



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: September 22, 2021

Department: Health & Human Services Agenda Planning Date: Sept 16, 2021 Time required: 10

☐ Audio/Visual aids

Contact: Rebecca Werner Phone: 503-566-3964

Department Head Signature: 

TITLE Garten Services, Inc. Janitorial Services Agreement HE-4301-21

Issue, Description & Background Contractor shall provide janitorial services at various County locations on a scheduled, as needed, and on-call/emergency basis. Locations include 2045 Silverton Rd Suites A & B; 3878 Beverly Ave buildings F, G, H; Psychiatric Crisis Center at 1118 Oak St and 9976 N. Pacific Hwy-Woodburn, and nine (9) transitional units at various locations. The period of performance is through September 30, 2024. The Contractor is a Qualified Rehabilitation Facility (QRF).

Financial Impacts: Total amount of contract over three year term not to exceed \$800,000.

Impacts to Department & External Agencies Health and Human Services anticipates no impact on other departments.

Options for Consideration: 1. Approve Garten Services agreement.
2. Deny approval of Garten Services agreement.
3. Take no action at this time.

Recommendation: Health and Human Services recommends approval of Garten Services agreement.

List of attachments: Garten Services agreement #HE-4301-21

Presenter: Ryan Matthews, Administrator

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Rebecca Werner; rwerner@co.marion.or.us



Marion County
OREGON

FINANCE DEPARTMENT

Contract Review Sheet

Contract #: **HE-4301-21**

Person Sending: **Rebecca Werner**

Department: **Health & Human Services**

Contact Phone #: **503-566-3964**

Date Sent: _____

☒ Contract ☐ Amendment# _____ ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **Janitorial Services**

Contractor's Name: **Garten Services, Inc.**

Term - Date From: **upon all signatures**

Expires: **Sep 30, 2024**

Contract Total: **\$800,000.00**

Amendment Amount: _____

New Contract Total: _____

Source Selection Method: Exemption (identify rule/statute)

50-0010

Additional Considerations (check all that apply)

☐ Board Order# _____

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date: _____

☐ Insurance Waiver (attach)

☐ CIP# _____ (required for all goods /software greater than \$5,000)

☐ Feasibility Determination (attach approved form)

☐ Federal Funds (attach sub-recipient / contractor analysis)

☐ Reinstatement (attach written justification)

☐ Retroactive (attach written justification)

Description of Services or Grant Award:

Contractor shall provide janitorial services at various County locations on a scheduled, as needed, and on-call/emergency basis.

FOR FINANCE USE

Date Finance Received: _____

BOC Planning Date: _____

Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date _____ ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature

**MARION COUNTY
CONTRACT FOR SERVICES #HE-4301-21**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Garten Services, Inc., hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on September 30, 2024. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond September 30, 2026.

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$800,000**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

D. Subject to the provision of Section 13 below, Contractor accepts any and all liability for any adverse effects originating from any Change in Law.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS.

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such reports provided by the Contractor shall be supported by documentation in Contractor's possession from third parties to the extent as applicable.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ Required by County ☒ Not required by County.

- ☐ \$1,000,000 Per occurrence limit for any single claimant; and
- ☐ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ Required by County ☒ Not required by County.

- ☐ \$2,000,000 Per occurrence limit for any single claimant; and
- ☐ \$5,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Bodily Injury/Death:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

v. Automobile Liability Insurance. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Bodily Injury/Death:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Garten Hawthorne
500 Hawthorne Ave SE
P.O. Box 13970
Salem, OR 97309
Fax No. 503-589-3119
gnichols@garten.org

To County:

Contracts and Procurement Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Items delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  9/9/2021

Ryan Matthews, Administrator Date

Authorized Signature:  9/9/2021

Jeremiah Elliott, Sr. Admin. Svcs. Mgr. Date

Service Code Various

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

GARTEN SERVICES, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** Contractor shall provide janitorial services at various County locations on a scheduled, as needed, and on-call/emergency basis. Janitorial services, locations and frequency are described in Attachment A.

