Title: Agreement: Mercy General Hospital Police Security Services

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager’s designee, to: 1) enter into an Agreement with Mercy General Hospital of Sacramento in an amount not to exceed $302,568 for one year beginning January 1, 2017 through December 31, 2017; and 2) maintain the two Full Time Equivalent (FTE) Police Officer positions for the purpose of performing the City’s obligation under the Agreement.

Location: Citywide

Contact: Justin Risley, Acting Police Captain, Contract Services, (916) 808-6140, Police Department

Presenter: None

Department: Police

Attachments:
1-Description/Analysis
2-Resolution
3-Agreement
Description/Analysis

Issue Detail: Mercy General Hospital of Sacramento (Hospital), located in east Sacramento, wishes to enter into an agreement with the Sacramento Police Department (SPD) to provide security services within the Hospital and the surrounding area for a one-year period, starting January 1, 2017, and terminating December 31, 2017, for a total not-to-exceed amount of $302,568. This Agreement would provide identical services currently provided at the Hospital pursuant to Agreement Number 2014-0148 that is set to expire on December 31, 2016. In addition, this agreement will maintain funding for two Full Time Equivalent (FTE) Police Officer positions previously authorized by City Council (Resolution 2010-557).

Policy Considerations: Pursuant to Sacramento City Code 3.04.020, City Council approval is required to enter into an agreement involving income of $100,000 or more.

Economic Impacts: None

Environmental Considerations: None

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 Sections 15378 and 15061(b)(3) of the CEQA guidelines.

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: Since October 11, 2011 the SPD has entered into agreements to provide public safety services for Mercy. Most recently, the City Council approved R2010-557, R2011-556, R2011-675, and R2014-0037 to continue public safety services for Mercy. This Agreement will enhance the SPD’s ability to provide effective public safety and security by physically assigning officers to provide law enforcement services within the Hospital and in the surrounding areas. The officers funded by this Agreement will provide a direct connection between the Hospital and immediate area and will assist in coordinating the response of specialty units in responding to and investigating crimes.

Financial Considerations: The expenses associated with the salary and benefit costs of the two FTE Police Officer positions will continue to be reimbursed by the Hospital to the City. Should the agreement be terminated, the positions will be eliminated. There is no adverse impact on the SPD’s operating budget.

Local Business Enterprise (LBE): Not applicable.
RESOLUTION NO.

Adopted by the Sacramento City Council

[DATE]

AGREEMENT: MERCY GENERAL HOSPITAL OF SACRAMENTO POLICE SECURITY SERVICES

BACKGROUND

A. The Sacramento Police Department (SPD) has provided contract public safety services to Mercy Hospital (Hospital) since 2011 (Resolution # 2010-557). Most recently, the City Council has approved R2011-556, R2011-675, and R2014-0037 to continue public safety services for Mercy.

B. Agreement 2014-0037 with Mercy Foundation Hospital to provide Police Officer security services expires on December 31, 2016.

C. The SPD and the Hospital have negotiated a new agreement to provide safety and security services within the hospital and for the purpose of implementing and continuing the efforts of an existing comprehensive neighborhood policing program within the area surrounding the hospital.

D. The Hospital will fund two Full Time Equivalent (FTE) sworn Police Officers for a two-year period beginning January 1, 2017 and ending December 31, 2017, in an amount not to exceed $302,568.

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 enter into an agreement with Mercy General Hospital of Sacramento to provide police security services in an amount not to exceed $302,568 through December 31, 2017.

Section 2. The City Manager, or the City Manager’s designee, is authorized to maintain two Full-Time Equivalent (FTE) Police Officer positions for the purpose of executing the City’s obligation under the agreement through December 31, 2017.
NEIGHBORHOOD POLICING
GRANT AWARD AGREEMENT

Dignity Health, a California nonprofit public benefit corporation d/b/a Mercy General Hospital ("Hospital") is pleased to announce the grant award of $302,568 ("Grant") to the Sacramento Police Department ("SPD") for the purpose of implementing a neighborhood policing program within the area encompassed by 38th Street to 42nd Street, and H Street to J Street. Grant funding will be used to fund two (2) Police Officers for a one year period beginning January 1, 2017 and ending December 31, 2017. Hospital and SPD agree that this Grant will be subject to the following terms and conditions (the "Agreement").

The Goal of the Program:

The goal of the program is to develop a neighborhood policing program within the area encompassed by 38th Street to 42nd Street, and H Street to J Street, with the intent to patrol within that defined area, including the Hospital campus and Hospital Emergency Department, approximately 10 hours per day as stated below in section 1.3, seven (7) days per week.

Objectives of the Program:

A. Using a Community Oriented Policing philosophy, SPD will coordinate and develop a neighborhood police officer program for the area encompassed by 38th Street to 42nd Street, and H Street to J Street. The officers will use Problem Oriented Policing tactics combined with community mobilization to address issues in this area.

