

AGREEMENT FOR SERVICES #6898

Janitorial Services – 768 Pleasant Valley Road

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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, CA 95682 (*Mailing: P.O. Box 850, Diamond Springs, CA 95619-0850*), (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, located at **768 Pleasant Valley Road, Placerville, CA 95667**; and

**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; and

**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 these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 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 the Scope of Work.

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, skillful, and workmanlike 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 Health and Human Services Agency, Behavioral Health Division, located at **768 Pleasant Valley Road, Placerville, CA 95667** in accordance with the requirements listed below.

### **A. County Responsibility:**

1. County shall be responsible for providing directions to Contractor. These directions shall include but are not be limited to the following:
  - a. Identify County's designated contact(s) for each building. The County's designated contact(s) shall submit in writing to Contractor the names of County personnel that shall have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than County authorized personnel shall 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. Quality service and strict adherence to Agreement shall be expected from Contractor.

### **B. Contractor Responsibility:**

1. 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.
2. 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 shall provide Contractor with a list of County holidays and, when possible, shall provide advance notice of building closures due to unforeseen circumstances.
  3. 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.

4. 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.

**C. Contractor Responsibilities re: 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, 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 Responsibility re: Identification and Conduct of Contractor's Employee(s):**

1. Contractor shall ensure that only their properly identified employees are permitted on the premises during the performance of services herein.
2. Contractor shall be held strictly accountable for damages 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.

**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 A**, 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. Supplies and materials including but 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) week 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. Consumable supplies shall 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 shall also be made available as necessary for that purpose.

**G. Contractor Daily Services:**

1. Five (5) nights per week between Monday and Friday nights; and
2. Between the hours of 7:00 p.m. and 5:00 a.m., excluding County holidays, unless otherwise arranged with the Contract Administrator, and shall be provided in accordance with the following:
3. 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, reception desks, or interview booths. Desk and cabinet tops left clear of papers and other work materials shall be "low dusted." 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 the other. Contractor shall leave no dust streaks nor leave any oil spots or smudges on dusted surfaces caused by dusting tools; and
  - b. Hard Surface Floor Areas:
    - i. Sweep and Dust Mop: Thoroughly sweep and dust mop all hard surface areas. 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. Dust mops shall be treated with water based dust control chemical. Dust and dirt shall be placed into plastic trash bags, tied

- off, and removed outside to the dumpster. After sweeping and damp mopping operation, all floors must be 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; and
- ii. Damp Mop: 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 shall be replaced in their original position after floor has dried completely. A clean cotton mop head that is in good condition shall be used for mopping. Clean water shall be used at all times and water shall be changed often. Mop head must be only damp and no excess water shall be left behind on floor. Approved proper chemicals shall be used at all times and at proper dilution. Finished floor shall be clean and streak free; and
- c. Carpeted Floor Areas:
    - i. Vacuum all carpeted areas. 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 HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas; and
  - d. Remove all fingermarks and dirt smudges from walls, doors, doorjambs, 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; and
  - e. Empty and clean the interior and exterior of all interior and exterior trash receptacles:
    - i. Collect all designated waste paper 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.
  - f. Empty and clean cigarette urns outside building’s exterior doors:
    - i. Remove cigarettes, cigarette butts and trash from cigarette urns ashtray and place in a metal container separate from other waste material; and
    - ii. Sift and/or stir sand to ensure all cigarette butts and trash has been removed; and
    - iii. Empty trash from trash receptacle located under cigarette urn ashtray.
  - g. Light bulb 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; and

- h. Sweep sidewalk outside all entrance and entry areas; and
  - i. Break down any cardboard boxes generated by supplies, materials or equipment used by Contractor and placed in the designated recycling dumpster area; and
  - j. 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; and
  - k. 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.
4. Lobby/Reception Areas:
- a. 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; and
  - b. Wipe down and disinfect all lobby furniture, including chairs and children toys; and
  - c. Straighten furniture and printed material in the lobby and reception area; and
  - d. Clean, disinfect and deodorize all reception, screening booth and interview booth countertops; and
  - e. Clean, disinfect and deodorize lobby phones.
5. Outside Patio:
- a. Sweep outside patio; and
  - b. Wipe down furniture; and
  - c. Separate and align all tables and chairs.
6. Interior Lunchroom Areas:
- a. Clean, disinfect and deodorize all lunchroom counters and table surfaces; and
  - b. Clean and wipe down interior and exterior of microwave ovens; and
  - c. Clean, disinfect and deodorize all lunchroom sinks; and
  - d. Separate and align all tables and chairs in lunchroom.
7. Restrooms:
- a. Clean, disinfect, and deodorize all sinks, commodes, toilet seats, urinals, and baby changing stations; and
  - b. Clean, disinfect, and deodorize all dispensers, mirrors, counters, and fixtures. All mineral and calcium deposits shall be removed; and
  - c. Clean, disinfect, and deodorize all restroom floors; and
  - d. Clean, disinfect, and deodorize all restroom entry area walls and doors; and
  - 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; and
  - 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; and
  - h. Floor drains shall receive an enzyme treatment weekly or more often if requested by County's designated contact.
8. Daily High Touch Point:
- a. Using EPA-registered disinfectant products for use against SARS-CoV-2 (COVID-19), sanitize and disinfect high touch points on main and staff entrance doors, lobbies, reception counters, restrooms, breakrooms/kitchens, copy rooms, conference rooms, training rooms, interview booths/rooms, and other group or staff spaces. High touch points include but are not limited to:
    - i. Door handles, counter tops, light switches, appliance handles (refrigerators and microwaves, etc.), fixture handles (sinks, toilets, etc), bathroom stall doors, paper towel and soap dispensers, water fountains, copy machine control panels, and the tables, phones, and keyboards in conference, training and meeting rooms.
9. Other:
- a. Perform all other services necessary to maintain premises in a clean and sanitary condition; and
  - b. Report any noted maintenance problems to designated County contact(s); and
  - c. At end of each work shift, ensure that all necessary doors and windows are closed and locked, all lights are turned off, the employee "open" card is turned to "closed," Contractor's staff has signed out and, immediately prior to leaving premises, has properly armed alarm system.

