



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



**ITEM: 15.1**  
(ID # 19212)

**MEETING DATE:**

Tuesday, June 14, 2022

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Fifth Amendment to the Agreement for Professional Medical Services with CEP America-California to provide Correctional Health Physician Services Effective April 15, 2022, All Districts. [Total Amendment Cost \$1,245,995; up to \$124,600 in additional compensation - 100% County General Fund]

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

1. Ratify and approve the Fifth Amendment to the Agreement for Professional Medical Services with CEP America-California to provide Correctional Health Physician Services effective April 15, 2022, and increase the annual contract by \$1,245,995 from \$2,153,255 to \$3,399,250 annually through June 30, 2023, 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 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 sum total of ten percent (10%) of the total annual cost of the Agreement.

**ACTION:Policy**

  
Jennifer Crulshank, Chief Executive Officer - Health System

6/1/2022

  
Gregg Gu, Chief Deputy County Counsel

6/8/2022

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried,  
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, and Washington  
Nays: None  
Absent: Perez and Hewitt  
Date: June 14, 2022  
xc: RUHS-Med

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<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>	\$1,245,995	\$0	\$1,245,995	\$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: 21/22 - 22/23</b>	

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

**BACKGROUND:**

**Summary**

The requested Board action will ratify and approve a Fifth Amendment to the Agreement for Professional Medical Services with by CEP America-California (CEP) to provide Correctional Health Medical Services. This Amendment will allow for an expansion of clinical care by CEP to increase hours of services provided by Advanced Care Providers (ACPs) (Physician Assistants and Nurse Practitioners) and also increase the hourly rates for these classifications. The work effort of patients to be seen by each provider hour is 3.4 patients per hour.

The Correctional Health department is mandated to provide professional medical services, sick calls, medical evaluations, and routine medical screenings to all inmates housed in the various correctional health facilities throughout Riverside County.

Below are some of the improvements which Correctional Health has achieved since CEP began providing leadership, physicians and ACPs:

- Expansion of Telehealth programs in 2021 to include 50% more specialty clinics which has reduced patient wait time to be seen by a provider for acute and chronic specialty medical conditions and reduced the number of patients transported to the hospital.
- Established Utilization Management to ensure timely patient referrals to specialty clinics within community standards and with improved patient outcomes.
- Expanded the Medication Assisted Treatment (MAT) program with over 70 patients enrolled in this form of treatment for opiate-use disorder on a daily basis and over 500 patients treated in 2021.
- In 2021, 100% of chronic care patient visits were performed every 60 days as clinically indicated.

**Impact on Residents and Businesses**

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

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**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**

On February 5, 2019, Agenda Item Number 15.1, the Board approved the Agreement for Professional Medical Services with CEP effective January 1, 2019, with options to renew four additional years not to exceed the annual amount of \$1,076,218.

On August 14, 2019, a First Amendment to the Agreement was executed under the Purchasing Agent's authority which exercised its renewal option extending the Agreement effective July 1, 2019, through June 30, 2020.

On November 5, 2019, Agenda Item Number 15.3, a Second Amendment to the Agreement was executed by the Board of Supervisors, amending the scope of services of the Agreement and increasing the annual maximum compensation from \$1,076,218 to \$2,153,255, effective July 1, 2019.

On October 27, 2020, a Third Amendment to the Agreement was executed under the Purchasing Agent's authority to exercise its renewal option extending the Agreement through June 30, 2021.

On June 29, 2021, a Fourth Amendment to the Agreement was executed under the Purchasing Agent's authority in which RUHS exercised its renewal option extending the Agreement through June 30, 2022.

The proposed Fifth Amendment to the Agreement, effective April 15, 2022, will: (a) renew the Agreement through June 30, 2023 (b) increase the maximum compensation by \$1,245,995 from \$2,153,255 to \$3,399,250; (c) expand the amount of work performed by Advanced Care Providers; and (d) increase the hourly rates for these providers.

