#### THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EXECUSHIELD, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this <u>14</u> day of <u>January</u>

2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Execushield, Inc., hereinafter called "Contractor":

# WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for security services on October 5, 2021, for the term of October 11, 2021 through October 10, 2024, in an amount not to exceed \$22,000,000; and

WHEREAS, the parties amended the Agreement on May 9, 2023, to adjust the scope of work with no changes to the term or fiscal obligation; and

WHEREAS, on November 3, 2024, the parties entered into an amendment to extend the term of the agreement through January 31, 2025, with no changes to the fiscal obligation; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement through October 10, 2026, and increase the amount of the agreement by \$16,200,000 to an amount to exceed \$38,200,000.

#### NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3, Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THIRTY-EIGHT MILLION TWO HUNDRED THOUSAND DOLLARS (\$38,200,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4, Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 11, 2021, through October 10, 2026.

- 3. Revised Exhibit A, (rev. 3/3/23), and Revised Exhibit B-1 (rev. 9/11/24) are hereby replaced with Revised Exhibit A, (rev. 10/29/24), and Revised Exhibit B-1, (rev. 10/29/24), copies of which are attached hereto and incorporated into the Agreement by this reference.
- 4. All other terms and conditions of the agreement, as previously amended, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Execushield, Inc.

Contractor

 $\frac{11/22/2029}{\text{Date}} \qquad \frac{E_{XE(USHTELD,TNC,TNC)}}{Contractor Name (please print)}$ 

COUNTY OF SAN MATEO

Resolution No. 080850

By: President, Board of Supervisors, San Mateo County

Date: January 14, 2025

ATTEST: 00

By: Clerk of Said Board

### **Revised Exhibit A**

(rev. 10/29/24)

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

#### I. DEFINITIONS

#### SECURITY PROGRAM COORDINATOR

County's designee assigned to oversee and coordinate contract security program.

#### CONTRACT SECURITY ACCOUNT MANAGER

Contractor employee assigned to oversee all sites identified under this Agreement, as well as any future sites that may be added.

#### SITE MANAGER

Contractor employee assigned to oversee Security Officer assigned to a specific site.

#### **CONTRACTOR PERSONNEL**

Security Officers, Corporals, Supervisors, Sergeants, X-Ray Technicians, Lieutenants, Site Managers, and any other proposed on-site personnel employed by Contractor.

#### SECURITY OFFICERS

For the purpose of this document, Contractor Personnel, inclusively as noted above, shall be referred to in the aggregate as Security Officers.

#### **DEFINITION OF AUTHORITY**

Security Officers may be authorized to carry the following equipment: radio, flashlight, chemical agents (with the written agreement of the Security Program Coordinator and the Site Manager), a CAT Gen 7, SOFTT Wide or RMT tourniquet and handcuffs or four-point restraints, following verification of satisfactory training on each item. Security Officers shall not be authorized to carry or utilize firearms or other weapons of deadly force. Security Officers shall, as their primary activity, observe, identify and report. Security Officers' powers to apprehend and arrest shall be limited to the same as for any citizen, as defined under California Penal Code Section 837. Security Officers do not have peace officer powers, as defined under any Section referenced within the California Penal Code. Security Officers are authorized to use non-lethal force only: 1) to directly defend themselves from specific offensive attack initiated by another person, 2) to prevent clear and imminent physical violence to a specific other person or persons, such as a County employee or a member of the public, by another person or persons and, in those situations, only as a last resort, and 3) as directed and under the supervision of licensed County Medical Personnel/Providers for the sole purpose of restraining a party who is under a psychiatric hold (Authority 5150 W&I) or being treated. A Security Officer's first response in any situation described above shall be to call for assistance from the appropriate law enforcement agency.

#### POST ORDERS

A binder type book that is kept at each site. An electronic version will also be made available to the Security Program Coordinator and Site Manager. The Post Orders will include emergency phone numbers for both the Contractor and County, site specific requirements, safety and security procedures. Post Orders are to be reviewed and updated regularly by the contractor and reviewed by the Security Program Coordinator annually.

#### **ACTION REPORTS**

A written report concerning hazardous conditions, safety problems, actions taken, maintenance items, and others as required under the Agreement with County.

#### **INCIDENT NOTIFICATION REPORTS**

A report concerning unusual or extra-ordinary situations such as a trip or fall, security breech, unusual or suspicious person(s) or circumstances, etc.

#### DAILY ACTIVITY REPORT (DAR)

A completed form listing all times and duties performed during each shift. Each site DAR will be modifiable to meet that sites requirements. The Site Manager will approve the DAR format.

#### **II. CONTRACT ADMINISTRATION**

#### A. CONTRACTOR'S AUTHORIZED REPRESENTATIVES

- 1. Contractor will assign an Account Supervisor or Account Manager, who shall be responsible for overseeing this agreement for Security Guard Services operations and report to the County Security Program Coordinator.
- 2. Contractor will identify the Local Operations Manager located at the nearest branch, regional, or main office and all supporting staff for a particular County site. These persons shall be authorized to act for Contractor in every detail at all times, and to resolve ongoing matters such as staffing or personnel problems, billing corrections, creating special one-time security details or assisting with ongoing staffing for a new site location at County's request, etc.

#### **B. PRELIMINARY INSPECTIONS**

Upon full execution of this agreement, Contractor and a San Mateo County Representative shall make an on-site review of each site, at which it will be providing security services. At that time, the Contractor shall review in detail, the general types of work required by each County department at each specific site. Contractor shall be provided floor plans of the facility which depict emergency evacuation routes, the location and type of each fire alarm, locations of utility cut-off valves or switches, utility systems controls, special instructions pertaining to security controls, etc.

