



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
15.2
(ID # 9021)**

MEETING DATE:
Tuesday, March 12, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Second Amendment to the Healthcare Security Services Agreement for Health Care Security Services Between County of Riverside and Health Care Security Services of California, Inc; Districts 1 and 5; [Annual Cost \$1,851,908; up to \$185,190 in additional compensation – 100% Hospital Enterprise Fund].

RECOMMENDED MOTION: That the Governing Board:

1. Ratify and approve the Second Amendment to the Healthcare Security Services Agreement for Health Care Security Services between the County of Riverside on behalf of Riverside University Health System and Health Care Security Services of California, Inc, effective August 1, 2018 through July 31, 2019, with two one-year renewal option and increase the annual maximum contract amount by \$586,929 from \$1,264,979 to \$1,851,908, and authorize the Chairman of the Board to sign said amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the Agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total contract amount.

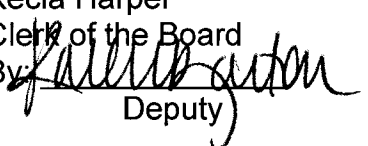
ACTION:Policy


Jennifer Crutshank Chief Executive Officer – Health System 2/13/2019

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 12, 2019
xc: RUHS-Medical Center, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,851,908	\$ 0	\$ 1,851,908	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Second Amendment to an existing Professional Service Agreement with Health Care Security Services of California, Inc. ("HSS"). This Amendment includes a revised scope of work that increases the contract by \$586,929 annually to place a Security Program Manager over the 362-bed Moreno Valley-based Medical Center and the 77-bed psychiatric inpatient and emergency treatment campus in Riverside. The revised contract also includes an annual contingency that would allow RUHS flexibility to increase campus security during unplanned largescale events such as a disaster. The amended contract also recognizes the growing role of specially trained healthcare security professionals who actively assist hospital and Riverside County Sheriff's personnel in maintaining safety and security at both campuses. It also reflects the growing role HSS will plan in the management of security within the Medical Center to include security sweeps and thorough walks through of facilities. The contract allows RUHS the nimbleness to 'right size' its security response and free up Sheriff's personnel who currently are responding to incidents where there is no imminent threat but where trained de-escalation is required. HSS has a strong record in holding its employees accountable and communicating back to RUSH management how issues are resolved.

HSS provides security to over 250 healthcare facilities nationwide. The company has been providing outstanding services at the Riverside psychiatric campus since the Board of Supervisors approved the initial Agreement July 21, 2016; Agenda Item No. 3-57. Prior to contracting with HSS, the health system struggled to find adequate security detail, employing no less than half a dozen agencies whose personnel were untrained in health security and unable to provide patient de-escalation and hands-on help. HSS provides security details that have undergone special training in de-escalation management in a healthcare environment. Unlike prior security companies, HSS personnel assist RUHS employees and Sheriff's deputies directly. HSS has been integral to RUHS' efforts to successfully decrease patient-on-patient and patient-on-employee incidences at the Riverside campus and deploying them to respond at the Medical Center will allow Sheriff's deputies to focus on external security and high-level threats.

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HSS personnel will also augment security during construction of the medical office building and assist with traffic management.

Impact on Citizens and Businesses

The Medical Center, its 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 experiences positive benefits from the presence of a thriving regional health system and level II trauma center.

Security is important for the patients, visitors and personnel at the Moreno Valley-based medical center and the psychiatric campus in Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

The table below illustrates the annual budget amount per fiscal year.

FY 2016/2017	FY2017/2018	FY2018/2019	FY2019/2020	FY2020/2021	TOTAL
\$390,345	\$1,264,974	\$1,851,908	\$1,851,908	\$1,851,908	\$7,211,043

Contract History and Price Reasonableness

On July 12, 2016, Agenda Item No. 3-57, the Board approved a Healthcare Security Services Agreement with Healthcare Security Services of California, Inc. (HSS) effective September 1, 2016 through July 31, 2018, with the option to renew for three additional years in the amount of \$835,600 annually specifically for the Inpatient Treatment Facility/Arlington Campus. On July 25, 2017, Agenda Item No. 3.51, the Board approved a First Amendment to the Professional Services Agreement in order to expand health care security guard services to the Medical Center in Moreno Valley increasing the maximum contract amount to \$1,264,974 annually.

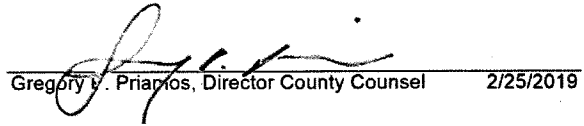
This Second Amendment to the Professional Services Agreement renews the services through July 31, 2019, with the option to renew for two additional years and expands the scope of work to add a Program Security Manager, to supervise and coordinate security services at both Moreno Valley and Riverside campuses.

ATTACHMENTS:

Attachment A: SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR HEALTH CARE SECURITY SERVICES BETWEEN COUNTY OF RIVERSIDE AND HEALTH CARE SECURITY SERVICES OF CALIFORNIA, INC.

SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


Teresa Summers, Director of Purchasing 2/14/2019


Gregory V. Priapros, Director County Counsel 2/25/2019

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR
HEALTHCARE SECURITY GUARD SERVICES BETWEEN COUNTY OF RIVERSIDE AND
HEALTH CARE SECURITY SERVICES OF CALIFORNIA, INC.**

This Second Amendment to the Professional Service Agreement for Healthcare Security Guard Services (“Second Amendment”) is entered into by and between Health Care Security Services of California, Inc., a California corporation (herein referred to as "HSS"), and the COUNTY OF RIVERSIDE (herein referred to as “COUNTY”), a political subdivision of the State of California on behalf of Riverside University Health System, (herein referred to as "RUHS"), sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, COUNTY and HSS entered into that certain Professional Service Agreement for Healthcare Security Guard Services, approved July 12, 2016, Agenda Item No. 3-57 and effective September 1, 2016, (the “Agreement”); and

WHEREAS, COUNTY and HSS entered into that certain First Amendment to the Agreement, approved July 25, 2017, Agenda Item No. 3.51, to increase the annual maximum compensation amount to \$1,264,979 annually, (herein referred to as “First Amendment”); and

WHEREAS, COUNTY and HSS desire to amend the Agreement to exercise one of three (3) options to renew for an additional one-year period, effective August 1, 2018 through July 31, 2019, and increase the annual maximum compensation amount by \$586,929 from \$1,264,979 to \$1,851,908 annually;

NOW THEREFORE, the Parties agree as follows:

1. **TERM.** Section I (“Term”) is hereby amended by the following:

The term of this Agreement shall be extended for one (1) year, commencing on August 1, 2018 and terminating on July 31, 2019, with the option to renew for two (2) additional years, renewable in one-year increments by written amendment, unless terminated earlier in accordance with Section VIII of the Agreement.

2. **STAFFING/BILLING RATE.** The third sentence of Paragraph A. of Section VI. Staffing/Billing Rate is hereby deleted in its entirety and replaced with the following:

“Maximum payments by Customer to HSS shall not exceed one million eight hundred fifty-one thousand nine hundred eight dollars (\$1,851,908) annually including all expenses.”

3. **STAFFING/BILLING RATE.** The first sentence of Paragraph F. of Section VI. Staffing/Billing Rate is deleted in its entirety and replaced with the following:

“HSS will send all invoices electronically to Customer’s designated contact as follows: i) Riverside University Health System – Medical Center, Attn: Quality Management Department, 26520 Cactus Ave., Moreno Valley, CA 92555 and to, ii) Riverside University Health System (Inpatient Treatment Facility), Attn: Arlington Campus – Administration, 9990 County Farm Road, Riverside, CA 92503.”

4. **Appendix A.** APPENDIX A, Scope of Service and Facilities, is hereby deleted in its entirety and replaced with APPENDIX A-1, SCOPE OF SERVICE, attached hereto and incorporated herein.
5. **Appendix B.** APPENDIX B, Payment Provision Annual Budget Summary, is hereby deleted in its entirety and replaced with APPENDIX B-1 Payment Provision, attached hereto and incorporated herein.
6. **Appendix C.** APPENDIX C, Service Facilities, is hereby added to the Agreement, as attached hereto and incorporated herein.
7. **Appendix D.** APPENDIX D, HSS Employee Attestation, is hereby added to the Agreement, as attached hereto and incorporated herein.
8. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
9. **Effective Date.** This Second Amendment to the Agreement shall become effective upon signature of both Parties or August 1, 2018, whichever should come first.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

Health Care Security Services of California, Inc., a California corporation

By: [Signature]

By: [Signature]

Name: KEVIN JEFFRIES

Name: John Butler

Title: Chairman, Board of Supervisors

Title: CFO

Date: MAR 12 2019

Date: 1-25-19

ATTEST:

Kecia Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]

Name: DAVID M. MCCARTHY

Title: Deputy County Counsel

Date: 20 Feb 2019

SCOPE OF SERVICES

This Statement of Work for Healthcare Security Services ("SOW") specifies the specific Services, including activities and deliverables, described in more detail below, to be performed by HSS. The Parties agree as follows:

1. Change Management. The terms and conditions of this SOW, including without limitation the scope of the Services, applicable timelines and due dates, Fees and other charges, and items provided, may be changed only upon execution by the Parties of a written Change Order that references this SOW and that specifies such change. Either Party may request a change, and both Parties agree to negotiate in good faith any requested changes. In the event of a conflict between the terms and conditions set forth in a Change Order and those set forth in this SOW or in a previously executed Change Order, the terms and conditions of the most recent Change Order shall prevail.
 - 1.1 Changes in Staffing Levels. Staffing levels shall be as described in a Services and Fees Schedule ("Schedule"), attached hereto as Exhibit B. Staffing levels shall be approved through mutual agreement between HSS and Customer Representative and, may be changed from time to time based on assessed requirements and risk. Adjustments in staffing levels may be subject to an increase in invoiced rates. Any such changes shall be subject to Section 5.3 ("Other Adjustment of Fees"), below, and must be approved by HSS prior to implementation. HSS shall have a reasonable amount of time to make any changes to staffing levels. Specifically: (i) Customer shall have the option to request an increase or decrease in staffing levels by less than ten percent (10%) by providing HSS with no less than three (3) business days' notice in advance; (ii) Customer shall have the option to request an increase or decrease in staffing levels by more than ten percent (10%) by providing HSS with no less than forty-five (45) business days' notice in advance; (iii) if Customer provides less than the required notice and requests a change in staffing levels that exceeds ten percent (10%), HSS shall have the right to accept or reject such request in its sole discretion; (iv) if Customer provides less than the required notice and requests an increase in staffing levels that exceeds ten percent (10%), HSS shall have the right to charge Customer at the Overtime Rate (defined below) for the balance of the forty-five business day notice period; and (v) if Customer provides less than the required notice and requests a decrease in staffing levels that exceeds ten percent (10%), HSS shall have the right to charge Customer a twenty-five percent (25%) premium in addition to negotiated rates. A determination of whether a request to change staffing levels exceeds ten percent (10%) shall be determined by calculating the percentage change

based on the lowest (in the event of a requested increase) or highest (in the event of a requested decrease) staffing levels in the forty-five (45) days preceding the requested effective date of the change. HSS may provide suggested security technologies, training and education opportunities and suggested staffing levels to Customer as part of its assessment of Customer facilities. HSS is not responsible for any liability resulting from Customer's decisions regarding employing combinations of technology, training and education, or staffing levels.

