

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

439



SUBMITTAL DATE:
April 20, 2010

FROM: Riverside County Regional Medical Center, RCRMC

SUBJECT: Amendment to the Agreement(s) with the Contracted Temporary Dietetic Registry Staffing Services

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the amendment to increase the annual aggregate to an amount not to exceed \$639,000 for the period of March 1, 2010 through June 30, 2010, and;
- 2) Authorize the Chairman of the Board to execute the Amendment(s) with the following two Contractors: (a) Nutrition Ink and (b) CliniPro Staffing.

BACKGROUND: In March, 2006, County Purchasing on behalf of Riverside County Regional Medical Center (RCRMC) issued a formal request for proposal, RFP MCARC013, to secure qualified temporary Dietetic registry services at the most economical rates. The Food and Nutrition Services Department at RCRMC has experienced difficulty with retention of qualified and Registered Dietitians in the past and continues to have vacant positions that have been classified as difficult to recruit. (cont'd on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$245,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: 100% - Hospital Enterprise Funding	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Debra Cournoyer

Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 6, 2010
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 08/01/06; #3.23 and 06/16/09; #3.41 **District:** All **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.63

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE: 3/24/10
 NEAL R. KIPNIS
 Departmental Concurrence
 Purchasing: *Mark Seller*
 Mark Seller, Assistant Director
 Policy Consent
 Policy Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

TO: Board of Supervisors

Page: 2

SUBJECT: Amendment to the Agreement(s) with the Contracted Temporary Dietetic Registry Staffing Services

BACKGROUND (Continued):

In addition the impact of the mandatory furlough program has also affected the hospitals staffing issues making it more difficult to fill both Registered Dietitians and Technician positions for the department.

To ensure RCRMC meets Title XXII, Centers for Medicare & Medicaid Services (CMS) and Joint Commission requirements for screening and assessment of the hospitalized patient's nutritional needs and as patient census continues to be high and service requirements have increased, a fully staffed team of Clinical Dietitians are needed. These temporary registry contractors provide the personnel needed to staff according to the number of hospitalized patients and the patient acuity level until vacant positions can be filled.

Although the contract aggregate amount will increase, the billing rates will remain at the same uniform rate for each contracted dietitian registry.

Therefore, RCRMC requests that the existing agreements with Nutrition Ink and CliniProStaffing be amended to increase the total aggregate amount for fiscal year 2009/2010.

FINANCIAL IMPACT:

The Contracts will be funded 100% under the Hospital Enterprise Funds.

REVIEW/APPROVAL:

County Counsel
County Purchasing

DB/ns

THIRD AMENDMENT TO THE AGREEMENT

WITH

NUTRITION INK
(Dietary Registry)

That certain Agreement between Riverside County Regional Medical Center (COUNTY) and Nutrition Ink, (CONTRACTOR), initially approved by the Riverside County Board of Supervisors on August 1, 2006 (Agenda Item No. 3.23), first amendment approved on September 24, 2008, and second amendment approved by the Board of Supervisors on June 16, 2009, (Agenda Item No. 3.41), is hereby further amended effective March 1, 2010 as follows:

- 1. Delete the language of Section **10.0 BILLING AND INVOICING**, in its entirety and replace with the following:

“10.1 The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with Exhibit A, consisting of one (1) page attached hereto and incorporated herein. CONTRACTOR understands that the COUNTY’s budget for these services from all contractor’s providing such services, shall not exceed the aggregate amount of six hundred thirty-nine thousand (\$639,000) dollars annually. CONTRACTOR further understands that the COUNTY is not obligated to any one CONTRACTOR for any specific amount of business or dollars, and the COUNTY reserves the right to use the services of the CONTACTOR at the COUNTY’s discretion and only as needed.”

- 2. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CONTRACTOR
Nutrition Ink

By: M. Malouin, RD.

Merijane Malouin, RD
Type or Print Name

President / Owner
Type or Print Title

Date: 3-18-2010

COUNTY OF RIVERSIDE

By: Marion Ashley

Marion Ashley
Type or Print Name

Chair, Board of Supervisors
Type or Print Title

Date: APR 06 2010

ATTES I:
KECIA HARPER-IHEM, Clerk
By: Debra Williams
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 3/24/10
DATE

FOURTH AMENDMENT TO THE AGREEMENT

WITH

CLINIPROSTAFFING

(Dietary Registry)

That certain Agreement between Riverside County Regional Medical Center (COUNTY) and Clinicprostaffing (CONTRACTOR), initially approved by the Riverside County Board of Supervisors on August 1, 2006, (Agenda Item No. 3.23), first amendment approved on November 6, 2007, second amendment approved on September 16, 2008, and third amendment approved by the Board of Supervisors on June 16, 2009, (Agenda Item No. 3.41), is hereby amended effective March 1, 2010 as follows:

1. Delete the language of Section **10.0 BILLING AND INVOICING**, in its entirety and replace with the following:

“10.1 The COUNTY shall pay the CONTRACTOR for services performed and expenses incurred in accordance with Exhibit A, consisting of one (1) page attached hereto and incorporated herein. CONTRACTOR understands that the COUNTY’s budget for these services from all contractor’s providing such services, shall not exceed the aggregate amount of six hundred thirty-nine thousand (\$639,000) dollars annually. CONTRACTOR further understands that the COUNTY is not obligated to any one CONTRACTOR for any specific amount of business or dollars, and the COUNTY reserves the right to use the services of the CONTRACTOR at the COUNTY’s discretion and only as needed.”

2. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CONTRACTOR
CLINIPROSTAFFING

By: Catherine VanWert

Catherine VanWert
Type or Print Name

Coo
Type or Print Title

Date: 3-18-10

COUNTY OF RIVERSIDE

By: Marion Ashley

Marion Ashley
Type or Print Name

Chair, Board of Supervisors
Type or Print Title

Date: APR 06 2010

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis DATE: 3/24/10

ATTES I:
 KECIA HARPER-IHEM, Clerk
 By: Norrena Williams
 DEPUTY