

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

169



**FROM:** Riverside University Health System (RUHS)

**SUBMITTAL DATE:**  
June 21, 2016

**SUBJECT:** Approve and execute the Professional Service Agreement with Healthcare Security Services of California, Inc. (HSS), to provide healthcare security guard services without seeking competitive bids; All Districts; [\$4,178,000] for five years, Hospital Enterprise Funds

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Agreement with Healthcare Security Services of California, Inc. (HSS) Inc. to provide healthcare security guard services without seeking competitive bids for an aggregate of \$835,600 annually effective August 1, 2016 through July 31, 2018, with the option to renew for three (3) additional years in one year increments; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed ten percent (10%) annually.

**BACKGROUND:**

**Summary**

Approval of this Agreement will provide new healthcare security services at RUHS MC Arlington Campus Inpatient Treatment Facility (ITF), which provides emergency and inpatient psychiatric services to the community.

Zareh H. Sarrafian, CEO- Health System

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 835,600	\$ 835,600	\$ 4,178,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Hospital Enterprise Fund 40050	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 16/17-20/21

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Christopher M. Hans  
County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: July 12, 2016  
xc: RUHS, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: District: ALL Agenda Number:

**3-57**

FORM APPROVED COUNTY COUNSEL  
BY:   
ANITA C. WILLIS  
DATE: 6/29/16

Departmental Concurrence

PURCHASING & FLEET SERVICES:  
Lisa Brandl, Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Approve and execute the Professional Service Agreement with Healthcare Security Services of California, Inc. to provide security guard services without seeking competitive bids for five years; All Districts; [\$4,178,000] for five years, Hospital Enterprise Funds

**DATE:** June 7, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The new company brings extensive experience providing this type of specialized security to what is an unusual and challenging environment. Currently, RUHS is utilizing the countywide Security Guard Services Contract which is not specialized for psychiatric care. RUHS Inpatient Treatment Facility (ITF) requires a firm with has extensive experience and State training to maintain a safe environment while mitigating patient-generated incidents and violence.

HSS is currently providing healthcare security services for over 250 healthcare facilities nationwide, some of which are behavioral health facilities throughout the nation. HSS specializes in behavioral health and healthcare security, thereby providing expertise in healthcare security, training, guideline procedures and quality and satisfaction measurements. This will allow RUHS to maximize efficiency, compliance, and customer service as it relates to safety while providing quality care and reducing the County's administrative costs that are currently being incurred. HSS has extensive industry-specific knowledge as it relates to emergency preparedness/compliance regulations which will be beneficial to the County and the community.

**Impact on Citizens and Businesses**

The hospital, its inpatient treatment facility, site-based clinics and community-based clinics serve residents in all five Riverside County Supervisorial Districts, providing more than 450,000 patient encounters each year. The local economy will experience positive benefits from the presence of a thriving health system that is served by an educated workforce, and where patients of all incomes can feel safe and obtain high quality healthcare services.

**Contract History and Price Reasonableness**

On March 27, 2014 the County solicited a consolidated competitive bid (RFQ#PUARC-1355) for Security Guard Services. The Contract was awarded as a split Bid to (6) Security Contractors based on the lowest bidder being the Primary Contract. RUHS has utilized (4) Contractors without emergency or inpatient psychiatric hospital experience. Due to the lack of psychiatric care experience from the countywide contractors, RUHS leadership searched for a security guard service with extensive experience with healthcare facilities and familiar with applying Joint Commission compliance strategies and CMS guidelines for seclusion and restrain of at-risk patients. Allowing HSS to provide healthcare security guard services to the RUHS Inpatient Treatment Facility will result in a healthier and safer environment for both staff and patients. In addition, RUHS will meet regulatory Joint Commission and Centers for Medicare & Medicaid Services (CMS) guidelines.

The hourly rate of \$20.20 per hour for security officer is within standard market price and is well within the countywide security guard contracted rates which range between \$11.32 per hour to \$25.36 per hour. Additionally, this Contract will allow for a Security Facility Supervisor at \$30.08 per hour and a Security Shift Supervisor at \$25.19 per hour for adequate security coverage at the RUHS Inpatient Treatment Facility. Total annual cost for this service shall not exceed \$835,600 annually.



Date: May 31, 2016  
From: Zareh Sarrafian, CEO, Riverside University Health System (RUHS)  
To: Purchasing Agent  
Subject: Sole Source Procurement; Request for Healthcare Security Guard Services for RUHS MC-Arlington Campus

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** HSS – Healthcare Security Services of California, Inc. (HSS)
2. **Vendor ID:** \_\_\_\_\_
3. **Supply/Service being requested:** Healthcare Security Services
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** HSS not only provides security coverage for RUHS's Inpatient Treatment Facility (ITF), they provide the benefits of healthcare security solutions to ensure access to specialized healthcare security training and knowledge of greater compliance with Joint Commission, Centers for Medicare & Medicaid (CMS), and other industry requirements.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide the following:**
  - a. HSS provides security services for John George hospital / Alameda Health System since 2008.
  - b. 48 years of experience in Health Care
  - c. HSS has over 150 hospital customers in 17 states
  - d. HSS has overall customer retention rate is an industry leading 95%
  - e. HSS is the only security provider founded by hospitals. After 45 years, all the founding member hospitals still in business remain HHS customers
  - f. HSS is the only security provider whose shareholders and board of directors is made up of active hospital administrators.
  - g. HSS has over 250 health care facilities serviced, has become the largest and foremost provider of health care security
  - h. HSS dedicates 100% of its efforts in health care security
  - i. HSS specializes in servicing behavioral healthcare, large multi-state health systems, trauma centers, community clinics, free standing emergency departments and surgery centers
  - j. In addition to their regular security services, HSS enhanced their service by providing bicycle patrols, crime prevention/employee security awareness, emergency drills, security system integration, Patient Assist Care team (PAC), Techniques for Effective Aggression Management (TEAM), ED-safe, to name a few

- k. HSS is nationally recognized leader in applying Joint Commission compliance strategies
- l. HSS has experience managing at-risk patient behavior to meet Centers for Medicare & Medicaid Services (CMS) guidelines for seclusion and Restraint of at-risk patients.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Managing violence in healthcare is challenge for most hospitals. RUHS leaders continue to look for evidence-based practices that provide effective solutions to mitigate this very real risk. RUHS needs a specialized security guard service to decrease lost work time due to violence, increase staff engagement, and reduce staff utilization requests for outside de-escalation assistance due to violent patients. Due to RUHS ITF's high volume of AWOL's, HSS specializing in health care will benefit RUHS ITF facility by providing a secure environment for patients, staff and visitors.

