



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 4/10/2012

Report Type: Consent

Title: Agreement: 2012 Kaiser Foundation Hospital, Neighborhood Policing Program

Report ID: 2012-00312

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or his designee, to: 1) enter into a one-year agreement with Kaiser Foundation Hospital, d/b/a Kaiser Permanente South Sacramento Hospital for the provision of neighborhood police services from January 1, 2012 to December 31, 2012, for a total not to exceed amount of \$208,080; 2) establish a project for the agreement (#E11004712); 3) establish the project (#E11004712) revenue and expenditure budgets up to \$208,080; 4) maintain two (2.00) currently existing police officer FTE positions unless funding is reduced or the agreement is terminated; and 5) adjust revenue and expense budgets based on actual services rendered to the Kaiser Foundation Hospital, d/b/a Kaiser Permanente South Sacramento Hospital on an annual basis.

Contact: Katherine Lester, A/Captain, Contract Services, (916) 808-0800, Police Department

Presenter: None

Department: Police

Division: Operations Administration

Dept ID: 11001111

Attachments:

- 1-Description/Analysis
- 2- Background
- 3- Resolution
- 4- Exhibit A-Agreement with Kaiser Foundation Hospital

City Attorney Review

Approved as to Form
Steve Itagaki
4/2/2012 11:16:48 AM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
3/20/2012 11:41:06 AM

Approvals/Acknowledgements

Department Director or Designee: Rick Braziel - 3/30/2012 2:23:45 PM

Eileen Teichert, City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: The Sacramento Police Department is requesting City Council approval to enter into a new agreement with the Kaiser Foundation Hospital, d/b/a Kaiser Permanente South Sacramento Hospital, (KFH), to continue the provision of neighborhood policing services on the hospital campus and in the surrounding areas. KFH has been in agreement with the Sacramento Police Department to provide neighborhood policing services in the area encompassed by Bruceville Road to the east and west sides of Valley Hi Drive and Wyndham Drive, the Orangewood East and West Apartments since 1997. This agreement funds 2.0 Police Officer Full Time Equivalent (FTE) positions. Staff recommends extending this agreement through December 31, 2012, for a total agreement amount not to exceed \$208,080.

Policy Considerations: The acceptance of grant funding for neighborhood policing services is consistent with the action taken by City Council on October 5, 2010 concerning the acceptance of funding (Resolution #2010-577) and with the City's ongoing commitment to providing a safe environment to live and work. In addition, City Council Resolution #2011-391 requires City Council approval to accept grant funding, establish a grant project, and appropriate funding when the grant award is in excess of \$100,000.

Environmental Considerations:

California Environmental Quality Act (CEQA): This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to section 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

Sustainability Considerations: There are no sustainability considerations associated with this report.

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: This grant for neighborhood policing services will enhance the Police Department's ability to provide effective public safety and security by physically assigning police officers to provide law enforcement services with an emphasis on community policing and problem solving. In doing so, the police officers will be able to identify, assess, and respond to crime and nuisance issues impacting the campus and immediate area. These officers will be able to provide a direct connection between the hospital and immediate area and the full capabilities of the Police Department's specialty units in responding to and investigating crimes that occur.

Financial Considerations: The salary and benefits associated with two existing (2) police officer FTE positions previously approved by City Council on March 10, 2011 (Resolution #2011-462) will be fully funded by Kaiser Foundation Hospital, d/b/a Kaiser Permanente South Sacramento Hospital from January 1, 2012 through December 31, 2012. If funding is eliminated, these positions will be inactivated. This agreement will not impact the Sacramento Police Department's General Fund Operating Budget.

Emerging Small Business Development (ESBD): Not applicable.

Background

The Sacramento Police Department (SPD) has been in agreement with Kaiser Foundation Hospital (KFH) since 1997 (Agreement #97-002) to promote and enhance Community Oriented Policing programs in the area of Valley Hi Drive and Wyndham Drive, and the Orangewood East and West Apartments.

