shall not disclose the names of any COUNTY staff to any person or organization without first obtaining COUNTY's express written consent.

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

1. Security guards providing security services pursuant to the terms and conditions of this Agreement must successfully complete CONTRACTOR's pre-employment screenings, including, without limitation, fingerprinting, reference checks, criminal records checks and drug and alcohol screening.
2. Security guards providing security services pursuant to the terms and conditions of this Agreement must be cardiopulmonary resuscitation certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, security guards shall perform basic first aid and/or cardiopulmonary resuscitation prior to arrival of emergency personnel.
3. Security guards providing security services pursuant to the terms and conditions of this Agreement must have earned, at a minimum, a high school diploma or General Educational Development equivalent.
4. Security guards providing security services pursuant to the terms and conditions of this Agreement must possess a valid driver's license without legal restrictions, and provide COUNTY, upon request, with sufficient proof of a satisfactory driving record.
5. Security guards providing security services pursuant to the terms and conditions of this Agreement shall comply with any and requirements and standards set forth herein, and any and all instructions, oral or written, issued by designated COUNTY employees.

6. Security guards providing security services pursuant to the terms and conditions of this Agreement shall notify COUNTY staff of any problems or concerns regarding the provision of such security services. Security guards shall allow COUNTY staff to work with CONTRACTOR to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Security guards providing security services pursuant to the terms and conditions of this Agreement shall attend any and all applicable trainings provided by COUNTY, in addition to any trainings provided by CONTRACTOR. Time spent at trainings provided by COUNTY shall be considered paid time for which CONTRACTOR will be reimburse according to the rates of compensation set forth herein. Time spent at trainings provided by CONTRACTOR, either directly or indirectly, shall be at CONTRACTOR's expense.
8. Security guards providing security services pursuant to the terms and conditions of this Agreement shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Security guards providing security services pursuant to the terms and conditions of this Agreement shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Security guards providing security services pursuant to the terms and conditions of this Agreement shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing, and responding to, threats of violence or aggressive behavior in accordance with COUNTY's emergency response protocols.
11. Security guards providing security services pursuant to the terms and conditions of this Agreement shall attempt to prevent injury to COUNTY staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. Security guards providing security services pursuant to the terms and conditions of this Agreement shall, upon request by COUNTY, complete operating logs, incident reports and other similar documents.
13. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not smoke, drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
14. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty. Telephone calls and/or text messages made or received by security guards while on duty shall be restricted to business and emergency related matters.
15. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not have visitors or be accompanied by pets while on duty.

16. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not fraternize or become overly friendly, and avoid casual conversations, with COUNTY clients and staff, except as necessary to provide such security services.
17. Security guards providing security services pursuant to the terms and conditions of this Agreement must show a visible presence in their assigned areas, and shall not leave such areas until relieved by CONTRACTOR.
18. Security guards providing security services pursuant to the terms and conditions of this Agreement must take all breaks and lunch periods away from assigned areas.
19. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not use COUNTY office equipment or appliances without COUNTY's prior approval.
20. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not use COUNTY telephones, except as specifically needed to provide such security services.
21. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not bring any type of electronic equipment, device, machine or appliance for personal use onto COUNTY property without COUNTY's prior approval. While on duty, security guards shall not use any type of electronic equipment, device, machine or appliance for personal use.
22. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not remove any property from COUNTY premises.
23. Security guards providing security services pursuant to the terms and conditions of this Agreement shall not accept any gratuities from COUNTY staff, COUNTY clients or any other member of the public.
24. Security guards providing security services pursuant to the terms and conditions of this Agreement shall sign an "Oath of Confidentiality" to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

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

1. Security guards assigned to DHHS – Behavioral Health facilities pursuant to the terms and conditions of this Agreement must complete the Management of Assaultive Behavior training utilized by COUNTY prior to providing security services at such facilities. Security guards will not routinely be a part of the Humboldt County Management of Assaultive Behavior Team, but may serve as backup personnel at the discretion of the Management of Assaultive Behavior Team or law enforcement. Only Security guards who have been designated as backup personnel by the Humboldt County Management of Assaultive Behavior Team or law enforcement may assist with patient hold downs.

