



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

**Riverside
University
HEALTH SYSTEM
Medical Center**

ITEM
15.1
(ID # 8771)

MEETING DATE:

Tuesday, February 5, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification of a Professional Service Agreement with CEP America-California to provide Correctional Health Physician Services effective January 1, 2019; 4.5 years; Districts- All; [Annual Cost \$1,076,218; up to \$107,622 in additional compensation]; County General Fund.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Professional Service Agreement with CEP America-California to provide Correctional Health Physician Services effective January 1, 2019 through June 30, 2019, with options to renew for four additional years not to exceed an annual amount of \$1,076,218 and authorize the Chairman of the Board to sign the Agreement 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 annual total of ten percent (10%) annually.

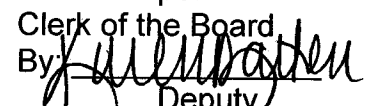
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 1/22/2019

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Perez, seconded by Supervisor Hewitt 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: February 5, 2019
xc: RUHS-Medical Center, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy
15.1

**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	\$ 539,109	\$ 1,076,218	\$ 4,842,981	\$ 0
SOURCE OF FUNDS: 100% County General Fund - 10000			Budget Adjustment: No	
			For Fiscal Year: 18/19-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will allow Riverside University Health System (RUHS) to secure Correctional Health physician and advance care provider (nurse practitioner and physician assistant)(ACP) services on an as needed basis at Correctional Health sites throughout Riverside County.

Correctional Health is mandated to provide professional medical services - sick calls, medical evaluations and routine medical screenings - to all inmates housed in various correction health facilities throughout Riverside County. With a very limited number of full-time physicians within the department covering after hours and sick calls there is a critical need for contracted physicians to assist, especially in the desert areas. RUHS has worked diligently with County Human Resources for the past ten years to fill vacant physician and advance care provider positions and it has been very difficult to find qualified Physicians who are willing to be employed in the correctional health facilities.

Vacancies in these patient care positions can have several adverse impacts on Correctional Health Services (CHS). First, it can be difficult to meet or exceed the requirements of the current "Consent Decree" in Gray v. Riverside. Second, vacancies can result in unnecessary transfers of inmates to RUHS Medical Center or other facilities to meet their primary health care needs, incurring unnecessary additional costs.

The proposed Agreement is for a maximum number of hours to address, as and where needed, the current vacancy situation. As management and operations in CHS facilities continue to improve through new leadership and management initiatives it is anticipated that the vacant positions will become more attractive and recruitment will become easier.

Impact on Residents and Businesses

This Agreement improves patient care by increasing the number of service providers throughout Correctional Health Services facilities at various locations through Riverside County.

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

Additional Fiscal Information

The maximum amount for this Contract Agreement is \$1,076,218 annually. The fee schedule is set based on an hourly maximum per twelve months. Primary Care Physicians have an hourly rate set at \$210.00 per hour while Advance Care Providers such as Nurse Practitioners or Physician Assistants have an hourly rate set at \$130.00 per hour. The source of funding will be County General Fund at 100%.

Contract History and Price Reasonableness

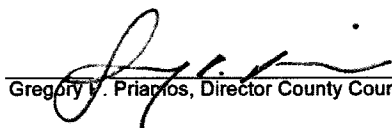
This is a new contract with a vendor, CEP America – California, that is already providing consulting Services with regard to the management and operations of CHS. CEP America – California is a related company to California Emergency Physicians which provides staffing for the RUHS Medical Emergency Department.

All services will be billed hourly at a rate that is lower than that charged for similar services at the Medical Center. This amount has been determined by comparison with independent standards to be fair market value for similar services. While the contract provides for a maximum amount of services, it does not guarantee that all those hours will be needed or provided. The contract includes financial penalties if the care provided does not meet the standards required in the consent decree.

ATTACHMENTS:

Attachment A: **Professional Medical Service Agreement with CEP America-California (Correctional Health Physician Services)**


Teresa Summers, Director of Purchasing 1/23/2019


Gregory V. Priamos, Director County Counsel 1/23/2019

**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Correctional Health Services)**

This Agreement is entered into by and between the **County of Riverside** (COUNTY), a political subdivision of the State of California, and **CEP America-California**, a California general partnership (CONTRACTOR), sometimes collectively referred to as the "Parties" or individually referred to as a "Party".

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for professional services to be provided by persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY desires to obtain professional medical services in the specialty practice of Correctional Health (SPECIALTY) for the purpose of improving patient care and complying with requirements of state and federal requirements relating to the care of arrestees and inmates; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge, and experience to perform the duties set out herein;

NOW THEREFORE the Parties hereto enter into this Organized Health Care Arrangement (OHCA) under the terms of this Agreement, as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 "ACP(s)" shall mean an Advanced Care Provider – a mid-level provider supplied by CONTRACTOR, such as a nurse practitioner or a physician assistant.

1.2 "COUNTY" shall mean County of Riverside.

1.3 "Correctional Health Patients" shall mean patients treated by the CONTRACTOR in accordance with this Agreement, and for the benefit of COUNTY, if: (1) the patients receive professional services from CONTRACTOR in any COUNTY owned or leased facility, regardless of the patients' payment source, or (2) the patients receive professional services from a COUNTY intern or resident working under CONTRACTOR's supervision in any COUNTY owned or leased facility, on COUNTY's behalf, regardless of the patients' payment source.

1.4 "DEPARTMENT" shall mean the COUNTY's Department of Correctional Health.