The primary duties of the assigned police officers include the following:

- Provide problem oriented police services to KFH and the immediate area.
- Provide community policing services to KFH and the immediate area.
- Address police-related KFH issues using the problem solving philosophy.
- Provide ongoing Crime Prevention Through Environmental Design (CPTED) reviews.
- Provide law enforcement safety associated training to staff as appropriate.
- Provide quarterly reviews to management.
- Provide investigative follow-up.
- Provide direction in the event of an emergency to other on-site security personnel.

Kaiser Foundation Hospital is located in an area surrounded by residences and several businesses. Significant benefits are to be gained from having police officers assigned to a neighborhood policing program in this area. The relationships developed between officers and staff, in addition to enhanced familiarity of the area and its issues allows the officers to provide more comprehensive police services. As public safety issues evolve, officers are well-positioned with their experience of the involved parties and area-specific issues to effectively solve problems. Furthermore, CPTED reviews provide ongoing comprehensive public safety planning which is critical to ever-changing environments such as the high-traffic Emergency Department and Level One Trauma Center- the only Trauma Center located in South Sacramento.

RESOLUTION NO.

Adopted by the Sacramento City Council

Agreement: 2012 Kaiser Foundation Hospital, d/b/a Kaiser Permanente South Sacramento Hospital, Neighborhood Policing Program

BACKGROUND

- A. The Sacramento Police Department (SPD) has been in agreement with Kaiser Foundation Hospital (KFH) since 1997 (Agreement #97-002) to promote and enhance Community Oriented Policing programs in the area of Valley Hi Drive and Wyndham Drive, and the Orangewood East and West Apartments. The agreement provides funding for 2.0 Police Officer Full Time Equivalent (FTE) positions.
- B. Police officers assigned to this detail provide neighborhood policing services that include responding to disturbances and emergency calls, addressing crime and nuisance issues using the problem solving philosophy, pertinent safety training, ongoing Crime Prevention Through Environmental Design (CPTED) reviews, and timely investigative follow-up.
- C. The current agreement (Agreement #2011-0462), the Twelfth Amendment to Neighborhood Policing Grant, with KFH expired on December 31, 2011. The agreement was rewritten to reflect updated contractual and legal obligations. KFH has requested to enter into a new agreement, to continue police services for one-year period, beginning January 1, 2012 and ending December 31, 2012.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager, or the City Manager's designee, is authorized to execute a one-year agreement with KFH to continue the provision of neighborhood police services from January 1, 2012 through December 31, 2012, for a total not to exceed amount of \$208,080.
- Section 2. The City Manager, or the City Manager's designee, is authorized to establish a project (#E11004712) for KFH neighborhood police services.
- Section 3. The City Manager, or the City Manager's designee, is authorized to increase the necessary project (#E11004712) revenue and expense budgets up to \$208,080 to implement the agreement with KFH.
- Section 4. The City Manager, or the City Manager's designee, is authorized to maintain two (2.00) currently existing police officer FTE positions. These

two (2.00) police officer FTE positions will be inactivated if funding is reduced or the agreement is terminated.

Section 5. The City Manager, or the City Manager's designee, is authorized to adjust revenue and expense budgets based on actual services rendered to KFH on an annual basis.



March 8, 2012

Sacramento Police Department
Attn: Chief Rick Braziel
5770 Freeport Blvd, Suite 100
Sacramento, CA 95822

Re: Grant Award Letter

Dear Chief Braziel:

Kaiser Foundation Hospital, d/b/a Kaiser Permanente South Sacramento Hospital, (“KFH”) is pleased to advise you that it has approved a grant in an amount not to exceed \$208,080, as set forth below, for the Sacramento Police Department (“Grantee”), in support of its Neighborhood Policing Program (the “Grant”). The term of the Grant shall be from January 1, 2012, to December 31, 2012.

In accepting these funds, Grantee agrees to all of the terms and conditions described in the attached General Grant Terms Agreement. To indicate your agreement, please sign this Grant Award Letter and the attached General Grant Terms Agreement and return them to Patricia Rodriguez in person or by mail at 6600 Bruceville Road Sacramento, CA 95823.

Grant Funding.

