

Administering Agency: Nevada County Facilities Department

Contract No. _____

Contract Description: Pride Industries Janitorial Services – Various Locations

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of January 1, 2023 by and between the County of Nevada, ("County"), and PRIDE Industries One, Inc. ("Contractor") (together, “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three hundred, twenty-three thousand dollars (\$323,000).**
3. **Term** This Contract shall commence on January 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: December 31, 2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the

“Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor’s personnel, when on County’s premises and when accessing County network remotely, shall comply with County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by County’s Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

20.

Financial, Statistical and Contract-Related Records:

- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.
21. **Termination**
- A.** A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B.** If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any

ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**

- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

Intellectual Property Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.'" Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
23. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the

procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
 - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

30. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:

Nevada County Facilities Department
Address: 10014 N. Bloomfield Rd.
City, St, Zip Nevada City, CA 95959
Attn: Justin Drinkwater
Email: Justin.Drinkwater@Nevadacountyca.gov
Phone: (530) 470-2637

CONTRACTOR:

PRIDE Industries One, Inc.
Address 10030 Foothills Blvd.
City, St, Zip Roseville, CA 95747
Attn: Laurel Petersen
Email: Laurel.Petersen@prideindustries.com
Phone: (916) 788-2362

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Ed Scofield, Chair of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Pride Industries One, Inc.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____Secretary_____

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
- D. [Schedule of HIPAA Provisions](#)

EXHIBIT A

SCHEDULE OF SERVICES EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor shall provide professional cleaning services defined below in sections 1-4 for the County of Nevada at various office locations as defined below in Section 4. County may add and/or delete locations, or change the frequency of the services during the agreement period. A change order will be issued with a two-week notice. Price adjustments due to changes in the scope of work shall be negotiated and are acceptable only if agreed upon in writing by both parties.

The specific services required and the frequency of service to be provided varies by location. The minimum requirements expected to be performed by the contractor are described in this section.

1. CLEANING PRODUCTS AND EQUIPMENT

The Contractor shall provide all cleaning products and equipment. Contractor shall use "Green" or "Environmentally Friendly" cleaning products which are ammonia and fragrance free.

1.1 All cleaning equipment shall be kept in maintained condition. Vacuum cleaner bags and filters shall be high quality and changed as required by the vacuum manufacturer. Mops and buckets shall be kept clean and replaced as necessary.

1.2 No material shall be used which will damage building finishes, including walls, wall coverings, fixtures, furnishings, floor, floor coverings, toilet fixtures, woodwork, painted surfaces, laminate surfaces, plumbing, furniture, or any other items being cleaned.

1.3 Contractor is responsible for providing Safety Data Sheets (SDSs) for all cleaning products used to clean County buildings. SDSs shall be provided to Contract Administrator and copies supplied to each custodial closet.

1.4 All cleaning and paper products shall be approved before use in County facilities.

2. SERVICE EXPECTATIONS

2.1 General Cleaning of all Areas

- Trash and recycling shall be emptied and removed to designated disposal area.
- Wastebaskets shall be free of stains and odors.
- New liners will be installed when wet or torn and never re-used in Lab and Clinic areas.
- All boxes, cardboard, and trash placed in hallways that has been properly marked as trash shall be removed and taken to designated pick up areas.

2.2 Glass

- All entry door glass, door framing and surrounding glass, and glass-walled hallways, up to six feet, shall be free of all foreign matter such as handprints, spittle, tape, stickers, etc.,

2.3 Entry Mats

- Entry mats shall be free of all foreign matter including gum and staples.
- Mats that are fraying, bunching, or otherwise misshaped shall be removed, replaced with mat which poses no safety hazard, and reported to County representative.

2.4 Drinking Fountains, Sinks, Washbasins, Eye Wash Stations

- Clean and disinfect all surfaces
- Once the surface is free of stains and water marks, polish can be applied.
- Drinking fountain shall be free of foreign accumulations such as hard water deposits, water marks, gum, etc. around orifices, facades, vent panels, triggering device, and drain.

2.5 Fire Extinguishers

- Fire extinguishers shall be free of dust.
- If fire extinguisher is in an enclosure, enclosure shall be free of all forms of litter and free of all foreign matter on the exterior.

2.6 Wall Surfaces

- Walls shall be dusted and spot cleaned as needed.
- Any form of foreign debris shall be removed from woodwork, marble walls, doors, and glass partitions.

