

## **AGREEMENT FOR SERVICES #7818**

Janitorial Services – 1900 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Pro-Line Cleaning Services, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4400 Business Drive, Suite 200, Shingle Springs, California 95682 (hereinafter referred to as "Contractor");

### **RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide routine and recurring janitorial services for the Health and Human Services Agency, Behavioral Health Division (HHSB BHD), facility located at 1900 Lake Tahoe Boulevard, South Lake Tahoe, California 96150;

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

#### **ARTICLE I**

**Scope of Services:** Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified herein below and those services and tasks that are reasonably necessary for the completion of the work identified in this Scope.

Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified herein below.

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, and skillful manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

All of the services included in this Article hereto, are the responsibility of Contractor, unless specifically described as a task or item of work to be performed or provided by County. Contractor shall be solely responsible for the supervision, administration and work performed by any subcontractor for services rendered under this Agreement. Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Contractor agrees to provide routine and recurring janitorial services for the HHSA BHD facility located at 1900 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150 in accordance with the requirements listed below.

**A. County Responsibilities:**

1. County will be responsible for providing directions to Contractor. These directions will include but are not to be limited to the following:
  - a. Identify County's designated contact(s) for each building. The County's designated contact(s) will submit in writing to Contractor the names of County personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than County authorized personnel will not be accepted or paid for by County.
  - b. Provide training assistance to Contractor's staff in security protocols and procedures.
  - c. Establish time and frequency of direct meetings with Contractor's Project Manager.
  - d. Schedule inspections with Contractor's Project Manager.

**B. Contractor Responsibilities:**

1. Contractor shall be responsible for completing a janitorial check sheet similar to that of Exhibit A, marked "Janitorial Checklist," incorporated herein and made by reference a part hereof. Areas include, but are not limited to, all areas as diagramed in Exhibit B, marked "Facility Floor Plan," incorporated herein and made by reference a part hereof, and the outside patio.
2. Contractor shall provide all personnel, equipment, tools, materials, supervision and all other items and services necessary to perform the janitorial services as described in the specifications detailed herein. The required result is to maintain the facility(s) in such a manner as to provide a clean, healthy, and safe work environment for all occupants of and visitors to County-leased office building(s). The specifications contained in this document have been developed to establish the minimum level of janitorial services required by County.

3. Janitorial services shall be provided between the hours of 7:00 p.m. and 5:00 a.m., Monday through Thursday. Services for Friday may be provided Friday between the hours of 7:00 p.m. and 5:00 a.m. or on the following Saturday or Sunday between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays unless otherwise specified or with prior approval of County's designated contact(s). County will provide Contractor with a list of County holidays and, when possible, will provide advance notice of building closures due to unforeseen circumstances.
4. Contractor shall be responsible for all coordination and supervision of personnel associated with the janitorial service at County facilities. These activities shall include but may not be limited to the following:
  - a. Recruit, screen, background check, and train personnel to ensure Contractor's staff is capable of fulfilling the requirements of this Agreement.
  - b. Train employees in County's security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures.
  - c. Cooperate with County officials in investigation of suspected criminal activity committed by Contractor's employee(s) or witnessed by Contractor's employee(s).
  - d. Provide a Project Manager who shall be responsible for the performance of Contractor under this Agreement and who shall remain County's primary contact person for the duration of the Agreement. The Project Manager shall establish a routine for communications with County's designated contact(s) to ensure prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the County's designated contact(s). The Project Manager shall contact the County's designated contact(s) to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the Agreement and Contractor's performance.
  - e. Provide adequate field supervision to ensure Contractor's janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed written plan for providing supervision including a detailed written back up plan(s) in the event janitorial staff is absent or leaves premises prior to completion of duties, must be provided in writing to County.
  - f. Develop an internal monitoring system that shall be used to ensure service quality. Said internal monitoring system shall include non-scheduled spot checks as well as regularly scheduled written inspections with a copy to the County's designated contact(s). County's designated contact(s) may choose to inspect with or independently of Contractor.
  - g. Evaluate staff performance.
  - h. Report vandalism and/or damage of County's property to the County's designated contact(s) immediately upon discovery.
  - i. Inform Contractor's employees that County equipment shall not be used by Contractor or Contractor's employees without prior written approval of County.
5. Contractor shall conform to all applicable Federal, State, and local laws, and to the requirements of this Agreement. In performing work under this Agreement, Contractor shall:

- a. Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of any person(s) performing or in any way coming into contact with the performance of this Agreement.
- b. Take all reasonable precautions to prevent the release of hazardous chemicals into the environment.
- c. Take such additional precautions as the County's designated contact may reasonably require for health, safety and environmental protection.
- d. Any violation of these health, safety and environmental rules and regulations, unless promptly corrected as directed by the County's designated contact, shall be grounds for termination of this Agreement in accordance with the Article titled "Default, Termination and Cancellation."
- e. **Damage Reports:** In all instances where County property or equipment is damaged, Contractor shall submit to the County's designated contact a full report of the facts and extent of such damage verbally within an hour by leaving a message at County's designated contact's phone number and in writing within 24 hours of the occurrence.
- f. **Chemical Spills:** The Contractor shall provide a plan that addresses incidental and emergency spills of any chemicals brought on-site.
- g. **Hazard Communications:** Contractor must maintain a minimum of three (3) updated Material Safety Data Sheets (MSDS) files on-site as follows:
  - i. One (1) shall be given to County's designated contact.
  - ii. One (1) shall be placed in Contractor's Agreement file.
  - iii. One (1) shall be kept in each janitorial closet located on premises.
- h. Contractor shall deliver quality service and ensure strict adherence to this Agreement.

