



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



ITEM: 15.1
(ID # 14251)

MEETING DATE:
Tuesday, February 09, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Fourth Amendment to the Professional Service Agreement with CEP America-California to provide Emergency Medicine Services Effective February 1, 2020 through February 28, 2021, All Districts. [Total Cost Increase \$1,059,914; 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Fourth Amendment to the Professional Service Agreement with CEP America-California to provide emergency medicine services effective February 1, 2020 through February 28, 2021 to increase the contract amount by \$1,059,914 from \$2,988,603 to \$4,048,517 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 make modifications to the scope of services that stay within the intent of the agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total annual cost of the agreement.

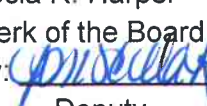
ACTION: Policy


Jinnir Gruikshank, Chief Executive Officer - Health System 1/20/2021

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Jeffries, 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 9, 2021
xc: RUSH-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	\$ 1,059,914	\$ 0	\$ 1,059,914	\$ 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

This Fourth Amendment will amend the Emergency Medicine Services Agreement with CEP America-California (CEP) to compensate CEP for the services of emergency physicians and Advance Care Practitioners (ACPs), nurse practitioners and physician assistants who assisted Riverside University Health System (RUHS) and the County with the needs of patients who have contracted the Coronavirus (COVID-19).

Throughout 2020, Riverside University Health System-Medical Center (RUHS-MC) and the RUHS Community Health Centers (CHCs) have been diligently working with county, state and federal authorities to meet the needs of patients affected by COVID-19 and the nursing facilities where they live. Since the end of January 2020, RUHS-MC and the CHCs have also been tasked to assist with the Center for Disease Control and Prevention (CDC) screening efforts and providing any needed medical treatment for those that screened positive.

CEP America has been an important partner with RUHS-MC to address the crisis produced by the COVID-19 pandemic. CEP's physicians and ACPs provided care for quarantined patients at March Air Reserve Base when the first plane with expatriates came from China in January 2020. In addition, CEP was also involved with the RUHS emergency Skilled nursing facility Outreach Support (SOS) teams responding to and supporting nursing homes throughout the County. CEP also provided additional support with a transition team to handle the increased volume of patients seeking care at the Medical Center during the month of August. To continue these efforts, additional physicians and ACPs above those usually provided under this Agreement are also needed through February 2021.

Impact on Citizens and Businesses

The emergency medical response services are needed to ensure the health and safety for all Riverside County citizens impacted by the COVID-19 pandemic in nursing facilities and those seeking care at RUHS-MC.

Additional Fiscal Information

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RUHS Medical Center will seek and pursue federal or state funding to help with the reimbursement of eligible expenditures related to this public health emergency or by other third-party payment sources.

Contract History and Price Reasonableness

RUHS has engaged experts in the healthcare field to assist with a competitive market analysis to ensure this agreement meets price reasonableness and rates are within industry standards. On October 23, 2018; Agenda Item #17.2, the Board approved a three-year Professional Service Agreement with CEP America-California to provide emergency medicine physician services effective March 1, 2018 through February 28, 2021 not to exceed \$2,638,676 per year.

On February 11, 2020; Agenda Item #15.2, a First Amendment to the Professional Services Agreement was executed to allow RUHS-MC to provide emergency medical efforts at March Air Reserve Base, as needed, which increased the annual amount by \$250,000 from \$2,638,676 to \$2,888,676.

On August 4, 2020, a Second Amendment to the Professional Services Agreement was executed under the Purchasing Agent's authority which amended the scope of work and increased the annual maximum amount by \$76,832 from \$2,888,676 to \$2,965,508 to implement a grant funded Medication Assisted Treatment (MAT) Program.

On November 4, 2020, a Third Amendment to the Professional Services Agreement was executed under the Purchasing Agent's authority which amended the scope of work and increased the annual maximum amount by \$23,095 from \$2,965,508 to \$2,988,603 to implement the Gilead (FOCUS) Grant Program.

This Fourth Amendment will increase the annual maximum amount by \$1,059,914 from \$2,988,603 to \$4,048,517 to ensure appropriate payment is made to CEP America for the supplemental hours its team have dedicated to caring for Riverside County citizens who were infected by COVID-19. The \$1,059,914 will cover services through February 2021.

ATTACHMENTS:

Attachment A: FOURTH AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND CEP AMERICA-CALIFORNIA (EMERGENCY MEDICINE SERVICE)

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Suzanne Heckley, Assistant Director of Purchasing and Fleet Service 1/28/2021


Brianna Lentajo, Management Analyst 2/2/2021


Gregory L. Priamos, Director County Counsel 1/28/2021

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

This Fourth Amendment to the Agreement for Professional Medical Services (Emergency Medicine Services) (Fourth 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".

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 have entered into that certain First Amendment to the Agreement, approved February 11, 2020; Agenda Item #15.2 and effective January 27, 2020 through June 30, 2020 to temporarily amend the scope of work and increase the annual maximum amount by \$250,000 in response to the medical emergency needs caused by the pandemic (First Amendment);

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved August 6, 2020 and effective July 1, 2019 through August 31, 2020 to temporarily amend the scope of work and increase the annual maximum amount by \$76,832 to implement the Medication Assisted Treatment (MAT) Grant Program (Second Amendment);

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Third Amendment to the Agreement, approved November 4, 2020 and effective September 1, 2020 through February 28, 2021 to temporarily amend the scope of work and increase the annual maximum amount by \$23,095 to implement the Gilead (FOCUS) Grant Program (Third Amendment); and

WHEREAS, COUNTY and CONTRACTOR desire to temporarily amend the scope of work and increase the annual maximum amount of the Agreement effective February 1, 2020 through February 28, 2021;

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, Advanced Care providers (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:

EMERGENCY DEPARTMENT PERSONNEL			
Description	FTE	Yearly Hours	Average Monthly Hours
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 PERSONNEL	
Description	Not to Exceed - Number of Hours
Disaster Response Emergency Physicians	3,088
Disaster Response ACPs	3,621

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.

C. 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.

D. CONTRACTOR will not bill any third-party payment sources, including patients, for disaster response emergency services.

2. Maximum Annual Compensation. Section 3.0 of Exhibit C.1 Payment Provision is deleted in its entirety and replaced with the following:

“Maximum annual compensation payable under this Agreement to CONTRACTOR by COUNTY shall not exceed the amount of four million forty-eight thousand five hundred seventeen dollars (\$4,048,517.00)”.

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

4. Effective Date. This Fourth Amendment to the Agreement shall become effective upon signature of both Parties, or February 1, 2020, whichever should come first.

[Signature Page Follows]

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

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

CEP America-California

By: Karen S. Spiegel

By: David Birdsall
DocuSigned by:
94D4F89EC93943F

Name: Karen Spiegel

Name: David Birdsall, MD

Title: Chair, Board of Supervisors

Title: COO

Date: FEB 09 2021

Date: 1/15/2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Museella Rasso
Deputy

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

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

Date: 1/15/21