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



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
November 4, 2014

SUBJECT: Ratify the Sole Source consulting services agreement with The Greeley Company, for policy procedure review and development. District 5 [\$24,500] RCRMC Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to execute the attached agreement with Greeley Company.

BACKGROUND:

Summary

To achieve regulatory compliance with the Joint Commission ("TJC"), Riverside County Regional Medical Center (RCRMC) is obligated to review all of the Hospital policies every three years to meet Centers for Medicare and TJC conditions of participation. As RCRMC prepares for their upcoming compliance survey by TJC, RCRMC requests approval to engage in a professional services contract with The Greeley Company to review and evaluate all policies and procedures used by the Hospital and each of its Health

(continued on Page 2)

Annette Greenwood
Annette Greenwood
Ambulatory Care Director
for Zareh Sarrafian, CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 24,500	\$ 0	\$ 24,500	\$ 0	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>

SOURCE OF FUNDS: RCRMC Enterprise Fund

Budget Adjustment: NO

For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- PURCHASING & FLEET SERVICES: *Lisa Brandl*
Lisa Brandl, Director
- Departmental Concurrence
- FORM APPROVED COUNTY COUNSEL
BY: *GREGORY P. PRIAMOS*
DATE: 11/3/14
- ☐ A-30 ☐ Positions Added ☐ Change Order
☐ 4/5 Vote

Prev. Agn. Ref.:

District: 5

Agenda Number:

3-46

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the Sole Source consulting services agreement with the Greeley Company, for policy
and procedure review and development**

DATE: November 4, 2014

PAGE: 2 of 2

BACKGROUND:

Services Departments. This review and evaluation will identify policies and processes that are not valid or outdated, policies that conflict with other areas of hospital operations and department specific policies to be implemented as hospital wide policies. The Greeley Company will instruct and guide hospital staff on the proper method to use in developing policies and procedures and deliver an updated manual of policies and procedure for the hospital.

Impact on Residents and Businesses

This service impacts the patients residing in Riverside County receiving care from Riverside County Regional Medical Center (RCRMC).

Contract History and Price Reasonableness

The Greeley Company recently assisted RCRMC in successfully passing the Centers for Medicare and Medicaid Services (CMS) audits for RCRMC's Food and Nutrition Services department. Additionally, they have guided RCRMC in the development of an audit tool for credentialing of the medical staff for privileges. The Greeley Company has a rich history of providing innovative consulting and education solutions to healthcare organizations nationwide. The main focus of the Greeley Company is on contemporary needs and challenges related to medical staff optimization and physician engagement and alignment; accreditation and regulatory compliance; quality, performance and safety; and credentialing and privileging. With the assistance of The Greeley Company RCRMC will be in a more advantageous position to successfully pass the upcoming Joint Commission survey. Two (2) highly qualified surveyors will be devoted to this project. The total professional fee, including travel expenses, is \$24,500. This includes an on-site planning meeting, an opening conference with senior administration, small group interviews with senior administrative leaders, Quality Management Department, and a final report via conference call. The surveyors will be provided copies of the hospital wide and department specific policies and procedure manuals.

Terms and Conditions

The Greeley Company, Inc. Consulting Services Agreement

This agreement (the "Agreement"), is made this 27th day of October, 2014 and is effective (the "Effective Date") on the earlier of the 31st day of October, 2014 or the date of execution, by and between The Greeley Company, Inc., a Delaware corporation, with a principal address at 75 Sylvan St., Suite A-101, Danvers, Massachusetts 01923 ("Greeley"), and Riverside County Regional Medical Center, a corporation with a principal address 26520 Cactus Avenue, Moreno Valley, CA 92555 ("Client").

