



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



ITEM: 15.1
(ID # 13577)

MEETING DATE:
Tuesday, October 20, 2020

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of a First Amendment to the Professional Services Agreement with Frank Flowers, Jr., MD for Consulting Services effective August 5, 2020 through March 31, 2021; All Districts. [Total Cost Increase \$371,700; up to \$37,170 in additional compensation – 100% Hospital Enterprise Fund - 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve a First Amendment to the Professional Services Agreement with Frank Flowers, Jr., MD for Consulting Services effective August 5, 2020 and increase the annual maximum contract amount by \$371,700 from \$283,500 to \$655,200 through March 31, 2021 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 amendment modifications to the scope of services that stay within the intent of the agreement and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement.


ACTION: Policy


 Jennifer Cruikshank, Chief Executive Officer – Health System 10/6/2020

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, 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: October 20, 2020
 xc: RUHS-MC

Kecia R. Harper
 Clerk of the Board
 By 
 Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 371,700	\$ 0	\$ 371,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will ratify and approve the First Amendment to a Professional Service Agreement with Frank Flowers, Jr., M.D. Dr. Flowers is a board-certified family medicine physician who was with Kaiser Permanente, Riverside for over 30 years.

Dr. Flowers was contracted in March 2020 to support the County's Department Operations Center (DOC) as the Health Care Branch Leader responding to the COVID-19 pandemic. Specifically, Dr. Flowers has already engaged in activities such as:

- Surge planning,
- Facilitating relations with both private and public healthcare entities outside the County's healthcare system to coordinate joint disaster effort,
- Coordinating efforts by volunteer healthcare workers, and
- Organizing data collection efforts regarding COVID-19 and the effectiveness of strategies used to control its spread and mitigate its effects.

During the height of the pandemic at the request of RUHS-Medical Center, Dr. Flowers dedicated additional hours surpassing his planned 20 hour per week schedule to work full-time, 40 hours per week.

Going forward, Dr. Flowers will continue to provide physician consulting services to Riverside University Health System's (RUHS) ambulatory care department. Dr. Flowers will provide guidance to clinic and physician leaders as it relates to throughput, specialty services, and organizational structure. Consultation services may include:

- Leadership Development
- Establishing a collaborative engagement between Primary Care Physicians (PCP) and specialists that would improve the transitions of care for those patients referred to the specialty clinics,
- Optimizing RUHS's e-consult collaboration with Inland Empire Health Plan (IEHP), and
- Developing a plan to achieve an increase in physician productivity and clinic service expansions.

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Impact on Citizens and Businesses

RUHS is committed to providing its patients, visitors, staff and the community with a safe, excellent environment of care. Achieving a high degree of professionalism and coordination in physician services is an important part of that commitment.

Contract History and Price Reasonableness

The initial request for a Professional Service Agreement with Dr. Frank Flowers was initiated as a result of the increasing demand for COVID-19 related services. As per the Director of Emergency Services Emergency Procurement Order dated March 26, 2020, the competitive bidding process was suspended for necessary goods and services immediately needed in the County of Riverside's operations for the preservation of life and property during the existence of a Local Emergency in the County of Riverside regarding COVID-19.

This Agreement, in turn, was established for two reasons: to support the County's efforts towards managing COVID-19 disease and to provide consulting services relating to physician development. The Agreement became effective March 16, 2020, for an annual amount not to exceed \$283,500 at an hourly rate of \$315 not to exceed 900 hours per year. The hourly rate has been determined as fair market value for these types of Physician Consulting Services. The First Amendment increases the Agreement by \$371,700 to \$655,200 for the additional requested services and updates the agreement end date to March 31, 2021.

During COVID-19, Dr. Flowers has divided his time throughout the County, spending a significant amount at the County Executive Office to provide his expertise and guidance while continuing to provide never-ending consultation and support to RUHS-Medical Center's ambulatory COVID-19 response and to the skilled nursing facilities. These demands for his skills increased his time from 20 hours per week to 40 hours per week. This First Amendment will supplement the number of dedicated hours by adding an additional 29.5 weeks to the original contract while the hourly rate will remain the same at \$315 per hour and will also correct a typographical error to the period of performance to term March 31, 2021.

ATTACHMENTS:

- Attachment A:** **FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR CONSULTING SERVICES BETWEEN COUNTY OF RIVERSIDE AND FRANK FLOWERS, JR., MD**
- Attachment B:** **PROFESSIONAL SERVICE AGREEMENT FOR CONSULTING SERVICES BETWEEN COUNTY OF RIVERSIDE AND FRANK FLOWERS, JR., MD**

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Teresa Summers, Director of Purchasing 10/12/2020


Brianna Lantajo, Management Analyst 10/14/2020


Gregory F. Priamos, Director County Counsel 10/13/2020

FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT
for
CONSULTING SERVICES
between
COUNTY OF RIVERSIDE
and
FRANK FLOWERS, JR., MD

This First Amendment to the Professional Service Agreement for Consulting Services (herein referred to as "First Amendment") is made and entered into by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (herein referred to as "COUNTY"), on behalf of Riverside University Health System, and **Frank Flowers, Jr., MD**, (herein referred to as "CONTRACTOR"), sometimes collectively herein referred to as the "Parties".

WHEREAS, COUNTY and CONTRACTOR entered into that certain Professional Service Agreement for Consulting Services, effective March 16, 2020, (herein referred to as "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to increase the contract maximum and correct a typographical error relating to the Period of Performance of 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 March 16, 2020 and continue in effect until March 31, 2021."

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

"Maximum payments by COUNTY to CONTRACTOR shall not exceed six hundred fifty-five thousand two hundred dollars (\$655,200)."

3. **Exhibit B.** Sections 2.0 and 3.0 of Exhibit B are deleted in its entirety and replaced with the following:

"2.0 CONTRACTOR will be paid three hundred fifteen dollars (\$315) per hour for up to forty (40) hours of services per week for up to fifty-two (52) weeks.

3.0 Maximum payments by COUNTY to CONTRACTOR shall not exceed six hundred fifty-five thousand two hundred dollars (\$655,200), including all expenses."

4. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged and in full force and effect.
5. **Effective Date.** This First Amendment to the Agreement shall become effective August 5, 2020.

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

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

By: V. Manuel Perez

Name: V. Manuel Perez

Title: Chairman, Board of Supervisors

Date: OCT. 20 2020

Frank Flowers, Jr., MD

By: Frank Flowers, Jr.

Name: Frank Flowers, Jr.

Title: Physician Consultant

Date: 9-21-2020

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Priscilla Rasso
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson
Deputy County Counsel

Date: 9/23/2020