

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EXECUSHIELD, INC.

This Agreement is entered into this _____ day of _____, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Execushield, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing security services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit B-1—Site List & Pricing
- Exhibit C—Performance Metrics
- Exhibit D—COVID-19 Protocol
- Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment IP—Intellectual Property
- Attachment J—Vendor/Contractor Access Policy

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A and all other referenced exhibits and attachments set forth above.

3. Payments

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 TWENTY-TWO MILLION DOLLARS (\$22,000,000). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 11, 2021, through October 10, 2024, with an option to extend up to two additional years by written amendment signed by the parties.

5. Termination

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon ninety (90) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification

performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance with Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center (SMMC) retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in that instance that this Agreement is otherwise subject to any applicable requirements of Title 22.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of

allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than two-hundred thousand dollars (\$200,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause: Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo Medical Center
Attn: Chief Operations Officer
Address: 222 W 39th Ave
San Mateo, CA 94403

In the case of Contractor, to:

Name/Title: Execushield, Inc.
Attn: Daniel M. Gonzalez
Address: 4104 24th St. #501
San Francisco, CA 94114
Telephone: 415-508-0825
Facsimile: 415-358-5880
Email: dgonzales@execushield.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Disentanglement

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

21. Disaster and Emergency Response Plan

Contractor will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which Contractor provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address Contractor preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

Contractor shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. Contractor shall respond reasonably promptly to any comments or requests for revisions that the County provides to Contractor regarding the Emergency Plan. Contractor will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. Contractor shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that Contractor projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the Contractor projects it would incur for such additional staff, supplies and services. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the Contractor is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

Contractor shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, Contractor and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. Contractor shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

22. Hospital and Clinics Credentialing Program

Contractor and Contractor representatives visiting or entering the San Mateo Medical Center (SMMC) main campus or any of its satellite clinics are required to register with SMMC's Vendor Credentialing Program prior to conducting business onsite. It is important that each Contractor representative registers individually in order to maintain the confidentiality of their personal credentials and to ensure ongoing access to our facilities. More information regarding SMMC's updated credentialing and on-site visit requirements can be found on SMMC's profile page through <https://login.ghx.com>.

* * *

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.

Daniel M. Gonzalez
Contractor Signature

09/29/2021
Date

DANIEL M. GONZALEZ
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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 breach, 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 th 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
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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	375 89th Street, Daly City
Shasta Youth & Transition Age Youth	727 Shasta Street, Redwood City
East Palo Alto Mental Health	2415 University Ave, East Palo Alto

Family Health Services (FHS)

Prenatal Advantage Black Infant	2415 University Ave, 2 nd Floor, East Palo Alto
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San Mateo County Probation Department (SMCPD)

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

East Palo Alto Library	2415 University Ave, East Palo Alto
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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.
- (l) 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)
 - IAHS 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, well-groomed, 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

1. 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

1. 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

- 1. 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.
- 2. 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 from 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.
 - 3. 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.
- (l) 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 on-the-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.

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 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. Contractor and its personnel shall comply with the requirements set forth in Exhibit D—COVID-19 Protocol.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. MINIMUM / MAXIMUM HOURLY RATES.

- A. The Site List & Pricing (Exhibit B-1) reflects current staffing levels and may vary or change based on County security needs. This listing is intended to be illustrative and not immutable.
- B. All initial bill rates and subsequent adjustments must receive prior approval from County. Adjustments to bill rates may occur annually with an effective date of July 1st.

II. OVERTIME.

- A. No overtime shall be reimbursed unless it is expressly requested and authorized by County in advance. Additionally, no overtime shall be reimbursed for maintaining minimum coverage, as specified in Section III of Exhibit A, except as specifically approved by the County.
- B. Overtime shall be paid for Contractor's services on special security details as assigned in advance. Overtime Rates shall be as set forth in Exhibit B-1.
- C. County shall pay overtime only in those cases when approved, in advance, by County's Security Program Coordinator.
- D. County authorized overtime shall be billed as separate line items on Contractor's regular invoice to County.
- E. All requests for additional coverage with more than 48 hours' notice will be billed at straight time.