WHEREAS, Client desires to have certain services performed by Greeley in accordance with the terms and provisions of this agreement; and,

WHEREAS, Greeley agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and intending to be legally bound, Client and Greeley agree as follows:

- 1. Services:** The Services to be performed by Greeley under this Agreement include all services generally performed by Greeley in its usual line of business, described with particularity in the Proposal, which is attached hereto and incorporated herein. Greeley shall adhere to all terms and conditions as outlined and specified herein.
- 2. Payment/Fees:** The total fees for the services performed under this Agreement are outlined in Attachment A, which is attached hereto and incorporated herein. Upon execution of this Agreement, Client shall pay to Greeley a nonrefundable deposit of \$12,250. The deposit is payable upon receipt and must be received prior to the commencement of any services. Invoices will be sent on an interim basis for professional fees, expenses, applicable sales or like-kind taxes and associated fees. Expenses may be invoiced separately. All invoices are due upon receipt. Balances outstanding in excess of 30 days are subject to a late payment charge of 1.5% per month. Such interest shall accrue from the dates on which such amounts were due. In addition, Client shall reimburse Greeley for all costs incurred by Greeley (including, but not limited to, reasonable attorneys' fees) in collecting such overdue amounts from Client. Greeley shall send invoices to: Riverside County Regional Medical Center 26520 Cactus Avenue, Moreno Valley, CA 92555 Attn: Accounts Payable Department
 - a. Onsite dates and/or times cannot be changed without documented agreement with your Greeley administrative contact as such changes may affect consultant travel itinerary and/or professional fee. In the event Client cancels or postpones a scheduled on site date Client will be responsible for any non-refundable travel expenses, including applicable change fees and marginally increased travel expenses for other Greeley clients resulting from such short notice cancellation.
 - b. Scheduled onsite visits may not be changed with less than twenty-one (21) days notice. In the event that Client does cancel or postpone a scheduled engagement date within twenty-one (21) days, Client will be responsible for associated professional fees and any nonrefundable travel expenses.

3. Term and Termination

- a. The term of this Agreement will be for one (1) month commencing on the Effective Date.
- b. If either party shall fail to perform any of the terms, conditions, provisions or covenants in this Agreement and such default shall continue uncured for a period of ten (10) business days after the non-defaulting party provides the defaulting party with written notice thereof, the non-defaulting party may terminate this Agreement.
- c. Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, and/or covenants contained herein, which are expressly made to extend beyond the term, including without limitation, indemnities and confidentiality provisions.

4. Confidential Information: Information supplied by each party in the course of performing the services under this Agreement shall constitute Confidential Information. Confidential Information which is disclosed by either party to the other for the purpose of performing under this Agreement shall be protected by the receiving party and shall not be disseminated, disclosed or used for any purpose except in connection with the performance of this Agreement. However, neither party shall be required to keep confidential any information which: (a) is or becomes publicly available, (b) is already in that party's possession at the time of disclosure by the other party, (c) is independently developed by that party outside of the term or scope of this Agreement, (d) is rightfully obtained from third parties or I is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

5. Patient Records: If the services to be provided under this Agreement include exposure to Patient Records, Greeley shall execute the appropriate Business Associate Agreement as provided by Client.

6. Intellectual Property: Each party shall retain rights and ownership of all intellectual property, including without limitation all know-how, trade secrets, copyrights, and patentable inventions relating thereto, including materials notes, designs, technical data, ideas, know-how, research, reports, documentation and other information related thereto ("Intellectual Property"), that was developed and/or purchased prior to this Agreement. Greeley shall retain ownership of all Intellectual Property made or conceived or reduced to practice or developed by Greeley during the term of this Agreement. Upon full payment by Client for the services performed under this Agreement, Greeley hereby grants to Client the perpetual, nonexclusive, nontransferable, worldwide, royalty-free right and license to use its Intellectual Property included in the deliverables under this agreement for Client's internal purposes only. Client shall have no rights to sell, license, or distribute the work products (including future modifications) to any outside party without the prior written permission of Greeley.