2. Security guards providing security services at DHHS – Behavioral Health facilities pursuant to the terms and conditions of this Agreement shall comply with any and all applicable policies and procedures set forth in the Exhibit B – Humboldt County Behavioral Health Security Service Protocol, which is attached hereto and incorporated herein by reference as if set forth in full.

E. Performance Standards Pertaining to All Other DHHS and COUNTY Facilities. Security guards assigned to DHHS and COUNTY facilities, other than DHHS – Behavioral Health facilities, pursuant to the terms and conditions of this Agreement may be armed with handcuffs, batons and chemical mace or pepper spray at the discretion of CONTRACTOR. Security guards shall be fully trained in the use of such equipment, and the use of physical force, with or without these devices, must be kept to an absolute minimum.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall, at its own expense, provide CONTRACTOR with any and all office space, supplies, DHHS – Behavioral Health name badges, keys, fobs and support services necessary to provide security services pursuant to the terms and conditions of this Agreement.

3. TERM:

This Agreement shall begin July 1, 2026 and shall remain in full force and effect until June 30, 20[]], unless extended by a valid amendment hereto or sooner terminated as set forth herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the security services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal laws, regulations, policies, procedures or standards applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR, which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated security services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all security services provided, and costs and expenses incurred, pursuant to the terms and

conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20 [REDACTED]-20 [REDACTED], [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20 [REDACTED]-20 [REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20 [REDACTED]-20 [REDACTED]. CONTRACTOR hereby agrees to perform any and all security 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 hereunder or terminate this Agreement as set forth herein.

- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which security services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit D – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Department of Health and Human Services
Attention: Financial Services
[Email Address]

7. NOTICES:

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

COUNTY: Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director
507 F Street
Eureka, California 95501

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

8. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the security services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the security services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, any and all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the security services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the security services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and any costs associated with the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's

records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit E – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. SUSPENSION AND DEBARMENT:

- A. Legal Compliance. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations, policies, procedures and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.
- B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.

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2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
4. Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by the California Department of Health Care Services.

C. Construction of Provision. The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.

D. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as set forth herein.

E. Incorporation of Provisions. CONTRACTOR hereby agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

13. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code

Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

15. DRUG-FREE WORKPLACE CERTIFICATION:

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

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

16. INDEMNIFICATION:

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

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

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

for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

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

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

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities 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. Each party hereby agrees that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the security services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the security services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

20. PROVISIONS REQUIRED BY LAW:

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

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

22. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

23. SEVERABILITY:

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

24. ASSIGNMENT:

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

25. AGREEMENT SHALL BIND SUCCESSORS:

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

26. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any

remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

28. AMENDMENT:

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

29. STANDARD OF PRACTICE:

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

30. TITLE TO INFORMATION AND DOCUMENTS:

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

31. JURISDICTION AND VENUE:

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

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the security services to be provided pursuant to the terms and conditions of this Agreement. Any and

all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all security services provided by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS:

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

36. CONFLICTING TERMS OR CONDITIONS:

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

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

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

39. FORCE MAJEURE:

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

40. ENTIRE AGREEMENT:

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

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Humboldt County Behavioral Health Security Service Protocol
- Exhibit C – Schedule of Rates
- Exhibit D – Sample Invoice Form
- Exhibit E – County of Humboldt HIPAA Business Associate Agreement

EXHIBIT A
SCOPE OF SERVICES

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

1. SERVICES:

A. Provision of Security Services. CONTRACTOR shall furnish an adequate number of uniformed security guards to provide security services at the following DHHS facilities:

1. DHHS – Social Services main office and adjacent buildings located at:
 - a. 929 Koster Street, Eureka, California;
 - b. 537 W. Washington Street, Eureka, California;
 - c. 445 W. Washington Street, Eureka, California;
 - d. 600 W. Clark Street, Eureka, California;
 - e. 638 W. Clark Street, Eureka, California;
 - f. 2440 Sixth Street, Eureka, California; and
 - g. Such other DHHS – Social Services facilities, as County shall determine.
2. DHHS – Public Health main office and adjacent buildings located at:
 - a. 529 I Street, Eureka, California;
 - b. 908 Seventh Street, Eureka, California; and
 - c. Such other DHHS – Public Health facilities, as County shall determine.
3. DHHS – Behavioral Health main office, psychiatric health facility, and adjacent buildings located at:
 - a. 720 Wood Street, Eureka, California;
 - b. 2910 H Street, Eureka, California;
 - c. 2933 H Street, Eureka, California, Modular;
 - d. 2933 H Street, Eureka, California, House;
 - e. 734 Russ Street, Eureka, California;
 - f. 824 Harris Street, Eureka, California; and
 - g. Such other DHHS – Behavioral Health facilities, as County shall determine.

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4. DHHS – Administration offices, and other COUNTY facilities, as determined by COUNTY.
5. 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.
6. Security guards shall be responsible for: closing and locking all designated doors, gates and windows; turning off all designated office equipment, appliances and building exhaust systems; ensuring that only COUNTY employees, and other persons approved by COUNTY, are in the facility at the time such facility is closed to the public; and completing all other related tasks as designated by COUNTY.
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. CONTRACTOR shall ensure that the security services required pursuant to the terms and conditions of this Agreement are provided in accordance with the following service schedule:

1. CONTRACTOR shall provide security services at designated DHHS – Social Services facilities Monday through Friday from 6:30 a.m. to 6:00 p.m., Pacific Standard Time with on-call coverage during after-hours, weekends, emergencies, COUNTY holidays or such other schedule as COUNTY may approve.
2. CONTRACTOR shall provide security services at designated DHHS – Public Health facilities 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 directed by the COUNTY.
3. CONTRACTOR shall provide security services at designated DHHS – Behavioral Health facilities from 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, with on-call coverage during after-hours, weekends, emergencies, COUNTY holidays or such other schedule as COUNTY may approve.
4. CONTRACTOR shall provide security services at designated DHHS, and other County, sites from 4:30 p.m. to 9:30 a.m. Pacific Standard Time, Monday through Sunday, with on-call coverage during after-hours, weekends, emergencies, COUNTY holidays or other such schedule as COUNTY may approve.

2. SERVICE COORDINATION:

CONTRACTOR shall, on an as-needed basis, attend, either in person, or by phone or video conferencing, any and all meetings needed to plan, organize and coordinate the provision of the security and secure transportation services required pursuant to the terms and conditions of this Agreement.

EXHIBIT B
HUMBOLDT COUNTY BEHAVIORAL HEALTH
SECURITY SERVICE PROTOCOL

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

Security services may be used when there is a high-risk behavioral acuity. High risk behavioral acuity is defined as one (1) 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 security services.

If the above criteria are met, the charge nurse should contact an appropriate administrator for authorization to utilize security services.

1. For purposes of this protocol, the term “administrator” includes, without limitation, all of the following:

Behavioral Health Director (or a designee thereof)
Twenty-Four Hour Services Program Manager
Director of Nursing
Assistant Director of Nursing

2. An administrator will contact a qualified security service firm or instruct the charge nurse to make arrangements.
3. The charge nurse shall reassess the need to continue security services by the end of each shift.
4. Security guards are to report to the charge nurse and take direction therefrom, or staff designated thereby.
5. Security guards may be required to provide one-on-one supervision, monitor visitors and/or assist patients with phone calls.
6. Security guards shall wear plain clothes suitable to the provision of the security services set forth herein, and shall not be armed with handcuffs, batons, chemical mace, pepper spray or any other articles of control.
7. Security guards shall not have access to patients’ medical records.
8. Security guards shall discuss pertinent information obtained while on duty, including, without limitation, patient discussions regarding suicidality or plans to harm others, with designated staff members.
9. Security guards shall sign in before, and sign out after, each shift.
10. Security guards shall sign an “Oath of Confidentiality” to assure confidential treatment for all DHHS – Behavioral Health patients.
11. Security guards will not routinely be a part of the Management of Assaultive Behavior Team, but serve as backup to that Team at the Team’s discretion only if the security guard has completed the Humboldt County Behavioral Health Management of Assaultive Behavior Training.