III. HOLIDAY PAY.

- A. The straight billing rate shall be applicable to Contractor's billing for all permanent Security Officers actually working a shift, and for all hours worked, on the following County holidays:
 - New Year's Day
 - Martin Luther King Day
 - Presidents Day
 - Memorial Day
 - Independence Day (4th of July)
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Day
- B. Any change in paid holidays for County offices made by County shall be reviewed with Contractor at that time. If a holiday is added, a determination made as to whether the holiday change will be carried over to Contractor personnel. If a holiday is removed for County personnel, said removal will also be automatic for Contractor.

C. Security Officers shall be required to work their regularly assigned shifts that fall on holidays and will be paid at an hourly rate of time and one-half (1.5) for said holiday shifts at facilities that are staffed seven (7) days per week. These hours will be billed as straight time to County since the additional cost to Contractor of paying time and one-half is included in the mark-up percentage.

D. Contractor will not bill County for Holiday time that was not actually worked.

IV. PART-TIME.

Part-time Security Officers shall be paid in accordance with regular salary and overtime requirements, at the appropriate part-time schedule of hours.

V. BENEFITS PACKAGE.

A. Contractor is expected to provide a basic package of health and dental insurance for employees, comparable to security industry standards. Contractor shall submit a detailed copy of Life/Health/Dental Insurance Plans to the County when finalized with providers, but in any event no later than 60 days after commencement of this Agreement. Health insurance plan provided shall be equivalent to the Kaiser plan submitted with the proposal.

B. Security Officers shall be eligible for the package after ninety (90) days of continuous, fulltime service.

C. Payment of Employee life insurance premiums or benefits other than basic health and dental insurance are the responsibility of the Contractor.

D. Health insurance equivalent to Kaiser, and other benefits identified in the Contractor's proposal are the Contractor's responsibility and have been included in the mark-up to determine the bill rate. No additional cost will be incurred by County.

E. Nothing in this section shall be construed to prohibit Contractor from offering employees other pre-existing company benefits programs provided by the Contractor and/or with matching employee contributions, outside of this Agreement and without County participation.

VI. OTHER.

A. All required training will be provided at no additional cost to County including but not limited to the following:

- California Guard Card
- 8-hour annual refresher
- Sexual harassment training
- CPI certification
- CPI annual refresher
- County CIT training
- Handcuff certification
- CPR
- Proper tourniquet use (TECC)

B. Twenty-Seven (27) radios will be provided at no additional cost to County.

- C. Cross-training (between sites) will be provided by Contractor as requested by County at no additional cost to County up to a ceiling of 320 hours per annum. Cross-training will not include training for relief officers. A summary of cross-training hours shall be submitted to County prior to County incurring cost.
- D. Three Guard-tour systems will be provided to County by Contractor at no additional cost to County.
- E. Contractor shall provide geolocation tracking and security related software as appropriate.

VII. INVOICE / BILLING PROCEDURES.

- A. Contractor will submit monthly invoices for each location listed in Exhibit A to the following respective department:

San Mateo Medical Center
 Attn: Accounts Payable; SMMC-Accounts-Payable@smcgov.org
 222 W 39th Ave,
 San Mateo, Ca 94403

San Mateo County Health Administration
 Attn: Administration Service Manager; HealthAdmin@smcgov.org
 225 37th Avenue
 San Mateo, CA 94403

Behavioral Health & Recovery Services
 Attn: Contracts; BrJohnson@smcgov.org
 2000 Alameda De Las Pulgas, Suite # 280
 San Mateo, CA 94403

Family Health Services
 Attn: Diana Lao; HS_FHS_Invoices@smcgov.org
 2000 Alameda de las Pulgas
 San Mateo, CA 94403