Grantee shall use the Grant funding to pay for two full time sworn police officers as part of a one-year Neighborhood Policing Program (“Program”) within Bruceville Road, east and west sides of Valley Hi Drive and Wyndham Drive, which includes KFH, retail merchants on Wyndham Drive, and the Orangewood East and West Apartments. Grant funding will not exceed \$208,080 during the one-year period from January 1, 2012 through December 31, 2012, based on the following schedule:

January 1, 2012 – March 31, 2012:	\$52,020
April 1, 2012 – June 30, 2012:	\$52,020
July 1, 2012 – September 30, 2012:	\$52,020
October 1, 2012 – December 31, 2012:	\$52,020
Total:	\$208,080

Program Goals.

The goal of the Program is to implement and continue the efforts of an existing comprehensive neighborhood policing program within the area encompassed by Bruceville Road, east and west sides of Valley Hi Drive and Wyndham Drive, which includes Kaiser Foundation KFH, retail

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merchants on Wyndham Drive, and the Orangewood East and West Apartments, and patrol with an Grantee vehicle within that defined area at least ten (10) hours per day, seven (7) days per week.

Program Objectives.

- A. Using a Community Oriented Policing philosophy, Grantee will implement and coordinate a neighborhood police officer program for the area encompassed by Bruceville Road, east and west sides of Valley Hi Drive and Wyndham Drive, which includes Kaiser Foundation KFH, retail merchants on Wyndham Drive, and the Orangewood East and West Apartments. The officers will use Problem Oriented Policing tactics combined with community mobilization to address issues in this area.
- B. Grantee will provide training seminars to enhance personal safety and awareness.
- C. Grantee will assist KFH security staff in providing police services for the KFH campus and immediate area.
- D. Grantee will develop and maintain working relationships with the KFH staff, local merchants, and schools to assist in developing a local business watch program in concert with the community policing effort.

Reports and Billings.

The Grantee will provide monthly activity reports and will submit quarterly invoices to KFH in care of the Matthew Fuller at the following address:

Kaiser Permanente Medical Center
6600 Bruceville Road
Sacramento, CA 95823

We are happy to assist your organization with this contribution. If at any time you have questions or concerns, please do not hesitate to contact me at 916-688-6821

Very truly yours,

ACCEPTED AND AGREED:

GRANTEE: SACRAMENTO POLICE DEPARTMENT

BY: _____

Chief Rick Braziel
Chief of Police, Sacramento

DATE: _____

Northern California Region General Grant Terms Agreement

In addition to the specific terms of the Grant Award Letter, Kaiser Foundation Hospital's award of this Grant, managed by the Kaiser Permanente South Sacramento Hospital ("KFH"), is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10), or (19) or 501(k) or 509 (a) (1) (2) or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that: (a) Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; (b) there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantee's tax-exempt status under the Code; and (c) Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code.

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee shall keep a record of all receipts and expenditures relating to this Grant and provide KFH with monthly written activity reports. KFH may also require additional interim reports. In addition, Grantee shall provide KFH with quarterly written reports that include a detailed accounting of the uses or expenditures of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial

statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its/their tax-exempt status; (2) its/their inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in any evaluation by KFH of Grantee's program under this Grant award. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Grantee shall obtain KFH's prior written consent of the text of any proposed publicity concerning this Grant prior to the release of such publicity. KFH may include information regarding this Grant, including the amount and purpose of the Grant, any photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organizations and activities, in KFH's periodic public reports, newsletters, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Program

At all times when performing services under the Program, the Grantee uniformed officers (“Officers”) shall be subject to and required to comply with the rules and regulations of the City of Sacramento Police Department. Notwithstanding the foregoing, Officers performing the Program at the KFH are expected to remain on the KFH campus except in the event of an emergency, must comply with CMS guidelines on the use of weapons and/or restraints, and must comply with the Use of Force Policy set forth in **Exhibit A**.

11. Supplies and Equipment; Employees

Grantee shall provide, at its own expense, all equipment, supplies and materials necessary to perform the Program, and KFH shall provide no supplies and equipment. All Officers used to perform the Program shall be employees of Grantee. Grantee shall determine the wages, working hours, and other working conditions for such Officers, and shall monitor and control the quality of their work performance.