2.7 Dusting

- Cubicles and files tops of desks, windowsills, file cabinets, tables, chairs, bookcases, picture frames, wall and door vents, and counter tops shall be free of dust, handprints, water rings, splash, scuff, marks. At no time shall items which have been placed on said surfaces be moved.
- All glass tabletops and glass doors on bookcases shall be dusted.
- Lobby upholstered and non-upholstered furniture including chair rungs and legs will be dusted and spot cleaned. Furniture that is properly cleaned and dusted will be free of dust, hair, foreign residue, lint, and cobwebs.

2.8 Telephones

- Public phones shall be free of all foreign matter.

2.9 Marker Boards

- Marker board trays which hold pens and cleaning devices shall be free of all lint, dust, and any other foreign matter.

2.10 Hard Floors

- Contractor is required to utilize "wet floor" signs when using liquid on a non-carpeted floor.
- Hard floors shall be swept with a treated, non-petroleum based, dust mop.
- All dirt, dust, soil, heel marks, stains, streaks, film, standing water, splash marks, litter, and foreign matter shall be removed from entire floor surface, including comers, underneath chairs, desks, trash receptacles, easily movable items, and abutments.
- All hard floors including comers, edges, thresholds, under chairs, tables, desks, and counters, shall be wet moped and free of all foreign matter.

2.11 Wood Floors

- Special care and maintenance is required for wood floors and instructions will be provided by the County per the manufacturer.

2.12 Carpeted areas

- All carpets shall be vacuumed thoroughly according to schedule.
- Carpeted surfaces will be free of all dust, dirt, and litter, including under chairs, counters, along walls, behind doors, etc.

- Any tears, burns, or unraveling shall be brought to the attention of the County representative.

2.13 Finished Work

- Before leaving an assigned area, all appropriate doors/windows will be closed and/or locked.
- All lighting found "on" in cubicle areas, conference rooms, or offices which are not on sensor activated lighting will be turned off before work will be declared "finished".

2.14 Conference Rooms

- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for conference rooms.
- All debris, handprints, and spills found on table tops and chairs shall be removed.
- All marker boards, trays shall be wiped free of all foreign matter.
- Chairs shall be organized in an orderly fashion.

2.15 Stairways, Lobbies, Corridors, Elevators and Hallways

- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for stairways, elevators, lobbies, hallways and corridors.

2.16 Stairways.

- Stairways shall be swept and/or vacuumed when scheduled, then wet mopped when needed to remove spills.
- Stairways, including comers and edges of steps, landing, walls and underneath handrails shall be free of hand prints, dust, and other foreign matter.
- Marks on steps and risers shall be removed.
- Handrails shall be cleaned and all ledges dusted weekly.

2.17 Elevators

- Elevator cabs including key pads, walls, floor, and inside and outside of doors shall be free of all foreign matter including : hand prints, heel marks, posted advertisements, tape, spills, gum, etc.
- Floors shall be swept and mopped or vacuumed, and shall be free of foreign matter.
- Thresholds shall be cleaned and free of any dirt in tracks.

2.18 Lobbies, Hallways and Corridors

- All windows in corridors, hallways, and lobbies shall be spot cleaned so that they are free of foreign debris.

2.19 Cafeterias, Lunch Rooms, Classrooms, and Vending Areas.

- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for cafeterias, lunchrooms, classrooms, and vending areas.
- Counter tops and sinks, tabletops and chairs shall have all debris, handprints, and spills removed.
- Chairs and tables shall be organized in an orderly fashion.
- Waste receptacles in cafeterias, lunchroom, and vending areas must be thoroughly wiped clean and a new trash can liner installed, to contain odors and the growth of microorganisms.

2.20 Rest Rooms (Public and Private).

- In addition to the cleaning requirements listed in General Cleaning, specific cleaning is required for restrooms.
- Sanitary napkin containers shall be empty and clean and liners replaced.
- Soap, hand towels, toilet tissue, seat cover dispensers shall be refilled/restocked as appropriate.

- All dispensers shall be wiped clean from top to bottom, as well as underneath.
- All dispensers shall be free of hand prints, stickers, or any other foreign matter.
- Restroom fixtures including sinks, toilets, toilet seat, urinals, mirrors, countertops and all dispensers, partitions, and waste receptacles will be sprayed with a disinfectant and wiped clean.
- All surfaces should be free of splash, soap scum, stickers, paint, graffiti and all foreign matter. Graffiti that cannot be removed with the standard approved cleaning materials should be reported to the County Representative.
- Every other day, pour one quart of warm water diluted with disinfectant down all floor drains.
- Restroom floors will be damp mopped with disinfectant and, upon completion, all lights shut off (if after hours and not automatic)
- All vandalism, plumbing, electrical problems, or any other item requiring attention shall be reported to the County Representative.
- Sanitary napkin dispensers shall be stocked, and coins retrieved from all sanitary napkin dispensers except as directed by County Representative.

