

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



ITEM: 15.1 (ID # 11003) MEETING DATE:

Tuesday, November 5, 2019

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Third Amendment to the Professional Services Agreement with Health Care Security Services of California, Inc. for Health Care Security Services effective August 1, 2019 with option to renew for one additional year; All Districts. [Total Cost \$467,446 - Annual Cost \$233,723; up to \$46,745 in additional compensation – 100% Hospital Enterprise Fund]

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

- 1. Ratify and approve the Third Amendment to the Professional Services Agreement with Health Care Security Services of California, Inc., for security services at RUHS and Arlington campus effective August 1, 2019 through July 31, 2020 with a one-year renewal option through July 31, 2021, increase the annual maximum contract amount by \$233,723 from \$1,851,908 to \$2,085,631 and authorize the Chairman of the Board to sign the amendment on behalf of the County; and
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel: to sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement.

ACTION:Policy

### 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:

November 5, 2019

CHUSTANE

JIVA Officer - Health System 10/21/20

XC:

**RUHS** 

15 1

Kecia R. Harper

Clerk of the Board

Page 1 of 3

# 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	\$233,723	\$233,723	\$467,446	\$0		
NET COUNTY COST	\$0	\$0	\$0	\$0		
SOURCE OF FUNDS:	100% - Hospital E	50 Budget Adjus	Budget Adjustment: No			
	· · · · · · · · · · · · · · · · · · ·	For Fiscal Ye	ear: 19/20-20/21			

C.E.O. RECOMMENDATION: Approve

#### **BACKGROUND:**

### **Summary**

The requested Board action will approve a Third Amendment to an existing Professional Service Agreement with Health Care Security Services of California, Inc. ("HSS"). This Amendment will increase the annual maximum contract amount in order to provide additional security coverage for the newly constructed Moreno Valley Campus Medical Surgical Center, as well as provide 24-hour coverage of the new Security Operations Center (SOC). The added security coverage will allow for campus wide video surveillance, immediate receipt and response to distress calls, security presence in key locations, and timely security response to internal and external emergency situations.

HSS secures over 250 healthcare facilities nationwide. They continue to provide exemplary service at the Arlington Campus since the Board of Supervisors approved the initial Agreement July 12, 2016; Agenda Item No. 3-57.

### **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.

RUHS is committed to providing its patients, visitors and staff with a safe environment of care. Security is important for the citizens treated yearly in both the Moreno Valley Emergency Department and the Arlington Campus in Riverside.

### **Additional Fiscal Information**

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

Fiscal Year:	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	TOTAL
Previous BOS	\$835,600	\$1,264,974	\$1,851,908	\$1,851,908	\$1,851,908	\$7,656,298

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TOTAL COST	\$835,600	\$1,264,974	\$1,851,908	\$2,085,631	\$2,085,631	\$8,123,744
Amount					·	
Increase				\$233,723	\$233,723	\$467,446
Requested						
Amount						
Approved						

### **Contract History and Price Reasonableness**

On July 12, 2016, Agenda Item No. 3-57, (sole source approval #17-002 dated June 9, 2016), 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 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. On March 12, 2019; Agenda Item No. 15.2, the Board approved a Second Amendment to the Professional Services Agreement which extended the services through July 31, 2019, with options to renew for two additional years and expanded the scope of work which added a Program Security Manager to oversee the services at both the Moreno Valley and Arlington Campus and two (2) additional security officers to ensure adequate security coverage in parking lots, hospital entrances, and new building structures.

This Third Amendment will renew the services effective August 1, 2019 and increase Security coverage for the Medical Surgical Center and the Security Operations Center.

### **ATTACHMENTS:**

Attachment A:

THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR HEALTH CARE SERCURITY SERVICES BETWEEN COUNTY OF RIVERSIDE AND HEALTH CARE SECURITY SERVICES OF CALFIORNIA, INC.

eresa Summers, Director of Purchasing 10/25/2019 Gregory V. Priaplos, Director County Counsel 10/28/2019

# THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR HEALTHCARE SECURITY GUARD SERVICES BETWEEN COUNTY OF RIVESIDE AND HEALTH CARE SECURITY SERVICES OF CALIFORNIA, INC.

