

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



ITEM: 15.2
(ID # 11919)

MEETING DATE:
Tuesday, February 11, 2020

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the First Amendment to the Professional Service Agreement for Emergency Medicine Services with CEP America-California dba Vituity, Effective January 27, 2020 through June 30, 2020; All Districts. [Total Amount \$250,000 – 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the First Amendment to the Professional Medical Services Agreement for Emergency Medicine Services with CEP America-California dba Vituity, effective January 27, 2020 through June 30, 2020 and increase the annual maximum compensation amount by \$250,000 from \$2,638,676 to \$2,888,676; and authorize the Chairman of the Board to sign the amendment on behalf of the County.


ACTION: Policy


 Jennifer Crankshaw Chief Executive Officer – Health System 2/5/2020

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Jeffries, 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: February 11, 2020
 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	\$250,000	\$0	\$250,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050 (Federal Reimbursement Expected)			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This First Amendment will amend the Emergency Medicine Agreement with CEP America-California to allow for additional staff such as Physicians and Advance Care Practitioners (ACPs) to assist with the Coronavirus emergency response at the March Air Reserve Base, Riverside County, CA. The Amendment will increase the annual maximum compensation amount of the Agreement effective January 27, 2020 through June 30, 2020.

A flight of U.S. citizens leaving Wuhan, China arrived at March Air Reserve Base on January 29, 2020. Riverside University Health System-Medical Center (RUHS-MC) has been working with county, state and federal authorities to provide 24/7 coverage of medical needs of these individuals since their arrival at the base. On January 31, 2020, the Federal authorities imposed a mandatory 14-day quarantine order restricting the movements of these repatriated individuals. While the Centers for Disease Control and Prevention (CDC) remains the lead agency for the response on the March Air Reserve Base, RUHS-MC has been asked to assist with the CDC screening efforts and provide any needed medical treatment. To continue this effort additional Physicians and ACPs above those usually provided for under this Agreement are needed.

Impact on Citizens and Businesses

These services are needed to ensure the health and safety for all Riverside County citizens and the individuals quarantined at March Air Reserve Base.

Additional Fiscal Information

Illustrated below is the anticipated budget.

Fiscal Year	FY2018/2019	FY2019/2020	FY2020/2021	TOTAL
Board Approved Amount	\$2,638,676	\$2,638,676	\$2,638,676	\$7,916,028
Requested Increase Amount	N/A	\$250,000	\$0	\$250,000
Totals	\$2,638,676	\$2,888,676	\$2,638,676	\$8,166,028

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

Contract History and Price Reasonableness

On October 23, 2018; Agenda Item #17.2, the Board approved a three-year Professional Service Agreement with CEP America-California dba Vituity to provide emergency medicine physician services effective March 1, 2018 through February 28, 2021 not to exceed \$2,638,676 per year.


This First Amendment to the Professional Services Agreement will allow RUHS-MC to continue emergency response medical efforts, as needed, effective January 27, 2020 through June 30, 2020 and increase the annual amount by \$250,000. Reimbursement of this cost by the federal government is expected.

ATTACHMENTS:

Attachment A: FIRST AMENDMENT TO THE PROFESSIONAL MEDICAL SERVICES AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND CEP AMERICA-CALIFORNIA DBA VITUITY (EMERGENCY MEDICINE SERVICE)


Teresa Summers, Director of Purchasing 2/5/2020


Brianna Lantajo, Management Analyst 2/5/2020


Gregory V. Priaplos, Director County Counsel 2/5/2020

**FIRST AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Emergency Medicine Services)**

This First Amendment to the Agreement for Professional Medical Services (Emergency Medicine Services) (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 Professional Medical Services (Emergency Medicine Services), approved October 23, 2018, Agenda Item Number 17.2, and effective March 1, 2018 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Emergency Medicine (SPECIALTY);

WHEREAS, COUNTY and CONTRACTOR desire to amend the scope of work and increase the annual maximum amount of the Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Exhibit A. Section 1.1 Staffing of Exhibit A. Scope of Services, is amended as follows:

"1.1 STAFFING

A. Provide adequate staffing to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the HOSPITAL Emergency Department (DEPARTMENT) and the HOSPITAL Medical Director. Contractor shall provide Board Certified Emergency Physicians, ACPs, ACP Fellows, and Physician Administrative support for the DEPARTMENT of Emergency Medicine and oversight of the Resident Physicians, medical students and Physician Assistant Fellows in the Emergency Department and Disaster Response Emergency Physicians and ACPs as listed in the table below:

Description	FTE	Yearly Hours Provided	Average Monthly Hours Provided
Emergency Physicians	12.0	21,600	1,800
ACPs	10.0	15,000	1,250
ACP Fellows	5.0	9,000	750
Department Chair	0.5	900	75
Assoc. Residency Program Director	0.2	360	30
Education Director	0.2	360	30
ACP Lead	0.2	360	30
Disaster Response Emergency Physicians and ACPs	As needed	As needed	As needed

B. HOSPITAL acknowledges and agrees that the staffing hours above are estimated averages and were determined with the expectation that CONTRACTOR, if mutually agreed by the

DEPARTMENT Chair and HOSPITAL CEO or his/her designee, may substitute Physician coverage for ACPs or ACP Fellows to reflect variations in ACP and Fellow availability. In addition, HOSPITAL acknowledges and agrees that Emergency Physician hours specifically include all Physician time related to providing the SERVICES, including, but not limited to the duties described in section 1.1 A and patient charting, attendance at HOSPITAL meetings and other administrative duties requested by HOSPITAL, in addition to the provision of clinical services. Hours do not reflect time spent providing testimony requested in third party actions.