#### C. MONTHLY PERFORMANCE INSPECTIONS

Authorized Contractor representatives shall conduct monthly inspections of the account and meet with the County Security Program Coordinator to determine the overall quality of contract performance, job knowledge of individual guards, the effectiveness of training, and to observe and determine the conduct and appearance of the Security Officers.

#### D. CONTRACT PERFORMANCE

Security Officers shall comply with requests made by the County Security Program Coordinator and/or designated facility site manager. Changes in performance requirements shall only be made at the request of said individuals, which shall be coordinated by the County Security Program Coordinator or designated facility site manager.

#### III. GENERAL SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Contractor will furnish all labor, uniforms, badges, equipment, materials, supplies and supervision to satisfactorily perform the protection and patrol services in the manner and at the frequencies set forth below and in the Post Orders. In addition, Contractor shall provide the International Association for Healthcare Security and Safety (IAHSS) exam book for those officers assigned to the Hospital and medical facilities.
- B. Service Locations:

San Mateo	Medical (	Center (	(SMMC)	& Clinic	Locations

SMMC	222 West 39th Avenue, San Mateo
South San Francisco Clinic	306 Spruce Avenue, South San Francisco
Daly City Clinic	380 90th Street, Daly City
Daly City Youth Health Center	350 90 <sup>th</sup> Street, Daly City
Fair Oaks Health Center	2710 Middlefield Road, Redwood City
Coastside Clinic	225 South Cabrillo Highway, Half Moon Bay

#### San Mateo County Health (SMCH)

San Mateo County Health Admin. Building 225 West 37th Avenue, San Mateo

#### Behavioral Health & Recovery Services (BHRS) Locations

South County Mental Health Center	802 Brewster Street, Redwood City
Central County Mental Health	1950 Alameda de las Pulgas, San Mateo
North County Mental Health - Adult	375 89th Street, Daly City
North County Mental Health - Youth	350 90th Street, 2nd Floor, Daly City
Shasta Youth & Transition Age Youth	727 Shasta Street, Redwood City
East Palo Alto Mental Health	2415 University Avenue, Suite 301 East Palo Alto
Coastside Mental Health	225 South Cabrillo HWY, 2nd Floor, Half Moon Bay
Cordilleras Health and Healing Campus	200 Edmonds Road, Redwood City
Family Health Se	ervices (FHS)

Prenatal Advantage Black Infant 2415 University Ave, 2<sup>nd</sup> Floor, East Palo Alto

#### San Mateo County Probation Department (SMCPD)

San Mateo County Probation Department 2415 University Ave, East Palo Alto

#### San Mateo County Library

East Palo Alto Library

2415 University Ave, East Palo Alto

- 1. Location/Site Additions/Reductions:
  - (a) County may acquire new sites, vacate or combine sites and/or relocate service requirements.
    - County, at its discretion, may require Contractor to provide additional Security Officers or reduce the number of Security Officers based on the needs of the County.
    - County shall provide Contractor with 15 days written notice when reducing the number of Security Officers.
    - All requests for additional Security Officers and special security details will be made through the County Security Program Coordinator.
    - All special security detail or other special one-time staffing additions, whether on regular time, overtime, or some combination thereof, shall be direct billed to the requesting County department or agency.
  - (b) Location Additions:
    - · County may need security officers at sites and/or departments not listed above.
    - Contractor shall provide such services at the lowest bill rate unless deemed by the County Security Program Coordinator, a higher rate is appropriate.
- C. General Duties / Requirements of Security Officers / Supervisors / On-Site Managers
  - 1. Requirements of Contractor's personnel assigned to County facilities shall include but not limited to the following (at no additional cost to the County).
    - (a) Physical examination with periodic re-evaluation, obtained by Contractor. Contractor will verify that personnel are fit to perform the duties prescribed and are free of infectious diseases.
    - (b) Pre-employment and verification of drug testing to cover all "popular" substances, including alcohol, pursuant to Contractor's standards. Contractor's employees must comply with County's established Drug-Free Workplace Policy in addition to other policies as mandated by each location. eScreen Drug Screening 5-panel:
      - Amphetamines
      - Cocaine

- Marijuana
- Opiates
- Phencyclidine (PCP)
- (c) Ability to read, write, and communicate accurately and effectively, verified by Contractor.
- (d) Verification of high school diploma or equivalent.
- (e) A state and local criminal records check performed to Contractor's standards. A complete background investigation where indicated or required by Contractor.
  - Department of Motor Vehicles check and current/valid driver's license, and ability to operate a motor vehicle.
  - No more than three (3) moving violations within the previous three (3) year period will be acceptable for post assignments requiring vehicle operation on County property.
  - SSN Trace
  - County Court Search (5-year address history)
  - Multi State Instant Court Check
  - Nationwide Sex Offender Registry Check
- (f) Ability to:
  - Complete assignments with limited supervision.
  - · Read, interpret and initiate policies, procedures, and implement same.
  - Write accurate, clear, and complete reports.
  - Must be at least 18 years of age and possess a valid California Guard Card. Any notifications to the Contractor from the State regarding the personnel's Guard Card will be forwarded to County.
- (g) Authorized to work in the United States.
- (h) Completion of the American Red Cross First Aid and CPR course or equivalent within 30 days of assignment to County. Proof of certification must be in possession.
- (i) Duties shall be performed by qualified, careful, and efficient employees of Contractor in strictest conformity with accepted security practices and standards.
- (j) Contractor's personnel must be knowledgeable of and must conform to applicable laws and regulations.
- (k) County reserves the right to interview and accept or reject any employee proposed by Contractor for assignment to County facilities.

