



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



**ITEM: 15.2**  
(ID # 26179)

**MEETING DATE:**

Tuesday, October 22, 2024

**FROM :** RUHS-MEDICAL CENTER

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Approve the Second Amendment to the Professional Service Agreement with OptumInsight, Inc., for Case Management Services without seeking competitive bids, effective upon signatures through March 31, 2025, All Districts. [Total Cost \$390,000, up to \$39,000 in Additional Compensation, 100% - Hospital Enterprise Fund 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Second Amendment to the Professional Service Agreement with OptumInsight, Inc., to provide case management services without seeking competitive bids, extend the period of performance, amend the Agreement's scope of services, and increase the contract amount by \$390,000 from \$1,704,000 to \$2,094,000 effective upon signatures through March 31, 2025, and authorize the Chair of the Board to sign the Amendment on behalf of the County; and

Continued on Page 2

**ACTION:Policy**

*Jennifer Cruikshank*  
Jennifer Cruikshank, Chief Executive Officer – Health System 10/9/2024

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel 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: October 22, 2024  
xc: RUHS-Medical Center

Kimberly A. 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**

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved as to form by County Counsel to: (a) issue a Purchase Order for any goods and/or services rendered within the approved contract amount (b) sign amendments including modifications to the scope of services that stay within the intent of the Agreement and (c) sign amendments to the compensation provision that does not exceed up to \$39,000 in additional funding through March 31, 2025.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$390,000	\$0	\$390,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% - Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System – Medical Center (“RUHS-MC”), having entered into a certain Professional Service Agreement with OptumInsight, Inc., for Quality Assessment Services, Inpatient Case Management Optimization Services, and Interim Care Management Leader Services (“Case Management Services”), is now seeking to increase the contract amount, amend the Agreement’s Scope of Services to include an Ambulatory Quality Support (AQS) component and extend the term of the agreement through March 31, 2025.

RUHS-MC has an immediate need to include an AQS component to the case management agreement to improve processes, performance, and care continuity. Approval of this Amendment will ensure that adequate funding is in place to include AQS services and ensures that RUHS-MC continues to meet the patient service needs of the surrounding community.

**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 September 26, 2023 (Agenda Item 15.3), the Board of Supervisors (Board) approved a Professional Service Agreement with OptumInsight, Inc., for Case Management Services

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effective September 26, 2023, through September 25, 2024, not to exceed the contract maximum amount of \$1,344,000.

On June 25, 2024, (Agenda Item 15.1), the Board approved the First Amendment to the Professional Services Agreement for Case Management Services to extend the term of the agreement through December 31, 2024, and increase the maximum contract amount by \$360,000 from \$1,344,000 to \$1,704,000.

The current proposed Amendment requires Board approval as its compensation provisions exceed the Purchasing Agent's authority and the \$50,000 delegation threshold for contracting with a single source vendor for professional services per Purchasing Policy Manual, Ordinance 459, and California Government Code S 25502.5.

**ATTACHMENTS:**

**Attachment A:** Second Amendment to the Professional Service Agreement for Case Management Services between County of Riverside and OptumInsight, Inc.

**Attachment B:** Single Source Justification # 24-076b

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 10/8/2024

  
Jacqueline Ruiz, Principal Analyst 10/11/2024

  
Gregg Gu, Chief of Deputy County Counsel 10/8/2024

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT  
FOR  
CASE MANAGEMENT SERVICES  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
OPTUMINSIGHT, INC.**

This Second Amendment to the PROFESSIONAL SERVICE AGREEMENT for CASE MANAGEMENT SERVICES (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 **OptumInsight, Inc.**, a Delaware corporation (herein referred to as “CONTRACTOR”), sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain PROFESSIONAL SERVICE AGREEMENT for CASE MANAGEMENT SERVICES, approved September 26, 2023, Agenda Item #15.1, and dated September 1, 2023, (herein referred to as “Agreement”); and

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain First Amendment to the PROFESSIONAL SERVICE AGREEMENT for CASE MANAGEMENT SERVICES, approved June 25, 2024, Agenda Item #15.1 and dated June 25, 2024, whereby the parties agreed to amend the Agreement to increase the maximum contract amount and extend the period of performance; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to extend the period of performance, amend the scope of services and increase maximum contract amount;

**NOW THEREFORE**, the Parties agree as follows:

1. **Period of Performance.** Section 2.1 of the Agreement is hereby deleted and replaced with the following.

“**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through March 31, 2025, unless terminated earlier. CONTRACTOR shall commence performance of the terms of this Agreement upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.”

2. **Compensation.** Section 3.1 of the Agreement is hereby deleted and replaced with the following.