B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** Janitorial service shall be provided at the specifications and locations provided in Attachment A, attached and hereto incorporated.

In providing these services, Contractor will provide supervisory staff to be trained on security procedures and assure that daily janitorial staff are thoroughly trained on security procedures. Contractor must be able to work independently and problem solve. Contractor will be required to provide County with an annual schedule for each building's non-daily services (i.e. quarterly cleanings). Contractor must adhere to an agreed upon work schedule for security reasons, including exact hours and exact number of personnel in any one building at any given time. Only authorized employees of the Contractor may perform any services, use of unauthorized personnel on the part of the Contractor is expressly forbidden. All paperwork, documents, or any other media at County locations are considered to be confidential and privileged, and Contractors employees are not authorized to read or make use of any paperwork on or in any desks or offices.

Contractor shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet(s) and equipment in a safe and clean condition.

Contractor shall comply with the Oregon Forward Program Contract Termination and Successor Contract Requirements prescribed by OAR 125-055-0037.

C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

C1. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).** The Business Associate Contract Provisions required by the Health Insurance Portability and Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this contract and are incorporated herein.

C2. **CRIMINAL HISTORY CHECK.** Contractor shall assure that all staff and volunteers used in any program receiving funding from the OHA, DHS or the Employment Division or is licensed by OHA or the Employment Division complete a criminal history check (ADDENDUM #2) per ORS 181.534 through 181.537 and shall not have unsupervised contact with clients prior to approval by the OHA or the Employment Division.

- C3. FALSE CLAIMS, FRAUD, WASTE AND ABUSE. Contractor shall cooperate with and participate in activities to implement and enforce the County's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Contractor shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Contractor shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Contractor is required to verify that their staff are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Contractor is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) www.sam.gov

- C4. CONFIDENTIALITY. Contractor agrees to sign and adhere to the Marion County Health Department Confidentiality Statement, attached herein (ADDENDUM # 3).

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$800,000**.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor's rates as stated in Attachment A for completing all Services and delivering all Goods required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES. Monthly payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Health & Human Services
Attn: Health AP
3180 Center Street NE
Salem, OR 97301**

ATTACHMENT A

JANITORIAL SERVICES & RATES			
Site/Type Service	Ft ²	Frequency	Price
Silverton Rd. Suite A 2045 Silverton Rd. NE Salem 97301	17,682		
Janitorial		6x/wk, Mon – Sat	\$4,696.35/mo
Carpet Cleaning		Quarterly	included
Tile/Linoleum Floor Strip & Wax		Quarterly	included
Silverton Rd. Suite B 2045 Silverton Rd. NE Salem 97301	28,162		
Janitorial		5x/wk, Mon – Fri	\$5,948.89/mo
Carpet Cleaning		Quarterly	included
Tile/Linoleum Floor Strip & Wax		Quarterly	included
PCC 1118 Oak Street SE Salem 97301	4,300		
Janitorial		5x/wk, Mon – Fri	\$1,185.51/mo
Carpet Cleaning		Quarterly	included
Tile/Linoleum Floor Strip & Wax		Quarterly	included
Beverly 1 3878 Beverly Ave. NE, Bldg. H Salem 97305	4,781		
Janitorial		5x/wk, Mon – Fri	\$1,907.68/mo
Carpet Cleaning		2x/year-scheduled	included
Tile/Linoleum Floor Strip & Wax		1x/year-scheduled	included

Beverly 3 3876 Beverly Ave., Bldg. G Salem 97305	8,640		
Janitorial		5x/wk, Mon – Fri	\$2,074.64/mo
Carpet Cleaning		2x/year-scheduled	included
Tile/Linoleum Floor Strip & Wax		1x/year-scheduled	included
Beverly 4 3867 Wolverine St. NE, Bldg. F Salem 97305	8,640		
Janitorial		5x/wk, Mon – Fri	\$2,074.64/mo
Carpet Cleaning		2x/year-scheduled	included
Tile/Linoleum Floor Strip & Wax		1x/year-scheduled	included
Woodburn 976 N Pacific Hwy. Woodburn 97071-3731	9,250		
Janitorial		5x/wk, Mon – Fri	\$2,074.64
Carpet Cleaning		2x/year-scheduled	included
Tile/Linoleum Floor Strip & Wax		1x/year-scheduled	included