- (I) No change in personnel assignments shall be made without prior notice to County's Security Program Coordinator and/or designated facility site manager.
- (m) Contractor will immediately remove any employee assigned to County upon County's request, without requiring a showing of cause.
- D. Training
  - 1. Contractor shall furnish Security Officers with comprehensive preparatory security training prior to assignment at County. Training shall include, but is not limited to the following, to be provided at Contractor's expense:
    - Duties and functions of a Security Officer
    - Patrol procedures
    - Report writing
    - Public relations
    - Search and seizure procedures and laws of arrest
    - Authority and jurisdiction of local enforcement agencies
    - Traffic control
    - Civil disturbance procedures
    - Safety procedures
    - Telephone and radio communications
    - Response to and preservation of crime scene
    - Specific site duties
    - First aid and CPR, with periodic updates/recertification as agreed upon by Contractor and each County department where Contractor is providing services
    - Bomb Threats
    - Fire Safety Equipment
    - Use of handcuffs (SMMC/clinic Officers)
    - IAHSS training curriculum (SMMC/clinic Officers)
    - At least 8 hours of Crisis Prevention Institute (CPI) training/certification prior to working in psychiatric patient care areas and within 3 months of assignment to SMMC or clinics. At least 6 hours annual CPI recertification thereafter (for Security Officers assigned to Hospitals and Clinics) [Note: training costs to be borne by Contractor, although SMMC may offer training sessions for recertification with Contractor to cover the costs]
    - Fire and life safety training at least 1 hour annually (SMMC/clinic Officers)
    - HIPAA training at least 1 hour annually (SMMC/clinic Officers)
    - Cultural Diversity and Sensitivity training
  - 2. Verification of all training shall be submitted to the County Security Program Coordinator and/or designated facility site manager no later than 10 days following training. All training shall be provided to the satisfaction of County, pursuant to this Schedule.
  - 3. Contractor must train its Supervisors in techniques of managing personnel and officer training, including post duties and shall certify the completion of such training.
  - 4. Contractor's field supervisors shall conduct on-site training and follow-up by frequently visiting personnel assigned to County facilities to guarantee the quality of performance, appearance, attitude and training.

- 5. Contractor shall review compliance with training requirements on a quarterly basis with the County Security Program Coordinator.
- E. Site Visits
  - 1. Contractor will have Supervisors or Training Officers available to make frequent and periodic visits to County facilities (minimum of two visits per month per site).
  - 2. Each Officer assigned to a County facility shall be visited at least twice a month by Contractor's Supervisor and documented per Contractor's policies and communicated to the facility site manager. Contractor's Supervisor shall assure the quality of the Security Officer's performance, appearance, attitude, and training.
  - 3. Supervisor/Facility Security Representatives: Contractor's supervisors shall frequently, and as needed per facility site manager, interface with County's authorized representative to assist in carrying out regular and special Post Orders (covering extra or special duty assignments by the representative) and update post orders at the request of the facility site manager.
  - 4. Contractor's field supervisors shall be required to inspect and leave on-site reports for County's Security Representative at least twice a month. Report shall detail their activities and finding for Contractor's management as well. Requirements of the report is subject to approval by the County.
  - 5. Field supervisors must respond to Security Officer requests for assistance and appear on-site within an hour each time a significant Incident Report is made. Requirements of a significant incident report is subject to approval by the County. A report of action taken on the incident should be left on- site for review by the facility's security representative and follow-up to be determined by the site manager as necessary.
  - 6. Contractor's local manager shall personally visit County's administrator assigned to security not less than twice every 30 days. The visits shall be documented using a Client Service Form, provided by Contractor, and be maintained by both County and Contractor. The form shall grade all aspects of service as well as document agreed upon corrective actions. Requirements listed on the form is subject to County approval.
- F. Additional Duties / Requirements Specific to Site Managers.
  - 1. Possess a background with a minimum of two (2) years successful experience in field supervision (civilian community law enforcement, military service law enforcement or security, commercial or industrial officer service of security).
  - 2. Provide a level of supervision to ensure that employees are properly performing all duties as specified in this Agreement.
  - 3. Assure that Security Officers:
    - (a) are in uniform maintained in a clean, serviceable condition and present a neat, wellgroomed, tasteful appearance.
    - (b) maintain a continued state of proper training.

- (c) possess the necessary permits, authority, etc.
- (d) maintain continued liaison with County's Security Program Coordinator.
- 4. Conduct annual and monthly training classes and safety inspections and assure all required training is completed and records maintained.
- 5. Conduct training to County employees as assigned by County's Security Program Coordinator, which includes, but not limited to:
  - (a) Semi-Annual fire extinguisher classes;
  - (b) Security awareness;
  - (c) Fire and safety health courses; and
  - (d) Facility orientation.
- G. Additional Duties / Requirements Specific to Security Supervisors.
  - 1. In Facility Supervisor's absence, fulfill all requirements and perform all duties, as described in paragraph E above.
- H. Uniforms
  - 1. Contractor's employees shall be dressed in appropriate uniforms, as mutually agreed upon between County and Contractor, worn at all times and include at the following:
    - (a) metal badge or soft cloth badge, as determined per site in conjunction with County
    - (b) name plate
    - (c) professional shoes color coded with the uniform
    - (d) hand cuffs
    - (e) mini flashlight
    - (f) appropriate jacket based on facility, as determined with County
    - (g) Uniforms shall be maintained in a neat and clean condition
    - (h) Uniforms must comply with the "name and patch" requirements of the State of California Department of Consumer Affairs for Security Officers
  - 2. All uniform styles in Contractor's proposal shall be made available to County at no additional cost and subject to approval by the County
- I. Liaison
  - Contractor will follow direction and guidance from the County's assigned liaison supervisors or site supervisors, to establish and maintain a respectful working relationship with the police and fire departments for the appropriate cities where facilities are located.