7. **Period of Performance:** From: August 1, 2016 to July 31, 2018 with the option to renew for three (3) additional years in one-year increments for 5 years.

Is this an annually renewable contract?  No  Yes  
 Is this a fixed-term agreement:  No  Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY 16/17	FY17/18	FY18/19	FY19/20	FY20/21	Total
One-time Costs:						
<i>(Insert description)</i>						
Ongoing Costs:						
<i>(Insert description)</i>						
<b>Total Costs</b>	\$835,600	\$835,600	\$835,600 (if renewed)	\$835,600 (if renewed)	\$835,600 (if renewed)	\$4,178,000

Note: Insert additional rows as needed

**Price Reasonableness:** The hourly rate of \$20.20 per hour for security officer is within standard market price and is well within the countywide security guard contracted rates which range between \$11.32 per hour to \$25.36 per hour. Additionally, this Agreement will allow for a Security Facility Supervisor at \$30.08 per hour and a Security Shift Supervisor at \$25.19 per hour for adequate security coverage at the RUHS Inpatient Treatment Facility. Total annual cost for this service shall not exceed \$835,600 annually.

9. **Projected Board of Supervisor Date (if applicable):** June 21, 2016  
 (Form 11s must accompany the sole source request for Purchasing Agent approval.)







## Healthcare Security Services Agreement

This Healthcare Security Services Agreement ("Agreement") is entered into by and between Health Care Security Services of California, Inc., a California corporation with offices located at 6267 Southfront Road, Livermore, CA 94551 ("HSS") and COUNTY OF RIVERSIDE, a political subdivision of the State of California on behalf of Riverside University Health System and its affiliates ("Customer"), referred to collectively herein as the, "Parties", on this 1<sup>st</sup> day of September 2016 ("Effective Date").

**WHEREAS**, HSS provides security services for healthcare entities;

**WHEREAS**, Customer is a healthcare provider in need of security services;

**WHEREAS**, HSS and Customer wish to enter into an agreement whereby HSS will provide security services to Customer.

NOW THEREFORE, in mutual consideration of the promises and covenants stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### I. Term

This Agreement will commence and become effective on the Effective Date and will remain in full force for a period of two (2) year(s) ("Initial Term") with the option to renew for three (3) additional fiscal years in one-year increments by written amendment, unless earlier terminated in accordance with section VIII of the Agreement.

### II. Scope of Services

A. HSS will provide said security services for Customer at the facilities, free standing clinics, office buildings or other affiliated entities of Customer as specified in Appendix A Scope of Services to this Agreement.

Security services will consist of the provision of uniformed officers, including supervisory personnel, in accordance with staffing levels approved by Customer, training, reporting, record keeping, and the administration and enforcement of policies and procedures as described below.

B. Staffing levels will be approved by a facility representative or representatives designated by Customer and may be changed from time to time. Any such changes must be approved by HSS prior to implementation. HSS shall have a reasonable amount of time to make any changes to staffing levels. HSS may provide suggested staffing levels to Customer as part of its assessment of Customer facilities. HSS is not responsible for any liability resulting from Customer's decision to deploy staffing levels lower than those suggested by HSS.

### III. Personnel and Screening

### III. Personnel and Screening

#### A. Personnel

1. **Facility Security Representative** – Defined as a Customer employee who has administrative responsibility for security.

HSS will provide the Facility Security Representative with an overall orientation to become familiar with the scope and components of the HSS operation and to meet various personnel involved in HSS Security Administration. Facility Orders will be provided to the Facility Security Representative initially at the start of the contract and as revised from time to time. The Facility Security Representative will be provided with all original monthly and quarterly reports.

2. **Security Program Manager / Facility Security Supervisor** – Defined as a HSS employee who is responsible for oversight of the day-to-day security operation at a specific Customer facility or facilities.

The individual(s) are assigned in a management capacity, Monday through Friday on the day shift. These manager(s) will be the day-to-day contact for the Facility Security Representative.

The individual(s) coordinates with the Facility Security Representative on all security operations and all security-related training activities (including the programmed periodic training).

3. **HSS Security Administrative Staff** – HSS will provide administrative leadership and direction for the security program at Customer. Program and system development will be the direct responsibility of the HSS Security Program Manager / Facility Security Supervisor. An HSS Assistant Director of Security Operations and the Vice President of Healthcare Security will supervise the Facility Security Supervisor and will provide administrative oversight of Customer program.

HSS Security Administration will be available to act as a consultant with Customer for management activities, participating as requested on various committees, e.g. Environment of Care Committee, Risk Management, and Emergency Preparedness. HSS will provide professional security support staff responsible for the operational support of the security services provided to Customer. As part of the overall program, administrative support services include, but are not limited to:

- Supervision of Facility Security Supervisor.
- Consultation with Facility Security Representative on specific aspects of security on a periodic basis.
- Annual assessment of risks and vulnerabilities associated with each facility location, clientele, and services.
- Quarterly Security Management Report for Environment of Care Management Committee.
- Monthly activity report for:
  - Security Incident Reports
  - Security Condition Reports

- Specific security program consultation.
- Annual documentation of security program, including performance improvements and program evaluation.

HSS Administrative Staff is available to assist in review of security related aspects of projects which are outside the scope of this Agreement upon request of Customer.

4. **Healthcare Shift Supervisor** – Defined as a HSS working supervisor providing continuous on-site command of the healthcare security operations for specified shifts.
5. **Armed or Unarmed Healthcare Security Officer** – Defined as a HSS armed or unarmed officer with healthcare specific security training providing security protection services in accordance with facility orders and general duties outlined herein.

All HSS personnel assigned to any Customer facility will comply with applicable Customer policies and procedures. HSS assumes no liability resulting from its conformance or compliance with any policy or procedure created or administered by Customer.

Customer agrees that in the event any HSS employee does not perform to expectations it will inform HSS of the nature of the issue and will allow HSS solely to investigate and discipline such employee. Customer may provide information or make recommendations regarding an HSS employee but will not be directly involved in any investigation or disciplinary action of such employee except that Customer can refuse to have such employee assigned to its facilities.

#### B. Screening and Assignment of Personnel

HSS will screen personnel prior to assignment to any Customer facility.

