



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



ITEM: 15.1  
(ID # 12979)

**MEETING DATE:**

Tuesday, August 04, 2020

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and approval of a Second Amendment to the Professional Services Agreement for Chief Medical Officer Consultant Services - Correctional Health with CEP America-California without seeking competitive bids effective July 1, 2020 through June 30, 2021 with the option to renew through June 30, 2022, All Districts. [Total Cost \$1,597,824; up to \$159,782 in additional compensation - 100% County General Fund 10000]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Second Amendment to the Professional Services Agreement for Chief Medical Officer Consultation Services – Correctional Health with CEP America-California without seeking competitive bids to decrease the annual Agreement amount by \$270,088 from \$1,069,000 to \$798,912, extend the contract term for one additional year, effective July 1, 2020 through June 30, 2021 with the option to renew through June 30, 2022, 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, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) annually.

**ACTION:**

  
Jennifer Cruikshank, Chief Executive Officer - Health System 7/23/2020

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**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: August 4, 2020  
xc: RUHS-MC

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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 798,912	\$ 798,912	\$1,597,824	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% - County General Fund 10000</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-21/22</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System (RUHS) requests the Board to approve the Second Amendment to the CEP America-California agreement which extends the period of performance effective July 1, 2020 through June 30, 2021, with the option to renew for one additional year through June 30, 2022 in the amount not to exceed \$798,912 annually.

CEP America-California continues to provide excellent consultant activities utilized by Correctional Health Systems. The consultant work guided by the leadership of Dr. Michael Mesisca has been instrumental in the improvement of Correctional Health Systems services. The department has achieved the following:

- Meeting and exceeding remedial plan expectations such as chronic care visits – which are now up to date.
- Reduced the emergency department send out of inmates by 25% which has increased the care provided within the jail walls and reduced the correctional officer time required for transports.
- Reduced wait times for inmates to access care and treatment; in turn, mediates risk and improves quality.
- Introduced telehealth and e-consult services in the Murrieta CBOC.
- Expanded in-house services to include optometry and dental services.
- Expanded orthopedic services with an additional new clinic which opened on February 21, 2020.
- Facilitated access to the 340B federal pricing program for reduced cost medications reduced cost which resulted in a significant cost savings of \$1,600,000.
- Worked with Whole Person Care (WPC) integration efforts to expand medication delivery and appointment scheduling for inmates.

The chart below illustrates the goals and targets of this part of the Health System's Strategic Alignment efforts related to Correctional Health that CEP has contributed to:

<b>ACTION</b>	<b>KEY GOAL</b>	<b>TARGET</b>
Decrease	Inmate visits to Emergency Department	25% overall reduction



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Decrease	Inmate transportation to clinic appointments	15% overall reduction
Decrease	Inmate stay in Emergency Department for Behavioral Health admitted to Detention Care Unit	25% overall reduction
Maintain	Goals for care provision at levels set in remedial plan	At or better than levels in the remedial plan
Maintain	Staffing Levels	At 90% as directed by the Executive Office

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

	FY18/19	FY19/20	FY20/21	FY21/22	Total
Contract Agreement approved 10/16/18; 17.6	\$449,500	N/A	N/A	N/A	\$449,500
First Amendment approved 01/29/19; 15.3	N/A	\$1,069,000	N/A	N/A	\$1,069,000
Second Amendment Request Amount	N/A	N/A	\$798,912	\$798,912	\$1,597,824
Total	\$449,500	\$1,069,000	\$798,912	\$798,912	\$3,116,324

**Contract History and Price Reasonableness**

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

On January 29, 2019, Agenda Item Number 15.3, the Board approved the First Amendment to the Professional Service Agreement with CEP America-California effective January 1, 2019 through June 30, 2020 to increase the annual contract amount by \$619,500 from \$449,500 to \$1,069,000.

This Second Amendment will extend the period of performance, simplify the language in terms of the actual hours worked by each type of consultant, clarify a performance requirement and decrease the contract annual amount. This decrease in the contract by \$270,088 from \$1,069,000 to \$798,912, reflects the removal of a previously contracted position which has now been filled with a full-time County employee serving as Administrator.

