

Attachment 1

Pacific Coast Elevator Corporation
dba Amtech Elevator
South County Elevator Preventative Maintenance

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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 Pacific Coast Elevator Corporation doing business as Amtech Elevator Services ("Amtech Elevator") with an address at 3041 Roswell Street, Los Angeles, CA 90065 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Traci Lothery at phone number (805) 934-6506 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Molly McGovern at phone number (626) 328-3743 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, overnight mail, or express courier service, as follows:

To COUNTY: Traci Lothery
General Services, Facilities
912 West Foster Road
Santa Maria, CA 93455

To CONTRACTOR: Amtech Elevator
3041 Roswell Street
Los Angeles, CA 90065

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

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 September 1, 2025 and end performance upon completion, but no later than June 30, 2030 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, 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 receipt of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and all licenses and 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. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, 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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information and data provided to or accessed by or on behalf of CONTRACTOR in connection with the services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement (collectively, the

"COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY and whenever required in accordance with the Termination section of this Agreement. CONTRACTOR may use COUNTY's Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the services hereunder. CONTRACTOR shall not disclose, disseminate, publish or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. 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 principles. 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. 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.

17. 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.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or sufficient funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **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 or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- 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.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services 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.

20. 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.

21. 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 by a court of competent jurisdiction, 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.

22. 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. 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.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement, including all Exhibits and attachments hereto, contains the entire understanding and agreement of the parties with respect to the subject matter hereof, 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, duly executed by the parties to this Agreement and by no other means. Each party waives its 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.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the parties and their respective successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is 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.

28. CALIFORNIA LAW AND JURISDICTION

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.

29. 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.

30. AUTHORITY

All signatories and 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.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. NO CONSTRUCTION AGAINST ANY DRAFTING PARTY

This Agreement shall not be construed for or against any party based on which party drafted this Agreement, and each party had the opportunity to review this Agreement with its respective legal counsel to the party's satisfaction.

33. 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.

34. BUSINESS ASSOCIATE AGREEMENT

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

35. REQUIRED FEDERAL PROVISIONS

CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as Exhibit E and incorporated herein by reference.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and {Amtech}.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

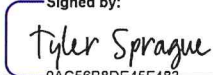
By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Laura Capps, Chair
Board of Supervisors
Date: 8-26-25

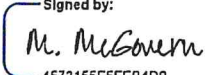
APPROVED AS TO FORM:

County Counsel

Signed by:
By: 
Rachel Van Mullem
Deputy County Counsel

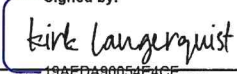
CONTRACTOR:

Amtech

Signed by:
By: 
Authorized Representative
Name: M. McGovern
Title: SVP & GM, Southwest US

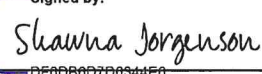
RECOMMENDED FOR APPROVAL:

General Services

Signed by:
By: 
Kirk Lagerquist, Director
General Services Department

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:
By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

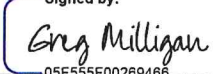
Signed by:
By: 
Risk Management

EXHIBIT A
STATEMENT OF WORK

Agreement 2

**Pacific Coast Elevator Corporation
doing business as Amtech Elevator
South County Bid**

Attachment B – Mandatory Reply Form: References

R-1.	Company Name	CITY OF OXNARD
	Address	VARIOUS LOCATIONS
	City / State / Zip	OXNARD, CA
	Contact Person / Title	FRANK ABREU
	Phone	805-200-5242
	Date Services Began and Ended	2022-PRESENT
	Brief Description of Services	ELEVATOR MAINTENANCE, REPAIR-18 UNITS
R-2.	Company Name	CITY OF BURBANK-PUBLIC WORKS
	Address	VARIOUS LOCATIONS
	City / State / Zip	BURBANK, CA
	Contact Person / Title	KENNY ARMENTA
	Phone	(818) 238-3865
	Date Services Began and Ended	2023-PRESENT
	Brief Description of Services	ELEVATOR MAINTENANCE, REPAIR-24 UNITS
R-3.	Company Name	CITY OF SANTA BARBARA
	Address	VARIOUS LOCATIONS
	City / State / Zip	SANTA BARBARA, CA
	Contact Person / Title	SERGIO ARRIAGA
	Phone	(805) 564-5657
	Date Services Began and Ended	2024-PRESENT
	Brief Description of Services	ELEVATOR MAINTENANCE, REPAIR-25 UNITS

Attachment C – Mandatory Reply Form: Pricing Proposal

Company Name	Amtech Elevator Services
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North County Locations:

Elevator or Dumbwaiter	Name of Building	Address	City
Elevator	District Attorney	115 Civic Center Plaza	Lompoc
Elevator	Administration Building	401 East Cypress Avenue	Lompoc
Elevator	Probation Department	2121 South Centerpointe Parkway, Building A	Santa Maria
Elevator	Public Health	2115 South Centerpointe Parkway, Building B	Santa Maria
Elevator	Behavioral Wellness	212 Carmen Lane	Santa Maria
Elevator	Social Services	2125 South Centerpointe Parkway, Building C	Santa Maria
Elevator	Social Services	2125 South Centerpointe Parkway, Building C	Santa Maria
Elevator	Public Works	912 West Foster Road	Santa Maria
Dumbwaiter	Public Health	2115 South Centerpointe Parkway	Santa Maria
Dumbwaiter	Veteran's Memorial Building	100 East Locust Avenue	Lompoc

South County Locations:

Elevator or Dumbwaiter	Name of Building	Address	City
Elevator	Administration Building	105 East Anapamu Street	Santa Barbara
Elevator	Administration Building	105 East Anapamu Street	Santa Barbara
Elevator	Administration Building	105 East Anapamu Street	Santa Barbara
Elevator	Probation Building	117 East Carillo Street	Santa Barbara
Elevator	Engineering Building	123 East Anapamu Street	Santa Barbara
Elevator	Courthouse Tower	1100 Anacapa Street	Santa Barbara
Elevator	Courthouse Law Library	1100 Anacapa Street	Santa Barbara
Elevator	Courthouse Judges	1100 Anacapa Street	Santa Barbara
Elevator	District Attorney	1112 Santa Barbara Street	Santa Barbara
Elevator	Hall of Records	1100 Anacapa Street	Santa Barbara
Elevator	Courthouse East Wing	1105 Santa Barbara Street	Santa Barbara
Elevator	Sheriff Jail	4436 Calle Real	Santa Barbara
Elevator	Sheriff Jail	4436 Calle Real	Santa Barbara
Elevator	Sheriff Jail	4436 Calle Real	Santa Barbara
Elevator	VA Clinic	4440 Calle Real	Santa Barbara
Elevator	Social Services	234 Camino Del Remedio	Santa Barbara
Elevator	Public Health Building 3	315 Camino Del Remedio	Santa Barbara
Elevator	Public Health Building 3	315 Camino Del Remedio	Santa Barbara

Attachment C – Mandatory Reply Form: Pricing Proposal

Elevator	Schwartz Building	130 East Victoria Street	Santa Barbara
Elevator	Public Defender	1100 Anacapa Street	Santa Barbara
Elevator	Public Health	345 Camino Del Remedio	Santa Barbara
Elevator	Public Health, Building 1	300 North San Antonio	Santa Barbara
Elevator	Sheriff Isla Vista	6504 Trigo Road	Isla Vista
Elevator	Casa Nueva	260 North San Antonio Road	Santa Barbara
Elevator	Isla Vista Clinic	970 Embarcadero Del Mar	Isla Vista
Dumbwaiter	Administration Building	105 East Anapamu	Santa Barbara
Dumbwaiter	Hall of Records	1100 Anacapa Street	Santa Barbara
Dumbwaiter	Veteran's Memorial Building	112 West Cabrillo Boulevard	Santa Barbara
Dumbwaiter	Clerk Recorder Accessor	4440 Calle Real	Santa Barbara

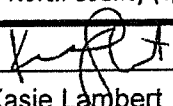
Contractor's Billing Rates:

A. Mechanic:

1. Straight Time: \$ 350.00
2. Time & One-Seventh: \$ 595.00
3. Double Time: \$ 700.00
4. Bonus Time Only: \$ 350.00

B. Team Hour:

1. Stright Time: \$ 595.00
2. Double Time: \$ 700.00

Geographic Region Bid	North County (Y/N) <u>N</u>	South County (Y/N) <u>Y</u>
Authorized Signature		
Printed Name	Kasie Lambert	
Title	Branch Manager	
Date Signed	6/3/2025	

Attachment F – County of Santa Barbara Vertical Transportation Maintenance Specification

This Maintenance Specification is entered into this 5th day of June, 2025, by and between The County of Santa Barbara, hereinafter called Owner, and Amtech Elevator, hereinafter called Contractor.

IN WITNESS, WHEREAS, Contractor is in the business of providing vertical transportation maintenance services.

AND WHEREAS, Owner desires to engage the services of Contractor.

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

I.1 **TERM:** It is the County of Santa Barbara's intention to award an Agreement covering an initial period of five (5) years, with County of Santa Barbara options for two additional terms of two (2) years subject to earlier termination as provided for in County of Santa Barbara Contract.

I.2 **EQUIPMENT ACCEPTANCE:** Contractor accepts vertical transportation equipment in its present condition, unless otherwise noted.

I.3 **PREMISES:** This Agreement shall apply to County of Santa Barbara, Exhibit A (North County) and Exhibit B (South County) vertical transportation (hereinafter called the "Premises").

I.4 **CONTRACT PRICE:** Owner shall pay Contractor on or before last day of each and every month during the term of this Agreement the sum of \$ 7,840.00, for the faithful performance of services herein required of Contractor for a 5-year total of \$470,400. This is the total of Exhibit A, North County Bid Sheet Calculator and Exhibit B, South County Bid Sheet Calculator.