**EXHIBIT C
SCHEDULE OF RATES**

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

1. BASE HOURLY RATE:

COUNTY shall compensate CONTRACTOR at the flat hourly rate of [] Dollars (\$ []) per hour for each security guard providing security services pursuant to the terms and conditions of this Agreement, with a [] () hour minimum per call.

2. OVERTIME RATE:

COUNTY shall compensate CONTRACTOR at the overtime rate of [] Dollars (\$ []) per hour for each security guard who works more than forty (40) hours in any one (1) work week in performance of the security services required pursuant to the terms and conditions of this Agreement or as otherwise required by any and all applicable local, state and federal laws or regulations.

3. CRIMINAL AND CIVIL ACTIONS:

COUNTY shall compensate CONTRACTOR at the above-referenced hourly rates for all time spent by any security guard in performance of the security services required pursuant to the terms and conditions of this Agreement in connection with any criminal or civil action involving COUNTY.

4. TRAINING:

COUNTY shall compensate CONTRACTOR at the above-referenced hourly rates for all time spent by security guards in training authorized or provided by COUNTY. All time spent by security guards in training provided by CONTRACTOR shall be at CONTRACTOR's expense.

**EXHIBIT D
SAMPLE INVOICE FORM**

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice

EXHIBIT E
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE,” pursuant to the terms and conditions of the Agreement, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, 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; and

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, without limitation, 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.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Breach.** As used herein, the term “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.** As used herein, the term “Breach of 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.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, without limitation, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, without limitation, 45 C.F.R. Section 164.501.
- F. Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.

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- G. **Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, without limitation, 42 U.S.C. Section 17921.
- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, without limitation, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “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.** As used herein, the term “Protected Health Information” (“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, without limitation, 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.** As used herein, the term “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.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, without limitation, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “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.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, without limitation, 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 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.I. 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, without limitation, 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, without limitation, 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 California Health and Safety Code Section 123110 and the Privacy Rule, including, without limitation, 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, without limitation, 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, without limitation, 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, without limitation, 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 concurrently provide COUNTY with copies of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and 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)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 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 such 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 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 (1) of the reasonable steps to cure the breach.
- 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.

**REQUEST FOR PROPOSALS – NO. DHHS2026-01
PROVISION OF SECURITY AND/OR SECURE TRANSPORTATION SERVICES**

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

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]
FOR FISCAL YEARS 2026-2027 THROUGH 20[]-20[]**

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

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

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

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

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the secure transportation services required by COUNTY.

NOW THEREFORE, COUNTY and CONTRACTOR hereby mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

A. Provision of Secure Transportation Services. CONTRACTOR hereby agrees to 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 in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, protocols and standards. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS Director, or a designee thereof, hereinafter referred to as “Director.”

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

1. CONTRACTOR shall ensure the secure transportation services set forth in this Agreement are provided by qualified, efficient and discreet employees in strict accordance with any and all recognized best practices, including, without limitation, client and patient confidentiality, and any and all instructions provided by COUNTY.
2. CONTRACTOR shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all secure transportation personnel employed thereby. Any

and all secure transportation personnel responsible for providing secure transportation services pursuant to the terms and conditions of this Agreement shall be employed by, and shall at all times be subject to the direct supervision and control of, CONTRACTOR.