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

ATTACHMENTS:

Attachment A: SECOND AMENDMENT TO THE PROFESSIONAL SERVICE  
AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND CEP  
AMERICA-CALIFORNIA (CHIEF MEDICAL OFFICER  
CONSULTANT SERVICES – CORRECTIONAL HEALTH) AND  
SOLE SOURCE JUSTIFICATION

  
Teresa Summers, Director of Purchasing 7/23/2020

  
Gregory L. Priamos, Director County Counsel 7/23/2020



**SECOND AMENDMENT TO THE  
AGREEMENT FOR  
PROFESSIONAL SERVICES  
(Chief Medical Officer Consultant Services - Correctional Health)**

This Second Amendment to the Agreement for Professional Services (Chief Medical Officer Consultant Services – Correctional Health) (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 Services (Chief Medical Officer Consultant Services – Correctional Health), approved October 16, 2018, Agenda Item Number 17.6 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with consulting services in the specialty practice of Correctional Health; and

WHEREAS, COUNTY and CONTRACTOR have entered into that First Amendment to the Professional Services Agreement approved January 29, 2019; Agenda Item No. 15.3, and

WHEREAS, COUNTY and CONTRACTOR desire to extend the Agreement’s Period of Performance, to add an option to renew and to amend the scope of work performed under the Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Period of Performance. The first sentence of subsection 2.1 of Section 2. Period of Performance, is hereby amended to read as follows:

“This Agreement shall be effective July 1, 2018 through June 30, 2021, with the option to renew for one additional year through June 30, 2022, unless terminated earlier.”

2. Compensation. The second sentence of section 3.1 of Section 3. Compensation is hereby amended as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred ninety-eight thousand nine hundred twelve dollars (\$798,912) annually, exclusive of reimbursements, if any, under paragraph 5.0 of Exhibit B.”

3. Correctional Health Care Administrator. Section C, subsection B. Correctional Health Care Administrator of Exhibit A is deleted in its entirety.
4. Exhibit B. Subsection 3.1. paragraph E. Invoicing of Exhibit B is hereby amended as follows:

“E. Invoicing. Because the actual hours worked by each type of consultant may vary from month to month, CONTRACTOR will invoice monthly, in arrears, for Additional Consulting Services at the estimated monthly number of hours for the first eleven months of the term of this contract.



Accompanying the invoice will be a detailed time record in a format agreed to by the parties documenting the time actually worked by each consultant role during the preceding month. The monthly charge on the invoice reflecting time worked in June will be adjusted to deduct hours not worked, if any, during the previous twelve months. The annual total for the following types of services are as follows:

- |   |            |
|---|------------|
| 1. Physician Consultant .....                               | 153 Hours  |
| 2. Medical Director, Correctional Healthcare Services ..... | 1960 Hours |
| 3. Project Coordinator .....                                | 360 Hours  |

5. Exhibit B Compensation. Section 4.0 of Exhibit B. Compensation is hereby amended as follows:

“Maximum payments by COUNTY to CONTRACTOR shall not exceed seven hundred ninety-eight thousand nine hundred twelve dollars (\$798,912) annually, exclusive of reimbursements, if any, under paragraph 5.0 of Exhibit B.”

6. Exhibit E. Subsection A.3 of Exhibit E. Performance Requirement is hereby amended as follows:

“3. CONTRACTOR shall ensure every effort is made for inmates to obtain high priority specialty consult, as determined by the medical provider within twenty-one (21) days of request greater than ninety percent (90%) of the time.”

7. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.

8. Effective Date. This Second Amendment to the Agreement shall become effective upon signature of both Parties, or July 1, 2020, 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

By: V. M. Manuel Perez

Name: V. Manuel Perez

Title: Chairman, Board of Supervisors

Date: AUG 04 2020

DocuSigned by:  
By: David Birdsall  
94D4F89EC93943F...

Name: David Birdsall, MD

Title: COO

Date: 6/26/2020

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: Disaia Kasso  
Deputy

APPROVED TO FORM:

Gregory P. Priamos  
County Counsel

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

Date: 6/30/2020



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David Birdsall

David.Birdsall@vituity.com

COO

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## Agent Delivery Events

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## Intermediary Delivery Events

## Status

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Julie Chapple

Julie.Chapple@vituity.com

Vituity

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Kim.Huerta@vituity.com

Vituity

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## Timestamp



Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	6/26/2020 2:02:40 PM
Signing Complete	Security Checked	6/26/2020 2:03:23 PM
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- ii. send us an e-mail to [duhaneyk@medamerica.com](mailto:duhaneyk@medamerica.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

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- Until or unless I notify MedAmerica as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MedAmerica during the course of my relationship with you.