1.5 “Physician(s)” shall mean physician(s) employed or otherwise contracted by or with CONTRACTOR who are experienced and qualified in the medical practice of SPECIALTY and are licensed to practice medicine in the State of California.

1.6 “Professional Services” shall mean professional medical services in the SPECIALTY provided by Physicians as more fully described in **Exhibit A** to this Agreement.

1.7 “SPECIALTY” shall mean Correctional Health.

1.8 “State” shall mean the State of California.

1.9 “TJC” shall mean The Joint Commission.

2.0 DESCRIPTION OF SERVICES

2.1 COMPLIANCE WITH CORRECTIONAL HEALTH MISSION, VISION, AND VALUES

Professional Services shall be provided by CONTRACTOR in compliance with the Correctional Health Mission, Vision, and Values, a copy of which shall be made available to CONTRACTOR, which reflect COUNTY’s and Contractor’s commitment to providing quality health services to Correctional Health patients, regardless of their ability to pay, as well as quality education and training programs to resident physicians and other students of the COUNTY’s teaching programs.

2.2 SERVICES PROVIDED

CONTRACTOR shall provide Professional Services for Correctional Health in accordance with the services and duties described in this Agreement and **Exhibit A** hereto. A list of the Physicians who will provide services on behalf of CONTRACTOR is attached as **Exhibit B** (which list shall be promptly updated by CONTRACTOR and provided to COUNTY upon the departure or addition of any Physician). CONTRACTOR shall not use, or knowingly permit any other person who is under its direction to use, any part of COUNTY’s premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of professional services for the COUNTY and Correctional Health Patients.

3.0 RESPONSIBILITIES

3.1 CONTRACTOR AND COUNTY

Each Party agrees to maintain an environment which is conducive to quality medical care provision and training as it pertains to SPECIALTY services by providing facilities to

properly care for patients and by encouraging critical dialogue between medical and nursing staff and trainees through rounds, conferences, and patient care procedures.

3.2 CONTRACTOR

3.2.1 Provision of Services

CONTRACTOR agrees to provide Professional Services as described in this Agreement and **Exhibit A** hereto.

3.2.2 Obligations as Employer

CONTRACTOR agrees to all employer obligations for CONTRACTOR staff. COUNTY shall not be, or be construed to be, the employer of Physicians for any purpose whatsoever. CONTRACTOR shall be solely liable and responsible for all employer obligations, if any, with respect to such Physicians. Such obligations shall include, but are not limited to, any payment of salary and all other compensation and fringe benefits; responsibility for federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that COUNTY is for any reason required to pay any such obligations, CONTRACTOR shall reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

3.2.3 CONTRACTOR Representations, Warranties, and Covenants

CONTRACTOR represents and warrants to COUNTY, upon execution and while this Agreement is in effect, as follows:

A. CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by this reference;

B. CONTRACTOR is not bound by any agreement or arrangement which would preclude CONTRACTOR from entering into, or from fully performing the Professional Services required under this Agreement;

C. With respect to any Physician or ACP providing services under this Agreement, his/her license to practice medicine or nursing in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily

relinquished under threat of disciplinary action, or restricted in any way. Each Physician providing services under this Agreement has, and shall maintain throughout this Agreement, an unrestricted license to practice medicine or other appropriate licensure in the State and Medical Staff privileges at COUNTY and shall only provide services within the scope of his or her license.

D. With respect to any Physician or ACP providing Professional Services under this Agreement, his/her medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

E. Neither CONTRACTOR nor any Physician or any ACP providing Professional Services hereunder (a) is currently, or has ever been excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), (b) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), or (c) has received notice of or become aware of any notice of or threatened, proposed or actual exclusion, suspension or debarment, and/or any notice of an investigation or pending administrative or judicial proceeding regarding a criminal offense related to conduct that would or could trigger an exclusion of CONTRACTOR or any Physician hereunder from any federal or state health care program.

F. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if CONTRACTOR or any Physician or any ACP providing services under this Agreement is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or State health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or State health care program, at any time during the term of this Agreement, or if at any time after the effective date hereof, COUNTY determines that CONTRACTOR has made a false representation and/or warranty under this Section or is in violation or breach of this Section, at COUNTY's election, this Agreement shall terminate: (1) as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program and/or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or (2) as of the date of the breach of this Section.

G. Notwithstanding the foregoing, if any of the Physicians or ACP is so affected but not CONTRACTOR itself, this Agreement shall not terminate if

CONTRACTOR immediately removes such affected Physician or ACP from providing any Professional Services hereunder, and replaces him/her with another physician acceptable to COUNTY

H. CONTRACTOR shall, from and after the Effective Date, ensure that each of the Physicians be and remain board certified in the SPECIALTY by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if any of the Physicians is not certified in the SPECIALTY by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the SPECIALTY by the Certifying Board.

I. The compensation formulas used by CONTRACTOR to pay its Physicians comply with applicable law and have no relationship to the volume or value of patient referrals to COUNTY or to CONTRACTOR.

J. CONTRACTOR shall notify COUNTY in writing within 24 hours of becoming aware of any occurrence that would render it unable to make any of the representations and warranties in this Section.

3.2.4 Administrative Obligations

CONTRACTOR shall:

A. Provide high efficient, safe and quality care to patients, which will be monitored by the Riverside University Health System Chief Medical Officer and the Chief Medical Officer Correctional Health utilizing data reported at Performance Improvement, Medical Executive and other staff committees.

