

**AMENDMENT NO. 11  
TO  
CONTRACT NO. 09-304  
BETWEEN  
THE COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE**

WHEREAS, a Contract was entered into the 1st day of February, 2010 and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015, February 1, 2016, February 1, 2017, February 1, 2018, February 1, 2019 and February 1, 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and ANGELA'S CUSTODIAL SERVICE ("Contractor"), to provide janitorial services and

WHEREAS, the Contract provides for a termination date of January 31, 2021; and

WHEREAS, the parties wish to:

1. Extend the termination date; and
2. Amend Section IV with a new Exhibit B; and
3. Amend Section V to new maximum cost to County
4. Amend Section XIV with a new termination date.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective February 1, 2021
2. Section IV of the contract entitled "Fees" Exhibit B of amendment 10 is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
3. Section V of the agreement entitled "Maximum Cost to County" is amended by substituting \$35,068 for the previous maximum sum of \$31,324 as stated in amendment 10 of original contract.
4. Section XIV of the agreement entitled "Term of Agreement" the termination date is extended to January 31, 2022.

In all other respects, the terms of the Contract are affirmed.



**Angela's Custodial Service**

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACT**

**Three Hundred Twelve dollars per month (\$312.00)**

CONTRACT NUMBER	09-304.10 DCSS
COUNTY ORIGINAL	

AMENDMENT NO. 10  
TO CONTRACT NO. 09-304 BETWEEN  
THE COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE

WHEREAS, an agreement was entered into the 1<sup>st</sup> day of February 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015, February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019 by and between the COUNTY OF TRINITY, and ANGELA'S CUSTODIAL SERVICE, to provide janitorial services; and

WHEREAS, the agreement provides for a termination date of January 31, 2020; and

WHEREAS, the parties wish to:

1. Extend the termination date; and

WHEREAS, the agreement provides for amendments; and

NOW, THEREFORE, the parties hereto agree to the following

1. This amendment is effective February 1, 2020
2. Section IV of the contract entitled "Fees". Exhibit B of amendment 7 is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
3. Section V, of the agreement entitled "Maximum Cost to County" is amended by substituting \$31,324 for the previous maximum sum of \$27,940 as stated in amendment 9 of original contract
4. Section XIV of the agreement entitled "Term of Agreement" the termination date is extended to January 31, 2021.

In all other respects the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 10 to be executed on this 7th day of January 2020.

COUNTY OF TRINITY:

By:   
Bobbi Chadwick, Chairman  
Trinity County Board of Supervisors

Date: 1/7/2020

CONTRACTOR:

By:   
Angela's Custodial Service

Date: Jan 11, 2020

Approved as to form:



MARGARET E LONG  
County Counsel  
Director

RISK MANAGEMENT APPROVAL

By: 

Shelly Nelson  
Human Resources/Risk Management

**Angela's Custodial Service**

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**Two Hundred Eighty-two dollars per month (\$282.00)**



CONTRACT NUMBER <b>09-304.9</b>	<b>CSS</b>
<b>COUNTY ORIGINAL</b>	

AMENDMENT NO. 9  
TO CONTRACT NO. 09-304 BETWEEN  
THE COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE

WHEREAS, an agreement was entered into the 1<sup>st</sup> day of February 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015, February 1, 2016, February 1, 2017 and February 1, 2018 by and between the COUNTY OF TRINITY, and ANGELA'S CUSTODIAL SERVICE, to provide janitorial services; and

WHEREAS, the agreement provides for a termination date of January 31, 2019; and

WHEREAS, the parties wish to:

1. Extend the termination date; and
2. Increase the max cost

WHEREAS, the agreement provides for amendments; and

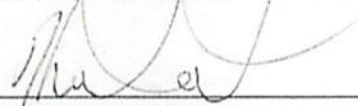
NOW, THEREFORE, the parties hereto agree to the following

1. This amendment is effective February 1, 2019.
2. Section V, of the agreement entitled "Maximum Cost to County" is amended
3. by substituting \$27,940 for the previous maximum sum of \$24,796 as stated in amendment 8 of original contract.
4. Section XIV of the agreement entitled "Term of Agreement" is changed to January 31, 2020.

