

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

The Boland Group, Inc., dba Out of Sight Cleaning

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Professional Janitorial Services for Various County of Nevada Facilities**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$65,000
- (§3) **Contract Beginning Date:** 07/01/2018 **Contract Termination Date:** 12/31/2018
- (§4) **Liquidated Damages:** \$0 per day

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>✓</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>✓</u>
	(\$1,000,000) Business Rated	<u>✓</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>✓</u>
(§8) Worker's Compensation		<u>✓</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u> </u>	<u>✓</u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

n/a

NOTICE & IDENTIFICATION

(§26) Contractor: The Boland Group, Inc., dba Out of Sight Cleaning PO Box 1114 Penn Valley, CA 95946 Contact Person: Andrew Boland (530) 432-3795 e-mail: outofsightcleaning@live.com	County of Nevada: Facilities Management 10014 N. Bloomfield Road Nevada City, California 95959 Contact Person: Tom Coburn (530) 470-2637 e-mail: tom.coburn@co.nevada.ca.us
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Contractor is a: (check all that apply)

- | | | | | |
|--------------|---|---------------------------------|--------------------------------|-------------------------------------|
| Corporation: | <input checked="" type="checkbox"/> Calif., | <input type="checkbox"/> Other, | <input type="checkbox"/> LLC, | <input type="checkbox"/> Non-profit |
| Partnership: | <input type="checkbox"/> Calif., | <input type="checkbox"/> Other, | <input type="checkbox"/> LLP, | <input type="checkbox"/> Limited |
| Person: | <input type="checkbox"/> Indiv., | <input type="checkbox"/> Db, | <input type="checkbox"/> Ass'n | <input type="checkbox"/> Other |

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>✓</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>✓</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>✓</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>✓</u>	<u> </u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. **Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor 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 at §§6, 7, 8, 9 and 10, 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 agreement, 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.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

Public Contracts

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 §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) 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>.

(ii) 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.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The 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 (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance 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:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof 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**.

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) days written notice** to Contractor.

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 the Contractor, the 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 the Contractor has no control.

County, upon giving **sixty (60) 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 the 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.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. 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 effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Name:

Title:

Dated: _____

Honorable Edward C. Scofield

Chair, Board of Supervisors

Dated: _____

Attest: _____

Julie Patterson Hunter

Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor shall provide professional cleaning services for the County of Nevada at various office locations. The specific services required and the frequency with which the services are to be provided varies by location. The following outlines the minimum requirements expected to be performed by the contractor.

A. General Requirements

A Crimeshield Bond in an amount no less than \$25,000 shall be maintained by the Contractor during the entire performance period of the contract.

County reserves the right to add or remove facilities, cleaning days and scope of work performed. Contract shall be adjusted for services performed as necessary as scope is changed.

Contractor and contractor's employees will be required to sign a confidentiality statement and HIPAA Statement and will be subject to a Live Scan background check. These background checks will be provided and paid for by the contractor or sub-contractor. Evidence of a background check shall be submitted to the County for each employee. Contractor and subcontractor shall submit names and driver's license numbers of each employee to the County. Only contractor, employees of the contractor or subcontractor and subcontractor employees may enter County facilities. Friends and family of contractor or contractor employees are not allowed on the premises. The County reserves the right to implement additional security requirements as necessary to protect County facilities. Evidence of bonding will be required upon execution of the contract.

Contractor must comply with the Displaced Janitor Opportunity Act. [Chapter 4.5 (commencing with Section 1060) to Part 3 of Division 2 of the California Labor Code] The Displaced Janitor Opportunity Act requires janitorial and building maintenance contractors and subcontractors that employ 25 persons or more to retain, for a period of 60 days, certain employees who were employed at a given site by the previous contractor or subcontractor. This Act further requires that employees retained under the Act's provisions for that 60-day period be offered continued employment if their performance during that 60-day period is satisfactory.

Cleaning Products and Equipment

- a. The Contractor shall provide all cleaning products and equipment. Contractor shall use Sustainable Earth cleaning products #61, 64, 66, 71, 70, 65, 78 for general cleaning. Dispensers are currently located in most custodial closets. If additional products are needed that are not Sustainable Earth, they shall be the most environmentally safe products and must be approved by the County. Staples has agreed to allow the contractor to purchase products at the same rate as offered to the County. Our Staples representative is available to assist in ordering products.
- b. The County Departments may decide if they want to purchase products direct from Staples or purchase from the Contractor. If a County Department desires to purchase directly from Staples, the Janitorial Services Provider shall supply a timely list of items needed and shall be responsible for stocking the items in the custodial closet and facility. The dispenser product shall be Kimberly Clark products. All products shall be of the same grade as listed on that report. Contractor may add an additional 15% service charge to items the County Department requested to be purchased from the Contractor.
- c. 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.