12. Drug and Health Screening

Grantee shall provide documentation to KFH to show that all Officers performing the Program for KFH shall have received all screenings specified in this paragraph, which screenings shall be provided at the sole expense of Grantee: (a) PPD results (to be completed annually). In the event PPD is positive, a chest x-ray or evidence of symptom review by a health care professional; (b) hepatitis B vaccines, or titer, or statement of refusal; and (c) annual influenza participation (proof of vaccination or signed declination).

13. Background Investigation/Compliance with Immigration Law

Upon KFH’s request, Grantee shall provide documentation that Grantee has performed a background investigation of the Officers to verify the Officers’ suitability to perform the Program and the ability of the Officers to be employed in the United States.

14. OIG List of Excluded Providers

Grantee shall provide documentation to verify that Grantee and the Officers are not listed on the General Services Administration’s List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://www.hhs.gov/oig>).

15. OSHA Compliance

KFH, in cooperation with Grantee, shall provide to Officers, in the manner set forth in **Exhibit B** attached hereto, basic information regarding the Occupational Exposure to Bloodborne Pathogens regulations (“***OSHA Regulations***”) issued by the Department of Labor (29 C.F.R.

1910.1030) prior to any Officer beginning service with KFH and shall instruct Officers to refuse to participate in situations where they are placed in unwarranted danger of exposure due to failure of KFH to follow Universal Precautions. KFH shall provide to Grantee records evidencing training on the OSHA Regulations, and Grantee agrees to maintain such records.

16. Access

KFH shall provide Grantee with access to the KFH facilities as needed for performance of the Program under this Agreement.

17. Facilities

KFH shall retain professional and administrative responsibility for the operation of its facilities, as and to the extent required by Title 22, California Code of Regulations, Section 70713. KFH's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Grantee under this Agreement.

18. Orientation

Hospital shall orient Officers to the physical plant of Hospital and all emergency codes within the Hospital.

19. Termination

This Agreement shall commence on January 1, 2012 and shall remain in force until December 31, 2012, unless earlier terminated as provided herein. This Agreement may be renewed upon mutual written agreement of the parties. Should this Agreement be terminated before the end of its term, any prepaid Grand funds not spent by SPD/Grantee will be returned to the hospital.

- (a) **Without Cause.** This Agreement may be terminated without cause, with at least thirty (30) days' advance written notice from one party to the other.
- (b) **Termination for Breach.** Either party may terminate this Agreement in the event of the other party's breach of a material provision, covenant or condition of this Agreement and subsequent failure to cure said breach within ten (10) calendar days after written notice by the non-defaulting party of said breach.
- (c) **Termination on the Advice of Counsel.** In the event legal counsel for either party advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement may violate any existing or future law, regulation, or accrediting agency standard, or compromise KFH's status as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code, the parties in good faith will undertake to revise this Agreement to comply with such law, accrediting agency standard, or Internal Revenue Code requirement. In the

event the parties are unable to agree upon the revised terms in a timely manner, this Agreement will terminate immediately upon written notice by one party to the other.

- (d) Patient Safety. KFH may, in its sole discretion, immediately terminate or suspend this Agreement at any time if, in its sole discretion, the provision of Program under this Agreement by Grantee threatens the health or safety of KFH's patients.

20. Prohibition Against Discrimination

Neither KFH nor Grantee shall discriminate against any person because of race, color, creed, age, national origin, sex, marital status, veteran's status or any other protected status as provided by law. In addition neither KFH nor Grantee shall discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990.

21. Compliance with Laws/HIPAA

Grantee and KFH shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and accrediting agency standards, including all applicable laws relating to patient confidentiality. Grantee acknowledges that KFH will only disclose to the Officers patient individually identifiable health information that is the minimum necessary for law enforcement purposes as set forth in 45 C.F.R. §164.512(f) of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). All Officers shall undergo appropriate confidentiality training prior to performing the Program under this Agreement.