In all other respects the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 9 to be executed on this 4th day of December 2018.

COUNTY OF TRINITY:

By:   
Keith Groves, Chairman  
Trinity County Board of Supervisors

Date: 12/4/2018

CONTRACTOR:

By:   
Angela's Custodial Service

Date: 12-5-2018

AMENDMENT NO. 8  
TO CONTRACT NO. 09-304 BETWEEN  
THE COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE

CONTRACT NUMBER	
09-304.8	CSS
COUNTY ORIGINAL	

WHEREAS, an agreement was entered into the 1<sup>st</sup> day of February 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015, February 1, 2016, and February 1, 2017 by and between the COUNTY OF TRINITY, and ANGELA'S CUSTODIAL SERVICE, to provide janitorial services; and

WHEREAS, the agreement provides for a termination date of January 31, 2018; and

WHEREAS, the parties wish to:

1. Extend the termination date; and
2. Increase the maximum cost; and

WHEREAS, the agreement provides for amendments; and

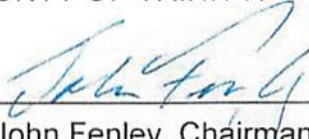
NOW, THEREFORE, the parties hereto agree to the following

1. This amendment is effective February 1, 2018
2. Section V, of the agreement entitled "Maximum Cost to County" is amended by substituting \$24,796 for the previous maximum sum of \$21,652 as stated in amendment 7 of original contract
3. Section XIV of the agreement entitled "Term of Agreement" the termination date is extended to January 31, 2019.

In all other respects the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 8 to be executed on this 19th day of December 2017.

COUNTY OF TRINITY:

By:   
John Fenley, Chairman  
Trinity County Board of Supervisors

Date: 12/19/2017

CONTRACTOR:

By:   
Angela's Custodial Service

Date: 12/27/2017



AMENDMENT NO. 7  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.6)

CONTRACT NUMBER	
<u>09-304.7</u>	<u>CSS</u>
COUNTY ORIGINAL	

WHEREAS, a Contract was entered into the day of February 1, 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015, February 1, 2016 and February 1, 2017 by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2017; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. ***This amendment is effective*** February 1, 2017
2. Section III B) of the contract titled "County Furnished Services". Exhibit A is amended by deleting it and inserting in its place the Exhibit A attached to this amendment.
3. Section IV of the contract entitled "Fees". Exhibit B of amendment 5 is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
4. Section V, of the contract entitled "Maximum Cost to County" is amended by **substituting** the sum of \$21,652.00 for the previous maximum sum of \$18,508.00 as stated in amendment 6 of original contract
5. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2018.
6. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
7. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No.7 to be executed on this day of January 31, 2017.

COUNTY OF TRINITY:

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

John Fenley  
John Fenley  
Chairman, Board of Supervisors

CONTRACTOR:

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_


Angela's Custodial Serv.  
Angela Dills  
Angela Dills  
623-4178

**Child Support – Angela's Custodial Contract – Amendment #7**

Approved as to Form:

By: ATTACHED  
Angela Bickle, Auditor/Controller

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

By:   
Shelly Pourian,  
Risk & Loss Prevention Manager

Date: 2/2/17

By: ATTACHED  
Margaret Long, County Counsel

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

**Child Support -- Angela's Custodial Contract -- Amendment #7**

Approved as to Form:

By: 7  
for Angela Bickle, Auditor/Controller

Date: 2/3/17

By: ATTACHED  
Shelly Pourian,  
Risk & Loss Prevention Manager

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

ATTACHED  
By: \_\_\_\_\_  
Margaret Long, County Counsel

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

**Child Support – Angela's Custodial Contract – Amendment #7**

Approved as to Form:

By: **ATTACHED**  
Angela Bickle, Auditor/Controller

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

By: **ATTACHED**  
Shelly Pourian,  
Risk & Loss Prevention Manager

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

By:   
Margaret Long, County Counsel

Date: 2-1-17

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

**Janitorial Service is two times per week as follows:**

**Wednesday & Friday**

**Vacuum all carpeted areas**

**Dust & remove Cob Webs all areas**

**Empty all shredders & trash cans and replace liners**

**Take trash to dump twice a week**

**Take shredding to dump once a month**

**Wipe down tables and counters in kitchen area**

**Disinfect all doors, facings, & knobs weekly**

**Wash windows several times a year (glass doors & entry window when needed)**

**Garbage/Shredding bags will be provided by TCCSS & trash disposal card**

**All other supplies will be provided by Angela's Custodial Service**



**Angela's Custodial Service**

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**Two Hundred Sixty-two dollars per month (\$262.00)**

