
Audit of Orange County Security Guard Services



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County Comptroller
Orange County, Florida**

www.occompt.com



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February 2019**

County Audit Division

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Orange County Comptroller's Office

Mission

The mission of the Orange County Comptroller's Office is to serve the citizens of Orange County and our customers by providing responsive, ethical, effective, and efficient protection and management of public funds, assets, and documents, as specified in the Florida Constitution and Florida Statutes.

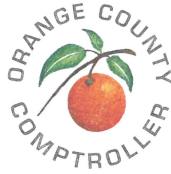
Vision

The vision of the Orange County Comptroller's Office is to be recognized as a highly competent, cohesive team leading the quest for continuing excellence in the effective safeguarding and ethical management of public funds, assets and documents.



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February 14, 2019

Jerry L. Demings, County Mayor
And
Board of County Commissioners

We have conducted an audit of Orange County Contract Y13-118 for private security guard services with G4S Secure Solutions, USA, Inc. The period audited was July 2016 through December 2017.

We conducted this audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Responses to our Recommendations for Improvement were received from the Manager of the Facilities Management Division and are incorporated herein.

We appreciate the cooperation of Facilities Management Division personnel during the course of the audit.


Phil Diamond, CPA
County Comptroller

c: Byron Brooks, County Administrator
Randy Singh, Deputy County Administrator
Anne Kulikowski, Director, Administrative Services Department
Richard Steiger, Manager, Facilities Management Division

Why This Audit Is Important

Security guards perform a vital role in protecting Orange County facilities, employees and the public from harm. They maintain a high-visibility presence to deter illegal and inappropriate actions, identify dangerous or deadly objects, and watch for signs of suspicious behavior. The County contracts with a private security firm (Contractor) to provide security guard services at numerous Orange County buildings including the courthouse and administration building. Since 2013, the total amount paid under the Contract has exceeded \$14 million. The Contract contains specific requirements that must be met. As the Contract administrator, the Facilities Management Division (Division) has a responsibility to ensure that contract requirements are met.

The Objective of Our Audit

The objective of the audit was to ensure the Division's controls were adequate to effectively monitor compliance with the Contract.

What We Found

The Operational Effectiveness of the Security Screeners Was Not Tested (Page 8)

The Contractor is required to conduct quarterly tests of screeners in order to test operational effectiveness. Based on our review, the Contractor has not performed testing of security guards assigned to screening posts. In addition, the Division did not monitor whether the testing was performed or conduct any independent testing.

Required Training for Security Guards Was Not Completed (Page 9)

The Division did not have procedures in place to ensure security guards working under the Contract received required training. There was no evidence to show that 45% of sampled security screeners received their initial training. In addition, there was no documentation that any of the screeners received the required

subsequent annual training. Further, none of the security guards tested received the required ALERT or equivalent training.

Security Guards Worked Hours in Excess of Contract Limits (Page 11)

According to the Contract, security guards are limited to a maximum number of hours that can be worked in specified periods. We noted over a hundred instances in a 14-week period where guards worked more than 24 hours in a 48-hour period. Additionally, one guard worked more than 16 hours in a 24-hour period on two occasions.

Electronic Access Cards Were Not Deactivated in a Timely Manner (Page 13)

Seventy-five percent of security guard electronic access cards were not deactivated on the guards' termination dates—or at all. For example, 31 of these cards remained active for 130 or more days after termination. Access cards deactivations that were performed ranged from four to 199 days after termination, with 46 of the 50 cards remaining active for more than 30 days after termination.

Security Guards' Licensing Status Was Not Monitored (Page 15)

Two security guards were working at County facilities with expired licenses. One guard had an expired Class "G" Firearm license and continued working as an armed guard. Both security guards continued to work at County facilities for over five months after their licenses expired. In addition, the Contractor did not provide copies of licenses to the Division as required in the Contract.

Overall Evaluation (Page 7)

Based on the results of our testing, the Division's monitoring of the Contract needs improvement.

Background

Every day, thousands of people visit and work in Orange County buildings such as the courthouse, administration building, or other county facilities. In order to protect the public and employees, County has contracted with G4S Secure Solutions, USA, Inc. (Contractor) to provide private security guard services at a number of County facilities.