This Third Amendment to the Professional Service Agreement for Healthcare Security Guard Services (herein referred to as "Second Amendment") is made and 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, executed 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, executed 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 entered into that certain Second Amendment to the Agreement, executed March 12, 2019, Agenda Item No. 15.2, and effective August 1, 2018 to add a Program Security Manager and increase the annual maximum compensation amount to \$1,851,908 annually, (herein referred to as "Second Amendment"); and

WHERAS, COUNTY and HSS desire to amend the Agreement to exercise one of two options to renew for an additional one-year period, effective August 1, 2019 through July 31, 2020, and expand the scope of work thereby increasing the annual maximum compensation amount by \$227,723 from \$1,851,908 to \$2,085,631 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, 2019 and terminating on July 31, 2020, with the option to renew for one (1) additional year, renewable in one-year increments by written amendment through July 31, 2021, unless terminated earlier in accordance with Section VIII of the Agreement.
- 2. <u>STAFFING/BILLING RATE.</u> The third sentence of Paragraph A. of Section VI. <u>Staffing/Billing Rate</u> is hereby deleted in its entirety and replaced with the following:

- "Maximum payments by Customer to HSS shall not exceed two million eighty-five thousand six hundred thirty-one dollars (\$2,085,631) annually including all expenses."
- 3. <u>STAFFING/BILLING RATE.</u> The first sentence of Paragraph F. of Section VI. <u>Staffing/Billing Rate</u> 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 B. APPENDIX B-1, Payment Provision Annual Budget Summary, is hereby deleted in its entirety.
- 5. Appendix C. APPENDIX C, Service Facilities, is hereby deleted in its entirety and replaced with APPENDIX C-1 Service Facilities and Payment Provision, as attached hereto and incorporated herein.
- 6. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
- 7. **Effective Date.** This Third Amendment to the Agreement shall become effective upon signature of both Parties or August 1, 2019, 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 Third Amendment.

COUNTY OF RIVERSIDE, a political subdivision of the State of California	Health Care Security Services of California, Inc., a California corporation
By:	By: Jan Bar
Name: Kevin Jeffries	Name: John Butler
Title: Chairman, Board of Supervisors	Title: CFO
Date: NOV 0 5 2019	Date: 9-30-19
ATTEST: Kecia R. Harper Clerk of the Board By: Deputy	
APPROVED AS TO FORM: Gregory P. Priamos County Counsel	
By: Name: Marsha L Victor	
Title: Deputy County Counsel  Date: 10/11/19	

- 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 this Appendix C1.
- 2. <u>Staffing Levels and Services Fees</u>: The Staffing levels for Customer facilities is illustrated below ("Staffing and Rate Table"), which contain an annual budget estimate.
- 3. Payment Terms; Payment Schedule; Invoicing Procedure; and Additional Overtime Events:
  - a. <u>Bi-weekly Billing</u>. Customer shall receive Scheduled Invoices bi-weekly for regularly scheduled Services based upon then-current rates.
  - b. <u>Payment Term</u>: Customer agrees to pay in full all invoices within thirty (30) days of delivery of the Scheduled Invoices.
  - c. <u>Hours in Excess of Forty (40) Hours per Week</u>. 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: Cliff Bain

ii. Phone: 408-250-4926

iii. email: cbain@hss-us.com

- 5. <u>Additional Confidential Information</u>: Additional Confidential Information of the Parties includes the materials and information described below.
  - Additional Confidential Information of HSS incudes: 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 Treament Facility Arlington Campus Rate Table - August 1, 2019 through July 31, 2020

	Contract	Contracted Rates		Budget Estimates*							
Item	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	12.3	504	\$51,793.50	26,280	\$ 621,522				
Contingent Staffing	Hours	150%	varies	varies			\$ 10,000				
Estimated Holiday "Overtime" Differential	Hours	150%	-		568		\$ 6,811				
Total - Budget Estimate			17.00		\$ 78,714		\$ 954,567				

<sup>\*</sup> 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 - August 1, 2019 through July 31, 2020

	Contracted Rates		Budget Estimates*						
Item	Billing Unit	ling Unit Billing		Weekly	Monthly	Annual	Ann	Annual Costs	
Teen	Johning Offic	Rate	FTEs	Volume	Costs	Volume	Aimual 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	16.2	648	\$66,592	33,789	\$	799,100	
Contingent Staffing	Hours	150%					\$	10,000	
Estimated Holiday "Overtime" Differential	Hours	150%	-		478		\$	5,730	
Total - Budget Estimate			20.90	 - :	\$ 93,422	- =	\$ 1	1,131,064	

<sup>\*</sup> 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.

SITE NAME AND ADDRESS	of the state of th
Riverside University Health System Medical Center	Riverside University Health System Medical Center Moreno Valley Campus is an acute care hospital.
Moreno Valley Campus	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.
26520 Cactus Avenue, Moreno Valley, CA 92555.	
Inpatient Treatment Facility (ITF) and Emergency Treatment Services (ETS).	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.
RUHS Medical Center Arlington Campus	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.
9990 County Farm Road, Riverside, CA 92503	Security guard is required to stay on the premises while on break and lunch.