



Champaign County Board Request for Proposal (RFP 2014-001) Contract Negotiating Team

MINUTES

Date: Thursday, May 15, 2014
Time: 4:00 p.m.
Place: Jennifer Putnam Meeting Room
Brookens Administrative Center
1776 E. Washington St.
Urbana, Illinois

Negotiating Team: Chris Alix, Josh Hartke, Gary Maxwell, Debra Busey, Barb Mann

Others: Patti Petrie (Champaign County Board), Van Anderson (Champaign County Deputy Administrator of Finance), Beth Brunk (Recording Secretary)

Call to Order

Mr. Alix called the meeting to order at 4:04 p.m.

Approval of Agenda

MOTION by Mr. Maxwell to approve the agenda as distributed; seconded by Ms. Busey. Upon vote, the **MOTION carried unanimously.**

Public Participation

None

Discussion of Contract for RFP 2014-001 Nursing Home Management Services for Champaign County, Illinois

At a previous meeting with Ms. Busey, Mr. Anderson and Mr. Alix, several technical issues were identified in the draft contract from Management Performance Associates (MPA). Ms. Busey returned the contract to MPA to incorporate compliance services into the contract from an attachment format. MPA has returned the revised draft with some organizational changes to the contract. Barb Mann from the State's Attorney's Office has reviewed the insurance indemnity which has been documented. Additional edits from the meeting have been incorporated in this draft.

2.1(b)(2) Communications

...in addressing the Primary Goals *and MPA duties* documented in this contract.

2.1(b)(6) Equipment and Supplies

Ms. Busey stated this language does not address technology equipment since individually those items do not cost \$5,000 or more but can be addressed by the Nursing Home Board. Mr. Alix commented that the \$5,000 limit is consistent with the County's capitalization threshold.

2.1(b)(7) Personnel Management

Mr. Alix noted that this will encourage HR expertise on the management team. This person would be recruited and managed by MPA but is a County employee.

2.1(b)(9) Maintenance and Repair

Mr. Maxwell would like a report on the Nursing Home physical plant for planning purposes. Ms. Busey responded that this contract is a management services agreement. She thought building maintenance may be included in the Capital Improvement Plan for all facilities since the Nursing Home is a County building. The Nursing Home will have to come up with the funding for the project, but MPA should not be responsible for a facilities plan since that is not their area of

expertise. Mr. Maxwell thought a reporting mechanism should be in place at the Nursing Home for building maintenance issues. Dana Brenner, Facilities Director, is getting more involved with the Nursing Home.

Mr. Hartke entered the meeting.

Mr. Alix wondered if the contract included enough obligation for MPA to keep track of building maintenance. The wording is somewhat vague on what it means to be in “good working order and condition”. A continuing concern from the Nursing Home Board is deferred maintenance that is unknown. Ms. Busey suggested defining the maintenance as “all issues with building systems and structure regardless of cost must be communicated to the Facilities Director. Other facility maintenance repairs in excess of \$5,000 need to be reported to the County Facilities Director and coordinated on-going planning and maintenance for those initiatives”. If the Nursing Home adopts the same tracking system for maintenance repairs that the County currently uses, minor repairs can be compiled in a report.

2.1(b)(13-1) Charges

New language includes a budgetary cycle timeframe for recommendations of private pay rates.

2.1(b)(14) Goals of the Nursing Home Board of Directors’ Strategic Plan

2.1(c) (4) (a)

Mr. Alix did not want the mission statement of the Nursing Home to be confused with key performance indicators. Number (4) was changed to, “Maintain and strive to continually improve the operations of CCNH in accordance with the following primary goals to be measured by key performance indicators: (a-k).

IX. 9.1 Proprietary Items

This section refers to compliance services only (referenced in Section 2.3 and Exhibit E). Mr. Anderson suggested changing the title to Compliance Program Proprietary Items. Ms. Busey changed the language in 9.1 to read, “... provided in connection with MPA’s compliance services as described in Section 2.3 ...” Ms. Busey will have Barb Mann of the State’s Attorney’s Office review this section. Mr. Alix thought identifying the rights of the County to compliance documentation if MPA leaves should be discussed in the negotiation meeting with MPA. Mr. Anderson agreed especially in regard to the policies and procedures handbooks/guides of the compliance program developed for our Nursing Home which should be County property. Mr. Alix thought MPA’s main concern with proprietary items is third-party disclosure.

10.22 Scope

This section was removed by the County as the intent was unclear. Ms. Busey will clarify with MPA.

10.24 – Change in Scope

This addresses the issue if statutory changes or new standards are introduced, a modification in MPA’s scope of services may be negotiated if both parties agree.

Mr. Alix asked the Team to describe the issues with the Nursing Home that may or may not be able to be addressed in the contract. Mr. Maxwell mentioned his concerns of a lack of supervision and payor mix (Medicare vs Medicaid beds). Mr. Alix and Mr. Hartke agreed that the contract already gives the Nursing Home Board/Champaign County Board the authority to direct the payor mix. Mr. Hartke noted that the high Medicare numbers at the Nursing Home are a result of the relationships that MPA has built with the local hospitals.

Mr. Maxwell commented that MPA could be more aggressive with the investigation of assets from prospective Nursing Home applicants. When Medicaid fraud is established, the state will stop making payments for the resident to the Nursing Home until the shortfall is recouped. It is up to the Nursing Home to try to collect the discovered asset. Ms. Busey offered another option to hire a contractor who would take a percentage of the money collected to investigate on behalf of the Nursing Home. Mr. Alix thought this topic should be discussed with MPA for the cost-benefit scenario on pre-admission screening.

Mr. Alix had heard that the food service is still an issue. Mr. Hartke clarified that the problem with food service is how soon it gets to the table – not its quality. Mr. Hartke explained that the main issue is inadequate supervision of lower-level staff which may be improved with the hiring of a Human Resource Manager or an Assistant Administrator. This person would be in charge of discipline, employee relations and walk-throughs to see that staff is where they need to be.

Ms. Busey stated that the Nursing Home used to have a rotating nurse who checked all shifts throughout the month for quality assurance. Mr. Alix asked for the team to think about something that is actionable in the contract concerning more employee supervision and quantify what it is. Ms. Busey commented that the expectation of that position should be explicitly addressed in the contract. Mr. Hartke was willing to consult with MPA on what they think would be a solution.

Ms. Busey believed that the Nursing Home Board of Directors needs to press MPA to come up with analysis of problems such as the consistent vacancies in leadership and recommendations to fix them. Mr. Hartke agreed that MPA has been weak in filling the mid-management positions.

Mr. Alix commented that one of the things the County is trying to help MPA address in the labor contract is the reduction of absenteeism on the weekends. Mr. Hartke suggested overstaffing with Nursing Home employees on the weekends so as to not require the coverage with higher cost agency staff. Another issue is that the senior Nursing Home staff get all the holidays off while new employees have to work all holidays. This leads to high turnover with the junior staff. MPA is working on strategies to address the disparity of the shifts between senior and junior staff.

Mr. Maxwell and Mr. Hartke will meet with Ms. Busey about some things that fall outside of the scope of what can be written in the contract. This contract will be reviewed by Barb Mann and then it is ready to be sent to MPA

Adjournment

Mr. Alix adjourned the meeting at 5:24 p.m.