The Facilities Management Division (Division) is tasked with providing a safe and healthy work environment in those buildings for employees and the general public. As part of this responsibility, the Division administers the security guard services contract.



The Contractor provides security guard services at the following County facilities (Sites) under the Contract:

- Main Courthouse Complex
- County Administration Building
- Regional History Center
- Juvenile Justice Center
- Apopka, Ocoee, Winter Park and Goldenrod Courthouses
- Internal Operations Centers
- Medical Center
- Other County Facilities



Contract History and Amount The Contract commenced on February 1, 2013, and was effective for five years. There are options for two additional one-year renewals. The original contract amount was \$13,000,000. The Contract has been amended seven times to add locations or increase staffing at existing locations.

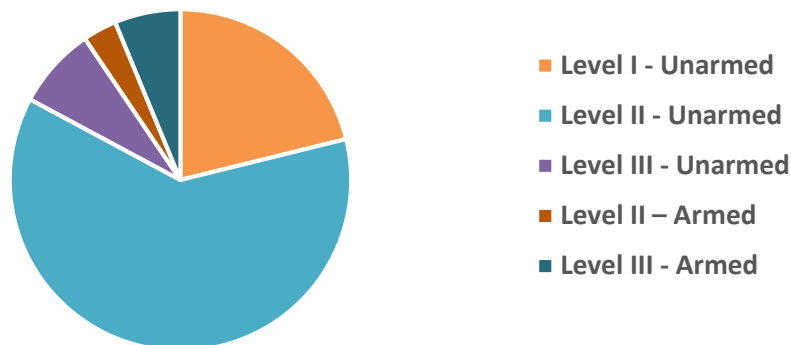
As a result of those amendments, the total Contract amount has increased to \$14,383,432.

Security Guard Standards and Staffing The Contractor is required to provide security guard services and appropriate supervision to perform access control, security screening, and other security services at the Sites. The Contract stipulates that the Contractor must use properly trained employees who meet the qualifications specified in the Contract. The Contract also requires the Contractor to provide proof of training and Florida licensure before a security guard is permitted to work at any of the Sites.

The Contract includes other provisions regarding the security guard staffing requirements and limitations in order to protect public safety. For example, the Contract limits the hours that Security Guards can work in a given period. The Contract also requires the Contractor to confiscate a security guard's County issued identification card and return it upon that guard's employment termination.

The Contract includes varying security guard staffing requirements for Sites. For example, the specifications detail the number of guards and the licensing and training levels of those guards. The Contract provides for five different levels of security guards to work at the various Sites. In addition, the Contract specifies the rate the County pays for each security guard level and the minimum salaries the Contractor must pay the guards.

Staffing Levels Required Under the Contract



Security Guard Classification	License(s) Required	Hourly Rate Paid by the County	Minimum Hourly Pay Rate Required to Be Paid by the Contractor
Level I - Unarmed	Class D	\$13.45	\$9.00
Level II - Unarmed	Class D	\$14.95	\$10.00
Level III - Unarmed	Class D	\$16.39	\$11.00
Level II – Armed	Classes D and G	\$15.16	\$11.00
Level III - Armed	Classes D and G	\$17.85	\$12.00

Security Screening Security Screeners are used at various Sites to protect members of the public and County employees by identifying dangerous or deadly objects and preventing those objects from being carried into a facility. The Contract requires the Contractor to perform testing to confirm security screening efforts are working properly at the Sites.

Audit Scope

The audit scope was limited to compliance with Contract Y13-118 for Security Guard Services with G4S Secure Solutions USA, Inc. The audit period was from July 2016 through December 2017.

Audit Objective

The objective of the audit was to ensure the Division's controls were adequate to effectively monitor compliance with the Contract.

