

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

**COUNTY OF SANTA BARBARA**

and

**SERVICEMASTER OF GOLETA**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and ServiceMaster of Goleta having its principal place of business at 100 Adams Rd, Suite A, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, the COUNTY's Public Health Department has been receiving janitorial services from CONTRACTOR since September 2009, under Purchasing Contract CN10005; and

**WHEREAS**, Purchasing Contract CN10005 will expire April 30, 2010; and

**WHEREAS**, the service costs for the remainder of fiscal year 2009-10 and the full fiscal year of 2010-11 will exceed the COUNTY limits for a Purchasing Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Anne Fearon at 805-681-5102 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dwayne Walker at phone number 805-685-1144 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Anne Fearon, Deputy Director, Administration  
Public Health Department  
300 N. San Antonio Rd., Bldg 8  
Santa Barbara, CA 93101

To CONTRACTOR: Dwayne Walker  
ServiceMaster of Goleta  
100 Adams Rd, Suite A  
Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on May 1, 2010 and end performance upon completion, but no later than June 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision

of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a

party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **NON-APPROPRIATIONS.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Service Master of Goleta**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective May 1, 2010.

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

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

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

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

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

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

APPROVED  
TAKASHI WADA, MD, MPH  
DIRECTOR / HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

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

By: \_\_\_\_\_  
Risk Program Administrator

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Service Master of Goleta**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective May 1, 2010.

CONTRACTOR

By: \_\_\_\_\_  
Dwayne Walker

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

## EXHIBIT A

### STATEMENT OF WORK

**PURPOSE:** Contractor to provide janitorial services for the Public Health Department buildings numbered: Bldg 1, Bldg 3, Bldg 4, and Bldg 8; collectively known as the PHD Calle Real Campus.

#### Services to be Provided:

Provide janitorial maintenance per attached **EXHIBIT A-1, Task Schedule** dated May 1, 2010. Tasks shall follow the Service Levels identified for each area of the Calle Real Campus buildings as noted on the **EXHIBIT A-2, Maps**.

Price includes:

- All cleaning materials and labor
- All applicable taxes
- A floor and carpet maintenance program for the common and public areas only. This maintenance includes:
  - Quarterly scrub and wax of hard floors
  - Annual strip and wax of hard floors
  - One-time bonnet shampooing of carpeted floors
  - One-time shampoo and extraction of carpeted floors

#### Special Services:

- A) One-time strip and wax for three (3) stairwells: One (1) in Building 3 and two (2) Building 4. Stairwells are identified on **EXHIBIT A-2, Maps** as “**Stairwell Reconditioning 2010**”. Stairwells will be stripped and waxed by hand; and corners, landings and baseboards will be detailed.

Price includes all materials and labor.

- B) Janitorial services for incidental services and special projects will be provided on an as-needed basis and be paid at the hourly rates identified in **EXHIBIT B – Compensation**. Incidental services and special projects must be pre-approved by County representative listed in Section 2. Notices of Agreement.

#### Service Addresses:

<b>Building 1</b> 300 N. San Antonio, Bldg 1 Santa Barbara, CA 93110	<b>Building 3</b> 315 Camino Del Remedio, Bldg 3 Santa Barbara, CA 93110
<b>Building 4</b> 345 Camino Del Remedio, Bldg 4 Santa Barbara, CA 93110	<b>Building 8</b> 300 N. San Antonio, Bldg 8 Santa Barbara, CA 93110



**Contractor's Qualifications:**

- Contractor is fully licensed, bonded, and insured.
- Contractor's employees who currently work at the Calle Real Campus have undergone, and future employees will undergo, Criminal Index File search via the Santa Barbara County Sheriff.

**Compensation:** Monthly, contractor submit invoice per the attached **EXHIBIT B – Compensation**.

**County Contract Contact:**

Rose Davis  
Public Health Department, Contracts Unit  
300 N. San Antonio Rd, Bldg 8  
Santa Barbara, CA 93110  
805.681.5107

# EXHIBIT A-1 TASK SCHEDULE

Effective Date: May 01, 2010



## TASK SCHEDULE EXHIBIT A-1

CONTRACT SERVICES FOR: **PRIVATE AREAS**

AREAS TO BE SERVICED

**SB Public Health Department**

**Calle Real Campus: Bldgs 1, 3, 4 and 8**

**Santa Barbara**

Prepared for:

**SB Public Health Department**

**300 N. San Antonio, RD**

**Santa Barbara, CA 93101**

**Anne Fearon**

### PRIVATE AREA SERVICES:

#### Private Offices

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	AS DIRECTED (AT EXTRA COST)
<b>FREQUENCY</b>										
1 Dust exposed areas of all furniture including desks, chairs, tables.		X								
2 Dust all exposed filing cabinets, bookcases and shelves.		X								
3 Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.		X								
4 High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.			X							
5 Clean entire interior glass in partitions and doors.		X								
6 Spot clean interior partition glass.	X									
7 Dust venetian blinds.			X							
8 Remove dust and cobwebs from ceiling in office areas only.			X							
9 Dust mop resilient and hard floors.						X				
10 Damp mop resilient and hard floors.		X								
11 Spot clean spills and stains on carpeted and resilient floors.		X								
12 Vacuum carpet in traffic lanes only.						X				
13 Vacuum carpeted floors in their entirety.		X								
14 Vacuum furniture.										X
15 Spot clean furniture										X