1. All HSS personnel assigned to Customer will:
  - Possess current state license/registration and/or certification, as applicable and appropriate for the service provided to Customer and required by applicable laws, regulations, or accreditation standards.
  - Meet HSS conditions of employment, security clearance and any other applicable hiring criteria.
  - Meet HSS' minimum hiring profile, which includes:
    - High School Education or GED equivalent
    - Age 18 for unarmed positions
    - Ability to effectively speak, read, and write the English language
    - Physical ability required by the position applied for
    - Ability to meet each facility and/or regulatory specification
  - Pass a multi-drug screen
  - Obtain a Motor Vehicle Record check (where legally permitted applicable to the position).
2. HSS will verify the background of each applicant meeting the HSS' minimum hiring profile by checking:
  - Previous employment history (minimum of seven years or to high school)



- Achieved education level. HHS will also complete the following background checks for each HSS Personnel assigned to the Customer:
  1. Clearance for at least the past seven (7) years including at least the following:
    - a. All names
    - b. All counties
    - c. Social Security Number
    - d. Sex Offender Database
    - e. Office of Inspector General (OIG/GSA).
  2. Only Personnel with a PASS grade are accepted for assignment to Customer. Unacceptable hits include:
    - a. Murder
    - b. Sexual offenses/misconduct
    - c. Physical abuse
    - d. Misdemeanor or felony fraud
    - e. Misdemeanor or felony theft
    - f. Misdemeanor involving weapons/violence/cruelty
    - g. Felony assault
    - h. Felony involving weapons/violence
    - i. Felony possession and furnishing (without rehabilitation certificate)
    - j. All pending charges
    - k. Multiple charges – two or more of the same or different nature
    - l. Multiple charges involving driving under the influence (DUI) – two or more on the same date or multiple dates
    - m. Recent DUI charge – those which have occurred within the last 24 months
    - n. Dismissed charges for which the people have presented a reasonable argument to the court against dismissal

Upon request HSS will provide Customer with an attestation showing any individual HSS personnel assigned to Customer has met these Hiring requirements.

HSS will not knowingly retain or employ any individual to provide services under this Agreement who is a former Customer employee not eligible for rehire.

Upon request, HSS will provide Customer copies of HSS policies and procedures related to:

- Personnel competency assessments & evaluations.
- Evidence of accreditation by accrediting body as appropriate to services provided.

3. HSS personnel assigned to Customer will have the following vaccinations, testing or appropriate declinations, prior to beginning work at any Customer facility: Hepatitis B, Respiratory Fit Test, and Tuberculosis Testing (Step 1 and Step 2), Influenza (as seasonally appropriate) and maintain such vaccinations at all times when providing services.
4. Customer has the right to reject the assignment or request removal of any specific security officer at any time and for any reason. Customer, through the Facility Security Representative, will notify HSS Administration, in writing, of its desire to reject or remove an assigned security officer. A rejected or removed officer will be replaced by HSS Administration within a reasonable amount of time depending on

the circumstances. HSS will not be required to replace a rejected or removed officer if it can demonstrate the ability to provide services at levels required this Agreement without replacing such officer.

5. Customer will have the opportunity to participate in the evaluation of each individual provided by HSS. HSS will evaluate each HSS employee no less than annually and will intermittently contact Customer for feedback regarding HSS employee performance.
6. HSS will maintain personnel files to include the following documents as applicable to services provided. A Computerized summary of personnel file information will be readily available to Customer for review upon request.
  - Copy of relevant certifications, registrations, licenses, and picture identification
  - Health Certificate
  - Results of annual competency assessment
  - Infection Control, Universal Precautions, and OSHA Standards for Blood Borne Pathogens In-service Certification as appropriate to services provided
  - PPD results annually
  - Annual Performance Evaluations
  - Criminal Background Checks
  - Motor Vehicle Record Checks
  - Drug/Alcohol Screen
  - Job Description with signature
  - Documentation of Customer orientation

Upon request HSS will provide an Attestation confirming that an individual assigned to Customer has been tested and has met all screening requirements set forth in this Agreement in the form shown in Appendix C to this Agreement.

#### **IV. Training**

- A. Each security officer assigned to Customer will receive the following training:
  1. New employee pre-assignment training
  2. HSS Mission, Vision & Core Values
  3. Facility specific orientation
  4. Public relations and communication
  5. Focus on Security protection responsibilities
  6. Loss control and prevention
  7. Courteous enforcement
  8. Patrol
  9. Liability issues
  10. Report writing
  11. Techniques for Effective Aggression Management (TEAM®)
  12. Use of patient restraints and handcuffing

All HSS security personnel will receive a pre-assignment training and orientation specific to the facility environment. Training and orientation involves approximately thirty (30) hours of formal classroom and field activity training, depending on the officer's background and experience. Pre-assignment training and orientation for any HSS personnel may be in the form of electronic based or paper training designed by Customer

if such form of training is authorized or approved by Customer. Customer will allow HSS adequate and timely access to Facility for orientation purposes.

- B. All security personnel are provided a minimum of six (6) hours of annual in-service training on a periodic basis throughout the calendar year. Annual in-service training is scheduled monthly with TEAM® recertification occurring in the 4<sup>th</sup> quarter each year. Training is intended for update purposes and consists of a review of modified facility orders, discussion of current security topics, and a review of the program by the Facility Security Representative. All such training is documented in the individual officer's training record. The Facility Security Representative will be invited to participate in these sessions.
- C. HSS will require that security officers pursue IAHS Basic Officer Certification within one (1) year of employment with HSS.

HSS provides the IAHS Advanced Security Officer Certificate Program and the Supervisory Certificate Program, which requires twenty (20) hours of additional training for each program. HSS will require that all Shift Supervisors and the Facility Security Supervisors obtain the IAHS Advanced Officer & Supervisor Certificates within eighteen (18) months of assignment.

## V. Program Records/Reports

### A. Facility Orders and Post Orders

It is the responsibility of Facility Security Representative to approve HSS Facility Orders and Post Orders. HSS will maintain Facility Orders and Post Orders at Customer facility. Facility orders must be approved and signed by the Facility Security Representative and will define the mission and scope of security activities, policies, and procedures for the specific facility. Copies of the Facility Orders and Post Orders will be maintained by the Facility Security Representative, the Facility Security Supervisor, and HSS Administration. Facility Orders and Post Orders will be continuously updated with a formal review once per year conducted with and approved by the Facility Security Representative. Facility Orders and Post Orders are property of HSS. Customer shall receive one copy of the Facility and Post Orders which it may keep and use for any legitimate purpose.

