



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Services
Department No.: 063
For Agenda Of: April 7, 2009
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required:

TO: Board of Supervisors

FROM: Contact Info: Bob Nisbet, Director, 568-1011 *Robert Nisbet*
Paddy Langlands, Assistant Director, 568-3096

SUBJECT: **Janitorial Services Contract for downtown Santa Barbara Facilities
First Supervisorial District**

County Counsel Concurrence

As to form: Yes

Other Concurrence: N/A

As to form: No

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors approve and authorize the Chair to execute the first two (2) year extension contract for janitorial services with Service Master of Santa Barbara, a local vendor.

Background:

The County has contracted with Service Master of Santa Barbara since September 1, 2005 to provide janitorial services in the downtown area and the company has proven during this time they are able to fulfill the tasks required. Therefore, General Services is recommending the first two (2) year extension be approved as set out in Board Letter BC 06-046 that will provide janitorial services to the 11 downtown Santa Barbra County Facilities for a period of two (2) years to begin July 1, 2009 and end June 30, 2011 at no increase in cost.

Due to recent agreements with the Superior Court of Santa Barbara County, General Services no longer provides janitorial services to three (3) Court facilities at the following locations: the Jury Assembly building at 1108 Santa Barbara Street, the Figueroa Courthouse at 118 East Figueroa and the Court occupied areas within the Historic Courthouse located at 1100 Anacapa Street.

Contract Summary Form:

Contract Number: BC09-093

Complete the information below, print this form, obtain the signature of the authorized departmental representative and submit this form to the Clerk of the Board with the contract package. See also: Contracts for Services Policy.

D1. Fiscal Year: FY 09/10 and FY 10/11
 D2. Budget Unit Number: 063
 D3. Requisition Number: N/A
 D4. Department Name: General Services
 D5. Contact Person: Traci Lothery
 D6. Phone: 805.568.2639

K1. Contract Type (check one): Personal Service Commodity Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Janitorial Service to downtown Santa Barbara facilities
 K3. Original Contract Amount: \$995,508
 K4. Contract Begin Date: 07/01/2009
 K5. Original Contract End Date: 08/30/2008
 K6. This Amendment Number: 02
 K7. - Total Previous Amendments: \$192,964.32
 K8. - This Amendment Amount: \$514,560.00
 K9. - Revised Total Contract Amount: \$1,703,032.32
 K10. - Revised End Date: June 30, 2011
 K11. Department Project Number: N/A

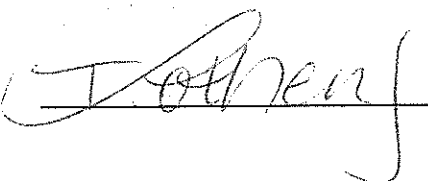
B1. Is this a Board Contract (Yes/No): Yes
 B2. Number of Workers Displaced (if any): N/A
 B3. Number of Competitive Bids (if any): N/A
 B4. Lowest Bid Amount (if bid): N/A
 B5. If Board waived bids, show Agenda Date: N/A
 B6. ... and Agenda Item Number: N/A
 B7. Boilerplate Contract Text Unchanged? (Yes/No): No

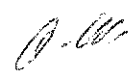
F1. Encumbrance Transaction Code: N/A
 F2. Current Year Encumbrance Amount: N/A
 F3. Fund Number: 0001
 F4. Department Number: 063
 F5. Division Number (if applicable): 1215
 F6. Account Number: 7080
 F7. Cost Center number (if applicable): N/A

F8. Payment Terms: Net 30
 V1. Auditor Vendor Number: 740582
 V2. Payee/Contractor Name: Service Master of Santa Barbara
 V3. Mailing Address: 4183 State Street
 V4. City: Santa Barbara
 V5. State (two letter): CA
 V6. Zip (include +4 if known): 93100
 V7. Telephone Number: 805.681.6240
 V8. Vendor's Federal Tax ID Number (EIN or SSN): . 77-0174005
 V9. Contact Person: Allen Williams
 V10. Workers Comp Insurance Expiration Date: June 1, 2009 (revised w/be turned in last week of May)
 V11. General Liability Insurance Expiration Date: July 1, 2009 (revised w/be turned in last week of May)
 V12. Professional License Number: N/A
 V13. Verified by: Traci Lothery
 V14. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

This information has been reviewed and is complete and accurate as presented. Concurrences as required are represented by signature on the contract signature page.