2.21 Shower and Locker Rooms

- In addition to the cleaning requirements listed in General Cleaning (section 2.1)
- Specific cleaning is required for shower and locker rooms.
- Air Vents shall be dusted weekly.
- Lockers, including top and fronts, shall be dusted and free of debris.
- All seating wiped down and free of handprints and debris.
- Showers shall have all surfaces found within a shower including fiberglass, tile, chrome, stainless steel, and shower curtain, shall be sprayed with a disinfectant and wiped clean. Upon completion, all surfaces will be free of all soap scum, body oils, mineral deposits, odors, and consistent in coloration.
- Shower Floor non-skid surfaces, including non-skid floor tape, will be free of any discoloration.

2.22 Other Work as Requested

- County shall from time-to-time request “tag jobs” on an as-needed, hourly basis. Work may include, but is not limited to services as defined with in this section at new locations, more detailed cleaning than is required by this contract, construction cleanup, tag jobs, or window washing.

3. MATERIALS PROVIDED BY THE CONTRACTOR

All materials will be provided by the CONTRACTOR at no additional costs beyond the amount for services stated for each location in Exhibit B. However, should the County experience an Out of Stock occurrence, the COUNTY will provide a sufficient amount of materials to ensure supply amounts are able to be filled during the Out of Stock event.

Periodically the County and Contractor will analyze supply amounts/usage to ensure appropriate purchasing levels are being met at the correct cost. Should there be cause for price adjustments due to changes in supplies, service cost by location shall be negotiated and are acceptable only if agreed upon in writing by both parties.

4. WORK LOCATIONS AND SCHEDULE

Contractor shall provide professional cleaning services designated by the number of service days per week for each of the locations and departments listed below. All work is to be performed during hours as defined below for each location. Contractor shall in no way

interfere with the normal work of building occupants. Additional locations as listed in Exhibit B shall be coordinated through the Nevada County Facilities Department.

4.1. Madelyn Helling Library

980 Helling Way, Nevada City, CA 16,689 sq ft. Including Community Room and Collaborative Center (CTC)

Service: Monday, Wednesday, Thursday, and Saturday

Time: between 7:30 pm and 8:00 am

Other Notes: Site Specific cleaning tasks as follows:

- Vacuum outside the traffic areas.
- Lobby flooring –floor mopping and vacuuming area rugs located in the lobby
- Wipe down the tables, chairs and window seating located in lobby.
- Gene Albaugh Community Room – every visit cleaning
- Front door, lobby door windows and children’s room door windows – Every Visit
- Dust shelving monthly
- Clean off mouse and computers in kids room and CTC (the public computers)
- Clean sink in children’s room and staff kitchen regularly
- Check the toilet paper and soap dispensers **every** visit. Restock if needed
- Wipe down all the tables and chairs located in the public library spaces as needed.

4.2. District Attorney

110 Union St, Nevada City, CA - 5,991 sq ft

Service: Monday and Thursday

Time: During Business Hours

Any Special Escort Parameters: Janitorial can only service this facility during business hours as County staff must be present during cleaning

Background Check Parameters: See section 29

4.3. Probation

109-1/2 North Pine St, Nevada City, CA - 12,436 sq ft

Service: Monday and Thursday

Time: During Business Hours

Any Special Escort Parameters: Janitorial can only service this facility during business hours as County staff must be present during cleaning

Background Check Parameters: See section 29

4.4. Public Defender

109-1/2 North Pine St, Nevada City, CA - 12,436 sq ft

Service: Monday and Thursday

Time: After 5:00 p.m.

Background Check Parameters: See section 29

4.5. Grass Valley Library

207 Mill St., Grass Valley, CA - 5,961 sq ft

Service: Monday, Wednesday, Thursday, Saturday

Time: between 7:30 pm and 8:00 am

Other Notes: Site specific cleaning tasks as follows:

- Vacuum outside the traffic areas.
- Lobby flooring –floor mopping and vacuuming area rugs located in the lobby
- Wipe down the tables, chairs and window seating located in lobby.
- Wipe down all the tables and chairs located in the public library spaces as needed.

