



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

**Riverside
University
HEALTH SYSTEM
Medical Center**

ITEM
15.3
(ID # 8779)

MEETING DATE:
Tuesday, January 29, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of a First Amendment to the Professional Services Agreement for Chief Medical Officer Consultant Services - Correctional Health Between County of Riverside and CEP America-California; All Districts [Annual Cost \$1,069,000; up to \$106,900 in additional compensation - 100% County General Fund].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the First Amendment to the Professional Services Agreement for Chief Medical Officer, Consultative Services – Correctional Health between the County of Riverside on behalf of Riverside University Health System and CEP America-California, effective January 1, 2019 through June 30, 2020, increasing the annual contract amount by \$619,500 from \$449,500 to \$1,069,000 and authorize the Chairman of the Board to sign said amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the Agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual amount.

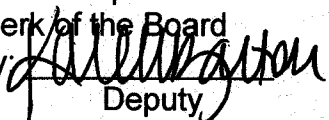
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 1/14/2019

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 29, 2019
xc: RUHS-Medical Center, Purchasing

Kecia Harper
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 769,240	\$ 1,069,000	\$ 1,838,240	\$ 0
SOURCE OF FUNDS: 100% - County General Fund 10000			Budget Adjustment: No	
			For Fiscal Year: 18/19-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In October 2018 this Board ratified an Agreement with CEP America-California, which provided for certain consulting activities related to Correctional Health Services (CHS). The present item would amend that Agreement, effective January 1, 2019, to provide CEP personnel to cover two critical roles that will shortly be open within CHS.

CHS progress to date under this contract – Under the leadership of Dr. Michael Mesisca, since this contract began in July 2018 CHS has already been able to make measurable improvements in the care provided to inmates within the system. In particular:

- CHS has developed multidisciplinary rounds where medical and behavioral health practitioners will see patients together to provide a more coordinated comprehensive care;
- CHS has begun implementing standardized treatment protocols for various conditions so that inmates at all facilities receive the same approach to treating like conditions;
- CHS has decreased unnecessary referrals to hospitals and facilities outside RUHS. This results in providing the same level of care at a lower cost for the County
- CHS restructured the discharge planning process so that now inmate patients that are released from jail are provided with their medications, outpatient clinic appointments and housing when necessary;
- The length of time County inmates spend admitted to the inpatient unit at RUHS Medical Center has begun to decrease and now more closely resembles the period of time spent by state prison patients for similar conditions, benefiting the patients and providing for more appropriate use of County resources;

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

Replacement of two critical CHS roles - In the next few months CHS faces vacancies in two critical roles -

Medical Director - This role has been filled in the past for many years by Dr. Victor G. Laus, M.D. Doctor Laus' long planned retirement is imminent, and the individual provided by CEP-America will be a highly qualified emergency physician with leadership and clinical experience in correctional health – Thomas F. Minehan, D.O. The proposed contract will allow for a “hand off period” between the two physicians.

Correctional Health Care Administrator – This role will be vacant as of January 29, 2019. CEP has located a highly qualified registered nurse with extensive experience in health care clinic operations, expertise in the requirements of the California Department of Public Health (CDPH), experience with Correctional Health Services (CHS), and knowledge of the national nursing standards as related to comprehensive medical care of inmates.

Continuity in both of these roles is critical to achievement of the requirements in the current “Consent Decree” in Gray v. County of Riverside. The proposed contract would provide a eighteen month window in which to continue implementation of changes recommended by CEP and permit recruitment of appropriate long term leadership for CHS. The contract will also provide performance penalties for CEP-America - and Dr. Mesisca – to ensure the consistent management of CHS patients in accordance with the terms of that consent decree.

Impact on Residents and Businesses

These additional consultants will help to improve medical care delivery in the correctional health facilities throughout Riverside County by providing innovative options to improve quality, improve utilization of available services for CHS patients and also reduce inmate transportation to sites of care outside the detention facilities.

Additional Fiscal Information

For the current fiscal year, the added cost of this amendment would be \$319,740 (\$769,240 – original cost of \$449,500). For the next fiscal year, the total contact would not exceed \$1,069,000 for all three positions – Dr. Mesisca's CMO role, the Medical Director and the Administrator – plus the part time project manager and some limited hourly physician consulting from others associated with CEP- America.

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

The costs of these two additional positions will be offset by the salary and benefit costs of the two incumbents as well as the elimination of the nursing consultant services and most of the additional physician consulting services provided for in the original contract.

The hourly rate for the Medical Director position is below the rate currently negotiated for emergency physician coverage at the RUHS Medical Center. The Administrator position is at a rate comparable to that being paid for the nursing director of emergency services at RUHS Medical Center.