Date: 03/09/2009

Authorized Signature: 



STANDARD COUNTY CONTRACT

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 Service Master of Santa Barbara having its principal place of business at 4183 State Street, Santa Barbara, California 93100 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Paddy Langlands at 805.568.3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Allen Williams at phone number 805.681.6240 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Paddy Langlands, Facilities Manager
General Services
1105 Santa Barbara Street
Santa Barbara, CA 93101

To CONTRACTOR: Allen Williams, Owner
Service Master Clean of Santa Barbara
4183 State Street
Santa Barbara, CA 93100

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

3. **SCOPE OF SERVICES.** This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement. (See Exhibit A)

4. **TERM.** CONTRACTOR shall commence performance on **July 1, 2009** and end performance upon completion, but no later than **June 30, 2011** unless otherwise directed by COUNTY or unless earlier terminated.

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

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

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed in Section 3 by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

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

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

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

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

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

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

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

J. D. W.

14. **NONDISCRIMINATION.** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice

which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

Section 2-97. Affirmative Action Officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith

present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred

by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

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

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

17. **TERMINATION.**

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

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

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

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

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

1/11/00

ACCEPTED AND AGREED this _____ day of _____, 2009.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST: _____
Michael F. Brown
Clerk of the Board

By: _____
Chair, Board of Supervisors

By: _____
Deputy

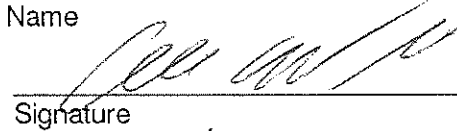
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
County Counsel

"CONTRACTOR"

By: 
Deputy


By: Allen Williams, Owner
Name



Signature

2/23/09
Date

77-0174005
IRS NO.

APPROVED AS TO FORM:

By: 
Ray Aromatoro, ARM, AIC
Risk Program Administrator


APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA

By: _____
Auditor-Controller

DESCRIPTION OF SERVICES**ENTRANCES****EXHIBIT A**

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills, ledges and heat registers.

Corners/Thresholds - Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors and Cove bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the County. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue. Walls behind waste/trash cans need to be cleaned.

ELEVATORS

Tracks - Shall be free of dirt and debris. Tracks shall appear visibly clean to include the elimination of standing water from wet cleaning procedures.

Lights - Shall be free of dust, cobwebs, soil and stains without causing damage. Diffusers shall remain in proper position and they shall appear streak-free, film free and uniformly clean.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine to include the elimination of polish residue and/or film.

Floors, Carpet and Cove bases - Shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the County. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

CORRIDORS

Floors and Cove bases - Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine, unless otherwise directed by the County. Floors shall appear visibly and uniformly smooth and clean to include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Water Fountains - Shall be free of dust, cobwebs, soil, scale and water spots without causing damage.

Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

STAIRWELLS

Rails and Walls - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings - Shall be free of dust, cobwebs, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

RESTROOMS

Special Note: Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the County. Sanitation levels shall be closely monitored by inspection and approved testing methods.

Dispensers - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled with proper expendable supply item. Reserve products shall not be left in restrooms unless otherwise directed by Contract Administrator.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, cobwebs, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions - Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls and Doors - Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by the County. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film. All mop water will be changed prior to the mopping of each restroom floor.