I.5 **INVOICES:** Invoices will be submitted to: County of Santa Barbara
General Services, Facilities
Traci Lothery
912 West Foster Road
Santa Maria, CA 93454

I.6 **CONTRACTOR'S BILLING RATES:** All authorized billable calls, repairs, additional services and alterations will be at rates stated below.

A. Mechanic:

1. Straight Time:	<u>\$ 350.00</u>
2. Time & One-Seventh:	<u>\$ 595.00</u>
3. Double Time:	<u>\$ 700.00</u>
4. Bonus Time Only:	<u>\$ 350.00</u>

B. Team Hour:

1. Straight Time:	<u>\$ 595.00</u>
2. Double Time:	<u>\$ 700.00</u>

Attachment F – County of Santa Barbara Vertical Transportation Maintenance Specification

- 1.7 **DESCRIPTION OF WORK:** Contractor shall supply trained, qualified, and technically-skilled, CCCM journeymen, directly employed and supervised by Contractor. All supervision, installed repair parts, consumable materials, equipment, mechanical and electronic tools, and each and every item of expense necessary for vertical transportation maintenance, including all preventative maintenance, repairs, parts, and trouble-call service, shall be hereinafter called the "Work."
- 1.8 **EXHIBITS:** All Work shall be performed in strict accordance with the following described Exhibits A and B which by this reference are made a part thereof.
- A. Exhibit A: North County Schedule of Examination Hours and Frequency Chart
 - B. Exhibit B: South County Schedule of Examination Hours and Frequency Chart

Attachment F – County of Santa Barbara Vertical Transportation Maintenance Specification

- 1.9 PREVENTATIVE MAINTENANCE: Contractor shall regularly and systematically examine, clean, lubricate, and adjust vertical transportation equipment including machine rooms, secondaries, Hoistways, car tops and pits. Cleaning of pits includes removal of any liquid.
- A. All preventative maintenance and adjusting shall meet minimum standards established by Original Equipment Manufacturer for vertical transportation. Contractor will not limit other servicing necessary to maintain this equipment in a clean, safe, and top operating condition.
- 1.10 REPAIR AND REPLACEMENT: Contractor shall repair or replace any worn and/or defective equipment including, but not limited to, the following:
- A. TRACTION ELEVATORS:
1. Machine Ring & Worm Gear, Thrust Bearings, Drive Sheave, Shaft Bearings, Brake Pulley, Brake Coil, Brake Contact, Linings, Component Parts
 2. AC and DC Motors, Generators, SCR Drives, VVVF Drives, VVAC Drives Motor Windings, Rotating Elements, Commutators, Brushes, Brush Holders, Bearings, Field Coils
 3. Controller, Selector and Dispatching Equipment, Relays, Solid-State Components, PC Boards, Resistors, Condensers, Transformers, Contacts, Earthquake Ring and String, Seismic Units and Batteries, Leads, Dash-pots, Timing Devices, Computer Devices, Printed Circuit Boards, Steel Selector Tape, Traveling Cable, Mechanical or Electrical Operating Equipment
 4. Governor, Governor Sheave and Shaft Assembly, Bearings, Contacts, Governor Jaws, Governor Cable, Car Safeties
 5. Deflector, Secondary or Overhead Sheaves, Bearings, Car and Counterweight Buffers, Car and Counterweight Guide Rails, Top and Bottom Limit Switches, Governor Tension Sheave Assembly, Compensating Sheave Assembly, Counterweight and Counterweight Guide Shoes including Rollers or Gib, Hoist Ropes, Governor Ropes, Compensating Ropes and Chains, Load Weighing Equipment, Car Frame, Car Safety Mechanism, Platform, Equalize Tension on Hoistway Ropes.
 6. Door Operator, Clutch Assemblies, Pick-up Rollers, Interlocks, Hoistway Door Hangers, Bottom Door Guides, Safety Edges, Door Detectors, Electric Eyes, Astragals, Auxiliary Door Closing Devices, Hatch Inductors, Vanes, Car and Hall Lanterns, Fixtures, Position Indicators, Access Switches, Inspection Stations
 7. Fixture Lamps, Gongs, Lanterns, Emergency Lighting Units including Batteries, Pushbuttons, Cab Exhaust Fans, Machine Room Monitors

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B. HYDRAULIC ELEVATORS:

1. Controller, Selector and Dispatching Equipment, Relays, Solid-State Components, Resistors, Condensers, Transformers, Contacts, Leads, Dash-pots, Timing Devices, Computer Devices, Printed Circuit Boards, Steel Selector Tape, Traveling Cable and other Mechanical or Electrical Operating Equipment
2. Hydraulic pumping unit complete including, but not limited to, Pump Valves, Exposed Piping, Fittings/Couplings, Mufflers, Belts, Oil Reservoir, Oil Heaters, Oil Cooling Devices, Scavenger Pumps and Return Lines.
3. Above-Ground Equipment including, but not limited to, Piping and Feed Lines, Fittings and Couplings, Pit Valves, Rupture Valves, Hydraulic Cylinder and Piston Assemblies Complete (if above ground), Piston, Packing and Packing Gland (if cylinder is below ground)
4. Door Operator, Clutch Assemblies, Pick-up Rollers, Interlocks, Hoistway Door Hangers, Bottom Door Guides, Safety Edges, Door Detectors, Electric Eyes, Astragals, Auxiliary Door Closing Devices, Hatch Inductors, Vanes, Car and Hall Lanterns, Fixtures, Position Indicators, Access Switches, and Inspection Stations.
5. Car Buffers, Car Guide Rails, Top and Bottom Limit Switches, Load Weighing Equipment, Car Frame, Platform
6. Fixture Lamps, Gongs, Lanterns, Emergency Lighting Units and Batteries, Battery Lowering Units and Batteries, Pushbuttons, Machine Room Monitors
7. Contractor is to provide all Hydraulic Fluid and Lubricants required to keep and maintain equipment functioning properly and as designed.
8. Should Flexible Feed Lines be utilized in piping system, they shall be tested and/or replaced as required and outlined in ANSI/ASME A17.1.

C. DUMBWAITERS and HANDICAP LIFTS:

1. Machine Ring & Worm Gear, Thrust Bearings, Drive Sheave, Shaft Bearings, Brake Pulley, Brake Coil, Brake Contact, Linings, Component Parts
2. AC and DC Motors, Generators, SCR Drives, Motor Windings, Rotating Elements, Commutators, Brushes, Brush Holders, Bearings, Field Coils
3. Controller, Selector and Dispatching Equipment, Relays, Solid-State Components, Resistors, Condensers, Transformers, Contacts, Leads, Dash-Pots, Timing Devices, Computer Devices, Printed Circuit Boards, Steel Selector Tape, Traveling Cable, Other Mechanical or Electrical Operating Equipment
4. Deflector or Secondary Sheave, Bearings, Buffers, Car and Counterweight Guide Rails, Top and Bottom Limit Switches, Counterweight and Counterweight Guide Shoes including Rollers or Gib, Hoist Ropes, Car Frame, Platform
5. Door Operator, Clutch Assemblies, Pick-Up Rollers, Interlocks, Hoistway Door Hangers, Door Guides, Safety Edges, Astragals, Auxiliary Door Closing Devices, Hatch Inductors, Vanes, Car and Hall Lanterns, Fixtures, Position Indicators, Access Switches, Inspection Stations
6. Fixture Lamps, Gongs, Lanterns, Pushbuttons

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1.11 PARTS INVENTORY REQUIREMENTS: Contractor agrees to the following requirements and authorization of parts used in the Work:

- A. Major Component Parts (Electrical):
 - 1. Motor and generator armatures are to be maintained in stock.
 - 2. Should motors, field coils, and armatures be rewound or repaired by qualified motor rewind shop. Contractor should cause the repair to be done immediately.
 - 3. All types of AC and DC Motors. Motor Generators.
- B. Major Component Parts (Mechanical): If Contractor does not have machine gears, frames, sheaves, rails, and similar mechanical components in stock, Contractor must provide Owner current information of sources for these items that will be included in the contract.
- C. Special Electrical Parts: Contractor acknowledges that, if elevator control systems contain solid-state printed circuit modules, Contractor agrees to maintain in inventory, a sufficient number of modules and component parts to replace and/or repair any of these units, should failure occur. Contractor warrants there shall not be any elevator down time in excess of that which is to be reasonably expected in the industry.
- D. Job Material Inventory: Contractor will maintain a supply of contacts, coils, leads, generator brushes, printed circuit boards, door rollers, lubricants, wiping cloths, and other minor parts in each elevator machine room for the term of the Agreement.
- E. Spare Parts Inventory: Contractor will maintain supply of vertical transportation spare replacement parts in Contractor's warehouse inventory or available from Contractor's manufacturing facilities. Inventory will include, but is not limited to, generator rotating elements, printed circuit boards, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid-state components, selector tapes, door hangers, rollers, hoistway limit switches, escalator steps, etc.
- F. Parts Replacement Policy. Contractor will not alter equipment parts and Original Equipment Manufacturer (OEM) design with other manufacturers design unless OEM has discontinued item and parts are no longer available. Parts manufactured by companies other than OEM but supplied to the OEM as part of their overall product, may be acceptable, if part is of the same design and character. These proven suppliers may be recognized as equal so long as their product matches existing part and Contractor obtains Owner's written consent prior to installing such parts.
- G. Cost of any alternate source, modification or addition of parts, or equipment purchased by Contractor pursuant to this Section shall be included in monthly contract price paid by Owner to Contractor and shall not be an additional charge to Owner.

1.12 MODIFICATION APPROVALS: Should Contractor request or wish to make any change, modification, or addition to existing vertical transportation equipment. Contractor must submit a written "Request to

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Modify” proposal to Owner for approval. A Request to Modify must state reason why Contractor wishes to change a component. Complete information on new proposed component and a guarantee of responsibility by the Contractor for component change.