San Mateo County Probation Department
 Attn: Accounts Payable; prob_accounts_payable@smcgov.org
 222 Paul Scannell Drive
 San Mateo, CA 94402

San Mateo County Library
 Attn: Finance; finance@smcl.org
 125 Lessingia Court
 San Mateo, CA 94402

- B. County reserves the right to request alternate billing arrangements.
- C. All invoices shall be divided by site name and location so that the County can log, track, and verify invoices as appropriate.
- D. All special security detail or other special one-time invoices, whether on regular time, overtime, or some combination thereof, shall be broken out and billed on a separate invoice.

VIII. ACCURACY & CHECKING OF INVOICES.

- A. Contractor's payroll office and local branch Account Manager shall personally review all invoices for accuracy, and to resolve any billing or time reporting discrepancies. Contractor is responsible for ensuring that invoices are accurate and free from detectable errors. Examples of the latter include, but are not limited to, the following:
1. charging for days or hours not actually worked at a particular site;
 2. hours/charges assigned to wrong Officer or wrong site/invoice;
 3. charges for overtime which are a Contractor obligation and should be invoiced at regular pay;
 4. special detail charges intermingled with a regular worksite invoice and not broken out separately;
 5. merit pay increases included but without prior email notification to County as required;
 6. incorrect charging of holiday pay hours;
 7. charging of paid leave hours in excess of amount covered by County under the Agreement (e.g. three weeks of vacation charged when County pays for two only);
 8. charging of leave replacement personnel hours at overtime rate rather than contractually allowable regular pay rate; and
 9. Contractor must ensure that Contractor's payroll system is adequate to the task of providing the level of detail and payroll controls required by County.

Exhibit B-1
Site List & Pricing

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

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	High	Regular Guard	470	0	470	13	\$ 33.36	\$ 50.04	\$ -	\$ 15,679.20
		Patrol	High	Lead Officer	80	0	80	2	\$ 35.27	\$ 52.91	\$ -	\$ 2,821.60
		Patrol	High	Supervisor	80	0	80	2	\$ 37.18	\$ 55.77	\$ -	\$ 2,974.40
SMMC - ED	222 W39th Ave. San Mateo, CA	Patrol	High	Regular Guard	104	0	104	1	\$ 33.36	\$ 50.04	\$ -	\$ 3,469.44
		Patrol	High	Lead Officer	80	17.5	97.5	2	\$ 35.27	\$ 52.91	\$ -	\$ 3,747.44
		Patrol	High	Supervisor	40	0	40	1	\$ 37.18	\$ 55.77	\$ -	\$ 1,487.20
SMMC - PES	222 W39th Ave. San Mateo, CA	Patrol	High	Regular Guard	128	0	128	3	\$ 33.36	\$ 50.04	\$ -	\$ 4,270.08
		Patrol	High	Lead Officer	40	0	40	1	\$ 35.27	\$ 52.91	\$ -	\$ 1,410.80
SMMC - 3AB	222 W39th Ave. San Mateo, CA	Patrol	High	Regular Guard	424	0	424	11	\$ 33.36	\$ 50.04	\$ -	\$ 14,144.64
		Patrol	High	Lead Officer	40	0	40	1	\$ 35.27	\$ 52.91	\$ -	\$ 1,410.80
		Patrol	High	Supervisor	40	0	40	1	\$ 37.18	\$ 55.77	\$ -	\$ 1,487.20
Coastside Clinic	225 South Cabrillo HWY Halfmoon Bay, CA	Patrol	Low	Regular Guard	40	8	48	1	\$ 33.36	\$ 50.04	\$ -	\$ 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	\$ -	\$ 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
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Total Weekly	\$ 68,135.56
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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
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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

Total Weekly	\$ 7,679.68
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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)	2415 University Ave, Palo Alto, CA 94303	Regular Guard	63	\$ 33.36	5	\$ 28.36	\$ 81.64	\$ 2,325.12		
Probation									\$ 465.02	
Health (split evenly between Behavioral Health & Recovery Services and Family Health Services)									\$ 465.02	
City of EPA (for reference only, to be 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 10/11/2024.

