



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



ITEM: 15.1
(ID # 21033)

MEETING DATE:
Tuesday, January 31, 2023

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratification and Approval of the Second Amendment to the Professional Services Agreement with Weatherby Locums, Inc. for Physician Locum Tenens Coverage Effective January 1, 2023 through June 30, 2023. All Districts. [Total Amendment Cost \$1,250,000; up to \$200,000 in Additional Compensation Annually] 100% - Hospital Enterprise Fund 40050

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Second Amendment to the Professional Service Agreement with Weatherby Locums, Inc., for Physician Locum Tenens Coverage to increase the annual contract amount by \$1,250,000 from \$750,000 to \$2,000,000 effective January 1, 2023 through June 30, 2023 and authorize the Chair 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 upon the availability of funding and as approved 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 total sum of ten percent (10%) of the total annual cost of the agreement.

ACTION:


 Jennifer Cruikshank, Chief Executive Officer – Health System 1/17/2023

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
 Nays: None
 Absent: None
 Date: January 10, 2023
 xc: RUHS-Medical Center

Kimberly Rector
 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	\$1,250,000	\$0	\$1,250,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The requested Board action will ratify and approve a Second Amendment to the Professional Services Agreement between Riverside University Health System – Medical Center (RUHS-MC) and Weatherby Locums, Inc., to increase the maximum compensation amount per County fiscal year by \$1,250,000 from \$750,000 to \$2,000,000. Current projected physician staffing service needs for the month of January equate to an estimated \$200,000. This Amendment will ensure that adequate funding is in place to provide the necessary staffing of physicians through the end of the fiscal year, helping RUHS-MC to meet the healthcare needs of all patients.

Thus far, this winter season has resulted in an increased patient census for RUHS-MC of 60 additional patients per day. During periods of surges, this number has increased to 100 additional patients per day. This increased patient census has resulted in an increased demand for healthcare. Furthermore, RUHS-MC is experiencing increased challenges in maintaining appropriate levels of physician staffing within its inpatient and critical care units. This Amendment will allow RUHS-MC to continue utilizing the additional physician staffing resources made available by Weatherby Locums, Inc. to help offset those challenges.

Impact on Residents 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.

Contract History and Price Reasonableness

On February 23, 2022, the Purchasing Agent executed a Professional Service Agreement for Physician Locum Tenens Coverage with Weatherby Locums, Inc. effective February 23, 2022 through December 31, 2022 not to exceed the annual amount of \$250,000.

On December 15, 2022 the Purchasing Agent executed a First Amendment to extend the period of performance through June 30, 2023 and increase the maximum compensation by \$500,000 over the prior annual amount of \$250,000 to \$750,000 per county fiscal year.

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This Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and the \$750,000 delegation threshold for contracting with a single vendor for physician services per Resolution 2021-116.

ATTACHMENTS:

**Attachment A: SECOND AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT WITH WEATHERBY LOCUMS, INC.**


Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

1/18/2023


Steven Atkeson

1/25/2023


Gregg Gu, Chief Deputy County Counsel

1/19/2023

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
PHYSICIAN LOCUM TENENS COVERAGE
BETWEEN
COUNTY OF RIVERSIDE
AND
WEATHERBY LOCUMS, INC**

This Second Amendment to the Professional Service Agreement for Physician Locum Tenens Coverage (herein referred to as "Second Amendment") is made and entered into by and between the **County of Riverside**, a political subdivision of the State of California (herein referred to as "COUNTY"), on behalf of **Riverside University Health System** (herein referred to as "RUHS"), and **Weatherby Locums, Inc.** (herein referred to as "CONTRACTOR"), sometimes collectively referred to as the "Parties."

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Physician Locum Tenens Services, executed February 23, 2022, (herein referred to as "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that certain First Amendment to the Agreement, approved December 15, 2022 to extend the period of performance and increase the maximum compensation permitted to be paid under the Agreement;

WHEREAS, the Parties now desire to increase further the maximum compensation amount of the Agreement;

NOW THEREFORE, the Parties agree as follows:

1. **Compensation.** The second sentence of subsection 3.1 of Section 3. Compensation is hereby deleted in its entirety and replaced with the following:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed two million dollars (\$2,000,000) per County fiscal year, including all expenses."
2. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
3. **Effective Date.** This Second Amendment to the Agreement shall become effective January 1, 2023.

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

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

WEATHERBY LOCUMS, INC.

By: 

By: Natalie Eckart

KEVIN JEFFRIES
Chair, Board of Supervisors

Name: Natalie Eckart

Title: Director

Date: 1/31/23

Date: 1/10/2023

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: Martha Ann Knutson
Martha Ann Knutson (Jan 10, 2023 14:33 PST)

Martha Ann Knutson
Deputy County Counsel

Date: Jan 10, 2023










Weatherby 2nd Amendment_CoCo_TO vendor_vendor sign_

Final Audit Report

2023-01-10

Created:	2023-01-10
By:	Gilbert Rivera (g.rivera@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARSP1tYgGMOrkLMuqt8xrcTOCSd_SP2

"Weatherby 2nd Amendment_CoCo_TO vendor_vendor sign_" History

-  Document created by Gilbert Rivera (g.rivera@ruhealth.org)
2023-01-10 - 10:19:01 PM GMT
-  Document emailed to Denise Esparza (dresparza@rivco.org) for signature
2023-01-10 - 10:19:28 PM GMT
-  Email viewed by Denise Esparza (dresparza@rivco.org)
2023-01-10 - 10:20:23 PM GMT
-  Document signing delegated to mknutson@rivco.org by Denise Esparza (dresparza@rivco.org)
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-  Document emailed to mknutson@rivco.org for signature
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-  Email viewed by mknutson@rivco.org
2023-01-10 - 10:33:12 PM GMT
-  Signer mknutson@rivco.org entered name at signing as Martha Ann Knutson
2023-01-10 - 10:33:50 PM GMT
-  Document e-signed by Martha Ann Knutson (mknutson@rivco.org)
Signature Date: 2023-01-10 - 10:33:53 PM GMT - Time Source: server
-  Agreement completed.
2023-01-10 - 10:33:53 PM GMT