**C. Contractor Responsibilities with Employee Recruitment:**

- 1. **Employee Screening:** Contractor shall have all employees screened prior to providing services on County premises. County will not pay for any screening processes. Contractor shall certify prior to their employee's first day providing services on County premises that the employee has successfully passed the following screening processes:
  - a. Conduct background checks, including criminal history, based on residency location every three (3) years.
  - b. Persons with any history of drugs, violence of any type including weapons violations, theft of all types, fraud, and/or forgery shall not be assigned to work at any County facility. Violation of these requirements may, at County's discretion, be a cause for Agreement termination.
- 2. Contractor shall provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the designated County contact(s) shall be notified prior to the change. In addition, staff shall be capable of:
  - a. Communicating and responding to County regarding services provided under this Agreement.
  - b. Using the necessary public relations skills to deal with employees and patrons in a professional, courteous, and businesslike manner.
- 3. County reserves the right to require Contractor to remove any janitorial personnel from further duty at County without cause and without the right to recover damages by such janitorial employee or by Contractor from County. If County requires the removal of any janitorial personnel from duty, County may, at its sole discretion, provide

Contractor the reasons for the removal demand. However, County is not required to provide such reasons, Contractor may not challenge such reasons, and Contractor shall promptly remove and replace an individual janitorial employee when requested to do so by County.

**D. Contractor Responsibilities with the Identification and Conduct of Contractor's Employee(s):**

1. Contractor shall ensure that only their properly identified employees are permitted on the County premises during the performance of services herein.
2. Contractor shall be held strictly accountable for damages to County property or breaches of security caused by its employees.
3. Contractor's employees shall wear clean and neat clothing or uniforms supplied by the Contractor at all times during the performance of services while on County premises.
4. Contractor's employees must wear a badge in plain view indicating the employee's name and company name, while on County premises.

**E. Contractor Responsibility re: Confidentiality:**

1. All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be strictly treated by Contractor and Contractor's staff as confidential information. Contractor and Contractor's staff shall not disclose or use, directly or indirectly, at any time any such confidential information.
2. Contractor shall be bound to confidentiality any information its employees may become aware of during the course of performance of contracted tasks. Breaches of confidentiality by Contractor or by its staff shall constitute grounds for immediate cancellation of the Agreement and may result in legal action.
3. Each of Contractor's employees, including temporary staff, shall be required to annually sign an "Employee Confidentiality Agreement" using Exhibit C, incorporated herein and made by reference a part hereof, as an example. Contractor shall keep a copy of the Employee Confidentiality Agreement. Contractor to provide a copy of any signed "Employee Confidentiality Agreement" to County upon request by County.

**F. Supplies:**

1. Contractor agrees to:
  - a. Furnish all supplies and materials necessary for the proper performance of each janitorial service, which include but are not limited to brooms, brushes, dust cloths, wet and dry mops, ladders, sponges, squeegees, porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes (UL approved slip-resistant), wax stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. At a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications. Contractor shall, as much as feasibly possible, use "scent free" material and supplies. Contractor shall not use any material or supplies which the County's designated contact(s) determine would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.
  - b. Provide all necessary cleaning equipment including but not limited to buffing machines, industrial type vacuum cleaners, hot water extraction equipment, and supplies needed for the performance of the work under this Agreement. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the County's designated contact(s). Said approval shall

not be unreasonably withheld. Equipment deemed by the County's designated contact(s) to be of improper type or design or inadequate for the purpose intended shall be replaced by Contractor.

- c. Contractor shall provide to the County's designated contact(s) Material Safety Data Sheets (MSDS) for all chemicals used or stored in the buildings and posted the MSDS in all janitorial closets.
  - d. Contractor shall provide hazardous chemical training to Contractor's employees.
  - e. Contractor agrees to ensure all supplies stored in the janitor closet(s) shall meet Fire Code requirements, including, but not limited to, 18" ceiling clearance.
  - f. Contractor agrees to submit a supply order to designated County contact(s) at least one (1) month before they anticipate that they shall run out of County-provided consumable supplies.
2. County agrees to:
- a. Supply necessary consumable supplies for facility and restroom(s). Consumable supplies will include but not be limited to trash bags, hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, toilet seat covers, electric light bulbs and fluorescent tubes.
  - b. Provide storage (janitor closet) for Contractor to store any necessary supplies, materials, and equipment.
  - c. Furnish electrical power at existing power outlets for Contractor's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose.

**G. Contractor Daily Services:**

1. General

- a. Dusting: Contractor shall "low" dust all exposed surfaces daily, including desks, filing cabinets, cabinets, tables and chairs, partition ledges, telephones, bookcases and other office equipment with the exception of desks and tables covered with papers and other work materials. Contractor is to take care not to disturb any documents, files, or work papers left on interior desks, office equipment, and reception desk. Desk and cabinet tops left clear of papers and other work materials shall be "low dusted." Contractor shall wipe windowsills, clean cobwebs, and dust behind movable items on nurse's station counters. Contractor shall accomplish all dusting by the removal of soil from the area by the most effective means appropriate, i.e., treated dusting cloths, feather dusters, or vacuum tools, and not by moving dust from one surface to another. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools.
- b. Hard Surface Floor Areas:
  - i. Sweep and Dust Mop: Contractor shall thoroughly sweep and dust mop all hard surface areas. Contractor shall move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). All items moved shall be replaced in their original found position. Contractor shall treat dust mops with water-based dust control chemical. Contractor shall place dust and dirt into plastic trash bags, tied off, and removed outside to the dumpster. After sweeping and damp mopping operation, Contractor shall ensure that all floors are clean and free from strings, bristles, and dirt streaks. No dirt shall be left in corners, under furniture, behind doors, etc. No dirt shall remain where sweepings were