#### Private Washrooms

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	AS DIRECTED (AT EXTRA COST)
<b>FREQUENCY</b>										
1 Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.	X									
2 Clean glass and mirrors.		X								
3 Empty all trash containers and disposals, insert liners as required. Sanitize container as needed.	X									
4 Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets.		X								
5 High dust above hand height all horizontal surfaces including shelves, ledges, moldings.		X								
6 Empty and sanitize interior of sanitary container.	X									
7 Sweep, damp mop, and sanitize hard floor.	X									
8 Scrub and wax restroom vinyl floor.			X							
9 Strip, seal and wax restroom vinyl floor.			X							

#### Eating Areas (Employee Kitchens/Break Rooms)

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	4 X PER WEEK	AS DIRECTED (AT EXTRA COST)
<b>FREQUENCY</b>										
1 Damp clean and sanitize table tops, seats and back of chairs.							X			
2 Damp clean pedestals or legs.							X			
3 Clean and sanitize refrigerator.										X
4 Wet wipe microwave ovens.							X			
5 Empty all trash containers. Spot clean exterior.	X									
6 Low dust (below 36") and high dust (above 72") all horizontal surfaces.		X								
7 Clean entire interior glass in partitions and doors.		X								
8 Dust mop resilient and hard floors.						X				
9 Damp mop resilient and hard floors.		X								
10 Vacuum carpeted floors in their entirety.		X								

# EXHIBIT A-1 TASK SCHEDULE

Effective Date: May 01, 2010



## TASK SCHEDULE EXHIBIT A-1

CONTRACT SERVICES FOR: **PUBLIC AREAS**

AREAS TO BE SERVICED

**SB Public Health Department**

**Calle Real Campus: Bldgs 1, 3, 4 and 8**

**Santa Barbara**

Prepared for:

**SB Public Health Department**

**300 N. San Antonio, RD**

**Santa Barbara, CA 93101**

**Anne Fearon**

### PUBLIC AREA SERVICES:

#### Open Areas and Waiting Rooms

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	X PER YEAR	AS DIRECTED (AT EXTRA COST)
1 Empty wastebaskets and insert liners.	X									
2 Empty recycling bins.						X				
3 Clean and sanitize fountains and water coolers.	X									
4 Seating: Wipe and sanitize	X									
5 Spot clean entrance/lobby glass doors.	X									
6 Spot clean interior partition glass in partitions and doors.	X									
7 Clean entire interior glass in partitions and doors.						X				
8 Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.	X									
9 High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.		X								
10 Dust venetian blinds.		X								
11 Vacuum carpet areas	X									
12 Damp mop resilient and hard floors with germicidal solution.	X									
13 Buff hard floors.		X								
14 Scrub and wax hard floors.			X							
15 Strip and wax hard floors					X					
16 Bonnet shampoo carpets				X						
17 Extraction shampoo carpets				X						

#### Washrooms

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER WEEK	X PER YEAR	AS DIRECTED (AT EXTRA COST)
1 Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.	X									
2 Clean all glass and mirrors.	X									
3 Empty all trash containers and disposals, insert liners as required. Sanitize container as needed.	X									
4 Empty and sanitize interior of sanitary container.	X									
5 Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets.		X								
6 High dust above hand height all horizontal surfaces including shelves, ledges, moldings.		X								
7 Sweep, damp mop, and sanitize hard floor.	X									
8 Scrub and wax restroom vinyl floor.			X							
9 Strip, seal and wax restroom vinyl floor.					X					

# EXHIBIT A-1 TASK SCHEDULE

Effective Date: May 01, 2010



## TASK SCHEDULE EXHIBIT A-1

CONTRACT SERVICES FOR: **EXAM ROOMS**

AREAS TO BE SERVICED

SB Public Health Department

Calle Real Campus: Bldgs 1, 3, 4 and 8

Santa Barbara

Prepared for:

SB Public Health Department

300 N. San Antonio, RD

Santa Barbara, CA 93101

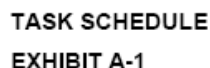
Anne Fearon

### EXAM ROOM SERVICES:

#### All PUBLIC Area Services PLUS:

	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEM ANNUALLY	ANNUALLY	2 X PER WEEK	3 X PER MONTH	4 X PER YEAR	AS DIRECTED (AT EXTRA COST)
1 Empty and clean containers and insert new liners	X									
2 Spot clean walls, door, frames. Remove all cobwebs from baseboards, lights, walls and ceilings.	X									
3 Countertops and telephones: wipe and sanitize.	X									
4 Exam tables below surface level: wipe and sanitize.		X								
5 Exam tables below surface level: spot clean.	X									
6 Windows covering : dust.								X		
7 Clean and sanitize fountains and water coolers.	X									
8 Ventilation grill: wipe.			X							
9 Hard floors: damp mop with germicidal solution.	X									
10 Day Porter Services: Spot clean surfaces, glass and mirrors; remove debris from floor, Empty and sanitize trash containers as needed (replace liners as needed).	X									