22. Independent Contactors

With respect to administration of this Grant, KFH on the one hand and Grantee on the other hand understand and agree that KFH and Grantee are at all times acting and performing as independent contractors with respect to the other. Except as expressly set forth in this Agreement, neither KFH nor Grantee, nor any of its/their employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

23. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform their duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity

and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

24. Insurance

KFH and GRANTEE both agree to maintain appropriate insurance coverage throughout this Agreement.

25. Notice

Any notices required or permitted to be given hereunder, by one party to the other, may be given by personal delivery in writing, or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's addresses appearing below in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

If to Grantee: Sacramento Police Department
Attn: Chief of Police
5770 Freeport Boulevard
Sacramento, CA 95822

If to KFH: Matthew Fuller
6600 Bruceville Road
Sacramento, CA 95823

26. Governing Law

The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

27. Severability

The provisions of the Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

28. Captions

Any captions to or headings of the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of the Agreement, and shall not be used for the determination of the validity or interpretation of this Agreement or any provision hereof.

29. Waiver

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

30. No Third-Party Benefit

Unless otherwise set forth in this Agreement, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

31. Entire Agreement/Modification

This Agreement and the recitals and exhibits hereto contain a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the parties hereto.

32. Access to Records

For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, and any written regulations thereto, Grantee shall comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

- (a) Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, Grantee shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder, and
- (b) If Grantee carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing

of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

33. Counterparts

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

34. Indemnity

- (a) Grantee shall defend, indemnify and hold harmless KFH, its officers, directors, agents, and employees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Grantee, its officers, directors, agents, or employees.
- (b) KFH shall defend, indemnify, and hold harmless Grantee its officers, directors, agents, and employees from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of KFH, its officers, directors, agents and employees.
- (c) It is the intention of KFH and Grantee that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents and employees. It is also the intention of KFH and Grantee that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents and employees.
- (d) The provisions of this indemnity shall survive termination or expiration of the Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the date first written above.

CITY OF SACRAMENTO

KAISER FOUNDATION HOSPITAL

By: _____
John Shirey
City Manager

By: _____
Patricia Rodriguez
Area manager/ Senior VP

APPROVED AS TO FORM

ATTEST

By: _____
Dave Womack
Senior Deputy City Attorney
City of Sacramento

Shirley Concolino
City Clerk

EXHIBIT A

USE OF FORCE POLICY

SUBJECT: Use of Force at KFH

DEPARTMENTS: KP Security and Law Enforcement Personnel

PURPOSE: USE OF FORCE BY LAW ENFORCEMENT PERSONNEL

This policy recognizes that the use of force by law enforcement personnel requires constant evaluation. Even at its lowest level, the use of force is a serious responsibility. The purpose of this policy is to provide contracted law enforcement personnel with KFH guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, KFH expects that each officer to follow their individual agency policy as well as these guidelines to make such decisions in a professional, impartial and safe manner.

The use of force by law enforcement personnel is a matter of critical concern to the public, KFH, and to the law enforcement community. Officers, by the virtue of their work, are involved in numerous and varied human encounters on a daily basis and, when warranted, may use force in carrying out their duties.

Officers must have an understanding of, and a true appreciation for, the limitations of their authority. This is especially true with respect to officers overcoming resistance while engaged in the performance of their duties at KFH.

KFH recognizes and respects the value of human life and dignity without prejudice to anyone. It is also understood that vesting officers with the authority to use reasonable force and protect the public welfare requires a careful balancing of human interests.

It is the policy of KFH that officers will use only that amount of force that reasonably appears necessary, given the facts and circumstances perceived by the officer at the time of the event, to effectively bring an incident under control. "Reasonableness" of the force used must be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any interpretation of "reasonableness" must allow for the fact that police officers are often forced to make split-second decisions, in circumstances that are tense, uncertain, and rapidly evolving, about the amount of force that is necessary in a particular situation.