- picked up. No dirt, trash, or foreign matter shall be left under desks, tables, or chairs.
- ii. Damp Mop: Contractor shall thoroughly damp mops all hard surface floor areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). All items moved by Contractor shall be replaced in their original position after floor has dried completely. Contractor shall utilize a clean cotton mop head that is in good condition for mopping. Contractor shall utilize a separate mop head for the following three (3) areas: bathroom, kitchen (if applicable), and common areas. Contractor shall use clean water at all times and water shall be changed often. Mop head(s) must be only damp and no excess water shall be left behind on the floors. Safe and approved proper chemicals shall be used at all times and at proper dilution. Finished floor shall be clean and streak free.
- c. Carpeted Floor Areas:
    - i. Vacuum all carpeted areas: Contractor shall empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off, and remove to the dumpster. As part of the vacuuming process, carpet spot cleaning is required on a daily and ongoing basis. County requires that a motor-driven commercial grade vacuum with High Efficiency Particulate Absorbing (HEPA) filtered exhaust or equipment that meet these standards be used exclusively by Contractor in all carpeted areas.
  - d. Contractor shall remove all fingermarks and dirt smudges from walls, doors, door windows, doorjamb, windows, window partitions, woodwork, light switch cover plates, light switches, doorknobs and handles, entrance door push rails (front and back) and all associated surrounding areas.
  - e. Contractor shall empty and clean the interior and exterior of all interior and exterior trash receptacles and cigarette urns, unless otherwise marked, and perform the following trash disposal duties:
    - i. Collect all designated wastepaper and trash in either plastic leak-proof trash bags or in leak proof containers and dispose of immediately in dumpster, and
    - ii. Replace interior and exterior trash receptacles with leak-proof trash bags or liners on as "as needed" or "as requested" basis; and
    - iii. Wipe down the interior and exterior of all garbage cabinets, including the floor area beneath the trash receptacle inside each garbage cabinet; and
    - iv. Ensure all trash receptacles and sanitary napkins/tampon disposal receptacles have fresh trash bags or liners.
    - v. Empty and clean cigarette urns outside building's exterior doors:
    - vi. Remove cigarettes, cigarette butts and trash from cigarette urns ashtray and place in a metal container separate from other waste material; and
    - vii. Sift and/or stir sand to ensure all cigarette butts and trash has been removed; and
    - viii. Empty trash from trash receptacle located under cigarette urn ashtray.
  - f. Contractor shall sweep sidewalk outside all entrance and entry areas ensuring it is free of debris and dirt.
  - g. Contractor shall police all sidewalks, parking areas, planter strips or boxes, grassed areas, rock gardens, shrubbery, entryways and dumpster areas and remove all trash and discarded materials including but not limited to cigarette butts and beverage containers from these areas and deposit in dumpster.

- h. Contractor shall break down any cardboard boxes generated by supplies, materials or equipment used by Contractor and placed in the designated recycling dumpster area.
  - i. Contractor shall replace light bulbs and ensure proper removal and installation as requested. Management and disposal by businesses of fluorescent light bulbs and other mercury-containing bulbs are regulated under the Resource Conservation and Recovery Act (RCRA) Universal Waste Rule (UWR) and Subtitle C hazardous waste regulations. Therefore, used fluorescent tubes may not be disposed of by Contractor and must be safely stored in an area approved by the County's designated contact.
  - j. Any articles or items of apparent value found by Contractor's staff in any area of the building or outside area(s) shall immediately be turned over to County's designated contact(s). Any articles of suspicious nature that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall immediately be reported to the police and to Contractor's Project Manager. Project Manager shall immediately contact County's designated contact(s) to apprise them of the situation.
2. Contractor shall sanitize and maintain the Lobby/Reception Areas as follows:
    - a. Wipe down and disinfect all lobby furniture, including chairs and tables.
    - b. Straighten furniture and printed material in the lobby and reception area.
    - c. Clean, disinfect, deodorize and polish all drinking fountains. All mineral and calcium deposits shall be removed. Thoroughly rinse to remove all traces of cleanser. Wipe entire surface with approved disinfectant solution. Any instance of damaged and/or inoperable drinking fountains shall be immediately reported to County's designated contact.
  3. Contractor shall maintain the Outside Patio as follows:
    - a. Sweep outside patio.
    - b. Wipe down furniture.
    - c. Separate and align all tables and chairs.
  4. Contractor shall sanitize and properly maintain the Wellness and Group Room Areas, including Interior Lunchroom Area as follows:
    - a. Clean, disinfect and deodorize all counters and table surfaces.
    - b. Clean and wipe down interior doors.
    - c. Separate and align all tables and chairs.
    - d. Clean and wipe down interior doors and exterior of microwave ovens.
    - e. Clean, disinfect and deodorize all lunchroom sinks.
  5. Contractor shall clean and maintain the Restrooms as follows:
    - a. Clean, disinfect and deodorize all sinks, commodes, toilet seats, urinals and baby changing stations.
    - b. Clean, disinfect and deodorize all dispensers, mirrors, counters and fixtures. All mineral and calcium deposits shall be removed.
    - c. Clean, disinfect and deodorize all restroom floors.
    - d. Clean, disinfect and deodorize all restroom entry area walls and doors.
    - e. Order and restock restroom supplies as required or requested:
      - i. Maintain adequate supplies of toilet paper, seat covers, sanitary napkins and tampons, toilet and urinal deodorizers, room deodorizers, paper towels and soap in restrooms.

- f. Check function of all dispensers and fixtures in all restrooms and ensure adequate amount of appropriate product remain in dispensers. Refill said dispensers if product level is low.
  - g. Pour one to two cups of water in p-trap drain located in each restroom floor to ensure a proper liquid seal between building and potential sewer gases.
  - h. Floor drains shall receive an enzyme treatment weekly or more often if requested by County's designated contact.
6. Contractor shall perform the following miscellaneous sanitization duties as follows:
- a. Perform all other services necessary to maintain premises in a clean and sanitary condition.
  - b. Report any noted maintenance problems to designated County contact(s).

**H. Contractor Shall Perform the Following Janitorial Services on at least A Once Per Week Basis (Unless Requested By County To Be Done More Often):**

- 1. Thoroughly dust all surfaces "high and low" using a treated duster. Dusting high and low includes but is not limited to file cabinets, partition tops, pictures, chair rungs, bookcases, all baseboards, chair rungs, ledges, windowsills and window coverings, tops of doorframes, air vents and inside of florescent light coverings, etc. Contractor shall accomplish dusting by the removal of soil from the area by the most effective means appropriate, i.e., treated dusting cloths, feather dusters, or vacuum tools, and not by moving dust from one surface to the other. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools. Contractor is to take care not to disturb any documents, files, or work papers left on interior desks, office equipment, reception desks, or interview booths.
- 2. Clean the sides of all furniture to remove smudges and/or marks on an as needed basis. Contractor is not to disturb any computers, papers, folders, etc., on desk. Desks are to be thoroughly cleaned when all items are removed from desk surfaces.
- 3. Remove cobwebs from ceilings, ceiling corners, ledges, molding, crevices, and corners.
- 4. Clean glass of all wall-hung picture frames.
- 5. Clean metal thresholds and trim around doors.
- 6. Spot clean upholstered furniture, as needed.
- 7. Spot clean carpet, as needed.
- 8. Using suction type vacuum, vacuum all fabric covered chairs leaving all fabric clean and free from dust balls, dirt and other debris.
- 9. Wash and buff all hard surface floors. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
- 10. Change air fresheners in bathrooms.
- 11. Clean, disinfect and deodorize to remove nonpermanent stains and soil from the interior and exterior of all lunchroom trash receptacles.