- d. 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.
- e. Contractor is responsible for providing Safety Data Sheets (SDSs) or Material Data Safety Sheets (MSDS) for all cleaning products used to clean County buildings. SDSs or MSDS sheets shall be provided to facility management and copies supplied to each custodial closet.
- f. All cleaning products shall be approved before use in County facilities.

B. Services Required

1. 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, stripping and waxing as necessary to maintain this condition for the duration of the contract
- 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

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

2. Office and Common Area Services (entry, conference rooms, copy area, building trash, etc.)

Daily Common Area Services

- a. Vacuum carpeted areas thoroughly as needed
- b. Clean and sanitize all countertops and tabletops
- c. Dust cases, pictures and fire extinguishers
- d. Wet mop all floors to a lustrous appearance, stripping and waxing as necessary to maintain in that condition for the duration of the contract
- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails
- g. Empty waste receptacles
- h. Remove all cobwebs as needed
- i. Empty all outside trash, ashtrays and cigarette butts in entrance/exit areas
- j. Sweep entrances and clean entrance mats
- k. Clean all glass entrance and interior doors
- l. Replenish all dispensers to full (leaving extras as necessary to cover until next custodial visit)

Weekly Office Services

- a. Vacuum carpeted areas thoroughly
- b. Clean and sanitize all countertops and tabletops
- c. Dust cases, pictures and fire extinguishers
- d. Wet mop all floors to a lustrous appearance, stripping and waxing as necessary to maintain in that condition for the duration of the contract.
- e. Clean, sanitize and polish drinking fountains
- f. Wet wipe handrails
- g. Remove all cobwebs as needed
- h. Replenish all dispensers to full (leaving extras as necessary to cover until next Custodial visit)

Monthly Office/Common Room Services

- a. Spot clean walls
- b. Clean window sills
- c. Clean all ceiling and wall mounted HVAC vents
- d. Wet wipe doors
- e. Spot clean carpets with spot remover
- f. Dust mini blinds
- g. Dust cabinet above cubicles

C. Other Requirements

- a. Common area trash and recycle at all facilities shall be taken to the exterior Waste Management trash containers at each visit.
- b. No portion of the work shall be subcontracted without prior written consent of the County of Nevada. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County with the names, qualifications and experience of the proposed subcontractors. The contractor shall at all times remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- c. The contractor is responsible for instructing their employees on appropriate safety measures and is not to permit employees to place mops, brooms, machines and other equipment in walkways, halls, elevators, stairways, and any other traffic lanes or other locations in such a manner as to create safety hazards.
- d. Surfaces, fixtures or furnishings damaged by contractor's employees or agents shall be replaced or repaired to the satisfaction of the County by the contractor, at no cost to the County. It shall be the responsibility of the contractor and the County to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.
- e. Payment will be made monthly, with invoice terms of Net 30. Separate invoices will be required for each of the locations and departments to which services are provided.
- f. Contractor will develop a checklist for each facility, showing items cleaned, date completed and who performed the service. These checklists shall be kept in the custodial closet in each facility and be available for review by County.

D. Work Locations and Scheduling

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 to be arranged with the specific locations. Contractor shall in no way interfere with the normal work of building occupants.

**Madelyn Helling Library,
980 Helling Way, Nevada City, CA 16,689 sq ft including Community Room and
Collaborative Technology Center (CTC)**

Service: 4 days per week

Sunday – Community Room schedule will determine time – (monthly schedule will be posted in advance and cleaning is to be done after scheduled meetings have ended for the day)

Monday – (Holidays excluded) – after 7:30 pm

Wednesday after 6:30 pm, Friday after 6:30 pm

Grass Valley Library,
207 Mill St., Grass Valley, CA - 5,961 sq ft
Service: 2 days per week
Tuesday after 6:30 p.m. and Thursday after 5:30 p.m.
Upper floor row light fixtures shall be cleaned two times per year - to be scheduled week of September 1st.