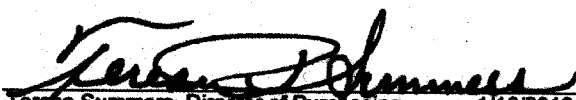
The additional costs are included within the existing budget for Correctional Health Services.

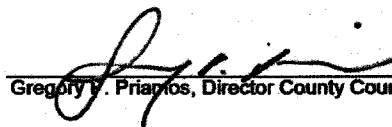
Contract History and Price Reasonableness

On October 16, 2018, Agenda Item Number 17.6, the Board approved the original Professional Service Agreement with CEP America-California effective July 1, 2018 in the amount of \$449,500 without seeking competitive bid approved on Single Source Justification number 19-056.

ATTACHMENTS:

Attachment A: **FIRST AMENDMENT TO THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND CEP
AMERICA-CALIFORNIA**


Teresa Summers, Director of Purchasing 1/16/2019


Gregory V. Priamos, Director County Counsel 1/16/2019

**FIRST AMENDMENT TO THE
AGREEMENT FOR
CHIEF MEDICAL OFFICER CONSULTANT SERVICES
CORRECTIONAL HEALTH**

This First Amendment to the Agreement for **Chief Medical Officer Consultant Services – Correctional Health** (First Amendment), is entered into by and between the **County of Riverside (COUNTY)**, a political subdivision of the State of California, on behalf of the **Riverside University Health System Medical Center (HOSPITAL)** and **CEP America-California**, a California general partnership (CONTRACTOR), sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for **Chief Medical Officer Consultant Services – Correctional Health**, approved October 16, 2018, Agenda Item Number 17.6 and effective July 1, 2018 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with consulting services in the specialty practice of Correctional Health; and,

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to provide for the delivery of additional services related to Correctional Health;

NOW THEREFORE, the Parties agree as follows:

1. **Section 2, Period of Performance**, is hereby amended as follows:

The first sentence of Section 2.1 is hereby deleted and replaced with the following:

“This Agreement shall be effective July 1, 2018 and continue in effect through June 30, 2020 unless terminated earlier.”

2. **Exhibit A, Scope of Service**, is hereby amended as follows:

- a. Section C, subsection B “Registered Nursing Operations Consultant” is deleted and a new Subsection B is added to read as follows:

“B. Correctional Health Care Administrator

Highly qualified registered nurse with extensive (five plus years) experience in health care clinic operations, expertise in CDPH, Correctional Health Services (CHS), national nursing standards, and union agreements as related to comprehensive medical care of inmates. Individual’s qualifications will be reviewed and accepted by RUHS CEO and CMO. COUNTY acknowledges and agrees that CONTRACTOR may enter into an agreement with an individual to fulfill this role but CONTRACTOR acknowledges that such subcontract will not relieve CONTRACTOR of its performance responsibilities under this Agreement, including the responsibility of providing a satisfactory individual for this role.

Duties and Responsibilities. The duties and responsibilities of the Correctional Health Care Administrator will include, but not be limited to:

- 1) Coordinating quality medical care delivery for inmates in coordination with CHS medical staff and leadership and in collaboration with the Sheriff's department, Riverside University Health System and in a joint effort with Riverside County Behavioral Health and Addiction Medicine teams.
- 2) Collaborate with CHS CMO and Medical Director to plan and develop the healthcare program in correctional facilities.
- 3) Mentor and develop leadership roles of the R.N. Supervisors and leadership teams and oversee the Jail Excellence Teams at each of the 5 jails and 3 juvenile detention facilities in the County.
- 4) Review and provide advice about policies and procedures in coordination with CHS CMO and Medical Director including: nursing, physician, pharmacy, and ancillary services.
- 5) Review and modify standardized procedures for nursing staff.
- 6) Maintain adequate nursing and ancillary staffing to provide quality care in CHS and meet or exceed NCCHC standards and legal requirements.
- 7) Update policies and procedures and ensure implementation to maintain NCCHC accreditation.
- 8) Plan and deliver nursing and clinical staff education, including guiding the education team and ensuring oversight of disaster and emergency preparedness drills.
- 9) Provide oversight to the CHS Clinical Quality Improvement (CQI) team and committee.
- 10) Manage CHS staffing requirements, including on-call, weekend and holiday clinical staffing, and provide recommendations to county leaders for budget, staffing, and ancillary staffing needs for CHS.
- 11) Oversee new and ongoing CHS projects, including tele-health and e-consult initiatives, specialty clinic expansion at the jails, opening of new clinic spaces, expanding acute and chronic care delivery at correctional sites.
- 12) Serve as the primary liaison for administrative healthcare delivery issues with the Riverside County Sheriff's Department.
- 13) Assist the CMO and medical director with expanding the educational opportunities within CHS; including creating opportunities for nursing, medical, and advanced care provider trainees to gain exposure and education in correctional health care.
- 14) Coordinate with Behavioral Health leaders to facilitate improved medical and behavioral healthcare to inmates, including medication compliance, decreasing refusals, and supporting the Addiction medicine team and their initiatives."