- 2. It is important Contractor's Security Officers earn the respect of police and fire agencies through reliable reports and incident documentation; good observation and recording practices to aid in investigations; good judgment in reactions to emergency or unpredictable situations; and most importantly, a reputation for the honesty and integrity of Contractor staff, as demonstrated through behavior and actions. This aspect of Contractor services may be evaluated through contact with other client references.
- J. Safety

Contractor will perform all necessary services to assure the safety and protection of building occupants as well as real and personal property against injury, molestation, loss or damage for any preventable cause including, but not limited to fire, theft, and trespass, as directed by specific County on-site liaison personnel, either in-person, or by established policy and procedures for each site.

K. Inspection Tours

At the direction of County on-site liaison personnel, designated Contractor Security Officers shall make inspection tours in accordance with patrol routes and schedules established and as indicated in the Post Orders for each facility.

L. Hazardous Conditions

Security Officers shall report to the Site Manager (daily or as incidents occur) potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc. The Security Officers shall send daily (or as incidents occur), reports to the Site Manager detailing the hazard to be corrected.

- M. Reports and Records
  - 1. Security Officers shall prepare required orders, instructions, and reports (including reports on accidents and fires) and maintain and make available all records concerning the duties and responsibilities of the assignment.
  - 2. All Security Officer Reports, written and/or verbal, regarding the security environment, as well as other areas of County operation, shall be forwarded via appropriate reporting channels to the Site Manager.
  - 3. All Security Officers shall be required to submit incident and actions reports. Incident reports shall be submitted on all unusual or extraordinary situations.
  - 4. An Action Report shall be required on all hazards.
  - 5. All reports shall be complete, clear, concise, legible, and capable of administrative and/or legal use by County.
  - 6. Daily Activity Reports shall be completed and submitted to the Site Manager at the end of each shift.
  - 7. All reports shall be completed on the date of incident, unless additional time is granted by the Site Manager.
- N. Key Control

- 1. Contractor shall receive from the Site Manager all keys and electronic cardkeys to the building, various offices, gates, etc., as required to perform the defined duties.
- 2. Contractor shall issue and account for all keys issued on each shift.
- 3. All keys shall be returned each shift.
- 4. Each shift shall be responsible for the safety and security of all keys and/or electronic cardkeys in their possession.
- 5. Contractor shall be responsible for any and all expenses related to any required facility re-keying as a direct result of the Security Officers losing keys.
- 6. Contractor shall be responsible for any and all expenses related to the replacement of lost electronic cardkeys.
- O. Lost and Found

Contractor shall receive, issue a receipt for, and safely store lost and found articles, pending return to owner or for other appropriate disposal (in accordance with procedures outlined in Post Orders). At minimum, items are documented and stored with the facility's security program coordinator.

P. Injuries or Illness

Contractor shall obtain professional assistance, in accordance with local procedures, in the event of injury or illness to employees and the public, while in the building or on the grounds.

- Q. Emergency Assistance
  - In the event of an emergency or unusual occurrence adversely affecting the interest of San Mateo County, Contractor shall summon appropriate assistance (such as the local fire and/or police departments) and immediately notify the Contractor Account Supervisor, County Security Program Coordinator, and other designated officials.
  - 2. Additionally, if so, requested by County, Contractor shall assign Security Officers to cover special shifts and assignments as required over and above the normally contracted shifts and assignments.
- R. Security Officers

Security Officers shall confine their patrol activities to the defined areas of County account site. All other areas are off-limits, during working hours. Break time must be taken onsite, and Security Officers are required to be available should a need for security arises.

- S. Failures and Omissions
  - 1. Understanding that this is not a complete list, , Contractor agrees that the occurrence of any acts or omissions listed below would constitute a material breach of this agreement:
    - (a) Failure to produce the number of Security Officers required for each post and each shift.

- (b) Failure to promptly assign trained substitute Security Officers as replacements, in the event that a Security Officer does not report for a shift. Substitute Security Officer are subject to County approval and acceptance.
- (c) Allowing security officers to work in excess of twelve (12) consecutive hours or more than fifty- six (56) hours in consecutive days or with less than eight (8) hours off between shifts or causing tired and exhausted Security Officers to be assigned to County facilities.
- (d) Failure to maintain complete records of all shifts worked by each security officer assigned to the account(s).
- (e) Failure to pay each security officer.
- (f) Failure to provide, or produce documentation concerning, background investigations.
- (g) Failure to assign correctly attired, equipped, & groomed security officers.
- (h) Failure to replace any security officer within eight (8) hours of a request to do so, without prior notification to the County.
- (i) Failure to supply Security Officers with required training or provide documentation thereof.
- (j) Failure to comply with applicable County policies, laws and regulations in the provision of services.
- (k) Failure to comply with any material provision of this Agreement, including but not limited to the attachments and exhibits.
- T. Federal OSHA Regulations
  - Contractor shall be responsible for fulfilling the requirements of Federal OSHA Regulation, Part 1910, Title 29, 1910.1036, "Blood Borne Pathogens," at no cost to County. Contractor shall follow the requirements set forth in County's policy on Blood Borne Pathogens.
  - County shall be responsible for fulfilling the requirements of 8 CCR 3202, Injury and Illness Prevention Program. Contractor shall follow the requirements set forth in County's policy on Accident and Injury Prevention.
- U. Time-Off Accrual / Personnel Coverage.
  - 1. Accrual of Vacation Time.

