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



ITEM 3.28 (ID # 6616)

MEETING DATE:

Tuesday, April 10, 2018

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and approval of the Thirteenth Amendment to the Agreement with RightSourcing, Inc. to provide Vendor Management Services; District- All; [Total Cost \$4,000,000; up to \$400,000 in additional compensation] [\$1,000,000 Annually]; County General Fund.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and approve the Thirteenth Amendment to the Agreement with RightSourcing, Inc. to increase the Vendor Management Services Agreement amount by \$1,000,000 annually, for a total annual contract amount not to exceed \$10,000,000, effective April 1, 2018 through December 31, 2021, and authorize the Chairman of the Board to sign the amendment on behalf of the County.
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the agreement and b) sign amendments to the compensation provisions that do not exceed ten (10) percent annually.

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

Date:

April 10, 2018

XC:

RUHS-Medical Center, Purchasing

3.28

Kecia Harper-Ihem

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FINANCIAL DATA	Curr	ent Fiscal Y	ear:	Next Fiscal Yo	ar:		Total Cost:		Ongoing Cost
COST		\$	0	\$	0		\$	0	\$ 0
NET COUNTY COST	\$	1,000,	000	1,000	\$,000,		\$ 4,000,000		\$ 0
SOURCE OF FUNDS: County General Fund – 10000 (\$1M)						Budget Adjustment: No			
							For Fisca	I Yea	ar: 17/18-20/21

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

Approval of this Thirteenth Amendment to the RightSourcing, Inc. contract would allow the County's Correctional Facility Department previously known as Detention Health Services (DHS) to utilize the vendor management service throughout all of its facilities within Riverside County and insert the required Joint Commission requirements as it pertains to the contractor's performance. Maintaining temporary staffing service will ensure adequate resources are available to meet both the Medical Center and Correctional Facilities demands. As a longtime partner, RightSourcing helped aid the Medical Center with temporary staff during its most needed time especially during implementation of the Medical Center's electronic health record system, EPIC.

During past periods of medical staffing shortages, hospital managers have had difficulty using standard county hiring processes to "quickly" hire medical staff, especially registered nurses. It is even harder to hire medical staff to work at a Correctional Facility. To meet objectives and to meet patient to nurse ratio, RUHS will continue filling vacancies with temporary clinical staff. This has improved RUHS's services by allowing shorter waiting periods for admission while ensuring that the required nurse-to-patient staffing ratios are met, all without the unnecessary cost of overstaffing.

Impact on Residents and Businesses

The Hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. The local economy will reap positive benefits from the presence and expansion of a thriving regional health system and where patients of all incomes can obtain high quality healthcare services.

Additional Fiscal Information

This Amendment will approve an additional \$1,000,000 to cover the cost for Correctional Facilities utilization without impacting the Medical Center's Hospital Enterprise Fund. The \$9,000,000 initially approved by the Board on December 13, 2016; Agenda Item Number 3-52

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will continue to be paid from the Medical Center's Enterprise Fund. This Amendment will not modify the current rates set in the contract.

If approved, RUHS would keep the total cost of temporary staffing services for both Medical Center and Correctional Facilities at an annual amount not to exceed \$10,000,000 per year.

Contract History and Price Reasonableness

The Medical Center has contracted with RightSourcing, Inc. for many years. The Board approved the current 5-year contract extension on December 13, 2016; Agenda Item Number 3-52.

ATTACHMENTS:

Attachment A:

THIRTEENTH AMENDMENT TO THE AGREEMENT WITH

RIGHTSOURCING, INC.

4/2/201

3.28

THIRTEENTH AMENDMENT TO THE AGREEMENT

WITH

RIGHTSOURCING, INC.

(Vendor Management Services)

That certain Agreement between the County of Riverside ("Client" or "County") and RightSourcing, Inc. ("RightSourcing"), approved December 13, 2011; Agenda Item 3.29, First Amendment approved April 12, 2012, Second Amendment approved June 8, 2012, Third Amendment approved November 1, 2012, Fourth Amendment approved May 30, 2013, Fifth Amendment approved October 16, 2013, Sixth Amendment approved July 11, 2014, Seventh Amendment approved February 27, 2015, Eighth Amendment approved July 10, 2015, Ninth Amendment approved July 17, 2015, Tenth Amendment approved May 24, 2016, Eleventh Amendment approved December 13, 2016, and Twelfth Amendment approved March 14, 2017; Agenda Item 3.19, is hereby amended as follows:

- 1. The last paragraph of **Section 3. BILLING** is amended with the following:
 - "Maximum payment by Client to RightSourcing shall not exceed ten million dollars (\$10,000,000) annually including all expenses. Client shall be responsible for monitoring the amount spent and advising RightSourcing when payments come close to the not to exceed amount. Client shall ensure that adequate funding exists for the duration of an assignment requested by Client. Client shall not be responsible for payment of any of RightSourcing's staff expenses related to this Agreement. Price increases shall not be permitted without prior written consent of both parties. RightSourcing shall provide written proof satisfactory to Client of any proposed price increases prior to its consideration and approval. All price increases shall be documented and included in a written amendment to this Agreement. No later than sixty (60) days prior to the expiration of each renewal term of this Agreement, both parties shall meet to review costs and pricing and mutually agree on any changes to pricing for the ensuing year."
- 2. Exhibit B, <u>CONTRACT SERVICES PERFORMANCE</u>, shall be made part of this Agreement as attached hereto and incorporated herein.
- 3. All other terms and conditions of the Agreement not modified herein shall remain unchanged.
- 4. Effective Date. This Thirteenth Amendment to the Agreement shall become effective upon signature of both Parties, or April 1, 2018, whichever should come first.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment.

COUNTY OF RIVERSIDE, a political	RightSourcing, Inc.			
Subdivision of the State of California				
By: Chuck Washington, Charman Board of Supervisors	By Leanne Oatman President			
Date: APR 1 0 2018	Date:			
ATTEST: Kecia Harper-Ihem Clerk of the Board Date: Deputy				
APPROVED AS TO FORM: Gregory P. Priamos County Counsel By: Danielle Maland				

Deputy County Counsel

EXHIBIT B

CONTRACT SERVICES PERFORMANCE

RIGHTSOURCING, INC.

(Vendor Management Services)

- 1. In accordance with Joint Commission requirement LD.04.03.09, EP 4, care, treatment, and services provided through contractual agreements are provided safely and effectively.
- 2. Performance expectations by the County must be established, shared with RightSourcing, and monitored.
- 3. The following performance expectations for this RightSourcing are as follows:
 - a. Quality of Services/Staff
 - 1. Do Not Return (DNR) rates will be minimal goal $\leq 5\%$ of total contracted staff
 - b. Responsiveness to clients' needs
 - 1. Fill rate Will provide County with qualified candidates to fill staffing needs goal \geq 90% within 10 (ten) days of request.
 - c. Regulatory Preparedness
 - 1. File audits twice per year goal $\ge 95\%$ of contract staff files have complete documentation of current professional licenses, certifications, required training, etc.