



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



ITEM: 15.5
(ID # 17910)

MEETING DATE:

Tuesday, December 14, 2021

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Fifth Amendment to the Professional Service Agreement with Health Care Security Services of California, Inc. (HSS) to provide Security Services Without Seeking Competitive Bids for One Year, Effective August 1, 2021 through July 31, 2022, All Districts. [Total Cost \$3,696,288; up to \$369,628 in additional compensation] 44% Hospital Enterprise Fund – 40050; 56% RUHS Behavioral Health (Federal/State)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Fifth Amendment to the Professional Services Agreement with Health Care Security Services of California, Inc., to provide security services without seeking competitive bids for one-year, effective August 1, 2021 through July 31, 2022 in the annual amount \$3,696,288 and authorize the Chairperson 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 funding and as approved as to form by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the Agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the contract amount.

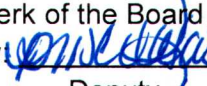
ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 12/7/2021

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Washington, 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: December 14, 2021
xc: RUHS-Medical Center

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 | \$ 3,388,264 | \$ 308,024 | \$ 3,696,288 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 44% Hospital Enterprise Fund 40050, 56% to RUHS Behavioral Health (Federal/State) | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 21/22 – 22/23 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will ratify and approve a Fifth Amendment to the existing Professional Service Agreement with Health Care Security Services of California, Inc. (HSS) for security guard services for one year at the Riverside University Health System-Medical Center (RUHS MC) Medical Surgical Center, Arlington Campus, Mental Health Rehabilitation Unit (MHRU), Arlington COVID Unit located at the former Riverside Juvenile Hall and Security Operations Center. Bid solicitation for security services was scheduled in February 2020 but was halted in the wake of the COVID-19 pandemic in March 2020. HSS's formal contract renewal was not executed until December 2020 due to clinical and administrative focused efforts on direct patient care during the pandemic surge.

This Amendment will establish a maximum contract amount of \$3,696,288 for security services during the period August 1, 2021 through July 31, 2022. Professional security services will be provided by a specially-trained staff which includes fifty-four (54) Security Officers, seven (7) Shift Supervisors, one (1) Facility Security Supervisor, and one (1) Program Manager who oversee a 24/7 operation to keep both healthcare providers and their patients safe at the RUHS Campuses.

Impact on Citizens and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

The contract is funded through the Hospital Enterprise Fund and RUHS Behavioral Health Federal/State. No additional County Funds will be required.

Contract History and Price Reasonableness

RUHS is unable to source security guard services from the existing countywide awarded contractors due to the lack of health care experience of those contractors and the need for

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

guards to meet regulatory requirements for at-risk patients using non-combative tactics. RUHS leadership searched for a security guard service with extensive experience in healthcare facilities and familiarity 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), the Board approved a Professional Service Agreement (PSA) 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 the First Amendment to the PSA to expand health care security guard services to the Medical Center campus in Moreno Valley, CA, increasing the maximum contract amount to \$1,264,974 annually.

On March 12, 2019, Agenda Item No. 15.2, the Board approved the Second Amendment to the PSA, which extended the services through July 31, 2019, with options to renew for two additional years and expanded the scope of work to add a Program Security Manager to oversee the services at both the RUHS-MC 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 the Third Amendment, which extended the term of the Agreement, expanded the scope of services and increased the annual compensation amount to \$2,085,631. On December 15, 2020, Agenda Item No. 15.3, the Board approved a Fourth Amendment which extended the term of the Agreement, provided staffing at the new RUHS-MC Arlington Campus COVID Unit and MHRC located at the former Riverside Juvenile Hall and increased the annual compensation amount to \$3,403,500 through July 31, 2021.

In order to mitigate any negative impacts to patient and staff life safety, RUHS is requesting approval to extend the agreement for one additional year to allow for a competitive bid process to be initiated and completed.

The hourly rates for the HSS staff have been adjusted to accommodate change in Consumer Price Index from 2020 to 2021.

ATTACHMENTS:

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

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


Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

12/7/2021


Jacqueline Ruiz, Sr. Management Analyst

12/8/2021


Gregory E. Priamos, Director County Counsel

12/8/2021

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

This Fifth Amendment to the Professional Service Agreement for Healthcare Security Guard Services (herein referred to as "Fifth 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 (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; 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, and

WHEREAS, COUNTY and HSS entered into that certain Fourth Amendment to the Agreement, executed December 15, 2020; Agenda Item No. 15.3 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 by increasing positions to include additional staffing at the two RUHS Medical Center campuses; and

WHEREAS, COUNTY and HSS desire to extend the period of performance for one additional year effective August 1, 2021 through July 31, 2022 and to amend the maximum compensation amount covering the period from August 1, 2021 through July 31, 2022;

NOW THEREFORE, the Parties agree as follows:

1. **Term** Section I ("Term") of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be effective from September 1, 2016 through July 31, 2022, unless terminated earlier in accordance with Section VIII of the Agreement."

2. **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 not exceed three million, six hundred ninety-six thousand, two hundred eighty-eight dollars (\$3,696,288) including all expenses from August 1, 2021 through July 31, 2022."