Air Vents - Shall be free of dust, cobwebs and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs and soil without causing damage. Diffusers shall remain in proper position and appear streak-free and uniformly clean.

OFFICES

Furniture and Equipment - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Walls and Doors - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Partitions - Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Floors, Carpet and Baseboards - Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by the County. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

KITCHENS/BREAKROOMS

Cabinets, refrigerator and microwave - exterior tops, sides and front shall be cleaned and free of dust, soil, cleaner residue and soap film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of any offensive odor emitting from the container. Walls adjoining waste container require special attention and need to be kept clean.

Floors and Baseboards - Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent high-shine, unless otherwise directed by the County. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

MISCELLANEOUS

Air Vents - Shall be free of dust, cobwebs, and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures - Shall be free of dust, cobwebs, and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

Ceilings – All cobwebs shall be removed.

Range exterior/cooktop/oven, microwave interior and refrigerator interior shall be defined as additional services for an additional fee to requesting department.

JANITOR CLOSETS AND STOREROOM

Shelves - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized and neatly on shelves.

Janitor Carts - Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil and organized neatly.

Walls - Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Utility Sinks - Shall be free of dust, cobwebs, soil, cleaner residue and soap film.

Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Bright work shall be cleaned, de-scaled and polished.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by the County. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

TRASH REMOVAL/TRASH CONTAINERS

Contractor shall facilitate the County's current waste recycling program that requires each agency to separate recyclable from non-recyclable waste. All work areas shall be provided with separate waste containers for this purpose. The Contractor shall empty recyclable and non-recyclable waste into designated containers.

Waste removal shall be to containers designated by the County and shall be deposited in such a manner that it will not fly around causing a mess or nuisance. Waste containers shall be fitted with correct-sized liner.

A) COST PER HOUR FOR ADDITIONAL CLEANING

To be included with in the below samples, Contractor will provide a "cost per hour" summary to include employee hourly rate, cost for any supplies used, cost per hour, overtime anticipated, etc.

B) STRIP & WAX VINYL/COMPOSITION/RESILIENT FLOOR

Completely remove old finish or wax from floors using a concentrated solution of an approved liquid cleaner. Cleaning solution is to be applied with a mop and scrubbed with an electric polishing machine with a scrub brush or a medium grade scrubbing pad. Stubborn spots, gum, rust, burns, etc., not removed by machine shall be removed by hand with a scouring pad dipped in the cleaning solutions. Corners and other areas that cannot be reached by the polishing machine shall be scrubbed and thoroughly cleaned by hand. Care shall be exercised to prevent the splashing or marring of baseboards, walls and furniture. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied, which results in a consistent high-shine, unless otherwise directed by the County. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

C) STRIP & WAX SPANISH TILE/CONCRETE/CERAMIC FLOOR

Hard surface floors such as brick, terrazzo, ceramic and Spanish tile, marble, etc. shall receive the same maintenance treatment as resilient floors detailed above, with the exception that after the stripping operation, floors shall be sealed with an approved penetrating water-based sealer.

D) STEAM CLEAN INDIVIDUAL CHAIRS

Upon request, chairs will be steam cleaned with a hot water extraction and an approved liquid cleaner to remove all spots, stains, etc. A final extraction will be done with a clean basin of water to ensure all chairs are left free of solution residue and odor.

E) EMERGENCY CALL-OUT

Upon request, CONTRACTOR may provide an employee to respond to emergency situations.

