

**APPENDIX B**

**STATEMENT OF WORK**

**(AS REVISED 020414)**

**ARMED AND UNARMED SECURITY GUARD  
SERVICES**

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## APPENDIX B

### STATEMENT OF WORK

#### 1.0 SCOPE OF WORK

- 1.1 The Los Angeles County Sheriff's Department (Department) is responsible for providing security in County of Los Angeles (County) facilities, hospitals, and clinics (Locations) located throughout the County. Security guard services are provided according to eight (8) geographic areas, known as Service Planning Areas (SPAs). The eight (8) SPAs are grouped into the following three (3) Zones: North Zone (SPAs 1, 2, 4), South Zone (SPAs 6, 7, 8), and Central Zone (SPAs 3, 5), to facilitate service delivery, support, training, and management under the Agreement.
- 1.2 Contractor shall provide trained and certified, professional, courteous, uniformed, and equipped armed and unarmed Security Guards, Security Guard Supervisors, twenty-four (24) hours a day, seven (7) days a week, including holidays, for specified Locations grouped within the three (3) Zones by the eight (8) SPAs in the County, as set forth in Attachment 2, Minimum Staffing for Applicable SPA, to this Statement of Work (SOW).
- 1.3 The number of Locations within a SPA may change during the Term of the Agreement, based on the operational and organizational requirements of the Location and/or the Department. Specific Locations may open or close and/or staffing levels may increase or decrease, thereby changing requirements. Contractor must have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the SPA; therefore, in addition to the staffing required on Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, a minimum of five (5) percent additional contract personnel who are cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the Term of the Agreement.

## **2.0 ADDITION/DELETION OF LOCATIONS, SPECIFIC TASKS, AND/OR WORK HOURS**

- 2.1 County, by and through the Department, shall have the right to (1) add and/or delete specific Locations within a SPA, and (2) add, delete, reduce, or change specific tasks and/or work hours for any and all shifts, during the Term of the Agreement, in accordance with Section 6.0, Change Notices and Amendments, of the Agreement.
- 2.2 County requests for a change, addition, and/or deletion of services shall be made by written notice to Contractor three (3) to five (5) Business Days prior to coverage change. Contractor shall be required to provide written confirmation of coverage changes within three (3) calendar days of receipt of such notice. County will prepare evidence of the change, addition, and/or deletion of services, according to Paragraph 6.0, Change Notices and Amendments, of the Agreement.
- 2.3 Emergent service requests shall be made by County, either verbally or in writing to Contractor, prior to the requested start of services (with written notice to Contractor by County made following service provision, in accordance with Paragraph 2.2 above.
- 2.4 Firearms-related requirements for armed Posts are listed in Subparagraph 6.4.3, Armed Security Guard Equipment/Accessories, of this SOW, as unarmed Posts may become armed Posts during the Term of the Agreement.

All changes must be made in accordance with Section 6.0, Change Notices and Amendments, of the Agreement.

## **3.0 QUALITY CONTROL**

- 3.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the Term of the Agreement that meets or exceeds all requirements. In the event that requirements and/or policies and procedures change during the Term of the Agreement,

Contractor shall update the Quality Control Plan and submit such updated plan to County Project Manager. The Quality Control Plan shall include, but is not limited to the following:

3.1.1 Method of monitoring all tasks and services to ensure that Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

3.1.2 The Quality Control Plan shall include, but is not limited to the information specified below:

3.1.2.1 Specific activities to be monitored either on scheduled or unscheduled basis; and

3.1.2.2 Methods of monitoring to include methods of verifying authenticity of reports, and methods to ensure quality of services; and

3.1.2.3 Frequency of monitoring; and

3.1.2.4 Samples of forms to be used in monitoring; and

3.1.2.5 Job title and level of personnel performing monitoring functions (Contractor shall ensure that Contractor Project Manager and/or Quality Control personnel, and not the Security Guards actually performing the security services, shall implement the Quality Control Plan); and

3.1.2.6 Plan for ensuring that services will continue in the event of a natural or manmade disaster, or strike of Security Guards and/or Security Guard Supervisors.

3.2 Contractor shall maintain and update as necessary written policy and procedures regarding the licensing, certification, training files, and work requirements for Contractor personnel assigned to provide armed and unarmed security guard services under the Agreement, and provide to County immediately upon request.

#### **4.0 HOURS AND DAYS OF OPERATION**

Contractor hours and days of operation will vary by Location. The hours and days are set forth on Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. Contractor may be required to work on County-recognized holidays. County will provide a list of County-recognized holidays (as specified in Paragraph 4.5, Holidays, of this SOW).

##### **4.1 Work Schedules/Deployment**

Contractor shall have discretion over the deployment of Security Guards and Security Guard Supervisors and shifts as long as service levels are met. Contractor shall maintain a continuously-updated deployment roster, which shall be incorporated herein by this reference, and submit a copy upon request and during the quarterly performance meeting.

In the event that County requires additional service hours or service days due to emergencies or temporary changes in workload, Contractor Project Manager shall work with County Project Manager to develop a plan to meet the new requirements and County will prepare a Change Notice in accordance with Paragraph 6.0, Change Notices and Amendments, of the Agreement.

##### **4.1.1 Supervision**

Security Guards shall be adequately supervised by Security Guard Supervisors. Contractor shall employ at least one (1) Program Supervisor per Zone on each shift (06:00~14:00 (AM), 14:00~22:00 (PM), 22:00~06:00 (EM)), in addition to the (1) Security Guard Supervisor for every ten (10) Security Guards, as required on Attachment 2, Minimum

Staffing for Applicable SPA (onsite and in the field) as specified in Exhibit 11A, Pricing Sheet and 11B, Minimum Staffing Plan by SPA. Security Guard Supervisors assigned to the field shall travel to their assigned Locations on a regular basis to work with their subordinates.

#### 4.1.2 County Staffing Plan

County staffing plan requirements are provided as Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. In the event that County's permanent requirements change during the Term of the Agreement, County Project Manager will provide Contractor with a revised Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, in accordance with the Amendment process set forth in Section 6.0, Change Notices and Amendments, of the Agreement.

#### 4.1.3 Contractor Staffing Plan

4.1.3.1 Contractor shall prepare a staffing plan for each Location, using the blank form attached as Exhibit P, Model Contractor Staffing Plan by Location, of the Agreement, to demonstrate how Contractor intends to fill each Post, using full-time employees, pursuant to the requirements of Exhibit J, Living Wage Program Ordinance, of the Agreement. Contractor shall provide details of Post coverage, for example: a Post requiring twelve (12) hours of coverage could show: one (1) guard working twelve (12) hours, or two (2) guards: one (1) working ten (10) hours and another one working two (2) hours, or two (2) guards: one (1) working eight (8) hours and another one (1) working four (4) hours, or two (2) guards working six (6) hours each.

4.1.3.2 A completed Exhibit P, Model Contractor Staffing Plan by Location, of the Agreement, shall be submitted for each

Location for review and approval by County Project Manager at least ten (10) Business Days prior to the commencement of Work under the Agreement. The completed Exhibit P, Model Contractor Staffing Plan by Location, shall be attached to the Agreement in accordance with Section 6.0, Change Notices and Amendments, of the Agreement.

4.1.3.3 In accordance with Subparagraph 5.1.5.4, Living Wage Compliance Forms, of this SOW, staffing plans for each Location shall also be submitted monthly on Exhibit P, Model Contractor Staffing Plan by Location, of the Agreement, as part of Living Wage compliance.

4.1.3.4 In the event that County's requirements change during the Term of the Agreement, Contractor shall provide a revised Exhibit P, Model Contractor Staffing Plan by Location, for County Project Manager approval, based on County's revised requirements, as specified in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, in accordance with Section 6.0, Change Notices and Amendments, of the Agreement.

#### 4.1.4 Open Post

4.1.4.1 Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to ensure there are no Open Posts at any time.

4.1.4.2 Posts are to be filled, according to County's staffing plan requirements, as set forth in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, at all times, unless County

gives written approval of an exception, modification, or change.

4.1.4.3 Security Guard Supervisor coverage shall be provided, according to County's staffing plan requirements set forth in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, and the required ratio of one (1) Security Guard Supervisor for ten (10) Security Guards shall be maintained at all times, in addition to the required one (1) Program Supervisor per Zone on each shift (06:00~14:00, 14:00~22:00, 22:00~06:00).

4.1.4.4 County shall view any Open Post as a serious breach of Agreement performance. More than three (3) instances of an Open Post in a Location within a thirty (30) calendar day period or three (3) consecutive days of an Open Post shall subject Contractor to significant additional assessments, liquidated damages, and possible forfeiture of Post, termination of the Agreement, and/or debarment.

4.1.4.5 Failure to fill Security Guard Supervisor positions as required shall constitute an Open Post and shall subject Contractor to Open Post assessment(s), as specified Subparagraph 4.1.4.4 of this SOW, and in Exhibit O, Performance Requirements Summary (PRS), of the Agreement.

4.1.5 Security Guards and Security Guard Supervisors shall be responsible for reporting absences to Contractor. Contractor shall report to County Project Manager the day before a planned absence or within one (1) hour of Security Guard or Security Guard Supervisor Work reporting time for unplanned absences. Upon reporting unplanned absences, Contractor shall deploy a replacement Security Guard or Security Guard Supervisor

(billed at Security Guard rate if replacing a Security Guard) to the Location immediately to ensure Post coverage at all times. If a Security Guard Supervisor is deployed for a Security Guard, they shall stand post until a replacement Security Guard arrives. The replacement Security Guard or Security Guard Supervisor shall report within one (1) hour or less from absence notification.