4.6. Crown Point Facility

500 Crown Point Circle, Grass Valley, CA - 17,900 sq ft

Service: Tuesday, Thursday, and Saturday

Time: 4-5 PM for escorted items, after 5pm for general cleaning areas

Any Special Escort Parameters: Janitorial can only service certain staff offices and records rooms during business hours due to escort requirements.

Background Check Parameters: See section 29

4.7. Nevada County Airport

13083 John Bauer Ave, Grass Valley, CA – 1,500 sq ft

Service: Twice a week coordinated with County staff

Time: Non-Specific

4.8. Brighton Greens Resource Center

980 McCourtney, Grass Valley CA - 20,000 sq ft

Service: Tuesday, Thursday, and Friday

Time: 4-5 PM for escorted items, After 5pm for general cleaning areas

Any Special Escort Parameters: Janitorial can only service certain staff offices and records rooms during business hours due to escort requirements.

Background Check Parameters: See Section 29

4.9. Doris Foley Library

211 N. Pine St, Nevada City, CA

Service: 1 day a week, Non-Specific

Time: Non-Specific

Other Notes: Clean bathrooms 1 day a week. Clean floors minimum of 1 per month

4.10. Grass Valley Veterans Building

255 South Auburn Street, Grass Valley CA

Service: Monday and Friday

Time: Mornings 8:00 am

Service Notes: Restrooms, lobbies, Farm Office, and Remembrance Room.

Other Notes: Special Event Clean up, Restrooms, trash, litter, Gym Floor, as needed per events

4.11. Nevada County Operations Center (NCOC)

Days of service: 1235 LaBarr Meadows Road, Grass Valley, CA 95559 – 7,500 sq. ft.

Service: Monday, Wednesday, and Friday

Time: After 5:00 pm

Tuesday & Thursday (after 5:00 pm)

Areas to be serviced:

Offices and Shop Buildings

Services Required

Restroom Services

Daily Restroom Services

- a. Clean and sanitize all sinks, toilets, counter tops and mirrors
- b. Polish all chrome and hardware
- c. Wash and sanitize all floors to a clean, sanitary lustrous appearance,
- d. Wash all walls and partitions in immediate area of toilets

- e. Empty waste receptacles
- f. Replenish all dispensers to full (leaving extras) to cover until next Custodial visit
- g. Trash and recycle shall be taken to the exterior Waste Management Trash containers at each visit.

Monthly Restroom Services

- a. Clean all ceiling and wall mounted HVAC vents
- b. De-scale toilets, urinals and faucets
- c. Remove stains around fixtures

Office and Common Area Services

Daily Common Area and Office Services

- a. Clean and sanitize all countertops and tabletops
- b. Dust cases, pictures, and fire extinguishers
- c. Vacuum and Wet mop all floors to a lustrous appearance; may need degreaser to remove oil/grease spots.
- d. Clean, sanitize and polish drinking fountain
- e. Wet wipe handrails
- f. Empty waste receptacles
- g. Remove all cobwebs as needed
- h. Empty all outside trash, ashtrays, and cigarette butts in entrance/exit areas
- i. Sweep entrances and clean entrance mats
- j. Wet Wipe doorknobs on entrance and interior doors
- k. Trash and recycle shall be taken to the exterior Waste Management Trash containers at each visit.

Weekly Common Area and Office Services

- a. Vacuum carpeted areas thoroughly
- b. Vacuum and Wet mop all floors to a lustrous appearance; may need degreaser to remove oil/grease spots.
- c. Remove all cobwebs as needed
- d. Clean Glass on interior doors

Monthly Common Area and Office Services

- a. Spot clean walls
- b. Clean windows and window sills
- c. Clean all ceiling and wall mounted HVAC vents
- d. Clean, sanitize doorknobs on entrance and interior doors
- f. Dust mini blinds

4.12. Penn Valley Library

11252 Pleasant Valley Rd., Penn Valley, CA – 2,800 sq ft

Service: Tue and Friday

Time: after 2:30pm

4.13. Truckee Joseph Center

10075 Levone Ave. Truckee, CA – 23,700 sq ft

Service: Monday, Wednesday, and Friday

Time: During Business Hours for DA and Probation areas

Any Special Escort Parameters: Janitorial can only service the DA and Probation offices during business hours as County staff must be present during cleaning

Background Check Parameters: See section 29

Other Notes: Other office such as health rooms can be cleaned after business hours.