**Effective Date: May 01, 2010**



AREAS TO BE SERVICED

Prepared for:

SB Public Health Department

SB Public Health Department

**Calle Real Campus: Bldgs 1, 3, 4 and 8**

300 N. San Antonio, RD

**Santa Barbara**

Santa Barbara, CA 93101

Anne Fearon

DAILY  
WEEKLY  
MONTHLY  
QUARTERLY  
SEMI-ANNUALLY  
ANNUALLY  
2 X PER WEEK  
3 X PER WEEK  
— X PER YEAR  
AS DIRECTED (AT  
EXTRA COST)

**FREQUENCY**

[illegible]

**FREQUENCY**

[illegible]

## FREQUENCY

1	Spot clean chairs and tables	X								
2	Restack magazines	X								
3	Remove debris from floor	X								
4	Empty all trash containers as needed; replace liners. Sanitize container as needed.	X								

[illegible][illegible]

# EXHIBIT A-1 TASK SCHEDULE

Effective Date: May 01, 2010



## TASK SCHEDULE EXHIBIT A-1

CONTRACT SERVICES FOR: AREAS MARKED "MISCELLANEOUS"

AREAS TO BE SERVICED

**SB Public Health Department**

**Calle Real Campus: Bldgs 1, 3, 4 and 8**

**Santa Barbara**

Prepared for:

**SB Public Health Department**

**300 N. San Antonio, RD**

**Santa Barbara, CA 93101**

**Anne Fearon**

### MISCELLANEOUS AREA SERVICES:

#### Elevators All Bldgs

1 Clean interior and exterior elevatory using stainless steel polish.

DAILY  
WEEKLY  
MONTHLY  
QUARTERLY  
SEM-ANNUALLY  
ANNUALLY  
2 X PER WEEK  
3 X PER WEEK  
X PER YEAR  
AS DIRECTED (AT  
EXTRA COST)

#### FREQUENCY

#### Bldg 1: Auditorium and C101/102 Conference Room

1 Empty wastebaskets and insert liners.

2 Empty recycling bins.

3 Dust all exposed areas of all furniture including desks, chairs, tables.

4 Dust all exposed filing cabinet, bookcases and shelves

5 Dust venetian blinds.

6 Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.

7 High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.

8 Remove dust and cobwebs from ceilings.

9 Clean and sanitize telephones.

10 Vacuum carpet in traffic areas.

11 Vacuum carpeted floors in their entirety.

12 Bonnet shampoo carpets

13 Extration shampoo carpets

14 Vacuum furniture

15 Spot clean furniture

16 Dust mop (auditorium) kitchen area with germicidal solution.

17 Damp mop (auditorium) kitchen area with germicidal solution.

18 Scrub and wax (auditorium) kitchen hard floor.

19 Strip and wax (auditorium) kitchen hard floor.

#### Computer Room (Bldg 3)

1 Dust mop resilient and hard floors (AS REQUESTED but no more than monthly)

#### Storeroom (Bldg 3)

1 Dust mop resilient and hard floors

2 Damp mop resilient and hard floors in traffic lanes

#### Breezeway (between Bldg 3 and Bldg 4)

1 Dust mop resilient and hard floors

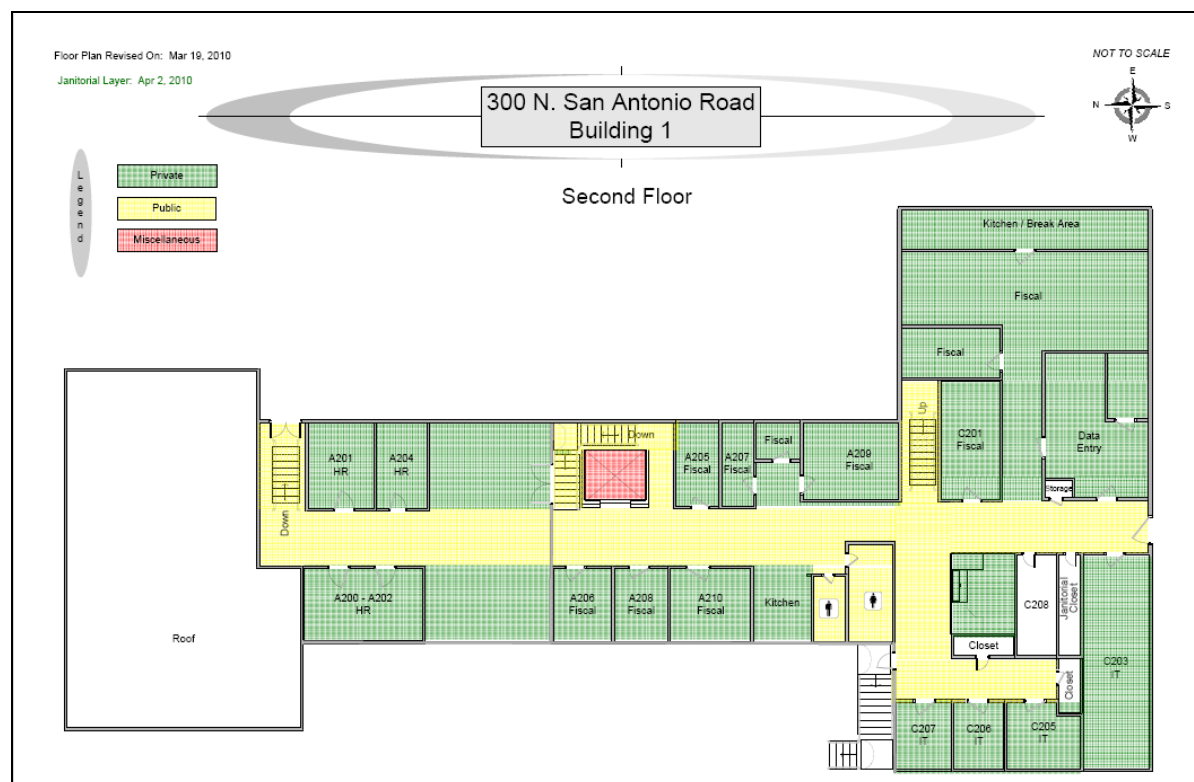
#### Restroom Next to Deli (between Bldgs 3 & 4)