4.1.6 In the event that a Security Guard or Security Guard Supervisor must leave during the workday, Contractor shall send a replacement Security Guard or Security Guard Supervisor within one (1) hour or less of the Security Guard or Security Guard Supervisor's absence, with the replacement Security Guard or Security Guard Supervisor completing the remaining work schedule. In the event that a Security Guard Supervisor replaces a Security Guard, Contractor shall bill the County at the Security Guard rate. The one (1) hour replacement requirement is a baseline; Contractor shall make every effort to have a replacement on Location immediately upon notice of an Open Post.

#### 4.2 Unscheduled Work

4.2.1 County Project Manager must authorize Contractor to perform additional service hours in excess of the hours listed in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. No unscheduled service hours shall commence without advance written authorization by County Project Manager, except in an emergency, as specified in Subparagraphs 4.2.2 and 4.2.3 below.

4.2.2 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Security Guard shall control the situation and intervene, as appropriate, to prevent injurious acts to persons or property. As soon as it is safe to do so, Security Guard shall notify Security Guard Supervisor and/or Contractor Project Manager of the

incident. Security Guard Supervisor shall contact the County manager or administrator at the Location and the County Project Manager or County Services Bureau Watch Commander to advise them of the situation and request approval and/or direction before allowing Security Guard to begin or continue Work under the Agreement. County will provide verbal authorization for additional service hours and/or additional contract personnel if necessary. County will follow verbal authorization with an email approving additional services to Security Guard Supervisor and/or Contractor Project Manager who will provide direction to Security Guard. Contractor shall proceed diligently to work within the approved service hours.

4.2.3 All authorized unscheduled service hours shall commence on the date and time specified, by County Project Manager or County Services Bureau Watch Commander, followed by evidence of the change in accordance with Section 6.0, Change Notices and Amendments, of the Agreement.

4.2.4 County reserves the right to perform unscheduled work using County staff or to assign the work to another County contractor.

#### 4.3 Security Guard and Security Guard Supervisor Overtime

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act regarding payment of overtime, consistent with Section 18.0, Fair Labor Standards, of Exhibit A, Additional Terms and Conditions, of the Agreement. County may impose an assessment against Contractor for failure by Contractor to observe this requirement as specified in Exhibit O, Performance Requirements Summary (PRS), of the Agreement. County may report Contractor's non-compliance with the California Labor Code to the California Labor Commissioner.

4.3.1 Contractor shall monitor and ensure that each of its Security Guards and Security Guard Supervisors work no more than twenty-four (24) hours per

week of overtime on any County assignment. County will only pay for the overtime specified in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. Contractor shall be compensated at the overtime rate of one and a half (1.5) times the hourly labor rate only for those overtime hours that are required by County and considered by County to be overtime on a County assignment at a Location under the Agreement as set forth in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. County Project Manager shall have the authority to deny overtime that is not specified in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. Overtime that is not specified in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, and/or not approved by County Project Manager shall be paid at the straight time rate by County.

- 4.3.2 Security Guards and Security Guard Supervisors who use their employment with Contractor as a “second job” shall limit their weekly hours to twenty-four (24) hours on the Agreement.
- 4.3.3 County may impose an assessment of one hundred dollars (\$100) per occurrence against Contractor for failure to observe the requirements as specified in Subparagraphs 4.3.1 and 4.3.2 above and in Exhibit O, Performance Requirements Summary (PRS), of the Agreement.
- 4.3.4 Contractor shall pay Security Guards and Security Guard Supervisors (other than those with an alternate work schedule) who have worked in excess of eight (8) hours per day, at the compensation rate of one and a half (1.5) times their hourly labor rate for such work in excess of eight (8) hours per calendar day, or as required by law. County will only pay for the overtime specified in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. Payment for any unspecified overtime shall be the Contractor’s responsibility.

4.3.5 County will not pay overtime for any Security Guard or Security Guard Supervisor who has worked a full shift at another Post and is brought in to cover a County assignment, such as when a guard has called in sick.

#### 4.4 Services in Emergency Situations

In the event of an "emergency situation," Contractor shall continue to provide services under the Agreement. Notifications and authorizations for "emergency situations" shall be the same as stated in Paragraph 2.3 and Subparagraphs 4.2.2 and 4.2.3 of this SOW. An "emergency situation" includes, but is not limited to, fire, flood, earthquake, civil disturbance and other natural or manmade disasters. County Project Manager or County Services Bureau Watch Commander will determine if a particular situation constitutes an "emergency situation" as specified in this Paragraph 4.4, Services in Emergency Situations, and shall determine the extent to which services shall be provided. Contractor shall provide adequate staffing to ensure continued services to the extent determined by County.

##### 4.4.1 Business Continuity Plan

Contractor shall prepare and maintain a continuously-updated Business Continuity Plan (BCP), in accordance with Paragraph 6.7, Contractor Business Continuity Plan – Emergency Response, of this SOW.

#### 4.5 Holidays

When twenty-four (24) hour/seven (7) day a week coverage is required at specified Locations, Contractor may be required to provide services on County-recognized holidays.

4.5.1 Contractor will be paid by County at the overtime rate of one and a half (1.5) times the hourly labor rate for Security Guard and Security Guard Supervisor hours required on dates that are recognized by both County

and Contractor as holidays, provided the Contractor pays the overtime rate of one and a half (1.5) times the hourly labor rate to Security Guards and Security Guard Supervisors.

4.5.2 Holiday dates will vary from year to year. County Project Manager will provide Contractor with a list of County-recognized holidays for the following calendar year as soon as they become known. Contractor shall provide County Project Manager with a list of Contractor-recognized holidays for the following calendar year as soon as they become known.

## **5.0 COUNTY'S RESPONSIBILITIES**

### **5.1 County-Furnished Items**

5.1.1 County will furnish non-exclusive space along with routine building/ground maintenance as specified in Exhibit A, Additional Terms and Conditions, Section 35.0, County Facility Office Space, of the Agreement. County will repair and/or replace County-provided furniture and equipment due to normal wear and tear. County may inspect, demand return of, and otherwise have a right to enter and search such property in accordance with existing County policies and practices.

5.1.2 Upon termination of the Agreement, all County-furnished equipment shall be returned to County in good operating condition, less reasonable wear and tear.

5.1.3 Contractor personnel shall sign in and sign out for all County-furnished equipment, such as keys and radios, when reporting for duty and at the end of the work shift.

5.1.4 Contractor Project Manager shall report any improperly working or defective County-furnished equipment to County Project Manager through a written memorandum within twenty-four (24) hours of Contractor's knowledge of the problem or defect.

5.1.5 The following is a list of forms or logs that are applicable to the requirements for implementation of this SOW that will be provided to the Contractor, by County Project Manager, prior to commencement of Work under the Agreement.

5.1.5.1 Post Orders: County forms

Post Orders are proprietary documents created, issued, and maintained by the Department. General Post Orders apply to all Locations. Site-Specific Post Orders are unique to the requirements of the Location or the Post to which they apply. Both General Post Orders and Site-Specific Post Orders are to be followed by Contractor completely and at all times.

5.1.5.2 Contract Discrepancy Report: County form

Exhibit N, Contract Discrepancy Report, of the Agreement.

5.1.5.3 Security Incident Report: County form

Security Incident Report (SIR) is used by Contractor to report significant security incidents, including, but not limited to, incidents involving: any use of force, detention of an individual pursuant to arrest, any incident requiring law enforcement or emergency response or backup, building or area evacuations, or bomb threat. SIRs are to be completed and submitted to County Project Manager immediately following a security incident.

5.1.5.4 Living Wage Compliance Forms: County forms

Exhibit K, Monthly Certification of Applicable Health Benefit Payments, of the Agreement.

Exhibit L, Payroll Statement of Compliance, of the Agreement.

Exhibit P, Model Contractor Staffing Plan by Location, of the Agreement.

## 5.2 County-Provided Training

5.2.1 County-provided training will be provided by County in accordance with Paragraph 2.1, County-Provided Training – Overview, and Paragraph 2.2, Contractor and/or County-Provided – Annual and/or Continuing Education Training, of Attachment 3, Training Outline, of the SOW.

5.2.2 The County will provide the training set forth in Paragraph 2.1, County-Provided Training – Overview, and Paragraph 2.2, Contractor and/or County Provided – Annual and/or Continuing Education Training, of Attachment 3, Training Outline, of this SOW, to Security Guards and Security Guard Supervisors performing services at specific County Locations. Training may include, but shall not be limited to, initial, annual, continuing education, and specialized County-provided training conducted by County personnel, in accordance with the Joint Commission for Accreditation of Hospital Organizations (JCAHO), Title 22, the Commission on Accreditation of Rehabilitation Facilities (CARF), and/or other compliance or regulatory bodies, and/or policies of the specific assignment, Location and/or Post where security services are being provided.

