

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



## Gregory J. Ahern, Sheriff

Director of Emergency Services  
Coroner - Marshal

AGENDA \_\_\_\_\_ June 7, 2022

May 26, 2022

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street, Room 536  
Oakland, CA 94612

**SUBJECT: AUTHORIZE AN AMENDMENT WITH THE ALAMEDA HEALTH SYSTEM FOR LAW ENFORCEMENT SERVICES**

Dear Board Members:

**RECOMMENDATIONS:**

1. Approve a contract amendment between the Alameda County Sheriff's Office and the Alameda Health System (*Principal: James Jackson, CEO; Location: Oakland*) for the Sheriff's Office to provide law enforcement services, extending the contract period of 7/1/19 - 6/30/22 for three years through 6/30/25, and increasing the contract amount from \$11,623,724 to \$23,837,643 (\$12,213,919 increase);
2. Authorize the Sheriff, or his designee, to sign a contract amendment, subject to approval as to form by County Counsel and submit an executed copy to the Clerk of the Board for filing.

**DISCUSSION/SUMMARY:**

The Sheriff's Office has been providing law enforcement services to the Alameda Health System (AHS) since 1992. On July 23, 2019 (Item 47), your board approved a contract (C-2019-83) to provide law enforcement services to AHS through June 30, 2022. This amendment will extend our current contract and allow the Sheriff's Office to continue to provide law enforcement services at the Highland Hospital Campus through June 30, 2025. The Sheriff's Office will continue to dedicate one (1) Sergeant and ten (10) Deputy Sheriffs under the terms of this contract amendment, as well as required discretionary services and supplies, equipment and dispatch services to AHS. AHS will pay the Sheriff's Office the actual cost of providing services pursuant to this agreement.

The agreement has been approved, as to form, by County Counsel and County Risk Management.

Honorable Board of Supervisors  
May 26, 2022  
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**FINANCING:**

No additional appropriation is required. The costs associated with this contract will be fully offset with revenue from the Alameda Health System. There will be no increase in net County cost as a result of your approval.

**VISION 2026 GOAL:**

The agreement between the Sheriff's Office and the Alameda Health System for the Sheriff's Office to provide law enforcement services meets the 10X goal pathway of **Crime Free County** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:  
  
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Gregory J. Ahern  
Sheriff-Coroner

GJA:FYQ:fyq

**FIRST AMENDMENT  
TO  
STANDARD AGREEMENT**

Reference is made to that certain Agreement (“Agreement”), effective July 1<sup>st</sup> 2019 made and entered into by and between the Alameda Health System, a Public Hospital Authority, hereinafter referred to as the “AHS” and Alameda County Sheriff’s Office hereinafter referred to as “SHERIFF.” Said Agreement is hereby amended effective July 1<sup>st</sup> 2022 (“Effective Date”) by:

Whereas, AHS and Contractor have mutually decided to amend their Agreement, based upon the additional requirements of AHS and the Contractor’s agreement to meet these requirements in exchange for the consideration agreed upon, a part of which is the continuation of the underlying Agreement. Now therefore, the following changes are hereby incorporated:


1. Extend the Agreement from July 1, 2019 through June 30, 2022 to July 1, 2019 through June 30, 2025.
2. Exhibit A – Definition of Services is deleted in its entirety and replaced with the attached Amended Exhibit A -Definition of Services.
3. Exhibit F - Health Screening Clearance and Compliance Document Checklist. Exhibit F is hereby added and attached hereto.
4. Contract Value. The contract value is hereby increased by \$12,213,918.64 from \$11,623,724.55 to \$23,837,643.19.

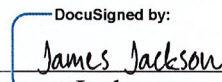
Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as indicated below, to be effective on the Effective Date.