PROCEDURE:

I. Factors Used to Determine the Reasonableness of Force

- A. When determining whether or not to apply any level of force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration. These factors include, but are not limited to:
1. The conduct of the individual being confronted (as reasonably perceived by the officer at the time).
 2. Officer/subject factors (age, size, relative strength, skill level, injury/exhaustion and number of officers vs. subjects).
 3. Influence of drugs/alcohol (mental capacity).
 4. Proximity of weapons.
 5. Availability of other options (what resources are reasonably available to the officer under the circumstances).
 6. Seriousness of the suspected offense or reason for contact with the individual.
 7. Training and experience of the officer(s).
 8. Potential for injury to citizens, KFH employees, officers and suspects.
 9. Risk of escape.
 10. Other exigent circumstances.
- B. It is recognized that officers are expected to make split-second decisions and that the amount of an officer's time available to evaluate and respond to changing circumstances may impact their decision.
- C. While various degrees of force exist, each officer is expected to use only that degree of force reasonable under the circumstances to successfully accomplish the legitimate law enforcement purpose in accordance with this policy and their individual agency policy.

II. Non-Lethal Force Applications

- A. Any application of force that is not reasonably anticipated to result in death will be considered non-lethal force. Each officer is trained by their agency and provided with equipment and skills to assist in the apprehension and control of suspects as well as the protection of officers and the public. Non-lethal force applications may include, but are not limited to, electronic devices (conducted energy device), body and leg restraints, and other less lethal control devices.
- B. Given that no policy can realistically predict every possible situation an officer might encounter in the field or at this hospital, it is recognized that each officer is entrusted with well-reasoned discretion in determining the appropriate use of force in each incident. While the ultimate objective of every law enforcement encounter is to minimize injury to everyone involved, nothing in this policy requires an officer to actually sustain physical injury before applying reasonable force.
- C. Officers are not required to retreat from those individuals resisting their legitimate authority to control or resolve the incident.

III. Lethal Force Applications

- A. Lethal force is defined as any degree of force likely to produce great bodily injury or death, and does not necessarily involve the use of a firearm.
- B. Great bodily injury is defined as any bodily injury that is significant or substantial, not insignificant, trivial or moderate.
- C. Use of Lethal force is justified in the following circumstances:
 - 1) An officer may use lethal force to protect him or herself or others from what they reasonably believe would be an immediate threat of death or great bodily injury.
 - 2) An officer may use lethal force to affect the arrest or prevent the escape of a suspected felon where the officer has probable cause to believe that the suspect poses an imminent threat of death or great bodily injury to the officer or others (KFH employees, visitors, general public). Under such circumstances, a verbal warning should precede the use of lethal force, where feasible.

IV. Announcement for the Use of Force

- A. When it is reasonable to do so, at least one announcement indicating the application of lethal force and/or non-lethal force should be given.

V. Warning Shots

- A. Warning shots are prohibited.

VI. Moving Vehicles

- A. Shots fired at or from a moving vehicle are discouraged. This is not intended to restrict an officer's right to use lethal force directed at the operator of a vehicle when it is reasonably perceived that the vehicle is being used as a weapon against the officers or others.

VII. Authorized Weapons/Tools

- A. Only those weapons approved by the contract police agency may be used (refer to agency specific order). Each officer will have training and certification in the use of less lethal weapons before carrying or using them.

VIII. Reporting Use of Force

- A. Any use of force by a member of the contract police agency will be documented promptly, completely, and accurately in an appropriate report required by their respective agency as well as the KFH Incident Report System. The use of a particular weapon(s) may require the completion of additional report forms as specified in agency specific policies and/or law.

- B. A written report is submitted whenever an officer:
 - 1. Discharges a firearm in the performance of their official duties;
 - 2. Takes an action that results in, or is alleged to have resulted in, injury or death of another person;
 - 3. Applies force through the use of lethal or less lethal applications.
 - 4. Applies weaponless physical force upon another to the extent it is likely to cause or lead to unforeseen injury, claim of injury, or allegations of excessive force.

IX. Incident Notification

- A. Notification will be made to the KFH Security Manager and appropriate law enforcement agency administrators as soon as practical following the application of physical force, under any of the following circumstances:
- 1) Where the application of force appears to have caused physical injury.
 - 2) The individual has expressed a complaint of pain.
 - 3) Any application of a less than lethal control device (pepper spray, conducted energy device, etc.)
 - 4) Where the individual has been rendered unconscious.