1 All Public Washroom level services, PLUS

2 Day Porter Washroom level service, PLUS

3 Strip and wax hard floor.

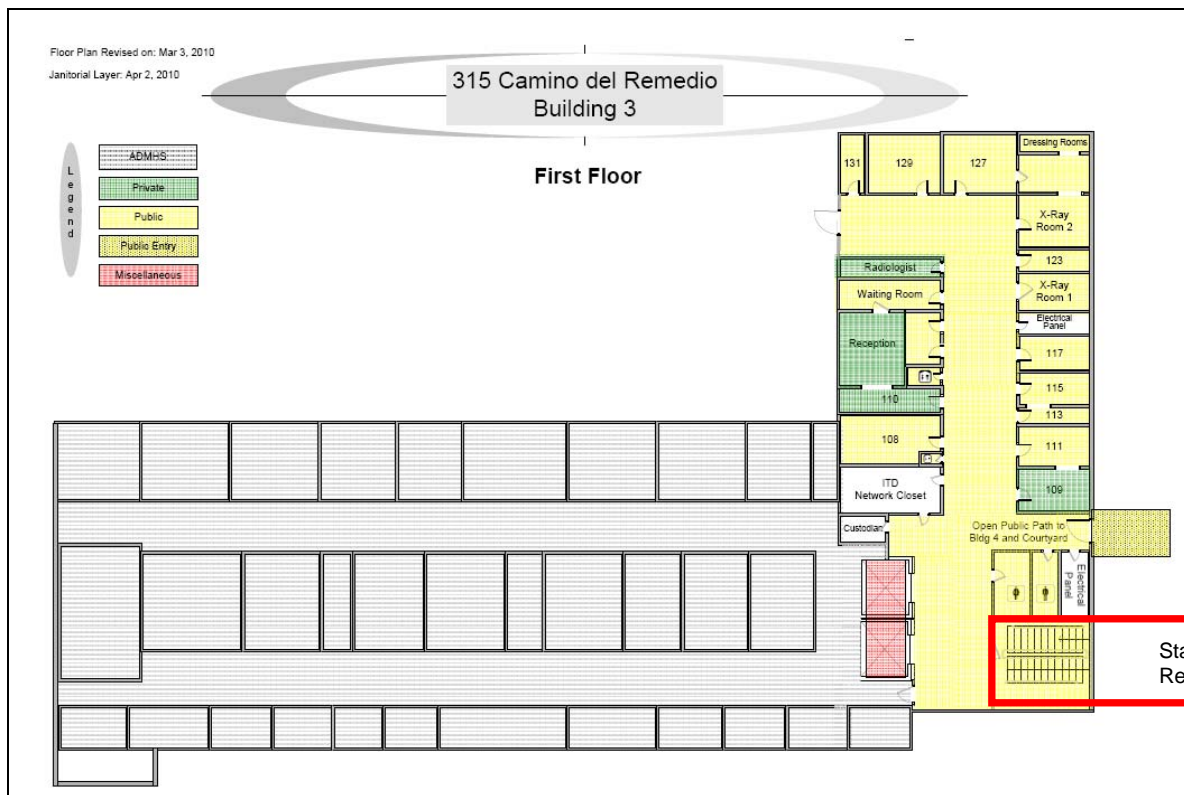
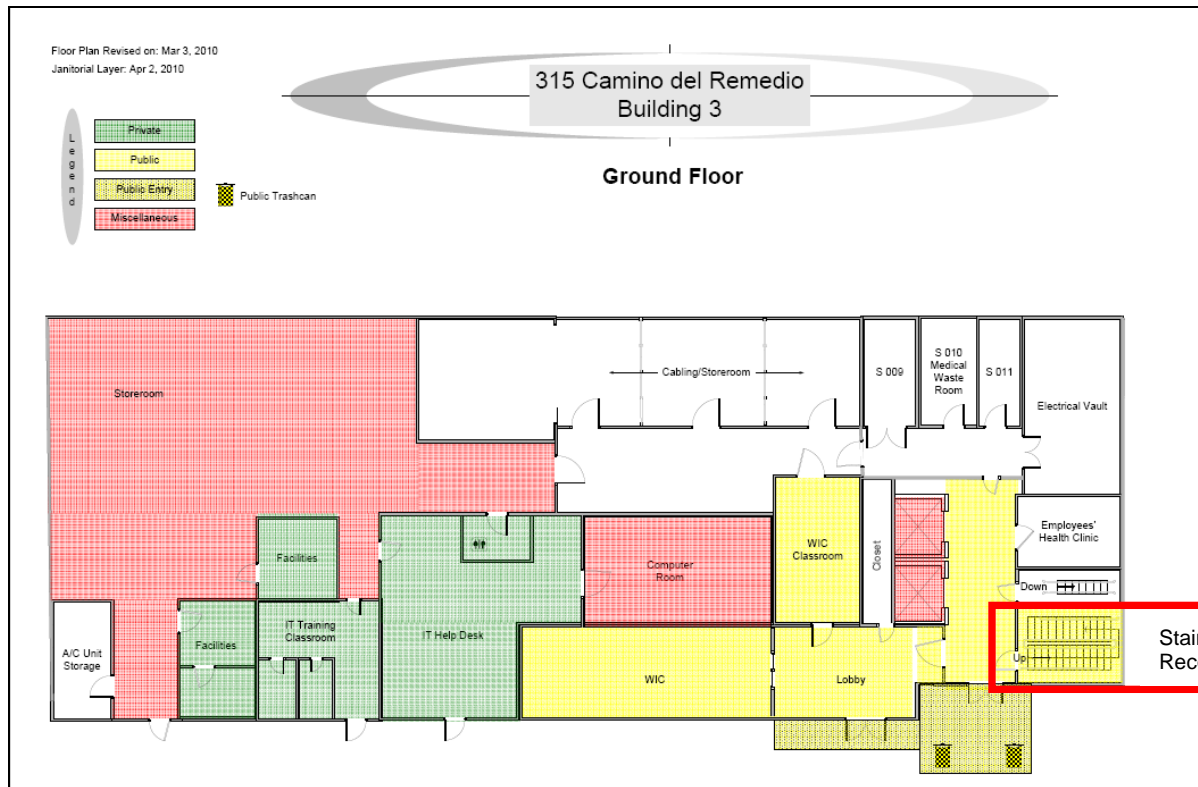
**Effective Date: May 01, 2010**