2. Services Description. Subject to the terms and conditions of this SOW, HSS shall provide certain services, including activities and deliverables (collectively, the "Services"), to Customer, including any or all of the Services described in this Section 3, where the particular Services to be provided shall be as specifically set forth in the Schedule attached hereto as Exhibit B. Unless expressly provided for in a Schedule, in the event of a conflict between the provisions contained in such Schedule and those contained in a previously executed Schedule, the terms and conditions of the most recent Schedule shall prevail. Unless expressly provided for in a Schedule, in the event of a conflict between the provisions contained in this SOW and those contained in such Schedule, or contained in any purchase order or other document that Customer may issue with respect to this SOW or to such Schedule, the provisions contained in this SOW shall prevail. The Services, as specifically set forth in the Schedule, may include any or all of the following:

2.1 Healthcare Security Services. Healthcare Security Services may consist of the provision of (i) unarmed, (ii) armed, (iii) armed and Taser-equipped, or (iv) any combination of (i), (ii) or (iii) officers, uniformed or non-uniformed, including supervisory personnel, in accordance with staffing levels approved by Customer, at the facilities, free standing clinics, office buildings or other locations specified in the Schedule. The Services shall include personnel training, reporting, record keeping, and the administration and enforcement of policies and procedures with respect to the provision of the Services. HSS shall also conduct annual physical security assessments/reviews of agreed-upon high-risk processes and areas of Customer locations specified in the Schedule. The following provisions shall apply to such Healthcare Security Services:

2.1.1 For purposes of the Healthcare Security Services, the following definitions shall apply:

2.1.1.1 "HSS Security Site Leader" means either a Program Manager, who is an exempt HSS leader at larger Customer sites, or a Facility Security Supervisor, who is a non-exempt HSS leader at smaller CO Customer UNTY sites. The HSS Security Site Leader is an HSS employee responsible for oversight of the day-to-day security operation at a specific Customer facility or facilities. Security Site

Leaders are assigned in a management capacity, Monday through Friday on the day shift. HSS Security Site Leaders (i) coordinate with the Customer Representative on all security operations and all security-related training activities (including the programmed periodic training), and (ii) function as the day-to-day contacts for the Customer Representative.

- 2.1.1.2 "Shift Supervisor" means an HSS working supervisor providing continuous on-site command of the security operations for specified shifts.
 - 2.1.1.3 "Armed or Unarmed Healthcare Security Officer" means an HSS armed or unarmed officer with healthcare-specific security training providing security services in accordance with Facility Orders and general duties as specified from time to time.
 - 2.1.1.4 "Customer Representative" means a Customer employee who has administrative responsibility for security. Customer shall identify and designate a Customer Representative at the time of the signing of this SOW. Customer shall promptly notify HSS of any change of Customer Representative.
- 2.2 Termination For Cause By HSS. In addition to any other remedies available to HSS, HSS may terminate this SOW for Cause and may suspend or discontinue any of the Services as provided in this Section 4.2.
- 2.2.1 If Customer fails, after Customer receives written notice from HSS reasonably describing such failure and Customer fails to cure such failure within ten (10) calendar days, to provide to HSS the personnel and resources set forth in this SOW (or if none are so set forth, a reasonable number of competent personnel and industry-standard resources) to enable HSS to complete provision of the Services, then HSS may terminate this SOW for Cause or may suspend or discontinue any of the Services.
 - 2.2.2 Subject to the provisions of Section 6.6 ("Acceptance of Services by Customer "), below, if any invoice for any Services received by Customer remains past due for a period of ten (10) or more calendar days, HSS shall have the right to immediately suspend provision of any or all of the Services until all past-due invoices are paid in full. If any such invoice remains past-due for twenty (20) or more calendar days, HSS shall have the right to terminate this SOW for Cause by providing, to Customer, written notice of default and two (2) calendar days' opportunity to cure.
 - 2.2.3 Subject to the provisions of Section 5.6 ("Acceptance of Services by Customer "), below, any invoice not paid by Customer in full when due will represent an "Occurrence." If Customer incurs two (2) or more Occurrences within any twelve (12)-month period while this SOW is in effect, HSS will have the right to terminate this SOW

for Cause. HSS shall provide written notice to Customer of each Occurrence. Termination of this SOW by HSS for Cause shall become effective immediately upon delivery to Customer by HSS of written notice of the second Occurrence.

2.2.4 If HSS personnel are exposed to extraordinary or unreasonable work conditions that endanger their mental or physical well-being 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 ten (10) days HSS will have the right to terminate this SOW for Cause.

3. HSS Policies and Procedures. Customer shall not unreasonably interfere with HSS's creation, administration or enforcement of policies and procedures with respect to the provision of the Services.

4. Payment and Fees.

4.1 Fees. HSS will provide the Services at the rates specified ("Fees") in the Schedule.

4.2 Annual Adjustment of Fees. Upon mutual agreement by both Parties and executed by written amendment, fees for all Services set forth in a Schedule may be increased by three percent (3%) on the anniversary of the Effective Date beginning in 2020.