1.13 CODE TESTING REQUIRED:

- A. Contractor shall perform all State and ANSI-required testing and all other vertical transportation testing required by law and existing codes. These tests shall include, but are not limited to, the following:
 - 1. Testing and Supervisory Inspections: Contractor shall conduct tests and supervisory inspections of all vertical transportation equipment as required by any current applicable safety codes for vertical transportation. The County retains the right to have testing performed during non-operating hours.
 - 2. ANSI/ASME A17.1: Contractor shall conduct tests per code requirements :
 - a. Fireman’s Return Phase I and II
 - b. Governor No-Load Tests
 - c. Buffer Tests
 - d. One-year and Five-Year Safety Tests (as applicable)
 - e. Five-Year Pressure - Leak and Load Test of Hydraulic Systems
 - f. Annual Battery Lowering Test
 - g. Earthquake Operation
- B. Contractor shall notify Owner, in writing, prior to conducting such tests. Contractor shall submit test results to Owner. Post Fireman’s Recall Test, Battery Lowering Test, Emergency Power Test, and Earthquake Test Charts in machine room as well.
- C. In addition to testing frequency required by State and ANSI Code, Owner could require that each of these tests be performed at a frequency of no more than one (1) time per year.
- D. Contractor to complete all State of CA, DOSH Elevator Preliminary Orders and Show Cause Orders at no cost to the County.
- E. Contractor is not obligated to install new attachments on vertical transportation. conduct new or different tests, or perform other work not required by governmental regulations in effect on the date this Agreement was first entered into whether or not recommended or directed by insurance companies or by governmental authorities, nor make any replacements with parts of a different design unless agreed to separately in writing.

1.14 OWNER’S RIGHT TO INSPECT AND REQUIRE WORK:

- A. Owner reserves the right to conduct inspections and tests to ascertain that requirements of this Agreement are being fulfilled.
- B. Contractor will, upon receipt of Consultant’s Maintenance Deficiencies Report, perform all required corrections without undue delays. All items should be completed within forty-five (45)

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days of receipt of Maintenance Deficiencies Report. Maintenance Deficiencies Report will be those items considered to be in violation of this Agreement and/or Original Equipment Manufacturer (OEM) Standards.

1.15 PERFORMANCE REQUIREMENTS:

- A. Contractor agrees to maintain the following minimum requirements of each piece of vertical transportation equipment as described per manufacturer's original installation criteria.
 - B. Contractor shall maintain vertical transportation equipment to provide for reliable and efficient operation. Operation of vertical transportation equipment shall be smooth and quiet, and free from excessive jarring, jerking, loping, and swaying.
 - C. In accomplishing the requirements listed below, Contractor shall maintain vertical transportation to provide for a comfortable ride with smooth acceleration, deceleration, start, and soft stop. Elevator door operation shall be quiet with smooth checking at extremes of travel.
1. Door Operators: Door performance is based upon forty-two inch to forty-eight inch doors (42" – 48"). Should doors be wider than forty-eight inches (48"), add one (1) second to the values listed below.

DOOR OPERATORS				
Door Width	SIDE OPEN, SINGLE-SPEED		CENTER OPEN SINGLE-SPEED	
	Open (Seconds)	Close* (Seconds)	Open (Seconds)	Close* (Seconds)
36" Medium Speed	2.5	3.6	2.0	2.8
42" High Speed	2.3	4.0	1.8	3.0
42" Medium Speed	3.0	4.0	2.0	3.0
48" High Speed	2.5	4.5	2.0	3.5
48" Medium Speed	3.5	4.5	2.2	3.5

2. Floor-to-Floor Performance Times: Measured by the time it takes an elevator to start, travel one floor, level, and stop at that floor.

FLOOR-TO-FLOOR PERFORMANCE TIMES			
Speed	Hydraulic (Seconds)	Geared Traction (Seconds)	Gearless Traction (Seconds)
100 FPM	13.0	--	--

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125 FPM	12.5	--	--
150 FPM	12.0	--	--
200 FPM	--	10.0	10.0
300 FPM	--	9.0	--
350 FPM	--	8.0	--

3. Door Open Times: Measured from start of car door open until doors are in the fully open position.
4. *Door Close Times: Measured from start of door close until hoistway doors are fully closed. Contract times will be those shown or minimum permitted by Code.
5. Leveling: Accuracy of leveling shall be measured under all load conditions and consistent with OEM installation and Code requirements.
6. Variance from rated contract speed, regardless of load, shall not exceed five percent (5%).

1.16 TROUBLE CALL SERVICE:

- A. Contractor shall provide 24-hour, 7 days a week Trouble Call Service. After hours, weekends, and holidays, Contractor shall pay straight time portion and County shall pay overtime portion of trouble calls. This applies after the five (5) trouble calls listed below in 1.17.D and 1.17.E and 1.17. F.
- B. Trouble Calls: In the event of failures, provide Trouble Call Service during normal working hours of the elevator trade at no additional cost to Owner.
- C. Maximum overtime travel charge is 1.5 hours.
- D. Any Goleta Jail extensive material damage or labor may be billed at contractors normal billing rate only with approval from the County.