5.2.3 Contractor shall be responsible for all costs, as specified below, of the initial and any subsequent training time required throughout the Term of the Agreement. Contractor shall pay up to eight (8) hours

of straight time per day, for up to two (2) days, for each Security Guard or Security Guard Supervisor to attend initial, annual, specialized and/or additional required Contractor or County-provided training. Contractor shall provide and pay for backfill coverage for any Security Guard or Security Guard Supervisor attending required training. Contractor is not required to pay for County personnel that provide County-provided training.

### 5.3 Court Appearances and/or County Investigations

5.3.1 Security Guards and Security Guard Supervisors may be required to appear in court or make statements to investigators regarding job-related incidents. In the event that the Security Guard or Security Guard Supervisor is called upon as a witness for a job-related incident, County will reimburse Contractor (as set forth in Subparagraph 5.3.2 of this SOW and Subparagraph 10.2.5, Court Appearances and/or County Investigations, of the Agreement) for the court appearance or investigation interview, based on review and approval by County Project Manager.

5.3.2 County will pay up to eight (8) hours per day of straight time for each summoned Security Guard or Security Guard Supervisor when a court appearance or investigation interview is required. If the court appearance or investigation interview occurs during Security Guard or Security Guard Supervisor's normal work shift, Contractor shall provide backfill coverage which will be reimbursed at straight time.

5.3.3 Contractor must list appearance cost as a separate line item on Contractor's monthly invoices, and must attach supporting documentation, such as a copy of the police report, Security Incident Report (as specified in Subparagraph 10.2.5, Court Appearances and/or County Investigations, of the Agreement and Section 8.0, Reporting Requirements, of this SOW), subpoena, or written request for appearance. County Project Manager

shall have the discretion to approve or deny invoice payment request based upon the documentation presented.

## **6.0 CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Purpose**

6.1.1 Contractor shall provide background-cleared, certified, trained, uniformed and equipped, professional and courteous, armed and unarmed Security Guards and Security Guard Supervisors, as needed by Department, in accordance with Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, and Exhibit P, Model Contractor Staffing Plan by Location, of the Agreement. Duties include, but are not limited to, the following:

6.1.1.1 Screen County employees, clients, visitors and/or other members of the public at designated entrances;

6.1.1.2 Ensure County employees present appropriate identification prior to being admitted to a Location, or a restricted area within a Location;

6.1.1.3 Provide a uniformed presence to act as a deterrent to crime;

6.1.1.4 Intervene to prevent injurious acts to persons and property;

6.1.1.5 Safeguard County property against fire, theft, vandalism, and illegal entry;

6.1.1.6 Prevent entry of firearms and contraband;

6.1.1.7 Provide information and assistance to the public as needed;  
and

6.1.1.8 Ensure safety and security are monitored twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

6.1.2 Contractor shall provide background-cleared, trained, professional and courteous Program Managers and Program Supervisors, as needed by Department, in accordance with Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, and Exhibit P, Model Contractor Staffing Plan by Location, of the Agreement. These positions are not directly billed by Contractor to County. Duties include, but are not limited to, the following:

6.1.2.1 Perform supervision and administrative duties for Contractor, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and

6.1.2.2 Interface with Department and County facility administrators.

## 6.2 General

6.2.1 Contractor shall provide, at Contractor's expense, all working materials/documents necessary to perform the services required hereunder, including but not limited to: 1) documents, 2) log sheets, and 3) stationary, as set forth in Paragraph 8.13, Daily/Weekly Reporting Documents, of this SOW.

6.2.2 Contractor-owned equipment and related accessories which are used by Security Guards and Security Guard Supervisors to provide services under the Agreement must be kept clean at all times and shall be maintained according to manufacturer standards. County Project Manager may from time to time inspect such items to ensure they are in proper working order.

### 6.3 Personnel

6.3.1 Contractor shall have the flexibility and capability to provide varying numbers of Security Guards and Security Guard Supervisors to Locations in the SPA; therefore, as specified in Section 1.0, Scope of Work, of this SOW, in addition to the staffing required on Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, a minimum of five (5) percent additional contract personnel who are background-cleared, trained, certified, and equipped shall be available for deployment at any time by Contractor throughout the Term of the Agreement.

#### 6.3.2 Background Investigations

6.3.2.1 All armed and unarmed Security Guards and Security Guard Supervisors providing services under the Agreement, and any Contractor employee designated as Program Manager, Program Supervisor, or Contractor Project Manager, shall be required to undergo and pass a background investigation, to the satisfaction of County as a condition of beginning and continuing to provide services under this Agreement, or as a condition for promotion to a supervisory position under the Agreement, as described in Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement. All background clearances will be determined by the Department. Subsequent investigation or information obtained by the Department may cause a background clearance to be revoked.

6.3.2.2 Such background investigation must include, but shall not be limited to, information obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but

shall not be limited to, criminal conviction information and as further described in Subparagraph 6.3.2 (Background Investigations) of this SOW. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

6.3.2.3 County will not accept any of Contractor's employees who have been involved in any of the following:

- a) Felony conviction;
- b) Conviction for a sex offense;
- c) Military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
- d) Conduct that would preclude the employee from receiving a bond;
- e) Convictions of drunk or reckless driving within the last three (3) years; or
- f) Any pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records; or any pattern of recent or habitual illegal drug use.

6.3.2.4 The background investigation requirements are subject to change at any time, at the sole discretion of County.

6.3.2.5 All background information is confidential and not reviewable by Contractor or Contractor's employees. Department will

not provide any information obtained through the Department background investigation to Contractor or Contractor's employees.

6.3.2.6 Contractor shall be responsible for reimbursement or direct payment to County for actual costs of performing each background investigation. The cost is approximately one hundred fifty dollars (\$150) per employee. This fee will be charged to Contractor, whether an individual is cleared or not at the discretion of the County.

### 6.3.3 Administrative File

For each employee scheduled for background investigation, Contractor shall provide a pre-background Administrative File and documentation to County Project Manager for review and approval prior to scheduling background investigation. The Administrative File shall contain copies of the following:

6.3.3.1 Statement on Workplace Equality Acknowledgement of Receipt

Contractor shall include the Statement on Workplace Equality Acknowledgement of Receipt, attached hereto as Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt, of this SOW, signed by the employee scheduled for background investigation.

6.3.3.2 Contractor Employment Application

Contractor shall submit a copy of a completed Department-approved Contractor employment application on each prospective Security Guard, Security Guard Supervisor, Contractor Project Manager, Program Manager, and Program Supervisor at the time the candidate is referred to

County for background investigation. The application shall, as applicable and appropriate, include the following:

a) Employment History

Employment history shall include a list of candidate's present or last job first, then all jobs held and any periods of unemployment for the previous ten (10) years, including all security services experience.

b) Military Service

All military experience (regular or reserve) must be documented. Include a copy of candidate's Selective Service Card and/or military discharge papers DD214. If candidate does not possess a Selective Service Card or military discharge papers, explain why information is not available.

c) Driving Record

Include current printout of the candidate's Department of Motor Vehicle Record is required at the time of the candidate's interview with Department Civilian Background Unit and annually thereafter.

d) Credit Report

Include copy of candidate's current credit report from Equifax, Experian, or Trans Union.

e) Guard Registration Card

Include copy of current Guard Registration Card, issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS).

- f) Certificate for Cardiopulmonary Resuscitation (CPR) for Adult, Child, and Infant, including Automated External Defibrillator (AED)  
 Include copy of current Adult, Child, and Infant CPR card, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours) and Automated External Defibrillator (AED) certification.
- g) First Aid Certification for Adult, Child and Infant  
 Include copy of current First Aid Certification, issued by American Red Cross, American Heart Association, or equivalent provider (8 hours).
- h) Baton Permit Issued by BSIS  
 Include copy of baton permit issued by BSIS.
- i) Certificate of Training: BSIS Certified Course in Baton Training (4 hours)  
 Include copy of POST certification in baton, according to Subparagraph 8.9.3.2(f) of this SOW. All licensees/registrants holding a baton permit may carry any type of baton on the job, as long as he or she is proficient in the use of the specific type of baton.
- j) California Firearm Qualification Card (armed Security Guards and Security Guard Supervisor positions only)  
 Include copy of current California Firearm Qualification Card.
- k) California Firearm Permit (armed Security Guards and Security Guard Supervisors only)  
 Include copy of current California Firearm Permit.
- l) BSIS Certified Course in Firearms Training (8 hours)

Include copy of current BSIS Certified Course in Firearms Training.

m) Pepper Spray Permit

Include copy of permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

n) Valid California Class "C" Driver's License or California Identification Card

Include copy of valid California Class "C" Driver's License or California Identification Card.

o) High School or G.E.D. diploma or equivalent

Include copy of High School or G.E.D. diploma or equivalent.

6.3.3.3 Preliminary and Annual Physicals / Examination / Testing / Proof of Vaccination

Based on the regulatory compliance requirements of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Cal/OSHA standard set forth at 8 CCR § 5199, and Title 22 of California Code of Regulations, the County has established and maintains policies related to initial and annual health examinations, testing, and proof of vaccination of all individuals working in all Locations.

- a) Contractor shall provide initial physical examination and testing, and provide proof of vaccination, as specified below, for all Security Guards, Security Guard Supervisors including Post Commanders and Watch Supervisors, and any employee designated as Program Manager, Program Supervisor and

Contractor Project Manager, assigned to provide services under the Agreement at the time the Administrative File is submitted for County review, and annually thereafter.