CONTRACT NUMBER <b>09-304.6</b>	<b>CSS</b>
COUNTY ORIGINAL	

AMENDMENT NO. 6  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND

**ANGELA'S CUSTODIAL SERVICE (09-304.5)**

WHEREAS, a Contract was entered into the day of February 1, 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015 and February 1, 2016 by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2016; and

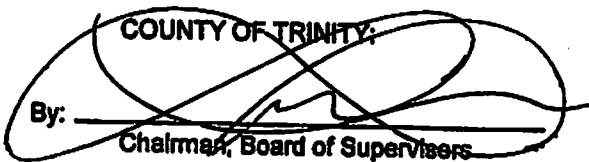
WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective February 1, 2016
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$18,508.00 for the previous maximum sum of \$15,604.00 as stated in amendment 6 of original contract
3. Section VII of the contract entitled "Insurance" shall change the automobile liability insurance from \$300,000 per occurrence to \$100,000 per occurrence and remove the last line of the first paragraph and professional liability insurance coverage of \$1,000,000 is not needed.
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2017.
5. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2146  
Weaverville, CA 96093
6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No.6 to be executed on this day of January 31, 2016.

COUNTY OF TRINITY:  
By:   
Chairman, Board of Supervisors

CONTRACTOR:

By: Angela's Custodial Service  
Name: Angela L. Dills  
Tax ID: \_\_\_\_\_  
Telephone: 623-4178

Approved as to Form:

By: Angela Blaine Ar  
Angela Blaine, Auditor/Controller  
By: Attached  
Shelly Pourfan, Risk & Loss Prevention Manager  
By: Attached  
Margaret Long, County Counsel

Date: 12/31/15  
Date: 1  
Date: \_\_\_\_\_

AMENDMENT NO. 6  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.5)

WHEREAS, a Contract was entered into the day of February 1, 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015 and February 1, 2016 by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2016; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective February 1, 2016
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$18,508.00 for the previous maximum sum of \$15,604.00 as stated in amendment 5 of original contract
3. Section VII of the contract entitled "Insurance" shall change the automobile liability insurance from \$300,000 per occurrence to \$100,000 per occurrence and remove the last line of the first paragraph and professional liability insurance coverage of \$1,000,000 is not needed.
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2017.
5. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No.6 to be executed on this day of January 31, 2016.

COUNTY OF TRINITY:

CONTRACTOR:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Tax ID: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Angela Bickle, Auditor/Controller

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

By: \_\_\_\_\_  
Shelly Hourian, Risk & Loss Prevention Manager

Date: 12/31/15

By: \_\_\_\_\_  
Margaret Long, County Counsel

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

AMENDMENT NO. 6  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.5)

WHEREAS, a Contract was entered into the day of February 1, 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, February 1, 2015 and February 1, 2016 by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2016; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective February 1, 2016
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$18,608.00 for the previous maximum sum of \$15,604.00, as stated in amendment 5 of original contract
3. Section VII of the contract entitled "Insurance" shall change the automobile liability insurance from \$300,000 per occurrence to \$100,000 per occurrence and remove the last line of the first paragraph and professional liability insurance coverage of \$1,000,000 is not needed.
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2017.
5. Notices shall be mailed to Contractor at  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No.6 to be executed on this day of January 31, 2016.