B. Assist to establish rules and regulations for the operation of SPECIALTY services in COUNTY facilities including, but not limited to AMC-Youth Training Education Center (YTEC), Robert Pressley Detention Center, Smith Correctional Facility, Southwest Detention Center, Riverside Juvenile Hall, Blythe Jail, and the Riverside County Jail Bureau (Indio).

C. Assist when requested by COUNTY to review the credentials of all physicians applying to provide clinical services in the DEPARTMENT.

D. Provide proctoring and review on a regular basis for the clinical and educational performances of all SPECIALTY health care professionals working on-site at Correctional Health in accordance with any applicable policies and procedures, as well as Accreditation Council for Graduate Medical Education (ACGME), American Board of Osteopathic Medicine, and Correctional Health standards, as applicable.

E. Require each Physician who reports on-site at a Correctional Health site to comply with COUNTY and Department requirements for health screening tests determined appropriate by COUNTY, to conform to all applicable COUNTY policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of COUNTY and CONTRACTOR.

F. Participate and cooperate in Performance Improvement and Safety Programs.

G. Report to COUNTY the following information about each Physician or other staff or trainee at least two (2) weeks before start of work on-site:

1. Name, address, and telephone number.
2. Health care providers and/or health insurance.
3. All other reasonable information about the Physicians, other staff, or trainees as requested by COUNTY.

4. An "Application for Professional Liability Insurance for Employed/Contract Physicians and Surgeons Affiliated with the Following Institutions" form completed by each Physician assigned to work at COUNTY under the requirements of this Agreement, submitted to the RUHS CMO for review and signature prior to submittal to County Risk Management for approval.

H. Require Physicians and other CONTRACTOR health care staff to attend any orientation program presented for them by Department and complete online compliance training modules.

I. Provide residents and student trainee(s) with orientation information about COUNTY facilities and operations in accord with any orientation presented CONTRACTOR Physicians and/or other staff.

J. In coordination with the CMO Correctional Health, provide monthly schedules for Physicians.

3.2.5 Additional Supervisory/Management Responsibilities

3.2.5.1 CONTRACTOR shall ensure that:

A. CONTRACTOR's Physicians shall be responsible for supervising and monitoring all outpatient SPECIALTY services provided in accordance with their orders and directions.

B. The clinical and educational activities of trainees on-site from COUNTY residency training programs and affiliated teaching institutions shall be supervised according to the requirements of the training program and the terms of any associated affiliation agreement, and in accordance with Medicare requirements.

3.2.5.2 CONTRACTOR agrees:

A. That responsibility for direct patient care and supervision of SPECIALTY services includes attendance and participation in committee meetings and ongoing quality improvement activities in accordance with Performance Improvement and Patient Safety Programs, as approved by the Riverside County Board of Supervisors.

B. To timely attendance at SPECIALTY clinics and to cancel clinics only with advanced written notice and approval of the RUHS CMO.

3.2.6 Budget Compliance

CONTRACTOR at all times shall provide Professional Services in a cost efficient and effective manner, subject to budgetary systems and constraints established by the COUNTY.

3.2.7 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide Department Administration, a current written report, signed by the properly qualified Party performing the examination, verifying that CONTRACTOR personnel are able to perform the assigned duties and are free from symptoms indicating the presence of infectious disease. Said report shall initially contain the results of a skin test for tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray and Hepatitis B test. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

3.2.8 Miscellaneous

CONTRACTOR will:

- A. Take no steps to recruit COUNTY staff for employment during the course of this Agreement and for ninety days thereafter.
- B. Comply with all local, State, and federal ordinances, statutes, laws, rules, or regulations applicable to the employment of the CONTRACTOR personnel assigned to the Department.
- C. Be accountable for being in compliance with all regulations and laws regarding provision of SPECIALTY services and physician consultations as well as in conjunction with residency supervision.
- D. Follow protocols and procedures for arrestees and inmates requiring SPECIALTY services.
- E. CONTRACTOR acknowledges that no investigational use of equipment, pharmaceuticals, or conduct of research may be undertaken at COUNTY facilities without RUHS Investigation Review Board approval.

3.3 COUNTY

3.3.1 COUNTY agrees to:

- A. Provide sufficient information about its specific needs so that CONTRACTOR may provide the appropriate staff with the necessary skills and experience.

B. Assist CONTRACTOR, on a continuing basis, with the evaluation of CONTRACTOR staff by providing performance information to the CONTRACTOR Coordinator.

C. Immediately notify CONTRACTOR of any particular problems regarding CONTRACTOR's staff or independent contractors.

D. Provide necessary emergency health care or first aid required by an accident occurring at COUNTY facilities.

E. Retain ultimate professional and administrative accountability for all patient care at COUNTY facilities.

F. Take no steps to recruit CONTRACTOR staff for employment during the term of this Agreement or for ninety days thereafter.

3.3.2 COUNTY shall be responsible for the:

A. Hiring, scheduling, promotion, compensation, discipline, and termination of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with CONTRACTOR to the extent practicable regarding any necessary reductions, expansions, or changes in such staffing, although the Parties recognize COUNTY's right to make all final decisions with respect to such reductions, expansions, or changes.

B. Discipline of COUNTY personnel, and COUNTY shall investigate complaints by CONTRACTOR regarding COUNTY personnel to determine the necessity for specific action. Whenever such complaint provides reasonable grounds to believe that the safety of any person or property in COUNTY facilities may be at risk, COUNTY shall make reasonable efforts consistent with COUNTY's established procedures, to reassign such personnel pending resolution of the complaint.