C. CONTRACTOR shall staff the Disaster Response Emergency Services as mutually agreed between the CONTRACTOR emergency medicine Medical Director and the HOSPITAL CMO. Such staffing Emergency Physicians and ACPs shall be based on the requirements to support the Disaster Response Emergency Services needs

2. Exhibit C. Exhibit C. Payment Provision is deleted in its entirety and replaced with Exhibit C.1 Payment Provision attached hereto and incorporated herein.
3. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
4. Effective Date. This First Amendment to the Agreement shall become effective January 27, 2020.

[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

By: V. M. Manuel Perez

By: David Birdsall

Name: V. Manuel Perez

Name: David Birdsall, MD

Title: Chairman, Board of Supervisors

Title: COO

Date: FEB 11 2020

Date: 2/4/20

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Karen Knutson
Deputy

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson
Martha Ann Knutson,
Deputy County Counsel

Date: 2/10/2020

PAYMENT PROVISIONS

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

1.0 Compensation

1.1 Subject to the conditions set forth in this Agreement, HOSPITAL shall pay CONTRACTOR as follows for actual services described in Exhibit A.

1.2 Each calendar month CONTRACTOR shall provide an invoice listing the actual number of hours that individuals in each of the categories listed in Exhibit A provided services during the prior month.

1.3 If the actual hours of services provided in a particular category did not meet the expected number of hours, then CONTRACTOR shall deduct from the monthly payment due an amount equal to the number of hours of services not provided multiplied by the following amounts:

Description	Hourly Rate
Emergency Physicians	\$ 84.88 / hour
ACPs	\$ 36.03 / hour
ACP Fellows	\$ 12.86 / hour
Department Chair	\$ 84.88 / hour
Assoc. Residency Program Director	\$ 84.88 / hour
Residency Education Director	\$ 42.87 / hour
ACP Lead	\$ 32.15 /hour
Disaster Response Emergency Physicians	\$260.00 / hour
Disaster Response Emergency ACPs	\$140.00 / hour

1.4 CONTRACTOR shall be reimbursed at a flat rate of \$140.00 per hour for Disaster Response Emergency ACPs and \$260.00 per hour for Disaster Response Emergency Physician services actually rendered for Disaster Response on behalf of RUHS. CONTRACTOR shall invoice separately for such services, in arrears, at the end of the Disaster Response or monthly, whichever period ends first.

1.5 The Parties agree that CONTRACTOR may assign providers with a higher rate of payment to meet the hourly service expectations related to providers at a lower rate of payment (for

PAYMENT PROVISIONS

example, a physician used to fill the hourly expectation for an ACP) but that hour will be charged by CONTRACTOR and paid by the COUNTY at the lower of the agreed rates.

1.6 Hours worked in excess of the average monthly hours agreed to in a particular category in a particular month can be carried over and reflected on a later invoice to meet the expected hours of services in a subsequent month or months within the same county fiscal year. However, the maximum number of hours which will be paid by the COUNTY for each month, per staffing category, is limited to those specified in Exhibit A. This provision of the Agreement does not apply to the provision of Disaster Response Emergency Physicians and Disaster Response ACPs.

1.7 Invoices shall also include the monthly performance metrics described in Exhibit E and any associated deductions, if any, for failure to meet those performance metrics.

1.8 Invoices will also be accompanied by the time sheets described in Section 1.2.E of Exhibit A.

1.9 Any increase to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement.

1.10 The Parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable.

2.0 Professional Fees

2.1 The Parties agree that CONTRACTOR shall continue to bill and collect professional fees for its Professional Services under CONTRACTOR's tax identification number and provider numbers. The parties have used an estimate of such collections to establish the fair market value of the services to be provided. CONTRACTOR agrees to provide a monthly report of such collections in a form set by mutual agreement but that creation and sharing of such a report shall not create any right on the part of COUNTY to the amounts collected by CONTRACTOR.

2.2 CONTRACTOR acknowledges that it is solely and completely responsible for the billing of its professional fees and that any associated liability is and remains the responsibility of CONTRACTOR. The parties expressly agree that the Indemnification set forth above in Section 6.0 of this Agreement applies to any claim, charge or governmental investigation related to such billing by CONTRACTOR.

PAYMENT PROVISIONS

3.0 Maximum Annual Compensation

3.1 Maximum annual compensation payable under this Agreement to CONTRACTOR by COUNTY shall not exceed the amount of two million eight hundred eighty-eight thousand six hundred seventy-six dollars (\$2,888,676).