# EXHIBIT A-2 Maps

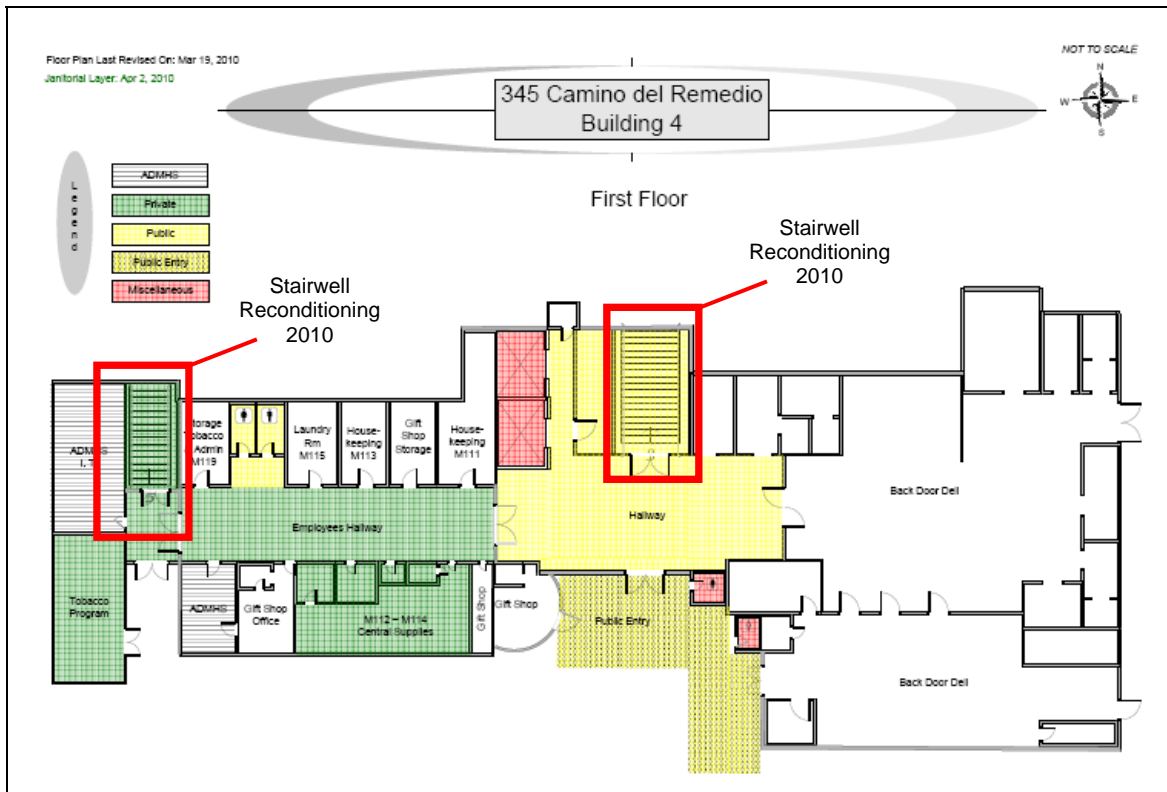
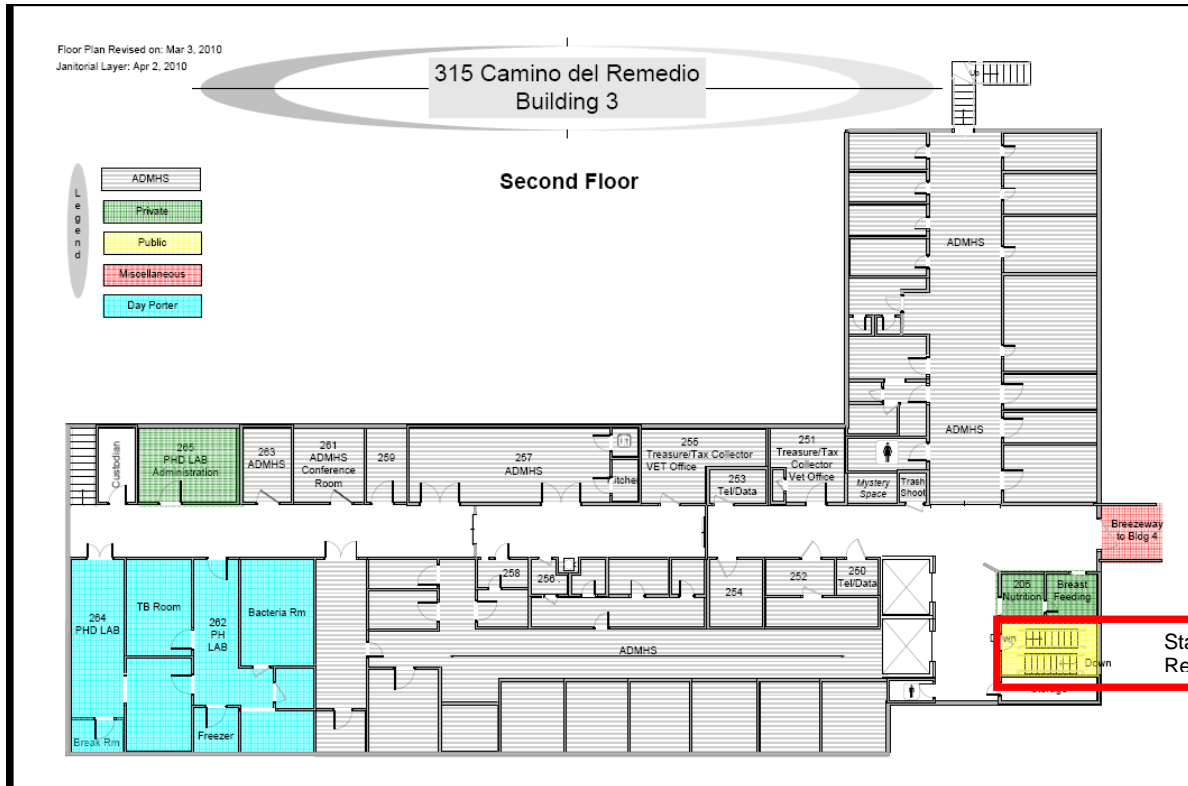
Effective Date: May 01, 2010