Contractor is required to provide its eligible employees providing service under the contract at least five days of paid vacation each year on their anniversary date with Contractor at no additional cost to the County. The County understands that per its policies, the Contractor may provide its employees with more than five days of vacation per year, which would also be provided at no additional cost to the County.

2. Personnel Coverage / Replacement.

- (a) Contractor shall be responsible for backfilling/replacing all Security Officers while the incumbent is on paid leave, vacation, FMLA or any other paid leave.
- (b) Contractor will not charge County for paid leave but only for actual shift coverage at the straight bill rate.
- (c) All leave usage must be scheduled and pre-authorized by both Contractor's management representatives, as well as the appropriate on-site County liaison personnel.
- (d) Contractor's failure to provide coverage, as specified above, may be cause for cancellation of this Agreement; however, County may, at its option, charge Contractor at twice the regular hourly rate for each hour during which the post is not covered. This amount shall be deducted from the monthly payments form County to Contractor.
- (e) In the event Contractor personnel is unable to perform his/her duties due to illness or accident during a shift, County shall not charge Contractor as long as the post is covered within one hour of the event.
- (f) Contractor shall immediately notify County when a post is not covered.

#### IV. WORK AND SERVICES REQUIRED BY CONTRACTOR

- A. Contractor will provide, operate, and maintain a Security Officer force to perform all necessary security functions and security patrol rounds, as well as provide other building protection devices and equipment. Contractor will be familiar with and knowledgeable of all County requirements and related duties.
- B. Security Officers will be able and certified to administer minor emergency first aid to injured parties and notify the appropriate authorities, in the event of an accident or emergency.
- C. Contractor will provide printouts of guard tour reports for those areas where security guard tours are conducted. The date, time, and location of the watch shall be indicated, in writing, at the beginning of each report.
- D. The Site Manager shall provide a schedule for each location for security services.
  - 1. Contractor shall provide County with a schedule of Security Officers' work assignments including name(s) and hours scheduled for work.
  - 2. The Security Program Coordinator shall be notified as soon as practical of any assignment's substitution.
  - County will not be subject to extra or overtime pay for the Contractor's employees should the Contractor assign Security Officers to extended shifts, unless County initiates a schedule change.
- E. Contractor will be responsible for providing Security Officer coverage for all designated posts.
  - 1. Contractor's designated personnel will staff posts, which are not staffed due to the failure of the Security Officer to report to duty, within one (1) hour of the start of the new shift.

- 2. Contractor's designated replacement will be trained and approved to work the vacancy prior to being assigned.
- 3. The Site Manager shall be notified immediately of the situation.
- 4. County will not be billed for unfilled posts or posts which have, in effect, been abandoned.
- 5. Should these conditions continue without timely corrective action upon the part of the Contractor, County will deduct from the monthly billing the amount equal to the time and one-half billing rate plus ten percent (10%), until the situation is corrected.
- F. Any Officer who voluntarily leaves a security post, without being properly relieved, shall be removed from further service to any County site.

#### V. SPECIFIC FACILITY AND SECURITY OFFICER DUTIES

- A. San Mateo Medical Center and Clinic Locations
  - (a) Security Officers will be posted and respond to emergency situations and provide assistance to staff, in the medical Emergency Department (ED), Psychiatric Emergency Services (PES), Secure Psychiatric Unit (3 A/B) and in other hospital departments as appropriate.
  - (b) Must attend a briefing, prior to the start of each shift.
  - (c) Observe building entrants, occupants, and visitors, for compliance with County Building safety/security rules and regulations and shall check employee ID cards as required.
  - (d) Verbally discourage persons attempting to gain unauthorized access.
  - (e) Conduct roving patrols of the hospital and grounds, as required, to determine that appropriate areas are secure and safe from fire, theft, vandalism, and presence of unauthorized persons.
  - (f) Issue personal panic alarms, as appropriate, and issue/retrieve temporary visitors passes.
  - (g) Be available to hospital staff, during shift change hours, to provide escort service to vehicles in parking lots and to be physically present in parking lots, during evening and night shift changes.
  - (h) Respond to all alarms throughout the hospital to ensure the area's safety and security.
  - (i) Maintain radio communication with Security Dispatch. Radios shall be provided and maintained by the Contractor (Radios must meet County standards and be compatible with the current system on a 450-512 MHz channel).
  - (j) Be responsible for verifying paperwork and "accept" and "release" human remains from the Morgue.
  - (k) Record and store for 180 days, on hospital premises, unclaimed belongings of expired patients and lost belongings and dispose of said items, at the end of the stated period as directed by Hospital Administration.