**I. Contractor Shall Perform the Following Janitorial Services on At Least a Once Per Month Basis:**

- 1. Shampoo carpets where required or requested using hot water extraction equipment and supplies and completely re-vacuum shampooed areas. Contractor shall shampoo inaccessible areas, including but not limited to corners, with manual scrubbing devices.

2. Wash and buff all hard surface floors. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
  3. Clean, disinfect and deodorize interior and exterior surfaces of refrigerators in lunchroom. Said cleaning does not include disposing of any items that may be in the refrigerator.
  4. Clean, disinfect and deodorize to remove nonpermanent stains and soil from the interior and exterior of all lunchroom trash receptacles.
- J. **Contractor Shall Perform the Following Janitorial Services on a Quarterly Basis (Defined as Every Three [3] Months):**
1. Dust vertical wall surfaces, ceiling fixtures, vertical blinds, moldings, overhead pipes, fire alarm bells, emergency lighting, clocks, and other high dusting requiring use of ladder.
  2. Wash the inside of all of all exterior windows.
- K. **Contractor Shall Perform the Following Janitorial Services on a Semi-Annual Basis (Defined as Every Six [6] Months):**
1. Wash and wipe clean all surfaces over six (6) feet in height. This shall include but is not limited to moldings, overhead pipes, ceiling fixtures, fire alarm bells, emergency lighting, clocks, file cabinets, etc.
  2. Where wall covering permits, wash, disinfect, and deodorize all interior walls, doors, and windows to remove all dirt, grime, and wax.
  3. Clean and wax all woodwork, wood paneling, door push rails (front and back), and doors.
  4. Clean the interior and exterior of all light diffuser lenses. Clean the interior of all light fixtures (reflectors). Clean all lamps. Only use a non-abrasive cleaner. Leave no streaks on lenses or reflectors. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
  5. Vacuum and/or wash dirt from all air grilles and diffusers using neutral cleaners. Rinse thoroughly, leaving no streaks or unwashed areas. Carefully avoid damage to ceiling tiles. Vacuum all surrounding dirt ceiling tiles and grid metal with brush attachments. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture.
  6. Remove carpet stains and completely vacuum and shampoo clean carpets using hot water extraction equipment and supplies. Completely re-vacuum all carpets after shampoo cleaning carpets. Contractor shall shampoo inaccessible areas, such as but not limited to corners, with manual scrubbing devices. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
  7. Wash inside and outside glass surface of all interior and exterior windows.
  8. Hard scrub, strip, and wax (using Underwriters Laboratory [UL] approved slip-resistant wax) all hard floor surfaces. More particularly:
    - a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.

- b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer, and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied shall depend on the type and condition of the floor. All waxed surfaces must be maintained to provide safe UL-approved anti-slip walking conditions. Great care must be taken to avoid using "loaded" pad (i.e., pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
- c. A schedule for the semi-annual floor maintenance to be established between the Contractor and County Contract Administrator to ensure all tile floors are stripped and waxed twice per year.

**L. Contractor Shall Perform the Following Janitorial Services During Month One in which This Agreement is in Effect and Annually Thereafter:**

1. Wash inside and outside glass surface of all interior and exterior windows.
2. Hard scrub, strip, and wax (using UL approved slip-resistant wax) all hard floor surfaces. More particularly:
  - a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.
  - b. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer, and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids. Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied shall depend on the type and condition of the floor. All waxed surfaces must be maintained to provide safe UL-approved anti-slip walking conditions. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Chairs, wastebaskets, and other similar items must not be stacked on desks, tables, or windowsills nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor-cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations and shall be left in a clean condition.
3. Remove carpet stains.
4. Completely vacuum and shampoo carpets using hot water extraction equipment and supplies. Said shampooing shall include all inaccessible areas.
5. Completely re-vacuum all carpets after shampooing.

**M. Additional Contractor Requirements:**

1. All monthly, quarterly, and semi-annual cleaning services are to be scheduled and calendared in advance of service and with the prior knowledge and approval of County's designated contact(s).
  2. Contractor and all Contractors' employees agree to adhere to County's non-smoking policy at all times they are working in or around the building.
  3. Contractor shall be responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.
- N. Contractor's Emergency Clean Up/Blood Borne Pathogens/Additional Cleanup Duties:**
1. County's designated contact(s) will assign additional cleanup duties to Contractor on an "as needed" basis or when an emergency occurs. Additional cleanup tasks may include but are not limited to dusting, vacuuming, mopping, carpet extraction, window washing, cleaning, and sanitizing an area in order to facilitate the removal of bodily fluids including but not limited to urine, blood, fecal matter, mucus, vomit, etc. from the premises. Contractor shall provide emergency onsite response within four (4) hours of notification.
  2. Contractor must provide their employees with basic blood borne pathogen training including required Hepatitis B immunization for personnel exposed or working on-site with blood or other potentially infectious materials. The full text of these two OSHA standards is found in 29 CFR 1910.1030 and 29 CFR 1910.1200, respectively.
  3. Specified waiver and compliance must be in accordance with the current Federal blood borne pathogen regulations. Any cost for vaccinations required will be the responsibility of Contractor. Contractor must also provide County with a copy of proof of such vaccination(s).
- O. Contractor's Supervision Requirements:**
1. Contractor agrees that its staff shall have adequate supervision to ensure that facilities are maintained consistently in accordance with the terms of this contract. Contractor shall furnish to each facility the name of an immediately available Project Manager to be contacted by County when problems occur.
  2. All services shall be provided under the direction of the County's designated contact(s). However, as required, Contractor agrees to meet on-site with key personnel at each office to discuss cleaning needs, view service, and receive direction and feedback.
- P. Contractor's Quality Assurance Plan Requirements:**
1. Contractor shall submit a Quality Assurance Plan, and said plan must be acceptable to County. Contractor shall not begin work under this Agreement until the Quality Assurance Plan, incorporating any changes required has been approved by County Health and Human Services Agency. The Contractor shall maintain and update the plan annually and within thirty (30) days of the start of any extension. Contractor's Quality Assurance Plan shall include:
    - a. The names and qualifications of individuals performing inspections and the extent of their authority.
    - b. Methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques.
    - c. Methods of documenting and enforcing quality assurance operation, including inspections and testing.
    - d. The format for Contractor's quality assurance report.
    - e. Method of control site keys and locks.