“3.1 The COUNTY shall pay the CONTRACTOR for services performed, and expenses incurred in accordance with the terms of Exhibit B. Payment Provisions. Maximum Payments by COUNTY to CONTRACTOR shall not exceed two million ninety-four thousand dollars (\$2,094,000) during the period of performance. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR’S expenses related to this Agreement.”

3. **Exhibit “A” Scope of Services.** Exhibit A is hereby deleted and replaced with Exhibit “A-1”, attached.
4. **Exhibit “B” Payment Provisions.** Exhibit B is hereby deleted and replaced with Exhibit “B-1”, attached.
5. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
6. **Effective Date.** This Second Amendment to the Agreement shall be effective October 1, 2024.

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 on behalf of Riverside University Health System

By: 

Name: CHUCK WASHINGTON

Title: CHAIR, BOARD OF SUPERVISORS

Date: 10/22/2024

OPTUMINSIGHT, INC., a Delaware corporation.

By:   
Matthew Kinney (Sep 5, 2024 09:29 CDT)

Name: Matthew Kinney

Title: SVP

Date: 09/05/2024

Apttus: 01027159.2

ATTEST:  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Gregg Gu

Name: Gregg Gu

Title: Chief Deputy County

Date: 09/25/2024

**EXHIBIT “A-1”  
Scope of Services**

I. Scope of Services. Optum shall provide the following Services for RUHS or COUNTY:

A. Quality Assessment Services

1. Optum will:

- a. apply project management and program governance in partnership with COUNTY executive leadership, quality executives and case management leadership in addition to COUNTY identified project manager;
- b. maintain alignment of current Quality Assessment and Recommendations to Case Management and Command Center scope to provide consistency with Quality Team and Care Management resources on deliverables including:
  - i. organizational structure recommendations
  - ii. alignment to quality measure impact (transition of care measures, acute care measures, benchmarking improvement and goal setting)
  - iii. alignment to common processes, workflow and SOP recommendations
  - iv. opportunities to leverage common recommended analytics/reports/dashboards
- c. perform a Design Session for Quality Governance based on previous Quality Assessment

B. Inpatient Case Management Optimization Services.

1. Optum will:

- a. Assess current inpatient case management organizational structure, roles & responsibilities/accountabilities;
- b. Assess current inpatient case management daily processes, data and reporting mechanisms and performance;
- c. Assess alignment to outpatient/ambulatory care management team for transitions of care

2. Optum will:

- a. Deliver a roadmap and gap analysis to outline recommendations aligned to best practices. Roadmap will include:
  - i. Case Management organizational structure, team governance, roles, and responsibilities;
  - ii. Leadership development: comprehensive leadership training to sustain high levels of performance and provide tools to elevate management skill sets in all resources;
  - iii. Staff knowledge assessment: current performance, identify gaps and provide education in the areas of opportunity;
  - iv. Identification of any current team members that are a potential high performing candidate to recommend for the Manager/Director role.
- b. Optum will recommend process improvement and optimization in alignment with industry best practice with deployment to achieve the goals of:
  - i. operational efficiency as identified in the assessment;

- ii. inpatient throughput as reflected by decrease in excess days;
- iii. manage long length of stay reflected by decrease in Emergency Department boarding hours;
- iv. ensure accurate patient status reflected by decreased observation hours;
- v. promote proactive discharge planning reflected by discharge planning assessment completion rate;
- vi. Deploy interventions with structured change management practices;
- vii. Deploy standard education for agreed upon and implemented process improvement initiatives.

C. Interim Care Management Leader Services.

Optum will provide a resource to support COUNTY's Hospital Care Management (HCM) program to serve as the interim Hospital Care Management Director with the following duties:

- 1. Oversight of the daily operations of the HCM department;
- 2. Provide leadership and direction to all care management staff;
- 3. Support HCM department daily operations, reporting, staffing, and policies and procedures;
- 4. Delegate, supervise personnel, solve problems, make decisions, and develop systems and processes for successful integration and implementation;
- 5. Monitor, interpret, and analyze operational metrics and hold HCM department accountable for performance targets;
- 6. Communicate care management performance with all COUNTY stakeholders, including senior administration, appropriate hospital leadership, and physicians;
- 7. Work collaboratively with internal and external resources and agencies, physicians and all members of the interdisciplinary team in meeting patient/caregiver needs and organizational goals;
- 8. Participate in any committees, as requested; measure and monitor HCM key performance indicators and provide reports to leadership; delegate, supervise personnel, solve problems, make decisions, and support integration of CM specific products or vendors as appropriate
- 9. Manage HR responsibilities, scheduling, performance reviews as appropriate;
- 10. Support the hiring and transition of roles and responsibilities to the full-time HCM director once available.

