

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # *B-4

Urgent

Routine

AGENDA DATE October 27, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Agreements for Ancillary Services for Fiscal Year 2009-2010 - Behavioral Health and Recovery Services

STAFF RECOMMENDATIONS:

1. Approve the agreements with the service providers for ancillary services through the end of Fiscal Year 2009-2010 included in this agenda item.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreements included in this agenda item.
3. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to all agreements included in this agenda item, to add services and payment for services up to \$25,000 per agreement, budget permitting, throughout Fiscal Year 2009-2010.

FISCAL IMPACT:

Behavioral Health and Recovery Services approved budget for Fiscal Year 2009-2010 includes funding in the amount of \$128,637 for the agreements listed in this agenda item. There is no unbudgeted impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-717

On motion of Supervisor Chiesa, Seconded by Supervisor Grover, and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Behavioral Health and Recovery Services contracts with numerous individuals and agencies to provide mental health, alcohol and other drug and ancillary services to Stanislaus County residents. In most cases, individuals and agencies are selected through a competitive process, which takes into account specific expertise, as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes effectively, along with availability of funding. While a number of agencies have successful, long term partnering relationships with Behavioral Health and Recovery Services, all major provider agreements continue to be reviewed and, consistent with Board of Supervisors' direction, competitive bids will be sought periodically.

Behavioral Health and Recovery Services experiences occasional funding opportunities and unanticipated increases in the utilization of services throughout the year. On many occasions, this additional funding is time sensitive; hence, the Department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$25,000 to the agreements included in this agenda item, budget permitting, without further action by the Board of Supervisors, throughout Fiscal Year 2009-2010.

As required by the Board of Supervisors on January 25, 2006, the following table includes a cumulative value of prior contracts with these vendors for the period beginning July 1, 2003 through June 30, 2010.

Department	Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period	Proposed Contract Amount and Time Period	Cumulative Contract Total
Behavioral Health and Recovery Services	Stanislaus Recovery Center	ABM Engineering	Facilities Maintenance	\$1,120,300 (7/1/03-10/31/09)	\$115,637 (11/01/09-06/30/10)	\$1,235,937
Behavioral Health and Recovery Services	Stanislaus Recovery Center	Universal Building Services and Supply Company	Janitorial Services	\$198,015 (7/1/03-10/31/09)	\$13,000 (11/01/09-06/30/10)	\$211,015

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of *A healthy community, Effective partnerships and Efficient delivery of public services.*

STAFFING IMPACT:

There are no staffing impacts associated with this item.

2009-717 B4
10/27/09

BOARD OF SUPERVISORS

**AGREEMENT
FOR**

**2010 DEC 10 10:01 AM
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and ABM Engineering Services Company, a California Corporation with its principle place of business located at 160 Pacific Avenue, Ste 222, San Francisco, CA 94111 ("Contractor") on November 1, 2009.

Recitals

WHEREAS, the County has a need for services involving plant maintenance and engineering at Stanislaus Recovery Center (SRC); and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibit A, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and

permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention,

in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and

with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is

provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or

local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Behavioral Health and Recovery Services
Attn: Contract Manager
800 Scenic Drive
Modesto, CA 95350

To Contractor: ABM Engineering Services
Attn: W. Adam Kilburn, Branch Manager
1266 Fourteenth Street
Oakland, CA 94607-2247
(510) 287-5433

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect

which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.


21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

ABM ENGINEERING SERVICES COMPANY

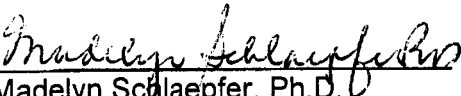
By: 
Denise C. Hunt, RN, MFT
Behavioral Health Director

"County"

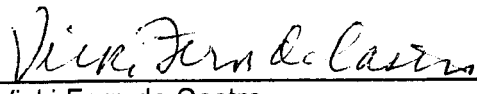
By: 
Steve Mitchell
Vice President/Regional Manager

"Contractor"

APPROVED AS TO CONTENT:

By: 
Madelyn Schlaepfer, Ph.D.
Associate Director of Operations

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Vicki Fern de Castro
Deputy County Counsel

BOS Action Item: 2009-717, October 27, 2009

EXHIBIT A

A. SCOPE OF WORK - Facility Maintenance Requirements

1. Skilled labor to provide routine and preventative maintenance to keep in good repair SRC facilities and the existing mechanical systems located in Ceres as follows:

Stanislaus Recovery Center (SRC), 1904 Richland Avenue, Ceres
2. Facility description:

Stanislaus Recovery Center is approximately 30-35 years in age, 30,000 square feet, and is a residential facility, operational twenty-four (24) hours a day, seven (7) days a week
3. County and Contractor shall each designate a Project Manager. Any special requests, changes or revisions shall be discussed and agreed to in advance by the parties' respective Project Manager. The designated Project Manager for County will be Debbie Vieira, Stanislaus Recovery Center Site Administrator. For Contractor the Project Manager will be W. Adam Kilburn, Branch Manager.
4. Contractor will provide skilled labor to keep in good repair all heating and air conditioning equipment, plumbing fixtures, locks, door hardware, lighting, electrical wiring and fixtures due to normal wear and tear. Contractor shall be capable, experienced, and knowledgeable in the following areas:
 - 4.1 Painting
 - 4.2 Sheet rock-dry wall repair
 - 4.3 Basic electrical
 - 4.4 General mechanical
 - 4.5 Basic wood working skills
 - 4.6 Involvement with chemicals
 - 4.7 Fire protection equipment
 - 4.8 Food preparation equipment
 - 4.9 Plumbing
 - 4.10 Heating ventilation and air conditioning systems
 - 4.11 Locks and hardware
 - 4.12 Health care maintenance
5. Contractor shall be required, on a daily basis, to perform equipment rounds checking pressures, temps and operation of mechanical equipment. Complete unit rounds on all buildings to check for safety issues and damage caused by clients the previous evening. Pick up work requests during unit rounds. Complete logs on morning equipment rounds and on preventative maintenance schedule of equipment and start work on priority work orders and preventative maintenance of equipment. Inspect and report all hazardous conditions.

Frequency	Logs and Documents to be maintained
Daily:	Equipment rounds Key control log Work order requests Safety check patients equipment, as needed
Weekly	Vehicle inspection
Monthly	Preventative maintenance manuals Fire extinguisher checks Fire door checks Fire drill life safety documents
Quarterly	Utilities Management Plan documents Fire protection system documents P.M. Material Safety Data Sheets documents Phone system log
Semi-Annually	Conduct and document disaster preparedness drills Conduct and document Code 911 drills Equipment test & inspections
Annually	Fire system test and inspection of all devices and systems Back flow preventers test inspections

6. In addition to the above requirements, Contractor's Maintenance Supervisor must provide the following services:

- 6.1 Review invoices generated by SRC engineering department, contracted work, parts, and supplies.
- 6.2 Perform Clinical, Security, and Engineering Environmental rounds for deficiencies bi-monthly.
- 6.3 Resolve complaints related to engineering.
- 6.4 Meet with Fire Marshall during scheduled and unscheduled inspections. Communicate with Fire Marshall any resolutions for site deficiencies.
- 6.5 Submit purchase order requests
- 6.6 Serve as liaison to contractors providing repair, maintenance services, garbage collection, linen services, and pest control.
- 6.7 Provide problem-solving activities in areas related to engineering and grounds maintenance.

7. Contractor shall abide by all safety and health laws, standards, rules, regulations, or orders, and all OSHA requirements ("health and safety laws"). Contractor shall not permit any work to be done on site that is in violation of any health and safety laws. In addition, Contractor shall be expected to provide training to Contractor's employees in requirements of health and safety laws and OSHA standards and training guidelines, including, but not limited to the following areas:

7.1 SPECIFIC OPERATIONS

7.1.1 Awareness of asbestos and lead in the workplace

- 7.1.2 Working safely in confined spaces
- 7.1.3 Lockout/Tagout on electrical systems and electrical safety
- 7.1.4 Machine safety
- 7.1.5 Welding, cutting, and brazing safety
- 7.1.6 Compressed gases and compressed air
- 7.1.7 Blood borne pathogens and universal precautions

7.2 PERSONAL PROTECTION

- 7.2.1 Preventing slips, trips, and falls
- 7.2.2 Respirators and other protective equipment
- 7.2.3 Hearing, hand, head protection
- 7.2.4 Tailgate meeting

8. County shall be responsible, upon approval, for the costs of parts, materials, and subcontractors necessary to perform occasional specialty services.

B. CONFIDENTIALITY AND INFORMATION SECURITY

Contractor shall comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and Security Standards as outlined in Attachment 1.

C. INSURANCE

Delete Section 6.2 in its entirety and replace with the following:

- 6.2 Any deductibles, self insured retentions or named insureds must be declared in writing and approved by County. Any such approval by County shall not be unreasonably withheld. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

D. DEFENSE AND INDEMNIFICATION

Delete Section 7 in its entirety and replace with the following:

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents,

representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

- 7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
- 7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

E. RECORDS AND AUDIT

Delete Section 9.2 in its entirety and replace with the following:

9.2 Any authorized representative of County shall have reasonable access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

F. ASSIGNMENT

Delete Section 12 in its entirety and replace with the following

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. With the exception of wholly owned subsidiaries of ABM Industries, Inc., Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

G. COMPENSATION

Contractor shall be compensated for the services provided under this Agreement as follows:

1. Contractor shall submit monthly invoices which include all payroll costs, employee benefits, costs for employee taxes & insurance, Health & Welfare, Uniforms, and a 5% Management Fee. County shall pay invoices within thirty (30) calendar days of receipt. Invoices shall be submitted to the following address:

Stanislaus County
Behavioral Health and Recovery Services
Attn: Accounts Payable
800 Scenic Drive
Modesto, CA 95350

2. An amount not to exceed \$2,500 shall be included in the agreement maximum to cover any pre-authorized emergency call time worked by Contractor.
3. The parties hereto acknowledge the maximum amount to be paid by County for plant maintenance and engineering services during the term of this agreement shall not exceed \$115,637 (GL 5249050).

H. TERM

1. Delete Section 3.4 in its entirety and replace with the following:

3.4 Either party may terminate this Agreement upon 30 days prior written notice to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

2. These services shall commence on November 1, 2009 and continue through June 30, 2010.

I. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.