# EXHIBIT A-2 Maps

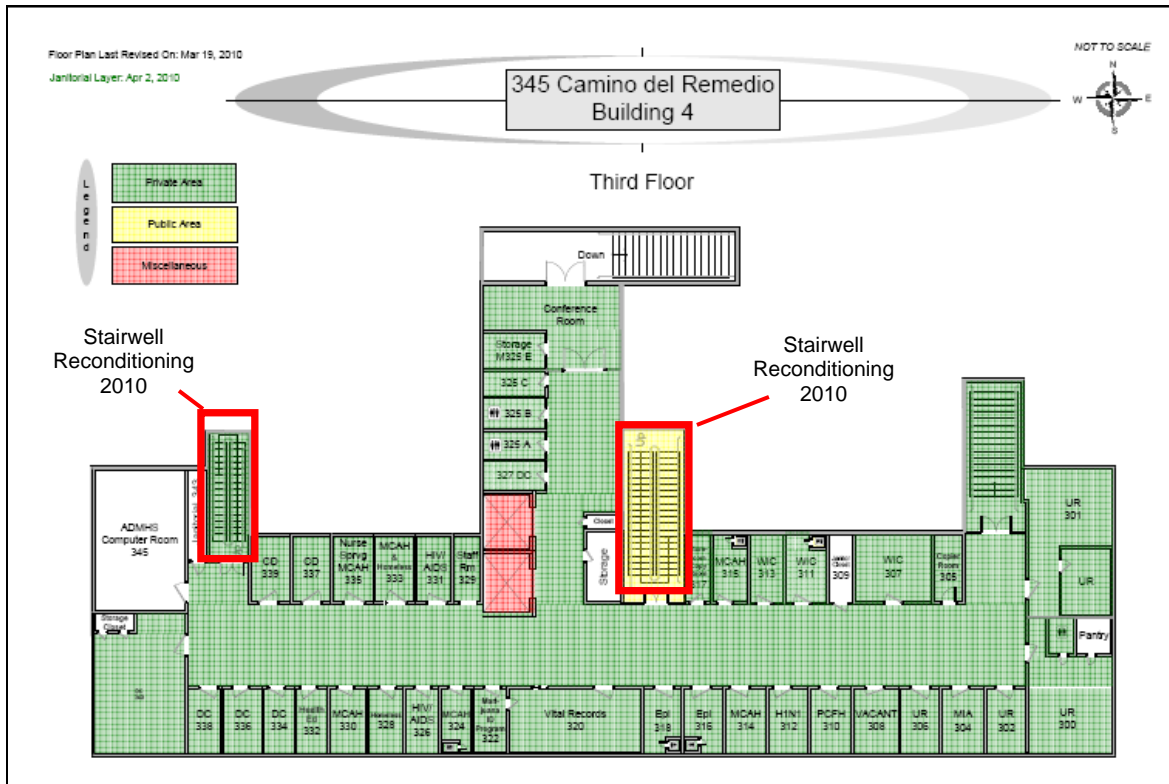
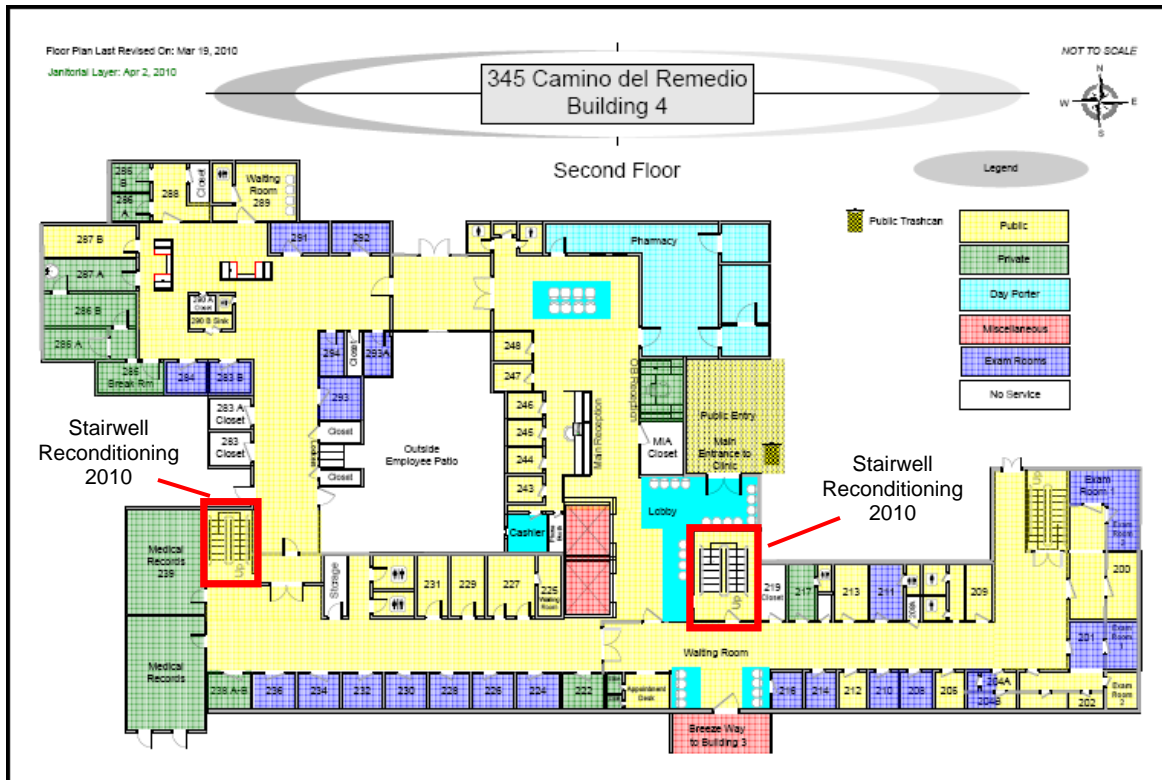
Effective Date: May 01, 2010



# EXHIBIT A-2

## Maps

Effective Date: May 01, 2010



**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation**

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total Agreement amount, including cost reimbursements, not to exceed \$186,000.

B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.