4.14. Truckee Library

10031 Levone Ave. Truckee, CA – 5,100 sq ft
Service: Monday, Wednesday, Friday and Saturday
Time: After 6:00 pm

4.15. Truckee Government Center

Truckee Library Offices and Restrooms
Truckee Government Center
10879 Donner Pass Rd Truckee, CA - 1,134 sq ft
Service: 1 day per week- Time: Flexible

4.16. Elections Warehouse

333 Crown Point Circle, Suite 100, Grass Valley
Service: Per visit pricing, this is a seasonal operation

4.17. Dispatch and Juvenile Hall

15434 Highway 49, Nevada City – 2,400 sq. ft.
Service: 3 days per week
Any Special Escort Parameters: During business hours as County staff must be present during cleaning. Background Check Parameters: See section 29
Time: to be determined

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

1. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth herein Exhibit B. The payment specified herein shall be the only payment made to Contractor for services and supplies rendered pursuant to this Agreement. Payment shall remain firm through the initial agreement term. Contractor shall submit all billings for said services to County in the manner specified herein (Exhibit B). **The amount of the contract shall not exceed the annual amount of Three Hundred, Twenty-Three Thousand Dollars, (\$323,000)**
2. **Options to Renew/Extend.** County shall have the option to further extend the term of this Agreement for two (2) additional one (1) year periods. County shall provide Contractor with at least sixty (60) days advanced written notice of its intent to renew the term of this Agreement. All terms and conditions of the original Agreement shall apply during each renewal term.
3. **Payment Escalation.** Annual payments may be increased by three percent (3%) to the previous term's payment amount or based on the percentage change in the Producer Price Index (PPI), PRODUCER PRICE INDEX – California, for "Industry Data"- Janitorial Services, up to a maximum increase of, whichever is lesser.
4. **Invoices and Payment Terms.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date a correct invoice is received in the office specified in the contract.
5. **Invoices:** Invoices shall be submitted monthly to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County Contract Administrator (s).
Submit all invoices to: Nevada County Facility Maintenance Division
Attn: Facilities Administrator
10014 N. Bloomfield Rd.
Nevada City, CA 95959
6. **Payment Schedule:** The payment term shall begin on the date a correct invoice is received by the Facility Maintenance Division. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

Payments shall be made to Contractor within thirty (30) days after the billing is received and approved by County and as outlined in the Scope of Services and all attached exhibits.

