



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



ITEM: 15.2
(ID # 14886)

MEETING DATE:
Tuesday, April 20, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve a Second Amendment to the Professional Services Agreement with Frank Flowers, Jr., MD for Consulting Services effective April 1, 2021 through March 31, 2022; All Districts. [Total Cost \$617,400; up to \$61,740 in additional compensation – 100% Hospital Enterprise Fund - 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve a Second Amendment to the Professional Services Agreement with Frank Flowers, Jr., MD for Consulting Services effective April 1, 2021 through March 31, 2022 and decrease the maximum annual compensation amount by \$37,800 from \$655,200 to \$617,400 and authorize the Chair 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.

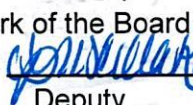
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 4/5/2021

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: April 20, 2021
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 | \$ 154,350 | \$ 463,050 | \$ 617,400 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050 | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 20/21-21/22 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Second Amendment to the Professional Services Agreement with Frank Flowers, Jr., M.D. Dr. Flowers, a board-certified family medicine physician, was a physician leader with Kaiser Permanente, Riverside for over 30 years.

Dr. Flowers was engaged for services at the request of Riverside University Health System (RUHS) Medical Center in March 2020 to support the County's Department Operations Center (DOC) as the Health Care Branch Leader responding to the COVID-19 pandemic. During the height of the pandemic, Dr. Flowers worked full-time, 40 hours per week, and helped RUHS-MC achieve the following:

- He developed and led the Skilled nursing facility Outreach Support (SOS) team, a Skilled Nursing Facility (SNF) operation support team,
- He was the physician advisor to Riverside County's SNF COVID Task Force Group,
- He was a member of the SNF testing and Outbreak Task Force Group, and
- He brought together leaders for the Riverside County Bioethics Group.

In addition to his COVID-19 response involvement, Dr. Flowers also provided physician consulting services to the Medical Center and RUHS Ambulatory Care department. Dr. Flowers has advised the clinics and physician leaders regarding throughput, specialty services, and organizational structure improvements. Dr. Flowers' clinical expertise and leadership have produced the following value-added outcomes:

- **Acting Medical Director over Outpatient Specialties:**
 - Built relationships with specialty leaders and understanding of their departmental operations,
 - Improved outpatient operational efficiency,
 - Improved coordination and collaboration between specialties,
 - Improved coordination between specialty clinics and Community Health Centers (CHCs),

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- Supported new specialty programs with onboarding and start up to the Medical Center (i.e. Pediatric Urology, Pediatric Neurosurgery, etc.),
- Oversaw new podiatry services integrated into three of the RUHS CHCs.
- **RUHS Community Health Center (CHC) Advisor**
 - Conducted on-site visits and rounding with CHC leadership,
 - Provided weekly “one-on-one” mentoring and coaching with CHC leaders,
 - Member of new Ambulatory Strategy Group focused on strategy and growth decisions for CHCs,
 - Member of E-Consult referral work group,
 - Member of CHC finance group,
 - Improved huddle board reboot,
 - Improved dual eligible visit refocus
- **Other Leadership Consultation**
 - Physician Co-Leader of COVID early discharge program during COVID surge,
 - Implemented the Member Innovation Consultant workgroup,
 - Implemented the Member Flu Task Force,
 - Partnered with other Physicians on implementing the inpatient Safe at Home project,
 - Facilitated partnership work between RUHS Medical Center, Riverside Community Medical Center and Kaiser Permanente.

Impact on Residents 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 agreement was signed by the Purchasing Department under direct patient care authority per Resolution No. 2019-147. However, it was later determined that this was outside that resolution’s service parameters. RUHS then signed an COVID-19 Emergency Procurement Form (EPF). 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

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COVID-19. Amendment No. 1 was approved by the Board, thus finalizing the COVID-19 EPF process for Board notification.

The Agreement was established for two reasons: to support the County's efforts towards managing the COVID-19 disease and also to provide needed consulting services relating to physician development. The Agreement was 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.

On October 20, 2020; Agenda Item #15.1, the Board of Supervisors approved a First Amendment to the Professional Services Agreement. The First Amendment increased the maximum payment by three hundred seventy-one thousand seven hundred dollars (\$371,700) from two hundred eighty-three thousand five hundred dollars (\$283,500) to six hundred fifty-five thousand two hundred dollars (\$655,200). During COVID-19, Dr. Flowers 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. The demands for his skills increased the amount of his time that was needed from 20 hours per week to 40 hours per week. The First Amendment supplemented the number of dedicated hours by adding additional work weeks to the original contract while the hourly rate remained at the same rate of \$315 per hour. In addition, the amendment corrected the period of performance from March 31, 2023 to terminate on March 31, 2021.

This Second Amendment will extend the period of performance effective April 1, 2021 through March 31, 2022 to allow Dr. Flowers to focus on completing various RUHS projects and initiatives. The annual maximum amount will decrease by thirty-seven thousand eight hundred dollars (\$37,800), from six hundred fifty-five thousand two hundred dollars (\$655,200) to six hundred seventeen thousand four hundred dollars (\$617,400). This Amendment requires Board approval as it exceeds the limit of the Purchasing Agent's authority under Ordinance 459.


ATTACHMENTS:

Attachment A:

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT FOR CONSULTING SERVICES BETWEEN COUNTY
OF RIVERSIDE AND FRANK FLOWERS, JR., MD**

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Tina Grande, Director of Purchasing 4/7/2021


Brianna Lantajo, Management Analyst 4/13/2021


Gregory L. Priamos, Director County Counsel 4/9/2021

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

This Second Amendment to the Professional Service Agreement for Consulting Services (herein referred to as "Second 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, COUNTY and CONTRACTOR entered into that certain First Amendment to the Agreement approved October 20, 2020; Agenda Item #15.1 and effective August 5, 2020 to increase the annual contract maximum amount and correct a typographical error related to the Period of Performance, (herein referred to as "First Amendment"); and

WHEREAS, the Parties now desire to extend 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 extend the period of performance for an additional twelve (12) months commencing upon April 1, 2021 through March 31, 2022, as follows:

"This Agreement shall be effective March 16, 2020 and continue in effect until March 31, 2022, unless terminated earlier."
2. **Compensation.** The second sentence of Subsection 3.1 of Section 3. Compensation is hereby amended as follows:

"Maximum payment by COUNTY to CONTRACTOR shall not exceed six hundred seventeen thousand four hundred dollars (\$617,400) for the period commencing April 1, 2021 through March 31, 2022."
3. **Exhibit B.** Section 2.0 and 30.0 of Exhibit B Payment Provisions are deleted in its entirety and replaced with the following:

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

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

By: Karen S. Spiegel

Name: Karen Spiegel

Title: Chair, Board of Supervisors

Date: 04.20.2021

Frank Flowers, Jr., MD

By: [Signature]

Name: Frank Flowers, Jr.

Title: Physician Consultant

Date: March 25, 2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson
Martha Ann Knutson
Deputy County Counsel

Date: Mar 25, 2021