C. Compensation of COUNTY personnel who provide Professional Services and who are not providers employed by or contracted with CONTRACTOR.

3.3.3 COUNTY shall consult with CONTRACTOR as to the support elements COUNTY deems necessary for the proper operation of the SPECIALTY Professional Services and shall furnish, at its expense, for the use of CONTRACTOR, all such support elements, including but not limited to the following:

3.3.3.1 Space

COUNTY shall furnish and make available to CONTRACTOR

space presently designated for the SPECIALTY services, together with such other space as may be mutually agreed upon by the Parties; provided that COUNTY shall have the right to withdraw, relocate, or modify such space as it deems reasonably necessary.

3.3.3.2 Utilities and Ancillary Departments

COUNTY shall furnish laundry service, housekeeping services (including hazardous, infectious, medical and radioactive waste disposal), mail and COUNTY courier service, and utilities including gas, water, heat electricity and all other types of utility services reasonably necessary for the proper operation of the SPECIALTY services. shall also provide the services of its administrative and other support departments, including administration, accounting, engineering, medical transcription, and purchasing, as reasonably necessary for the proper operation of the SPECIALTY services. COUNTY Administration shall assist the CONTRACTOR (i) providing Department policies and procedures, to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of COUNTY which pertain to the operation of the SPECIALTY services.

3.3.3.3 Equipment

COUNTY shall furnish equipment as COUNTY and its physicians mutually agree is necessary for the proper operation of the SPECIALTY services. COUNTY shall keep and maintain said equipment in good order and repair and shall replace and upgrade such equipment as it may become worn or obsolete.

3.3.3.4 Supplies

COUNTY shall furnish all expendable and non-expendable supplies, such as drugs, chemicals, stationery, and similar supplies reasonably necessary for the proper operation of the SPECIALTY services.

3.3.3.5 Other Personnel

All other personnel, including but not limited to physician, nursing, administrative or other non-medical personnel as COUNTY deems necessary for the proper operation of the SPECIALTY services shall be either employed or contracted outside the Agreement as separate contractors, and compensated by COUNTY in consultation with the RUHS Chief Medical Officer. Furthermore, COUNTY shall give due consideration to removing any such person from the SPECIALTY service upon request by the CONTRACTOR. In the performance of their duties in the SPECIALTY services such personnel shall be subject to the

supervision of the COUNTY Administration, or the RUHS Chief Medical Officer, as appropriate.

4.0 COMPENSATION

4.1 CONTRACTOR shall invoice COUNTY for the amount due and payable in accordance with **Exhibit C**, attached hereto incorporated herein. Invoices shall be submitted monthly in arrears. Payment shall be due thirty (30) working days from the date of receipt of the invoice. CONTRACTOR shall provide with the invoice a monthly report identifying the services performed in the prior month, including the Physicians who rendered services, the types of services provided, the date services were rendered, the days and hours worked by each physician in a form agreed to by the parties.

4.2 Such payment by COUNTY shall be deemed to be made for, as provided by this Agreement, Professional Services only, and COUNTY shall not make, nor shall CONTRACTOR claim, any reimbursement for time and expense in any manner connected with transportation to or from the site at which CONTRACTOR shall or may render services hereunder.

4.3 COUNTY reserves the right to correct errors on invoices, after prior notification and discussion with CONTRACTOR, and pay to CONTRACTOR the corrected amounts as further set forth in **Exhibit C**.

4.4 Maximum payments by COUNTY to CONTRACTOR shall be as specified in **Exhibit C**, attached hereto.

5.0 TERM/TERMINATION

5.1 Term. This Agreement will be effective as of January 1, 2019 for an "Initial Term" through June 30, 2019, with four (4) additional one-year renewal options through June 30, 2023. Such renewals shall be by execution of a written amendment extending the term.

5.2 Termination without cause. Either Party may terminate this Agreement, without cause, by giving one hundred eighty (180) days' prior written notice to the other Party, unless otherwise terminated in accordance with the provisions of Section 5 of this Agreement, or as otherwise specified herein.

5.3 Termination for cause. Either Party may terminate this Agreement for a breach of this Agreement by providing notice of the event(s) it believes constitutes a breach and providing a reasonable opportunity for the other Party to cure. In this event, CONTRACTOR will finalize a plan with COUNTY to continue to provide services to patients being cared for at time of termination.

5.4 In the event that this Agreement is terminated prior to the expiration of the Initial or any Renewal Term of the Agreement, the Parties shall not enter into a contract with each other pertaining to the subject matter hereof during that Term of the Agreement.

5.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) (a) upon CONTRACTOR's closure; i.e., failure to continue in business, or (b) in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR, or, (c) at COUNTY's election, in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified in **Exhibit C** only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

5.6 In the event that there shall be a change in the Medicare or Medi-Cal Acts, regulations, or general instructions (or application thereof), the adoption of new regulation(s), or a change in any third-party payer reimbursement system, any of which materially affects the reimbursement which COUNTY may receive for services furnished to Correctional Health Patients through this Agreement, either Party may by notice propose a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis of compensation is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter to agree upon a new basis for compensation, either Party may terminate this Agreement by sixty (60) days' notice to the other on any future date specified in such notice.