Date: July 1, 2020

From: Jennifer Cruikshank, RUHS CEO

To: Board of Supervisors/Purchasing Agent

Via: Naomi Santos, RUHS Contracts Administration

Subject: Sole or Single Source Procurement; Request for **Chief Medical Officer Consulting Services – Correction Health**

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** CEP America-California
2. **Vendor ID:** 202520
3. ☒ **Single Source** ☐ **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**  
☒ **Yes** ☐ **No**  
SSJ 19-056
- 4a. **Was the request approved for a different project?**  
☐ **Yes** ☒ **No**
5. **Supply/Service being requested:** Chief Medical Officer Consulting Services – Correctional Health
6. **Unique features of the supply/service being requested from this supplier.**

CEP America currently provides similar services in other correctional health settings, including the County of San Bernardino. The Chief Medical Officer consultant to be provided by CEP America-California, Dr. Michael Mesisca, is well versed in the applicable legal requirements and has extensive experience developing correctional health treatment guidelines and making recommendations in the area of quality improvement to the medical center overall. When needed Dr. Mesisca assist in the direct care to the inmates.



**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

CEP America-California continues to provide excellent consultant activities utilized by Correctional Health Services. The consultant work guided by the leadership of Dr. Michael Mesisca has been instrumental in the improvement of Correctional Health Services. The department has achieved the following:

- Meeting and exceeding remedial plan expectations such as chronic care visits – which are now up to date.
- Reduced the emergency department send out of inmates by 25% which has increased the care provided within the jail walls and reduced the correctional officer time required for transports.
- Reduced wait times for inmates to access care and treatment; in turn, mediates risk and improves quality.
- Introduced telehealth and e-consult services in the Murrieta CBOC.
- Expanded in-house services to include optometry and dental services.
- Expanded orthopedic services with an additional new clinic which opened on February 21, 2020.
- Facilitated access to the 340B federal pricing program for reduced cost medications reduced cost which resulted in a significant cost savings of \$1,600,000.
- Worked with Whole Person Care (WPC) integration efforts to expand medication delivery and appointment scheduling for inmates.

The chart below illustrates the goals and targets of this part of the Health System's Strategic Alignment efforts related to Correctional Health the CEP has contributed to:

ACTION	KEY GOAL	TARGET
Decrease	Inmate visits to Emergency Department	25% overall reduction
Decrease	Inmate transportation to clinic appointments	15% overall reduction
Decrease	Inmate stay in Emergency Department for Behavioral Health admitted to Detention Care Unit	25% overall reduction
Maintain	Goals for care provision at levels set in remedial plan	At or better than levels in the remedial plan
Maintain	Staffing Levels	At 90% as directed by the Executive Office

**8. Period of Performance:** 07/01/20 – 06/30/21 (with option to renew through June 30, 2022)  
(2 years)

Is this an annually renewable contract?

☐ No

☒ Yes

Is this a fixed-term agreement:

☒ No

☐ Yes





9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

	FY18/19	FY19/20	FY20/21	FY21/22	Total
Contract Agreement approved 10/16/18; 17.6	\$449,500	N/A	N/A	N/A	\$449,500
First Amendment approved 01/29/19; 15.3	N/A	\$1,069,000	N/A	N/A	\$1,069,000
Second Amendment Request Amount	N/A	N/A	\$798,912	\$798,912	\$1,597,824
Total	\$449,500	\$1,069,000	\$798,912	\$798,912	\$3,116,324

10. **Price Reasonableness:** Services under this contract will be documented and billed on an hourly basis and will remain at the same hourly rate with an annual maximum number of hours to be charged for each type of service. The physician / consulting services rate have been benchmarked against independent standards to establish that it is fair market value.

This Second Amendment will extend the period of performance, simplify the language in terms of the actual hours worked by each type of consultant, clarify a performance requirement and decrease the contract annual amount. This decrease in the contract by \$270,088 from \$1,069,000 to \$798,912, reflects the removal of a previously contracted position which has now been filled with a full-time County employee serving as Administrator.

11. **Projected Board of Supervisor Date (if applicable):** August 4, 2020

*[Signature Page Follows]*



DocuSigned by:  
Jennifer Cruikshank Jennifer Cruikshank 07/13/2020 | 10:47 AM PDT  
Department Head Signature (or designee) Print Name Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not to exceed:

☐ One-time \$ \_\_\_\_\_

☒ Annual Amount \$ 798,912 / per fiscal year through 6/30/2022 (date)  
(If Annual Amount Varies each FY)

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_

[Signature] 7/17/2020  
Purchasing Agent ~~ASST. DIRECTOR~~ Date

21-023  
Approval Number  
(Reference on Purchasing Documents)