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

Exhibit C

Performance Metrics

County will measure Contractor performance of the services in accordance with the procedures set forth by the performance indicators below. Contractor acknowledges that the performance indicators are a reasonable minimum standard by which to measure Contractor performance of the services.

Security services to be provided for the safety and protection of County visitors, patients and employees while doing business at SMCH facilities 100% of the time.

Exhibit D-COVID-19 Protocol

The California Department of Public Health recently issued two recent State Public Health Officer Orders relating to health care workers.

The subject of the State Public Health Officer Order of July 26, 2021 ("July 26 Order") is "Health Care Worker Protections in High-Risk Settings" and a copy is available at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Unvaccinated-Workers-In-High-Risk-Settings.aspx>.

The subject of the State Public Health Officer Order of August 5, 2021 ("August 5 Order") is "Health Care Worker Vaccine Requirement" and a copy is available at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>).

The County of San Mateo has determined that your agency contracts with the County to provide services at **San Mateo Medical Center (SMMC) and its clinics**, which are subject to the foregoing orders, and as a result your employees who work indoors at a County operated covered facility where they may have the potential for direct or indirect exposure to patients or SARS-CoV-2 airborne aerosols and therefore your staff are considered workers subject to those orders.

Proof of Vaccination

The August 5 Order requires that workers in covered health care facilities have their first dose of a one-dose COVID-19 vaccine regimen (e.g., Johnson & Johnson/Janssen) or their second dose of a two-dose COVID-19 vaccine regimen (e.g. Pfizer-BioNTech or Moderna) no later than September 30, 2021. Both the July 26 Order and the August 5 Order require operators of covered health care facilities to verify worker vaccination status.

In order to ensure compliance, please: (1) confirm in writing that you follow the California Department of Health Guidance for Vaccine Records Guideline and Standards (available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Vaccine-Record-Guidelines-Standards.aspx>); and (2) provide documentation of vaccination for each individual from your agency who works at **SMMC and its clinics**, including the following information for each individual: full name and date of birth; vaccine manufacturer; and date of vaccine administration (for first dose and, if applicable, second dose).

If you do not follow the California Department Health Guidance for Vaccine Records Guideline and Standards, please provide the following information for each individual from your agency who works at **SMMC and its clinics**, as required by Section 4.b. of the Health Officer Order (citing the California Department of Public Health Guidance for Vaccine Records Guidelines & Standards):

- A photograph of a Covid-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card¹) which includes your name, the type of vaccine provided and date last dose administered); or
- Documentation of vaccination from a healthcare provider; or
- A digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

In the event that the following information is not included in the above proof of vaccination, please provide it separately: full name and date of birth; vaccine manufacturer; and date of vaccine administration (for first dose and, if applicable, second dose).

Please send the foregoing documentation no later than September 30, 2021, to:

HS_SMMC_COVID19_Vaccine@smcgov.org

Exemption from Vaccine Requirements

If an individual from your agency who works at **SMMC and its clinics**, has sought exemption from the vaccine requirement under Section 2 of the August 5 Order, that individual must complete a declination form, signed by the individual, stating either of the following: (1) the worker is declining vaccination based on Religious Beliefs, or (2) the worker is excused from receiving any COVID-19 vaccine due to Qualifying Medical Reasons.

To be eligible for a Qualified Medical Reasons exemption, the worker must also provide to you, as their employer, a written statement signed by a physician, nurse practitioner, or other licensed medical professional practicing under the license of a physician stating that the individual qualifies for the exemption (but the statement should not describe the underlying medical condition or disability) and indicating the probable duration of the worker's inability to receive the vaccine (or if the duration is unknown or permanent, so indicate).