The proposed increases in hourly rates were calculated by comparing salary rates for internal medicine practitioners with five or more years of experience.

The Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for physician services per Resolution 2021-116.

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ATTACHMENT:

Attachment A:

FIFTH AMENDMENT TO THE AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES (CORRECTIONAL  
HEALTH SERVICES)



Suzanna Hinkley, Assistant Director of Purchasing and Fleet Services

6/1/2022



Jacqueline Ruiz, Sr. Management Analyst

6/7/2022

**FIFTH AMENDMENT TO THE  
AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES  
(Correctional Health Services)**

This Fifth Amendment to the Agreement for Professional Medical Services (Correctional Health Services) ("Fifth 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 (Correctional Health Services), approved February 5, 2019, Agenda Item #15.1, (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Correctional Health Services (SPECIALTY);

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved August 14, 2019, to extend the term of the Agreement;

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved November 5, 2019; Agenda Item #15.3, to amend the scope of work and increase the annual contract amount;

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Third Amendment to the Agreement, approved October 27, 2020, to extend the term of the Agreement;

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Fourth Amendment to the Agreement, approved June 29, 2021, to extend the term of the Agreement; and,

WHEREAS, the Parties now desire to amend the Agreement to extend the Term as set forth in the Agreement, increase the amount of services provided, the rates for those services, and the annual contract maximum;

NOW THEREFORE, the Parties agree as follows:

1. **Term.** The first sentence of Subsection 5.1 of Section 5. Term is hereby amended to exercise an option to renew the period of performance as follows:

"This Agreement shall be effective January 1, 2019 and continue in effect through June 30, 2023, by written amendment signed by the authorized representatives of both Parties, unless terminated earlier."

2. Exhibit C. The table in Section 1.0 Compensation of Exhibit C is amended as follows:

"Subject to the conditions set forth below, as payment for CONTRACTOR's provision of SPECIALTY services and all other services contemplated by this Agreement, COUNTY shall pay CONTRACTOR as specified in the table below:

Type of Provider	Maximum Hours per 12 months	Hourly Rate
Primary Care Physician (PCP)	7,479 hours per year	\$249.98 per hour
Advance Care Provider (ACP) - Nurse Practitioner or Physician's Assistant	10,584 hours per year	\$144.52 per hour

COUNTY acknowledges and agrees that CONTRACTOR may substitute ACPs for Physician coverage hours set forth in the table above, provided such coverage is documented in accordance with Exhibit A and charged at the ACP hourly rate. COUNTY shall pay CONTRACTOR monthly, in arrears, for the hours used during the prior month. Any increase to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement.

The Parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable. Payments to CONTRACTOR shall be made on a monthly basis during the term of this Agreement. COUNTY shall pay CONTRACTOR payments by the invoice described in this Agreement."

3. Exhibit C. Section 3.0 Maximum Annual Compensation of Exhibit C is amended as follows:

"Maximum annual compensation payable per County fiscal year under this Agreement shall not exceed the amount of three million three hundred ninety-nine thousand two hundred fifty dollars (\$3,399,250) annually."

4. The Parties agree and acknowledge that the hourly rate for the services provided may not be amended or increased for at least twelve (12) calendar months.
5. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
6. Effective Date. This Fifth Amendment to the Agreement shall become effective upon April 15, 2022.

*[Signature Page Follows]*

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

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

By:   
Name: Jeff Hewitt

Title: Chair, Board of Supervisors

Date: JUN 14 2022

**CEP America-California**,  
a California general partnership

DocuSigned by:  
By:   
94D4F89EC93943F

Name: David Birdsall, MD

Title: COO

Date: 3/31/2022

**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**APPROVED TO FORM:**

County Counsel

Martha Ann Knutson  
By: Martha Ann Knutson Apr 13, 2022 14:33 PDT  
Martha Ann Knutson,  
Deputy County Counsel

Date: Apr 13, 2022