**H. Contractor Weekly Services (Once Per Week Unless Required or Requested 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 and wax 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 glass on lobby display cabinets.
6. Clean metal thresholds and trim around doors.
7. Spot clean upholstered furniture in lobby area.
8. Spot clean carpet in lobby area.

9. Using suction type vacuum, vacuum all fabric covered chairs leaving all fabric clean and free from dust balls, dirt and other debris.
10. Clean and wipe down outside and inside of lunchroom refrigerators.
11. Change air fresheners in bathrooms.

**I. Contractor Monthly Services:**

1. Steam clean carpets where required or requested using hot water extraction equipment and supplies and completely re-vacuum steam-cleaned areas. Contractor shall steam clean 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 Quarterly Services (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.

**K. Contractor Semi-Annual Services (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. Hard scrub and re-wax all hard surface floors, shall remove carpet stains, shall completely vacuum and steam clean carpets using hot water extraction equipment and supplies, and shall completely re-vacuum all carpets after steam cleaning carpets. Contractor shall steam clean 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 moveable 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.
5. 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.
6. Wash inside and outside glass surface of all interior windows. Wash inside glass surface of all exterior windows.

7. 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.

**L. 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 steam clean carpets using hot water extraction equipment and supplies. Said steam cleaning shall include all inaccessible areas.
5. Completely re-vacuum all carpets after steam cleaning.
6. 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.
7. 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.
8. Where wall-covering permits, wash, disinfect, and deodorize all interior walls, doors, and windows to remove all dirt, grime, and wax.
9. 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.
10. 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.

**M. Additional 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. Emergency Clean Up/Blood Borne Pathogens/Additional Cleanup Duties:**

1. County's designated contact(s) shall 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.
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. Supervision:**

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. Quality Assurance Plan:**

1. Contractor shall submit a Quality Assurance Plan, and the 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. Inspection And Correction Of Deficiencies:**

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) shall 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. Communication: County and Contractor shall communicate special janitorial requests or other issues by posting them in the log located near each janitor closet. County shall 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 Relationship:**

1. Contractor is an independent contractor. County shall not provide the following items for Contractor:
  - a. Liability Insurance; or
  - 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 **October 1, 2022 through September 30, 2025** unless earlier terminated pursuant to the provisions herein below under the Article titled “Fiscal Considerations” or the Article titled “Default, Termination, and Cancellation.”

**ARTICLE III**

**Compensation for Services:**

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

	Term	Per Month	Annual
Year One	10/01/22 – 09/30/23	\$2,863	\$34,356
Year Two	10/01/23 – 09/30/24	\$3,092	\$37,104
Year Three	10/01/24 – 09/30/25	\$3,339	\$40,068

Special janitorial requests beyond the scope of this Agreement shall be billed separately per the price approved by County’s Contract Administrator.

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

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.

1. Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.
  - 1.1. For those situations where a service is disallowed by HHSa on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSa after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSa's Agency Chief Fiscal Officer

#### **ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed **\$113,000**, 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 shall 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: \_\_\_\_\_ Dated: \_\_\_\_\_

**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 B**, 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 B** with their employee file and shall provide a copy of the fully executed **Exhibit B** 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.
  - a. 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.
  - b. No one shall be allowed access to or into any County facility except Contractor's employees who are responsible for performing actual janitorial services.
  - c. Contractor's employees shall not have relatives or other personal visitors at the work site.
  - d. 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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 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 C**, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning **Exhibit C** 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**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **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, 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 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  
[hlsa-contracts@edcgov.us](mailto:hlsa-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.  
P.O. Box 850  
Diamond Springs, CA 95619  
ATTN: President

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.

## **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:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

#### **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:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. 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.”

#### **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 will be required to submit a Form 590 prior to execution of an Agreement or County shall 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**

**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  
Sr. Administrative Analyst  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Evelyn Schaeffer  
Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

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

Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

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

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

PRO-LINE CLEANING SERVICES, INC.  
(A CALIFORNIA CORPORATION)

By: \_\_\_\_\_  
Paul Funk  
CEO  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Funk  
Corporate Secretary

Dated: \_\_\_\_\_

EXHIBIT A

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)



**EXHIBIT B**

**Acceptance of Liability for Borrowed 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: \_\_\_\_\_

**EXHIBIT C**  
**“VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS”**

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NAME OF VENDOR/RECIPIENT: Pro-Line Cleaning Services, Inc.

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.

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Date  
P.O. Box 850, Diamond Springs, CA 95619  
Address of vendor/recipient

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Signature  
  
(08/13/01)

**CR50-Vendor Assurance of Compliance**