b. Section C, is amended by adding a new Subsection D to read as follows:

"D. Medical Director, Correctional Healthcare Services

A highly qualified primary care or emergency physician with leadership and clinical experience in acute care and primary care medicine. Experience in recruiting, mentoring, and training a medical team/s and in the delivery of high quality medical care in collaboration with nursing. Advanced skills in care coordination with specialty teams. Individual's qualifications will be reviewed and subject to acceptance by RUHS CEO and RUHS CMO.

Duties and Responsibilities. The duties and responsibilities of the Medical Director for Corrections include, but are not limited to:

- 1) Collaborate with Healthcare Administrator for Corrections to plan and develop healthcare program in correctional facilities.
- 2) Review, develop and provide advice regarding policies and procedures in coordination with CHS Administrator, including: nursing, physician, pharmacy, and ancillary services.
- 3) Review, develop and provide advice regarding standardized procedures for nursing staff.
- 4) Provide clinical advice regarding Health Education programs for inmates and staff.
- 5) Review CHS formulary at least annually.
- 6) Collaborate with pharmacy leaders to coordinate safe, efficiency, and effective medication delivery for inmates.
- 7) Manage clinical schedules and ensure appropriate medical staffing by physicians and advanced providers in CHS clinics.
- 8) Assist Healthcare Administrator and CHS Chief Medical Officer with the supervision of contract physicians and advanced providers
- 9) Review appropriateness of and co-sign all consult requests prepared by nurses.
- 10) Perform quality review of all acute medical care transports to the RUHS Medical Center and develop a procedure for urgent medical care delivery of inmates at CHS facilities during non-clinic hours.
- 11) Monitor hospitalized inmate care to insure quality care delivery, communication with outside medical centers to facilitate continuity and quality of care, repatriation of inmates when appropriate to RUHS after admission at outside facilities, and return to custody as soon as medically appropriate.
- 12) Serve as the primary liaison for clinical healthcare delivery issues with the Riverside County Sheriff's Department.
- 13) Work with the CHS administrator on expanding the educational opportunities within corrections; assist with creating opportunities for nursing, medical, and advanced provider students to gain exposure and education in correctional health care.
- 14) Coordinate with Behavioral Health leaders to facilitate improved medical and behavioral healthcare to inmates and supporting the Addiction medicine team and their initiatives.
- 15) Providing direct care to incarcerated individuals."

3. **Exhibit B, COMPENSATION**, is hereby amended as follows:

- a. Section 3.1, Additional Services, Subsection A is deleted and a new subsection A is added to read as follows:

"A. Physician Consultants, Correctional Health

The need for Correctional Physician Consultant services is estimated at 153 hours per year, 12.75 hours per month. The parties have agreed that a fair market value for these services is three hundred-three dollars and sixteen cents (\$303.16) per hour and that the actual number of hours spend providing services may vary during each calendar month."

- b. **Section 3.1, Additional Services**, Subsection B is deleted and a new subsection B is added to read as follows:

"B. Correctional Health Care Administrator

The need for Correctional Health Care Administrator services is estimated at one thousand nine hundred sixty (1960) hours per year, 163.33 hours per month. The parties have agreed that a fair market value for these services is one hundred thirty-seven dollars and eighty cents (\$137.80) per hour and that the actual number of hours spent providing services may vary during each calendar month.”

- c. **Section 3.1, Additional Services**, Subsection D (Invoicing) is deleted and a new subsection D is added to read as follows:

“D. Medical Director, Correctional Healthcare Services

The need for **Medical Director, Correctional Healthcare** services is estimated at one thousand nine hundred sixty (1960) hours per year, 163.33 hours per month. The parties have agreed that a fair market value for these services is two hundred thirty-four dollars and twenty-six cents (\$234.26) per hour and that the actual number of hours spent providing services may vary during each calendar month.”

- d. **Section 3.1, Additional Services**, is amended by adding a new Subsection E, **Invoicing**, to read as follows:

“E. Invoicing. Because the actual hours worked by each type of consultant may vary from month to month, CONTRACTOR will invoice monthly, in arrears, for Additional Consulting Services at the estimated monthly number of hours for the first eleven months of the term of this contract. Accompanying the invoice will be a detailed time record in a format agreed to by the parties documenting the time actually worked by each consultant role during the preceding month. The monthly charge on the invoice reflecting time worked in June will be adjusted to deduct hours not worked, if any, during the previous twelve months.

