



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



ITEM: 15.3
(ID # 12639)

MEETING DATE:

Tuesday, December 15, 2020

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Fourth Amendment to the Professional Services Agreement with Health Care Security Services of California, Inc. for Health Care Security Services effective April 12, 2020 through July 31, 2021; All Districts. [Total Cost Increase \$1,317,869; up to \$131,786 in additional compensation – 44% Hospital Enterprise Fund – 40050; 37% to be reimbursed by CARES Act Funding; 19% RUHS Behavioral Health (Federal/State)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Fourth Amendment to the Professional Services Agreement with Health Care Security Services of California, Inc., for security services as follows:
 - a. Increase the contract maximum amount for FY2019/2020 effective April 12, 2020 by \$479,676 from \$2,085,631 to \$2,565,307;
 - b. Increase the contract maximum amount for FY2020/2021 effective August 1, 2020 by \$838,193 from \$2,565,307 to \$3,403,500; and authorize the Chairman of the Board to sign the amendment on behalf of the County.
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


 Jennifer Cruikshank, Chief Executive Officer - Health System 12/1/2020

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: December 15, 2020
 xc: RUHS-MC

Kecia R. 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	\$ 1,317,869	\$ 0	\$ 1,317,869	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 44% Hospital Enterprise Fund 40050, 37% to be reimbursed by CARES Act Funding, 19% RUHS Behavioral Health (Federal/State)			Budget Adjustment: No	
			For Fiscal Year: 20/21-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Fourth Amendment to an existing Professional Service Agreement with Health Care Security Services of California, Inc. (“HSS”). The worldwide pandemic (COVID-19) disease, also known as “novel coronavirus,” has created an immediate need for more healthcare services and workers to provide them. This Agreement provides for specially trained security staff who work to keep both healthcare providers and their patients safe at the Medical Center Campuses.

This Amendment will increase the maximum contract amount by \$479,676 to be dedicated for COVID staffing during the period between April 12, 2020 through July 31, 2020 and \$838,193 in FY 20/21 to add four additional guard services twenty-four hours per day, seven days per week and one security shift supervisor for forty hours per week at a temporary facility which will isolate and treat individuals potentially exposed to COVID-19 disease. Also included are additional staffing hours for security guards to man the parking lots of the two existing facilities. If more activities take place in those areas increasing the count of patients with COVID-19, the intent will be to move the care of non-COVID patients with other injuries and illnesses into temporary facilities.

In March 2020, due to the COVID-19 pandemic, Riverside University Health System - Behavioral Health (RUHS-BH) and the Arlington Campus of Riverside University Health System – Medical Center (RUHS-MC) were looking for a space to house psychiatric patients with COVID not needing acute medical care. Riverside Juvenile Hall was a vacant facility closely located to the RUHS-MC Arlington Campus. Under the State’s Emergency Flex Provisions, RUHS has elected to use the space at the vacated Riverside Juvenile Hall. RUHS may continue to use the temporary area at Riverside Juvenile Hall; buildings 1, 2 and 3 for mental health rehabilitation services. These buildings will house approximately thirty-one mental health patients. The assigned security guards will patrol the two patient care buildings, monitor the video command center, round the area and respond to security emergencies, as needed.

Impact on Citizens and Businesses

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

RUHS is committed to providing its patients, visitors, staff and the community with a safe environment of care. Security is important especially during these challenging times. The presence of these guards will provide the necessary degree of security for patients and staff to feel comfortable on the campuses as we work to mitigate the spread of the disease within the community.

Additional Fiscal Information

The contract is funded through the Hospital Enterprise Fund and RUHS Behavioral Health Federal/State. The department will seek reimbursement through the CARES Act for identified costs directly attributable to the COVID-19 response. No additional County Funds will be required.

Contract History and Price Reasonableness

Due to the lack of psychiatric care experience from the countywide awarded contractors, RUHS leadership searched for a security guard service with extensive experience with healthcare facilities and familiar with applying Joint Commission compliance strategies and Centers for Medicare and Medicaid Services (CMS) guidelines for seclusion and restraint of at-risk patients. 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 HSS effective August 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 at the Medical Center campus 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. On November 5, 2019, Agenda Item No. 15.1 the Board approved a Third Amendment which extended the term of the Agreement, expanded the scope of services and increased the annual compensation amount to \$2,085,631.

The hourly rates for the security officer is within industry standard market price with extensive training and experience with healthcare facilities and CMS guidelines for seclusion and restraint of at-risk patients.

ATTACHMENTS:

Attachment A: FOURTH AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR HEALTH CARE SECURITY SERVICES

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

BETWEEN COUNTY OF RIVERSIDE AND HEALTH CARE
SECURITY SERVICES OF CALIFORNIA, INC.