- b) Physical examination shall include, but shall not be limited to, the following: Complete Blood Count (CBC), urinalysis, Rapid Plasma Reagin (RPR), Tuberculosis (TB) Screening (skin test with chest x-ray follow-up test for positive skin test), proof of vaccination for: Measles, Mumps, Rubella (MMR) and varicella (chickenpox). For the Hepatitis B vaccine, proof of vaccination or declination form signed by candidate. In addition, tetanus, diphtheria, and acellular pertussis (Tdap), seasonal flu and H1N1 vaccination, vision, and other tests are optional but may be required by County during the Term of the Agreement.
- c) Security Guards, Security Guard Supervisors, Program Managers, Program Supervisors, and Contractor Project Manager shall undergo annual physical examinations, which will include TB screening. Results of these examinations shall be submitted to Contractor and maintained in Contractor's employee files, (on site if required by the Location).
- d) Security Guards and Security Guard Supervisors must have the physical capability to perform all of the duties specified in this SOW. County may require Contractor to provide medical certifications for

individual Security Guards or Security Guard Supervisors, if County determines that their physical condition appears to be questionable.

#### 6.3.4 Experience Requirements

Contractor shall provide personnel who meet the following experience requirements:

##### 6.3.4.1 Contractor Project Manager

Contractor Project Manager shall have a minimum of three (3) years experience within the last five (5) years providing security project management services, equivalent or similar to those required in this Agreement, including management and coordination of multiple service locations and acting as a "central point of contact" for services.

##### 6.3.4.2 Program Manager(s)

Program Managers shall have two (2) years experience within the last three (3) years providing administrative duties for Contractor, such as time-keeping, personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and County facility administrators.

##### 6.3.4.3 Program Supervisor(s)

Program Supervisors shall have one (1) year experience within the last three (3) years providing supervision and administrative duties for Contractor, such as time-keeping,

personnel and payroll support, either dedicated to a particular Location, or with hours distributed to a particular Location and its satellite Locations; and interfacing with Department and County facility administrators.

6.3.4.4 Post Commander(s)

Post Commanders shall have two (2) years security supervisor experience within the last three (3) years, providing supervisory security services equivalent or similar to those of Security Guard Supervisor and/or Watch Supervisor.

6.3.4.5 Watch Supervisor(s)

Watch Supervisors shall have a minimum of (2) years security supervisor experience within the last three (3) years, providing services equivalent to Guard Supervisor.

6.3.4.6 Security Guard Supervisor(s)

Security Guard Supervisors shall have a minimum of two (2) years paid armed or unarmed security experience within the last three (3) years.

6.3.4.7 Security Guard(s)

Security Guards shall have one (1) year paid armed or unarmed security experience within the last three (3) years.

6.3.4.8 Military Service

Military service may be accepted as meeting all or part of the security experience requirements, if security experience is clearly articulated in the candidate's job history.

#### 6.3.5 Bilingual Staffing Plan

Contractor shall establish a bilingual staffing plan that provides bilingual staffing (defined as speaking English and at least one additional language) to meet the needs of each Post as evaluated and required by County.

#### 6.3.6 Site/Post-Specific Orientations and Training

Contractor shall conduct site/post-specific orientation and training to ensure assigned Security Guards, Security Guard Supervisors, Program Managers, and Program Supervisors are familiar with the Location and understand the general Post Orders and Site-Specific Post Orders, and understand their responsibilities in the Location. Training to be completed is listed on page nine (9) of Attachment 3, Training Outline, of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day. Eight (8) hours of training is required.

#### 6.3.7 Annual Performance Evaluations

Contractor shall conduct annual performance evaluations for Security Guards, Security Guard Supervisors, Program Managers, and Program Supervisors. A copy of the employee's performance evaluation shall be included in each employee's Training File.

### 6.4 Contractor-Furnished Items

All Contractor-furnished items in this Paragraph 6.4, including all Subparagraphs, are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employees or to the County.

#### 6.4.1 Uniforms/Identification Badges

- 6.4.1.1 Contractor shall ensure that all on-duty Security Guards and Security Guard Supervisors wear complete Department-approved uniforms.
- 6.4.1.2 Uniforms must be provided by Contractor, at Contractor expense, at no cost to Contractor employee or to the County, tailored for the employee, and be the same for all assigned Security Guards and Security Guard Supervisors, unless an exception is required or approved by the County Project Director.
- 6.4.1.3 Contractor shall obtain written approval for uniform(s) and other related attire from County Project Manager at least ten (10) calendar days prior to commencing Work under the Agreement.
- 6.4.1.4 Uniforms shall consist of the following items, unless an exception is required or approved in writing by the Department:
- a) Trouser – Navy or Black;
  - b) Shirt/blouse – White or Gray;
  - c) Alternate Shirt – Black or White Polo (as requested and approved by County);
  - d) Belt – solid black, basket weave;
  - e) Tie – solid black (as needed);
  - f) Tie bar – gold in color (as needed);
  - g) Socks – Solid Black or Navy Blue;

- h) Shoes – Solid Black, leather, Military Type (low laced, plain toed oxfords, with smooth finish);
- i) Shoulder patches, as required by California Business and Professions Code 7582.26(f), on both arms of uniform shirt/blouse and jacket;
- j) Rain gear (as needed);
- k) Name Tags;
- l) Jacket, with appropriate shoulder patches, as appropriate to weather conditions – Navy or Black (as needed);
- m) Photo Identification Badge, with name, to be in the immediate possession of employee, and not visibly worn while on duty.

6.4.1.5 Security Guard and Security Guard Supervisor uniforms shall always be clean and neatly pressed.

6.4.1.6 Contractor shall provide, at Contractor expense, at no cost to Contractor employee or to the County, all employees providing services under the Agreement with a County-approved photo identification card, listed in Subparagraph 6.4.1.4(m) above, and as further described in Paragraph 4.4, Contractor Staff Identification Card, of the Agreement.

#### 6.4.2 Security Guard Equipment/Accessories

6.4.2.1 All armed and unarmed Security Guards and Security Guard Supervisors (including relief, as required) shall be equipped by the Contractor, at Contractor expense, at no cost to

Contractor employee or to the County, with at least the following equipment/accessories:

- a) Current California Guard Registration Card;
- b) Sam/Sally Browne (gun belt);
- c) One (1) Handcuff case;
- d) One (1) set Handcuffs plus key;
- e) Four (4) keepers;
- f) One (1) Key Snap;
- g) One (1) heavy-duty 3-cell flashlight approved by County, or approved alternate, with batteries;
- h) One (1) radio holder/pouch;
- i) Badge, to be worn on the upper left breast of the uniform;
- j) Side Handle Baton with Baton Ring or Collapsible Side Handle Baton with Baton Ring. Handler, 12", or the ASP (24" or 26") expandable straight stick;
- k) Valid and current permit for Baton, and;
- l) Pepper spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried in holster).

6.4.2.2 Contractor shall be responsible for the maintenance of all Contractor-furnished Security Guard equipment/accessories.

#### 6.4.3 Armed Security Guard Equipment/Accessories

All armed Security Guard equipment/accessories are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County.

6.4.3.1 Armed Security Guards shall be equipped with all items listed in Subparagraph 6.4.2, Security Guard Equipment/Accessories, of this SOW, plus:

- a) Valid and current firearms permit indicating the specific firearm issued;
- b) Leather thumb break, break front holster for Colt, Smith & Wesson 38/357 Beretta, 9mm Glock or Sturm Ruger double-action, 38 Special or .357 magnum caliber revolver;
- c) Ammunition pouch and speedy loaders;
- d) .38 caliber, either Winchester 110 grain +P+ or Spear 125 grain+P, semi-jacketed, hollow point or Remington .38 Special plus P hollow points 128 grain or Winchester; and
- e) Round Ball full jacket bullets in accordance with the following:
  - 1) Must be factory loaded;
  - 2) A minimum of 12 additional rounds must be carried for the handgun;
  - 3) The ammunition is to be replaced annually;
  - 4) Must be approved by the Department's Range staff.

6.4.3.2 Contractor shall be responsible for the maintenance of all Contractor-furnished armed Security Guard equipment/accessories.

#### 6.4.4 Materials and Equipment

All materials and equipment are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County. The purchase and maintenance of all materials/equipment to provide the required services is the responsibility of Contractor. Contractor shall ensure all materials and equipment are available and that equipment is clean, well maintained, in good operating condition, neat and professional in appearance, meets manufacturer standards, is safe for the environment, and is safe for use by the employee.

##### 6.4.4.1 Radios

Contractor shall provide hand-held radios, desktop radio(s), batteries, supplies, and maintenance for radios, as follows:

- a) Contractor shall ensure all radios are programmed and available, and that the radio system is operational prior to commencing Work under the Agreement, and that the radio system is able to operate efficiently and effectively throughout Locations or building and grounds of the Location without interruption and follow all FCC regulations.
- b) Contractor shall provide one (1) hand-held radio for each Contractor personnel, designated Department personnel, and one or more facility administration personnel, as required.

- c) Contractor shall provide a sufficient number of batteries to provide a fully-charged battery and a fully-operational radio for each Security Guard and each Security Guard Supervisor on each shift at Locations designated as requiring twenty-four (24) hour and/or sixteen (16) hour coverage.
- d) Contractor shall provide one (1) desktop radio (dependent on Location and/or SPA) for Department personnel as required by County.
- e) Contractor shall provide one (1) hand-held radio for the designated Department personnel as required.
- f) Contractor shall provide regular maintenance, repair and/or replacement for radio equipment as needed.