X. Medical Attention

- A. Medical attention will be obtained for any person(s) who has sustained visible injury, expressed a complaint of pain, has been rendered unconscious or whenever the officer believes that the person should receive medical care.

EXHIBIT B
OCCUPATIONAL EXPOSURE TO
BLOODBORNE PATHOGENS REGULATIONS

The Department of Labor has published its final rule #29 CFR Part 1910.1030, Occupational Exposure to Bloodborne Pathogen (OSHA Regulations). Whereas KFH and Grantee wish to insure compliance with this rule for all healthcare personnel; and whereas both Grantee and KFH recognize that compliance will require the joint effort of the KFH and Grantee, then KFH and Grantee agree as follows:

1. KFH shall provide Officers with information and training that includes but is not limited to the following:
 - (a) An explanation of the regulatory text of the standard and a copy of the regulatory text.
 - (b) A general explanation of the epidemiology and symptoms of bloodborne diseases.
 - (c) An explanation of how bloodborne diseases are transmitted.
 - (d) An explanation of its Exposure Control Plan and how the Officer can obtain a copy.
 - (e) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood or other potentially infectious material.
 - (f) An explanation of work practices, engineering controls, safety devices and personal protective equipment (e.g. gloves, gowns, masks, eye protection) that will prevent or reduce contact with bloodborne diseases.
 - (g) Information on the types and proper use of personal protective equipment as well as proper ways to remove, handle, clean and dispose of protective equipment.
 - (h) An explanation of the basis for selecting personal protective equipment.
 - (i) Information on the Hepatitis B vaccine including its effectiveness, safety, method of administration, and benefits of being vaccinated.
 - (j) An explanation that the Hepatitis B vaccine is offered free of charge to the Officer and that a declination must be signed by the Officer if the vaccine is refused.
 - (k) Information on what to do and who to call (both at the KFH and at Grantee) in an emergency involving blood or potentially infectious materials will be reviewed.
 - (l) An explanation of the procedure to follow if an exposure incident occurs, how the incident should be reported and the medical care that should be given, and the procedure for recording the incident or the Sharps Injury Log.
 - (m) Information will be provided on the post exposure information and follow up that will be provided at the workplace following an exposure incident.
 - (n) An explanation of the signs, labels and color-coding used to identify biohazardous material will be reviewed.

- (o) Information on how to contact Grantee to submit Worker's Compensation insurance claims.
- 2. KFH shall provide Officer training records to Grantee, and Grantee in turn agrees to maintain such records.

KFH AGREES FURTHER TO:

- 1. Comply with the provisions of the OSHA regulations regarding blood borne pathogens.
- 2. Provide orientation that includes informing Officers of any specific information about the facility's Exposure Control Plan, work practices, and procedures to follow should an exposure incident occur while working.
- 3. Inform professionals as to where personal protective equipment used to protect against blood borne pathogens is located and provide such equipment free of charge to the Officers.
- 4. Provide an opportunity for the Officers to ask questions about the facility's blood borne pathogen Exposure Control Plan, work practices, engineering controls, safety devices, personal protective equipment, and emergency procedures for reporting exposure incidents.
- 5. Provide each Officer, who consents to receive it, the Hepatitis B vaccination series, with the appropriate dose of the vaccine, according to the written authorization provided by Grantee. KFH agrees to administer the doses at cost and bill Grantee for the amount due. KFH agrees to complete the required documentation, to include: date vaccinated; vaccine lot number; expiration date of vaccine; and name and signature of the individual administering the dose. Documentation will be forwarded to Grantee immediately upon completion.
- 6. Should an exposure incident occur, KFH will:
 - (a) Evaluate an exposure incident and provide post exposure care for an incident occurring in the workplace and immediately forward an incident report and invoice for treatment to the Grantee insurance department.
 - (b) If the Officer consents, take a blood sample from the Officer and test for HIV, HBV and HCV, or preserve sample for ninety (90) days if the professional does not consent to the test.
 - (c) If permitted, test the source individual's blood for HIV, HBV and HCV and communicate test results to the Officer along with written follow-up recommendations.
 - (d) Maintain confidential medical records related to the exposure incident with the Officer performing the post-exposure testing and follow-up.