7. Indemnification:

- a. Each party shall indemnify, defend and hold harmless the other party and its affiliates and their respective officers, directors, employees, agents and subcontractors

(collectively, "Indemnitees") from any and all third party claims, demands, actions, causes of action, losses, judgments, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and costs of settlement) (collectively, "Losses") that any of the Indemnitees may suffer as a result of (i) the negligence or willful misconduct of the indemnifying party, or (ii) any breach by the indemnifying party of any of its representations, warranties, covenants or agreements contained in this Agreement.

- b. The party seeking to be indemnified shall promptly notify the other party within twenty (20) days of any event or occurrence which could reasonably lead to a demand for money or any other remedy. The failure to provide such notice will not relieve the indemnifying party from its liability under this Agreement with respect to such claim, except to the extent the indemnifying party is prejudiced thereby. The indemnified party will have the right at its own expense to participate jointly with the indemnifying Party in the defense of any claim, demand, lawsuit or other proceeding.
- c. With respect to any claim for which the indemnifying party has acknowledged in writing its obligation to indemnify the other party, the indemnifying party will control the right to select counsel, settle, try or otherwise dispose of such claim, subject to the reasonable objection of the indemnified party.

8. Warranty/Limitation of Liability: Greeley warrants that it will perform the services under the Agreement with reasonable skill and care. This express warranty extends only to Client and not to any third parties. This express warranty is in lieu of all other warranties, either express or implied, including warranties of merchantability, non-infringement and fitness for a particular purpose. Greeley, its employees, officers, and/or directors will not be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses regardless of the form of action, damage, claim, liability, cost, or expense. Notwithstanding the above, Greeley's liability to Client in connection with the provision of the services shall not be greater than the amount paid to Greeley pursuant to this Agreement.

9. Conflict of Interest: Each party represents and warrants that it has full power and authority to undertake the obligations set forth in this Agreement and that it has not entered into any other agreements that would render it incapable of satisfactorily performing its obligations hereunder, or that would place it in a position of conflict of interest or be inconsistent or in conflict with its obligations hereunder.

10. Successors and Assigns: Neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, except that either party may assign this Agreement in connection with the transfer of all or substantially all of its assets, whether by sale, merger or otherwise. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors or assigns.

11. Non-Solicitation: During the term of this Agreement and for a period of one year following the termination of this Agreement (the "Restricted Period"), Client shall not: (i) employ, retain or engage (as an employee, consultant, or independent contractor), or induce or attempt to induce to be employed, retained or engaged, any person who is or was during the Restricted

Period an employee, consultant or independent contractor of Greeley who participated in this engagement; (ii) induce or attempt to induce any person or entity who participated in this engagement as an employee, consultant, or independent contractor of Greeley at any time during the Restricted Period to terminate his or her employment or other relationship with Greeley.

12. Governing Laws: The parties agree that this Agreement and interpretation thereof shall be governed, construed and performed in accordance with the laws of the State of New York. nk

13. Force Majeure: Anything to the contrary notwithstanding, neither of the parties hereto shall be liable to the other party for any loss, injury, delay, damages or other casualty suffered or incurred by such other party due to strikes, riots, storms, fires, explosions, acts of God, war, regional or national telecommunications failures, governmental action or any other cause similar thereto, which is beyond the reasonable control of such party. Upon this circumstance arising, the non-performing party shall promptly notify the other party in writing. The non-performing party will not be liable for this delay or failure to perform its obligations, except there will be a pro rata reduction in the consideration that would otherwise be due. If the period of nonperformance exceeds thirty (30) calendar days from the receipt of notice of the force majeure event, the party whose ability to perform has not been so affected may terminate this Agreement by giving written notice.

14. Non Waiver: The waiver, express or implied, by either of the parties hereto of any right hereunder or for any failure to perform or breach hereof by the other party shall not constitute or be deemed as a waiver of any other right hereunder or of any other failure to perform or breach hereof by such other party whether of a similar or dissimilar nature thereto.