### B. Security Manual

HSS will provide a manual which outlines facility specific security policies and procedures ("Security Manual"). Customer acknowledges that the Security Manual contains proprietary information of HSS and agrees that it will handle the Security Manual in accordance with "Confidentiality" provision of this Agreement. The Security Manual is property of HSS. Customer shall receive one copy of the Security Manual which it may keep and use for any legitimate business purpose.

### C. Documentation Review

In addition to the documentation described above, a proactive documentation system will be provided by HSS which will outline the security program, define the activity of the

security staff, and allow for a mechanism to evaluate the effectiveness of the security-related activities. The following are included in the system:

- Security Officer Employment Guidelines – available for review upon request.
- Monthly Security Recap Report – distributed monthly to the Facility Security Representative.
- Security Incident Reports – distributed daily to the Facility Security Representative.
- Daily Activity Reports – available for review by the Facility Security Representative.
- Parking Report/Employee Parking Violation Records – distributed daily to the Facility Security Representative.
- Shift Pass-on Log – available for review by the Facility Security Representative upon request.

Completed report forms described in this section V (C) are property of Customer.

#### D. Investigations

Investigations (not involving HSS personnel) may be authorized in advance by the Facility Security Representative. The initial investigation and general follow-up of major security incidents is conducted by the Security Program Manager / Facility Security Supervisor or the HSS Investigations Division after consultation with and the approval of, the Facility Security Representative or higher Customer authority. Investigators will conduct inquiries in a manner that complies with Customer policies, and state and federal law, including specifically policies relating to patients' rights and confidentiality.

Recommendations will be made to the Facility Security Representative following the investigation. The Facility Security Representative will be responsible for follow-up recommendations as a result of investigations.

Special surveillance and undercover operations will not be considered investigative services. HSS will only provide such services upon request of Customer. The Parties will mutually agree upon the rates for these services which will be invoiced as Special Invoices as defined in section VI (G).

Documentation associated with investigations are the property of Customer.

### VI. Staffing/Billing Rate

- A. HSS will provide the healthcare specific security program at the rates specified. An annual budget summary and staffing coverage for Customer facilities is provided in Appendix B. Customer shall pay HSS for services performed in accordance with the terms of Appendix B. Maximum payments by Customer to HSS shall not exceed \$ 835,600 annually including all expenses unless by an amendment in writing mutually agreed to by the parties. The Customer is not responsible for any fees or costs incurred above or beyond the contracted amount unless authorized by an amendment in writing mutually agreed upon by the parties and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Appendix B, Customer shall not be responsible for payment of any of HSS's expenses related to this Agreement.

- B. No price increases will be permitted during the two years of this Agreement (If applicable). All price decreases (for example, if HSS offers lower prices to another governmental entity) will automatically be extended to Customer. Customer requires written proof satisfactory to Customer of cost increases prior to any approved price adjustment. After the second year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by Customer. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by Customer and approved (if needed) for budget funding by the Board of Supervisors. Thereafter rates will be mutually negotiated by the Parties thirty (30) days prior to the end of each calendar year subject to a minimum increase based on the Consumer Price Index (CPI) for the region where services are provided.
- C. Rates may be subject to change in the event that the costs to HSS of providing services or benefits for its employees increase, directly or indirectly, as a result of any increase in federal or state taxes, licensing fees, increases to Workers Compensation, state unemployment insurance or health care reform or wage laws. HSS will notify Customer, in writing, of any increase to rates no less than thirty (30) prior to any increase taking effect. Rate changes will automatically go into effect on the first day of each County fiscal year.
- D. Extraordinary security coverage ("Overtime") will be considered to occur in the event any of the following are pre-approved by Customer:
- i) specific security officer(s) are requested by Customer to work more hours than a regularly scheduled shift.
  - ii) additional temporary coverage above staffing levels stated in Appendix B is requested without providing HSS at least one-week notice ("Overtime Notice").
  - iii) staffing levels are increased as a result of a labor action, including but not limited to strikes or protests, at any facility listed in Appendix A or any location requested by Customer. Overtime will apply regardless of whether or not Overtime Notice has been provided.
  - iv) additional staffing requests exceed the daily hours of contracted services for the facility stated in Appendix B by Ten Percent (10%) or more, regardless of whether or not Overtime Notice has been provided. Overtime will apply until staffing levels return to the levels reflected in Appendix B, or Appendix B is amended to reflect the increased staffing levels.
- Overtime will be invoiced at one-and-one-half (1.5) times the standard invoice rate ("Overtime Rate").
- E. Customer shall be invoiced for services provided under this Agreement on a bi-weekly basis.
- F. HSS will send all invoices electronically to Customer's designated contact. Customer agrees to pay in full all invoices within twenty-one (21) days of receipt. Customer agrees to make all payments due hereunder by electronic funds transfer to an account designated by HSS. Customer reserves the right to correct errors within twenty-one (21) days from the date of receiving the invoices, after prior notification and discussion with HSS, and pay

to HSS only corrected amounts. Customer may not delay payment of undisputed portions of invoices. If a portion of an invoice is disputed, HSS will send a new invoice for the undisputed amount. Customer shall have twenty-one (21) days to pay the new invoice if undisputed.

- G. HSS is a multi – industry service provider. Customer will have the right to purchase any service provided by HSS under this Agreement. Any services purchased by Customer that are different than services stated in this Agreement or its attachments (“Non Security Services”) may be invoiced separately. The Parties may mutually agree to separate invoicing and payment terms for Non Security Services. If Customer purchases Non Security Service and the Parties do not agree to separate invoicing and payment terms, the invoicing terms of this Section VI of the Agreement shall apply.

## **VII. Warranties**

- A. HSS represents and warrants, while this Agreement is in effect, that HSS and HSS representatives:
  - 1. Are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “Federal health care programs”);
  - 2. Are not convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and
  - 3. Are not under investigation or otherwise aware of any circumstance which may result in HSS or any of HSS representatives being excluded from participation in the Federal health care program.

HSS will immediately notify Customer of any change in the status of the representation and warranty set forth in the Section.

- B. Customer warrants that it is a duly organized entity in good standing and that it has all the requisite power and authority to execute and perform all obligations created by this Agreement.