2. Quality Assurance Files: A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by Contractor throughout the term of the Agreement. This file shall be the property of County and be made available upon request by the County's designated contact within ten (10) days after completion or prior to termination of the Agreement. Final payment may be withheld pending County receipt of requested quality assurance files.
3. Quality Assurance Reports: Contractor shall submit to the County's designated contact by close of business the fifth (5<sup>th</sup>) working day of each month a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.
4. Acceptability: For purposes of acceptance, Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the term of the Agreement, including any extensions of Agreement term. Contractor shall notify the County's designated contact in writing of any proposed change to Contractor's Quality Assurance Plan. No change will be implemented prior to review and written approval by the County's designated contact.

**Q. Contractor's Inspection and Correction of Deficiencies Duties:**

1. Inspections by County's designated contact(s) will be conducted on a random basis for all specifications outlined in this Agreement.
2. Performance evaluations noting deficiencies in the Agreement's specifications will be provided to Contractor on a regular basis by County's designated contact(s). Any deficiency for a daily, weekly, or monthly task must be corrected within four (4) hours of notification. Any quarterly, semi-annual, or annual task deficiency must be corrected within twenty-four (24) hours of notification.
3. County's designated contact(s) will make the final decision as to whether or not any cleaning task has been satisfactorily performed.
4. If it is determined that the task has not been properly performed as intended, Contractor must immediately make the necessary changes.
5. Failure to correct specification deficiencies may result in the cancellation of Agreement by County.

**R. Contractor's Communication Requirements:**

1. County and Contractor shall communicate special janitorial requests or other issues by posting them in the log located near each janitor closet. County will provide Contractor with a floor plan of the facility that includes workstation and room numbers to help facilitate special janitorial requests or other issues.

**S. Nature of Contractor Relationship:**

1. Contractor is an independent contractor. County will not provide the following items for Contractor:
  - a. Liability Insurance;
  - b. Workers Compensation; or
  - c. Unemployment Compensation.
2. Contractor shall not act as an agent for County, nor shall Contractor be deemed an employee of County for any purpose whatsoever.
3. Contractor shall not enter into any agreement nor incur any obligations on the County's behalf or commit County in any manner without County's prior knowledge and written consent.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of September 1, 2023 through August 31, 2026.

**ARTICLE III**

**Compensation for Services:**

A. **Rates:** For the purposes of this Agreement, the billing rate shall be in accordance with the following:

- i. Full month – Rate shall correspond to the per month rate shown in the “Year 1-3 Annual Itemization” chart below.

Year 1-3 Annual Itemization		
Term	Per Month Total	Annual Total
09/01/23 – 08/31/24	\$2,503.29	\$30,039.48
09/01/24 – 08/31/25	\$2,703.55	\$32,442.60
09/01/25 – 08/31/26	\$2,919.83	\$35,037.96

- ii. Partial month - Rate shall be prorated on a daily basis and includes up to four (4) Emergency or Additional Clean Up Services per year as stated in **ARTICLE I, Scope of Services.**
- iii. Emergency or special janitorial requests beyond the scope of this Agreement shall be billed separately per the price approved by the County’s designated contact(s).

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a>                      Please include in the subject line:                      “Contract #, Service Month, Description /                      Program</p>	<p>County of El Dorado                      Health and Human Services Agency                      Attn: Finance Unit                      3057 Briw Road, Suite B                      Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following

the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

In the event that Contractor fails to deliver the services, documents, or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled "Default, Termination, and Cancellation." In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

#### **ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$99,000, inclusive of all costs, expenses, and taxes. Services provided for partial months shall be prorated on a daily basis. It will be the responsibility of Contractor to invoice for same.

#### **ARTICLE V**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VI**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **ARTICLE VII**

##### **Protection of Facilities:**

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the services described herein. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility during the performance of the services described herein.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.

- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

#### **ARTICLE VIII**

**Safety:** Contractor shall maintain safe conditions at the County's contracted building(s) or other locations to be serviced under this agreement during the performance of the services described herein for the public, County staff, and all persons performing the services required by this agreement. Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, cleaning solutions, materials, or other supplies, if applicable, in a sealed container and removing them at the end of each work day.

#### **ARTICLE IX**

**Registration of Contractors:** No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

#### **ARTICLE X**

**Records Examination and Audit Requirements:** Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

#### **ARTICLE XI**

**Payment of all Federal, State or Local Taxes:** Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

#### **ARTICLE XII**

**Compliance with all Applicable Laws:** Contractor shall conform to and abide by all applicable federal, state, and local laws including, but not necessarily limited to, labor, environmental and safety

laws, ordinances, resolutions, rules, and regulations. All services, work, and materials provided by Contractor shall be in full accordance with the latest rules and regulations of the safety orders of the California Department of Industrial Relations, and any and all other applicable laws and regulations.