1.17 CONTRACTOR RESPONSE TIME:

- A. After and during regular working hours, on weekends and holidays, Contractor shall have a mechanic on Premises within two (2) hours of any trouble-call request made by Owner and within thirty (30) minutes on an entrapment.
- B. Vertical Transportation Shutdowns:
 1. Should any vertical transportation become inoperative, shall be repaired within twenty-four (24) hours of notification.
 2. Breakdown of major components shall be completed and service restored within seventy-two (72) hours.

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3. Should Contractor fail to comply, Owner may order Work done by another elevator company at Contractor's expense. Devices repaired or replaced by another elevator company shall become part of this Agreement and, as such, shall become Contractor's responsibility for the life of this Agreement. Additionally, credit shall be issued for the month's elevator maintenance cost on the next monthly invoice.

I.18 MINIMUM MAN-HOURS AT PREMISES:

- A. Contractor shall furnish a mechanic to provide preventative maintenance service at Premises for the minimum hours as describe in Exhibit A and B. It is understood that such minimum service hours do not limit labor required to maintain equipment in top running condition. Trouble Calls and repair labor are not considered service time.
- B. Contractor's Supervisor will examine all equipment annually and in accordance with this Agreement and all Exhibits attached thereof.
- C. Notwithstanding anything to the contrary contained herein, Contractor shall continue to provide routine servicing and Trouble Call troubleshooting on a continuous basis, regardless of labor disputes, strikes, or other similar type interruptions of service as covered in this Agreement, unless building or a portion thereof has been evacuated or temporarily closed. During any interruption, Contractor shall not reduce service mechanic's time.
- D. Failure to provide services required in this Agreement shall be cause for retention of monthly fees equal to the reduction of Contractor's services and shall continue until full normal service is restored. Contractor may, at Contractor's option, choose to make up time lost at the conclusion of any period of interrupted service.
- E. Contractor shall provide sufficient backup in times of staff shortages due to vacations or any other Contractor staff shortages.

I.19 HOURS OF WORK:

- A. Regular Working Hours. All preventative maintenance, repairs, routine adjusting, and service procedures will be performed during working hours (6:00 AM TO 6:00 PM) of regular working days of the elevator trade. Notification to Owner must be made prior to removal of vertical transportation from normal service for maintenance, testing, and adjustments.
- B. Reporting and Logs. All Contractor's personnel, whether servicing, performing trouble calls, or repairs, shall check in and out with Engineering or Facilities Departments on each visit to the Premises and log their activities on the hard copy machine room logs.

I.20 PERFORMANCE SCHEDULE AND SEQUENCE OF WORK:

- A. Contractor shall commence maintenance on each piece of equipment described in this Agreement on effective Agreement date.
- B. Contractor shall perform additional Work as requested from time to time by Owner's authorization. Owner will provide a description of Work to be performed. Contractor will

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provide an estimate of cost to perform Work. Contractor's authorization to commence Work shall be a signed written proposal.

- C. Contractor shall submit timesheets, for validation by Owner, covering chargeable time by Contractor's personnel on Owner's Premises at time of Work performance. Contractor shall check in and out with Engineering.

I.21 REPORTS AND DOCUMENTATION:

- A. Reports and Logs. Contractor will maintain trouble call, repair, preventative maintenance, fire service testing, Battery Lowering Testing and Contractor's Supervisor logs and reports on a current basis, at all times throughout the term of this Agreement. These logs will be maintained in the elevator machine room in a conspicuous location.

I.22 POLICIES FOR EMPLOYEES OF CONTRACTOR:

- A. Contractor agrees that, at all times, Contractor personnel furnishing or performing any services, shall do so in a proper, workmanlike, and dignified manner and wearing uniforms which shall be neat, clean, well-pressed, and in good condition.
- B. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its personnel. Contractor agrees that all persons working for or on behalf of Contractor, whose duties bring them upon the Premises, shall obey the rules and regulations established by Owner and shall comply with reasonable directions of Owner/Owner Officers.

I.23 WORK NOT INCLUDED BY AGREEMENT:

- A. Contractor shall not be required, under this Agreement, to install new attachments as may be recommended or directed by insurance companies, Federal, State, Municipal, or Governmental authorities, subsequent to date of this Agreement. Contractor shall not be responsible for the following work:
 - 1. Repairs or renewals necessitated by ordinary wear and tear only shall apply to this Agreement and Contractor shall not be required to make adjustments.
 - 2. Repairs required because of negligence, accident, or misuse of equipment, environmental conditions including leakage, or other causes beyond Contractor's control except ordinary wear and tear.
- B. The following items are not included in this Agreement (maintaining, refinishing, repairing, or replacement):
 - 1. Elevator Cab, Floor, Floor Covering, Sills, Handrails, Ceilings, etc.
 - 2. Hoistway Enclosures, Doors, Frames, Other Portions of Equipment Subject to Public Abuse
 - 3. Underground Hydraulic Cylinders, Casings, Hydraulic Piping

