

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

When Contractor performance does not conform to the requirements of the Contract and/or the SOW, County will have the option to apply the following non-performance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
3. Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Have the services performed by others. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

This section does not preclude County's right to terminate the Contract upon not less than ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.4 (Termination for Convenience).

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

	<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
1.	SOW: Sub-Paragraph 3.0 – Quality Control Plan	Contractor must submit various reports to LACDMH (either scheduled or as requested).	Review of Reports	\$25 per late occurrence when reports are continuously tardy or incomplete.
2.	SOW: Sub-Paragraph 3.2 – Daily/Weekly Reporting Documents	Contractor shall maintain Security Guard and Security Guard Supervisor Sign In/Out Sheets, and Daily Activity Reports (DAR) at each Location where services are provided. The completed Sign In/Out Sheets shall be submitted with monthly invoices to LACDMH, for review.	Review & Inspection	\$100 per incomplete/missing document  \$50 per day for each document for delay in submission
3.	SOW: Sub-Paragraph 3.3 – In-Service Training Report	Contractor shall provide a Monthly Report of all in-service training (training received while providing services at a Location) to LACDMH by the tenth (10th) calendar day of the following month in which training has been completed.	Review & Inspection	\$50 per day for delay in required reporting
4.	SOW: Sub-Paragraph 3.4 – Recruitment Plan	Upon request, Contractor shall inform LACDMH of how they intend to recruit and maintain a pool of personnel to provide services under the Contract and make changes as recommended by LACDMH.	Review of Recruitment Plan	\$50 per day after time specified
5.	SOW: Sub-Paragraph 3.5 – Procedural Manual	Contractor shall develop and provide a Procedural Manual describing how Contractor will inform their employees of procedural changes made by County or other entity to its employees, upon request.	Review of plan	\$50 per day late

SOW Attachment 4 - PRS

6.	SOW: Sub-Paragraph 3.7 – Complaint Investigation Procedures	Contractor shall maintain procedures for reviewing, investigation and responding to complaints by Security Guards, Security Guard Supervisors, member of the public, and/or County personnel. Upon request by LACDMH, Contractor shall provide procedures and any logs/reports/data sheets that track complaints.	Observation, Inspection of log sheets, and random inspections	\$50 per day for delay in required reporting
7.	SOW: Sub-Paragraph 4.2 – Contract Discrepancy Report (CDR)	Contractor must respond to written discrepancy report prepared by LACDMH and, if needed, submit plan to correct deficiency within the time specified.	Review of CDR responses.	\$50 per day after time specified
8.	SOW: Sub-Paragraph 6.4.4.5 – Administrative File	Contractor shall be responsible for maintaining all training records for each Security Guard and Security Guard Supervisor assigned to provide services under the Contract. Training records shall include copies of: background investigation records; records of training received from Contractor or County with dated certificates of completion; current cards, licenses, and certifications; a brief biological sketch of the employee; and any additional information as required by County. The Training File shall be kept by Contractor, updated with current information on an on-going basis, and made available for inspection upon request by County, state, or federal representatives.	Review & Inspection	\$100 per incomplete/missing file, per inspection
9.	SOW: Sub-Paragraph 6.4.4.5 – Administrative File	Contractor shall maintain Security Guard and Security Guard Supervisor medical records. To the extent expressly authorized by law, Security Guard and Security Guard Supervisor medical records shall be maintained and made available for review upon the request of appropriate LACDMH staff, local, or State health officials.	Review & Inspection	\$100 per occurrence for missing or incomplete records.
10.	SOW: Sub-Paragraph 10.1 – Open Post	Contractor shall provide sufficient Security Guards and Security Guard Supervisors, including relief for breaks and meal periods where necessary, to	Inspection & Review	Withholding of up to full amount of any invoice otherwise due; liquidated

		ensure there are no open Posts. Security Guard Supervisor coverage is to be provided, according to County's staffing plan Attachment 1.		damages of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30-day period; possible termination for default of Contract for continued failure to perform; and debarment for up to three years.
11.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.5	Intervene when necessary to prevent injurious acts to persons or property, conduct searches, as required, for firearms and contraband, and provide details on individuals for investigations, detention or arrest.	Observation, Review of written incident reports and other management reports	\$500 per occurrence per employee when negligence is determined and/or dereliction of duties by security guard.
12.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.7	Investigate questionable acts or behavior observed or reported on County property and question witnesses and suspects to ascertain or verify facts.	Observation & Review of incident reports	\$50 per occurrence when not reported or not reported timely.
13.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.10	Lock and unlock gates and doors as directed in Post Orders or by Facility Administrator.	Observation, Site inspection and review of reports	\$50 per occurrence per employee.
14.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.12	Ensure that only authorized personnel are permitted access to closed or restricted Locations or areas; and detain unidentified or unauthorized individuals. Visually inspect all persons, including County employees, for proper identification and require such individuals to sign in and sign out of a Location, as required in Post Orders or by Facility Administrator.	Observation & Review of incident reports	\$100 per occurrence
15.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.14	Respond to reports of ill or injured visitors, patrons, or employees; render first aid and notify local law enforcement and/or Department	Observation & Review of	\$50 per occurrence per employee