The Optum resource will work at the direction and under the supervision of COUNTY. The Optum resource will provide leadership and direction to COUNTY's Hospital Care Management department. The Optum resource will report to Optum leader, Tiffany Steffen. The Optum resource will be available full-time (40 hours per week, 180 total hours per month), excluding Optum holidays and paid time off.

D. Ambulatory Quality Support Services.

Optum will be accountable for the following:

- 1. Panel-base Clinical Standard Measure Analytics



- a) Leverage PCP panels and a clinical standard quality measure set (HealthMaintenance) for program performance and internal benchmarking (analytics development).
- 2. Quality Achievement Annual Planning:
  - a) 2025 Goal Setting, Executive Reporting, and Project Calendar
- 3. Future (Approved) RIE and RIE Analytics Support:
  - a) Outreach RIE and Strategy
  - b) Well-Child (if approved) RIE
- 4. Current RIE and RIE Analytics Support:
  - a) IntraVisit – to be complete Q3
  - b) PreVisit
  - c) Post Visit
  - d) Clinical Standard Measure Master Dashboard – Real Time
- 5. Advise on potential inclusion of HEDIS measures in Blue Zones project
- 6. Acute Quality Leader advisory and support
- 7. Partner with Pop Health/IS/Quality on TA Marketplace Grant

Optum will support the follow:

- 1. Epic Foundational Build Optimization (through July 2025 estimated)
  - a) Continued work on Epic foundational build for all measures across Outreach, PreVisit Planning, IntraVisit and Post Visit workflows
- 2. Claims Data Ingestion and Incorporation into Workflow/Reporting (through July 2025 estimated)
  - a) 837 claims data ingestion and normalization for use with HealthMaintenance and Direct Stars/IEHP Registries
  - b) NCQA HE DIS Dashboard implementation (~ 6 months)

## II. Timelines:

- A. Timeline for Quality Assessment Services (Section I.A) and Inpatient Case Management Optimization Services (Section I.B). These Services have been estimated to take **(12) months** following receipt of all necessary information from COUNTY. The following timeline is proposed:
  - 1. Assessment and evaluation of current state and existing process: 3 months
  - 2. Future state design, change management, education, implementation of ideal state - 6 months
  - 3. Monitoring post implementation and ongoing support – 3 months
- B. Timeline for Interim Care Management Leader Services (Section I.C). The Services have been estimated to continue through to December 31, 2024. COUNTY understands that failure to meet its obligations, delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum’s ability to deliver the Services within the estimated timeline.
- C. Timeline for Ambulatory Quality Support Services (Section I.D.). The Services have been estimated to begin October 1, 2024 and continue through to March 31,

2025. COUNTY understands that failure to meet its obligations, delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum’s ability to deliver the Services within the estimated timeline.

III. Deliverables. Deliverable may contain Contractor Tools (as defined in the Agreement) and/or RUHS Data (as defined in the Agreement). COUNTY retains ownership of all RUHS Data in the Deliverables. Optum retains ownership of the Contractor Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof. Optum grants COUNTY the nonexclusive, nontransferable right to use the Deliverables, including the Contractor Tools contained therein as part of the Deliverables, for COUNTY's internal business purposes, without the right to resell or distribute any Deliverables.

<b>Case Management Deliverable</b>	<b>Description</b>	<b>Format</b>
<b>Kick-off Presentation</b>	Presentation that introduces Optum and COUNTY team, engagement scope and deliverables, and high level timeline.	Microsoft PowerPoint
<b>Supporting documentation outlining best practices</b>	Documents that outline care management best practices that may include job aids, processes and procedures, guidelines.	Microsoft Word
<b>Opportunity Assessment</b>	Gap analysis and COUNTY data analysis to identify opportunities to improve care management and reduce length of stay.	Microsoft PowerPoint
<b>Care Management Standard of Practice Roadmap</b>	Roadmap and prioritization matrix that identifies improvements and process redesign initiatives aligned with best practices and research.	Microsoft PowerPoint or Word

IV. Resource Plan. Resource Plan. The resource plan for the Services assumes the following roles and participation CONTRACTOR:

Role	Description
Senior Engagement Executive	Executive Sponsorship

Executive Program Leader	Responsible for the quality and timeliness of deliverables.
Subject matter expertise and thought leadership	Provide subject matter expertise for care management, process improvement and quality.
Project Management and process improvement	Responsible for the day-to-day management of project tasks and development of deliverables
Clinical education team	Provides knowledge assessment, focused materials and education to client's case management teams