COUNTY OF TRINITY:

CONTRACTOR:

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Tax ID: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Angela Bickle, Auditor/Controller

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

By: \_\_\_\_\_  
Shelly Pourian, Risk & Loss Prevention Manager

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

By: \_\_\_\_\_  
Margaret Long, County Counsel

Date: 1-4-16



AMENDMENT NO. 5  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.4)

WHEREAS, a Contract was entered into the day of February 1, 2010, and amended February 1, 2011, February 1, 2012, February 1, 2013, February 1, 2014, and February 1, 2015 by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2015; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* February 1, 2015
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$15,604.00 for the previous maximum sum of \$12,840.00 as stated in amendment 4 of original contract
3. Section IV of the contract entitled "Fees". Exhibit B of amendment 3 is amended by deleting it and inserting in its place the Exhibit B attached to this amendment
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2016.
5. Notices shall be mailed to Contractor at:

Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093

APPROVED AS TO FORM	INITIAL	DATE
CC	JD	01/15/14
AUD	DE	1/15/15
CAO	WGT	1/10/15

6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No.5 to be executed on this day of January 31, 2015.

APPROVED AS TO FORM

COUNTY OF TRINITY

By: Angela Dills  
Contractor

By: Wendy G. Tyler  
Wendy G. Tyler  
County Administrative Officer

Date: Jan 14, 2015

Date: 1/10/15



**Angela's Custodial Service**

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**Two Hundred Forty-two dollars per month (\$242.00)**

CONTRACT NUMBER	09-304.4 CSS
COUNTY ORIGINAL	

AMENDMENT NO. 4  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.3)

WHEREAS, a Contract was entered into the *(initial date of contract)* day of February 1, 2010, by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2014; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* February 1, 2014
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$12,840.00 for the previous maximum sum of \$10,176.00 as stated in amendment 3 of original contract
3. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2015.
4. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this day of January 31, 2014.

APPROVED AS TO FORM

COUNTY OF TRINITY

By Angela Dills  
Contractor

By Wendy G. Tyler  
Wendy G. Tyler  
County Administrative Officer

Date: Dec 11, 2013

Date:

APPROVED AS TO FORM	INITIAL	DATE
CC	MD	12/4/13
AUD	QVZ	12/4/13
CAO	WT	12/6/13

AMENDMENT NO. 3  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.2)

CONTRACT NUMBER <u>09-304.3</u>	<u>CS</u>
COUNTY ORIGINAL	

WHEREAS, a Contract was entered into the (*initial date of contract*) day of February 1, 2010, by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2013; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* February 1, 2013
2. Section V, of the contract entitled "Maximum Cost to County" is amended by **substituting** the sum of \$10,176.00 for the previous maximum sum of \$7512.00 as stated in amendment 2 of original contract
3. Section IV of the contract entitled "Fees". Exhibit B of amendment 1 is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2014.
5. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this day of January 31, 2013.

APPROVED AS TO FORM

COUNTY OF TRINITY

By: Angela Dills  
Contractor

By: Wendy G. Tyler  
Wendy G. Tyler  
County Administrative Officer

Date:

APPROVED AS TO FORM	INITIAL	DATE
CC	<u>[Signature]</u>	
AUD	<u>MT</u>	<u>1/17/13</u>
CAO	<u>WT</u>	<u>1/14/13</u>

Date:

CONTRACT NUMBER <u>09-304.3</u>	<u>CS</u>
COUNTY ORIGINAL	

AMENDMENT NO. 3  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.2)

CONTRACT NUMBER <u>09-304.3</u>	<u>CS</u>
COUNTY ORIGINAL	

WHEREAS, a Contract was entered into the (*Initial date of contract*) day of February 1, 2010, by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2013; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective February 1, 2013
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$10,176.00 for the previous maximum sum of \$7512.00 as stated in amendment 2 of original contract
3. Section IV of the contract entitled "Fees". Exhibit B of amendment 1 is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2014.
5. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this day of January 31, 2013.

APPROVED AS TO FORM

COUNTY OF TRINITY

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

By: \_\_\_\_\_  
Wendy G. Tyler  
County Administrative Officer

Date:

APPROVED AS TO FORM	INITIAL	DATE
CC	<u>OC</u>	<u>2/6/13</u>
AUD	<u>MM</u>	<u>1/17/13</u>
CAO	<u>LOT</u>	<u>1/14/13</u>

Date:

CONTRACT NUMBER <u>09-304.3</u>	<u>CS</u>
COUNTY ORIGINAL	

**Angela's Custodial Service**

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**Two Hundred Twenty-two dollars per month (\$222.00)**



DELIVERED APR 05 2012

AMENDMENT NO. 2  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.1)