## **VIII. Termination**

- A. Either party may terminate this Agreement without cause upon ninety (90) days written notice served upon the other party stating the extent and effective date of termination.
- B. Either party may terminate this Agreement for cause if the other party is in breach of any material term or condition stated herein. Except as specified in sections VIII (B),(C), (D), or (E) below, in the event a breach occurs, the non-breaching party will provide the breaching party with written notice specifying the nature of the breach and allow for thirty (30) days opportunity to cure (“Cure Period”). If cure is not completed within the Cure Period, the Agreement will automatically terminate for cause on the day following expiration of the Cure Period.
- E. If either party:
  - i) becomes bankrupt or insolvent,



- ii) has a receiving order made against it or takes the benefit of any status relating to bankruptcy or insolvent debtors, or
- iii) an order is made or resolution passed for the winding up of the party

the other party will have the right to immediately terminate this Agreement for convenience. Termination shall become effective upon delivery of written notice which shall specify the cause for termination under this section VIII (D).

- F. If HSS personnel are exposed to extraordinary or unreasonable work conditions that endanger their mental or physical wellbeing due to their work environment, an unsafe work environment will be deemed to exist. In the event of an unsafe work environment, HSS will have the right to immediately suspend services and provide Customer written notice and opportunity to cure. If the conditions causing the unsafe work environment are not cured within (10) days HSS will have the right to terminate this Agreement for cause.
- G. Upon termination of this Agreement, HSS will immediately discontinue services and will not invoice Customer for any services after the effective date of such termination. Upon termination of the Agreement, Customer will immediately pay HSS for any amounts due for services provided prior to the effective date of termination.

#### **X. Indemnification, Insurance, Limitation of Liability**

- A. Indemnification: Customer hereby indemnifies and holds HSS harmless from and against any and all liability, losses, damages, claims, causes, or actions, and any expenses associated therewith (including reasonable attorney's fees) caused or asserted to have been caused by or as a direct result of Customer's negligence or willful misconduct in connection with this Agreement..
- B. HSS hereby indemnifies and holds Customer harmless from and against any and all liability, losses, damages, claims, causes, or actions, and any expenses associated therewith (including reasonable attorney's fees) caused or asserted to have been caused as a direct result of HSS' negligence or willful misconduct in connection this Agreement.
- C. The indemnity provided hereunder will apply to any claim, action, liability, or cost, regardless of when filed, brought, or incurred. Customer and HSS each agree to notify the other within thirty (30) days of the date they are notified of any claim, action, or liability, which arises, or which potentially creates any liability or loss otherwise potentially triggers the indemnity obligations under this contract.
- E. Insurance

During the term of this Agreement, each party agrees that it will keep in force insurance policies issued by an insurance carrier authorized to do business in the State of California, in the minimum amounts specified below. Each party shall notify the other within thirty (30) days of receiving notice of cancellation of any coverage described below.

1. Workmen's Compensation and Employer's Liability as required by state statutes.
2. **For HSS:** General Liability, Personal Injury, Professional, Automobile Liability (including bodily injury and property damage) with minimum coverage of:

	<u>Aggregate</u>	<u>Per Occurrence</u>
Commercial General Liability/ Professional Liability	\$3,000,000	\$3,000,000
Automobile Liability	\$3,000,000	\$3,000,000

3. **For Customer:** General Liability, Personal Injury, Professional, Automobile Liability (including bodily injury and property damage) with minimum coverage of:

	<u>Aggregate</u>	<u>Per Occurrence</u>
Commercial General Liability/ Professional Liability	\$3,000,000	\$1,000,000
Automobile Liability	\$1,000,000	\$1,000,000

4. Each party shall name the other as an additional insured on all liability policies. Customer shall meet its obligations with a program of self-insurance.

## **XI. Arbitration**

Any dispute that arises between the Parties in connection with this Agreement will be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitrator will be decided by AAA processes and procedures. The results of the arbitration will be binding. Any arbitration between the Parties will take place in Riverside California and will apply the laws of the State of California, exclusive of its conflicts of law provisions. The prevailing party in any such arbitration will be entitled to reimbursement from the non-prevailing party for any legal costs, fees or other types of expenses associated with arbitration.

## **XII. Confidentiality**

- A. Each party agrees to protect, safeguard and not disclose to any third party any confidential information of the other it receives or gains access to as a result of the relationship between the parties. Confidential Information is defined as financial information, technical information, pricing, manuals, techniques, training methods, client lists, documentation or processes concerning HSS' security program, third party information of Customer's patients including Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) and any other forms of communication regarding services provided under this Agreement whether oral or written ("Confidential Information").
- B. HSS will ensure that its employees, agents, and subcontractors are aware of the confidential nature of information of Customer, and that each such employee, agent, or subcontractor agrees to maintain confidentiality of Confidential Information to which he/she has access or views.
- C. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Confidentiality section and that the aggrieved party will be entitled to specific performance and injunctive and other equitable relief for any such breach. Such remedies will not be deemed the exclusive remedies for a breach of this section but will be in addition to all other remedies at law or in equity available to the parties.
- D. Notwithstanding anything to the contrary herein, Confidential Information will not include:

1. Information that becomes lawfully known or available to the receiving party from a source other than the disclosing party without breach of this Agreement by the recipient.
2. Information developed independently by the receiving party.
3. Information that is within, or later falls within, the public domain without breach of this Agreement by the recipient.
4. Information publicly disclosed with the written approval of the other party.
5. Information disclosed by the disclosing party to others on a non-restricted basis.
6. Information disclosed in response to a judicial order or the order of an agency which regulates and/or licenses Customer's operations.

### **XIII. Intellectual Property, Trademarks, Logos**

- A. HSS may, during the course of the Agreement, provide Customer with proprietary material created by HSS for commercial use, including but not limited to its TEAM® or ED® Safe programs ("Licensed Products"). Customer agrees that it will not remove, conceal, or change any trademark, service mark, trade name, or logo from any Licensed Products or associated documentation provided by HSS. Customer agrees that it will not affix any trademarks or service marks of HSS or any similar terms to any other goods, use the same in connection with any services, or use the same in Customer's business or company name.
- B. Customer agrees to notify HSS promptly of any use of HSS's names or marks or any similar marks by any third party.
- C. Except in accordance with this Agreement, unless prior written consent is obtained from HSS, Customer shall not copy, modify, re-sell or sublicense any manuals, documentation or other materials provided by HSS.
- D. Customer and HSS hereby agree that any information about the Licensed Products or relating to HSS's product development or business activities received under this Agreement, whether for internal use or otherwise and whether provided verbally, in writing, or in any other medium, is and shall be treated as the Confidential Information and property of HSS. Customer shall hold such information in strictest confidence and shall exercise and shall obligate all of its employees to exercise a high degree of care to safeguard the confidentiality of the information during the term of this Agreement and three (3) years thereafter.

