

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

118



FROM: Riverside County Regional Medical Center (RCRMC)

SUBMITTAL DATE:
January 08, 2013

SUBJECT: Educational Services Agreement with Riverside Community College District (RCCD)

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify and authorize the Chairman to sign the Agreement with Riverside Community College District (RCCD) without securing competitive bids; in accordance with Board Policy A-18 and Ordinance 459.4 to provide education services for RCRMC's Nursing Department effective January 1, 2013, with the option to renew annually for four additional years not to exceed \$34,300 annually.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation not to exceed ten percent above the annual aggregate amount of the contract.

(cont'd on page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$34,300	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: 100% Hospital Enterprise Funds

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

- Policy
- Consent
- Policy
- Consent

Dept Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
Agenda Number:

3-31

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE: 12/17/12
 Departmental Concurrence
 Purchasing: *Mark Seller* Assistant Director

BOARD OF SUPERVISORS

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BACKGROUND:

In accordance with Board Policy A-18 and in accordance with Ordinance 459.4; the agreement with Riverside Community College District (RCCD) was developed without securing competitive bids for educational services in the amount not to exceed \$34,300 on an annual basis- to provide a curriculum for RCRMC's medical surgical nurse residency program. In order to supply the need for appropriately trained registered nurses (RN's), a residency is necessary. The course for NRN200 [Transition to Practice Medical-Surgical Training] is taken by the potential employee and upon successful completion; RCRMC has the ability to hire based upon the RN's performance during the class/clinical time as a non-employee.

PRICE REASONABLENESS:

It is anticipated to decrease the cost of providing a nurse residency as the class does not require a participant be hired prior to admission. No other costs are anticipated. Annual expenditure-- \$34,300.

FINANCIAL IMPACT:

100% Hospital Funds

REVIEW/APPROVAL:

County Purchasing

County Counsel

DB:ns

Date: 12/06/2012

From: Douglas Bagley, Hospital Director Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Riverside Community College District Educational Services Agreement, NRN 200 – 4 Units Transition to Practice Medical-Surgical Training

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

1. Supply/Service being requested:

Provision of Transition to Practice Curriculum including the following: Curriculum development, classroom space, simulation lab, and faculty. This twelve week program constitutes our Medical-Surgical Nurse Residency program.

2. Supplier being requested:

Riverside Community College District

3. Alternative suppliers that can or might be able to provide supply/service:

None available

4. Extent of market search conducted:

Discussion with various nursing programs none able to provide additional services. Program must be located in close proximity to Riverside County Regional Medical Center. Program was developed and previously provided under a grant obtained by RCCD.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Location of provider, cost of service, and the only other school located optimally in proximity to our facility is California Baptist University with prohibitive admission and cost per unit restrictions.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

Currently, RCRMC has limited classroom space, educational faculty, and only one adult simulation trainer. In order to supply the need for appropriately trained registered nurses a residency is necessary. RCCD due to classroom availability is able to accept larger amounts of students at one time effectively doubling our ability to train new nurses via residency. The class is taken by the potential employee and upon successful completion RCRMC has the ability to hire based upon the Registered Nurse's performance during the class/clinical time as a non-employee.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

It is anticipated to decrease the cost of providing a nurse residency as the class does not require that a participant be hired prior to admission. No other costs are anticipated. Maximum amount not to exceed \$34,300 annually.

**RIVERSIDE COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES AGREEMENT**

This agreement is entered into this ____ day of _____, 2012, between Riverside Community College District, hereinafter referred to as "**District**," and Riverside County Regional Medical Center, hereinafter referred to as "**Contractor**".