**ARTICLE XIII**

**Reporting Accidents:** Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

**ARTICLE XIV**

**Workers' Compensation:** Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: *Karen Funk* Karen Funk (Jul 18, 2023 14:23 PDT) 07/18/2023  
*Paul Funk* Paul Funk (Jul 18, 2023 14:22 PDT) Dated: 07/18/2023

**ARTICLE XV**

**Facility Security and Confidentiality Requirements for Contractors Providing Janitorial Services:** Contractor agrees to comply with the following security and confidentiality requirements, and shall ensure the compliance of Contractor's employees and personnel (collectively referred to as "Contractor") as follows:

- A. Contractor shall comply with County's instructions regarding access to County facilities protected by any type of security alarm, monitor, system, device, service, or equipment. Contractor shall be responsible for all costs incurred by County as a result of Contractor's failure to comply with County's instructions, including but not limited to, any fees imposed by local law enforcement agencies, fees imposed by the vendor or company providing the security service, and the cost of any time required by County personnel. County may deduct any such costs incurred by County from any compensation due or owing Contractor under this Agreement.
- B. County shall provide Contractor with entry cards and/or keys (keys) necessary to perform the janitorial services required under this Agreement.
- C. Contractor shall be responsible for all keys issued for access to County premises and shall return said keys immediately upon termination of this Agreement. All costs accrued by County in reinstating facility security occasioned by loss of keys due to Contractor negligence shall be billed to Contractor. Contractor shall ensure that each of the Contractor's employees assigned

to perform the work under this Agreement each sign and date Exhibit D, marked "Acceptance of Liability for Borrowed Keys/Entry Cards," incorporated herein and made by reference a part hereof, prior to beginning work. Contractor shall retain the original signed and dated Exhibit D with their employee file and shall provide a copy of the fully executed Exhibit D to County's Contract Administrator prior to the first day of working at County facility.

- D. When performing services under this Agreement, only Contractor's authorized employees and personnel are allowed on the premises of the County facilities that are the subject of this Agreement (Subject Facilities).
- E. When performing services under this Agreement, Contractor shall not turn on or use any County electronic devices and shall not read any computer or digital screens, County documents or written materials located in the Subject Facilities.
- F. Contractor shall not remove any written materials from the Subject Facilities except those placed in the trash by County employees. Contractor shall treat all materials removed from the Subject Facilities for disposal as confidential, and shall take reasonable measures to ensure such materials are not accessible to or used by any person for any purpose other than proper disposal.
- G. Contractor shall comply with all additional security procedures applicable to the Subject Facility that are provided to Contractor by the County's designated contact, Contract Administrator or other designated agent for the County.
- H. Contractor shall not disclose any information learned during the performance of services under this Agreement to any third party.
- I. Contractor must maintain a secure environment while cleaning the facility.
  - i. Contractor shall be given instructions on County's sign in/out procedures. It shall be Contractor's responsibility to assure sign in/out procedures are strictly followed.
  - ii. No one shall be allowed access to or into any County facility except Contractor's employees who are responsible for performing actual janitorial services.
  - iii. Contractor's employees shall not have relatives or other personal visitors at the work site.
  - iv. Upon completion of work each day, Contractor's staff shall be responsible for turning off all lights, locking all doors in all offices, securing all entrances and exits to building prior to their departure, including but not limited to gates, and entries to management offices, and shall ensure that County employee "open" signs are turned to "closed." Immediately prior to leaving the premises at the end of their shift, employees shall ensure building's security alarm is properly alarmed. Failure to maintain a secure environment, properly secure the building, or set the security alarm shall result in a complaint to vendor and possible cancellation of the contract.
- J. The provisions of this Agreement relating to Security and Confidentiality shall survive the termination of this Agreement.

## **ARTICLE XVI**

**Information Security Provisions and Confidentiality:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164, regarding the confidentiality and security of Personally Identifiable Information (PII).

Personally Identifiable Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her

name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XVII**

### **Audits, Compliance, and Monitoring:**

- A) Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B) Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C) All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D) Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E) Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

## **ARTICLE XVIII**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender

identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit E, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit E upon request by County.

#### **ARTICLE XIX**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE XX**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE XXI**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute Exhibit F, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

#### **ARTICLE XXII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services

to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

#### **ARTICLE XXIII**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and Contractor shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XXIV**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in

a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XXV**

##### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XXVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
[hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us)

or to such other location as the County directs.  
with a copy to:

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

PRO-LINE CLEANING SERVICES, INC.  
4400 Business Drive, Suite 200  
Shingle Springs, CA 95682  
ATTN: Paul Funk

or to such other location as the Contractor directs.

#### **ARTICLE XXVII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXVIII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

## ARTICLE XXIX

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Proof of Janitorial Bond of not less than \$10,000.00.
- F. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- H. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- I. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- J. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- M. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- O. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

### **ARTICLE XXX**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

### **ARTICLE XXXI**

**Environmental and Toxic Warranty:** Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

### **ARTICLE XXXII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

### **ARTICLE XXXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et

seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit G, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

#### **ARTICLE XXXIV**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor shall be required to submit a Form 590 prior to execution of an Agreement or County will withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXXV**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXXVI**

**County Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated

territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXXVII**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Amy Higdon, Sr. Administrative Analyst, Health and Human Services Agency, or successor.

#### **ARTICLE XXXIX**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XL**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XLI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XLII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XLIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XLIV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XLV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Amy Higdon (Jul 6, 2023 11:14 PDT)  
Amy Higdon  
Sr. Administrative Analyst  
Health and Human Services Agency

Dated: 07/06/2023

**Requesting Department Head Concurrence:**

By:   
Olivia Byron-Cooper (Jul 6, 2023 11:15 PDT)  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency

Dated: 07/06/2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8/15/23

By: Wendy Thomas  
Wendy Thomas Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyra Schaffely Dated: 8/15/23  
Deputy Clerk

-- PRO-LINE CLEANING SERVICES, INC. --

By: Paul Funk Dated: 07/18/2023  
Paul Funk (Jul 18, 2023 14:22 PDT)  
Paul Funk  
Chief Executive Officer  
"Contractor"

By: Karen Funk Dated: 07/18/2023  
Karen Funk (Jul 18, 2023 14:23 PDT)  
Karen Funk  
Corporate Secretary