3. **Appendix C-1. Rate Tables.** The two rate tables in APPENDIX C-1 of the Agreement are deleted and replaced with one consolidated table as follows:

"The following rate table shall be effective on August 1, 2021 through July 31, 2022."

| RUHS Year 1 Rate Table – Through 8/1/2021 – 7/31/2022 | | | | | | | |
|--|------------------|--------------|--------------------|---------------|---------------|---------------|--------------|
| Item | Contracted Rates | | Budget Estimates** | | | | |
| | Billing Unit | Billing Rate | Worked FTEs | Weekly Volume | Monthly Costs | Annual Volume | Annual Costs |
| Program Manager | Hours | \$ 52.39 | 1.0 | 40 | \$9,105 | 2,086 | \$109,262 |
| Facility Security Supervisor | Hours | \$ 38.08 | 1.0 | 40 | \$6,618 | 2,806 | \$79,416 |
| Shift Supervisor Moreno Valley | Hours | \$ 31.26 | 3.2 | 128 | \$17,385 | 6,647 | \$208,621 |
| Security Officer Moreno Valley | Hours | \$ 25.67 | 20.3 | 812 | \$90,561 | 42,340 | \$1,086,738 |
| Facility Supervisor Arlington | Hours | \$ 38.08 | 1.0 | 40 | \$6,618 | 2,086 | \$79,416 |
| Shift Supervisor Arlington | Hours | \$ 31.26 | 3.2 | 128 | \$17,385 | 6,674 | \$208,621 |
| Security Officer Arlington | | \$ 25.67 | 18.2 | 728 | \$81,193 | 37,960 | \$974,317 |
| Shift Supervisor BHU | Hours | \$ 31.26 | 1 | 40 | \$5,433 | 2,086 | \$65,194 |
| Security Officer BHU | Hours | \$ 25.67 | 15.8 | 632 | \$70,486 | 32,954 | \$845,835 |
| Estimate Holiday "Overtime" Differential | Hours | 150% | | | \$3,240 | 2,912 | \$38,884 |
| | | | 64.7 | | \$308,024 | | \$3,696,288 |

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 Fifth Amendment to the Agreement shall become effective upon the signatures of both Parties or August 1, 2021, whichever should come first.

[Signature Page Follows]

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

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

By: Karen S. Spiegel

Name: Karen Spiegel

Title: Chairperson, Board of Supervisors

Date: DEC 14 2021

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

By: DocuSigned by:
Kirsten Benefiel

Name: Kirsten Benefiel

Title: CEO

Date: 12/2/2021

ATTEST:

Kecia R. Harper
County Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson
Martha Ann Knutson (Dec 3, 2021 10:12 PST)

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: December 3, 2021







Fifth Amendment to the Professional Service Agreement for Healthcare Security Guard Services Between the County of Riverside and Health Care Security Services of California, Inc.

Final Audit Report

2021-12-03

| | |
|-----------------|---|
| Created: | 2021-12-03 |
| By: | Jose Curiel (jo.curiel@ruhealth.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAljjVcVVKAX0lxVhxp6eKLjY-PdGLI1H |

"Fifth Amendment to the Professional Service Agreement for Healthcare Security Guard Services Between the County of Riverside and Health Care Security Services of California, Inc." History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2021-12-03 - 1:53:10 AM GMT
-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
2021-12-03 - 4:23:42 PM GMT
-  Document emailed to Martha Ann Knutson (martha.knutson@ruhealth.org) for signature
2021-12-03 - 4:24:19 PM GMT
-  Email viewed by Martha Ann Knutson (martha.knutson@ruhealth.org)
2021-12-03 - 6:11:15 PM GMT
-  Document e-signed by Martha Ann Knutson (martha.knutson@ruhealth.org)
Signature Date: 2021-12-03 - 6:12:05 PM GMT - Time Source: server
-  Agreement completed.
2021-12-03 - 6:12:05 PM GMT



Date: September 16, 2021
From: Jen Cruikshank, CEO
To: Board of Supervisors/Purchasing Agent
Via: Tony Curiel, Administrative Services Analyst (951) 486-6570
Subject: Sole or Single Source Procurement; Request for Specialized Security Services

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested: Health Care Security Services of California, Inc.**

2. **Vendor ID: 0000092993**

3. ☒ **Single Source** ☐ **Sole Source**

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).**

X **Yes** **No**
SSJ# 17-002

4a. **Was the request approved for a different project?**

☐ **Yes** ☒ **No**

5. **Supply/Service being requested:**

Security guard services for Riverside University Health System (RUHS) Medical Center (MC), Arlington Campus Inpatient Treatment (ITFO), RUHS Behavioral Health Unit, Arlington Juvenile Hall COVID-19 Unit, Medical Surgical Center, and Security Operations Center.