#### 6.4.4.2 Electronic Post Confirmation System

Contractor shall utilize a check-in/check-out Electronic Post Confirmation System, in addition to actual hard copy sign-in/sign-out sheets, for Security Guard(s) and Security Guard Supervisor(s) assigned to work at all Locations. The Electronic Post Confirmation System shall have the ability to generate a report that shows check in/out times and hours worked. The report shall be used to generate monthly invoices to be submitted to County along with hard copy sign-in/sign-out sheets. Contractor shall provide and maintain such Electronic Post Confirmation System, at no cost to County.

#### 6.4.5 Vehicles

All vehicles are to be provided by the Contractor, at Contractor expense, at no cost to Contractor employee or to the County.

6.4.5.1 Contractor shall provide vehicles for Contractor's relief personnel and Security Guard Supervisors to enable them to provide relief, make their rounds of inspections, conduct random site visits, and fulfill relief and supervisory responsibilities at the different Locations.

6.4.5.2 Contractor may provide vehicles to Security Guard personnel to use vehicles to perform their assigned duties.

6.4.5.3 Contractor vehicles shall be clearly identified, and must be well maintained and kept clean at all times.

6.4.5.4 Contractor provided vehicles shall be as follows:

- a) Less than five (5) years old;
- b) In good condition/repair with no visible damages;
- c) Properly marked with company name and logo;
- d) Suitable for parking lot patrol;
- e) Shall have yellow light bar affixed to roof;
- f) Shall have the following items:
  - 1) First aid kit;
  - 2) 5 lb. ABC type fire extinguisher;
  - 3) Hand-held or vehicle spotlight;
  - 4) Traffic cones;

- 5) Flares;
- 6) Yellow scene management (banner guard type) tape.

g) Tires shall be in good condition at all times.

6.4.5.5 Contractor shall maintain and provide, upon request by County, a current vehicle list, including description, license plate numbers, and vehicle identification numbers of all Contractor owned vehicles used by Security Guards and Security Guard Supervisors providing services under the Agreement. All vehicles must be in safe operating condition in compliance with all California Vehicle Code regulations.

6.4.5.6 County may conduct periodic inspections of all Contractor vehicles used to provide services under the Agreement.

6.4.5.7 Parking Fees

Contractor shall be responsible for making parking arrangements and paying parking fees for Contractor employees assigned to work at any Location without public parking. County will not make any special parking arrangements for Contractor personnel.

6.5 Security Guard and Security Guard Supervisor Training Requirements

6.5.1 A detailed outline of all required training is provided in the Attachment 3, Training Outline, of this SOW (also referenced in this Paragraph 6.5, Security Guard and Security Guard Supervisor Training Requirements,

and in Paragraph 5.2, County-Provided Training, of this SOW). Any required certifications must be validated and documented on employee training records, as specified in Paragraph 8.9, Security Guard and Security Guard Supervisor Training Program Reports, of this SOW.

6.5.1.1 Except as otherwise specified in this Paragraph 6.5, Security Guard and Security Guard Supervisor Training Requirements, and in Paragraph 5.2 County-Provided Training, and in Attachment 3, Training Outline, of this SOW, Contractor shall be responsible for the training of its Security Guards and Security Guard Supervisors, and must bear all such expenses.

6.5.1.2 Contractor shall ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS). Firearms training is required for all armed Security Guards and Security Guard Supervisors.

6.5.1.3 County may audit Contractor's training classes and/or inspect employee training records at County Project Manager's discretion.

6.5.1.4 Contractor shall submit to County Project Manager, ten (10) Business Days prior to commencing Work under the Agreement, a report of the training courses completed by Security Guards and Security Guard Supervisors assigned to provide services under the Agreement. This report shall include a roster of Security Guards and Security Guard Supervisors and each training course attended, as well as a schedule of ongoing training and future training requirements

for employees as specified in Section 8.0, Reporting Requirements, of this SOW.

6.5.1.5 Training of Security Guards and Security Guard Supervisors for weapon screen/magnetometer shall be provided by County or Contractor, as required, on County property.

6.5.2 Training

6.5.2.1 Contractor shall ensure the provision of required training for all Security Guards and Security Guard Supervisors, as required by sections 7581, 7583.6, and 7583.7 of the California Business and Professions Code, pursuant to the requirements of the California Department of Consumer Affairs (DCA) BSIS, the needs of the Department, and any specific requirements of the assignment, including onsite, specialized, annual and/or continuing education Contractor-provided and/or County-provided training, as specified in Attachment 3, Training Outline, of this SOW.

6.5.2.2 Contractor shall ensure that Security Guards and Security Guard Supervisors understand their roles and responsibilities, under the Agreement, to intervene to prevent injurious acts to persons and property; provide a uniformed presence as a deterrent to crime; know the content and Location of Post Orders; understand their role and responsibilities at the specific Location; and provide a professional and courteous demeanor to County clients, employees, and other Security Guards and Security Guard Supervisors.

6.5.2.3 Contractor shall work closely with the Department during the Term of the Agreement, to ensure the Contractor training plan, as required in Paragraph 6.5, Security Guard and Security

Guard Supervisor Training Requirements, of this SOW, meets or exceeds training requirements set forth herein.

6.5.2.4 For each course, or series of courses, the institution or company providing the training shall issue a certificate of completion to the Security Guard or Security Guard Supervisor. It is the responsibility of Contractor to ensure certificates of completion are maintained in the Training File of each Security Guard and Security Guard Supervisor, as required in Subparagraph 8.9.3, Security Guard and Security Guard Supervisor Training File, of this SOW.

6.5.2.5 Training Course Requirements

Training requirements are set forth in Attachment 3, Training Outline, of this SOW. Training required under the Agreement includes, but is not limited to, (1) Skills Training Course for Security Guards, provided by the Contractor to meet State and County requirements, (2) onsite training provided by Contractor on Security personnel's first day of Work to orient Security Guard or Security Guard Supervisor to the assigned Location, Post, equipment, and/or procedures (3) County-provided training to meet the regulatory requirements and/or policies of the specific Location or Post, (4) Specialized County-provided training when required by the particular Location, and (5) annual County and/or Contractor-provided continuing education, supported by the Contractor's evaluation of licensed Security Guard's or Security Guard Supervisor's skills and based on the requirements of the site and/or regulatory or license requirements.

6.5.3 Contractor shall ensure all Security Guards and Security Guard Supervisors are trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked by the user daily for safety. All Security Guards and Security Guard Supervisors shall be provided with, and trained in the use of, safety and protective equipment by Contractor according to OSHA standards.

6.5.4 Firearms Training

Contractor shall ensure that all firearms training is in compliance with the California Firearms Training Standards prescribed by California Department of Consumer Affairs (DCA), Bureau of Investigative Services (BSIS), consistent with Subparagraph 6.5.1.2, of this SOW. Firearms training is required for all armed Security Guards and Security Guard Supervisors.

6.5.5 Firearms Qualifications

Contractor shall require all armed Security Guards and Security Guard Supervisors to qualify with their weapon twice annually, once during the first six (6) months of the calendar year and once during the second six (6) months of the calendar year according to BSIS regulations. Firearms qualification slips shall be filed with Contractor, maintained in the Training File, and be available for audit by County Project Manager, upon request.

6.5.6 Weapon Screening, Magnetometer, and X-ray Machine Training

6.5.6.1 Contractor shall provide weapon screening, magnetometer, and X-ray machine training to Security Guards and Security Guard Supervisors located at Locations having such equipment. Such training must be provided at the time Security Guard and Security Guard Supervisors are assigned to the Post.

6.5.6.2 Contractor shall provide a training certificate which certifies that Security Guard and Security Guard Supervisors are competent in equipment use, as set forth on page nine (9) of Attachment 3, Training Outline, of this SOW, under Section Three: Elective Courses Required to be Provided Onsite by Contractor On Guard's First Work Day.

#### 6.5.7 Quarterly Customer Service Training

6.5.7.1 Every three (3) months, Contractor shall provide one (1) hour of Customer Service Training instruction to all assigned Security Guard and Security Guard Supervisor personnel.

6.5.7.2 Quarterly Customer Service Training shall include topics set forth on page seven (7) of Attachment 3, Training Outline, of this SOW under Section Two: Mandatory and Elective Courses Required Prior to Administrative File Submission to County, Paragraph A, Public Relations - Community and Customer (Mandatory) and topics set forth in Attachment 4, Statement on Workplace Equality and Acknowledgement of Receipt, of this SOW.

6.5.7.3 Contractor shall provide customer service training, repeated quarterly, to all assigned Security Guard and Security Guard Supervisor personnel. Contractor shall ensure Security Guard and Security Guard Supervisor personnel continuously display courtesy, cultural sensitivity, good manners, and a professional and respectful demeanor. These courses are mandatory in addition to the continuing education courses specified on page eleven (11) of Attachment 3, Training Outline, of this SOW under Section Five: Annual and/or Continuing Education Training.