CONTACT NUMBER	09-304.1
COUNTY OFFICIAL	2
	ESS

WHEREAS, a Contract was entered into the (initial date of contract) day of February 1, 2010, by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2012; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. ***This amendment is effective*** February 1, 2012
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$7512.00 for the maximum sum of \$4968.00 as stated in amendment 1 of original contract
3. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2013.
4. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this day of January 31, 2012. <sup>2 mtl</sup>

APPROVED AS TO FORM

COUNTY OF TRINITY

By: Angela Dills  
Contractor

By: Wendy B. Hoff  
County Administrative Officer

Date:

Date:

APPROVED AS TO FORM	
CC	ATTACHED
AM	MN 3/5/12
CO	WT 2/20/12

AMENDMENT NO. 2  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304.1)

CONTRACT NUMBER	09-304.1
COUNTY OF TRINITY	2
ADMINISTRATIVE	2

WHEREAS, a Contract was entered into the (Initial date of contract) day of February 1, 2010, by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2012; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective February 1, 2012
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$7512.00 for the maximum sum of \$4968.00 as stated in amendment 1 of original contract
3. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2013.
4. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this day of January 31, 2012.

APPROVED AS TO FORM

COUNTY OF TRINITY

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

By: \_\_\_\_\_  
County Administrative Officer

Date:

Date:

APPROVED	DATE
CL	3/15/12
MT	3/15/12
WT	2/22/12

CONTRACT NUMBER	09-304.1 CSS
COUNTY ORIGINAL	

AMENDMENT NO. 1  
TO CONTRACT BETWEEN  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE (09-304)

WHEREAS, a Contract was entered into the *(initial date of contract)* day of February 1, 2010, by and between the COUNTY OF TRINITY, and the ANGELA'S CUSTODIAL SERVICE, to provide Janitorial Service; and

WHEREAS, the Contract provides for a termination date of January 31, 2011; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* February 1, 2011
2. Section V, of the contract entitled "Maximum Cost to County" is amended by substituting the sum of \$4968.00 for the maximum sum of \$2424.00 as stated in original contract
3. Section VI of the contract entitled "Payment". Exhibit B in original contract is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
4. Section XIV of the contract entitled "Term of Agreement" the termination date is extended to January 31, 2012.
5. Section XXIII of the contract entitled "Compliance with Applicable Laws" is amended by adding Exhibit D, Federal/State Security Provision (attached). Contractor shall execute the security provision attached as Exhibit D, which is hereby incorporated by reference.
6. Notices shall be mailed to Contractor at:  
  
Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, CA 96093
7. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this day of January 31, 2011.

APPROVED AS TO FORM

COUNTY OF TRINITY

By: Angela Dills  
Contractor

By: OBJ  
County Administrative Officer

Date:

Date: 11-3-2010

APPROVED AS TO FORM	INITIAL
CC	
AUD	MT 11/4/10
CAO	WT 10/31/10

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**Two Hundred Twelve dollars per month (\$212.00)**

## EXHIBIT D

## INFORMATION SECURITY PROVISIONS

In the performance of this contract, the Angela's Custodial Service (herein referred to as "Contractor") agrees to protect all information (including but not limited to electronic files, data, paper documents and forms) or other information designated confidential and provided by the County in order to carry out this agreement, from unauthorized use and disclosure through observance of the same or more effective procedural requirements as used by the Child Support Services (herein referred to as "County"). Contractor further agrees to implement the following minimum administrative, physical, and information security safeguards to comply with the information security requirements provided in Family Code §17212; and Title 22, CCR §111430 and §111440 for the terms and length of this agreement and while in possession of, maintaining, or accessing County information.

## 1. ADMINISTRATIVE SAFEGUARDS

1. CONTACTS: Information security contacts responsible for security and confidentiality responsibilities related to this agreement.