Penn Valley Library
11336 Pleasant Valley Rd., Penn Valley, CA - 1,365 sq ft
Service 1 day per week - Wednesday after 2:30 pm

Doris Foley Library – 5,466
211 N. Pine Street, Nevada City, CA
Service 1 day bi-weekly

Grass Valley Veterans Building
255 S Auburn St., Grass Valley CA
Restrooms, lobbies, Farm Office, and Remembrance Room
Service: 1 day per week

Nevada County Transit/Airport
13081 John Bauer Ave, Grass Valley, CA – 2,992 sq ft
Service: 1 day per week – Sunday

Public Works Yard
12548 Loma Rica Drive, Grass Valley, CA
Three restrooms, crew room, offices, drinking fountain, sign shop and two additional rooms.
Service 2 days per week – Tuesday, Thursday

District Attorney
201 Commercial St, Nevada City, CA – 8,175 sq ft
Service: 2 days per week - Monday, Thursday before 5:00 p.m.

Probation/Public Defender
109-1/2 North Pine St, Nevada City, CA – 12,436 sq ft
Service: 2 days per week - Tuesday and Thursday after 5:00 p.m.

E. Definitions and Standards

2. Daily—each day service is provided
3. Dusting—a properly dusted surface is free of all dirt and dust, dust streaks, lint, and cobwebs.
4. Paper Products—consumable product such as paper towels, toilet paper, toilet seat covers, trash bags, hand soap, hand sanitizer. These do not included cleaning supplies or cleaning chemicals.
5. Plumbing Fixture, Restroom Stalls, and Dispenser Cleaning--plumbing fixtures, restroom stalls, and dispensers are cleaned when free of all deposits and stains so that item is without dust streaks, film, odor, debris collection on the drain, and stain.
6. Sweeping—a properly swept or dust-mopped floor is free of all dirt, grit, lint, and debris, except embedded dirt and grit as determined by the County. Sweeping also includes cleaning of the base board materials.
7. Cleaning and Finishing (Waxing) Floors—a satisfactorily cleaned and finished (waxed) floor is without dirt and dust, marks, film, streaks, debris, and standing water.

8. Appearance of Floor Requiring Application of Floor Finish (Wax)—all areas requiring a floor finish shall be maintained in a manner and by methods providing for gloss-like appearance, removal of surface dirt, and shall have a uniform appearance.
9. Carpeted Floors—a satisfactorily vacuumed carpet or floor shall be one free of all dirt, staples, dust, grit, and lint and debris. All spots or stains shall be promptly removed by spot cleaning methods. Carpeted areas will be thoroughly vacuumed with a machine that has adequate suction to lift dirt and residue from the base of the rug nap (1000 watts or greater). All spots will be removed immediately with an approved rug cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution for such spot or stain removal will be an approved type solution that will not stain or discolor the carpet, nor produce shrinking.
10. Glass—glass is clean when all accessible glass surfaces are without streaks, debris, film, deposits, and stains, and have a uniformly bright appearance, and adjacent surfaces have been wiped clean.

Exhibit B
Schedule of Charges and Payments
Rate Summary

Western Nevada County (Nevada City and Grass Valley)					
	Helling Library	Grass Valley Library	Penn Valley Library	Foley Library	Grass Valley Veterans
Monthly Charge	\$1,090	\$445	\$175	\$375	\$545
	Transit/Airport	Public Works Yard-Loma Rica	District Attorney		Probation/Public Defender
Monthly Charge	\$160	\$495	\$445		\$900
Additional Services	Annual Consumable Products	Carpet Cleaning per sq ft		Interior and Exterior Window Annual Cleaning	
	Cost + 15%	\$.20		No cost	

Contractor will submit a monthly invoice for each of the County departments for which services are provided to the following address:

County of Nevada
 Facilities Service Center
 10014 N. Bloomfield Rd.
 Nevada City, CA 95959

Payment will be made by the County in accordance with the Auditor-Controller's schedule for issuing vendor payments.

EXHIBIT “D”

**SCHEDULE OF HIPAA PROVISIONS
FOR BUSINESS ASSOCIATES**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
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 Agreement, 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 the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the 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 the County for any purpose other than as permitted or required by this agreement 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.
7. To the extent the 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:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement 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.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of the 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.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, 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.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement 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 agreement.
13. 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 the 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 the Contractor, or who should reasonably have known such unauthorized activities occurred.
14. 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.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the 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).

16. Contractor agrees that this agreement 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 agreement is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the 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 agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.