C. Monthly, CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for the service performed at each building over the period specified. Monthly payments for general janitorial services as outlined in EXHIBIT A-1 Task Schedule, are as follows:

	<u>Monthly Cost</u>
All Bldg Exteriors	\$ 820.00
Bldg 1	\$ 2,161.00
Bldg 3	\$ 2,872.33
Bldg 4	\$ 1,852.00
Bldg 4 Clinic	\$ 4,603.33
Bldg 8	<u>\$ 448.00</u>
Total Not to Exceed Monthly Amount	<u><u>\$12,756.66</u></u>

CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for one-time stripping and waxing service performed on east (1) stairwell in Building 3 and west and center (2) stairwells in Building 4 as identified on EXHIBIT A-2 Maps as "Stairwell Reconditioning 2010".

Total Not to Exceed Amount for Stairwell Reconditioning *for term of Agreement*: \$3,600.00

CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for the incidental services at an hourly rate of \$25.00 per hour for janitorial services and \$45.00 per hour for floor work. Incidental work at the hourly rate must be pre-approved by COUNTY. Any incidental work that is not pre-approved shall be subject to non-payment by COUNTY.

CONTRACTOR shall submit to the COUNTY designated representative an invoice or certified claim on the County Treasury for special projects preceded by individual quote/proposal. Special projects must be pre-approved by COUNTY. Any work on special projects that is not pre-approved shall be subject to non-payment by COUNTY

Total Not to Exceed Amount for Incidental Services and  
Special Projects *for term of Agreement*: \$3,806.76

These invoices or certified claims must cite the assigned Board Contract Number shown on page 1 of this Agreement. COUNTY designated representative shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**for contracts NOT requiring professional liability insurance**

**INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**INSURANCE**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the

Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D  
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY  
FOR GOODS AND SERVICES**

**---- INTENTIONALLY OMITTED ----**

**REMOVED  
March 1, 2004**

**THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D**

## **EXHIBIT E**

### **HIPAA Business Associate Agreement (Version: July 7, 2009)**

#### **1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information ("PHI")<sup>1</sup> to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or federal laws. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")<sup>2</sup>.

#### **2. Business Associates Held to the Same Standards as Covered Entities**

The Business Associate/Contractor understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

#### **3. Applicable Laws**

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a federal law; the California Confidential Medical Information Act (CMIA), a state law; other federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

#### **4. Requirement to Train Own Employees and Workforce**

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

#### **5. Further Disclosure of PHI**

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

<sup>1</sup> "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 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.

<sup>2</sup> "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

## **6. Safeguarding PHI**

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County.

The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispyware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

## **7. Unauthorized Use or Disclosure of PHI**

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. Contractor shall report to County any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

## **8. Agents and Subcontractors of the Business Associate**

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

## **9. Access to PHI**

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

## **10. Amendments to Designated Record Sets**

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

## **11. Documentation of Uses and Disclosures**

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.



## **12. Accounting of Disclosures**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

## **13. Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

## **14. Destruction of PHI**

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

- b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

## **15. Amendments**

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

## **16. Mitigation of Disallowed Uses and Disclosures**

The Contractor shall mitigate, to the extent practical, any harmful effect that is known to the Contractor of a use, disclosure or exposure of PHI by the Contractor in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

## **17. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

## **18. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

## **19. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

Contract Summary Form:

Contract Number : \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

D1. Fiscal Year .....: FY: 2009-10, 2010-11  
D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) : 041  
D3. Requisition Number .....:  
D4. Department Name .....: Public Health Department  
D5. Contact Person .....: Anne Fearon  
D6. Phone .....: 681-5102

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K1. Contract Type (*check one*): ☐ Personal Service ☐ Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose :

K3. Original Contract Amount .....: \$186,000

K4. Contract Begin Date.....: 5-1-10

K5. Original Contract End Date .....: 6-30-11

K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>Date</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$			

K7. Department Project Number .....:

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B1. Is this a Board Contract? (*Yes/No*).....: Yes

B2. Number of Workers Displaced (*if any*).....:

B3. Number of Competitive Bids (*if any*) .....

B4. Lowest Bid Amount (*if bid*) .....: \$ n/a

B5. If Board waived bids, show Agenda Date .....

B6. ... and Agenda Item Number .....: #

B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) :

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F1. Encumbrance Transaction Code .....: 1701

F2. Current Year Encumbrance Amount .....: \$186,000

F3. Fund Number.....: 0042

F4. Department Number.....: 041

F5. Division Number (*if applicable*).....: 11

F6. Account Number .....

F7. Cost Center number (*if applicable*).....:

F8. Payment Terms.....: Net 30

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V1. Vendor Numbers (*A=uditor; P=urchasing*) .....:

V2. Payee/Contractor Name .....: ServiceMaster of Goleta

V3. Mailing Address .....: 100 Adams Rd. Suite A

V4. City State (*two-letter*) Zip (*include +4 if known*) : Goleta, CA 93117

V5. Telephone Number .....: 805.685.1144

V6. Contractor's Federal Tax ID Number.....: On File

V7. Contact Person.....: Dwayne Walker

V8. Workers Comp Insurance Expiration Date.....:

V9. Liability Insurance Expiration Date[s] (*G=enl; P=rofl*) :

V10. Professional License Number .....: #

V11. Verified by (*name of County staff*) .....

V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

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

Authorized Signature \_\_\_\_\_