## 6.6 Contractor Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in Contractor's name, where Contractor conducts business, to facilitate County contract monitoring. The office shall be staffed during the hours of 6:00 a.m. to 6:00 p.m., seven (7) days a week, by at least one (1) employee who can respond to inquiries by and complaints from County which may be received regarding Contractor performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call. Contractor may be required to maintain an additional "on-site" office at particular Locations, with space provided by County, based on the needs of the Locations.

## 6.7 Contractor Business Continuity Plan (BCP) - Emergency Response

6.7.1 In compliance with County Chief Executive Office, Emergency Management guidelines, County requires that Contractor submit a Business Continuity Plan (BCP) for each Location.

6.7.2 The Department is responsible for providing security for many essential County programs and services. Contractor's BCP is used for service restoration in the event of an emergency. In order to ensure uninterrupted services for essential County programs, Contractor shall:

1. Prepare a BCP for each Location within thirty (30) calendar days of commencement of the Agreement and submit to County Project Director and County Project Manager, for approval.
2. Conduct emergency response drills at a minimum of one (1) time per year, at each Location where services are provided. Emergency drills are to be conducted in cooperation with Department personnel and/or local emergency responders and Location administration personnel. Contractor shall document and

report the results of these emergency response drills to County Project Manager.

3. Conduct a table top (scenario) BCP exercise, for each Location where services are provided, at a minimum of one (1) time per year. The table top exercise shall ensure that information in BCP is complete and accurate and that Security Guards and Security Guard Supervisors know their responsibilities in an emergency. Results of table top (scenario) exercises are to be documented and reported to County Project Director and County Project Manager. The report shall include, but is not limited to, an overview of the exercise conducted, name and position of participant(s), nature of any deficiencies, a corrective action plan, and the timeframe to correct deficiencies. Contractor shall ensure all information included in BCP is accurate and complete.
4. Update the BCP, including employee contact information, on an ongoing basis to ensure information contained in BCP is complete and accurate, and provide an updated copy to the County Project Manager. All BCPs are incorporated herein by this reference.

6.7.3 Failure to comply with the requirements of this Paragraph 6.7, Contractor Business Continuity Plan – Emergency Response, may result in a County-imposed assessment of one thousand dollars (\$1,000) per occurrence against Contractor and, if non-compliance persists, termination or suspension of Agreement, as specified in Exhibit O, Performance Requirements Summary (PRS), of the Agreement.

## **7.0 CONTRACTOR WORK REQUIREMENTS**

### **7.1 Security Guard and Security Guard Supervisor General Requirements and Qualifications**

- 7.1.1 Security Guards and Security Guard Supervisors shall possess basic writing skills and computer knowledge for note-taking and completing report forms, the ability to write and speak in English, the ability to work with the public and with County employees, and the ability to accept responsibility and work independently.
- 7.1.2 Security Guards and Security Guard Supervisors shall have satisfactorily completed California DCA, BSIS, and County training requirements as required in this SOW and otherwise.
- 7.1.3 Security Guards and Security Guard Supervisors must be at least eighteen (18) years of age to provide services under the Agreement.
- 7.1.4 Security Guards and Security Guard Supervisors shall have a working knowledge of pertinent California Penal Code Sections (i.e., power of arrest and search and seizure).
- 7.1.5 Security Guards and Security Guard Supervisors shall keep current and have the proper and current certificates and licenses required to perform the services under this Agreement, including but not limited to those specified in Subparagraph 6.3.3, Administrative File, of this SOW.
- 7.1.6 Security Guards and Security Guard Supervisors shall be in good physical condition and shall be able to carry out all Work requirements specified in the Agreement. This may require, at County's discretion, that Contractor send Security Guards or Security Guard Supervisors for a fitness for duty exam upon County's request.
- 7.1.7 When starting Work at a Location that is new to the Security Guard or Security Guard Supervisor, the Security Guard or Security Guard Supervisor must receive site-specific training, provided by County and/or Security Guard Supervisors, as the case may be, prior to or after beginning Work under the Agreement, as stated in Site-Specific Post

Orders, developed and provided by the Department (as described in Subparagraph 5.1.5.1, Post Orders, of this SOW).

7.1.8 Security Guards and Security Guard Supervisors shall provide additional services, such as building and parking security services, as determined by County and as stated in Site-Specific Post Orders provided by the Department (as described in Subparagraph 5.1.5.1, Post Orders, of this SOW).

## 7.2 General Performance Requirements

Security Guards and Security Guard Supervisors are required to perform the following general performance Work requirements:

7.2.1 Security Guards and Security Guard Supervisors shall not eat, read, or use personal radios, cellular telephones, televisions, any kind of electronic entertainment devices, Compact Disc players, or tape players at their Posts at any time.

7.2.2 Security Guards and Security Guard Supervisors shall be punctual, remain awake, alert, and attentive during their shifts, without exception.

7.2.3 Security Guards and Security Guard Supervisors shall report to work attired in full uniform as specified in Subparagraph 6.4.1, Uniforms/ Identification Badges, with all required equipment/accessories as specified in Subparagraph 6.4.2, Security Guard Equipment/Accessories, and Subparagraph 6.4.3, Armed Security Guard Equipment/Accessories, and with all materials and equipment as specified in Subparagraph 6.4.4, Materials and Equipment of this Appendix B, Statement of Work.

7.2.4 Security Guards and Security Guard Supervisors shall not remove or borrow items owned by County employees. Such items include, but are not limited to, radios, heaters, fans, etc.

- 7.2.5 Contractor is responsible for filling assigned Posts at all times according to the schedule set forth in Attachment 2, Minimum Staffing for Applicable SPA, of this SOW. Security Guards and Security Guard Supervisors shall not leave their assigned Posts until properly relieved. Contractor shall be responsible for payment of relief staff. County will not incur additional cost for any relief staff.
- 7.2.6 Security Guards and Security Guard Supervisors shall not use any County telephones except for the purpose of making or receiving calls to or from their supervisors, emergency contacts, or County representatives.
- 7.2.7 Security Guards and Security Guard Supervisors shall present a businesslike demeanor at all times. Excessive socializing with the public, County employees, or other Security Guards and Security Guard Supervisors during working hours is prohibited.
- 7.2.8 Security Guards and Security Guard Supervisors shall maintain their Post desk in a neat and presentable manner.
- 7.2.9 Security Guards and Security Guard Supervisors shall have a good working knowledge of self-defense and lawful public restraint procedures.
- 7.2.10 Security Guards and Security Guard Supervisors shall react quickly and take command of emergency situations and use sound judgment and discretion in handling unruly members of the public.
- 7.2.11 Security Guards and Security Guard Supervisors, and other Contractor employees, shall not bring visitors, firearms (other than Security Guard or Security Guard Supervisor's Contractor-issued firearm), or contraband into Locations.
- 7.2.12 Security Guards and Security Guard Supervisors shall follow all Federal, State and local laws that apply to the provision of security guard services, particularly those dealing with arrest, licensing, training, and certifications

as set forth in California Penal Code sections 830.1 through 854 and with all Department rules and regulations.

### 7.3 Security Guard Duties, Restrictions, and Obligations

Security Guard duties shall include, but shall not be limited to, the following duties:

- 7.3.1 Sign-in and sign-out each day using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet, provided by the Contractor and located at each Post. Guards shall report to work on time and hold over on assigned duties until relieved.
- 7.3.2 Operate weapon screening equipment, including x-ray machine and magnetometers, both screen-operated and hand-held, if required.
- 7.3.3 Cover an assignment at a fixed Post or patrol an area or Location for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to other individuals or to property.
- 7.3.4 Detain individuals for further investigation or arrest when circumstances and conditions warrant such action.
- 7.3.5 Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention, or arrest.
- 7.3.6 Visually screen packages and parcels carried in and out of a Location to secure against theft and prepare written records of contents. Ensure transmittal forms contain authorized signature to accompany materials and items being removed from the Location.
- 7.3.7 Investigate questionable acts or behavior observed or reported on County property, and question witnesses and suspects to ascertain or verify facts.

- 7.3.8 Answer questions and provide escort services as duties permit, to members of the public or County employees.
- 7.3.9 Monitor the security of safes and secure areas within each Location where equipment or items of value are stored.
- 7.3.10 Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.
- 7.3.11 Turn off and/or dim lights, and close window coverings at a Location as directed in general Post Orders, Site-Specific Post Orders, or by Facility Administrator.
- 7.3.12 Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas, and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in general Post Orders, Site-Specific Post Orders or by Facility Administrator.
- 7.3.13 Raise and lower flags at designated times according to general Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.14 Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.
- 7.3.15 Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Services Bureau or other law enforcement agency personnel.

- 7.3.16 Respond to scene of locally-activated fire, burglary, or other alarms, evaluate the situation, and take appropriate action.
- 7.3.17 Monitor building alarm systems and electronic surveillance equipment, such as closed circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in general Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.18 Receive additional training in the use of County and/or Contractor-provided radio equipment, including knowledge of all appropriate codes, and ensure that such equipment is properly used, stored and maintained as required by Location. County radios are provided only when Security Guards need to be in contact with the Department's County Services Bureau personnel. Contractor is required to provide all radios for Security Guards and at least one radio for each Facility Administrator as specified in Subparagraph 6.4.4.1, Radios, of this SOW.
- 7.3.19 Conduct regular patrols of Locations, utilizing Contractor-issued motor vehicles, as required in general Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.
- 7.3.20 Possess knowledge of the following:
- a) Working knowledge of assigned Location;
  - b) Procedures for reporting and/or correcting hazardous conditions. Report safety hazards, malfunctioning equipment, liquid spills, and other such matters to the appropriate Department personnel and/or Location administrator and/or emergency agency.
- 7.3.21 Monitor parking as directed in general Post Orders, Site-Specific Post Orders, or as directed by Facility Administrator.