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4. Replacement of Light Bulbs, Fluorescent Tubes, and Associated Fixtures used for Cab or Machine Room Illumination
 5. Batteries for Switches, Breakers, and Feeders to Control Equipment
 6. If original equipment was not manufactured or installed by Contractor or was provided by Owner such as, but not limited to: Alarm, Security, Intercom, or Other Systems, any problem with design, material, or workmanship are specifically excluded from coverage.
 7. Smoke Sensors, Heat Detectors, or Elevator Security equipment.
- 1.24 **FURNISHED BY OWNER:** Owner shall provide for the reasonable use of Contractor, while on Premises, parking and sanitary facilities, and electrical power for small tools, etc. as required in actual work areas.
- 1.25 **WIRING DIAGRAMS:** Wiring diagrams and related technical information shall not be removed from site without prior approval from Owner. All system operation changes must be approved by Owner, in writing, prior to implementation. All circuit changes must be noted on electrical drawings. Owner retains the right to reproduce these "as built" wiring diagrams as supplied by Owner or elevator service company and retain possession and sole ownership in the event this Agreement is terminated
- 1.26 **PRECEDENCE:** In cases of express conflict between parts of this Agreement, Specifications, Drawings, or Exhibits, the order of precedence shall be as follows:
- A. Signature Document
 - B. Maintenance Specification and Exhibits
- 1.27 **SALARIES AND EXPENSES RELATING TO CONTRACTOR'S EMPLOYEES:** Contractor will pay all salaries and expenses including all Federal, Social Security, Federal, and State Unemployment Taxes, and any other taxes relating to employees used in the performance of this Agreement. Contractor further agrees to comply with all Federal, State, Local Wage and Hour Laws, and licensing laws applicable to its personnel or other personnel furnished under this Agreement.
- 1.28 **CONTRACTOR'S and MECHANICS LICENSE:** Contractor certifies that contractor and mechanics hold valid and current licenses, certificates, and/or permits as required by City, State, or Local Authority in which Work is being performed. Contractor further certifies that all licenses, certificates, and/or permits will be maintained current and valid throughout the life of this Agreement.
- 1.29 **NOTICES:** Any notices required to be given hereunder shall be addressed (Certified Mail, Return Receipt Requested) as follows:

CONTRACTOR:

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OWNER:

- 1.30 **WAIVER OF BREACH.** A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation, or agreement of either party.
- 1.31 **ASSIGNMENT:** Neither party may assign this Agreement without prior written consent of the other party.
- 1.32 **SEVERABILITY:** If any provision of this Agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances, shall not be affected thereby.
- 1.33 **TIME OF THE ESSENCE.** Time is of the essence under this Agreement as to each provision in which time performance is a factor.
- 1.34 **APPLICABLE 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.
- 1.35 **CANCELLATION:**
- A. Owner reserves the right to make inspections and tests, to ascertain that the requirements of this Agreement are being fulfilled, and preventative maintenance is being performed within the schedules agreed upon.
 - B. Owner or Contractor may cancel this contract by giving thirty (30) days written notice for convenience or should either party violate or fail to abide by existing laws, codes, rules, and regulations set forth by all appropriate authorities having jurisdiction in the location where this Work is to be performed as well as elevator maintenance performance.
 - C. Deficiencies noted by Owner or Owner's Representative must be promptly corrected at Contractor's expense. If Contractor fails to perform Work required by the terms of this Agreement in a diligent and satisfactory manner, Owner may, after five (5) days written notice to Contractor, perform or cause to be performed all or any part of the Work required hereunder. Contractor agrees that it will reimburse Owner for any expense incurred therefore and Owner, at Owner's election, may deduct the amount from any sum owing Contractor.
 - D. If, during the effective period of this Agreement, Contractor violates any of the provisions of this contract, or fails to properly provide the required services as judged by Owner, then Owner shall give Contractor thirty (30) days written notice to cure said non-performance. If Contractor does not cure, or take reasonable action to commence curing of said non-performance within thirty (30) days, Owner may then send written notice terminating this Agreement.

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1.36 CLAIMS ASSISTANCE: Upon written notification by Owner of an alleged injury involving an elevator maintained by the Contractor, Contractor shall, with all reasonable promptness, examine the operations of such vertical transportation. Within forty-five (45) days of the above-referenced notification from Owner, Contractor shall provide Owner with a written report on the results of such examination. Contractor shall advise Owner in writing of the individual to whom such notification is to be sent.

