



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



ITEM: 15.3
(ID # 11130)

MEETING DATE:

Tuesday, November 5, 2019

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Second Amendment to the Professional Service Agreement with CEP America-California to provide Correctional Health Physician Services Effective July 1, 2019, All Districts. [Total Cost \$9,151,129; Annual Cost \$2,153,255; up to \$215,325 in additional compensation – 100% County General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Ratify and approve the Second Amendment to the Professional Service Agreement with CEP America-California to provide Correctional Health Physician Services effective July 1, 2019, and increase the annual contract by \$1,077,037 from \$1,076,218 to \$2,153,255 annually through June 30, 2023, and authorize the Chairman of the Board to sign the amendment on behalf of the County; and
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 exercise the options of the agreement, to sign amendments that do not change the substantive terms of the agreement and to sign amendments to the compensation provisions that do not increase by more than ten percent (10%) the annual amount of the Agreement.


 Jennifer Cruikshank, Chief Executive Officer – Health System 10/22/2019

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 5, 2019
xc: RUHS

Kecia R. 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	\$ 1,077,037	\$ 1,077,037	\$ 4,308,148	\$ 0
SOURCE OF FUNDS: 100% County General fund - 10000			Budget Adjustment: No	
			For Fiscal Year: 19/20-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Second Amendment which expands the amount of work performed by CEP America-California (CEP) physicians and Advance Care Providers (ACPs) - physician assistants and nurse practitioners - for Correctional Health Physician Services. Specifically, CEP will be providing coverage at Juvenile Hall, replacing three physicians who are retiring, and will also be staffing the Indio jail and its expansion. The additional hours also include an additional ACP at the Banning jail.

The Correctional Health department is mandated to provide professional medical services – sick calls, medical evaluations and routine medical screenings – to all inmates housed in the various correctional health facilities throughout Riverside County.

Below are some of the improvements which Correctional Health has achieved since CEP America-California began providing leadership, physicians and ACPs:

- **Implementation of a Telehealth program** has helped reduce the time to be seen for acute and chronic medical conditions;
- **Reduced inmate transports to emergency department** over the past 6 months by 15-25%;
- **Implemented a Medication Assisted Treatment (MAT) program** with over 20 patients enrolled in this form of treatment for opiate use disorder;
- **Exceeded the goal for inmates with urgent medical complaints** to be seen by a physician under 24 hours (average 15.9 hours);
- **Nearly 100% of chronic care visits are performed every 60 days;**

Impact on Citizens and Businesses

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

SUPPLEMENTAL:

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

Additional Fiscal Information

This Second Amendment modifies the initial annual amount previously approved by the Board. The table below illustrates the estimated not to exceed budget amount per fiscal year since commencement of the Agreement.

	FY2018/2019	FY2019/2020	FY2020/2021	FY2021/2022	FY2022/2023	TOTAL
Estimated Budget Amount	\$538,109	\$2,153,255	\$2,153,255	\$2,153,255	\$2,153,255	\$9,151,129

Contract History and Price Reasonableness


On February 5, 2019, Agenda Item Number 15.1, the Board approved a Professional Services Agreement with CEP America-California effective January 1, 2019 with options to renew annually in one-year increments not to exceed the annual amount of \$1,076,218. A First Amendment was executed under the Purchasing Agent's authority in which RUHS exercised its renewal option extending the Agreement effective July 1, 2019 through June 30, 2020.

The rates for primary care physicians and advance care providers will remain at the same established rate specified in the original Agreement.

ATTACHMENTS:

Attachment A: SECOND AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH CEP AMERICA-CALIFORNIA (CORRECTIONAL HEALTH PHYSICIAN SERVICES)


Teresa Summers, Director of Purchasing 10/25/2019


Gregory V. Priantos, Director County Counsel 10/25/2019

**SECOND AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Correctional Health Services)**

This Second Amendment to the Agreement for Professional Medical Services (Correctional Health Services) (“Second 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 Professional Medical Services (Correctional Health Services), approved February 5, 2019, Agenda Item #15.1, and effective January 1, 2019 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Correctional Health Services (SPECIALTY); and,

NOW THEREFORE, the Parties agree to amend the Agreement follows:

1. Exhibit A. Exhibit A, Section 1.0 CONTRACTOR STAFFING is amended to read as follows:

“CONTRACTOR shall provide, to safely and effectively operate COUNTY’s Correctional Health Services:

- Primary Care Physicians – up to 529 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 charges at the ACP Hourly Rate set forth in Exhibit B.
- ACPs – up to 528 hours of services per month.”

The remainder of Exhibit A remains unchanged.

2. Exhibit B. Exhibit B is amended to add the Physicians as listed below, effective July 1, 2019:

“Vache Chakmakian,
Alan Goff
Rishi Majithia”

3. Exhibit C. The table in Section 1.0 Compensation of Exhibit C is amended as follows:

“Subject to the conditions set forth below, as payment for CONTRACTOR’s provision of SPECIALITY 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 (PCP)	6,344 hours per year	\$209.51 per hour
Advance Care Providers (ACP) Nurse Practitioner or Physician's Assistant	6,336 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.”

4. Exhibit C. Section 3.0 Maximum Annual Compensation of Exhibit C is amended as follows:

“Maximum annual compensation payable under this Agreement shall not exceed the amount of two million one hundred fifty-three thousand two hundred fifty-five dollars (\$2,153,255) annually.”

5. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
6. Effective Date. This Second Amendment to the Agreement shall become effective upon signature of both Parties, or July 1, 2019, whichever should come first.

[Signature Page Follows]

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

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

CEP America-California, a California general partnership

By: [Signature]

By: [Signature]

Name: Kevin Jeffries

Name: David Birdsall, MD

Title: Chairman, Board of Supervisors

Title: COO

Date: NOV 05 2019

Date: 10/7/19

ATTEST:

Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: [Signature]
Martha Ann Knutson,
Deputy County Counsel

Date: 10/17/19