For any individual from your agency who works at **SMMC and its clinics**, and has sought exemption from the vaccine requirements, please submit the declination form referred to above to:

HS_SMMC_COVID19_Vaccine@smcgov.org

You do not need to provide a copy of the written statement signed by a physician, nurse practitioner, or other licensed medical professional referred to above, but you should maintain a copy in your records.

On at least a weekly basis, test results for unvaccinated exempt individuals from your agency who work at **SMMC and its clinics**, should be provided to: HS_SMMC_COVID19_Vaccine@smcgov.org

Testing Requirements

Section IV. of the July 26 Order requires that "unvaccinated" and "incompletely vaccinated" (as those terms are defined in the Order) health care workers undergo diagnostic screening testing with either PCR testing or antigen testing. Any PCR or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Unvaccinated and incompletely vaccinated health care workers in Acute Health Care and Long-Term Care Settings must undergo such testing at least twice weekly, whereas those in other health care settings must undergo such testing at least weekly. You must ensure that your employees that work in County covered health care facilities as described above comply with these testing requirements. Testing will be offered onsite at SMMC for Contractor Personnel assigned to SMMC and its clinics.

If a worker tests positive please promptly notify SMMC Infection Control at 650-573-4744 and instruct your employee not to enter any County covered facilities until further notice (except as a patient).

The foregoing testing requirements apply for each individual worker until the required proof of vaccination discussed above has been submitted for that individual and that individual is "fully vaccinated," as defined in the July 26 Order (i.e., it has been at least two weeks since the worker either received the second dose in an authorized two-dose series, such as Pfizer-BioNTech or Moderna, or received an authorized single-dose vaccine, such as Johnson & Johnson/Janssen).

Respirator and/or Mask Requirements

Please note that the July 26 Order and the August 5 order also address respirator and/or mask requirements at Sections III. and 3.b., respectively.

We appreciate your partnership in helping the County to keep its facilities safe and compliant.

We remind you that agreements with the County require services to be performed in accordance with applicable law. Please be advised that failure to comply timely or completely with the requirements described herein could result in contract termination.

If you have any questions, please do not hesitate to contact: Michele Medrano, Infection Control and Employee Health Manager: mimedrano@smcgov.org or 650-573-3409

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing San Mateo Medical Center's (SMMC) commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor will comply with all Federal, State or other governmental health care program requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements within fifteen (15) days of discovery of the violation.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Contractor, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Contractor to this Code of Conduct, and has committed Contractor to comply with this Code of Conduct.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set

forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is *presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures

of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health

Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

DANIEL M. GONZALEZ

Name of Contractor(s):

Execushield Inc.

Street Address or P.O. Box:

4104 24th Street #501

City, State, Zip Code:

San Francisco, CA 94114

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Daniel M. Gonzalez

Title of Authorized Official:

CHIEF EXECUTIVE OFFICER

Date:

09/29/2021

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

COUNTY OF SAN MATEO



Attachment J Vendor/Contractor Access Policy

Policy Update: 10/22/2018

Overview

Vendors/Contractors play an important role in the support of hardware and software management for San Mateo County. They may be required to access, configure, maintain, and provide emergency support for systems. As a result, the vendor/contractor can be exposed to sensitive data or the need to connect to the County's network may expose the County to unwanted virus or security threats.

Policy Purpose

The purpose of this policy is to establish rules and responsibilities for the vendors/contractors who require not only physical access but also access to the County's network and information resources. This policy is intended to minimize potential exposure from damages and to mitigate any liability to the County as a result of unauthorized use.

Scope

This policy applies to all vendors/contractors who require access to County facilities as well as access to the County's network using non-County owned computing devices to perform work on behalf of the County. This policy also applies to all portable computers (laptops) and portable computing devices (devices that have similar hardware and software components used in personal computers such as a tablet PC).