5.7 Notwithstanding anything to the contrary herein contained, in the event performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the license of either Party, its participation in or reimbursement from the State or federal health care programs or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or if any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or COUNTY fields, the Parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the Parties are unable to reach an agreement on such changes within thirty (30) days after initiating negotiations, COUNTY or CONTRACTOR may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

5.8 In the event of non-availability of COUNTY funds, this Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement for Professional Services up to the date of termination, in accordance with Section 4, Compensation.

6.0 HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents, employees, and independent contractors from any and all liability whatsoever, based or asserted upon any intentional or negligent act or omission or willful misconduct of CONTRACTOR, its directors, officers, agents, employees, independent contractors, or subcontractors, or any breach of this Agreement; however, this indemnification shall not apply to professional medical services performed by CONTRACTOR or any of its subcontractors, independent contractors, or employees, on behalf of COUNTY under this Agreement. Liability resulting from medical professional acts or omissions of the CONTRACTOR shall be subject to the terms of **Exhibit D**, attached hereto.

The Parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or causes of action may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other when such issues, claims or causes of action arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or causes of action. The Parties shall, therefore, use reasonable efforts to address such risk management claims or causes of action in a cooperative manner.

7.0 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional

Insureds.

CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. The procurement and maintenance of the insurance required below will not diminish or limit CONTRACTOR's obligation to indemnify or hold COUNTY harmless, as set forth in Section 6 above.

A. WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY

Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and be endorsed to Waive Subrogation in favor of the COUNTY.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance coverage including, but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. To the extent coverage is provided by a commercial insurance policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. VEHICLE LIABILITY

If CONTRACTOR's vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as a Loss Payee.

D. GENERAL INSURANCE PROVISIONS

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and shall have an A.M. BEST rating of not less than an A-VIII (A:8) unless waived, in writing, by the COUNTY Risk Management. If County's Risk Management waives a requirement for a particular insurer such waiver is only valid for that specific insurer and

only for one policy term.

The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of County Risk Management before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to COUNTY, and at the election of COUNTY Risk Management, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either; 1) a properly executed Certificate(s) of Insurance and copies of Endorsements affecting coverage as required herein, or 2) if requested to do so in writing by COUNTY Risk Management, provide certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect with a covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. *If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate(s) of Insurance. The original Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the Parties hereto that Certificate(s) of Insurance and policies shall covenant and shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

If, during the term of this Agreement or any extension thereof, there is a material

change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

The insurance requirements described herein may be met with a program of self-insurance or a combination of insurance and self-insurance.

CONTRACTOR agrees to notify COUNTY of any claim by a third-party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8.0 OSHA REGULATION

CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA standards, and laws and regulations relating thereto, and shall comply therewith as to all required elements under this Agreement.

9.0 TJC STANDARDS

CONTRACTOR certifies knowledge of The Joint Commission Standards for Acute Care COUNTYS and Ambulatory Care Clinics and shall comply therewith as to all required elements under this Agreement.

10.0 WORK PRODUCT

All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released, to the public without the direct authorization of the COUNTY Director/CEO or an authorized designee.

11.0 RESEARCH/INVESTIGATIONAL STUDIES

CONTRACTOR agrees, in compliance with Medical Staff Bylaws, Rules and Regulations, that any investigational study protocols or planned research to be done at COUNTY will be submitted to the COUNTY Institutional Review Board (IRB) for approval and coordination of final approval from the COUNTY Medical Executive Committee (MEC) prior to implementation of any part of the protocol or research at COUNTY. CONTRACTOR agrees that no patients enrolled in

research studies will be admitted to, or registered as an outpatient at, COUNTY for provision of care under the procedures of the research protocol or study design until final IRB and MEC approvals of the research have been granted.

12.0 ASSIGNMENT/DELEGATION

12.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without the prior written consent of COUNTY, provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts with the prior written consent of COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR agrees that subcontracts developed to provide services or perform any investigational studies or research at COUNTY shall contain the same obligations contained in this Agreement regarding the performance of patient care services at COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that this paragraph is not intended to limit the use of independent contractors by CONTRACTOR under this Agreement.

12.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of any subcontractor in accordance with Section 6, Indemnification.

12.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of the Physicians and other health professionals providing services at COUNTY must contain a clause whereby said Physicians and health professionals who jeopardize the license or accreditation of COUNTY may be removed from COUNTY by CONTRACTOR and/or COUNTY.

12.4 CONTRACTOR agrees that any development of physician residency training agreements wherein the resident(s) will be placed at COUNTY must be submitted at least sixty (60) days in advance to COUNTY Administration for review and processing prior to making any commitment to the resident(s) regarding such placement.

12.5 A change in the business structure of CONTRACTOR, including but not limited to a change in the majority ownership, change in the form of CONTRACTOR's business organization, management of CONTRACTOR, CONTRACTOR's business organization, CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an assignment for purposes of this Section.

13.0 WAIVER OF PERFORMANCE

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement hereof.

14.0 RECORDS AND REPORTS

14.1 CONTRACTOR shall prepare and maintain accurate and complete records of its services and activities performed under this Agreement. CONTRACTOR shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect CONTRACTOR's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to COUNTY. CONTRACTOR agrees to provide to COUNTY such reports as may be required by the COUNTY Director/CEO, or designee, with respect to the services set forth under this Agreement.

14.2 To the extent necessary to prevent disallowance of reimbursement under 42 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Comptroller General of the U.S. General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by CONTRACTOR.

14.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records and other applicable patient information as may be needed by CONTRACTOR to provide patient care services in accordance with this Agreement.