Audit Methodology

To meet the audit objective, we performed the following:

- Reviewed personnel files and other applicable documentation for a sample of 60 security guards to verify that the security guards in the sample met the minimum qualifications specified in the Contract. We also verified that these security guards received contractually required training.
- Verified the 196 security guards active or invoiced during September 2016 had an active class “D” Security Officer licenses. Additionally, we ensured that any guards required to carry a firearm had an active Class “G” Statewide Firearm license.
- Compared a list of security guards terminated in 2016 or 2017 to a report of building access cards issued and terminated. This enabled us to determine whether the County is receiving prompt notification of terminations.
- Reviewed invoices paid for September 2016 contractual services to confirm:
 - Security guards were not listed as working at more than one location at the same time;
 - Security guards did not work more than 16 hours in a 24-hour period or more than 24 hours in a 48-hour period;
 - The qualifications and experience of the security guards who worked at the Sites equaled or exceeded the qualifications and experience levels specified in the Contract; and,
 - Each post was staffed during the hours specified in the Contract.

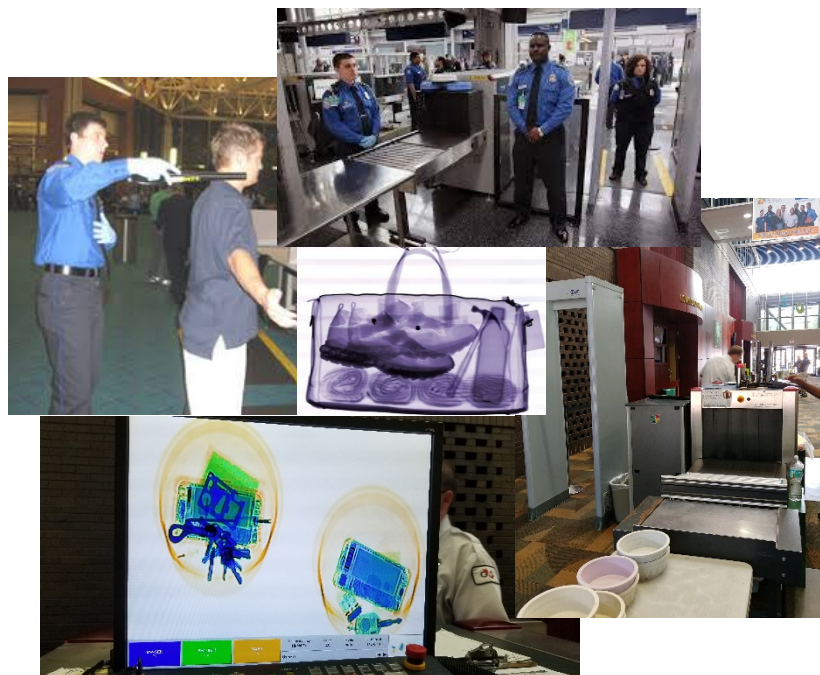
Overall Evaluation

Based on the results of our testing, the Division’s monitoring of the Contract needs improvement.

1. The Division Should Ensure the Operational Effectiveness of the Security Screeners Is Tested

The County contracts with G4S Secure Solutions, USA, Inc. (Contractor) to provide security screeners at various County facilities. Security Screeners are used to protect members of the public and County employees by identifying dangerous or deadly objects and preventing those objects from being carried into a facility. Screeners use various types of electronic detection and imaging machines for this purpose. For example, they may use X-ray machines, trace detection machines, walk-through metal detectors, and hand-held metal detectors. Security Screeners should be adequately trained to use security screening equipment. They should also successfully complete periodic testing to ensure they are adequately performing screening duties.

Based on our review of security guard personnel files, we found that the Contractor has not done any testing of security guards assigned to screening posts. In addition, the Facilities Management Division (Division) did not monitor whether the testing was performed or conduct any independent testing.



The Contract requires the Contractor to, "...conduct a series of recurring tests of screeners quarterly...Certification of completion of tests together with the results and corrective actions planned or taken will be retained in the personnel folder of each screener through the period of the person's employment and for one hundred eighty (180) days thereafter for the inspection by the County representative or his designee."

Security screening tests involve authorized personnel attempting to enter the secured facility with dangerous and deadly items. Such testing is crucial to ensure security guards are effectively trained and equipment is functioning properly to protect public safety. The Division should ensure the required testing is performed and documented. In addition, the County should review the testing performed for sufficiency, and if warranted, conduct independent testing.

Recommendation No. 1:

The Division should implement procedures to ensure the Contractor is testing screening personnel as required by the Contract. In addition, the Division should consider whether additional independent testing should be performed.

Management's Response:

Concur. See [Appendix](#) for full response.