B. SPD, upon request, will provide training seminars to enhance personal safety and awareness.

C. SPD will assist security staff in providing police services for the Hospital campus and immediate area.

D. SPD, upon request, will develop working relationships with the Hospital staff, local merchants, and schools to assist in developing a local business watch program in concert with the community policing effort.

E. SPD, upon request, will develop working relationships with the Hospital staff and local residents to assist in developing a local neighborhood watch program in concert with the community policing effort.

Hospital and SPD further agree as follows:

ARTICLE 1
GENERAL OBLIGATIONS OF SPD

1.1 Program. SPD agrees that the neighborhood policing program (the "Program") will be consistent with the services set forth in the goals and objectives stated above, which are hereby incorporated into this Agreement by this reference, as requested by Hospital. At all times when performing services under the Program, the SPD 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 Hospital are expected to dedicate the majority of their shift at the Hospital campus, except in the event of an extreme emergency (as determined in SPD’s discretion), and will comply with all applicable State and Federal laws and regulations governing use of force.

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

1.3 **Required Hours: Shifts.** Consistent with the goals and objectives set forth above, the SPD shall provide an Officer for one (1) shift per day, seven (7) days a week during hours mutually agreed upon by the parties. There will be no overlap coverage of shifts (i.e., two [2] officers assigned to the same shift). Officers will be afforded thirty (30) minutes of travel time at the beginning and end of each shift, for a total of one hour per shift. Officers that participate in the department’s physical fitness program will be afforded two (2) hours per week for on-duty workout time. Officers will be allowed a 40 minute lunch break, when feasible, per shift. If Officers leave the Hospital campus, the Officer shall advise the security supervisor and maintain radio contact with security personnel. Should any questions arise over shifts or allocation of Officers to the Facility, the Hospital shall have its administrator contact the SPD sergeant assigned to the Program in an effort to informally resolve any questions. Should the administrator and assigned SPD sergeant be unable to resolve an issue, the parties may resort to the good faith, dispute resolution methods set forth below, in an effort to resolve any remaining issues.

1.4 **Drug and Health Screening.** SPD shall provide, upon request, documentation to Hospital confirming that all Officers performing the Program for Hospital shall have received all screenings specified in this paragraph, which screenings shall be provided at the sole expense of SPD:

(i) PPD results (to be completed annually). In the event PPD is positive, a check x-ray or evidence of symptom review by a health care professional
(ii) Hepatitis B vaccines, or titer, or statement of refusal
(iii) Annual Influenza participation (proof of vaccination or signed declination).

1.5 **Background Investigation/Compliance with Immigration Law.** SPD certifies it has performed all appropriate background investigations of the Officers to verify the Officers’ suitability to perform the Program. SPD certifies any Officer assigned to the Program has the ability to be employed in the United States.

1.6 **Acknowledgement of Corporate Integrity Program.** SPD acknowledges that Hospital operates under the Corporate Integrity Program of Dignity Health. SPD further acknowledges that, notwithstanding anything contained herein, neither party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program.

1.7 **OIG List of Excluded Providers.** SPD shall provide documentation to verify that SPD 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.arment.gov) and the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://www.hhs.gov/oig).

1.8 **OSHA Compliance.** Hospital, in cooperation with SPD, shall provide to Officers, in the manner set forth in Exhibit A 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 Hospital and shall instruct Officers to refuse to participate in situations where they are placed in unwarranted danger of exposure due to failure of Hospital to follow Universal Precautions. Hospital shall provide to SPD records evidencing training on the OSHA Regulations, and SPD agrees to maintain such records.
ARTICLE 2
GENERAL OBLIGATIONS OF HOSPITAL

2.1  **Access.**  Hospital shall provide SPD with access to the Facilities as needed for performance of the Program under this Agreement.

2.2  **Facilities.**  Hospital shall retain professional and administrative responsibility for the operation of the Facilities, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital'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 SPD under this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1  **Initial Term.**  This Agreement shall commence on January 1, 2017 and shall remain in force until December 31, 2017, 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 Grant funds not spent by SPD will be returned to the Hospital.

3.2  **Termination.**

   (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 Hospital'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.**  Hospital 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 SPD threatens the health or safety of Hospital's patients.

ARTICLE 4
FEES AND BILLING

4.1  **Fees.**  The total Grant for this Agreement shall be $302,568.

4.2  **Invoice and Payment.**  Hospital shall pay the Grant on a quarterly basis within fifteen (15) business days of the end of each quarter, for services rendered during said quarter. Quarterly payments shall be remitted in accordance with the following schedule and dates:

   January 1, 2017 – March 31, 2017  $75,642
   April 1, 2017 – June 30, 2017  $75,642
4.3 **Annual Agreement Fee Review.** SPD may, on an annual basis make recommendations to adjust the Agreement Fee to correct discrepancies between the Agreement Fee and any increase in SPD’s salary and benefit costs resulting from changes to collective bargaining agreements specific to the positions authorized in this Agreement. Changes to the Agreement Fee, as listed in Section 4.1, above, must be negotiated in good faith by both Parties, and be mutually agreed upon in writing.