CONTRACTOR

ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY

 *ASSISTANT SHERIFF*  
\_\_\_\_\_

BY   
\_\_\_\_\_

Gregory J. Ahern  
Sheriff-Coroner

James Jackson  
Chief Executive Officer

1401 Lakeside Drive 12th Floor  
\_\_\_\_\_

6/6/2022  
\_\_\_\_\_

Oakland, CA 94612  
\_\_\_\_\_

6/7/2022  
\_\_\_\_\_

Date

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CONTRACTOR

ALAMEDA HEALTH SYSTEM  
A PUBLIC HOSPITAL AUTHORITY

BY \_\_\_\_\_

\_\_\_\_\_  
Gregory J. Ahern  
Sheriff-Coroner

\_\_\_\_\_  
James Jackson  
Chief Executive Officer

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date  
Approved as to Form

DONNA R. ZIEGLER, County Counsel

By \_\_\_\_\_

Print Name

Greg J. Christianson

**AMENDED EXHIBIT A  
DEFINITION OF SERVICES**

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**I. SCOPE OF SERVICES**

Contractor shall provide Supplemental Security/Law Enforcement Services. These Services shall include but are not limited to:

**A. Description of Services Provided by Contractor's**

**Contractor** shall provide, on a 24-hour basis, a dedicated unit to provide supplemental law enforcement services and support for the hospital security department, which is defined as law enforcement protection and services necessary to provide:

1. Protection of employee safety and personal property.
2. Protection of patients' person, safety and personal property.
3. Protection of visitors' person, safety and personal property.
4. Protection of hospital property and facilities.
5. Prevention of crime occurrence.
6. Support for administration of AHS Parking and Smoking Policies.

Services provided by **Contractor** under this Agreement shall comply with all applicable laws and **Contractor** and Alameda County policies, as well as applicable union rules and regulations.

**B. Contractor Duties and Responsibilities**

The primary duty for **Contractor** is to protect AHS staff, patients and visitors from harm. A secondary duty is to protect AHS property. The **Contractor** shall provide, on a 24-hour basis, a dedicated unit to provide hospital security on the Highland Hospital Campus located at 1411 E 31st St. Oakland, CA 94602. The following represents a list of duties and responsibilities to be provided:

1. Respond to security issues concerning patients, families, visitors, personnel and property.

2. Notify the Chief Executive Officer or his/her designee of all security incidents involving patients, visitors, personnel, or property immediately after the threat has been resolved. Notification can be effectuated via electronic mail.
3. Complete an Incident Report that documents the security incident, investigative findings and recommendations for corrective action measures. All reports, when possible, should be completed at the end of each shift; however, if overtime is needed, with the permission of the Sergeant the report can be completed the following day to avoid overtime costs. The assigned Sergeant will submit reports to only one AHS administrator who may distribute to others as they deem necessary.
4. Control access to sensitive areas, as determined by AHS. Conduct security rounds every hour to sensitive areas: Pharmacy, Emergency Department, Intensive Care Unit, Labor and Delivery/Nursery, Pediatric Clinic, and Lab/Morgue.
5. Participate in orientations and educational programs for newly hired Highland Hospital staff. Such programs will be at no cost to **Contractor**.
6. Respond to all alarm systems and other safety/security related codes. These include responding to: Codes Yellow, Pink, Purple, Grey, Silver, Red, Orange, Tan and/or Triage Internal and External; Fire Alarms; Panic Buttons; Security Alarm Systems; other emergency security alarms; etc. Provide assistance to fire personnel as needed.
7. Respond to civil disturbances on Highland Hospital property.
8. Respond to situations involving VIPs or media as needed to protect individuals and property.
9. Conduct an annual security and safety assessment of Highland Hospital property with recommendations for improvements.
10. Provide staff to control human and vehicle traffic in and around the environment of care during disasters.
11. Provide monthly security management reports to Security Administrator. Reports are due the 1st week of every month.
12. Provide safety and security escorts upon request from employees, patients or public to and from their vehicles any time of the day. Provide escort service for employee carrying money or other valuable items.
13. Respond to all incidents of violent behavior by patients, staff, and visitors.
14. Assist staff in controlling violent patients who pose a threat to themselves or others. In the cases where the patient was not admitted under California Welfare and Institutions Code Section 5150 ("5150"), deputies will investigate, and if appropriate, place a 5150 hold on the patient.