15.0 PERFORMANCE EVALUATION

CONTRACTOR hereby agrees to permit an appropriate official of the COUNTY, State or federal government to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement. To the extent applicable, monitoring shall include a quarterly assessment of the performance requirements listed in **Exhibit E**, Performance Requirements, attached hereto, and is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by COUNTY and CONTRACTOR to evaluate CONTRACTOR's performance under this Agreement.

16.0 CONFIDENTIALITY

16.1 CONTRACTOR shall maintain the confidentiality of any and all patient records and information which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of CONTRACTOR under this Agreement.

16.2 CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s), any oral or written communication, information, or effort of cooperation between COUNTY and CONTRACTOR, or between COUNTY and CONTRACTOR and any other Party.

16.3 CONTRACTOR, its officers, employees, and agents, including each of the Physicians shall comply with all federal, State and COUNTY laws and regulations, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). CONTRACTOR shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of Correctional Health patients, other than as permitted by this Agreement, Department policies and procedures, and the requirements of HIPAA or the Regulations. CONTRACTOR shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. CONTRACTOR shall promptly report to COUNTY any use or a disclosure, of which CONTRACTOR becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that CONTRACTOR contracts with any agents to whom CONTRACTOR provides Protected Health Information, CONTRACTOR shall include provisions in such agreements pursuant to which CONTRACTOR and such agents agree to the same restrictions and conditions that apply to CONTRACTOR with respect to Protected Health Information. CONTRACTOR shall make CONTRACTOR's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by CONTRACTOR or COUNTY by virtue of this Section. The provisions set forth herein shall

survive expiration or other termination of this Agreement, regardless of the cause of such termination.

17.0 INDEPENDENT CONTRACTOR

17.1 The CONTRACTOR is, for purposes arising out of this Agreement, an Independent Contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and each of its employees, subcontractors or independent contractors shall in no event, as a result of this Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury leave or other leave benefits. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third-party that an employer-employee relationship exists by reason of this Agreement. Notwithstanding the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR or any of its employees, subcontractors or independent contractors is an employee of COUNTY for purposes of income tax withholding, COUNTY shall upon two (2) weeks' notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal and State income taxes and pay said sums over to the federal and State Governments.

17.2 It is further understood and agreed by the Parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results, provided always that the services to be performed hereunder by CONTRACTOR shall be provided in a manner consistent with all regulatory, including federal, State, and local agencies, accrediting and licensing agencies, Medical Staff Bylaws, Rules, and Regulations, and policies and procedures, as may be amended from time to time, as well as community standards governing such services and the provisions of this Agreement.

17.3 COUNTY shall not have or exercise any control or direction over the methods by which CONTRACTOR or any of the Physicians shall perform his/her work functions. The sole interest of COUNTY is to assure that Correctional Health Services are delivered in a competent, efficient, safe and satisfactory manner, and that all applicable provisions of the law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation and regulation of physicians and COUNTYs shall be fully complied with by all Parties hereto.

18.0 NONDISCRIMINATION

18.1 To the extent prohibited by applicable law, CONTRACTOR shall not unlawfully discriminate in the provision of Professional Services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding nondiscrimination and equal opportunity employment including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights Act of 1964 (P.L. 88-352).

18.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the following:

C. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

D. Subjecting an eligible person to segregation or separate treatment in any matter related to receipt of any service, except when necessary for infection control.

E. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

F. Treating an eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

G. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

19.0 CONFLICT OF INTEREST

The Parties hereto and their respective employees or agents shall have no interest, and

shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR shall submit an annual statement of economic conflict of interest disclosure form as designated by COUNTY.

20.0 COMPLIANCE PROGRAM

It is acknowledged that the RUHS Compliance Program applies to the services and obligations described herein. The Compliance Program is intended to prevent compliance concerns such as fraud, abuse, false claims, and inappropriate patient referrals. CONTRACTOR agrees to cooperate with the RUHS Compliance Program, including any audits, reviews and investigations which relate to any services provided hereunder. The Compliance Program requires, and it is hereby agreed, that any regulatory compliance concerns shall be promptly reported to the Chief Compliance Officer (951-486-6471; r.compliance@ruhealth.org) or reported anonymously through the COUNTY's Compliance Hotline (844-760-5832).

21.0 SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

22.0 ADMINISTRATION

The RUHS Medical Center/CEO (or designee) shall administer this Agreement on behalf of the COUNTY.

23.0 JURISDICTION, VENUE, AND ATTORNEY FEES

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the Superior Court for the State of California, County of Riverside. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorney's fees in addition to whatever other relief is granted.

24.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION

CONTRACTOR shall not use any funds provided hereunder to pay the salary or expenses of any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before Congress of the United States, California State Legislature, or Riverside County Board of Supervisors.

25.0 NO REFERRALS

No term, covenant or condition of this Agreement shall be construed as requiring or inducing CONTRACTOR or any Physician to refer any patients to COUNTY. CONTRACTOR's rights under this Agreement are not and shall not be dependent in any way or manner upon the number of inpatients or outpatients referred to COUNTY. Any payment, fee, or consideration of any kind provided for in this Agreement to be made or given by COUNTY to CONTRACTOR shall be made or given only as fair market value consideration in return for the performance of the services provided in accordance with this Agreement and shall not constitute, or be deemed to constitute, consideration in return for the referral of any patient.

26.0 FORCE MAJEURE

Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.