4.3 Other Adjustment of Fees. Fees may be subject to change in the event the costs to HSS of providing the Services or benefits for its employees increase, directly or indirectly. Factors or events that may lead to increases in Fees include, but are not limited to, any increase in federal, state or local taxes, minimum wage increases, new laws or regulations or interpretations of laws or regulations that lead to increased pay or benefits, licensing fees, increases to Workers Compensation, changes to state unemployment insurance, or changes to health care laws or regulations. HSS will notify Customer, in writing, of any increase to Fees no less than thirty (30) days prior to any increase taking effect and any changes to fees shall be made in writing by written amendment signed by both Parties. Changes in the Fees will go into effect upon execution of a written amendment.

4.4 Overtime. Extraordinary security coverage ("Overtime") will be invoiced at one-and-one-half (1.5) times the standard invoice rate ("Overtime Rate"). Overtime will be considered to occur in the event of any of the following:

- 4.4.1 any specific security officer is requested to work more hours than a regularly scheduled shift;
- 4.4.2 additional temporary coverage, up to ten percent (10%) above the staffing levels stated in the Schedule, is requested without providing HSS at least three (3) days' notice ("Overtime Notice");
- 4.4.3 staffing levels are increased as a result of a labor action, including but not limited to strikes or protests, at any facility listed in the Schedule or any location requested by Customer (in such case, Overtime will apply regardless of whether or not Overtime Notice has been provided);
- 4.4.4 hours are worked by HSS personnel assigned to Customer on the following holidays: New Year's Day, Presidents Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shift hours;
- 4.4.5 as set forth in Section 2.1 above;
- 4.4.6 Customer may request for additional staff as needed for emergency purposes (i.e., special events, strikes, disasters, etc.) with a forty-five (45) days advance notice from Customer to HSS with no overtime payment penalties applied by HSS; or
- 4.4.7 any other event described in a Schedule as an Overtime event.

4.5 Invoicing.

- 4.5.1 Any regularly scheduled invoice ("Scheduled Invoice") shall contain: (a) Customer's purchase order number, if any, and the HSS invoice number; (b) a description of the Services for which an amount is due; (c) adjustments made to Fees based on Services performed at Overtime Rates, as described in Section 6.4 ("Overtime"), for Overtime performed on designated holidays as specified in Section 4.4; (d) the Fees or portion thereof, and any other charges that are due; (e) Taxes, if any; (f) credits provided to Customer by HSS, if any; (g) all pass-through costs associated with credentialing, health and dental and inoculations, as described in Section 9 ("Health and Welfare Packages; Inoculation and Credentialing"), below; and (h) the total amount due.
- 4.5.2 HSS shall issue a separate invoice for adjustments to regularly scheduled Services during any invoice period ("Special Invoice"). Any Special Invoice shall contain: (a) Customer's purchase order number, if any, and the HSS invoice number; (b) a description of the Services for which an amount is due; (c) adjustments made to Fees based on Services performed at Overtime Rates, as described in Section 4.4 ("Overtime"), for Overtime other than holiday Overtime; (d) adjustments made to Fees based on additional Services provided beyond scheduled Services (including special surveillance and undercover operations, if any), or due to variances in the

number of personnel, shifts or coverage actually provided by HSS compared to scheduled Services; (e) adjustments made to Fees based on any other adjustments to regularly scheduled Services during the applicable invoice period; (f) the Fees or portion thereof, and any other charges that are due; (g) Taxes, if any; (h) credits provided to Customer by HSS, if any; and (i) the total amount due.

4.5.3 HSS shall separately detail in each invoice provided under this SOW the applicable Taxes, and shall separately state the different types of Taxes that apply. Any credits for Services scheduled but not actually performed shall be applied to the applicable invoice promptly following confirmation by the Parties of the non-performance of such Services. All such invoices shall be delivered to Customer by HSS according to the procedure described in the Schedule.

4.5.4 HSS will send all invoices electronically to Customer's designated contact. Subject to Section 4.6 ("Acceptance of Services by Customer") in the SOW, Customer agrees to pay in full all invoices within thirty (30) days of receipt. Customer agrees to make all payments due hereunder by electronic funds transfer to an account designated by HSS. Customer shall be responsible for any costs of collection incurred by HSS as a result of non-payment of any amounts owed hereunder, including reasonable attorneys' fees.

4.5.5 HSS is a multi-industry service provider. CO Customer UNTY shall have the right to purchase any service provided by HSS under this Agreement. The Parties may mutually agree to separate invoicing and payment terms for Non-Security Services. Any modification to this Agreement may be made in writing by written amendment.

4.6 Acceptance of Services by Customer. Following delivery to Customer by HSS of any invoice for any of the sums due pursuant to this SOW, Customer shall have ten (10) business days to object in writing to any of the contents of such invoice. Failure by Customer to so object shall constitute acceptance by Customer of those portions of the Services to which such contents of such invoice apply. If Customer in good faith disputes any portion of any invoice, Customer must pay all undisputed portions of such invoice by the original invoice due date.

5. Customer Responsibilities. In order to allow efficient provision of the Services to Customer by HSS, Customer agrees that it shall be responsible for supplying to HSS the personnel and resources set forth in the Schedule.

6. Contact Persons. Each of HSS and Customer shall designate a contact person (such contact person designated by HSS the "HSS Security Representative," and such contact person designated by Customer the "Customer Representative"), as described in this SOW or Schedule, who shall be responsible for communication with the other Party with respect to the Services and matters related thereto. The Customer Representative shall have administrative responsibility for security in Customer's organization and shall have authority to act as Customer's agent with respect to the Services and matters related thereto. HSS shall have no obligation to obtain any permission required hereunder from any other person, with respect to the Services and matters related thereto. Customer shall promptly notify HSS of any change of its Customer Representative. HSS shall provide the Customer Representative with an overall orientation in order to allow the Customer Representative to become familiar with the scope and components of the HSS operation and to meet various personnel involved in HSS security administration. Facility Orders shall be provided to the Customer Representative for approval on an annual basis. Upon request, the Customer Representative shall be provided with all monthly and quarterly reports.