2. Contractually Required Training for Security Guards Should Be Monitored

The Division does not have procedures in place to ensure security guards working under the Contract receive the required training. We selected a sample of 60 security guards out of 196 guards that were active or invoiced during September 2016. We reviewed the personnel files and other applicable documentation for the sampled security guards to verify they received the contractually required training. During this testing, we found the following:

- A) None of the 60 security guards received the Advanced Law Enforcement Readiness Training (ALERT) or equivalent training required by the Contract.
- B) There was no evidence to document the initial and on-the-job screener training was performed for 16 of the 35 security guards that worked at screening post(s). Further, there was no evidence that any of the 20 security guards performing screening functions that were employed for greater than one year received the required annual recurring training. The Contractor informed us that both were performed; however, the Contractor could not provide any documentation of the training.

The Contract requires the following training for security guards assigned to County facilities:

- All armed security guards and security guards II and III shall successfully complete the County specified Advanced Law Enforcement Readiness Training (ALERT) or an equivalent program approved by the County. At a minimum, the training must include the following topics:
 - Courthouse security, physical security aids, and disguised weapons;
 - Package bomb recognition;
 - Non-verbal communication skills;
 - Judicial threat management;
 - High threat trials;
 - Officer survival; and,
 - Practical exercises in law enforcement readiness.
- All security guards performing screening functions shall receive initial training, on-the-job training, and recurrent training (at least annually). The initial and recurrent training must include the following:
 - A presentation covering the purpose and seriousness of the screening function with emphasis on special screening situations and screening equipment operation. Further, the presentation shall include weapons and dangerous device guidelines, X-ray screening guidelines, physical inspection guidelines, and training guidelines;

- The viewing of the FAA Air Carrier Pre-Board Screening Procedures audio-visual program “Safety Through Screening” (or comparable program approved by FAA or the United States Marshals; and,
- For guards assigned to E-Scan X-Ray systems, a viewing of the “E-Scan Small Parcel Inspection” video and corresponding tests.

Adequate initial and periodic training of security guards helps ensure the safety of County facilities, personnel, and the public. Utilizing inadequately trained security guards increases the risk of an adverse action occurring at a County facility. Documentation of the date, personnel involved, and the type of training received will provide assurance that security guards have received the required training. Monitoring by the Division that security guards have received the required training will help ensure the requirements are met.

Recommendation No. 2:

The Division should implement procedures to obtain evidence that security guards have received the required training prior to working at County facilities and as contractually required thereafter.

Management’s Response:

Partially Concur. See [Appendix](#) for full response.

3. Security Guards Should Not Work Hours in Excess of Established Contract Limits

According to the Contract, “No security guard shall work in excess of sixteen (16) hours in a given twenty four (24) hour period nor work in excess of twenty four (24) hours in a forty-eight (48) hour period, to include off duty employment.”

During a 14-week period, the Contractor submitted 150 invoices. Collectively, the invoices included billings for 143 security guards. We noted 103 instances¹ where guards worked more than 24 hours in a 48-hour period. We also noted two instances where a guard worked more than 16 hours in a 24-hour period. The testing included some invoices from other Departments that would not have been seen by the Division. However, 65 of the 105 invoices were received by the Division. In addition, our review only included hours reported as worked at County facilities under this Contract. The review did not include hours worked under other contracts with the County or with other entities.

“Long work hours can lead to fatigue and result in negative effects on personal safety, performance, and health. Fatigue increases the risk of accidents and other safety incidents, such as decreasing alertness, impairing decision-making ability, and slowing down reaction time. Fatigue also harms work performance by weakening memory, lowering frustration tolerance, and increasing stress, burnout, and absenteeism. Finally, fatigue can have long-term health implications, including increased blood pressure, hypertension, metabolic syndrome, and obesity.”²



¹ The 103 instances involved 33 different guards.

² Lindsey, D. (2007). Police Fatigue: an Accident waiting to happen. *FBI Law Enforcement Bullitan*.

As a result of the Contractor not monitoring whether the security guards are working excessive hours, the safety of County facilities could be negatively affected.

Recommendation No. 3:

The Division should develop and implement procedures to identify and notify the Contractor of security guards that worked more than 16 hours in a 24-hour period or more than 24 hours in a 48-hour period.