6. **Unique features of the supply/service being requested from this supplier.**

Healthcare Security Services (HSS) has provided comprehensive healthcare campus protection to RUHS-MC, Arlington Campus ITFO, RUHS Behavioral Health Unit, Arlington Juvenile Hall COVID-19 Unit, Medical Surgical Center, and Security Operations Center with hospital security services. HSS is well-versed in hospital security training across the entire spectrum of healthcare system, specializing in services for behavioral healthcare, large multi-state health systems, and trauma centers. HSS provide staff that are trained in Techniques for Effective Aggression Management (T.E.A.M) which are healthcare specific strategies that aid in safely deescalating violent encounters—unlike general C.P.I. trainings (Non-Violent Crisis Intervention) which are only designed to mitigate disruptive behavior. Through its T.E.A.M training and healthcare-specific approach, HSS is able to effectively



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

| Description: | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | FY 20/21 | FY 21/22 | Total |
|--|-----------|-----------------|------------------|-----------------|------------------|-----------------|--------------|
| One-time Costs: | | | | | | \$3,696,288 | \$3,696,288 |
| | | First Amendment | Second Amendment | Third Amendment | Fourth Amendment | Fifth Amendment | |
| Ongoing Costs: | N/A | N/A | N/A | N/A | N/A | N/A | |
| Previous SSJ Approved Amounts:*1 7-002 | \$835,600 | \$1,264,979 | \$1,851,908 | \$2,085,631 | \$3,403,500 | | \$9,441,618 |
| Total Costs | \$835,600 | \$1,264,979 | \$1,851,908 | \$2,085,631 | \$3,403,500 | \$3,696,288 | \$13,137,906 |

- **FY 16/17:** Agreement established on 7/12/16 with maximum annual compensation of \$835,600 for a two-year period, with option to renew annually for 3 years.
- **FY 17/18:** First Amendment approved, maximum compensation increased to \$1,264,979 to add an additional site (Moreno Valley Campus).
- **FY 18/19:** Agreement renewed; Second Amendment approved, maximum compensation increased to \$1,851,908 to add a Security Program Manager at Moreno Valley and Riverside campuses.
- **FY 19/20:** Agreement renewed; Third Amendment approved, maximum compensation increased to \$2,085,631 to provide additional security coverage for the newly constructed Moreno Valley Campus Medical Surgical Center and to provide 24-hour coverage of the new Security Operations Center.
- **FY 20/21:** Emergency Procurement Form approved authorizing increase of \$479,676 to provide additional security guards from April 12, 2020 to July 31, 2020 at: RUHS-MC; Arlington Campus test sites; and, Behavioral Health COVID facility in Riverside. Agreement renewed; Fourth Amendment approved, maximum compensation to be increased by \$838,193 to add: four additional guard services twenty-four hours per day, seven days per week; one COVID Isolation Facility Security Shift Supervisor for forty hours per week; and, additional staffing hours for multiple locations. Total maximum compensation increased to \$3,403,500.
- **FY 21/22:** Fifth Amendment to increase maximum compensation to \$3,696,288 for security services at RUHS Medical Center, RUHS Medical Center Arlington Campus, RUHS Behavioral Health Unit, Arlington Juvenile Hall COVID Unit, Medical Surgical Center, and Security Operations Center, pending.

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

Amended to add additional
Years of service. Recommend Renew
of Alt Svc Companies Prior to Expiration

Not to exceed:

☐ One-time \$ _____

☐ Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____

FY _____ : \$ _____


Purchasing Agent

11/17/21
Date

17-002 A
Approval Number
(Reference on Purchasing Documents)

ROUTE SLIP

From: Tony Curiel, Administrative Services Analyst

Date: October 26, 2021

Regarding: SSJ – HEALTHCARE SECURITY SERVICES, 1YR AMENDMENT

| Name | Title | Reviewed |
|--------------------------|------------------------------------|----------|
| Anna Marie Johnson-Earls | Procurement Contract Specialist | Yes |
| Angela Simpkins | Chief Clinical Integration Officer | AS |
| Jen Cruikshank | Chief Executive Officer | jc |

- Attached are the following and requires approval:
 - *Sole Source Justification (SSJ) – required for non-competitive Agreements in excess of \$5,000*
 - Amount – \$3,696,288 annually, total 1yr - \$3,696,288
 - Period of Performance – August 1, 2021 – July 31, 2022
 - Service – The Campus Security Department at Riverside University Health System Medical Center (RUHS-MC) has engaged Healthcare Security Services Inc. (HSS) for specialized, comprehensive healthcare campus protection to RUHS-MC, Arlington Campus ITFO, RUHS Behavioral Health Unit, Arlington Juvenile Hall COVID-19 Unit, Medical Surgical Center, and Security Operations Center with hospital security services.
 - Hospital benefits – HSS provides specialized, healthcare specific security services that work to provide a safe environment for staff and patients. The training provided by HSS to their staff allows for behavioral health de-escalation and intervention, and can provide hands-on assistance with disruptive patients, if required. Additionally, the presence of specially trained security guards provides intrinsic value by allowing patients and staff to feel secure while on RUHS-MC campuses.
- Requested and Championed by –
Campus Security Department
- Reviewed and pre-approved by –
Procurement Contract Specialist
- Anticipated BOS agenda date – December 7, 2021

The one (1) year 5th Amendment with Healthcare Security Services Inc. will require board approval with a total contract amount of \$3,696,288. Per Ordinance 459,