7. Personnel Training.

7.1 Security Officer Training. Each security officer assigned to Customer shall receive the following training:

7.1.1 All officers will attend the HSS new security officer orientation.

7.1.2 All officers will receive Facility-specific orientation.

7.1.3 All officers will receive Techniques for Effective Aggression Management (TEAM™) training and, at Customer's sole expense, CPI training.

7.1.4 Armed officers, if any, will participate in a minimum of twenty-four (24) hours of basic firearms training and eight (8) hours of semi-annual recurrent training thereafter.

7.1.5 Taser-equipped officers, if any, will participate in a minimum of eight (8) hours of Taser International approved curriculum, including training by a Taser International certified instructor, and once certified, officers will receive annual re-certification in accordance with HSS and Taser International standards and guidelines.

7.1.6 Training specified by Customer, including but not limited to CPR training, shall be coordinated by HSS and invoiced to Customer at HSS' cost, and Customer shall pay said invoiced amounts.

7.2 Pre-assignment Training and Orientation. All HSS security personnel shall receive pre-assignment training and orientation specific to the facility environment. Training and orientation shall be no less than thirty-two (32) hours of blended training, depending on

the officer's background and experience. Customer shall allow HSS adequate and timely access to each facility for orientation purposes, including access to Customer policies and procedures in order to ensure that HSS employees are aware of, and adhere to, Customer policies and procedures.

7.3 Annual In-service Training. All security personnel shall be provided a minimum of six (6) hours of annual in-service training initially upon hire and annually thereafter. TEAM® recertification shall occur in the third or fourth quarter each year. All training shall be documented in the individual officer's training record. The HSS Facility Security Representative shall be invited to attend these sessions. All security personnel shall also be provided eight (8) hours for CPI training on an annual basis.

7.4 IAHSS Certification. HSS shall provide security officers the opportunity to pursue and obtain IAHSS Basic Officer Certification within one (1) year of employment with HSS. HSS shall provide security personnel the opportunity to participate in and complete the IAHSS Advanced Security Officer Certificate Program and the Supervisory Certificate Program, which require additional training for each program.

8. Personnel Screening.

8.1 Drug, Criminal, Education and Employment Checks. All HSS personnel assigned to Customer will meet the HSS minimum hiring profile, which includes:

- 8.1.1 possess current state license/registration and/or certification, as applicable and appropriate for the Services provided to Customer and as required by applicable laws, regulations, or accreditation standards;
- 8.1.2 possess high school education or GED equivalent;
- 8.1.3 be at least age 18 years old for unarmed positions;
- 8.1.4 be at least 21 years old for positions that require carrying a firearm;
- 8.1.5 be at least 21 years old for positions that require driving;
- 8.1.6 possess ability to effectively speak, read, and write the English language;
- 8.1.7 possess physical ability required by the position applied for;
- 8.1.8 possess ability to meet each facility and/or regulatory specification;
- 8.1.9 pass a five (5)-panel multi-drug screen; and
- 8.1.10 meet HSS requirements for employment history, security clearance and any other applicable hiring criteria;

8.2 Verification and Attestation by HSS. HSS will verify ("Personnel Screening"), to industry standards, the background of each applicant meeting the HSS minimum hiring profile by checking:

- (i) previous employment history (dating back a minimum of seven years or to high school),
- (ii) achievement of education level required for the applicable position, and
- (iii) criminal background/record where legally available.

8.3 Attestation and Provision of Personnel Policies and Accreditation. Upon request, HSS will provide Customer with: (i) an attestation, in the form attached to the Schedule as Exhibit D ("Employee Attestation"), showing that any individual HSS personnel assigned to Customer have met HSS minimum hiring requirements; (ii) copies of HSS policies and procedures related to personnel competency assessments and evaluations; and (iii) evidence of accreditation by the relevant accrediting body as appropriate to the Services provided.

8.4 Inoculations. HSS personnel assigned to Customer shall have initiated the process of obtaining the following vaccinations, testing or appropriate declinations, prior to beginning work at any Customer facility:

- (i) Hepatitis B;
- (ii) Flu Vaccine
- (ii) Respiratory Fit Test; and
- (iii) Tuberculosis Testing (purified protein derivative (PPD) test or QuantiFeron acceptable)

Additional testing may be requested by Customer. Customer shall pay all costs associated with any vaccinations or testing. All inoculations shall be performed at Customer facility or at such site as the Parties may otherwise agree in writing.

8.5 Annual Evaluation. Customer shall have the opportunity to participate in the evaluation of each individual provided by HSS. HSS shall evaluate each HSS employee no less than annually and shall intermittently contact Customer for feedback regarding HSS employee performance.

8.6 Personnel Files and Personnel Screening Records. HSS shall retain all documentation related to Personnel Screening for each of such HSS personnel for at least five (5) years

after each of such HSS personnel last provides Services under an SOW; and upon Customer's request, and subject to the requirements of applicable federal and state privacy laws, HSS will not unreasonably withhold such information from Customer. Subject to the foregoing, computerized summary of personnel file information shall be readily available to Customer for review upon request. In the event of an audit by the Joint Commission or another healthcare accreditation organization, HSS shall produce the necessary documentation within six (6) hours of request. HSS shall maintain personnel files that shall include the following documents as applicable to the Services provided:

- (i) copy of relevant certifications, registrations, licenses, and picture identification;
- (ii) results of annual competency assessment;
- (iii) In-service Certification, as appropriate to services provided, including for infection control, universal precautions, and OSHA standards for blood-borne pathogens;
- (iv) respiratory fit test results- type and size of mask identified on badge or readily available in personnel file;
- (v) inoculation results;
- (vi) annual performance evaluations;
- (vii) criminal background checks;
- (viii) drug/alcohol screen;
- (ix) job description with signature; and
- (x) documentation of Customer orientation.