Management's Response:

Partially Concur. See [Appendix](#) for full response.

4. Access Cards Should Be Deactivated in a Timely Manner

The Contract states, "The Contractor must confiscate any Orange County issued identification cards, security pouches, and any other Orange County property immediately, and return the same to Orange County upon termination of any employee assigned to an Orange County site."

The County issues electronic access cards that allow employees and approved personnel to open doors in County facilities. The Contractor obtains an access card from the County for each security guard assigned to a County facility. When security guards assigned to County Sites are terminated, the Contractor is required to return the card and notify the County so the card can be deactivated.

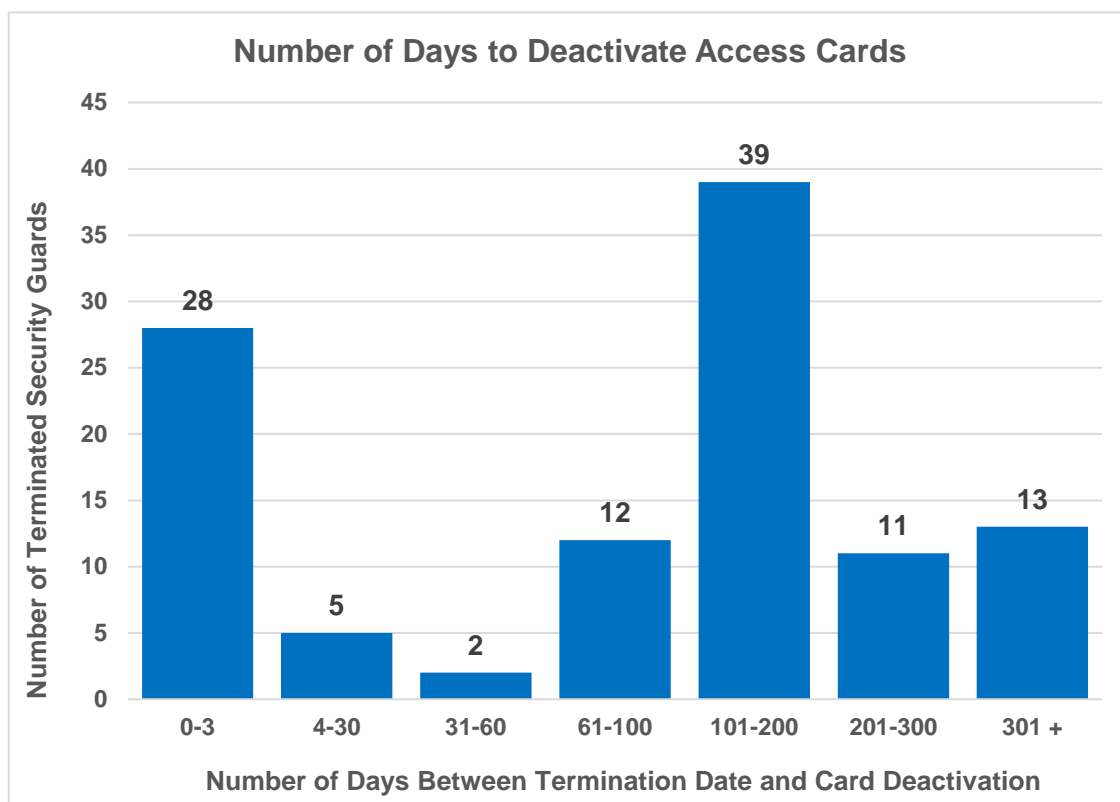
During our testing, we found that 75 percent (82 out of 110) of the cards of terminated security guards were not deactivated on the guards' termination date—or at all. Specifically, we noted the following:

- A) Thirty-one of these cards remained active for 130 (or more) days after the security guard's termination date and were still active at the time of the audit. One card remained active for 372 days. The cards were deactivated after we brought this information to the County's attention during the audit.

The Contractor also reported that 11 security guards never returned their access cards.

- B) Fifty other cards were deactivated prior to our audit testing. However, the cards were not deactivated for periods ranging from four to 199 days after the security guard's termination date (46 of the 50 cards were active for more than 30 days after the guard's termination dates).
- C) The remaining card was issued to a guard who resigned and was later rehired by the Contractor. The original termination was never reported to the County and the card was returned to the guard by the Contractor when he was rehired. As a result, the card was active for a terminated security guard for 24 days between the guard's termination and rehire dates.