### **XIV. Additional Terms**

- A. Notices. Any and all notices or other communications required or permitted under this Agreement will be in writing and will be delivered either by personal delivery; fax; telegram; mailgram; email (if acknowledged); by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to Customer:  
Riverside University Health System  
Attn: Inpatient Treatment Facility - Administration  
9990 County Farm Road  
Riverside, CA 92503

If to HSS:  
Health Care Security Services of California, Inc.  
Attn: Dean R. Sobcoviak, Vice President  
6267 Southfront Road  
Livermore, CA 94551

or to such other person or address as either party will have previously designated to the other by written notice given in the manner set forth above. Notices will be deemed given three (3) days after sent or delivered.

- B. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the written consent of the other party.
- C. Work Product. Completed reports and records associated with the services provided by HSS hereunder are “works made for hire” and shall belong to Customer. If for any reason such documentation is not considered “work made for hire”, HSS hereby irrevocably transfers and assigns to Customer all right, title and interest therein. HSS retains the intellectual property rights to any manuals, materials, designs or concepts not designed specifically for this Agreement, or created, developed or initiated by HSS prior to entering into this Agreement.
- D. Independent Contractor. HSS agrees and certifies that it is performing under this Agreement as an independent contractor and not as an employee, agent, partner, or participant in a joint venture, with Customer. It is understood and agreed that each party together with its agents, employees and assigns, is at all times acting as an independent corporation or entity, and that neither has any expressed or implied authority to assume or create any obligation or responsibility on behalf of, or in the name of the other party.
- E. No Third Party Beneficiaries. Services provided hereunder are solely for Customer. No other person or entity is a party to this Agreement. HSS does not assume the duty to protect any third party’s property or personal safety by entering into this Agreement.
- F. Records Available. HSS hereby agrees to make available to the Secretary of Health and Human Services (HHS), the Comptroller General of the Government Accounting Office (GAO), or their authorized representative, all contracts, books, documents, and records relating to the nature and extent of the cost hereunder for a period of four (4) years after the furnishing of services herein. In addition, HSS hereby agrees if services valued at \$10,000 or more over a 12-month period are to be provided by subcontract with a related organization, to require by contract said subcontractor to make available to the HHS and GAO or their authorized representatives all contracts, books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after furnishing the service thereunder.
- G. Advertising. Neither party will advertise the relationship created between the parties by this Agreement without the prior written consent of the other party.
- H. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of each party to this Agreement and their respective successors and assigns.

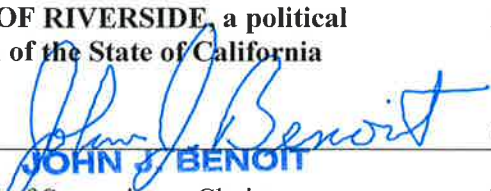
- I. Waiver. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder.
- J. Severability. In the event that any provision of this Agreement will, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- K. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any duty or obligation stated or implied by this Agreement if the cause of such failure or delay results from circumstances or causes beyond its reasonable control.
- L. Remedies Cumulative. Any rights and remedies of either party described in this Agreement are cumulative and in addition to any other rights and remedies provided by law.
- M. Survivability. Sections IX, X, XI, XII, XIII, and XIV(C) will survive termination of this Agreement, regardless of the cause of termination.
- N. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of State of California, exclusive of its conflicts of laws provisions.
- O. Entire Agreement/Amendment. This Agreement, including attachments, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements, and representations, all of which are merged herein. No amendment or modification of this Agreement will be effective unless it is in writing and executed by the parties


IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written above

Accepted by:

**COUNTY OF RIVERSIDE, a political  
subdivision of the State of California**

**Health Care Security Services of California,  
Inc.**

Signature: 

Signature: 

Title: Board of Supervisors, Chairman

Title: President & CEO

Date:

**JUL 12 2016**

Date:

05.31.2016

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: 

Martha Knutson,  
Deputy County Counsel



**Scope of Service and Facilities****1.0 GENERAL INFORMATION**

- 1.1 The County of Riverside (Customer) / RUHS Medical Center Arlington Campus desires a favorable image and considers it to be a major asset of a security services. HSS's employee appearance, attitude, courtesy, job knowledge, and training are influential in creating a favorable image. Security guards shall have normal concerns for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or abuse against themselves or other persons in the area.
- 1.2 Should there be a change in the RUHS Medical Center Arlington Campus' requirements for security services: contactor will adjust the number of security guards when required. The Customer / RUHS Medical Center Arlington Campus will endeavor to give contractor at least a 24 (twenty-four) hour written or verbal notice whenever there is to be an increase or decrease in the number of security guards. Any change in security guards shall not affect the quoted man-hour rate to be paid for the service provided.
- 1.3 In an effort to be able to respond effectively to any and all situations that may arise, the RUHS Medical Center Arlington Campus staff shall not possess direct supervisory authority over security guards while duty: all directives will come from HSS. If any direction is given to a guard, is only to be used to focus the security guard's attention to a particular situation and is not intended to replace or disrupt HSS's employee relationship with each security guard.
- 1.4 The Customer prohibits the use of arrest powers by security guards. Security guards powers of arrest are no greater than that of a private citizen. HSS shall assume full liability for any of their employees in the exercising of any HSS policy authority. When necessary, the proper policy authority shall be summoned. Security guards shall not use force, except that, absolutely necessary for self-defense. Security guards shall always be cooperative with authorized emergency services, by providing assistance, while not interfering in the performance of their duties.

**2.0 CONTRACTOR'S SECURITY SERVICES MUST:**

- 2.1 Lawfully prevent unauthorized access and secure areas within RUHS Medical Center Arlington Campus facility.
- 2.2 HSS must be licensed by the State of California in order to perform services as required.
- 2.3 Investigate the background and references of each security guard that would be assigned to the RUHS Medical Center Arlington Campus and confirm each guard's past record of honest and law abiding behavior. Advise RUHS Medical Center Arlington Campus of the results of these