8.7 Removal or Reassignment of Personnel. Customer shall have the right to request that HSS promptly remove or reassign specified HSS personnel from any Customer facility for legally permissible and reasonable cause, including without limitation any of such personnel who are reasonably considered to be a danger to any individual, the public in general, or the property or reputation of Customer. No personnel shall be permanently removed without consultation with and the advice of HSS. Customer shall send any such request for removal or reassignment to HSS in writing and shall provide a detailed explanation for the basis of the request. A removed or reassigned individual shall be replaced by HSS within a reasonable amount of time depending on the circumstances.

8.8 Certain Excluded Personnel. HSS shall not knowingly retain or employ any individual to provide Services under this SOW who is a former Customer employee not eligible for rehire.

9. Health and Welfare Packages; Inoculation and Credentialing. HSS represents and warrants that all eligible and participating HSS personnel providing Services hereunder are offered commercially reasonable health and welfare packages, including health insurance coverage, dental coverage and vision coverage. Reasonable and actual costs associated with these types of coverage actually incurred by HSS shall be invoiced to, either as separate line items or as part of the hourly rate charged by HSS, and paid by Customer. Costs of any credentialing services required for HSS personnel to perform services at Customer facilities shall be invoiced and paid by Customer.

10. Additional Confidential Information. In addition to the Confidential Information of the Parties described in Section 5.1 ("Meaning of Confidential Information") of the MSA, the materials or information described as Confidential Information of either Party in the Schedule shall also be considered Confidential Information of such Party (as the Disclosing Party) and shall be subject to the confidentiality obligations of the other Party (as the Receiving Party) under the terms of Section 5 of the MSA. This section shall survive the termination of this SOW and the MSA.

11. Program Records/Reports.

11.1 Facility Orders. It is the responsibility of the Customer Representative to approve Facility Orders. HSS shall maintain Facility Orders at each Customer facility. Facility Orders must be approved and signed by the Customer Representative and shall define the scope of security activities, policies, and procedures for the specific facility. Facility Orders presented to the Customer Representative and not promptly signed or rejected shall be deemed signed and approved, and HSS shall have no liability arising from the Customer Representative's failure to review a Facility Order presented to the Customer Representative. Copies of the Facility Orders shall be maintained by the Customer Representative and HSS administration. Facility Orders shall be continuously updated with a formal review once per year, conducted with and approved by the Customer Representative. Facility Orders are property of HSS, and any copies shall be returned by Customer upon expiration or termination of this SOW.

11.2 Security Binder. HSS shall create a binder which outlines facility-specific security policies and procedures ("Security Binder"). Customer shall be allowed access to the Security Binder. Customer acknowledges that the Security Binder contains proprietary information of HSS and agrees that the Security Binder is Confidential Information of HSS, and shall be subject to Customer's obligations of confidentiality under Section 5 of the MSA. The Security Binder is property of HSS and shall remain in the security office or area where the Security Binder is customarily stored.

11.3 Documentation Review. In addition to the documentation described above, the HSS security documentation system shall outline the security program, define the activity of the security staff, and provide a mechanism to evaluate the effectiveness of the security-related activities. The HSS security documentation system shall be accessible by Customer. The following are included in the system:

11.3.1 Quarterly Security Operations Review—available for review by the Customer Representative and Customer’s corporate designee.

11.3.2 Security Incident Reports—available for review by the Customer Representative.

11.3.3 Daily Activity Reports—available for review by the Customer Representative.

11.3.4 Shift Pass-on Log—available for review by the Customer Representative upon request.

11.3.5 HSS Director/Site Leader—level review of monthly meetings and agenda items, including outcomes from shared practices across the portfolio of HSS Customer accounts.

11.3.6 Other reports as may be mutually agreed by the Parties in writing, such as risk assessments or required committee reports.

11.3.7 Completed report forms described in this Section 13.3 are property of Customer.

11.4 Performance-related Complaints. Performance-related complaints of both HSS employees and Customer employees which rise to the level of the HSS Security Site Leader security and/or the Customer Representative shall be addressed within seventy-two (72) hours. Resolution of such complaints shall be addressed in accordance with the appropriate HSS and/or Customer policies and employment practices.

11.5 Investigations.

11.5.1 Investigations (not involving HSS personnel) may be authorized in advance by the Customer Representative. The initial investigation and general follow-up of major security incidents shall be conducted by the HSS Security Site Leader or other HSS security leaders after consultation with, and the approval of, the Customer

Representative or higher Customer authority and, as applicable, in consultation with Customer's Human Resources department. Investigators shall conduct inquiries in a manner that complies with state and federal law and with Customer policies, including specifically policies relating to patients' rights and confidentiality. Customer shall update HSS when any such policy changes. HSS shall have no liability arising from any failure to comply with a policy for which Customer failed to update HSS.

11.5.2 Recommendations shall be made to the Customer Representative following the investigation. The Customer Representative shall be responsible for follow-up recommendations as a result of investigations.

11.5.3 HSS can assist with more sophisticated administrative, civil, and criminal investigations, or provide expert testimony, for an additional fee; such services may include, for example, staff interviewing, covert surveillance, handwriting analysis, and polygraph examination (where legally permissible). No covert surveillance is undertaken without written permission and approval from the Customer Representative. Special surveillance and undercover operations shall not be considered investigative services. HSS shall only provide such services upon request of Customer. The Parties shall mutually agree upon the rates for these services, which shall be invoiced as Special Invoices as defined in Section 6.5 ("Invoicing"), above.