The following chart illustrates the time between the dates of security guard terminations and access card deactivations:



It is imperative that access cards are deactivated when security guards are terminated to ensure access to County facilities is limited to authorized personnel.

Recommendation No. 4:

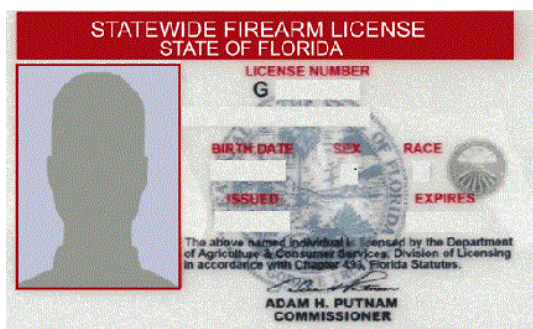
The Division should work with the Contractor to develop and implement procedures to promptly notify the County of all terminations.

Management's Response:

Concur. See [Appendix](#) for full response.

5. The Division Should Monitor the Licensing Status of Security Guards

The Contract requires that all security guards assigned to County facilities must maintain the appropriate license(s) required by Florida law. Florida Statute 493.6301(5) states, "Any individual who performs security services must have a Class 'D' [Security Officer] license." Additionally, F.S. 493.6115(2), requires that any security guard "...licensee who bears a firearm shall also have a Class 'G' license [Statewide Firearm license]." The Contract also requires the Contractor to provide the County with copies of all licenses prior to any security guard working on County property.



Expired Licenses We reviewed the license status for the 196 security guards reported by the Contractor as active or who were included on invoices paid during September 2016. During our testing, we found that two security guards were currently working at County facilities with expired licenses. One security guard had

an expired Class “D” Security Officer license. The second had an expired Class “G” Statewide Firearm license and was working as an armed guard. Both security guards continued to work at County posts for over five months after their licenses expired. The expired licenses were renewed in January 2018—after we brought these issues to the Contractor’s attention during the course of our audit.

The Contract does not require the Contractor to provide licensing status information to the County on an ongoing basis. The Contractor did not sufficiently monitor the license status of security guards working under the Contract or provide this information to the Division.

Initial Licensing Documentation The Contract requires the Contractor to provide licensing documentation to the County before a guard is assigned to a Site. The Contractor did not provide the Division with copies of licenses when new security guards were hired or assigned to County facilities. The Division began receiving ongoing licensing information from the Contractor after we raised this issue during the audit.

Although the Contractor is responsible for ensuring that security guard licenses remain active, the Division shares this responsibility and should be monitoring critical Contract requirements. The lack of monitoring by the Division and the Contractor increases the risk that security guards responsible for securing County facilities are not properly licensed. Requiring the Contractor to periodically provide current licensing data would help the Division verify that the Contractor is meeting this requirement.

Recommendation No. 5:

The Division should ensure the Contractor provides relevant licensing information prior to any security guard working on Orange County property. In addition, the Contract should be amended to require the Contractor to periodically provide a roster of active security guards including license number(s) and expiration date(s).

Management’s Response:

Partially Concur. See [Appendix](#) for full response.

ACTION PLAN

NO.	RECOMMENDATIONS	MANAGEMENT RESPONSE		
		CONCUR	PARTIALLY CONCUR	DO NOT CONCUR
1.	The Division should implement procedures to ensure the Contractor is testing screening personnel as required by the Contract. In addition, the Division should consider whether additional independent testing should be performed.	✓		
2.	The Division should implement procedures to obtain evidence that security guards have received the required training prior to working at County facilities and as contractually required thereafter.		✓	
3.	The Division should develop and implement procedures to identify and notify the Contractor of security guards that worked more than 16 hours in a 24-hour period or more than 24 hours in a 48-hour period.		✓	
4.	The Division should work with the Contractor to develop and implement procedures to promptly notify the County of all terminations.	✓		
5.	The Division should ensure the Contractor provides relevant licensing information prior to any security guard working on Orange County property. In addition, the Contract should be amended to require the Contractor to periodically provide a roster of active security guards including license number(s) and expiration date(s).		✓	



ADMINISTRATIVE SERVICES DEPARTMENT
FACILITIES MANAGEMENT DIVISION

Rich Steiger, Manager

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DATE: January 22, 2019

TO: Chris Dawkins, Director of County Audit
Orange County Comptroller's Office

THROUGH: Anne Kulikowski, Director
Administrative Services

FROM: Rich Steiger, Manager
Facilities Management Division

SUBJECT: Facilities Management Security Guard Audit Response.