**Pro-Line Cleaning Services, Inc.**

**Exhibit A - Janitorial Checklist**

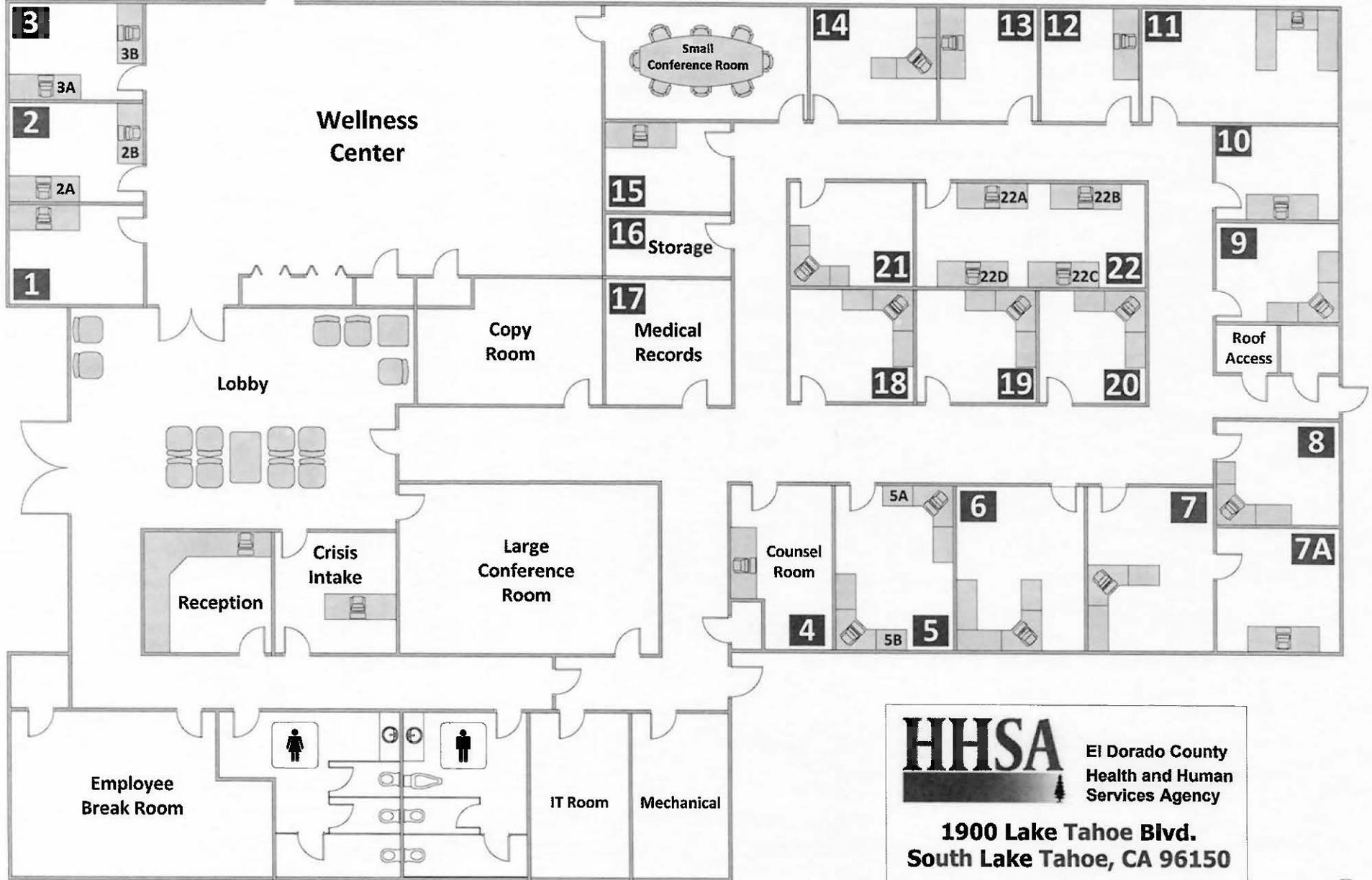
JANITORIAL CHECK SHEET-Initial each day when job is complete.																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
<b>DAILY SERVICE</b>																															
<b>FLOOR/NON-CARPETED AREAS</b>																															
Sweep, dust mop, wet disinfect non-carpeted floors																															
<b>FLOORS/CARPETED AREAS</b>																															
Vacuum all floors/carpeted areas and spot clean as necessary or when requested.																															
<b>FURNITURE</b>																															
Dust furniture, desks, reception desk, or interview booths.																															
Dust all ledges that can be reached without use of ladder.																															
Empty and clean all interior and exterior wastebaskets.																															
Empty and clean cigarette urns in the patio area and outside exterior doors.																															
Light bulb removal and installation as requested.																															
<b>LOBBY/RECEPTION AREA</b>																															
Remove hand marks from woodwork and partition glass.																															
Clean all drinking fountains.																															
Sweep entranceways, and outside sidewalks.																															
Clean all glass doors, cabinets, pictures																															
Wipe down and disinfect all lobby furniture, including chairs and children toys.																															
Straighten furniture and magazines in the lobby and reception area.																															
Disinfect all reception, screening booth, and interview booth countertops.																															
Lobby phones wiped down and sprayed with disinfectant																															
Dust picture frames and clean glass.																															
<b>OUTSIDE PATIO</b>																															
Sweep outside patio.																															
Wipe down furniture.																															
Separate and align all tables and chairs.																															
Empty garbage cans and cardboard recycling bin																															

INTERIOR LUNCHROOM AREA	
Wipe down lunchroom counters, microwaves (interior and exterior), sinks, trash containers and the interior/exterior and inside floor of trash cabinets.	
Separate and align all tables and chairs in lunchroom.	
RESTROOMS	
Clean and disinfect all commodes, toilet seats, urinals and baby changing stations, mirrors, fixtures	
Wet mop and disinfect all restroom floors.	
Restock restroom supplies as required or requested.	
WEEKLY	
High & low dusting of furniture, baseboards, windowsills and cobweb removal.	
Clean metal thresholds, trim around doors, and light switches.	
Spot clean upholstered furniture in lobby area.	
Clean metal thresholds, trim around doors, and light switches.	
Clean and wipe down all garbage cabinets in lunchroom.	
Wipe down outside and inside of lunchroom refrigerators.	
Change air fresheners in bathrooms	
AS NEEDED	
Emergency Clean Up, Blood Borne Pathogens, or Additional Clean Up Duties (please detail below)	