Nevada County
January 1, 2023 - December 31, 2025

	Location	Square Feet	Monthly Cost January 1, 2023 - December 31, 2023	Monthly Cost January 1, 2024 - December 31, 2024	Monthly Cost January 1, 2025 - December 31, 2025
Location #1 All Libraries	Helling Library	16,689	\$3,124.15	\$3,281.17	\$3,445.11
	Grass Valley Library	5,961	\$1,481.91	\$1,556.36	\$1,634.22
	Penn Valley Library (2,800 sq. ft.)	2,800	\$579.95	\$608.87	\$639.06
	Foley Library	6,000	\$527.40	\$553.87	\$581.28
	Total Cost Location #1	31,450	\$5,713.41	\$6,000.27	\$6,299.67
Location #2	Brighton Greens	20,000	\$3,561.47	\$3,739.55	\$3,925.29
	Total Cost Location #2	20,000	\$3,561.47	\$3,739.55	\$3,925.29
Location #3	Crown Point	17,900	\$2,068.04	\$2,171.66	\$2,279.32
	Total Cost Location #3	17,900	\$2,068.04	\$2,171.66	\$2,279.32
Location #4 All Court Operations	District Attorney	8,175	\$927.74	\$974.24	\$1,022.54
	Probation	12,436	\$1,069.27	\$1,122.94	\$1,178.49
	Public Defender	1,250	\$867.29	\$910.40	\$955.60
	Dispatch	2,400	\$534.00	\$560.57	\$588.42
	Billing Amount Location #4	24,261	\$3,398.30	\$3,568.15	\$3,745.05
Location #5	Airport - 2X/week	1,500	\$304.03	\$319.40	\$335.59
	Total Cost Location #5	1,500	\$304.03	\$319.40	\$335.59
Location #6	Grass Valley Veterans Building	2,000	\$747.56	\$784.82	\$823.81
	Total Cost Location #6	2,000	\$747.56	\$784.82	\$823.81
Additional Services As Needed	Special Event Cleanup, weekends: Gym floor cleaning, restrooms, trash, lobby and other public areas as needed, based on condition of site.				
	2 hour rate		\$94.06	\$99.24	\$104.71
	4 hour rate		\$188.12	\$198.49	\$209.43
	6 hour rate		\$376.24	\$396.97	\$418.85
Location #7	Nevada County Operations Center	7,500	\$1,443.80	\$1,515.96	\$1,591.25
	Total Cost Location #7	7,500	\$1,443.80	\$1,515.96	\$1,591.25
Location #8	Wayne Brown Correctional Facility	723	\$298.37	\$313.44	\$328.92
	Total Cost Location #8	723	\$298.37	\$313.44	\$328.92
Location #9	Nevada City Veterans Hall	383	\$519.51	\$545.54	\$572.54
	Total Cost Location #9	383	\$519.51	\$545.54	\$572.54
Eastern Locations	Truckee Library	5,100	\$1,541.28	\$1,620.01	\$1,702.59
	Truckee Joseph	23,700	\$3,425.58	\$3,600.38	\$3,782.85
	Truckee Sheriff	1,134	\$315.52	\$331.46	\$348.15
	Truckee Courthouse	5,344	\$536.36	\$563.71	\$592.13
	Total Eastern Locations	35,278	\$5,818.74	\$6,115.56	\$6,425.72
New Locations	Sheriff's Office (ERAC)	5,000	\$2,507.81	\$2,644.46	\$2,788.43
	Total Sheriff's Office	5,000	\$ 2,507.81	\$ 2,644.46	\$ 2,788.43
	Station 91	1,000	\$519.01	\$546.94	\$576.37
	Total Station 91	1,000	\$ 519.01	\$ 546.94	\$ 576.37
Additional Services As Needed	Interior Window Cleaning per pane (10 Pane min.)		\$5.92	\$6.24	\$6.59
	Exterior Window Cleaning per pane (10 Pane Min)		\$9.36	\$9.88	\$10.43
	Carpet Cleaning per sq. ft. (\$75 min.)		\$0.20	\$0.21	\$0.22
	Tile Cleaning per sq. ft. (\$75 min.)		\$0.33	\$0.35	\$0.37
	Elections Warehouse (Per event)		\$200.67	\$211.73	\$223.39
Total For ALL Locations		146,995	\$26,900.05	\$ 28,265.75	\$ 29,691.96
Annual Total			\$322,800.60	\$339,189.06	\$356,303.53

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

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

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense

expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
11. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

SCHEDULE OF HIPAA PROVISIONS PRIDE Industries One, Inc.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a “Business Associate” for purposes of this Contract and of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and The Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information (“PHI”) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.

To the extent Contractor is to carry out County’s obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

7. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
8. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide

- County with information concerning such safeguards as County may reasonably request from time to time.
9. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
 10. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
 11. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
 12. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred.
 13. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
 14. Make Contractor's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
 15. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
 16. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
 17. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Pride Industries One, Inc.

Janitorial Services – Various Locations

SUMMARY OF MATERIAL TERMS

Max Annual Price:	\$323,000.00	Max Multi-Year Price:	n/a
Contract Start Date:	1/1/2023	Contract End Date:	12/31/2023

INSURANCE POLICIES

FUNDING:

Commercial General Liability	(\$2,000,000)	Click or tap here to enter text.
Automobile Liability	(\$1,000,000)	Click or tap here to enter text.
Worker’s Compensation	(Statutory Limits)	Click or tap here to enter text.

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A _____

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:
Nevada County Facilities Department

CONTRACTOR:
Pride Industries One, Inc.

Address: 10014 N. Bloomfield Rd.
City, St, Zip Nevada City, CA 95959
Attn: Facility Maintenance Division
Email: Justin.Drinkwater@nevadacountyca.gov
Phone: (530)470-2637 cell(530)362-2288

Address 10030 Foothills Blvd.
City, St, Zip Roseville, CA 95747
Attn: Laurel Peterson
Email: laurel.petersen@prideindustries.com
Phone: (916)788-2362

Contractor is a: (check all that apply)

Corporation: Calif., Other, LLC,
Non- Profit Corp
Partnership: Calif., Other, LLP, Limited
Person: Individ., Db, Ass’n Other

EDD Worksheet Required
Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements
- Exhibit D:** Schedule of HIPAA Provisions