27.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. COUNTY and CONTRACTOR may be Parties to other, separate and unrelated agreements. In accordance with 42 C.F.R. § 411.357(d)(ii), these agreements are identified in COUNTY's centralized master list of physician contracts, which is maintained and updated and available for review by the Secretary of the U.S. Health and Human Services upon request.

28.0 NOTICES

Any notice required or authorized under this Agreement shall be in writing. If notice is given by United States mail, it shall be sent registered or certified mail, return receipt requested, addressed as follows:

CONTRACTOR:

CEP America-California d/b/a Vituity
2100 Powell Street, Suite 900
Emeryville, CA 94608
Attn: COO

COUNTY:

Riverside University Health System
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: CEO – Health System

Notice delivered personally is effective upon delivery. Notice given by mail is effective upon date of mailing.

29.0 HEADING

Headings are for the purpose of convenience and ease of reference only and shall not limit or otherwise affect the meaning of a provision.

30.0 COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

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

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

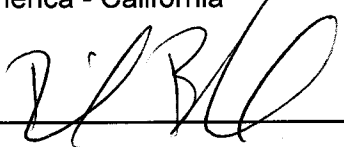
By: 

Name: KEVIN JEFFRIES

Title: Chairman, Board of Supervisors

Date: FEB 05 2019

CEP America - California

By: 

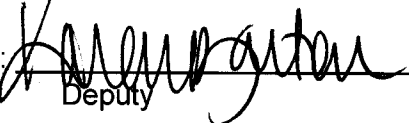
Name: David Birdsell, MD

Title: COO

Date: 1/17/19

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

Date: Jan. 28, 2019

1.0 CONTRACTOR STAFFING

CONTRACTOR shall provide, as needed to safely and effectively operate COUNTY's Correctional Health Services:

- Primary Care Physicians - up to three hundred twenty (327) hours of services per month. COUNTY acknowledges and agrees that CONTRACTOR may substitute ACPs for Physician coverage hours, provided such coverage is documented in accordance with this Exhibit A and charged at the ACP Hourly Rate set forth in Exhibit B.
 - ACPs – up to one hundred sixty (163) hours of services per month.
- A. CONTRACTOR staff shall account for service time by providing a log each month in a format mutually agreed to by both parties detailing the individual work hours for administrative time, tele-medicine, chart review, and clinical time and the individual performing each service and the location of that service. . The log will be used to verify physician and ACP hours billed monthly.
- B. CONTRACTOR staff shall:
- 1) perform history and physical examinations, review x-rays, laboratory reports, chart the progress of patients and update the care plan as needed.
 - 2) prepare and maintain Correctional Health Services reports and records, as required.
 - 3) participate in staff development activities and attend Correctional Health Services medical meetings and/or conferences as required
 - 4) respond to telephone consultations with nursing staff as outlined in Correction Health Service Nursing protocols.
 - 5) perform telemedicine consultations for inmates/youth detained in Riverside County jail/probation facilities.
- C. Contractor will provide suitable staff replacement coverage for any Physician or ACP absent due to extended illness, vacation, seminar attendance, or termination of employment with CONTRACTOR, who was assigned under the terms of this Agreement.

-
- D. Contractor will ensure that CONTRACTOR Physicians have verifiable SPECIALTY experience and training.

1.1 CONTRACT COORDINATOR

CONTRACTOR agrees to provide the services of a physician who is acceptable to COUNTY to serve as the CONTRACTOR contract coordinator (COORDINATOR) for purposes of negotiation, implementation, and coordination of the fulfillment of responsibilities under this Agreement. CONTRACTOR shall not replace the approved CONTRACTOR physician Coordinator without the prior approval of the COUNTY. Michael Mesisca, D.O. shall serve as Coordinator for SPECIALTY services in this capacity until such time as mutually agreeable.

1.2 STAFF REMOVAL

1.2.1 COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any Physician from COUNTY's premises in the event such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of COUNTY facilities and according to Medical Staff Bylaws, Rules, and Regulations as may be amended from time to time.

1.2.2 Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any physician assigned to COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter is fully resolved to the satisfaction of COUNTY.

1.3. CONTRACTOR shall:

A. Ensure that its staff are charting the progress of patients and updating the care plan as needed in a timely fashion.

B. Provide complete medical records for all patients cared for no later than twenty-four (24) hours after the care was provided. CONTRACTOR agrees its staff will dictate reports immediately after completion of procedures. Said medical records shall, at all times, be the property of COUNTY, but CONTRACTOR shall have reasonable access to such medical records and shall have the right to make copies thereof, at CONTRACTOR's sole cost and expense, upon reasonable notice to COUNTY to do so.

EXHIBIT B

LIST OF CONTRACTOR PHYSICIANS

Vltaka Agnetta

Jason An

Armaghan Azad

Chelsea Cosand

Seth Dukes

David Englander

Joseph Fargusson

Liz Fierro

Michael Flores

Sassan Ghassemzadeh

Korbin Haycock

Eugene Hu

Michael Kang

Christie Knox

Stephanie Loe

Michael Mesisca

Susan Munden

John Naftel

Tim Nesper

Humberto Ochoa

Sarah Peterson

Melanie Randall

Karan Singh

Rolando Sy

Mark Thomas

Andrew Zahorecz

EXHIBIT C

PAYMENT PROVISIONS

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by COUNTY in accordance with COUNTY policy and procedures as follows:

1.0 Compensation

Subject to the conditions set forth below, as payment for CONTRACTOR's provision of SPECIALTY services and all other services contemplated by this Agreement, COUNTY shall pay CONTRACTOR as specified in the table below.