CSS	Contractor
Robin McStay Trinity County Dept. of Child Support Svcs PO Box 489 Weaverville, CA 96093-0489 Phone: 530-623-1306 x120 rmcstay@trinitycounty.org	Angela Dills Angela's Custodial Service PO Box 2145 Weaverville, CA 96093-2145 Phone: 530-623-4178 Cell phone: 530-739-2862

2. DATA OWNERSHIP: The confidential or sensitive information being provided under this agreement remains the exclusive property of the County. Confidential and sensitive information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction.
3. INCIDENT REPORTING: All unauthorized or suspected unauthorized access, uses and/or disclosures (incidents) of information obtained under this agreement shall be thoroughly reviewed by each agency. Each agency shall comply with the incident reporting requirements in accordance with Civil Code Section 1798.29 and California State Administrative Manual section 5350. Contractor will immediately notify the County of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than three (3) business days of discovery; and provide all appropriate information via email to facilitate the required reporting requirements.
4. USE OF INFORMATION: Contractor acknowledges and agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in this agreement and shall agree to implement policies and procedures to ensure the confidentiality of such information. Contractor further agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or any other form for any other purpose other than identified in this agreement.
5. STATEMENT OF CONFIDENTIALITY: Contractor and each of its employees who may have access to the confidential or sensitive data of the County will be required to sign a



confidentiality statement attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.

6. **EMPLOYEE ACCESS TO INFORMATION:** Contractor agrees that information will be kept in the strictest confidence and shall only be made available to authorized personnel on a business "need-to-know" basis and only for the purposes authorized under this agreement. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.
7. **SECURITY AWARENESS TRAINING:** Contractor and all their users authorized to access confidential and sensitive information furnished or obtained under this agreement must receive security awareness training prior to accessing such information and annually thereafter. Security awareness training must contain instructional components, such as, but not limited to, information about the confidential nature of information, laws and regulations protecting the confidentiality of information, user responsibility for protecting the information, and the consequences and legal liability of unauthorized inspection or disclosure of the information. Contractor must provide COUNTY a copy of its security awareness training or a summary of its security awareness training components to the County's information security contact upon request.

## **2. PHYSICAL SAFEGUARDS**

1. **ACCESS AUTHORIZATION RECORDS:** Contractor shall maintain records of all authorized users and authorization level of access granted to the information obtained under in this agreement with the purpose as described in this agreement.
2. **ACCESS CONTROL:** Contractor shall maintain and secure any of its computer systems (network, hardware, software and applications) used in the performance of this agreement.
3. **SECURE AREAS:** Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of this agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the agreement.
4. **SECURE STORAGE:** Information in all forms, such as but not limited to tapes, cartridges, or other removable media, must be stored in areas physically secure from access by unauthorized persons as described in this agreement.
5. **MEDIA PROTECTION:** Contractor shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, and cartridges in its custody.
6. **DESTRUCTION OF RECORDS:** All records received by Contractor under this agreement shall return or destroy the information, including information stored on magnetic tapes, discs, and other medium, using confidential destruct methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruct

when they are no longer needed for the business purpose for which they were obtained or within thirty (30) calendar days of termination or end of contract.

### **3. INFORMATION SECURITY**

1. **ELECTRONIC TRANSMISSION**: All confidential information transmitted over a public network shall be encrypted.
2. **UNIQUE IDENTIFICATION**: Contractor's network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this agreement.
3. **CHANGE CONTROL**: All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this agreement must be approved by County in writing prior to implementation.
4. **SCREEN-LOCKING**: Computers capable of accessing information for the performance of this agreement must not be left unattended and logged on, unless secured by a screen-locking process or mechanism to prevent unauthorized access, or secured in a locked room not accessible to unauthorized personnel.
5. **AUDITING**: Contractor shall maintain an audit trail and record data access of authorized users and authorization level of access granted to information, based on job function. Said logs must be made available to the County's information security contact upon request.

