



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



ITEM: 15.1
(ID # 18865)

MEETING DATE:
Tuesday, May 10, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of Amendment No. 3 to the Professional Services Agreement with Frank Flowers, Jr. M.D. for Consulting Services effective April 1, 2022 through March 31, 2023, 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 Third Amendment to the Professional Service Agreement with Frank Flowers, Jr. M.D. for Consulting Services effective April 1, 2022 through March 31, 2023 with no change in the annual contract amount of \$617,400 and authorize the Chairman of the Board to sign the Amendment on behalf of the County.
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 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 total sum of ten percent (10%) of the total annual cost of the agreement.

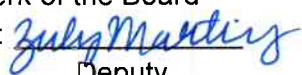
ACTION:Consent


 Jennifer Cruikshank, Chief Executive Officer – Health System 4/13/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Washington seconded by Supervisor Jeffries 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: May 10, 2022
 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			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will ratify and approve a Third Amendment to the Professional Service Agreement with Frank Flowers, Jr., M.D. to extend the period of performance for an additional one-year through March 31, 2023 with no change to the annual contract maximum amount of six hundred seventeen thousand four hundred dollars (\$617,400).

With the extension of this agreement, Dr. Flowers will be able to continue his consulting work at the Riverside University Health System-Medical Center (RUHS-MC) and help guide the expansion of programs and services. In the past few years RUHS-MC has expanded its Orthopedic, Gastroenterology (GI), and Endocrine specialties and extended Orthopedic and Endocrine availability to its outlying CHCs. With Dr. Flower's guidance, RUHS-MC plans to extend its GI services in the CHCs as well.

Additionally, Dr. Flowers is currently providing support to RUHS-MC in the following areas:

- Lean work and focus on Transitions of Care.
- CHC Access revamp
- Wound care clinic redevelopment and merger with the Limb salvage program
- Supporting the Patient Centered Medical Home Certification (Dr. Flowers helped lead this work at Kaiser in Riverside, this program was later spread on a Kaiser regional level)
- Supporting the transition of leadership of the Psychology program as it pertains to our Specialty care departments and Primary care.

Dr. Flowers' leadership has been critical for RUHS-MC's specialty growth and integration in the ambulatory setting and he will assist RUHS-MC with its continued expansion.

Dr. Flowers was engaged for services at the request of Riverside University Health System Medical Center (RUHS-MC) in March 2020 to support the County's Department Operations

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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.
- He served as Physician Co-Leader of COVID early discharge program.

In addition to his COVID-19 response involvement, Dr. Flowers has 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:

- Served as 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),
- 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 CHG 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,
- Implemented the Member Innovation Consultant workgroup,
- Implemented the Member Flu Task Force,

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- 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.

In 2021, with Dr. Flowers' guidance, RUHS-MC was able to add Pediatric Neurosurgery, Pediatric Urology, and Pain Management as new care specialties and is preparing to onboard both Neuro-Intervention and Genetics Counseling specialties this year as well.

Impact on Residents and Businesses

The services described above are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY21/22 budget. No additional County funds are required.

Contract History and Price Reasonableness

The initial agreement with Frank Flowers Jr. M.D. was originally signed by the Purchasing Department under Resolution No. 2019-147 for an annual maximum contract amount of \$283,500. However, it was later determined that this was outside that resolution's service parameters. RUHS-MC then signed a COVID-19 Emergency Procurement Form. 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.

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 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 constant consultation and support to RUHS-MC's COVID-19 response and to the Skilled Nursing Facilities efforts. 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 end of the period of performance from March 31, 2023, to March 31, 2021.

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On April 20, 2021, a Second Amendment was executed by the Board of Supervisors to extend the period of performance from April 1, 2021, through March 31, 2022, and decrease the annual maximum amount 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).

The proposed Third Amendment requires Board approval as it exceeds the authority delegated to the purchasing agent under Government Code Section 25502.5

ATTACHMENTS:

ATTACHMENT A: THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT FOR CONSULTING SERVICES


Suzanna Mackley, Assistant Director of Purchasing and Fleet Service

4/13/2022


Jacqueline Ruiz, Sr. Management Analyst

5/4/2022

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

This Third Amendment to the Professional Service Agreement for Consulting Services (herein referred to as "Third 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 to increase the annual contract maximum amount and correct a typographical error related to the Period of Performance; and

WHEREAS, COUNTY and CONTRACTOR entered into that certain Second Amendment to the Agreement approved April 20, 2021; Agenda Item #15.2 to decrease the annual contract maximum amount; 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, 2022 through March 31, 2023, as follows:

"This Agreement shall be effective March 16, 2020 and continue in effect until March 31, 2023, 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, 2022 through March 31, 2023."

3. **Exhibit B.** Section 3.0 of Exhibit B Payment Provisions are deleted in its entirety and replaced with the following:

3.0 Maximum payment by COUNTY to CONTRACTOR shall not exceed six hundred seventeen thousand four hundred dollars (\$617,400) for the period commencing April 1, 2022 through March 31, 2023.”

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 Third Amendment to the Agreement shall become effective April 1, 2022.

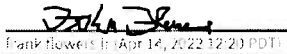
[Signature Page Follows]

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

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

Frank Flowers, Jr., MD

By: 

By:  Frank Flowers, Jr. (Apr 14, 2022 12:20 PDT)

Name: Jeff Hewitt

Name: Frank Flowers, Jr.

Title: Chair, Board of Supervisors

Title: Physician Consultant

Date: MAY 10 2022

Date: Apr 14, 2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 
Martha Ann Knutson (Apr 14, 2022 11:23 PDT)

Martha Ann Knutson
Deputy County Counsel

Date: Apr 14, 2022









Third Amendment to the Professional Services Agreement for Consulting Services between County of Riverside and Frank Flowers, Jr. M.D.

Final Audit Report

2022-04-14

Created:	2022-04-12
By:	Jose Curiel (jo.curiel@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAHOOL-b9pb2lgABqcf2qxlns92Z17V5z5

"Third Amendment to the Professional Services Agreement for Consulting Services between County of Riverside and Frank Flowers, Jr. M.D." History

-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
2022-04-12 - 3:48:29 PM GMT
-  Document emailed to frank flowers jr (f.flowersjr@ruhealth.org) for signature
2022-04-12 - 3:49:33 PM GMT
-  Email viewed by frank flowers jr (f.flowersjr@ruhealth.org)
2022-04-14 - 7:18:51 PM GMT
-  Document e-signed by frank flowers jr (f.flowersjr@ruhealth.org)
Signature Date: 2022-04-14 - 7:20:44 PM GMT - Time Source: server
-  Document emailed to Martha Ann Knutson (mknutson@rivco.org) for signature
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-  Email viewed by Martha Ann Knutson (mknutson@rivco.org)
2022-04-14 - 7:23:10 PM GMT
-  Document e-signed by Martha Ann Knutson (mknutson@rivco.org)
Signature Date: 2022-04-14 - 7:23:33 PM GMT - Time Source: server
-  Agreement completed.
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