15. Assist the hospital administration and public information officer in responding to the community surrounding the hospital when issues of security occur and affect the neighborhood.
16. Provide AHS security rounds a minimum of every four (4) hours to interior and exterior campuses.
17. Issue citations for violations of AHS parking rules.
18. Investigate and develop incident reports for any vehicular accidents on AHS premises.
19. Act as AHS liaison to law enforcement agencies. Responsibilities include providing security escorts and frequent rounds, coordinating activities and service with AHS staff, arranging parking and hospital regulations.
20. Enforce AHS non-smoking policy.
21. Provide first response to suspicious packages and bomb threats. Investigate bomb threats.
22. Collect evidence and provide support for coroner cases.
23. Require all newly assigned deputies under this Agreement to review all hospital policies related to security and sign a statement documenting the process. A file must be maintained within the assigned Sergeant's office that documents relevant trainings and orientation. The files will be audited annually by AHS. This action allows AHS to meet its regulatory obligations, as required by JCAHO, DHS and other relevant regulatory agencies.
24. Comply with the AHS health screening requirements as outlined in Exhibit F, Health Screening Clearance and Compliance Document Checklist, for all deputies assigned to AHS campuses, as required by JCAHO, DHS and other regulatory agencies.
25. Complete Annual Safety Program Training, as required by JCAHO, DHS and other regulatory agencies. If overtime is needed to cover positions in training, AHS will bear the cost. Training topics will include but not limited to
  - Abuse and Neglect
  - Bloodborne Pathogens and Exposure Control
  - Cultural Diversity
  - Decreasing the Risk of Inpatient Suicide
  - Electrical Safety
  - Emergency Management Plans and Codes
  - EMTALA
  - Ethics in Health Care
  - Fire Safety
  - Hand Hygiene
  - Hazard Communication
  - Introduction to Teams and Team Building
  - Isolation Precautions

- Lifting and Protecting the Back
- National Patient Safety Goals
- Patient and Employee Confidentiality
- Tuberculosis
- Workplace Harassment
- AHS Code of Conduct
- AHS General Compliance
- AHS HIPAA Compliance
- AHS MRI Safety
- AHS Orientation Handbook Review
- Preventing Harassment and Discrimination
- Workplace Violence Prevention

26. Participate in monthly meetings as scheduled by AHS administrators. AHS security officers may be present at each meeting but must take directions from AHS security administrators and not ACSO personnel.

27. Provide backup service to deputies staffing the 8th Floor Jail unit and additional support when dignitaries receive service at AHS.

## **II. SCHEDULE OF SERVICES**

Days and hours of services shall be scheduled by the AHS Chief Operations Officer or designee.

## **III. REPORTING RELATIONSHIP / MONITORING RESPONSIBILITY**

Contractor shall report to the AHS' Chief Operations Officer, or designee. The AHS' Associate Vice President of Support Services or designee will monitor this Agreement and all work performed by Contractor.



## EXHIBIT F

### HEALTH SCREENING CLEARANCE AND COMPLIANCE DOCUMENT CHECKLIST

The Health Screening Clearance and Compliance Document Checklist is required under this Agreement. Contractor shall certify that its employees, personnel, and/or agents providing services under this Agreement comply with the requirements and standards set forth in this Exhibit F. Contractor shall maintain complete and accurate records as required by Exhibit F and shall ensure continued compliance for the duration of this Agreement. Upon request by AHS, Contractor shall promptly make such records available for inspection.

These requirements and standards must be completed 5 business days **prior** to providing any on-site services at AHS. The tests results must be dated within 90 days from the date the Contractor's staff member begins providing services.

