



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



ITEM: 15.7
(ID # 19759)

MEETING DATE:
Tuesday, August 30, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Sixth Amendment to the Professional Service Agreement with Health Care Security Services of California, LLC (HSS) to provide Healthcare Security Guard Services without seeking competitive bids for one-year, effective August 1, 2022 through July 31, 2023; All Districts. [Total Cost \$4,739,396; up to \$473,939 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 Sixth Amendment to the Professional Service Agreement with Health Care Security Services of California, LLC, to provide Healthcare Security Guard Services without seeking competitive bids for one-year, effective August 1, 2022 through July 31, 2023 in the annual amount \$4,739,396 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:


 Jennifer Cruikshank Chief Executive Officer - Health System 8/18/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: August 30, 2022
 xc: RUHS

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	\$4,271,498	\$467,898	\$4,739,396	\$ 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: 22/23-23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will ratify and approve a Sixth Amendment to the existing Professional Service Agreement with Health Care Security Services of California, LLC (HSS) for healthcare security guard services for one year at the Riverside University Health System-Medical Center (RUHS MC) Medical Surgical Center, Arlington Campus, Behavioral Health Rehabilitation Unit, Arlington COVID Unit located at the former Riverside Juvenile Hall and Security Operations Center. Bid solicitation for security services are currently in process and RUHS-MC is engaging HSS to continue its security guard services while this bid solicitation is completed.

This Amendment will establish a maximum annual contract amount of \$4,739,396 for security guard services during the period of August 1, 2022, through July 31, 2023. Professional security services will be provided by a specially-trained staff which includes fifty-four (54) Security Officers, seven (7) Shift Supervisors, two (2) Facility Security Supervisors, and one (1) Program Manager who will 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 hospital care experience and ability to meeting regulatory requirements for at-risk patients using non-combative tactics.

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

On July 12, 2016, Agenda Item No. 3-57, (Sole Source approval #17-002 dated June 9, 2016), the Board approved a Professional Services Agreement (PSA) with 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 the First Amendment to the PSA in order to expand health care security guard services at the Medical Center campus in Moreno Valley, increasing the maximum contract amount to \$1,225,979 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.

On December 14, 2021, the Board approved a Fifth Amendment via Agenda Item No. 15.5 (which included Single Source Justification #17-002, dated November 17, 2021). This Fifth Amendment extended the term of the Agreement to allow for a competitive bid process to be initiated and increased the annual maximum compensation amount to \$3,696,288.

On July 27, 2022, the County of Riverside Purchasing and Fleet Department authorized RUHS's request to amend Single Source Justification #17-002A (now referenced as #17-002A2).

In order to mitigate any negative impacts to patient and staff life safety, RUHS-MC is requesting approval to extend the agreement for an additional one-year term to allow for the competitive bid process to be initiated and completed. The hourly rates for the HSS staff have been adjusted to accommodate annual pay raises needed to procure and retain healthcare security personnel.

ATTACHMENTS:

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

Attachment A: SIXTH AMENDMENT TO THE HEALTHCARE SECURITY
SERVICES AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND
HSS


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/18/2022


Jacqueline Ruiz, Sr. Management Analyst

8/23/2022

**SIXTH AMENDMENT TO THE HEALTHCARE SECURITY SERVICES AGREEMENT
BETWEEN THE COUNTY OF RIVERSIDE AND HEALTH CARE SECURITY SERVICES OF
CALIFORNIA, LLC.**

This Sixth Amendment to the Healthcare Security Services Agreement (herein referred to as "Sixth Amendment") is made and entered into by and between **Health Care Security Services of California, LLC**, a California limited liability company (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; 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 increase the annual maximum compensation amount to not exceed \$2,565,307, and

WHEREAS, COUNTY and HSS entered into that certain Fifth Amendment to the Agreement, executed December 14, 2021; Agenda Item No. 15.5 to exercise an option to renew for an additional one-year period, effective August 1, 2021 through July 31, 2022, and expand the scope of work by increasing positions to include additional staffing at the two RUHS Medical Center campuses; and increase the annual maximum compensation amount to not exceed \$3,696,288; and

