



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: August 16, 2016

Subject: Approve Payments for Services Provided by Cross Country Staffing, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$200,000 to Cross Country Staffing, Inc., for the provision of temporary medical staffing services including registered nursing, Sexual Assault Nurse Examiner (SANE) nursing, therapy, radiology, and pharmacy services at CCRMC for the period from July 1, 2015 through June 30, 2016.

FISCAL IMPACT:

This contract was funded 100% Hospital Enterprise Fund I.

BACKGROUND:

On June 16, 2015, the Board of Supervisors approved Contract #26-347-25 (as amended by Amendment Agreement #26-347-26) for the provision of temporary medical staffing services including registered nursing, Sexual Assault Nurse Examiner (SANE) nursing, therapy, radiology, and pharmacy services at CCRMC for the period from July 1, 2015 through June 30, 2016. Services were requested and provided beyond the payment limit and by the end of June 30, 2016 charges of \$8,200,000 had been incurred, of which \$8,000,000 had been paid and \$200,000 remains outstanding. Because the contract payment limit has

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/16/2016** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Mary N. Piepho, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: August 16, 2016

David Twa, County Administrator and Clerk of the Board of Supervisors

By: Chris Heck, Deputy

Contact: Anna Roth, 370-5101

cc: K Cyr, M Wilhelm

been reached, the Department cannot pay the provider under the contract

BACKGROUND: (CONT'D)

for the additional services. The provider is nonetheless entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services. Because the Health Services Department requested additional services from Cross Country Staffing, Inc., and the contractor provided the services in good faith, with the full expectation and understanding that it would receive payment for those services, the contractor has the right to claim the reasonable value of the services provided above the contract limit. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment to Cross Country Staffing, Inc. in an amount not to exceed \$200,000.

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will not be paid for additional services provided in good faith to CCRMC patients.

CHILDREN'S IMPACT STATEMENT:

Not applicable.