Screening	Requirement Definition / Guideline
Mumps	Proof of (2) vaccines signed or a positive titer (titer results cannot be handwritten).
Rubella (German Measles)	Proof of (1) vaccines signed or a positive titer (titer results cannot be handwritten).
Rubeola (Measles)	Proof of (2) vaccines signed or a positive titer (titer results cannot be handwritten).
Varicella	Proof of (2) vaccines signed or a positive titer (titer results cannot be handwritten).
Hepatitis B Vaccine	Proof of vaccine (series of 3 vaccinations), positive titer or signed declination.
Physical	ANNUAL. Physical.
Tdap	Proof of Adult Tetanus – Diphtheria, Adacel Pertussis (Tdap), or signed declination.
10 Panel Drug Screen	Within 90 days of start date. Using 20/20 Background Screening Only.
Color Blind Test	Ishihara test results or Prophecy color vision exam (either of these tests is acceptable).
Coronavirus (Covid-19)	Proof of vaccine (series of 2 vaccinations for Pfizer and Moderna, 1 vaccine for Johnson & Johnson) or proof of medical/religious exemption. Those that decline the Coronavirus vaccine are required to wear a surgical mask or higher-level respirator (such as N95) and are required to submit negative Covid-19 PCR or antigen tests (2) times per week to AHS. Negative tests must be submitted to AHS within 48 hours of the test date.
Tuberculosis	ANNUAL. A two-step Tuberculin skin test (TST) is required prior to any service with AHS. Documentation of TB skin test administered within the last 12 months will be considered as step 1. Proof of a negative TB skin test within the past 3 months will be considered as step 2. In order to expedite your TB clearance, it is

Screening	Requirement Definition / Guideline
	<p>highly recommended that you obtain a two-step TB skin test or TB blood test from your healthcare provider. The two test requirements conform to AHS's Employee Health, Infection Control and CDC requirements. QuantiFeron TB Gold test, and or T-Spot Blood test will be accepted in lieu of TST.</p> <p>If you have a history of a positive TB skin test or blood test, documentation of a positive TST or blood test is required. Documentation of a chest x-ray (CXR) within the last 3 months and completion of a TB symptom review is required. BCG vaccine does not preclude the need for TB skin testing or CXR. After one baseline of a negative CXR, annual symptom review is sufficient.</p>
Seasonal Influenza Vaccine	ANNUAL. Proof of flu vaccine or proof of medical exemption. Those that are exempt from the flu vaccine are required to wear a light surgical mask during flu season. If a vaccine is obtained on or after November 1 <sup>st</sup> , Contractors must wear a light surgical mask for 14 days following the date of vaccination. Flu season is between November 1 <sup>st</sup> and March 31 <sup>st</sup> .
Background Check	WITHIN 90 DAYS OF START DATE. Using 20/20 Background Screening Only. Social Security Verification, Health and Human Services (HHS)/ Office of Inspector General (OIG)/ Excluded Parties List System (EPLS), Violent Sex Offender and Predator List, 7-year Criminal Background Check for All States/Counties.
N95 Respirator Fit Test (if required)	ANNUAL.

Licenses and certification requirements vary by position. If required for the position, license or certification verification is required as outlined below. If a licensure/certification expires during the assignment, Contractor is required to reverify licensure/certification prior to expiration date and maintain records of both initial verification and reverification.

License and Certifications	Requirement Definition / Guideline
License Verification	Primary Source Verification within 15 days of start date and prior to expiration date for duration of assignment with AHS.
Driver's License or Passport	IN COLOR
License / Cert. Number	Copy of Certification / License
Basic Life Support (BLS)	Only American Heart Association cert. will be accepted – Clear Copy.

Other certifications may be required by individual departments and will be provided to the Contractor.

**Contractor** understands and agrees that fees and costs for these requirements are the sole responsibility of the **Contractor**. **Contractor must maintain a copy of each of its staff member's records, pertaining to this Exhibit F, who are assigned to work at AHS in the event of an audit performed by the Joint Commission, CMS, or any other agency who has jurisdiction over the services provided under this Agreement.**