This audit experience has clarified that the current contract specifications were not clear with regard to what the Division would physically do to ensure contractual compliance. The contract specifications were written with the full understanding that the Division had minimal assets available to monitor administrative compliance. To this end, the contract specifically required only that the contractor document completion of administrative requirements in the employee personnel files. These files were to be made available to Orange County, if and when requested.

From an operational perspective, the contractor had been performing satisfactorily, with the occasional misstep that is going to occur in a contract of this length and magnitude. Required posts were routinely manned at the specified guard levels with minimal billing errors. Invoices were carefully evaluated by Divisional personnel to ensure that Orange County wasn't being billed for services not rendered. Required posts that arose with minimal advance notice were expeditiously manned.

Going forward, the Division will work with the contractor to find reasonable means to ensure that the Contractor is providing qualified and appropriately trained personnel to staff the requirements of this contract. Long-term, the Division is currently developing the next contract specification's monitoring points to accurately reflect our structure and labor capabilities. Additionally, the next contract will require the contractor to proactively and routinely provide sufficient documentation to the Division to ensure that the critical administrative contractual requirements are being met.

1. The Division Should Ensure the Operational Effectiveness of the Security Screeners Is Tested

Management Response – Concur



Contract Y13-118, Scope of Service, Section 7. Training Requirements (pages 23-29) states the following:

B. Uniformed Security Guard II & III, 1.G – Contractor shall conduct a series of reoccurring tests for screeners quarterly. When a screener fails to detect a U.S. Marshall/FAA approved test object(s) provided by the Contractor and approved by the Orange County Representative pursuant to the conduct of a test as described above, the Contractor shall repeat the procedure as appropriate, counsel the screener regarding proper screening procedures and take corrective action as needed.

Certification of completion of tests together with the results and corrective actions planned or taken will be retained in the personal folder of each screener through the period of the person's employment and one hundred eighty (180) days thereafter for the inspection by the Orange County Representative or designee. Any failed test will be documented and employee will be immediately retrained. If employee (screener) fails two consecutive quarterly tests in the use of equipment, they shall be removed from screening duties.

Screeners

The Division acknowledges the fact that contractor testing wasn't occurring as required should have been recognized. Specifically, the fact that the contractor wasn't notifying the required personnel of the conduct of quarterly screener testing should have been noted and questioned.

The Division will reinforce to the contractor the need to notify the proper personnel of planned tests and will also amend the current contract to have the Security Guard Contractor provide Facilities Management monthly reports that indicate last tested date and next testing due date (month). This will allow for in-office review and will ensure that the contractor is adequately conducting and monitoring its' internal testing program. The new contract specifications, already in development, will include similar requirements.

2. Contractually Required Training for Security Guards Should Be Monitored.

Management Response – **Partially Concur**

As a prerequisite to the Court Security conducted background check process, the contractor does provide confirmation that all contractual requirements required



for certification as a Level II or III Security Officer have been completed. The fact that the contractor was either not conducting or was administratively failing to document any specific required training would only have been discovered during actual review of contractor personnel records. Although the contract permitted in-office review of contractor employee records, this contract inclusion was made to allow for this circumstance in the event that contractor performance issues necessitated it.

Facilities Management does not agree that the contract requires documentation of any other training to be provided to the County. For specific training requirements, it requires only that training results be documented in the contractor's employee personnel folders.

The Division also believes that the training requirements originally written into the contract were over-zealous, including some requirements that are of little, if any, operational value. One prime example identified is the ALERT Training mentioned in the audit findings. Research of the program strongly indicates that the target audience for the program is Law Enforcement personnel. As a pay for training program, the administrators would not turn away a private security firm, but our contractor doesn't fill the unique roles that the training intends to address. The exception is screening services, which is trained for by alternative means.