**Monthly**

JANITORIAL CHECK SHEET - Initial when job is complete.												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Steam Clean All Carpets	STEAM						STEAM					
Clean All Exterior Windows			EXTERIOR						EXTERIOR			
Clean All Interior Windows			INTERIOR						INTERIOR			
Strip and Wax Floors	Hard Scrub and Wax			Hard Scrub and Wax			STRIP/WAX			Hard Scrub and Wax		
Buff Floors		BUFF	BUFF		BUFF	BUFF		BUFF	BUFF		BUFF	BUFF
Deep Above 6' Dusting		STRIP/WAX			STRIP/WAX			STRIP/WAX				
Clean and Vacuum Air Filters				Air Filters						Air Filters		
Clean Int/Ext Light Diffusers	Light Diffusers						Light Diffusers					

Exhibit B - Facility Floor Plan



**HHSA** El Dorado County  
Health and Human  
Services Agency  
**1900 Lake Tahoe Blvd.**  
**South Lake Tahoe, CA 96150**

**Pro-Line Cleaning Services, Inc.**  
**Exhibit C**  
**Employee Confidentiality Agreement**

It is impossible to overstate the importance of the County of El Dorado's (County) relationship with the public including but not limited to County clients (Client) and the County-Client confidential communication privilege, i.e., statutory acknowledgment of County's right and responsibility to maintain and ensure any communication between County and Client shall remain confidential (42 CFR Section 431.300 and Welfare & Institutions Code Section 14100.2). During the course of employment with Pro-Line Cleaning Services, Inc., (Employer), Employee may have access to and acquire confidential Client information (Acquired Confidential Information). Acquired Confidential Information can take many shapes including but not limited to the hearing, receiving and/or obtaining names of Clients through various means. Acquired Confidential Information shall never be discussed or disclosed to any party for any reason, use or purpose. Should Employee have doubts about what might be considered Acquired Confidential Information, they must request clarification from County or Employer.

As a condition of employment with Employer while working at County facility(s), Employee understands and agrees to the following:

1. Employee shall not divulge any Acquired Confidential Client information obtained during the term of their employment with Contractor or after their employment with Employer has ended unless specifically required to do so by a court of law. More particularly:
  - a. Information or situations observed during the course of performing job duties shall never be disclosed or discussed.
  - b. Documents including but not limited to completed forms, reports, correspondence, work papers, files and faxes shall not be moved, opened or accessed in any way, shape or manner.
  - c. Computers shall not be accessed in any way, shape or manner.
  - d. Client information, including but not limited to Client name, address or the fact that Client has a relationship with County shall never be revealed or discussed with anyone unless required by a court of law.
  - e. Any information acquired regarding the operations, activities and business affairs of the County shall be kept confidential and shall not be revealed or discussed with anyone unless required by a court of law.
2. Employees found to be in violation of this Employee Confidentiality Agreement (Agreement) shall be subject to disciplinary action up to and including termination. Employees found in violation of this Agreement may also be subject to civil and/or criminal penalties for violations of applicable federal, state or local laws as they apply to the disclosure of Acquired Confidential Information.
3. Any addition or modification to this Agreement must be made in writing and signed by the parties.

I have read, understand, and agree to abide to the provisions contained herein.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Printed or typed)

\_\_\_\_\_  
Pro-Line Cleaning Services, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed or typed)

**Pro-Line Cleaning Services, Inc.**  
**Exhibit D**  
**Acceptance of Liability for Borrow Keys/Entry Cards**

I acknowledge that I am a current Pro-Line Cleaning Services, Inc. employee and that the keys/entry cards being borrowed will be used for routine and recurring janitorial services purposes. The keys/entry cards are the property of the County of El Dorado and will be used only by me. They will not be sold, rented, lent, or given to any other person or group.

Pro-Line Cleaning Services, Inc. accepts full responsibility for the borrowed keys/entry cards and accepts liability for any actions that may be deemed inappropriate or damaging to the County of El Dorado. Pro-Line Cleaning Services, Inc. shall accept all responsibility and liability for any damages caused by loss of the borrowed keys/entry cards regardless of how or by whom such damage occurred. Upon such an occurrence Pro-Line Cleaning Services, Inc. agrees to pay all expenses associated with rekeying/reprogramming the facility.

I shall notify the County immediately if a key/entry card is lost, stolen, or damaged.

I agree to return the borrowed keys/entry cards to the County of El Dorado if requested, prior to the termination of this Agreement, or upon the last effective date of this Agreement and understand/acknowledge that failure to do so will result in Pro-Line Cleaning Services, Inc. being assessed all costs associated with replacing, rekeying, and reprogramming the borrowed keys/entry cards or the facility.

By signing this agreement, I acknowledge that I have read and understand this **Acceptance of Liability for Borrowed Keys/Entry Cards** and agree to the terms set forth herein.

Print First and Last Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Pro-Line Cleaning Services, Inc.**  
**Exhibit E**  
**“Vendor Assurance of Compliance with**  
**Nondiscrimination in State and Federally Assisted Programs”**

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HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

07/18/2023  
Date

Paul Funk  
Paul Funk (Jul 18, 2023 14:22 PDT)  
Signature

4400 Business Dr. Ste 200 Shingle Springs, CA 95682  
Address of vendor/recipient

(08/13/01)

**Pro-Line Cleaning Services, Inc.**  
**Exhibit F**  
**HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

**RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate ("BA")) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH" Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws as may be amended from time to time;

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

**WHEREAS**, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, "Breach" shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, "Unsecured PHI" shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    3. Disclose PHI as necessary for BA's operations only if:
      - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
        - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
    4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
  - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
  - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
  - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
  - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
    1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
    2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
    3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
  - C. Effect of Termination.
    1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

**Approval and Signatures**

By: Paul Funk  
Paul Funk (Jul 18, 2023 14:22 PDT)  
Name  
"BA Representative"

Dated: 07/18/2023

By: Amy Higdon  
Amy Higdon (Jul 6, 2023 11:14 PDT)  
Name  
"HSA Representative"

Dated: 07/06/2023

**Pro-Line Cleaning Services, Inc.**  
**Exhibit G**  
**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:  
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:  
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

07/18/2023

Date

Pro-Line Cleaning Services, Inc

Type or write name of company

Paul Funk

Paul Funk (Jul 18, 2023 14:22 PDT)

Signature of authorized individual

Paul Funk

Type or write name of authorized individual