- Assist in determining if a crime has been committed and serve as a liaison with the San Mateo Police department, on criminal matters, in accordance with the Post Orders; i.e. thefts, etc.
- (m) Be responsible for issuing parking permits.
- (n) Contractor will provide a patrol vehicle or provide one itself for the Security Officer, at the option of the Hospital Security Director.
- (o) Security Officer's to be assigned to SMMC will have completed at least 80 hours of onthe-job training, as determined by the Hospital Security Director, prior to assignment.
- (p) Contractor's personnel serving at SMMC and its clinics must satisfy the Health Screening Requirements for Security at San Mateo Medical Center and Clinics, a copy of which shall be provided to Contractor. Contractor shall bear the costs of compliance with these requirements, including any annual or other periodic re-immunizations or tests required by that policy.
- (q) Contractor's personnel assigned to SMMC and its clinics shall attend staff meetings with SMMC Security Officer staff and/or leadership periodically as agreed upon by the parties.
- (r) Select security officers will be granted access to eClinicalWorks (eCW), an electronic database containing patient records, some of which is confidential "HIPAA" (Health Insurance Portability and Accountability Act) medical information. The security officers granted this access will have a role in looking up patient appointments in order to help direct patients where in the medical center their appointment is located. The security officers will conduct training required by SMMC to be granted access to eCW and said confidential medical information prior to being granted access to eCW. The security officers selected to be granted this access will be vetted by Contractor's Human Resource and Account Managers.
- B. San Mateo County Health Building
  - (a) Respond to emergency situations and provide assistance to staff in Administration, Aging and Adult Services, Public Health Policy & Planning Division, and other departments, as appropriate.
  - (b) Observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations and will check employee ID cards as required.
  - (c) Verbally discourage persons attempting to gain unauthorized access.
  - (d) Conduct roving patrols of the site and grounds, as required, to determine that appropriate areas are secure and safe from fire, theft, vandalism, and presence of unauthorized persons.
  - (e) Lock/unlock the facility, at the start and end of business hours, and as necessary for special and after-hours events.
  - (f) Respond to all alarms throughout the hospital, to ensure the area's safety and security.

- (g) Maintain radio communication with Security Dispatch as to Officer location and availability.
- (h) Radios will be provided and maintained by Contractor (Radios must meet County standards and be compatible with the current system on a 450-512 MHz channel).
- (i) Record and store on hospital grounds lost belongings and dispose of said items as directed.
- (j) Assist in determining if a crime has been committed and serve as a liaison with the San Mateo Police department on criminal matters in accordance with the Post Orders; i.e. thefts, etc.
- (k) Be responsible for issuing parking permits.
- C. Behavioral Health & Recovery Services Locations
  - (a) Respond to emergency situations and provide assistance to staff.
  - (b) Observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations and will check employee ID cards as required.
  - (c) Verbally discourage persons attempting to gain unauthorized access.
  - (d) Conduct roving patrols of the Clinic and grounds, as required, to determine that appropriate areas are secure and safe from fire, theft, vandalism, and presence of unauthorized persons.
  - (e) Maintain contact with clinic staff and accessible via radio devices.
  - (f) Be available to provide staff with escort service to vehicles in parking lots and to physically present in parking lots during shift changes.
  - (g) Before assignment, Security Officers to be assigned will have completed at least 20 hours of on-the job training.
  - (h) Assist with screening, provide handouts, and direct visitors to the appropriate area.
- D. Service Locations under Subsection B of Section III above located at 2415 University Ave, East Palo Alto
  - (a) Observe building entrants, occupants, and visitors for compliance with County Building safety/security rules and regulations and shall check employee ID cards as required.
  - (b) Verbally discourage persons attempting to gain unauthorized access.
  - (c) Be available to monitor client-related interactions as needed.
  - (d) Conduct roving patrols of the facility, including parking lot.
  - (e) Provide escort services, as needed, to individuals requesting the service, as well as respond to all calls for service on the Contractor's provided phone.

- (f) Assist the Site Manager if they believe a crime has been committed and may serve as a liaison with the local law enforcement agency on criminal matters in accordance with the Post Orders; i.e. thefts, etc.
- (g) Be familiar with the Agency Emergency Response Plan.
- (h) Lock/unlock buildings as requested, as well as respond to all calls for service on the Contractor's provided phone.

#### **VI. HEALTH REQUIREMENTS**

Contractor personnel, prior to being placed at County facilities, shall provide to the County satisfactory proof of immunity to Mumps, Measles and Rubella (MMR), Varicella and Hepatitis B. In addition, all such contractor personnel shall, prior to providing services under this Agreement, provide proof of vaccination for Covid-19 (primary vaccination series and boosters as required by regulatory entities for healthcare workers) and vaccination for Influenza within the one-year period immediately preceding commencement of such services, and of QuantiFERON Tuberculosis (TB) testing within the one-year period immediately preceding the commencement of such services. During the term of this Agreement, all contractor personnel providing services under this Agreement shall, on at least an annual basis, be immunized against Influenza; shall be tested for TB using the QuantiFERON blood test; and shall be N-95 fit tested. Documentation of compliance with these requirements shall be current on or before October 31st of each year during the term of this Agreement. Failure to maintain current documentation as required in this Section shall be a material breach of this Agreement. All contractor personnel acknowledge and agree that they may be required to undertake additional infectious disease-related testing in the event of an infectious disease exposure at SMMC. SMMC shall provide the testing and services required under this Section, free of charge to contractor personnel providing services under this agreement or such contractor personnel shall have the option of providing documentation from other sources that is reasonably satisfactory to the County of compliance with the requirements of this Section. Contractor personnel assigned to County facilities shall adhere to all Federal, State, and local Health Orders and as amended and mandated by County facilities.

#### Revised Exhibit B-1 (rev. 10/29/24) Site List & Pricing

Coverage is subject to change upon mutual negotiation between Contractor and County.