Policy

Vendor/contractors shall:

- A. Only use information and systems for the purpose of the business agreement with County and any information acquired in the course of the agreement shall not be used for personal purposes or divulged to others.
- B. All contractors and vendors contracting with the County shall provide a list of its employees that require access to the County's system and data pursuant to the agreement
 1. The list shall be updated and provided to the Departments and Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
- C. Safeguard all County data by:
 1. Utilizing data encryption to protect information on computing devices.
 2. Securing the computing device at all times; especially if the device is left unattended for any length of time.

3. Implementing precautions to prevent others from viewing on-screen data in public areas.
 4. Notifying the County immediately if the mobile device containing County data or used in the performance of County activities is lost or stolen.
 5. Not downloading, uploading, or maintaining, on a computing device, any information that is considered sensitive without authorization of his/her Project Manager or Department Head or his/her designee.
- D. Vendor/contractor shall use unique accounts and password management that complies with the County's Information Technology (IT) Security Policy.
1. All passwords and accounts shall be unique to the vendor/contractor and shall not be shared.
- E. Vendor/Contractor shall take reasonable steps to protect against the installation of unlicensed or malicious software.
1. All commercial software installed must have a valid license and that the terms, conditions, and copyright laws shall be strictly followed.
- F. All County-owned software installed on the computing device must be removed when the vendor/contractor services are terminated.
1. Upon termination of work, the vendor/contractor shall return or destroy all County information and data as well as provide written certification of that return or destruction within 24 hours.
- G. Remote access rules and procedures shall be strictly adhered to.
1. Remote access usage must be confined to provide support for County systems; personal use shall be strictly prohibited.
- H. In the event that a vendor/contractor disposes of a computing device containing County's confidential information and/or data, the device must be sanitized in such a way that does not allow for the retrieval of data and by Department of Defense (DOD) standards.
1. Alternatively, computing devices may be physically destroyed by a method that leaves the device's data unrecoverable.
- I. Vendor/contractor understands that its written security protocols for County-related business shall be available for inspection by the County upon request.
1. For the period that the computing device is on the County's network, there is no expectation of privacy with regard to the contents of the device despite the fact that it is a privately-owned equipment.
- J. Vendors/contractors must wear visible identification and if issued a County cardkey, the cardkey must be visible at all times. Use of another individual's cardkey is expressly prohibited.
- K. Vendor/Contractor access to County data center(s) must be authorized and approved in writing by the Chief Information Officer (CIO) or his/her designee.

Responsibilities

The vendor/contractor will be responsible for assuring that anti-virus software, with scanning and update services be applied, is installed on its computing device used for County business and that the anti-virus software meets the requirements as set forth in the County's IT Security Policy and the Virus, Patch, and Vulnerability Management Policy. Vendor must also ensure that all computing devices have operating system security patches installed and are updated on a regular basis.

Additionally, computing devices, such as laptops and/or tablets, must include an approved encryption program with configuration that meets or exceeds the County's IT Security Policy.

Vendor/Contractor device(s) may connect directly to the County network with express written approval from the CIO or his/her designee. The Vendor/Contractor must verify to the County that the device(s) have been patched, virus protected, and encrypted. Vendors using devices without approved software and encryption will not be permitted to connect to the County's network.

It is also the responsibility of the vendor/contractor to be familiar with the following policies to ensure its adherence:

- IT Security Policy
- Internet Usage Policy
- Email Policy (if applicable)
- Virus, Patch, and Vulnerability Management Policy
- Data Center Policy

Policy Enforcement

The Director of ISD (CIO) is the policy administrator for information technology resources and will ensure this process is followed. Additionally, Division Directors, Department Heads, and managers are responsible for compliance with County policy within their respective administrative areas.

Those vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

Revision History

Effective Date	Changes Made
August 8, 2009	Policy established
October 22, 2018	Policy updated