### Scope of Service and Facilities

- investigations as they relate to security guards that are or could be assigned to the RUHS Medical Center Arlington Campus.
- 2.4 Copy of permanent (not temporary) Individual California Guard Registration card.
- 2.5 Quality and experience of security guards and the service provided will be a critical element of the contract. All unarmed security guards shall meet the requirements (possession of a current guard registration permit) of the California State Department of Consumer Affairs, Bureau of Collections, and Investigations. Membership in the American Society for Industrial Security (ASIS) will be considered desirable. Additional information concerning ASIS can be obtained at [www.asisonline.org](http://www.asisonline.org).
- 2.6 HSS's security guards shall be trained, and in addition, must be trained in CPR / basic First-Aid from American Heart Association, the use of all-purpose fire extinguishers, drug/narcotics identification, bomb threat situations, and be specifically trained for each piece of security equipment carried. Provide a copy of CPR / First Aid Training card (American Heart Association) for each security guard that will be assigned to the RUHS Medical Center Arlington Campus upon Customer request.
- 2.7 The HSS shall, at the HSS's expense, have all assigned guards complete an established HSS's training program as specified in Section IV of this Agreement, and shall make evidence of such training available upon request of the RUHS Medical Center Arlington Campus.
- 2.7.1 Cross-train all security guards on RUSH Medical Center Arlington Campus at all posts to ensure proper coverage in the event of call-offs.
- 2.7.2 Security guards trainees who have not been previously assigned to RUHS Medical Center Arlington Campus shall receive formal training prior to being assigned to RUHS Medical Center Arlington Campus. In addition, they are required to receive on-site training with a HSS's Supervisor and each Security guard will be provided a facility orientation by RUHS Medical Center Arlington Campus Administration prior to being schedule to work.
- 2.7.3 Security guard Supervisor shall provide trainees with additional annual training that will enhance their understanding of the RUHS Medical Center Arlington Campus Mission and Vision.
- 2.7.4 HSS shall maintain training logs that document security guard name, training topic, date of training, length of training, and the printed names and signatures of both the security receive the training and the instructor conducting the training and provide a copy to RUHS Medical center Arlington Campus.
- 2.8 HSS shall maintain documentation in each security guard employee file as referenced in Section III, B, 6 of the Agreement and shall include but not limited to the following:

**Scope of Service and Facilities**

- 2.8.1 One current color photograph (at least 2" X 3" full face front, head and shoulders only)
- 2.8.2 Pre-Employment Physical Examination, all necessary health screenings and drug/alcohol testing.
- 2.8.3 Copy of CPR / First Aid (American Heart Association) card
- 2.8.4 HIPAA Acknowledgement form
- 2.8.5 Copy of all required training documentation
- 2.8.6 Live Scan criminal history check through the Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI); to include sex offender check for all 50 states.
- 2.8.7 Copy of the CPR / First Aid (American Heart Association) certification/completion.
- 2.8.8 Copy of all required training documentation.
- 2.9 It is required that the successful HSS staff this assignment with the same security guards on a continual basis until such time the RUHS Medical Center Arlington Campus Administration determine otherwise.
- 2.10 Notify RUHS Medical Center Arlington Campus Administration designee immediately when guards at the assigned posts per schedule are absent or tardy.
- 2.11 It is required that the security facility supervisor will perform on-site daily visits on alternating shifts to evaluate each security guard on duty, as a minimum, once per week per shift.
- 2.12 It shall be the responsibility of HSS, to perform a physical inspection of the facility with the RUHS Medical Center Arlington Campus Operations Manager / Administrator to prepare a vulnerability assessment of the complex and to coordinate a written set of instructions for security guards at each duty post. HSS is to work with RUHS Medical Center Arlington Campus to coordinate scheduled inspections. HSS is to work with RUHS Medical Center Arlington Campus to develop a partnership in security and to give feedback on security issues.
- 2.13 HSS Supervisor Quality Assurance Requirements include at the minimum, weekly (unannounced or announced) inspections of each RUHS Medical Center Arlington Campus posts where security guards are assigned. Inspections are to be conducted by the HSS (management personnel), and shall be documented in a Weekly Activities Report log. HSS will work with the RUHS Medical Center Arlington Campus to coordinate scheduled inspections. The HSS is expected to make contact with the RUHS Medical Center Arlington Campus to determine the progress of the services provided, identify problems that need to be addressed, and offer immediate measures. Areas that are deemed more vulnerable may be inspected on a more frequent basis. Meetings will also be held upon request of either the RUHS Medical Center Arlington Campus or HSS.
- 2.14 HSS's management personnel are required to review the Post Orders for completion, accuracy, address RUHS Medical Center Arlington Campus directives, ensure that all security guards are trained to execute the duties required of their posts, and that each security guard is following the

### Scope of Service and Facilities

written set of instruction at each post. Post Orders are to remain on-site at each post where a security guard is assigned.

- 2.15 HSS may recommend necessary physical and systems upgrades.
- 2.16 Security guards shall log and report (on a daily basis) all serious incidents before the end of shift to the RUHS Medical Center Arlington Campus Administration including, but not limited to, any bomb threats, accidents to any member of the public or RUHS Medical Center Arlington Campus staff and /or vehicles, acts of violence, theft, and for all incidents which require the response of emergency services. Any incidents that involve injury, property damage, criminal activity, law enforcement/paramedic/fire department response, or the use of force must be immediately reported to RUHS Medical Center Arlington Campus Operations Manager or designee. The Incident Report is to be reviewed and signed off by HSS's management personnel and within 24-hours of the incident, provide a copy to the RUHS Medical Center Arlington Campus Administration with the matching shift log.
- 2.17 Security guards will ensure that visitors entering a secured area have been signed in and issued a visitor's pass by RUHS Medical Center Arlington Campus Administration staff. In addition, Security guards will record visitors and their reason for being at the facility after normal business hours including vehicle number, license plate, make and model of the vehicle.
- 2.18 The security guard's appearance, attitude, politeness, and job knowledge are influential in creating a professional image. No smoking, use of cell phones, reading of unauthorized material, eating, napping or grooming shall be permitted while security guards are in public view. No personal phone calls will be permitted, except in an emergency. No use of hand held electronic games or multi-media devices such as an iPod or MP3 shall be permitted while security guards are on duty. Consistent with this is the expectation that guards will be focused on being alert to their surroundings at all times while on duty and will not be engaged in any activities that distract them (i.e., sleeping, reading, eating, smoking, personal cell phones etc.) from the performance of their assigned duties.
- 2.19 Must be capable of providing service to RUHS Medical Center Arlington Campus at all locations listed without using subcontractors.
- 2.20 Annual assessment of high-risk security process and other vulnerabilities associated with each RUHS Medical Center Arlington Campus location, clientele and services.
- 2.21 Joint Commission compliance and activities to include security management reporting for the Environment of Care Management Committee and Annual Effectiveness Evaluation.
- 2.22 Required documentations required for each security program, including facility orders, competency tasks, security awareness activities, and strategic planning.