Horizon House – Cottage R03 2435 Greenway Dr. NE Salem, OR 97301	3,000		
Deep Clean (to include carpet/floors/walls/kitchen/bathrooms)		Quarterly	\$506.26
Carpet Cleaning		As requested	\$39.65/hr
Tile/Linoleum Floor Strip & Wax		As requested	\$39.65/hr

Cottage R04 2420 Greenway Dr. NE Salem, OR 97301	2,940		
Deep Clean (to include carpet/floors/walls/kitchen/bathrooms)		Quarterly	\$506.26
Carpet Cleaning		As requested	\$39.65/hr
Tile/Linoleum Floor Strip & Wax		As requested	\$39.65/hr

Cottage R05 2430 Greenway Dr. NE Salem, OR 97301	3,017		
Deep Clean (to include carpet/floors/walls/kitchen/bathrooms)		Quarterly	\$528.20
Carpet Cleaning		As requested	\$39.65/hr
Tile/Linoleum Floor Strip & Wax		As requested	\$39.65/hr

Lotus House - Cottage R06 2440 Greenway Dr. NE Salem, OR 97301	2,900		
Deep Clean (to include carpet/floors/walls/kitchen/bathrooms)		Quarterly	\$519.80
Carpet Cleaning		As requested	\$39.65/hr
Tile/Linoleum Floor Strip & Wax		As requested	\$39.65/hr

Stepping Stones - Cottage R14 555 24 th Place NE #20 Salem, OR 97301	2,300		
Deep Clean (to include carpet/floors/walls/kitchen/bathrooms)		Quarterly	\$465.96
Carpet Cleaning		As requested	\$39.65/hr
Tile/Linoleum Floor Strip & Wax		As requested	\$39.65/hr

Additional cleaning – services that occur beyond regularly scheduled cleaning (evening or daytime)	Various locations	As requested	\$39.65/hr
On call/Emergency – to be accomplished within 4 hours of request	Various locations	On call/Emergency 24/7	\$43.34/hr

Daily tasks for general office area:

- Spot vacuum traffic area carpet daily
- Vacuum all areas weekly
- Use of HEPA vacuum to spot clean counters
- Clean entry doors
- Spot wash walls and carpet when needed
- Touchpoint cleaning of all door handles, common surfaces
- Clean/disinfect counters, horizontal surfaces
- Empty trash receptacles
- Mop floors in break room
- Wipe portion of trash receptacles when needed, weekly
- Refill hand sanitizing dispensers
- Empty area recycle bins when full

Daily restroom cleaning:

- Scrub, wash, and disinfect toilets and sinks: internal and external
- Clean mirrors
- Spot clean walls and doors as needed
- Clean and disinfect floors
- Empty trash receptacles and wipe containers
- Check and refill toilet paper, paper towel, air fresheners, and seat covers as needed
- Mop and disinfect floors
- Wipe exterior portion of trash receptacles when needed

Weekly misc. cleaning:

- Dust pictures, baseboard, name plates, blinds, tops of cubicle panels
- High dusting above doors and cabinets
- Vacuum vents and lights
- Dust computer monitors, phone, vents/fans/grills

Quarterly cleaning:

- Carpet cleaning at specified locations – see location list for details
- Tile floor strip & wax at specified locations – see location list for details

Cleanings to be done as needed:

- Clean inside of refrigerators and microwaves
- Carpet cleaning as requested
- Tile floor strip & wax as requested

Emergency Cleaning – All Locations:

- To be done within four (4) hours of request
- May include bodily fluids (including but not limited to blood, vomit, urine, feces)