STANDARD FORM PERSONAL SERVICES CONTRACT  
COUNTY OF TRINITY  
AND  
ANGELA'S CUSTODIAL SERVICE

CONTRACT NUMBER	2009-304
COUNTY ORIGINAL	DCSS

THIS AGREEMENT is made and entered into  
1st February, 2010, by and between the COUNTY OF TRINITY  
hereinafter referred to as "County," and Angela's Custodial Service (Janitorial  
Service), hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

Janitorial Services at Trinity County Child Support Office at 850 B Main St. Weaverville.  
Vacuum all carpeted areas. Dust & cobweb all areas, Empty Shredders & Trash Cans  
& replace liners, wipe down tables & counters in kitchen area. Disinfect all door handles  
& wash windows at least once a year. All supplies provided by TCDCSS & trash  
disposal costs; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

WHEREAS, Angela Dills is an employee of Trinity County Department of General Services as a custodian; and

WHEREAS, Contractor did not solicit this contract with the County, nor is her employment position one in which decisions regarding contracts is made;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

C. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ 2424.00, including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

For any services involving a public works or construction project the County shall retain 10 percent of each monthly progress payment, which shall be due upon completion and acceptance by County of the work or termination of this Contract.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

**VII. INSURANCE:** The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The Contractor shall be required to carry professional liability coverage in the amount of \$1,000,000.

The County shall be named as an *Additional Insured* on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County  
P O Box 1613  
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

**VIII. WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

**IX. NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract, the 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.

**X. INTEREST OF PUBLIC OFFICIALS:** No officer, agent, or employee of the County, in a position of making decisions on behalf of the County relating to this contract, during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**XI. SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.



**XII. LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

**XIII. BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option; Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

**XIV. TERM OF AGREEMENT:** This Agreement shall commence on ~~December 1, 2009~~ and shall terminate on ~~December 31, 2010~~.  
*February 1, 2010 W. Q. D. January 31, 2011.*

**XV. CONFIDENTIALITY:** All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

**XVI. TITLE:** It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

**XVII. TERMINATION:**

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. 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.

**XVIII. RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

**XIX. AMENDMENT:** This Contract may be amended or modified only by written agreement of all parties.

**XX. ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

**XXI. 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 Trinity County, California.

**XXII. INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

**XXIII. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act. *Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as Exhibit C, which is hereby incorporated by reference.*

**XXIV. ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the



prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXV. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

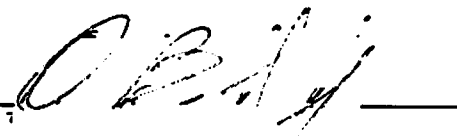
Trinity County Department of Child Support Services  
PO Box 489  
850 B Main St.  
Weaverville, CA 96093

Notices shall be given to Contractor at the following address:

Angela Dills  
Angela's Custodial Service  
PO Box 2145  
Weaverville, Ca 96093

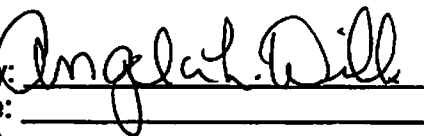
IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By: 

Dero B. Forslund  
County Administrative Officer


CONTRACTOR:

By: 

Name: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Telephone: \_\_\_\_\_

APPROVED AS TO FORM		
	INITIAL	DATE
CC		
AUD		2/18/09
CAO	WT	12/17/09

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY CONTRACTOR**

**Janitorial Service is two times per week as follows:**

**Wednesday & Friday**

**Vacuum all carpeted areas**

**Dust & remove Cob Webs all areas**

**Empty all shredders & trash cans and replace liners**

**Take trash to dump twice a week**

**Wipe down tables and counters in kitchen area**

**Disinfect all doors, facings, & knobs weekly**

**Wash windows several times a year (glass doors & entry window when needed)**

**All supplies will be provided by TCCSS & trash disposal card**

**EXHIBIT "B"**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**Two Hundred Two dollars per month (\$202.00)**

**EXHIBIT C**  
**HEALTH INSURANCE PORTABILITY**  
**AND ACCOUNTABILITY ACT SUPPLEMENT**

**Definitions:**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

- a. **Business Associate.** "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. **Covered Entity.** "Covered Entity" shall mean the County of Trinity.
- c. **Designated Record Set.** "Designated Record Set" shall mean:
  - (1) A group of records maintained by or for a covered entity that is:
    - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
    - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
  - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of

**Covered Entity.**

- j. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- k. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

**Obligations of Business Associate**

**Business Associate shall:**

- a. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- i. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security

of health information.

- j. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- k. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- l. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

#### **Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

#### **Obligations of Covered Entity**

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### **Term and Termination**

- a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health

Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. **Effect of Termination.**

- a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**Reservation of Right to Monitor Activities.**

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

(a) Business Associate is a "Qualified Service Organization" as that term is



defined at 42 CFR 2.11.