3. CONTRACTOR shall be available at all times to report to, and confer with, COUNTY staff regarding the provision of secure transportation services pursuant to the terms and conditions of this Agreement. CONTRACTOR shall meet with COUNTY staff on a monthly basis to discuss the secure transportation services being provided pursuant to the terms and conditions of this Agreement.
4. CONTRACTOR shall provide COUNTY with sufficient proof that a background check has been completed for all secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement. CONTRACTOR may use whatever screening methods, including, without limitation, fingerprinting, reference checks, criminal records checks and drug and alcohol screening, it deems appropriate to screen secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement.
5. COUNTY hereby reserves the absolute right to reject any secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement for any reason by submitting written notification to CONTRACTOR. In the event of such a rejection, CONTRACTOR shall immediately remove the security transportation personnel member, and fill the vacant secure transportation personnel position no later than the next business day. Such right of rejection shall not be construed as establishing an employer-employee relationship between COUNTY and CONTRACTOR.
6. CONTRACTOR shall, upon COUNTY's request, furnish COUNTY with daily time sheets covering all the time spent by secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement.
7. CONTRACTOR shall ensure all secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement are given all required breaks and lunch periods in accordance with all applicable local, state and federal laws, regulations policies, procedures and standards. COUNTY shall not be responsible for reimbursing CONTRACTOR for time spent by secure transportation personnel at lunch.
8. CONTRACTOR, unless directed otherwise by COUNTY, shall ensure all secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement are completely outfitted with a uniform, a badge bearing CONTRACTOR's business name, as well as the employee's name and identification number, and any and all necessary equipment, including, without limitation, a two-radio and cell phone.
9. CONTRACTOR shall ensure all secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement are adequately trained in the use of any and all equipment necessary to provide such secure transportation services.

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10. CONTRACTOR shall not make copies of any keys or fobs used to provide secure transportation services pursuant to the terms and conditions of this Agreement.
11. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, secure transportation personnel, shall not access any confidential medical information or personally identifiable client information, except as is absolutely necessary to provide secure transportation services pursuant to the terms and conditions of this Agreement.
12. CONTRACTOR, and its agents, officers, officials and employees including, without limitation, secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement, shall not disclose confidential medical information or personally identifiable client information, except as required by any and all applicable local, state and federal laws, regulations, policies, procedures, protocols and standards.
13. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, secure transportation personnel, shall not access any confidential proprietary information or records, including, but not limited to, information which concerns COUNTY's patients, treatment methods, operations and costs, except as is absolutely necessary to provide secure transportation services pursuant to the terms and conditions of this Agreement.
14. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement, shall not disclose, use or copy any proprietary information without first obtaining COUNTY's express written consent.
15. CONTRACTOR, and its agents, officers, officials and employees, including, without limitation, secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement, shall not disclose the names of any COUNTY staff members to any person or organization without first obtaining COUNTY's express written consent.

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

1. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement must successfully complete CONTRACTOR's pre-employment screenings, including, without limitation, fingerprinting, reference checks, criminal records check and drug and alcohol screening.
2. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement must be cardiopulmonary resuscitation certified and possess up-to-date basic first-aid training skills. In the event of a medical emergency, secure transportation personnel shall perform basic first aid and/or cardiopulmonary resuscitation prior to arrival of emergency professionals.
3. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement must have earned, at a minimum, a high school diploma or General Educational Development equivalent.

4. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement must possess a valid driver's license without legal restrictions, and provide COUNTY, upon request, with sufficient proof of a satisfactory driving record.
5. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall comply with any and all requirements and standards set forth herein, any additional written requirements and standards agreed upon by COUNTY and CONTRACTOR, and any all instructions, oral or written, issued by designated COUNTY employees.
6. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall notify COUNTY staff of any problems or concerns regarding the provision of such secure transportation services. Secure transportation personnel shall allow COUNTY staff to work with CONTRACTOR to formulate a plan to address such problems or concerns prior to taking any corrective actions.
7. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall attend any and all applicable trainings provided by COUNTY, in addition to any trainings provided by CONTRACTOR. Time spent at trainings provided by COUNTY shall be considered paid time for which CONTRACTOR will be reimbursed according to the rates of compensation set forth herein. Time spent at trainings provided by CONTRACTOR, either directly or indirectly, shall be at CONTRACTOR's expense.
8. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall perform their duties in a polite, courteous and businesslike manner in accordance with DHHS' mission, vision, values and goals, and shall maintain self-control in stressful situations, such as when subjected to verbal abuse.
9. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall rely on voice commands, appearance, demeanor and experience to resolve conflicts.
10. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall proactively manage aggressive or violent individuals and de-escalate potential acts of aggression or violence by properly recognizing, and responding to, threats of violence or aggressive behavior in accordance with COUNTY's emergency response protocols.
11. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall attempt to prevent injury to COUNTY staff, visitors, clients or patients by applying non-combative physical techniques to stop assaultive behavior, and shall summon law enforcement in all situations in which additional assistance is required.
12. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall, upon request by COUNTY, complete operating logs, incident reports and other similar documents.

13. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not smoke, drink alcohol or use illegal or controlled substances while on duty, or report for duty under the influence of alcohol or illegal or controlled substances.
14. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not read unauthorized materials, listen to music, wear headphones, groom themselves, play cards or participate in any other recreational activities while on duty. Telephone calls and/or text messages made or received by secure transportation personnel while on duty shall be restricted to business and emergency related matters.
15. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not have visitors or be accompanied by pets while on duty.
16. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not fraternize or become overly friendly, and avoid casual conversations with COUNTY clients and staff except as necessary to provide such secure transportation services.
17. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement must show a visible presence in their assigned areas, and shall not leave such areas until relieved by CONTRACTOR.
18. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement must take all required breaks and lunch periods away from assigned services areas.
19. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not use COUNTY office equipment or appliances without COUNTY's prior approval.
20. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not use COUNTY telephones except as specifically needed to provide such secure transportation services.
21. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not bring any electronic equipment, devices, machines or appliances for personnel use onto COUNTY property without COUNTY'S prior approval. While on duty, secure transportation personnel shall not use any electronic equipment, devices, machines or appliances for personal use.
22. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not remove any property from COUNTY premises.
23. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall not accept gratuities from COUNTY staff, COUNTY clients or any other member of the public.

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24. All secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall sign an “Oath of Confidentiality” to assure protection of all confidential medical information and personally identifiable client information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

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

1. Secure transportation personnel assigned to transport DHHS – Behavioral health patients pursuant to the terms and conditions of this Agreement must complete the Management of Assaultive Behavior training utilized by COUNTY prior to providing secure transportation services.
2. Secure transportation personnel providing secure transportation services pursuant to the terms and conditions of this Agreement shall comply with the policies, procedures and protocols for secure transportation services set forth in the Exhibit A – Humboldt County Behavioral Health Transportation Protocol, which is attached hereto and incorporated herein by reference as if set forth in full.

E. Performance Standards Pertaining to All Other DHHS and COUNTY Facilities. Any and all vehicles used to transport DHHS patients and/or clients pursuant to the terms and conditions of this Agreement shall be partitioned and meet any and all applicable safety standards issued by the Occupational Safety and Health Administration. Such vehicles shall also be regularly maintained and in good operational condition prior to the transportation of any DHHS patients and/or clients.

2. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall, at its own expense, provide CONTRACTOR with any and all office space, supplies, DHHS – Behavioral Health name badges, keys, fobs and support services necessary provide secure transportation services pursuant to the terms and conditions of this Agreement.

3. TERM:

This Agreement shall begin July 1, 2026 and shall remain in full force and effect until June 30, 20[REDACTED], unless extended by a valid amendment hereto or sooner terminated as set forth herein.

4. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the secure transportation services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal laws, regulations, policies, procedures or standards applicable to its performance hereunder.