7.3.22 Properly maintain and handle safely all firearms and batons (armed Security Guards and Security Guard Supervisors only).

- a) Security Guards shall not store any firearms, firearm accessory, baton, ammunition, or Sam/Sally Browne belt at any Location where services under the Agreement are being provided, unless specifically authorized, in writing, by County Project Director. County shall not be responsible for storage of Contractor firearms at any Location.
- b) Security Guards shall not remove firearms, batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless under extreme emergency or in a life threatening situation, or unless specifically authorized, in writing, by County Project Director.
- c) Firearms and batons shall not be utilized as a measure of threat or intimidation, but shall be used only in life threatening or restraint situations.
- d) Armed Security Guards and Security Guard Supervisors shall not clean firearms at any Location at any time.
- e) Armed Security Guards and Security Guard Supervisors shall not bring in, and shall not use, unauthorized firearms, holsters, and ammunition at any Location at any time.
- f) In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, County Project Manager may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, but not limited to, submitting documentation requested by County Project Manager, and allowing

Contractor employees to be interviewed at a Location designated by County Project Manager.

- g) Contractor shall maintain all firearms, ammunition, and accessories in good working condition.
- h) Firearms and ammunition used by armed Security Guards and Security Guard Supervisors shall be subject to inspection by sworn Department supervisory personnel at any time.
- i) Armed Security Guards and Security Guard Supervisors shall adhere to regulations regarding proper use of firearms as set forth in California Penal Code sections 830.1 through 854.

#### 7.4 Security Guard Supervisor Duties

Security Guard Supervisor duties shall include, but shall not be limited to, the following duties:

- 7.4.1 Provide direction and instruction to Post and/or patrolling Security Guards by making daily rounds of assigned Locations and monitoring Security Guards' performance under this Agreement.
- 7.4.2 Explain post procedures which are outlined in general Post Orders and Site-Specific Post Orders to assigned Security Guards.
- 7.4.3 Immediately respond to on-site emergencies, providing support as needed.
- 7.4.4 Provide training to Security Guards under his/her supervision and ensure that each Security Guard fully understands the duties and services to be provided under this Agreement, prior to Security Guard starting work as set forth throughout the Agreement.

- 7.4.5 Be available for inspections from County Services Bureau Contract Monitors and other County Services Bureau personnel.
- 7.4.6 Be available to the Security Guards under his/her supervision at all times during the assigned shift.
- 7.4.7 Provide technical and administrative advice to Security Guards as appropriate.
- 7.4.8 Ensure that assigned Security Guard coverage is appropriate and adequate to meet County requirements.
- 7.4.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guards on the proper methods and procedures, and explain conditions in which deviations are permissible.
- 7.4.10 Respond to requests from Security Guards for assistance.
- 7.4.11 Have a thorough knowledge of radio usage and codes, and train Security Guards in these areas.
- 7.4.12 Conduct investigations of incidents and prepare a written memorandum or SIR as appropriate.
- 7.4.13 Drive a Contractor-provided motor vehicle to the different assigned Locations.
- 7.4.14 Sign-in and sign-out at visited Locations. A Security Guard Supervisor shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.
- 7.4.15 Provide relief for Security Guard breaks and meals as required.

## 7.5 Post Commander Duties

Post Commander duties shall include, but shall not be limited to, the following duties:

- 7.5.1 Provide direction and instruction to Post and/or patrolling Security Guard Supervisors by making daily rounds of assigned Location(s) and monitoring Security Guard Supervisors' performance under this Agreement.
- 7.5.2 Explain post procedures which are outlined in general Post Orders and Site-Specific Post Orders to assigned Security Guard Supervisors.
- 7.5.3 Immediately respond to on-site emergencies, providing support as needed.
- 7.5.4 Provide training to Security Guard Supervisors under his/her supervision and ensure that each Security Guard Supervisor fully understands the duties and services to be provided under this Agreement, prior to Security Guard Supervisor starting work as set forth throughout the Agreement.
- 7.5.5 Be available for inspections from County Services Bureau Contract Monitors and other County Services Bureau personnel.
- 7.5.6 Be available to the Security Guard Supervisors under his/her supervision at all times during the assigned shift.
- 7.5.7 Provide technical and administrative advice to Security Guard Supervisors as appropriate.
- 7.5.8 Ensure that assigned Security Guard Supervisor coverage is appropriate and adequate to meet County requirements.
- 7.5.9 Inform subordinates of any deviations from acceptable practices and procedures, instruct Security Guard Supervisors on the proper methods

and procedures, and explain conditions in which deviations are permissible.

7.5.10 Respond to requests from Security Guard Supervisors for assistance.

7.5.11 Have a thorough knowledge of radio usage and codes, and train Security Guard Supervisors in these areas.

7.5.12 Conduct investigations of incidents and prepare a written memorandum or SIR as appropriate.

7.5.13 Drive a Contractor-provided motor vehicle to the different assigned Locations as required.

7.5.14 Sign-in and sign-out at assigned Locations. A Post Commander shall sign in/out using both the Electronic Post Confirmation System and the hard copy sign-in/ sign-out sheet, provided by the Contractor, to record each Location visited.

7.5.15 Ensure all security and safety equipment is accounted for and maintained in good working order.

7.5.16 Conduct Security Guard and Security Guard Supervisor inspections and appraisals.

7.5.17 Ensure newly hired and/or newly assigned Security Guards and Security Guard Supervisors are trained appropriately and all related documentation is completed.

7.5.18 Act as liaison for security company, County Services Bureau, and Facility; providing accurate, timely, and responsive verbal and written communications, and attending all safety-related meetings, as required.

## 7.6 Watch Supervisor Duties

Watch Supervisor duties shall include, but are not limited to, the following duties:

7.6.1 Direct Security Guards and Security Guard Supervisors during an assigned shift at a Location.

7.6.2 Ensure that the watch operates with integrity, providing a safe and secure environment in which all County requirements are met.

7.6.2 Ensure all Posts are filled and Security Guards and Security Guard Supervisors report to their assigned Posts at the start of the shift on time and Posts remain filled throughout the shift.

7.6.3 Assume responsibility in an emergent situation, establishing incident command, and reporting to the CSB Watch Commander as soon as the situation allows and it is safe to do so.

7.6.4 Maintain an accurate and timely log throughout the shift. Prepare reports as required in the general and/or Site-Specific Post Orders.

7.6.5 Prepare Security Incident Reports and make notifications, as required, for any security incidents that occur during the shift.

7.6.6 Provide information to the next shift, verbally and/or in writing, for all reportable information as required by the general Post Orders and Site Specific Post Orders for the Location.

## 8.0 **REPORTING REQUIREMENTS**

Contractor and/or Contractor employees shall prepare, submit, and maintain documents and reports pursuant to the Agreement, including this SOW. Contractor shall submit documents at the frequency specified in the Agreement, including this SOW.

### 8.1 Invoices

Contractor shall furnish to County, in a timely manner, true, accurate, and complete Monthly Invoice(s), with all necessary supporting documentation, as set forth in Section 10.0, Invoices and Payments, of the Agreement.

### 8.2 Quality Control Plan

Contractor shall maintain, update as necessary and provide to County Project Manager, immediately upon request, a detailed Quality Control Plan as specified in Section 3.0, Quality Control, of this SOW.

### 8.3 Monthly Inspection Report

A Monthly Inspection Report (MIR) is to be completed by the tenth (10<sup>th</sup>) calendar day of each month for each Location for which services were provided, according to Attachment 2, Minimum Staffing for Applicable SPA, of this SOW, which shall provide full details on all services provided, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided. A complete record of all MIRs conducted by Contractor shall be made available upon request by County. Contractor shall maintain all MIR records and reports for five (5) years following termination of the Agreement.

### 8.4 Recruitment Plan

Contractor shall inform County of how they intend to recruit and maintain a pool of additional personnel (as described in Subparagraph 6.3.1 of this SOW) to provide services under the Agreement by providing to County Project Manager a detailed recruitment plan at least ten (10) calendar days prior to commencing Work under the Agreement and make changes as recommended by County.

## 8.5 Procedural Manual

Contractor shall develop and provide a procedural manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, at least ten (10) Business Days prior to commencing Work under the Agreement.

## 8.6 Background Investigation Clearance Report

Contractor shall forward a Background Investigation Clearance Report to County Project Manager by the tenth (10<sup>th</sup>) calendar day of each month. The Background Investigation Clearance Report shall include employee name, Location, guard registration card number (if applicable), and date background cleared by County.

## 8.7 Complaint Investigation Procedures

Within ten (10) Business Days prior to commencing Work under the Agreement, Contractor shall develop, maintain, and follow procedures for receiving, investigating and responding to complaints by Security Guards, Security Guard Supervisors, members of the public, and/or County personnel as set forth in Exhibit A, Additional Terms and Conditions, Section 16.0, Complaints, of the Agreement.