**Service Locations & Bid Price Sheet
Contracted Facilities in Downtown Santa Barbara**

Frequency	Bldg #	Building	Address	Hours per month	Monthly Cost
5x	F02002	Courthouse Annex	1100 Anacapa Street	46	742. ⁰⁰
5x	F02003	County Courthouse <i>HALL OF RECORDS</i>	1100 Anacapa Street	49	794. ⁰⁰
5x	F02003	County Courthouse, Common Areas	1100 Anacapa Street	157	2,534. ⁰⁰
5x	F02003	County Courthouse, County Occupied Areas	1100 Anacapa Street	30	489. ⁰⁰
5x	F02004	Courthouse, East Wing	1105 Santa Barbara Street	73	1,176. ⁰⁰
5x	F01006	District Attorney's Office	1112 Santa Barbara Street	158	2,555. ⁰⁰
5x	F01001	Schwartz Building	130 East Victoria Street	78	1,263. ⁰⁰
5x	F01011	Probation Building	117 East Carrillo Street	118	1,906. ⁰⁰
5x	F01005	Administration Bldg	105 East Anapamu Street	320	5,164. ⁰⁰
5x	F01002	McDonald Building	1126 Anacapa Street	49	789. ⁰⁰
5x	F01004	Engineering Building	123 East Anapamu Street	227	3,660. ⁰⁰
2x	D44001	Rocky Nook Park Office	610 Mission Canyon Road	23	368. ⁰⁰

Grand Total of Monthly Invoicing: 1,328 \$ 21,440.⁰⁰

Q. M.

EXHIBIT II - Task Frequency 5 Times a Week

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
PUBLIC AREAS									
Floor: Hard, Dust and dry mop		X							
Floor: Hard, spot damp mop		X							
Floor: Hard, damp mop						X			
Floor: Hard, wax and buff							X		
Floor: Carpet, vacuum		X							
Floor: carpet, spot clean		X							
Floor: carpet bonnet									X
Floor: carpet extraction									X
Floor: sweep entry (outside building doors 10 ft)		X							
Dust: fixtures, desks, counters, etc up to 72 inches				X					
Dust: fixtures, desks, counters etc from 72 inches and above						X			
Walls: spot clean walls, areas around fixtures, doors/glass				X					
Trash: empty and clean containers and insert new liners	X								
Spot clean doors, frames, counters, handles and railings		X							
Spot clean interior and exterior glass doors	X								
PRIVATE AREAS									
Floor: hard, dust and dry mop					X				
Floor: hard, spot damp mop					X				
Floor: hard and damp mop						X			
Floor: hard, wax and buff							X		
Floor: carpet vacuum				X					
Floor: carpet and spot clean					X				
Floors: carpet bonnet									X
Floors: carpet extraction									X
RESTROOMS									
Floor: damp mop floor & baseboards w/germicidal solution	X								
Floor: machine strip, scrub and wax							X		
Walls: dust all surfaces and ledges, including vents	X								
Walls: clean and sanitize all fixtures	X								
Walls: clean and polish all metal and mirrors	X								
Walls: spot clean walls, areas around fixtures and doors	X								
Walls: wash and sanitize walls and partitions				X					
Trash: empty and clean containers and insert new liners	X								
General: replenish toilet tissue, paper towels, seat covers, deodorizer spray and soap dispensers	X								
TRASH AND RECYCLING									
Empty all public and master trash (trash and recycle) containers in hallways, insert new liners	X								
Remove full trash & recycle bags from building & deposit in appropriate outside dumpsters.	X								
MISCELLANEOUS									
Clean and sanitize drinking fountains	X								
Clean and sanitize sink and counter in staff break areas		X							
SECURITY AND MAINTENANCE									
Turn off all lights except night lights	X								
Close windows	X								
Lock all doors	X								
Turn in building keys to Supervisor	X								
Notify Facilities Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc)	X								