B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding

is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated secure transportation services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all secure transportation services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED], [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED], [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED], [REDACTED] Dollars (\$ [REDACTED], [REDACTED], [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED], [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONTRACTOR hereby agrees to perform any and all secure transportation 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 hereunder or terminate this Agreement as set forth herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which secure transportation services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County Department of Health and Human Services
Attention: Financial Services
[Email Address]

7. NOTICES:

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

COUNTY: Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director
507 F Street
Eureka, California 95501

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

8. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the secure transportation services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the secure transportation services provided hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, any and all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the secure transportation services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the secure transportation services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and any and all costs associated with the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit D – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

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12. SUSPENSION AND DEBARMENT:

- A. Legal Compliance. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations, policies, procedures and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.
- B. Certification of Eligibility. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
 2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a local, state or federal governmental entity with, commission of any of the offenses referenced herein.
 4. Have not, within a three (3) year period preceding this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by the California Department of Health Care Services.
- C. Construction of Provision. The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.
- D. Effect of Non-Compliance. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as set forth herein.
- E. Incorporation of Provisions. CONTRACTOR hereby agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without

limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1990 by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides secure transportation services pursuant to the terms and conditions of this Agreement shall:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

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

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death, property damage, sexual abuse and molestation. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

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2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the secure transportation services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.

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4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

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

18. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities 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. Each party hereby agrees that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to

the secure transportation services provided pursuant to the terms and conditions of this Agreement.

- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the secure transportation services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

20. PROVISIONS REQUIRED BY LAW:

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

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

22. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

23. SEVERABILITY:

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

24. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of

this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

25. AGREEMENT SHALL BIND SUCCESSORS:

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

26. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

28. AMENDMENT:

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

29. STANDARD OF PRACTICE:

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

30. TITLE TO INFORMATION AND DOCUMENTS:

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

31. JURISDICTION AND VENUE:

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

32. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS:

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

34. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS:

The duties and obligations set forth in Section [redacted](1) – Compensation upon Termination, Section [redacted] – Record Retention and Inspection, Section [redacted] – Confidential Information and Section [redacted] – Indemnification shall survive the expiration or termination of this Agreement.

36. CONFLICTING TERMS OR CONDITIONS:

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

37. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION:

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

39. FORCE MAJEURE:

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

40. ENTIRE AGREEMENT:

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

41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

42. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

[NAME OF CONTRACTOR]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Humboldt County Behavioral Health Crisis Stabilization Unit and Sempervirens Transportation Protocol
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice Form
- Exhibit D – County of Humboldt HIPAA Business Associate Agreement

EXHIBIT A
HUMBOLDT COUNTY BEHAVIORAL HEALTH
TRANSPORTATION PROTOCOL

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

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

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

1. The physician ordering the hospitalization or other placement will determine if the patient to be transported is behaviorally and medically stable enough to be safely transported by secure transportation personnel or requires transport by ambulance.
2. If it is determined that a patient may be safely transported by secure transportation personnel, the charge nurse and/or clinician will contact the appropriate administrator for approval.
3. For purposes of this protocol, the term “administrator” includes, without limitation, all of the following:

Behavioral Health Director (or a designee thereof)
Twenty-Four Hour Services Program Manager
Director of Nursing
Assistant Director of Nursing

4. The “Transport” form will be completed.
5. The charge nurse, or a designee thereof, will contact a qualified firm and request the provision of secure transportation services.
 - a. If a female patient (adult or minor) is being transported, at least one (1) 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 (1) vehicle. No more than two (2) patients will be transported in the same vehicle at the same time. Under no circumstances may:
 - i. A minor patient be transported with an adult patient.
 - ii. A female patient be transported with a male patient.
 - c. If secure transportation personnel needs assistance during the transport, they will contact the appropriate party for assistance.
 - i. Medical emergency – call 911 to request an ambulance.
 - ii. Behavioral including AWOL – call 911 to request law enforcement.
 - iii. If a patient is being transported to an out-of-County inpatient facility, the charge nurse

or Treating physician(s) should review the need for medical clearance by a local hospital prior to the transport. It should be taken into consideration that non-medical staff will be transporting the patient, and that the duration of the trip may be several hours.