		personnel or Location administrator, as soon as practicably feasible if further assistance is necessary or desirable.	written incident reports	
16.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.15	Relay reports of bomb threats immediately to local law enforcement, and/or Department personnel, or Location administrator; participate in bomb searches organized by County Services Bureau or other law enforcement agency personnel.	Observation & Review of written incident reports	\$500 per occurrence per employee
17.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.16	Respond to scene of locally-activated fire, burglary, or other alarms; evaluate the situation, and take appropriate action.	Observation & Review of written incident reports	\$50 per occurrence per employee
18.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.17	Monitor building alarm systems and electronic surveillance equipment, such as closed-circuit television (CCTV) monitors, in buildings, halls, or parking lots, as required in Post Orders or as directed by Facility Administrator.	Observation & Review of incident reports	\$50 per occurrence
19.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.21 a.	Security Guards shall not store baton or Sam/Sally Browne belt at any Location where services under the Contract are being provided, unless specifically authorized, in writing, by County Project Director.	Observation, Random inspection & written incident reports	\$100 per occurrence
20.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Sub-Paragraph 10.2.21 b.	Security Guards shall not remove batons, Sam/Sally Browne belts from their persons or leave such items unattended at any Location, unless in an extreme emergency or a life-threatening situation, or when specifically authorized, in writing, by LACDMH.	Observation, Inspection & written incident reports	\$200 per occurrence per employee
21.	SOW: Sub-Paragraph 10.2 – Security Guard Duties, Restrictions and Obligations, Sub-Paragraph 10.3.21 e.	In the event of an incident involving serious misuse of authority or violation of firearm regulations by Security Guard or any Contractor employees, LACDMH may proceed with and conduct an administrative investigation. Contractor shall fully cooperate with County in such situation, including, at a minimum, submitting	Interview, Inspection of documents and written incident reports	\$200 per occurrence per employee

		documentation requested by LACDMH, and allowing Contractor employees to be interviewed at a Location designated by LACDMH.		
22.	SOW: Sub-Paragraph 10.3 – Security Guard Supervisor Duties	Security Guards shall be adequately supervised by Security Guard Supervisors as required on Attachment 1 Staffing Plan. Security Guard Supervisors shall travel to their assigned facilities on a regular basis to work with their subordinates.	Observation and Review of MIR	Open Post assessment of \$500 per post, per day until post filled; liquidated damages of \$1,000 per day upon third occurrence in 30 day period
23.	SOW: Sub-Paragraph 10.7 – Unscheduled Work Due to Security Incident	No unscheduled service hours shall commence without advance written authorization by County.	Inspection & Review of Records	Withholding of invoice amount due for unscheduled work provided without written authorization
24.	SOW: Sub-Paragraph 10.8 – Notification of Infectious Potential	Contractor shall immediately notify LACDMH of any Security Guard or Security Guard Supervisor reporting contact with, or evidencing signs or symptoms indicating the presence of, an infectious disease. Any Security Guard or Security Guard Supervisor determined to have infectious potential shall be removed from his/her post until it has been determined that the individual is no longer infectious as evidenced by a doctor's note. Contractor shall, utilizing available public information, make its employees aware of recommended vaccinations for diseases that can be prevented by vaccination.	Review & Inspection	\$100 per day for delay in reporting  \$100 per occurrence for failure to remove infectious Security Guard or Security Guard Supervisor  \$100 per occurrence for failure to provide vaccination information
25.	SOW: Sub-Paragraph 10.9 – Security Incident Report (SIR)	Security Guards or Security Guard Supervisors shall immediately report to LACDMH any incidents involving discharge of firearms, bodily injury, fire, theft, and other incidents that involve fire, law enforcement, health authorities, and/or Facility Administrator response. Security Guards or Security Guard Supervisors shall immediately follow up on these incidents by preparing written Security Incident Report (SIR). Written	Review & Inspection	\$100 per occurrence for failure to make immediate notification as required.  \$50 per day for delay in submission

		documentation shall describe the incident(s) in detail, and be submitted to LACDMH before the end of the shift, or, if incidents occur after hours, the next morning.		
26.	SOW: Attachment 2 Training Outline	Contractor shall ensure that all Security Guard and Security Guard Supervisors remain current in all required training and certifications, including required updates provided to County. Contractor will establish a method of tracking all required certificates, training, and training updates needed to maintain compliance with the Contract.	Observation & Inspection of Administrative File.	\$100 per occurrence of late/deficient training and certifications.
27.	Exhibit B Fiscal Provisions – Sub-Paragraph 1.1.1	Contractor shall monitor and ensure that each of its Security Guards and Security Guard Supervisors work regular hours and overtime hours as specified in Attachment 1 - Staffing Plan. LACDMH may deny payment for overtime hours that are not specified in Attachment 1 - Staffing Plan of this SOW.	Review log sheets & invoices	Withholding of invoice amount due for unauthorized overtime hours.