### Scope of Service and Facilities

- 2.23 Quarterly customer business reviews with Hospital Administrator / Operations Manager and semi-annual business reviews with Hospital leadership and key stakeholders.
- 2.24 Security guards will ensure that visitors entering a secured area have been signed in and issued a visitor's pass by RUHS Medical Center Arlington Campus Administration staff.
- 2.25 When observing suspicious persons, packages, and activity in the lobby area, security guard will report it immediately to RUHS Medical Center Arlington Campus Administration or the Duty Officer / House Supervisor (if after hours and/or weekend). Security guard must complete an incident report for each event.
- 2.26 Security guard shall have knowledge of how to contact Riverside Police and/or fire authority in case of a real emergency, as well as notify appropriate RUHS Medical Center Arlington Campus Administration and Duty Officer / House Supervisor if after hours.
- 2.27 Security guard will wand patients and/or visitors prior to entering designated secured areas in the facility.
- 2.28 In Code Blue medical emergency and Code Green situations, security guards will assist only as requested by RUHS Medical Center Arlington Campus Administration, Duty Officer / House Supervisor or designee.

### **3.0 SECURITY GUARDS**

- 3.1 Develop written Post Orders that describe the security plan and specific post duties for each location that a security guard is to be assigned. On-time response scenario and situations should be included within these instructions. Post Orders shall be approved by the RUHS Medical Center Arlington Campus and will include, but are not limited to the following:
  - 3.1.1 Timing of specific duties, such as locking and opening doors, record on Daily Activity Report (DAR) all emergency codes, unit rounds, vehicle patrol rounds, and AWOL's.
  - 3.1.2 Checking critical devices such as the security system alarm and/or fire panel, valves or gauges, as required per facility on an as needed basis;
  - 3.1.3 Required reading and signing updates of Post Orders to document the guard's understanding and compliance; and
  - 3.1.4 HSS's management personnel documentation of post checks and on-the-job training.
- 3.2 The security guard on duty at certain locations - defined as Suite 4 ETS Triage Entrance, Suite 3 Courtyard Employee Entrance and Suite 4 Employee Entrance - will also perform external security "perimeter" checks of outside doors and parking areas within complex at least every two (2) hours.

### Scope of Service and Facilities

- 3.3 Security guard is required to notify HSS of being given any RUHS Medical Center Arlington Campus owned keys. Security services management will establish guidelines, orders and safeguards for such items.
- 3.4 Security guard is required to have his/her own safety gear.
- 3.5 All assigned security guard will carry and be fully trained in the use of portable communications units provided by HSS (cell phones, radios) and maintain the ability to readily communicate with other agencies, such as fire, police, and ambulances at all times during working hours. Cell phone numbers shall be made available to RUHS Medical Center Arlington Campus Administration for emergency response.
- 3.6 Security guards shall have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations, which would encourage violence or abuse against them or other persons in the area.
- 3.7 Security guard shall patrol RUHS Medical Center Arlington Campus on foot or with a vehicle patrol unit checking all interior, exterior doors, and facility grounds according to established guidelines specified in the Post Orders for the location in which the officer has been assigned. Security guard must also log in as indicated in the Post Orders for RUHS Medical Center Arlington Campus.
- 3.8 Security guards shall monitor the surveillance monitor (if provided) for any unusual or suspicious behavior and investigate as necessary.

Security guards shall, at a minimum, adhere to security services in accordance with AB2880, Chapter 886 Of Statutes of 2002, escort RUHS Medical Center Arlington Campus employees to their vehicles (if required), and summon the appropriate police/fire authority and/or appropriate RUHS Medical Center Arlington Campus staff, when necessary.

#### 4.0 UNIFORMS

- 4.1 Security guards shall be outfitted in professional uniforms appropriate to the type of assignment that they are working.
  - 4.1.1 **Design**
    - 4.1.1.1 Shirt with logo patch
    - 4.1.1.2 Coordinated trousers
    - 4.1.1.3 Coordinated belt
    - 4.1.1.4 Cap with metal badge
    - 4.1.1.5 Uniform coat
    - 4.1.1.6 Security guard badge
    - 4.1.1.7 Garrett, or equivalent security wands (minimum of 2) provided by HSS.



**Scope of Service and Facilities**

- 4.1.1.8 Two-Way walkie talkie type radio provided by HSS.
- 4.2 CONTRACTOR logo must be identified on the uniform.
- 4.3 Wear clean, pressed, full uniform at all times while on duty. Security guards are expected to maintain a clean and professional appearance. Uniform will be in unity with the time of season. Security guard's personal appearance must be exemplary. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

**5.0 LOCATIONS AND HOURS**

- 5.1 RUHS Medical Center Arlington Campus Inpatient Treatment Facility (ITF) and Emergency Treatment Services (ETS).
- 5.2 RUHS Medical Center Arlington Campus Psychiatric Inpatient Treatment Facility (ITF) and Emergency Treatment Services (ETS) located at 9990 County Farm Road, Riverside, CA 92503. This location requires security services twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.
- 5.3 The ITF is licensed for 77 inpatient beds and provides intensive and acute psychiatric treatment to admitted patients who can be voluntary or involuntary. The ETS serves as a psychiatric emergency department for patients experiencing a psychiatric crisis and/or are in acute mental distress. Security guard is required to stay on the premises while on break and lunch.

**Payment Provision**  
Annual Budget Summary

<b>RCRMC Inpatient Treatment Facility</b>						
Service	FTE	Weekly Hours	Bill Rate	Pay Rate	Monthly Costs	Annual Costs
Security Facility Supervisor	1.0	40	\$ 30.08	\$ 20.00	\$ 5,214	\$ 62,566
Security Shift Supervisor	3.2	128	\$ 25.19	\$ 16.25	\$ 13,972	\$ 167,665
Security Officer	12.6	504	\$ 20.20	\$ 13.00	\$ 44,117	\$ 529,402
Temporary Staffing Surcharge			50% of Unit Rate			Invoiced as used
Holiday Surcharge (included in invoice rates)						
<b>TOTAL:</b>	<b>16.8</b>	<b>672</b>			<b>\$ 63,303</b>	<b>\$ 759,633</b>

Rates are effective until 06-30-17

**Notes to Pricing:**

\* Pricing provided on this spreadsheet is all inclusive for the scope of security services requested. There will be no surprises or separate billings. HSS pricing will not change unless you change the scope of services or request additional services. Any changes will be pre-approved prior to implementation.

**TOTAL CONTRACT PRICING :**

Total Annual Costs \$759,633.00  
10% Contingency \$ 75,963.30  
 Sub-total Annual \$835,596.30

**Total Rounded To \$835,600.00**