# For the term from October 11, 2021 through October 10, 2024:

Department	Location	Type of Work	Security Level	Position	Hours Worked Per Week (Reg)	Hours Worked Per Week (OT)	Hours Worked Per Week (Total)	Number of Employee(s)	Regular Rate	Reg. + O.T. Rate	Portion of Account Manager Cost	Total
SMMC - Acct. Mgr.	222 W39th Ave. San Mateo, CA	Patrol	High	Regular Guard	40	0	40	1			\$ 2,105.60	\$ 2,105.60
SMMC - Professionals	222 W39th Ave. San Mateo, CA	Patrol Patrol Patrol	High High High	Regular Guard Lead Officer Supervisor	470 80 80	0 0 0	470 80 80	13 2 2	\$ 33.36 \$ 35.27 \$ 37.18	\$ 50.04 \$ 52.91 \$ 55.77	\$ - \$ - \$ -	\$ 15,679.20 \$ 2,821.60 \$ 2,974.40
SMMC - ED	222 W39th Ave. San Mateo, CA	Patrol Patrol Patrol	High High High	Regular Guard Lead Officer Supervisor	104 80 40	0 17.5 0	104 97.5 40	1 2 1	\$ 33.36 \$ 35.27 \$ 37.18	\$ 50.04 \$ 52.91 \$ 55.77	\$ - \$ - \$ -	\$ 3,469.44 \$ 3,747.44 \$ 1,487.20
SMMC - PES	222 W39th Ave. San Mateo, CA	Patrol Patrol	High High	Regular Guard Lead Officer	128 40	0	128 40	3	\$ 33.36 \$ 35.27	\$ 50.04 \$ 52.91	\$ - \$ -	\$ 4,270.08 \$ 1,410.80
SMMC - 3AB	222 W39th Ave. San Mateo, CA	Patrol Patrol	High High	Regular Guard Lead Officer	424 40	0	424 40 40	11	\$ 33.36 \$ 35.27	\$ 50.04 \$ 52.91	\$ - \$ -	\$ 14,144.64 \$ 1,410.80
Coastside Clinic	225 South Cabrillo HWY Halfmoon Bay, CA	Patrol Patrol	High	Supervisor Regular Guard	40	0	40	1	\$ 37.18 \$ 33.36	\$ 55.77 \$ 50.04	\$ - \$ -	\$ 1,487.20 \$ 1,734.72
Daly City Clinic	380 90th St. Daly City, CA	Patrol	Low	Regular Guard	40	0	40	1	\$ 33.36	\$ 50.04	\$ -	\$ 1,334.40
Daly City Youth Health Center	350 90th St. Daly City, CA	Patrol	Low	Regular Guard	40	0	40	1	\$ 33.36	\$ 50.04	\$-	\$ 1,334.40

Fair Oaks Health Center	2710 Middlefield Rd. Redwood City, CA	Patrol	Low	Regular Guard	80	9	89	2	\$ 33.36	\$ 50.04	s	-	\$ 3,119.16
South San Francisco Clinic	306 Spruce Ave. South San Francisco, CA	Patrol	Low	Regular Guard	40	0	40	1	\$ 33.36	\$ 50.04	\$	-	\$ 1,334.40
SMMC - Fire Watch	222 W 39th Ave, San Mateo, CA (Temporary)	Fire Watch	Low	Regular Guard	128	0	128	3	\$ 33.36	\$ 50.04	\$	-	\$ 4,270.08
											Total Weekly		68,135.56

Department	Location	Type of Work	Security Level	Position	Hours Worked Per Week (Reg)	Hours Worked Per Week (OT)	Hours Worked Per Week (Total)	Number of Employee(s)	Regular Rate	Reg. + O.T. Rate	Portion of Account Manager Cost	Total
San Mateo County Health Admin	225 37th Avenue. San Mateo, CA	Patrol	Low	Regular Guard	40	0	40	1	\$ 33.36	\$ 50.04	\$-	\$ 1,334.40
											Total Weekly	\$1,334.40

Department	Location	Type of Work	Security Level	Position	Hours Worked Per Week (Reg)	Hours Worked Per Week (OT)	Hours Worked Per Week (Total)	Number of Employee(s)	Regular Rate	Reg. + O.T. Rate	Portion of Account Manager Cost	Total
BHRS	802 Brewster Street Redwood City, CA	Patrol	Low	Regular Guard	40	7.5	47.5	1	\$ 33.36	\$ 50.04	\$ 58.85	\$ 1,768.55
BHRS	375 89th Ave Daly City, CA	Patrol	Low	Regular Guard	40	12.5	52.5	1	\$ 33.36	\$ 50.04	\$ 50.09	\$ 2,009.99
BHRS	1950 Alameda De Las Pulgas San Mateo, CA	Patrol	Low	Regular Guard	40	12.5	52.5	1	\$ 33.36	\$ 50.04	\$ 50.09	\$ 2,009.99
BHRS	727 Shasta Street Redwood City, CA	Patrol	Low	Regular Guard	40	10	50	1	\$ 33.36	\$ 50.04	\$ 56.35	\$ 1,891.15
						<u> </u>		A	<u></u>		Total Weekly	\$ 7,679.68

# Weekday at 2415 University Ave, Palo Alto, CA 94303--EPA Weekly Budget

Department	Location	Position	Hours	Weekday Regular Rate	Weekday Lunch Penalty	Weekday Lunch Penalty	Portion of Account Manager	Total Cost	Cost Per Department
HSA (for reference only, to be separately contracted for)									
Probation Health (split evenly between Behavioral Health & Recovery Services and Family Health Services) City of EPA (for reference only, to be	2415 University Ave, Palo Alto, CA 94303	Regular Guard	63	\$ 33.36	5	\$ 28.36	\$ 81.64	\$ 2,325.12	\$ 465.02 \$ 465.02
separately contracted for) Library									\$ 465.02
								Weekday Total Budgeted	\$ 1,395.07

# Weekday at 2415 University Ave, Palo Alto, CA 94303--EPA Weekly Budget

Department	Location	Position	Hours	Weekend Regular Rate	Weekday Lunch Penalty	Weekday Lunch Penalty	Total Cost
Library	2415 University Ave, Palo Alto, CA 94303	Regular Guard	8	33.36	1	28.36	295.24

The following rates are applicable for the term 10/11/2022 through 10/10/2023.