**ARTICLE 5**

**MISCELLANEOUS PROVISIONS**

5.1 **Prohibition Against Discrimination.** Neither Hospital nor SPD 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 Hospital nor SPD 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.

5.2 **Compliance with Laws/HIPAA.** SPD and Hospital 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. SPD acknowledges that Hospital will only disclose to the Officers patient individually identifiable health information that is the minimum necessary for law enforcement purposes as permitted under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and applicable California law. All Officers shall undergo appropriate confidentiality training prior to performing the Program under this Agreement.

5.3 **Relationship of the Parties.** Hospital and SPD are independent contractors, and shall not be construed to be the partner, employee, agent or representative of each other. Hospital does not, by this Agreement, reserve control over the methods or procedures to be utilized by SPD or any of SPD’s employees hereunder. SPD acknowledges that neither it nor its employees and agents have any right, entitlement or claim against Hospital for Social Security benefits, workers' compensation benefits, overtime wages, disability insurance, pension pay, vacation pay, sick pay or any other employee benefit of any kind. SPD warrants and agrees that it will comply fully with all applicable payroll tax, employment, and labor laws with respect to all Officers assigned to Hospital, including but not limited to, all tax withholding, social security, unemployment insurance, wage-hour, employment discrimination, occupational safety and health, immigration, workplace safety, family and medical leave, and employee benefit laws. SPD further agrees to indemnify, defend, and hold harmless Hospital for any and all damages, costs, and/or attorneys’ fees incurred by Hospital, its officers, agents, directors, and employees, or awarded or assessed against Hospital, its officers, agents, directors, employees, in connection with any claim, asserted claim, finding, award or liability resulting any negligent act or omission attributed to any officer, agent, director or employee of SPD. Hospital agrees to indemnify, defend, and hold harmless SPD for any and all damages, costs, and/or attorneys’ fees incurred by SPD, its officers, agents, directors, and employees, or awarded or assessed against SPD, its officers, agents, directors, employees, in connection with any claim, asserted claim, finding, award or liability resulting from any negligent act or omission attributed to any officer, agent, director, or employee of Hospital. It is the intention of the parties that, where comparative 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, agents, directors, and employees.

5.4 **Insurance.** Hospital and SPD both agree to maintain appropriate insurance coverage throughout this Agreement.
5.5 **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 SPD: Sacramento Police Department  
Attn: Chief of Police  
5770 Freeport Boulevard  
Sacramento, CA 95822

If to Hospital: Mercy General Hospital  
Attn: Hospital President  
4001 J Street  
Sacramento, CA 95819

With copy to: Dignity Health Legal Department – Sacramento Office  
3400 Data Drive  
Rancho Cordova, CA 95670

5.6 **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.

5.7 **Assignment or Delegation.** Except as otherwise specifically provided for herein, SPD shall not assign or delegate any or all of SPD's rights or responsibilities under this Agreement without the prior written consent of Hospital.

5.8 **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.

5.9 **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.

5.10 **Reports.** SPD, upon request, shall provide to Hospital monthly reports to ensure that Grant funding is used appropriately.

5.11 **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.

5.12 **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.

5.13 **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.
5.14 Access to Records. For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, and any written regulations thereto, SPD 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, SPD 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 SPD 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.

5.15 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. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the parties

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

CITY OF SACRAMENTO

By: ____________________________

Howard Chan
City of Sacramento City Manager

DIGNITY HEALTH d/b/a MERCY GENERAL HOSPITAL

By: ____________________________

Edmundo Castaneda
President, Mercy General Hospital

APPROVED AS TO FORM

By: ____________________________

Michael Fry
Senior Deputy City Attorney
City of Sacramento

ATTEST

By: ____________________________

Shirley Concolino
City of Sacramento City Clerk

By: ____________________________

Kelley Evans,
Senior Counsel Dignity Health
EXHIBIT A

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 Hospital and SPD wish to insure compliance with this rule for all healthcare personnel; and whereas both SPD and Hospital recognize that compliance will require the joint effort of the Hospital and SPD, then Hospital and SPD agree as follows:

1. Hospital shall provide Officers with information and training which 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 Hospital and at SPD) 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 SPD to submit Worker’s Compensation insurance claims.

2. Hospital shall provide Officer training records to SPD, and SPD in turn agrees to maintain such records.

HOSPITAL 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
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 SPD. Hospital agrees to
administer the doses at cost and bill SPD for the amount due. Hospital 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 SPD immediately
upon completion.

6. Should an exposure incident occur, Hospital 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 SPD
       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.