## 8.8 Firearms List

8.8.1 For every Security Guard and Security Guard Supervisor performing services under the Agreement, Contractor shall provide a list of firearms to County Project Manager, with the make, manufacturer, and serial number of each Security Guard or Security Guard Supervisor's firearm. The firearms list shall be provided prior to a Security Guard or Security Guard Supervisor being assigned to a Location. Contractor is responsible for providing an updated list when changes occur.

8.8.2 Contractor shall be responsible for keeping the firearms list up-to-date, adding or deleting personnel, and noting other changes as appropriate. Contractor shall provide County Project Manager with updated firearms list upon request.

8.8.3 County Project Manager shall verify the firearms list on at least an annual basis during the Term of the Agreement to make sure that the firearms list is current and accurate.

8.9 Security Guard and Security Guard Supervisor Training Program Reports

8.9.1 Training Tracker, Training Compliance Report, and Notification of Required County Training

- a) Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided by County.
- b) Contractor shall establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with this Agreement.
- c) Contractor shall provide a Training Compliance Report at the time of the quarterly performance evaluation meetings, or as requested by County Project Manager.
- d) Contractor shall request annual County-required training, as specified in Subparagraph 6.5.2.1 of this SOW, by providing a Notification of Required County Training to County Project Manager at least sixty (60) calendar days prior to the date annual training is needed, to allow time for coordination and scheduling of the necessary training with County providers. The content of County and Contractor training plans are subject to change at the sole discretion of County.

- e) A Training Compliance Report shall be kept in each employee's Training File and shall include:
1. Name of Security Guard or Security Guard Supervisor;
  2. Title of training;
  3. Date completed;
  4. Number of hours;
  5. Certificate of completion received;
  6. Future training and date needed.

#### 8.9.2 In-Service Training Report

Contractor shall provide a monthly report of all in-service training (training received while providing services at a Location) to County Project Manager by the tenth (10th) calendar day of the following month in which training was completed. Report shall be in spreadsheet format and include the following: Location name, guard last name, guard first name, guard card number, date of training, name of in-service training, type of training (computer, class, handout, demonstration), brief description of training, and attach course description if available.

#### 8.9.3 Security Guard and Security Guard Supervisor Training File

- 8.9.3.1 Contractor shall be responsible for maintaining a Training File for each employee assigned to provide services under the Agreement. The Training File shall contain copies of: completed Contractor background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and

any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives. On-site storage and retrieval of Security Guard and Security Guard Supervisor Training Files may be required, based on the needs of the Location where services are performed.

8.9.3.2 The Training File shall include, but shall not be limited to, the following current certifications and information:

- a) Annual Performance Evaluations as required in Subparagraph 6.3.7, Annual Performance Evaluations, of this SOW;
- b) Current Cardiopulmonary Resuscitation Certificate (CPR) Card for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- c) Current First Aid Certificate for Adult, Child and Infant, issued by American Red Cross or equivalent provider;
- d) Current Guard Registration Card issued by the California Department of Consumer Affairs (DCA), Bureau of Security and Investigative Services (BSIS);
- e) Current permit for baton pursuant to Section 12002 of the California Penal Code;
- f) Current POST certification in the use of baton;
- g) Current permit to carry ten percent (10%) solution of oleoresin capsicum (pepper spray).

- h) Current California Firearm Permit (armed Security Guards and Security Guard Supervisors only);
- i) Current State of California Firearms Qualification Card – twice per year, first six months of year and second six months of year (armed Security Guards and Security Guard Supervisors only);
- j) Valid California Class “C” Driver’s License and/or Identification Card (Driver’s License only if required by position);
- k) Record of Radio Procedures Training;
- l) Record of crisis intervention techniques training (if required); and
- m) Record of training as specified in Attachment 3, Training Outline, and Paragraph 6.5, Security Guard and Security Guard Supervisor Training Requirements, of this SOW; and
- n) Record of Joint Commission on Accreditation of Healthcare Organization (JCAHO) compliance requirement training (if required); and
- o) Record of Location-specific employee training.

## 8.10 Notification of Infectious Potential

8.10.1 Contractor shall immediately notify the County Project Manager of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to

have infectious potential shall be removed from his/her Post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note.

8.10.2 County may provide, without incurring liability, referrals to Contractor and its Security Guards and Security Guard Supervisors with respect to health examinations, vaccinations, or other medical treatment which may be necessitated as a result of infection potential notification.

8.10.3 Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.

#### 8.11 Security Guard and Security Guard Supervisor Medical Records

8.11.1 Contractor shall maintain compliance with HIPAA and HITECH as set forth in Section 66.0, Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), of Exhibit A, Additional Terms and Conditions, of the Agreement and Exhibit M, Contractor's Obligations As A "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), of the Agreement.

8.11.2 To the extent expressly authorized by law, Security Guard, Security Guard Supervisor, Program Manager, and Program Supervisor medical records shall be maintained and made available for review upon the request of appropriate County personnel, local, or State health officials. The County Department of Health Services and Department of Public Health may need to access the medical records in the event of a JCAHO review and/or medical outbreak. On-site storage and retrieval of some Security Guard, Security Guard Supervisor, Program Manager, and Program Supervisor

medical records may be required, based on the needs of the Location where services are to be performed.

#### 8.12 Illness and Injury Prevention Program

Contractor shall, upon award of Agreement, provide County Project Manager with a copy of Contractor's CAL/OSHA-compliant Illness and Injury Prevention Program (IIPP).

#### 8.13 Daily/Weekly Reporting Documents

Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to County Project Manager, or designee, for review. Records shall include, but may not be limited to:

##### 8.13.1 Security Guard Sign In/Out

Security Guards must sign in upon arrival at Post and sign out at the end of each shift using both an Electronic Post Confirmation System and a hard copy Security Guard Sign In/Out Sheet.

##### 8.13.2 Security Guard Supervisor Sign In/Out Sheet

Security Guard Supervisors shall sign in and out at each Location when making their rounds using both an Electronic Post Confirmation System and a hard copy Security Guard Supervisor Sign In/Out Sheet.

##### 8.13.3 Security Guard Daily Activity Report (DAR)

Security Guards shall note the time and briefly describe events that have taken place each day, such as theft, fire, unauthorized entry to secured area, property damage, bodily injury, etc. DAR shall be completed at the end of each shift and available for inspection at the

beginning of the next shift.

#### 8.13.4 Security Guard Supervisor Daily Activity Report (DAR)

Security Guard Supervisors shall, while conducting patrol in Contractor-furnished motor vehicles, note their starting and ending mileage when making the rounds, Locations visited, guards inspected, training completed, relief given for breaks or meal periods, records reviewed, Department personnel encountered, County Services Bureau Contract Monitors contacted, and any Contract Discrepancy Report follow-up completed. DAR notations are to be made following each Location visit. DAR shall be completed at the end of each shift and available for inspection at the beginning of the next shift.

#### 8.14 Security Incident Report (SIR)

8.14.1 Security Guards and Security Guard Supervisors shall report any lost, theft, or misuse or any Contractor-owned or County-owned equipment immediately to Contractor Project Manager by phone or email. Preliminary notification is to be followed by written memorandum or a Security Incident Report (SIR) by the end of shift. Written documentation shall include: report date, date, time, and Location where item became lost or was stolen, description of missing item, serial number (if applicable), Contractor and County employees assigned to Post. Contractor Project Manager will notify and provide written documentation to County Project Manager, as specified in Section 8.0, Reporting Requirements, of this SOW.

8.14.2 Security Guards and Security Guard Supervisor shall report the loss, theft, or misuse of any weapon, baton, Sam/Sally Browne belt, or ammunition immediately to the Contractor Project Manager. A written memorandum or a SIR shall be submitted to the County Project Manager describing the missing item, serial number, date of incident and name of

employee assigned to Location.

- 8.14.3 Security Guards or Security Guard Supervisors shall immediately report to County Project Manager any incidents requiring fire, law enforcement, health authorities and/or Facility Administrator response; on any incidents involving: arrest/detention of member of the public or County employee, assault, force used by security guard, act or threat of physical violence, attempted suicide, bomb threat, death at the Location, shooting, natural or manmade disaster, incident involving a restraining order, evacuation or partial evacuation, visit by regulatory authorities such as CAL-OSHA, JCAHO, fire, theft, flood, hazardous materials, hostage or barricade, mechanical or power failure, discharge of firearms, bodily injury, allegation of sexual harassment or contact by administrator involving Security Guard. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing a written memorandum or a SIR. Written documentation shall describe the incidents in detail, and be submitted to the County Project Manager before the end of the shift, or if incidents occur after hours, the next morning.
- 8.14.4 Report all incidents of an emergent nature that may involve potential property damage or personal injury to Security Guard Supervisor. Security Guard Supervisor shall report the incidents to County Services Bureau Watch Commander, as outlined in Post Orders:
- a) Immediately request appropriate emergency aid.
  - b) Notify Contractor Project Manager as soon as practicably feasible
  - c) Prepare a written memorandum or SIR, as required, and submit to Contractor Project Manager by the end of the shift or if incidents occur after hours, the next morning.

8.14.5 Any damage or injury resulting from the accidental discharge of a Security Guard's or Security Guard's Supervisor firearm shall be the sole liability of Contractor. Security Guard or Security Guard Supervisor shall notify the County Services Bureau Watch Commander immediately of any accidental discharge and submit a SIR to County Project Manager within one (1) hour of incident.