11.5.4 Documentation associated with investigations is property of Customer.

11.6 Notification in the Event of Legal Demand. In the event that either Party receives any subpoena or other legal order, demand or request for records, reports, or other documentation owned by Customer ("Customer Records") but possessed by HSS, it shall notify the other Party according to the procedure described in this section.

11.6.1 Demand Received by HSS: Except as otherwise expressly prohibited by law, HSS shall immediately notify Customer of any subpoenas, warrants, other legal orders, or demands or requests received by HSS seeking Customer Records possessed by HSS; consult with Customer regarding its response; cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request; and, upon Customer's request, provide Customer with a copy of its response.

11.6.2 Demand Received by Customer: If Customer receives a subpoena, warrant, or other legal order, demand or request seeking Customer Records possessed by HSS, including but not limited to a request pursuant to the Colorado Open Records Act, C.R.S. § 24-72-200.1 et seq. or any other state's open-records' laws, Customer shall promptly notify HSS and, within ten (10) business days, HSS shall supply Customer with copies of such Customer Records for Customer to respond.

11.6.3 In the event that Customer instructs HSS not to comply with such legal order, demand or request, or any portion thereof, Customer shall indemnify, defend and hold harmless HSS from any damages resulting from HSS's compliance with Customer's instructions.

11.6.4 All notices permitted or required by this Section 13.6 ("Notification in the Event of Legal Demand") shall be in writing and shall be deemed to have been duly given: (a) on the date personally delivered; (b) three (3) business days after being mailed via United States Postal Service, certified and return receipt requested; or (c) one (1) business day after being sent by a nationally recognized overnight courier. All notices permitted or required by this Section 11.6 shall be addressed as shown below, or as may later be designated by the addressee Party. A notice permitted or required by this Section 11.6 may be delivered by email, but will only be deemed to have been received when the recipient, by an email sent to the email address for the sender or by a notice delivered by another method.

If to Customer:

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

If to Customer: Moreno Valley Campus
Riverside University Health System
Attn: Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

If to HSS:

Legal / Risk Management Department

HSS Inc.
990 S. Broadway, Suite 100
Denver, CO 80209
berenice.nuss@hss-us.com

11.7 Retention of Customer Records by HSS. Any Customer Record that has been in the possession of HSS for at least five (5) years (e.g., incident reports, activity reports, security footage, and the like), where Customer has not requested in writing the return of such CO Customer UNTY Record, shall be securely destroyed by HSS. Customer Records shall be destroyed in a manner that preserves the confidentiality of Customer's Confidential Information. Methods of destruction for hard-copy files may include shredding, pulping, or any other industry-standard method utilized by third-party services which regularly in the course of business verify complete destruction of sensitive documents. Methods of destruction for electronically stored materials may include any industry-standard method utilized by third-party services which regularly in the course of business verify complete destruction of electronic materials.

12. Warranties. HSS represents and warrants, while this Agreement is in effect, that HSS and its representatives:

(i) are not currently excluded, debarred, or otherwise ineligible to participate in any Federal health care program as defined in 42 U.S.C. § 1320a-7b(f) ("Federal Health Care Program");

(ii) have not been convicted of a criminal offense related to the provision of health care items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and

(iii) are not under investigation or otherwise aware, after reasonable inquiry, of any circumstance which may result in HSS or any of its representatives being excluded from participation in any Federal Health Care Program.

HSS shall promptly notify Customer of any change in the status of the representation and warranty set forth in this section.

13. GAO and HHS Access to Records. As applicable, 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 representatives, all contracts, books, documents, and records relating to the nature and extent of the costs for the Services provided hereunder for a period of four (4) years after the furnishing of the Services. In addition, HSS hereby agrees that if Services valued at ten thousand dollars (\$10,000) or more over a twelve (12)-month period are to be provided by subcontract with a related organization, then HSS shall require by contract such subcontractor to make available to HHS and GAO or their authorized representatives all contracts, books, documents and records relating to the nature and extent of the costs for the Services provided under such subcontract for a period of four (4) years after furnishing the Services thereunder.

14. Order of Precedence. In the event of an inconsistency between the terms of the Agreement and this Scope of Service, the terms of the Agreement shall control.

SERVICE FACILITIES

1. Particular Services To Be Provided: The particular Services to be provided to Customer by HSS include Healthcare Security Services at the Customer facilities listed in Appendix C ("Service Facilities").
2. Staffing Levels and Services Fees: The Staffing levels for Customer facilities is illustrated below ("Staffing and Rate Table"), which contain an initial annual budget estimate.
3. Payment Terms; Payment Schedule; Invoicing Procedure; and Additional Overtime Events:
 - a. Bi-weekly Billing. Customer shall receive Scheduled Invoices bi-weekly for regularly scheduled Services based upon then-current rates.
 - b. Payment Term: Customer agrees to pay in full all invoices within thirty (30) days of delivery of the Scheduled Invoices.
 - c. Hours in Excess of Forty (40) Hours per Week. Overtime Rates will be applied to hours worked by personnel provided by HSS, for Customer, in excess of forty (40) hours per week; provided that, Customer shall be consulted in advance of any such Overtime work and must authorize the use of HSS staff working such Overtime.
4. Contact Persons:
 - a. Customer Representative:
 - i. Name: Angela Simpkins
 - ii. Phone: 951-486-4684
 - iii. email: a.simpkins@ruhealth.org
 - b. HSS Facility Security Representative:
 - i. Name: Jonathan Ridpath
 - ii. Phone: 408-210-1561
 - iii. email: jridpath@hss-us.com
5. Additional Confidential Information: Additional Confidential Information of the Parties includes the materials and information described below.
 - i. Additional Confidential Information of HSS includes: financial information, technical information, pricing, manuals, techniques, training methods, client lists, documentation or processes concerning HSS's security program, and any other forms of communication regarding the Services provided under the SOW, whether oral or written.