- V. Out of Scope. Any services outside the Scope of Services set forth herein are considered out of scope, including but not limited to the following:
- A. Utilization Review Program
  - B. Denials Management
  - C. Any non-Riverside University Health System acute care facility
  - D. Post-acute care strategy
- VI. COUNTY Responsibilities. COUNTY shall be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in regard to COUNTY's compliance with its obligations set forth in the SOW. Optum's delivery of Services and the amount of fees charged are dependent on COUNTY's timely and effective compliance with COUNTY's obligations hereunder and Optum is not responsible for any deficiency or failure to complete Services if such deficiency or failure results from COUNTY's failure to fully and timely comply at all times with COUNTY's obligations which include, but are not limited to, the following.
- A. COUNTY will provide Optum resources with appropriate logins, system access, workspace, and tools to perform the Services in a timely manner. Technical set up prior to beginning the assigned Services shall be billed to COUNTY.
  - B. COUNTY resources shall provide adequate guidance to the Optum resources and shall provide timely decision-making.
  - C. COUNTY commits to making the necessary COUNTY resources, available to support the successful execution of the Services.
  - D. COUNTY will be responsible for procuring prior to commencement of the Services, and for maintaining, all applicable software licenses or hardware necessary for supporting the Services.
  - E. COUNTY will provide Optum access to any COUNTY technology only to the extent Optum needs such access to provide the Services.
  - F. COUNTY will provide any data, information, processes, documentation, or any other documents and information required by Optum for supporting the Services in a timely manner (a timely manner is typically within two (2) working days).

**EXHIBIT “B-1”**  
**Payment Provisions**

Fees and Payment Term

This is a fixed fee project; accordingly, COUNTY shall pay Optum the fixed fee amount of \$1,950,000 (US\$) for the Services (the “Services Fee”). COUNTY understands that delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum’s ability to deliver the Services within the Services Fee. Expenses to be incurred as part of the Services are estimated to be \$144,000 and consist primarily of travel expenses. Expenses are not included in the Services Fee and will be invoiced by Optum as incurred on a monthly basis. The estimated expenses are reflected in US dollars and are provided solely for COUNTY’S budgeting and forecasting purposes. Travel shall not be initiated without prior COUNTY’S approval.



SSJ No.: 24-076a

Amendment No.: 2

Date: Monday, September 16, 2024

From: Jennifer Cruikshank, Chief Executive Officer – Medical Center

To: Board of Supervisors

Via: Anthony Hernandez, Administrative Service Analyst II - (951) 486-4984

Subject: Request for Case Management Services

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote     
  Supplier Sole Source Letter     
  Final draft agreement  
 Final draft Form 11     
  H-11 approved by RCIT/TSOC     
  Grant Agreement  
 Other:

1. Supplier Name: OptumInsight, Inc. Supplier ID: 0000089811

2. Reason or Justification for the Amendment: RUHS is seeking to amend the agreement’s scope of services to include an Ambulatory Quality Support (AQS) component, increase the contract amount and extend the agreement. RUHS-MC has an immediate need to include an AQS component in the agreement to improve processes, performance, and care continuity. Including AQS services ensures RUHS-MC’s ability to provide adequate care to the patient community.

3. Please include the initial costs from the prior reviewed assigned SSJ in the table below:

Description:	FY 23/24	FY <u>24/25</u>	FY _____	FY _____	FY _____	Total
One-time Costs:	\$1,344,000.00	\$360,000				\$1,704,000.00
Total Costs	\$1,344,000.00	\$360,000				\$1,704,000.00

Note: Insert additional rows as needed

a. Amended goods and/or services costs must be identified below (If applicable):

Description:	FY 23/24	FY 24/25	FY _____	FY _____	FY _____	Total
One-time Costs:		\$390,000.00				\$390,000.00
Total Costs		\$390,000.00				\$390,000.00

Note: Insert additional rows as needed



4. Period of Performance: Effective September 26, 2023, and continue in effect through March 31, 2025

Ratify Start Date (if applicable): N/A

Initial Term Start Date: September 26, 2023 End Date: September 25, 2024

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A

Aggregate Term/ End Date: March 31. 2025

5. Projected Board of Supervisor Date (if applicable): TBD

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Jennifer Cruikshank		Sep 24, 2024
Print Name	Department Head Signature (Executive Level Designee)	Date

PCS Reviewed:

Joel Ruvalcaba		Sep 17, 2024
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psources@rivco.org](mailto:psources@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: \_\_\_\_\_

	9/27/2024	24-076b Amendment No. 2
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)