The Division agrees that it will amend the contractual requirements to require that in the future, the contractor provide reasonable certification of completion of training requirements directly to the County rather than mandating documentation of that training in individual employee personnel records. The amendment will also include modification or removal of any outdated or unnecessary training requirements, to include the ALERT Training requirement.

3. Security Guards Should Not Work Hours In Excess of Established Contract Limits.

Management Response – **Partially Concur**

Contract Y13-118, Scope of Services, Section 6. Requirements state the following:

L. No security guard shall work in excess of sixteen (16) hours in a given twenty four (24) hour period nor work in excess of twenty four (24) hours in a forty-eight (48) hour period, to include off duty employment.



This language was included as a good-faith guideline for the contractor to follow for the health and well-being of its employees and to provide some assurance that the County would receive services from sufficiently rested guards.

The Division cannot inhibit the contractor from exceeding these limits, given the fact that the contractor is in control of scheduling its workforce. Identifying excessive hours is, by definition, an after the fact event, as it is identified during invoice review, which means that it has already occurred. The Division understands that occasionally exceeding the contractual limits is likely to be preferable to leaving a post unmanned entirely, which might be the alternative when faced with an unplanned absence or similar situation.

We will work with the contractor to make sure the contractor is fully aware of and more closely monitors shift scheduling, so as to minimize the likelihood of exceeding the contractual limits. We will also define specific conditions, which, if not met, would require the contractor to report such occurrence, to include sufficient specific employee payroll information to allow for determination as to whether contractual limits had actually been exceeded. These conditions would also be written into our future contract and would be based on a comparison of hours worked vs. non-working hours between shifts. The amendment will also define the approval process whereby, when faced with no other reasonable options, the contractor may exceed the limits in order to avoid leaving a post unmanned.

4. Access Cards Should Be Deactivated in a Timely Manner

Management Response – Concur

It has consistently been the Division's practice to promptly request that electronic access be removed when notified of a termination and this remains the case. Time to deactivation is understandably dependent on receiving that notification. Facilities Management has reinforced to the contractor the necessity of providing timely notification when a contractor employee is terminated. The Division will always be limited with regard to this issue by what the contractor tells the Division.

The current contract will be amended to require the contractor provide periodic roster updates of security guards working on this contract, with additions and deletions from the last report specifically identified. This report can act as a backup means to ensure that the Division has been notified of contractor terminations, even for the cases when immediate notification of termination doesn't occur.



As a backup failsafe, Facilities Management has requested that ISS explore the possibility of having contractor badges automatically deactivated when not used for electronic access for a specified time period. ISS has responded positively, and has indicated that they can likely come up with a workable solution.

5. **The Division Should Monitor the Licensing Status of the Security Guards**

Management Response – **Partially Concur**

The Division has required that the contractor submit licensing information as part of the background screening process for over two years, and acknowledges that it wasn't, prior to commencement of the audit. Additionally, the Division currently verifies the provided information against the State of Florida licensing information website for all new hires.

The Division believes that it is worth noting that the audit found zero evidence of the contractor having brought a new hire guard onto the contract without having a valid license. This strongly indicates that the contractor intended to comply with licensure requirements.

However, it is clear that G4S administrative controls for ensuring that licenses were renewed prior to expiration were inadequate. It should be noted that the audit found only 2 of 196 (~ 1 %) of officers with expired licenses. This indicates that the problem is not systemic and that these were simply isolated cases of G4S administrative oversight failure.

Facilities Management Division considers continuous monitoring of necessary professional licenses required to conduct the contractor's business to be the contractor's responsibility, in full. The Division disagrees with the audit's contention that it was responsible for continuous monitoring of the status of the contractor employee's personal licenses.

The Division does agree to take additional steps to ensure that the contractor's ongoing monitoring of their employee licensing status remains a priority and believes that the recommendation provided will work towards that end. The Division will amend the contract to require the contractor to periodically submit a roster of personnel working on the contract, to include licensure status and expiration dates.

CC: Randy Singh, Deputy County Administrator
Lisa Fuller, IT Audit Supervisor
Wendy Kittleson, Deputy Director of County Audit