Regular Guard	\$ 34.85
Lead Officer	\$ 36.87
Supervisor	\$ 38.87

The following rates are applicable for the term 10/11/2023 through 10/10/2024.

Regular Guard	\$ 36.43
Lead Officer	\$ 38.54
Supervisor	\$ 40.63

# Starting on October 11, 2024:

### SMMC:

Role	Avg Weekly Hours	Avg FTEs	FTE - Contract	Bill Rate	Annual Cost
ED Officer	173.3	4.3	4.5	\$47.53	\$444,834.00
ER Triage	73.5	1.8	2.0	\$47.53	\$197,704.00
PES	173.3	4.3	4.5	\$46.99	\$439,803.00
Dispatcher	173.3	4.3	4.5	\$42.39	\$396,770.40
3 A/B	519.8	13.0	13.0	\$46.91	\$1,268,514.00
Supervisor	123.8	3.1	3.0	\$46.32	\$289,036.80
Lead	49.5	1.2	1.5	\$43.94	\$137,092.80
Patrol Officer	351.8	8.8	9.0	\$41.53	\$777,441.60
Fire Watch	173.3	4.3	4.5	\$41.53	\$388,720.80
Armed Officer	285.3	7.1	7.0	\$59.85	\$871,416.00
Checkpoint Officer	346.5	8.7	9.0	\$41.53	\$777,441.60
Greeter	194.0	4.9	5.0	\$41.53	\$431,912.00
Account Manager	40.0	1.0	1.0	\$57.67	\$119,953.56
Total	2677	66.925	68.5		\$6,540,640.56

# SMMC rates starting from 10/11/2025:

Officer	\$43.61
Dispatcher	\$44.51
Lead	\$46.14
Supervisor	\$48.64
Armed	\$62.84
3 A/B	\$49.26
ED	\$49.90
PES	\$49.34

Department	Location	Type of Work	Security Level	Position	Hours Worked Per Week (Reg)	Hours Worked Per Week (OT)	Lunch Penalty	Hours Worked Per Week (Total)	Number of Employee(s)	Regular Rate	Reg. + O.T. Rate	Portion of Account Manager Cost	Total
BHRS	802 Brewster Street Redwood City, CA	Patrol	Low	Regular Guard	40	6.25		46.25	1	\$41.27	\$61.91		\$2,037.71
BHRS	375 89th Ave Daly City, CA	Patrol	Low	Regular Guard	40	0		40	1	\$41.27	\$61.91		\$1,650.80
BHRS	1950 Alameda De Las Pulgas San Mateo, CA	Patrol	Low	Regular Guard	40	5		45	1	\$41.27	\$61.91		\$1,960.33
BHRS	727 Shasta Street Redwood City, CA	Patrol	Low	Regular Guard	40	5		45	1	\$41.27	\$61.91		\$1,960.33
BHRS	225 South Cabrillo HWY, 2∞FI, Half Moon Bay, CA	Patrol	Low	Regular Guard	40	5		45	1	\$41.27	\$61.91		\$1,960.33
BHRS	2415 University Ave., Suite 301, East Palo Alto, CA	Patrol	Low	Regular Guard	40	5		45	1	\$41.27	\$61.91		\$1,960.33
BHRS	350 90∍Street, 2∞FI, Daly City, CA	Patrol	Low	Regular Guard	40	0		40	1	\$41.27	\$61.91		\$1,650.80
BHRS	200 Edmonds Rd., Redwood City, CA	Patrol	Low	Regular Guard	56	35		91	1	\$41.27	\$61.91		\$4,477.80
												Total Weekly	\$17,658.40

#### EPA:

Department	Location	Position	Hours	Weekday Regular Rate	Weekday Lunch Penalty	Weekday Lunch Penalty	Portion of Account Manager	Total Cost	Cost Per Department
HSA (for reference only, to be separately contracted for)									
Probation									\$785.36
Health (split evenly between Behavioral Health & Recovery Services and Family Health Services)	2415 University Ave, Palo Alto, CA 94303	Regular Guard	91	\$41.27	5	\$34.25		\$3,926.82	\$785.36
City of EPA (for reference only, to be separately contracted for)									
Library									\$785.36
								Weekday Total Budgeted	\$2,356.09

# Library:

Department	Location	Position	Hours	Weekend Regular Rate	Weekend Lunch Penalty	Weekend Lunch Penalty	Total Cost
Library	2415 University Ave, Palo Alto, CA 94303	Regular Guard	16	\$41.27	0	\$ 34.25	\$728.82

Non-SMMC Rate starting from 10/11/2025:

Guard	\$43.33
Supervisor	\$48.18
S.O.C./Dispatcher	\$48.06
Mobile Clinic Officer	\$53.66