1.37 BUILDING OCCUPANCY DISCOUNT:

- A. It is understood and agreed that a credit will be due from the monthly-agreed price in the event the building experiences occupancy less than ninety percent (90%). Buildings occupancy will be calculated on the amount of unoccupied net rentable area on floors above the main lobby floor divided by the total net rentable area of those floors; percent of occupancy to be adjusted monthly. If occupancy is less than ninety percent (90%), County shall submit the occupancy report based on the above formula to the elevator contractor by the 10th of the following month. The next monthly invoice will reflect the adjusted monthly amount for the previous month. Such reduction in price will be in accordance with the following schedule:

<u>Building Occupancy</u>	<u>Percent of Credit</u>
Over 90%	0%
85% to 90%	5%
75% to 85%	10%
65% to 75%	15%
55% to 65%	20%
45% to 55%	25%
35% to 45%	30%
25% to 35%	35%
Under 25%	40%

1.38 DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purpose only under Labor Code Section 1771.1 a).

No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1727.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

1.39 CONTRACTOR'S AND MECHANIC'S LICENSE

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Contractor and Mechanic's must be licensed to perform such work in accordance with local, state and federal laws.

1.40 INSURANCE AND INDEMNIFICATION REQUIREMENTS:

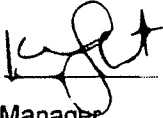
Contractor must meet the minimum insurance and indemnification requirements listed as "Exhibit C" and maintain the insurance in full force and effect during the term of the service agreement and renewals.

Any item not covered under this Agreement shall be presented to Owner for approval. Any extra work performed without Owner's approval will be performed at Contractor's expense.

IN WITNESS WHEREOF, parties have executed the Agreement on the dates shown below, the latter of which shall be inserted at the beginning of this document.

CONTRACTOR

By: Kasie Lambert
(Please print or type full name)

Signature: 

Title: Branch Manager

Date: 6-5-25

COUNTY of SANTA BARBARA

By _____
(Please print or type full name)

Signature: _____

Title: _____

Date: _____

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CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO

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Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT B

PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total maximum contract amount, including cost reimbursements, not to exceed \$ 470,400.00.
- 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. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims; actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement ("BAA") supplements and is made a part of the Agreement between COUNTY (referred to herein as "Covered Entity") and CONTRACTOR (referred to herein as "Business Associate").

RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

Covered Entity 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 Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and 45 CFR Parts 160 and 164, Subpart C (the "Security Rule"), Subpart D (the "Data Breach Notification Rule") and Subpart E (the "Privacy Rule") (collectively, the "HIPAA Regulations").

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

A. Definitions

1. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
3. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
6. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
7. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
9. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

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

B. Obligations of Business Associate

1. **Permitted Uses.** Business Associate shall not use Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. 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 Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
2. **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. 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 Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. 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 BAA and only disclosed 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 of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
3. **Prohibited Uses and Disclosures.** 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 the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect

payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

4. **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 or this BAA, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 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 and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].
5. **Reporting of Improper Access, Use or Disclosure.** Business Associate shall report to Covered Entity in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA, and any Breach of Unsecured PHI, as required by the Data Breach Notification Rule, of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [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)].
6. **Business Associate's Subcontractors and Agents.** Business Associate shall ensure that any agents and subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (c) 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)).
7. **Access to Protected Information.** To the extent that the Covered Entity keeps a designated record set then Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
8. **Amendment of PHI for Business Associate who is Required to Maintain a Record Set.** If Business Associate is required to maintain a designated record set on behalf of the Covered Entity the Business Associate shall within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

9. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of Protected Information, Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or 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 and is subject to this requirement. 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. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in Sections 2.b. of this BAA [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.
10. **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 Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (Secretary) for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. Business Associate shall provide to Covered Entity a copy of any Protected Information that Business Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
11. **Minimum Necessary.** Business Associate (and its agents or 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)(3)]. 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."
12. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information.
13. **Business Associate's Insurance.** Business Associate represents and warrants that it purchases commercial insurance to cover its exposure for any claims, damages or losses arising as a result of a breach of the terms of this BAA.
14. **Notification of Possible Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, or any access, use or disclosure of Protected Information not permitted by the Agreement or this BAA or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. [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)]
15. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach

or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of the Covered Entity that Business Associate believes constitutes a material breach or violation of the Covered Entity's obligations under the Agreement or this BAA or other arrangement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

16. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity 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 BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or this BAA, Business Associate shall notify Covered Entity within ten (10) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

C. Termination

1. **Material Breach.** A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, 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)].
2. **Judicial or Administrative Proceedings.** Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
3. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall, at the option of Covered Entity, 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 Covered Entity, Business Associate shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(i)]. If Covered Entity elects destruction of the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification

If Business Associate fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or if there is a Breach of PHI in Business Associate's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, Business Associate agrees to reimburse Covered Entity for any and all costs, direct or indirect, incurred by Covered Entity associated with any Breach notification obligations. Business Associate also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the Covered Entity of the Breach as required by this BAA.

E. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

F. Certification

To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this BAA.

G. Amendment to Comply with Law

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Agreement or this BAA when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

H. Assistance in Litigation of Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or this BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named adverse party.

I. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

K. Entire Agreement of the Parties

This BAA supersedes any and all prior and contemporaneous business associate agreements between the parties and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Covered Entity and Business Associate acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

L. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT E

FEDERAL TERMS AND CONDITIONS