15. Independent Contractors: Each party is functioning under this Agreement solely as an independent contractor to the other and not as an agent or partner of, or joint venture with, the other. Neither party has the authority to assume any obligation or incur any liability on behalf of the other party.

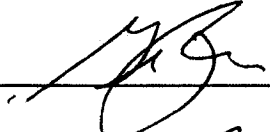
16. Severability: Any provision of this Agreement which is found to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision contained in this Agreement shall be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as then in effect.

17. Notice: Any notice which either party is required or may desire to serve upon the other party must be in writing. Notice must be served (i) by personal delivery, or (ii) by depositing the

same with a reputable overnight delivery service (with confirmed delivery, charge prepaid or billed to shipper). Notice must be addressed as shown in the introductory paragraph, unless a different address is designated in writing by the receiving party.

18. Entire Agreement: This Agreement is the entire agreement between the parties as to the matters covered by this Agreement and there are no other contracts, express or implied. This Agreement may only be modified by an amendment in writing signed by both parties.

The parties have caused this Agreement to be executed by their respective duly authorized representatives, as set forth below.

Name: 

Name: _____

Title: President & CEO

Title: _____

The Greeley Company, Inc.


Riverside County Regional Medical Center

Date: 10/28/14

Date: _____

Billing Contact: _____
Name Title

Email Phone Number

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

"ATTACHMENT A"

Our Understanding of the Situation

Riverside County Regional Medical Center ("RCRMC") has a diverse set of Hospital wide and department specific policies and procedures throughout the facility. You believe that there is value in reviewing the various policies and procedures to identify areas of overlap which can be condensed or eliminated, if duplicative, to allow for consistent and aligned documents and guidelines.

We propose to assist in the delivery of the following:

- a high level assessment of the current state of policy management for the Hospital and its departments
- a focused assessment of the highly vulnerable policies
- a roadmap for implementing the suggestions

Engagement Goals

In our experience, we have found that there are approximately fifty (50) key clinical and operational processes that result in the vast majority of compliance findings. We will conduct an assessment including a review of these highly vulnerable processes and recommend modifications necessary to achieve ongoing compliance as well as improved quality, safety and efficiency.

In summary, our goals are to:

- Identify areas of policy redundancy and complexity that can be eliminated
- Identify areas where existing policies are creating vulnerabilities
- Identify practical and sustainable policies that align with quality and safety

Scope

The scope of this engagement is to conduct a high level Policy Assessment on key clinical and administrative policies and current clinical practice.

Approach

Our approach involves:

Activity 1: Prepare Visit Agenda

Prior to the on-site visit, our lead consultant will work closely with you to map our on-site objectives to an agenda that maximizes the efficiency of that engagement.

Activity 2: Conduct Policy Assessment

During our on-site visit our consultants will:

- Review high vulnerability clinical and administrative policies and practice utilizing individual and group meetings and document review

- Review key policies against current standards, CMS conditions of participation, and quality, safety and efficiency opportunities
- Assist RCRMC with implementing prioritized roadmap as phase 1 budget allows.

Activity 3: Prepare Roadmap for Implementing Recommendations

Our consultants will prepare a report that summarizes findings and recommendations via a roadmap, for achieving efficiency and compliance in each policy identified for improvement.

Engagement Deliverables

We will complete the following deliverables during the course of this engagement:

NO.	DELIVERABLE	DESCRIPTION
1	Policy Assessment Findings Report and Roadmap	The report summarizes findings and recommendations for achieving compliance in each policy identified for improvement.

Engagement Staffing and Timing

We are prepared to provide up to 48 hours of on-site and off-site consulting and begin this engagement with an on-site visit on Friday, October 31st.

Professional Fees and Expenses

The fee for this service is \$24,500. This fee includes travel expenses and any applicable sales or like-kind taxes.

MILESTONE	PAYMENT AMOUNT
Upon contract execution – deposit	\$ 12,250
Upon submission of final report and roadmap	\$ 12,250