6. Secure transportation personnel are not to use force or items of control, including, without limitation, handcuffs and leg restraints, on the patient.
7. Secure transportation personnel shall contact the Humboldt County Crisis Stabilization Unit if an emergency occurs. The charge nurse and/or clinician will immediately contact the appropriate administrator about the incident and complete an incident report.
8. Patients shall not be left unattended in vehicles.
9. Secure transportation personnel shall ensure patients receive three (3) meals per day and snacks, if the patients is not provided with food during transport as authorized by the treating physician. Receipts will be required to reimburse for the actual cost of food purchased for patients during transport.
10. Secure transportation personnel shall take all of the following measures in order to ensure patient safety in warm and hot weather:
 - a. Windows shall be lowered three (3) to four (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) secure transportation personnel members are required for all out-of-county transportation.
12. Two (2) secure transportation personnel members are required for all transportation of two (2) patients.

EXHIBIT B
SCHEDULE OF RATES

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

1. IN-COUNTY SECURE TRANSPORTATION SERVICES:

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

2. OUT-OF-COUNTY SECURE TRANSPORTATION SERVICES:

- A. Out-of-County Transport of One (1) Individual. For out-of-county secure transportation services of one (1) DHHS client or patient, the amount paid to CONTRACTOR shall be in accordance with the Schedule of Out-of-County Transportation Fees set forth herein. The fees set forth in the Schedule of Out-of-County Transportation Fees are for two secure transportation personnel members round trip, including vehicle and mileage. As used herein, the term “out-of-county” is defined as any location outside of the boundaries of Humboldt County.

- B. Out-of-County Transport of two (2) Individuals. For out-of-county secure transportation services of two (2) DHHS clients or patients to the same location, in the same vehicle, the amount paid to CONTRACTOR for the first patient or client shall be in accordance with the Schedule of Out-of-County Transportation Fees set forth herein. The amount paid to CONTRACTOR for the second client or patient shall be at half the rate set forth in the Schedule of Out-of-County Transportation Fees.
- C. Overnight Stays. Overnight out-of-county trips require COUNTY authorization, 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.
- D. Daily Meal and Lodging Allowances. The maximum daily meal allowance for each secure transportation personnel member shall not exceed [REDACTED] Dollars (\$ [REDACTED]). Lodging expenses shall not exceed [REDACTED] Dollars (\$ [REDACTED]) per night.
- E. Cancellations. Cancellations occurring after the arrival of secure transportation personnel shall result in a minimum charge of [REDACTED] ([REDACTED]) hour(s).

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

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

**EXHIBIT C
SAMPLE INVOICE FORM**

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

(Place on agency letter head)

INVOICE

Contractor Name
Contract Reference
Contractor Street Address
City, State, Zip Code

Invoice Date
Invoice Period
Invoice Number

Contact Name
Contact Phone Number

Date	Quantity	Description of Service	Rate	Total
Total Invoiced Amount				
Contract term	Contract Cap	Amount expended previously	Invoice Amount	Contract Amount Remaining after this Invoice

EXHIBIT D
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT

[Name of Contractor]

For Fiscal Years 2026-2027 through 20[]-20[]

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE,” pursuant to the terms and conditions of the Agreement, some of which may constitute Protected Health Information (“PHI”); and

WHEREAS, 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; and

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, without limitation, 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.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Breach.** As used herein, the term “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.** As used herein, the term “Breach of 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.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, without limitation, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, without limitation, 45 C.F.R. Section 164.501.
- F. Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.

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- G. **Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, without limitation, 42 U.S.C. Section 17921.
- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, without limitation, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “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.** As used herein, the term “Protected Health Information” (“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, without limitation, 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.** As used herein, the term “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.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, without limitation, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “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.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, without limitation, 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 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.I. 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, without limitation, 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, without limitation, 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 California Health and Safety Code Section 123110 and the Privacy Rule, including, without limitation, 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, without limitation, 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, without limitation, 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, without limitation, 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 concurrently provide COUNTY with copies of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and 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)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office
Attention: Compliance and Quality Assurance Administrator & Privacy Officer
507 F Street
Eureka, California 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 such 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 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 (1) of the reasonable steps to cure the breach.
- 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.