Type of Provider	Hourly maximum per 12 months	Hourly Rate
Primary Care Physician	Up to 3,920 hours per year	\$209.51 per hour
ACP (Nurse Practitioner or Physician's Assistant)	Up to 1,960 hours per year	\$130.07 per hour

COUNTY acknowledges and agrees that CONTRACTOR may substitute ACPs for Physician coverage hours set forth in the table above, provided such coverage is documented in accordance with Exhibit A and charged at the ACP Hourly Rate. COUNTY shall pay CONTRACTOR monthly, in arrears, for the hours used during the prior month. Any increase to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement.

The parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable. Payments to CONTRACTOR shall be made on a monthly basis during the term of this Agreement. COUNTY shall pay CONTRACTOR payments by the invoice described in this Agreement.

2.0 Billing Cycle

No later than the fourteenth (14th) working day of each month during the term hereof, CONTRACTOR shall submit to COUNTY a monthly billing, in arrears of completion of each month/unit of service and a monthly Physicians and ACPs Schedule. The Physicians and ACPs

EXHIBIT C

PAYMENT PROVISIONS

Schedule shall include but not limited to: provider's name, date, location and hours worked. Any bill not timely submitted shall be deemed submitted with the next billing cycle for payment by COUNTY.

3.0 Maximum Annual Compensation

Maximum annual compensation payable under this Agreement shall not exceed the amount of One million seventy-six thousand two hundred eighteen dollars (\$1,076,218.00) annually.

4.0 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 Exhibit "E" attached hereto and made a part of this Agreement.

EXHIBIT D

PROFESIONAL LIABILITY INDEMNITY

1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall indemnify the CONTRACTOR and provide Professional Liability insurance to the CONTRACTOR (upon approval of County Risk Management) as provided hereunder solely and exclusively to the extent that it pertains to the Professional Services performed under this Agreement on behalf of COUNTY, including administrative services on behalf of the County, and so long as the CONTRACTOR (as defined below) follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules, laws, and standards of care or commit willful or wanton acts of negligence.

2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

2.1 The CONTRACTOR itself;

2.2 The CONTRACTOR's Physicians, APC employees and independent Physician and APC contractors; and

3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages arising out of any demand for money or services by any patient or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, so long as it is not deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in professional services rendered or that should have been rendered by CONTRACTOR exclusively at COUNTY or on behalf of COUNTY, provided always that:

3.1 Such malpractice results in a claim being made or legal action commenced against the CONTRACTOR, and notice of such claim or action has been given in accordance with the provisions contained in Section 8 of this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any claim or action against the CONTRACTOR for malpractice committed or alleged to have been committed prior to the effective date of the Agreement nor following termination of this Agreement except for services provided during the term of the Agreement and/or for the CONTRACTOR or Physician or CONTRACTOR employee rendering service hereunder as described in Section 2 of this Exhibit.

EXHIBIT D

PROFESIONAL LIABILITY INDEMNITY

4.0 The indemnification promised hereby shall include all theories of liability against the CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include the CONTRACTOR only while it is acting within the scope of duty pursuant to the terms of this Agreement (i.e., for patients of COUNTY performed in COUNTY facilities) and shall not apply to intentional acts or acts committed with malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the CONTRACTOR, any act committed in violation of any laws or ordinances resulting in a criminal conviction (including professional services rendered while under the influence of intoxicants or narcotics) or service at a non-COUNTY facility not required by the terms of this Agreement.

5.0 In providing for such indemnification, it is not the intent of either Party to waive any applicable statutory or other immunity from liability or of any claims requirements of the Government Code. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

6.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The CONTRACTOR shall follow the guidelines and procedures contained in any risk management and COUNTY plan, which may be established by COUNTY, and applicable federal and State law.

7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the CONTRACTOR, diligently investigate and defend any and all claims or suits made or brought against CONTRACTOR, shall retain legal counsel (attorney[ies]) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with any other provision of this Exhibit, the CONTRACTOR shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any claim or suit against the CONTRACTOR.

8.0 The following are conditions precedent to the right of the CONTRACTOR to be defended and/or indemnified under this Exhibit, provided that the COUNTY may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such conditions:

EXHIBIT D

PROFESIONAL LIABILITY INDEMNITY

8.1 During the term of this Agreement, the CONTRACTOR shall promptly, but no less than within five (5) business days, after receiving knowledge of any event described in this subsection (8.1) of this Section 8, give to the persons or persons designated by the COUNTY notice in writing of:

- A. Any conduct or circumstances which the CONTRACTOR believes to give rise to a claim for malpractice being made against the CONTRACTOR; or
- B. Any claim for malpractice made against the CONTRACTOR; or
- C. The receipt of notice from any person of any intention to hold the CONTRACTOR responsible for any malpractice.

8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

- A. Give to the COUNTY or its duly appointed representative any and all information, assistance, and signed statements as the COUNTY may require; and
- B. Assist, without cost to the CONTRACTOR, in the COUNTY's defense of any claim, including without limitation, cooperating timely with the COUNTY; and, upon the COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to provide current home and work contact numbers until the full and final settlement of payment and all cases involving persons mentioned in Sections 1 and 2 of this Exhibit.

8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly appointed representative, admit liability for, or settle any claim, or:

- A. Incur on behalf of the COUNTY any cost or expense in connection with such claim, or
- B. Give any material or oral or written statements to anyone in connection with admitting or settling such claim.

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 C 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 C.