The first year of this Agreement covers up to the following possible annual totals for the following types of services:

1. Physician Consultants 257 hours (July 1, 2018 to June 30, 2019)
2. Registered Nurse Operations Consultant 180 hours (July 1, 2018 to December 31, 2018 only)
3. Correctional Health Care Administrator 980 hours (January 1, 2019 to June 30, 2019)
4. Medical Director, Correctional Healthcare Services 980 hours (January 1, 2019 to June 30, 2019).
5. Project Coordinator.....360 hours (July 1, 2018 – June 30, 2019).

The second year of this Agreement covers up to the following possible annual totals for the following types of services:

1. Physician Consultants 153 hours (July 1, 2019 – June 30, 2020)

2. Correctional Health Care Administrator 1960 hours (July 1, 2019 to June 30, 2020)
3. Medical Director, Correctional Healthcare Services 1960 hours (July 1, 2019 to June 30, 2020)
4. Project Coordinator.....360 hours (July 1, 2019 – June 30, 2020).”

e. Section 4.0 Shall be amended to read as follows:

“4.0 Maximum payments by COUNTY to CONTRACTOR per COUNTY fiscal year shall not exceed one million sixty-nine thousand dollars (\$1,069,000.00), exclusive of reimbursements, if any, under paragraph 5.0 below.”


4. **Performance Requirements:** The parties agree that effective February 1, 2019 the compensation due to CONTRACTOR under this Agreement will be subject to the potential reductions set forth in a new Exhibit “E” attached hereto and made a part of this Agreement.
5. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
6. **Effective Date.** This First Amendment to the Agreement shall become effective upon signature of both Parties, or January 1, 2019, whichever should come first.

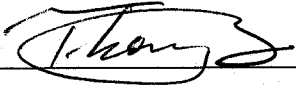
[Intentionally Left Blank; Signature Page Follows]

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

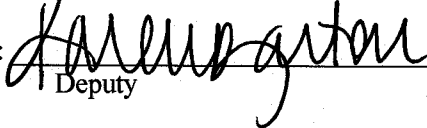
COUNTY OF RIVERSIDE, a political subdivision of the State of California

CEP America-California, a California general partnership

By: 
KEVIN JEFFRIES
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: JAN 29 2019

By: 
Title: President
Date: 1/11/19

ATTEST:
Kecia Harper ~~them~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

Name: Martha Ann Knutson

Title: Deputy County Counsel

EXHIBIT E

Performance Requirements

The parties agree that the COUNTY expects the CONTRACTOR to provide a high quality of care in a safe and effective manner as specified in this Agreement. For example,

- Contractor shall work to meet or exceed the patient care performance requirements in accordance with standards of the National Commission on Correctional Health Care..
- Contractor shall have a physician or ACP Respond to all Medical Emergencies while onsite at the correctional facility and attend and facilitate team debrief of the incident.

These service expectations will be monitored by the RUHS Chief Medical Officer (RUHS CMO) and Correctional Health CMO using data reported at CHS Continuous Quality Improvement (CQI), Medical Executive and other medical staff committees.

A. In addition, CONTRACTOR will ensure that services delivered in Correctional Health Services (CHS) under this Agreement shall meet the following quality metrics:

1. CONTRACTOR must attend, at a minimum, seventy-five percent (75%) of all scheduled meetings with COUNTY. CONTRACTOR will have a representative at ninety percent (90%) of the Jail Excellence Team meetings to provide medical team input on CHS operations.
2. Contractor shall ensure Physician/ACP assessment for urgent conditions is performed within 24 hours (or 14 days for routine concerns) of inmate request when deemed appropriate by nursing screening of the request.
3. Contractor shall ensure every effort is made for inmates to obtain high priority specialty consult, as determined by the medical provider, within 21 days of request greater than ninety percent (90%) of the time from February 1, 2019 to June 30, 2019 and ninety-five percent (95%) of the time from July 1, 2019 to June 30, 2020.
4. Contractor shall ensure that within five calendar days of the completion of a high priority specialty consultation or procedure or within 14 calendar days of a routine specialty consultation or procedure, inmates returning to the RUHS jails shall have their specialty reports and follow up recommendations reviewed by a jail nurse practitioner, physician's assistant or physician. A nurse, nurse practitioner, physician's assistant or physician will review this information with the inmate within 14 calendar days of the receipt of the results.

B. Starting on February 1, 2019, these performance requirements will have penalties deducted as indicated for failure to perform:

1. COUNTY shall deduct two and ½ percent (2.5%) of the monthly amount due as set forth in Exhibit B for each metric that is not met during the prior month.
2. Total deductions from CONTRACTOR's compensation under this paragraph will not exceed ten percent (10%) of the monthly amount due as set forth under Exhibit B.