EXHIBIT II -Task Frequency 3 Times a Week

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
PUBLIC AREAS									
Floor: Hard, Dust and dry mop		X							
Floor: Hard, spot damp mop		X							
Floor, Hard, damp mop						X			
Floor: Hard, wax and buff							X		
Floor, Carpet, vacuum		X							
Floor: carpet, spot clean		X							
Floor: carpet bonnet									X
Floor: carpet extraction									X
Floor: sweep entry (outside building doors 10 ft)		X							
Dust: fixtures, desks, counters, etc up to 72 inches				X					
Dust: fixtures, desks, counters etc from 72 inches and above						X			
Walls: spot clean walls, areas around fixtures, doors/glass				X					
Trash: empty and clean containers and insert new liners		X							
Spot clean doors, frames, counters, handles and railings		X							
Spot clean interior and exterior glass doors		X							
PRIVATE AREAS									
Floor: hard, dust and dry mop						X			
Floor: hard, spot damp mop						X			
Floor: hard and damp mop						X			
Floor: hard, wax and buff							X		
Floor: carpet vacuum				X					
Floor: carpet and spot clean						X			
Floors: carpet bonnet									X
Floors: carpet extraction									X
RESTROOMS									
Floor: damp mop floor & baseboards w/germicidal solution		X							
Floor: machine strip, scrub and wax							X		
Walls: dust all surfaces and ledges, including vents		X							
Walls: clean and sanitize all fixtures		X							
Walls: clean and polish all metal and mirrors		X							
Walls: spot clean walls, areas around fixtures and doors		X							
Walls: wash and sanitize walls and partitions				X					
Trash: empty and clean containers and insert new liners		X							
General: replenish toilet tissue, paper towels, seat covers, deodorizer spray and soap dispensers		X							
TRASH AND RECYCLING									
Empty all public and master trash (trash and recycle) containers in hallways, insert new liners		X							
Remove full trash & recycle bags from building & deposit in appropriate outside dumpsters.		X							
MISCELLANEOUS									
Clean and sanitize drinking fountains		X							
Clean and sanitize sink and counter in staff break areas				X					
SECURITY AND MAINTENANCE									
Turn off all lights except night lights		X							
Close windows		X							
Lock all doors		X							
Turn in building keys to Supervisor		X							
Notify Facilities Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc)		X							

EXHIBIT II - Task Frequency 2 Times a Week

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
PUBLIC AREAS									
Floor: Hard, Dust and dry mop			X						
Floor: Hard, spot damp mop			X						
Floor: Hard, damp mop						X			
Floor: Hard, wax and buff							X		
Floor, Carpet, vacuum			X						
Floor: carpet, spot clean			X						
Floor: carpet bonnet									X
Floor: carpet extraction									X
Floor: sweep entry (outside building doors 10 ft)			X						
Dust: fixtures, desks, counters, etc up to 72 inches				X					
Dust: fixtures, desks, counters etc from 72 inches and above						X			
Walls: spot clean walls, areas around fixtures, doors/glass				X					
Trash: empty and clean containers and insert new liners			X						
Spot clean doors, frames, counters, handles and railings			X						
Spot clean interior and exterior glass doors			X						
PRIVATE AREAS									
Floor: hard, dust and dry mop					X				
Floor: hard, spot damp mop					X				
Floor: hard and damp mop						X			
Floor: hard, wax and buff							X		
Floor: carpet vacuum				X					
Floor: carpet and spot clean					X				
Floors: carpet bonnet									X
Floors; carpet extraction									X
RESTROOMS									
Floor: damp mop floor & baseboards w/germicidal solution			X						
Floor: machine strip, scrub and wax							X		
Walls: dust all surfaces and ledges, including vents			X						
Walls: clean and sanitize all fixtures			X						
Walls: clean and polish all metal and mirrors			X						
Walls: spot clean walls, areas around fixtures and doors			X						
Walls: wash and sanitize walls and partitions				X					
Trash: empty and clean containers and insert new liners			X						
General: replenish toilet tissue, paper towels, seat covers, deodorizer spray and soap dispensers			X						
TRASH AND RECYCLING									
Empty all public and master trash (trash and recycle) containers in hallways, insert new liners			X						
Remove full trash & recycle bags from building & deposit in appropriate outside dumpsters.			X						
MISCELLANEOUS									
Clean and sanitize drinking fountains			X						
Clean and sanitize sink and counter in staff break areas				X					
SECURITY AND MAINTENANCE									
Turn off all lights except night lights			X						
Close windows			X						
Lock all doors			X						
Turn in building keys to Supervisor			X						
Notify Facilities Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc)			X						