Attachment B: Emergency Procurement Form COVID -19


Tina Grande, Director of Purchasing 12/3/2020


Brianna Lentajo, Management Analyst 12/9/2020


Gregory H. Priamos, Director County Counsel 12/3/2020

COVID-19 Emergency Procurement Form

(for non-IT related procurements)

In response to the COVID-19 pandemic, the Emergency Service Director has authorized the temporary lifting of procurement guidelines that require obtaining three quotes for purchases over \$5,000 that are **directly related to providing a safe and secure environment for the protection of the public and employee health.**

COVID-19 emergency procurements shall be defined as materials, supplies, equipment or services that are directly related to activities in response to the COVID-19 pandemic.

This form is to be utilized by departments to **report** COVID-19 procurements over \$5,000 that did not involve securing competitive pricing. Completion and submittal of this form must occur within 24 hours of the purchase.

Departments may not misuse this temporarily suspension of procurement guidelines and purchase items that are not related to the COVID-19 pandemic without seeking competitive bids or secured through awarded contracts.

Complete the following information for reporting of purchases over \$5,000 and submit to Purchasing – Emergency Procurement Form at purchasing-epf@rivco.org.

Agency/Department: RUHS -Medical Center Total Dollar Amount: \$479,676

Department Contact Name: Angela Simpkins Contact Phone: 951-486-4684

Vendor Name: Healthcare Security Services, Inc.

Date of Purchase: April 12, 2020

Provide a brief summary of the materials, equipment, and/or services purchased. Attach a copy of the quote.

This request will increase the current Riverside University Health System – Medical Center (RUHS) security contract with Healthcare Security Services by \$479,676 effective April 12, 2020 through July 31, 2020. The additional security will be dedicated to COVID related activities at multiple RUHS locations. The additional security guards will secure entrances and parking lots of the Riverside University Health System Medical Center, testing tents and parking lots at the Arlington Campus, and provide security to a new Behavioral Health COVID facility located at the Riverside Juvenile Hall, where patients who have been exposed to or have tested positive for COVID can be safely isolated and treated.

By signing this form, you are confirming that this purchase is in response to the COVID-19 pandemic.



Chief Executive Officer

8/7/2020

Department Head or designee Signature

Title

Date

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

This Fourth Amendment to the Professional Service Agreement for Healthcare Security Guard Services (herein referred to as "Fourth 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 position and increase the annual maximum compensation amount to \$1,851,908 annually; and

WHEREAS, COUNTY and HSS entered into that certain Third Amendment to the Agreement, executed November 5, 2019, Agenda Item No. 15.1, and effective August 1, 2019 to extend the Term of the Agreement, and expand the scope of services and increase the annual maximum compensation amount to \$2,085,631 annually, and

WHEREAS, the worldwide pandemic of COVID-19 disease, also known as "novel coronavirus" has infected more the 18,000,000 individuals worldwide and more than 527,000 individuals in Riverside County, creating an immediate need for more healthcare services and workers to provide them; and

WHEREAS, COUNTY and HSS desire to amend the Agreement to exercise the final option to renew for an additional one-year period, effective August 1, 2020 through July 31, 2021, and expand the scope of work thereby by increasing positions providing security at a temporary

facility which will isolate and treat individuals potentially exposed to COVID-19 disease and to add additional staffing for the safety of those using the parking areas at the two RUHS Medical Center campuses; and

WHEREAS, COUNTY and HSS also desire to amend the annual maximum compensation amount;

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, 2020 and terminating on July 31, 2021, unless terminated earlier in accordance with Section VIII of the Agreement.”

2. **Special COVID-19 related Staffing Needs:** Effective April 12, 2020 HSS will make available, in response to the COVID-19 pandemic, the following additional staffing:

- Four (4) security guards at a time, twenty-four (24) hours per day, seven (7) days per week and one security shift supervisor for forty (40) hours per week to provide security at the COUNTY’s temporary COVID-19 facility; provided that if this facility is closed before July 31, 2020 such guards and supervisors will no longer be provided;
- Additional security guards assigned, as needed, to COVID testing tent coverage, hospital entrance security, and parking areas of the two RUHS Medical Center Campus.

These additional services will be made available at the same hourly rates for these positions in the existing contract between the parties.

3. **Contract Maximum:** The third sentence of Paragraph A. of Section VI. Staffing/Billing Rate of the Agreement is hereby deleted in its entirety and replaced with the following:

“Maximum payments by Customer to HSS shall be as follows:

- a) For Fiscal Year 2019-2020, effective April 12, 2020 the annual amount shall not exceed three million one hundred ninety-five thousand two hundred ninety-eight dollars (\$2,565,307) including all expenses, and
- b) For Fiscal Year 2020-2021, effective August 1, 2020 through July 31, 2021 the annual amount shall not exceed three million four hundred and three thousand five hundred dollars (\$3,403,500) including all expenses.”