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WHEREAS, COUNTY and HSS now desire to update the legal description of HSS, extend the period of performance for an additional one-year term, effective August 1, 2022 through July 31, 2023 and to amend the maximum annual compensation amount covering the period from August 1, 2022 through July 31, 2023;

NOW THEREFORE, the Parties agree as follows:

1. **Health Security Services of California, LLC:** Health Security Services of California, Inc., a California corporation, converted to a California limited liability company on April 20, 2022.

2. **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, 2023, unless terminated earlier in accordance with Section VIII of the Agreement.”

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 not exceed four million seven hundred thirty-nine thousand three hundred ninety-six dollars (\$4,739,396) including all expenses from August 1, 2022 through July 31, 2023.”

4. **Appendix C-1. Rate Tables.** The consolidated rate table in APPENDIX C-1 of the Agreement is hereby deleted and replaced with the following table:

“The following rate table shall be effective on August 1, 2022 through July 31, 2023.”

RUHS Rate Table - Through 8/1/2022 - 7/31/2023							
Item	Contracted Rates		Budget Estimates*				
	Billing Unit	Billing Rate	Worked FTEs	Weekly Volume	Monthly Costs	Annual Volume	Annual Costs
Exempt Program Manager	Hours	\$ 63.47	1.0	40	\$11,032	2,086	\$132,386
Facility Supervisor Moreno Valley	Hours	\$ 45.13	1.0	40	\$7,844	2,086	\$94,132
Shift Supervisor Moreno Valley	Hours	\$ 42.57	3.2	128	\$23,676	6,674	\$284,114
Security Officer Moreno Valley	Hours	\$ 32.08	21.5	859	\$119,740	44,791	\$1,436,877
Facility Supervisor Arlington	Hours	\$ 45.13	1.0	40	\$7,844	2,086	\$94,132
Shift Supervisor Arlington	Hours	\$ 42.57	3.2	128	\$23,676	6,674	\$284,114
Security Officer Arlington	Hours	\$ 32.08	18.2	728	\$101,479	37,960	\$1,217,749
Shift Supervisor BHU	Hours	\$ 42.57	1.0	40	\$7,399	2,086	\$88,786
Security Officer BHU	Hours	\$ 32.08	15.8	632	\$88,097	32,954	\$1,057,167
Estimated Holiday "Overtime" Differential	Hours	150%			\$4,162	2,966	\$49,940
			<u>65.9</u>		<u>\$394,950</u>		<u>\$ 4,739,396</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.
 ** HSS commits to maintaining all living wage requirements and, when increases are mandated by labor law requirements, will provide RUHS with new invoice rates for all positions included in any mandated increase.

- Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
- Effective Date.** This Sixth Amendment to the Agreement shall become effective upon the signatures of both Parties or August 1, 2022, whichever should come first.

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

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

By: Jeff Hewitt
 Name: Jeff Hewitt

Title: Chair, Board of Supervisors

Date: AUG 30 2022

Health Care Security Services of California, LLC, a California limited liability company

By: Ken Ottenberg
 Name: Ken Ottenberg

Title: President

Date: 7/12/2022

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ATTEST:

Kecia R. Harper
County Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 

Name: Esen Sainz

Title: Deputy County Counsel

Date: Jul 13, 2022









Sixth Amendment to the Healthcare Security Services Agreement between the County of Riverside and Health Care Security Services of California, LLC.

Final Audit Report

2022-07-13

Created:	2022-07-12
By:	Jose Curiel (jo.curiel@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAKEYb0x9-Rn3rKVboFi9yURY_EvGhJBIRu

"Sixth Amendment to the Healthcare Security Services Agreement between the County of Riverside and Health Care Security Services of California, LLC." History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
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-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
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✔ Agreement completed.

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