(b) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

**Miscellaneous**

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Dated: \_\_\_\_\_ **CONTRACTOR SIGNATURE**

# **NORTH STATE JANITORIAL & MAINTENANCE SERVICES**

**LIC. # 25886**

**BONDED**

**INSURED**

## **FAX SHEET**

**ATTN: DIANE DARRAH**

**SENT ON:**

**11/4/09**

**RE: CLEANING PROPOSAL**

**PHONE: (530) 623-1306**

**FAX: (530) 623-1479**

**2 PAGES**

- 1. FAX SHEET**
- 2. PROPOSAL**

**Thank you again,**

**Melissa,**

**North State Janitorial & Maintenance**

# **NORTH STATE JANITORIAL & MAINTENANCE SERVICE PROPOSAL**

License# 25886

Bonded

Insured

ATTN: DIANE DARRAH  
JOB: CHILD SUPPORT SERVICES  
ADD: 850 - B Main St.  
Weaverville, Ca. 96093  
PHONE: (530) 623-1306  
FAX: (530) 623-1479

DATE: 11-2-08

The following is a proposal to furnish supplies and cleaning service at the Job Site Address.  
Interior cleaning of Child Support Services located at 850-B Main St. in Weaverville, Ca.

**Description of service to be provided:****Once a week duties:**

- 1) Empty all trashcans and paper shredders. Replace bags as needed.
- 2) Dust all level areas below 6' (no papers or personal items will be removed for dusting).
- 3) Sanitize all telephones and door handles.
- 4) Sanitize all counters, tables, appliances and sink in kitchen.
- 5) Vacuum all carpeted areas.
- 6) Turn out designated lights and secure building before leaving.

**As needed duties:**

- 1) Clean high corners and cobwebs.
- 2) Spot clean interior doors and casings.

Estimate to clean twice a week is \$ 85.00 per. Week.

For a 4-week month price is \$ 340.00 longer months will be billed accordingly.

**Twice a Year:**

- 1) Clean Windows inside and out.

Estimate for cleaning windows is \$ 75.00 per cleaning

All cleaning will be billed by monthly invoice.

Thank you for allowing North State Janitorial & Maintenance to bid on your cleaning needs. I know we will provide you with the highest quality of service. We look forward to working with you in the future.

North State Janitorial & Maintenance  
P. O. Box 42  
Douglas City, Ca. 96024

623-3605 office or fax  
524-6285 cell

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Angela's Custodial Service**  
 3571 Steiner Flat Road  
 PO Box 2145  
 Weaverville, CA 96093

PROPOSAL NO.	1
SHEET NO.	
DATE	OCT. 28, 2009

PROP.

WORK TO BE PERFORMED AT:

NAME	Priority County
ADDRESS	Child Support Services
716	MAIN Street side B
Weaverville, CA	96093
PHONE NO.	623-1306

ADDRESS	TCCSS
716 MAIN ST.	Side B
DATE OF PLANS	Nov. 1, 2009
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of \_\_\_\_\_

Vacuum All carpeted Areas.

Dust & Cobweb all Areas.

Empty All shredders & Trash cans and Replace liners.

Wash windows several times a year. Glass doors and entry window when Needed.

Wipe down tables and counters in Kitchen Area.

Disinfect all doors, facing & knobs ~~at~~ weekly.

All supplies provided by T.C.C.S.S. & Trash disposal card

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of \$202 per month.  
 Dollars (\$ \_\_\_\_\_ )

with payments to be made as follows: monthly

Respectfully submitted

Angela L. Wills  
 Angela's Custodial Services

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Note - This proposal may be withdrawn by us if not accepted within 180 days.

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



# Western Surety Company

## JANITORIAL SERVICE BOND

Bond No. 15139077

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Angela Lorraine Dills DBA Angela's Custodial Service of PO Box 2145 Weaverville, CA 96093

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being Five Thousand and 00/100

DOLLARS ( \$5,000.00 ).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

### TERM OF BOND:

SECTION 1. The term of this bond begins with the 5th day of May, 2008, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

### DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

### DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

### FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

### MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

### NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

### LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

### DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.