4. **Appendix C-1. Payment Provision Table.** The payment provision table in APPENDIX C-1 Service Facilities and Payment Provision, is deleted and replaced as follows:

“The following rate table will enter into effectiveness on April 12, 2020. This rate table reflects the following modifications:

1. An increase in the weekly Security Officer hours at Arlington Campus from 504 to 728 for additional rotations through the facility’s parking areas.
2. An increase in the weekly Security Officer hours at Moreno Valley Campus from 648 to 816 for additional entrance coverage and rotations through the facility’s parking areas.
3. The addition of the following weekly hours assigned to the Juvenile Hall/ Behavioral Health Unit (BHU) to provide coverage by four Officers seven days a week twenty-four hours per day:
 - a. Security Shift Supervisor - 40 hours per week.
 - b. Security Officer - 632 hours per week.

RIVERSIDE UNIVERSITY HEALTH SYSTEM - CONSOLIDATED RATE TABLE - AUGUST 1, 2019 - JULY 31, 2020

ITEM	RUHS - Arlington			RUHS - Moreno Valley			RUHS - Behavioral Health			TOTAL COST
	Billing Rate	Weekly Volume	Total	Billing Rate	Weekly Volume	Total	Billing Rate	Weekly Volume	Total	
COVID Staffing - Security Officer	\$35.48	224	\$127,160	\$35.48	168	\$95,370	-	-	-	\$222,530
COVID Staffing - Security Officer at RUHS BH	-	-	-	-	-	-	\$23.65	40	\$17,997	\$17,997
COVID Staffing - Shift Supervisor at RUHS BH	-	-	-	-	-	-	\$28.12	632	\$239,149	\$239,149
COVID Total Cost	-	224	\$127,160	-	168	\$95,370	-	-	\$257,146	\$479,676
Cost for 17 Weeks prorated (April - July)	-	-	\$127,160	-	-	\$95,370	-	-	\$257,146	\$479,676
Annual Cost (3rd Amendment; BOS approved 11/05/19: 15.1)	-	-	\$954,567	-	-	\$1,131,064	-	-	-	\$2,085,631
New Annual Amount August 1, 2019 - July 31, 2020										\$2,565,307

The following rate table will enter into effectiveness on August 1, 2020 and will remain effective until July 31, 2021. This rate table reflects the following modifications:

1. A 3% increase in the contracted rate for all positions.

RIVERSIDE UNIVERSITY HEALTH SYSTEM - CONSOLIDATED RATE TABLE - AUGUST 1, 2020 - JULY 31, 2021

ITEM	RUHS - Arlington			RUHS - Moreno Valley			RUHS - Behavioral Health			TOTAL ANNUAL COST
	Billing Rate	Weekly Volume	Total Annual	Billing Rate	Weekly Volume	Total Annual	Billing Rate	Weekly Volume	Total Annual	
Program Manager	\$1,130.31	1	\$58,776	\$1,130.31	1	\$58,776	\$56.36	-	-	\$117,552
Facility Security Supervisor	\$35.35	40	\$73,727	\$35.35	40	\$73,727	\$35.35	-	-	\$147,454
Shift Supervisor	\$28.99	128	\$193,512	\$28.99	128	\$193,512	\$28.99	40	\$60,472	\$447,496
Security Officer Unarmed	\$24.39	672	\$854,608	\$24.39	812	\$1,032,651	\$24.39	632	\$803,739	\$2,690,998
Contingent Staffing	\$1.50	-	-	150%	-	-	150%	-	-	-
Estimated Holiday "Overtime" Differential	\$1.50	-	-	150%	-	-	150%	-	-	-
Estimated Total Regular Hours	-	-	\$1,180,623	-	-	\$1,358,666	-	-	\$864,211	\$1,403,500
COVID Staffing - Security Officer	-	-	-	-	-	-	-	-	-	-
COVID Staffing - Security Officer at RUHS BH	-	-	-	-	-	-	-	-	-	-
COVID Staffing - Shift Supervisor at RUHS BH	-	-	-	-	-	-	-	-	-	-
COVID Total	-	-	-	-	-	-	-	-	-	-
New Annual Amount August 1, 2020 - July 31, 2021										\$3,403,500

5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.

6. **Effective Date.** This Fourth Amendment to the Agreement shall become effective upon the signatures of both Parties or April 12, 2020, whichever should come first.

[Signature Page Follows]


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

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

By: 
Name: George Johnson

Title: County Executive Officer


Date: 10/29/20

By: 
Name: V. Manuel Perez

Title: Chairman, Board of Supervisors

Date: DEC 15 2020

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

By: 
Name: Richard D. Beougher II

Title: Vice President - Operations

Date: 10 AUG 2020

ATTEST:

Kecia R. Harper
County Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: 8/11/2020