EXHIBIT II - Task Frequency 1 Time a Week

Extent of Service	5x week	3x week	2x week	Weekly	2x month	Monthly	Quarterly	2x annually	Annually
PUBLIC AREAS									
Floor: Hard, Dust and dry mop				X					
Floor: Hard, spot damp mop				X					
Floor: Hard, damp mop						X			
Floor: Hard, wax and buff							X		
Floor: Carpet, vacuum				X					
Floor: carpet, spot clean				X					
Floor: carpet bonnet									X
Floor: carpet extraction									X
Floor: sweep entry (outside building doors 10 ft)				X					
Dust: fixtures, desks, counters, etc up to 72 inches				X					
Dust: fixtures, desks, counters etc from 72 inches and above						X			
Walls: spot clean walls, areas around fixtures, doors/glass				X					
Trash: empty and clean containers and insert new liners				X					
Spot clean doors, frames, counters, handles and railings				X					
Spot clean interior and exterior glass doors				X					
PRIVATE AREAS									
Floor: hard, dust and dry mop					X				
Floor: hard, spot damp mop					X				
Floor: hard and damp mop						X			
Floor: hard, wax and buff							X		
Floor: carpet vacuum				X					
Floor: carpet and spot clean					X				
Floors: carpet bonnet									X
Floors: carpet extraction									X
RESTROOMS									
Floor: damp mop floor & baseboards w/germicidal solution				X					
Floor: machine strip, scrub and wax							X		
Walls: dust all surfaces and ledges, including vents				X					
Walls: clean and sanitize all fixtures				X					
Walls: clean and polish all metal and mirrors				X					
Walls: spot clean walls, areas around fixtures and doors				X					
Walls: wash and sanitize walls and partitions				X					
Trash: empty and clean containers and insert new liners				X					
General: replenish toilet tissue, paper towels, seat covers, deodorizer spray and soap dispensers				X					
TRASH AND RECYCLING									
Empty all public and master trash (trash and recycle) containers in hallways, insert new liners				X					
Remove full trash & recycle bags from building & deposit in appropriate outside dumpsters.				X					
MISCELLANEOUS									
Clean and sanitize drinking fountains				X					
Clean and sanitize sink and counter in staff break areas				X					
SECURITY AND MAINTENANCE									
Turn off all lights except night lights				X					
Close windows				X					
Lock all doors				X					
Turn in building keys to Supervisor				X					
Notify Facilities Manager of irregularities (unlocked doors, plumbing problems, lights not working, etc)				X					

EXHIBIT B

**PAYMENT ARRANGEMENTS
Compensation Upon Completion**

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 514,560.00.

Downtown Facilities: \$18,417.00/mo	\$221,004/fy	\$442,008/2 yr total
Common Occupied Areas: \$2,534.00/mo	\$30,408/fy	\$60,816/2 yr total
County Occupied Areas: \$489.00/mo	\$5,868/fy	\$11,736/2 yr total

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 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 presentation in the amount of **\$21,440.00 per month**.

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

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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

INSURANCE

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall

cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

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

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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

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

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

EXHIBIT D

NOT APPLICABLE.

INTENTIONALLY LEFT BLANK

EXHIBIT E

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose protected health information ("PHI")¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation "Electronic Protected Health Information" ("EPHI")².

2. Further Disclosure of PHI

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

3. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

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

4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate

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

6. Access to PHI

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

¹ "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

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

7. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

9. Accounting of Disclosure

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

10. Records Available to Covered Entity and Secretary

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

11. Destruction of PHI

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

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

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

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

12. Amendments

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

13. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

14. Termination of Agreement

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

15. Definitions

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

16. Interpretation

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