1. The **District** shall provide the course(s) and services as specified in the attached Schedule(s) and course document(s), if any, and at the times, dates, and locations indicated therein. The course(s) and services, course document(s), if any, and course schedule(s) so specified will hereinafter be referred to as the "Course."
2. The **Contractor** agrees to accept the Course and agrees to pay the District for services rendered in accordance with the provisions of the attached Schedule A.
3. The **District** will conduct the Course at Contractor's place of business.
4. The **District** will report attendance (if applicable) and provide performance records to the Contractor within five working days of Course completion.
5. Students/trainees will receive credit for 4 units.
6. This Agreement includes the provisions of the attached Schedule(s) and course documents, if any, which are made a part of this Agreement herein by this reference. All attached Schedule(s) and course document(s) must be individually initialed and dated by both parties to this Agreement.
7. The term of this Agreement shall be effective January 1, 2013 and continue in effect through June 30, 2013, with the option to renew for four additional one-year periods renewable in one year increments by written amendment, unless terminated earlier.
8. The **Contractor** agrees not to enter into competitive agreements with the contract trainer/s and/or the Riverside Community College District from the date of this agreement, until two years after the completion of this agreement.
9. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject and purpose of this Agreement. Each party to this Agreement acknowledges and agrees that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and agrees that no other agreement, statement, or promise not contained herein shall be valid or binding. The parties hereto agree that this Agreement constitutes the sole and entire understanding and agreement among the signatories and all parties represent and warrant that they are not relying on any promises, representations, or agreements other than those expressly set forth in this Agreement.
10. The **District** shall hold harmless, indemnify and defend the Contractor against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the District, its employees, or agents, resulting from the performance of this agreement.

The **Contractor** shall hold harmless; indemnify and defend the District against any liability, including reasonable attorney fees, arising out of negligent acts, errors or omissions of the Contractor, his employees, or agents, resulting from the performance of this agreement.
11. Both parties will maintain in full force and effect at all times during this agreement a policy of general liability insurance, or self-insurance, covering all of its operations, with no less than \$1,000,000 coverage per occurrence. The parties will also maintain workers' compensation insurance in accordance with the

laws of the State of California. Evidence of said insurance policies shall be furnished upon request of either party.

- 12. The parties agree that they shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race, color, ancestry, genetic information, sexual orientation, physical or mental disability, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law.
- 13. This Agreement is subject to amendment only with the unanimous consent of all the signatories and any amendment must be in writing and signed by all parties hereto.
- 14. This Agreement may be terminated by either party with 15 days advance notice in writing. Termination to coincide with the end of a course.
- 15. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

James L. Buysse,
Vice Chancellor, Administration & Finance
Title

Title

FORM APPROVED COUNTY COUNSEL
BY Neal R. Kipnis
NEAL R. KIPNIS DATE 12/13/14

**Riverside Community College District
Customized Solutions for Business & Industry**

**SCHEDULE A
SERVICES & COMPENSATION**

This schedule sets forth the compensation payable for services rendered in accordance with the terms and provisions of the Educational Services Agreement, dated the 1st day of January, 2013, between the Riverside Community College District and Riverside County Regional Medical Center, here referred to as "Contractor". This Schedule is incorporated into and, by this reference, made a part of the Agreement referenced above and all terms, referenced and defined in Agreement, apply hereto.

The District agrees to provide the following services, in accordance with the following terms, provisions, and conditions:

Name of programs: NRN 200 - 4 units

Fees: Course development: n/a
Instructional delivery costs: \$5,708.22
Administrative fee 1,141.64

Total Fees: \$6,849.86/per course for 30 participants

For 1-15 students, the cost will be a flat \$3,424.93. Every student after that, up to 30 participants, will be an additional \$228.33 per participant.

(If 4 courses are offered during the year, fees will be a maximum of \$27,399.44/year.)

Training Schedule

Up to 4 course sessions (which include 48 hours of seminar and 300 hours of clinical) per year, dates and times to be determined, beginning January 1, 2013. A maximum of 30 participants per course is allowed. All courses are to be held at contractor's place of business.

Payment Terms: All fees will be due at the beginning of each session.

District initials

Date

Contractor initials

Date

Send payment to:
Auxiliary Business Services
Riverside Community College District
4800 Magnolia Avenue
Riverside, CA 92506

Bill to:
Contractor
Manager
Riverside County Regional Medical Center