**RUHS Inpatient Treatment Facility Arlington Campus
Rate Table- September 1 , 2018 through August 31, 2020**

Item			Budget Estimates*				
	Billing Unit	Billing Rate	Worked FTEs	Weekly Volume	Monthly Costs	Annual Volume	Annual Costs
Program Manager	Hours	\$ 54.69	0.5	20	\$ 4,753	1,043	\$ 57,034
Facility Supervisor	Hours	\$ 34.29	1.0	40	\$ 5,960	2,086	\$ 71,519
Shift Supervisor	Hours	\$ 28.12	3.2	128	\$ 15,640	6,674	\$ 187,681
Security Officer	Hours	\$ 23.65	12.6	504	\$ 51,794	26,280	\$ 621,522
Contingent Staffing	Hours	150%	varies	varies			\$ 10,000
Estimated Holiday "Overtime" Differential	Hours	150%			\$ 568		\$ 6,811
Total - Budget Estimate			<u>17.30</u>		<u>\$ 78,714</u>		<u>\$ 954,567</u>

* Budget estimates are provided as a courtesy to assist in budget preparation. Budget estimates are based on volumes related to planned posts, actual volumes may vary.

**RUHS Inpatient Medical Center Moreno Campus
Rate Table- September 1 , 2018 through August 31, 2020**

Item			Budget Estimates*				
	Billing Unit	Billing Rate	Worked FTEs	Weekly Volume	Monthly Costs	Annual Volume	Annual Costs
Program Manager	Hours	\$ 54.69	0.5	20	\$ 4,753	1,043	\$ 57,034
Facility Supervisor	Hours	\$ 34.29	1.0	40	\$ 5,960	2,086	\$ 71,519
Shift Supervisor	Hours	\$ 28.12	3.2	128	\$ 15,640	6,674	\$ 187,681
Security Officer	Hours	\$ 23.65	10.6	424	\$ 43,572	22,109	\$ 522,868
Contingent Staffing	Hours	150%	varies	varies			\$ 10,000
Estimated Holiday "Overtime" Differential	Hours	150%			\$ 478		\$ 5,730
Total - Budget Estimate			<u>15.30</u>		<u>\$ 70,403</u>		<u>\$ 854,832</u>

* Budget estimates are provided as a courtesy to assist in budget preparation. Budget estimates are based on volumes related to planned posts, actual volumes may vary.

SERVICE FACILITIES

SITE NAME AND ADDRESS	SITE NOTES
Riverside University Health System Medical Center Moreno Valley Campus 26520 Cactus Avenue, Moreno Valley, CA 92555.	Riverside University Health System Medical Center Moreno Valley Campus is an acute care hospital. 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.
Inpatient Treatment Facility (ITF) and Emergency Treatment Services (ETS). RUHS Medical Center Arlington Campus 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. 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.

HSS EMPLOYEE ATTESTATION

I

(Date)

Attn: HR Department
 Riverside University Health System-Arlington Campus
 9990 County Farm Road
 Riverside, CA 92503

RE: County Contract Employee Requirements – ATTESTATION LETTER

To Whom It May Concern:

On behalf of HSS, I acknowledge and attest to COUNTY that we own, and have in our possession, a background investigation report on the individual identified below

Employee: (Full Name)

Last 4 Digits of SSN: (Last 4 digits)

Per HSS policy, this employee has undergone a thorough background screening which includes but is not limited to:

- Verified Current Registered Guard Permit **(Card Number)** on **(Date)** Expires on **(Date)**
- Verified Current First Aid and CPR through American Heart Association on **(date)** Expires on **(Date)**
- Demonstrates that the individual is eligible to work in the United States verifying SSN and California Drivers / ID license **(Date)**
- Does not reveal ineligible for rehire with any former employer or otherwise indicate poor performance **(Date)**
- Verified background check by DOJ/FBI in all 50 states within 7 years on **(Date)**
- Verified individual is not registered sex offender on **(Date)**
- Confirmed the individual is not on the GSA or OIG exclusion list **(Date)**
- Confirmed the individual passed the medical screening on **(Date)**
- Confirmed the individual passed the 2 Step TB Test on **(Date)** and **(Date)** expires on **(Date)**
- Confirmed the individual Passed drug screening on **(Date)**
- Confirmed the individual completed the Respiratory Fit Test on **(Date)**
- Confirmed the individual received influenza vaccination on **(Date)**
- Confirmed the individual received or signed a declination for Hep B Vaccination on **(Date)**
- Acknowledgement of job description on **(date)**
- Confirmed the individual received Technique for Effective Aggression Management (TEAM) training on **(Date)**
- **Instructional Hours - 4**
- Confirmed the individual received New Security Officer Orientation and HIPAA training on **(Date)** **Instructional Hours - 4**
- Confirmed a minimum of 30 hours of formal classroom and on the job training on **(Date)** and with the expected 6 hours of annual retraining due on **(Date)**
- Received CPI Training on **(Date)** expires on **(Date)**

HSS further attests that this individual's background investigation report does not include any information about prior or pending investigations, reviews, sanctions, or peer review proceedings; or limitations of any licensure, certification, or registration.

This attestation is provided in lieu of providing a copy of the background investigation report.

Sincerely,

Ben Hernandez
HSS Site Supervisor