



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



ITEM: 15.2
(ID # 19234)

MEETING DATE:
Tuesday, June 14, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-CHC: Approve the Agreement for Professional Medical Services with CEP America-AUC, PC for Same Day Services on behalf of the Riverside University Health System – Community Health Centers (CHC) for five years, effective June 15, 2022 through June 30, 2027, All Districts. [Total Cost \$7,376,775; 100% Community Health Centers Fund].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement for Professional Medical Services with CEP America-AUC, P.C. for same day services on behalf of the Riverside University Health System – Community Health Centers (CHC) for \$7,376,775 for five years effective June 15, 2022 through June 30, 2027; and authorize the Chairperson 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 in a form approved by County Counsel: to sign amendments 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:Policy


Jennifer Crutshank, Chief Executive Officer – Health System


Gregg Gu, Chief Deputy County Counsel

6/8/2022

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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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,475,355	\$1,475,355	\$7,376,775	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Community Health Centers Fund-40090			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This board action will approve a five-year Agreement for Professional Medical Services with CEP America-AUC, PC for same day services on behalf of the Riverside University Health System (RUHS) – Community Health Centers (CHC) for five years effective June 15, 2022, through June 30, 2027, with maximum compensation amount of \$1,475,355 per County fiscal year.

In 2020, CEP America-AUC, PC (CEP) began providing same-day acute healthcare services at Riverside University Health System's Community Health Clinic (CHC) in Corona, CA. The CHC has experienced positive results since the inception of these services.

Currently, Riverside University Health System Medical Center's (RUHS-MC) Emergency Department (ED) is overwhelmed and working at a level beyond its physical capacity. Therefore, there is a significant need to increase same-day acute healthcare access at the CHC located at the RUHS-MC campus in Moreno Valley as an alternative to patients seeking care for non-urgent problems. Through this Agreement with CEP, the RUHS CHC plans to initiate same-day acute healthcare services at the Moreno Valley CHC, located at RUHS-MC's Medical Surgery Center.

RUHS-CHC's current Agreement with CEP for same-day acute healthcare services at the Corona CHC has a performance period of August 1, 2021, through June 30, 2022, with maximum annual compensation of \$743,798.

RUHS-CHC has elected to terminate this current contract and establish a new Agreement with CEP that will include same-day acute healthcare services for both the Corona CHC and the additional services planned for the Moreno Valley CHC. To accommodate the additional services, the proposed new Agreement's total annual contract maximum will be increased by \$731,557 for a total annual contract maximum of \$1,475,355, and its performance period will be

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from June 15, 2022, through June 30, 2027. The Agreement can be terminated by either party, without cause, by providing 180 days notice. The services can also be relocated to a different CHC if experience shows that they would be a better fit in a different location.

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.

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 October 2, 2020, an Agreement between RUHS-CHC and CEP for Professional Medical Services was executed under the Purchasing Agent's authority for CEP to provide routine acute care, primary care, and preventative care services on a walk-in basis at Corona CHC, effective August 1, 2020, through July 31, 2021, with an annual contract maximum of \$743,798.

On July 31, 2021, a second Agreement between RUHS-CHC and CEP for Professional Medical Services was executed under the Purchasing Agent's authority for CEP to continue providing routine acute care, primary care, and preventative care services on a walk-in basis at Corona CHC, effective August 1, 2021, through July 31, 2022, with an annual contract maximum of \$743,798.

The proposed new Agreement will include previous Corona CHC contract provisions but expand its scope to include the Moreno Valley CHC as well. To accommodate the additional services needed, the proposed new Agreement's total annual contract maximum will be increased by \$731,557 for a total annual contract maximum of \$1,475,355, and its performance period will be from June 15, 2022, through June 30, 2027.

The agreement 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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ATTACHMENTS:

Attachment A: **AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES WITH CEP
AMERICA-AUC, PC (Same Day Services)**


Suzanne Hickey, Assistant Director of Purchasing and Fleet Service

6/1/2022


Jacqueline Ruiz, Sr. Management Analyst 6/8/2022

**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Same Day Services)**

This Agreement (Agreement) 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 – Community Health Centers (CHC) and **CEP America-AUC, PC** a California professional corporation (CONTRACTOR), sometimes collectively referred to as the "Parties" or individually referred to as a "Party".

WHEREAS, Government Code Section 31000 allows the COUNTY to contract for special services and such contracts shall be with persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY desires to obtain professional medical services in the specialty practice of acute care services (SPECIALTY) for the purpose of improving patient care and complying with requirements of California Code of Regulations ("C.C.R.") Title 10 for managed care; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge, and experience to perform the duties set out herein;

NOW THEREFORE the Parties hereto enter into Agreement, as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the Parties agree as follows:

1.0 DEFINITIONS

1.1 "ACP(s)" shall mean an Advanced Care Provider – a mid-level provider supplied by CONTRACTOR, either a nurse practitioner or a physician assistant, appropriately licensed by the State of California.

1.2 "COUNTY" shall mean County of Riverside.

1.3 "COUNTY Patients" shall mean patients treated by the CONTRACTOR in accordance with this Agreement, and for the benefit of COUNTY, if: (1) the patients receive Professional Services from CONTRACTOR in CHC or any COUNTY owned or leased facility, regardless of the patients' payment source, or (2) the patients receive Professional Services from an intern or resident working under CONTRACTOR's supervision in CHC or any COUNTY owned or leased facility, on COUNTY's behalf, regardless of the patients' payment source.

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1.4 "CHC" shall mean Riverside University Health System Community Health Centers which are organized as Federally Qualified Health Centers (FQHCs).

1.5 "HOSPITAL" shall mean Riverside University Health System Medical Center.

1.6 "CHC Policies & Procedures, Rules, and Regulations" shall mean CHC's Policies & Procedures, rules and regulations, as amended from time to time.

1.7 "Physician(s)" shall mean a physician(s) employed or otherwise contracted by or with CONTRACTOR who are experienced and qualified in the medical practice of SPECIALTY and are licensed to practice medicine in the State of California.

1.8 "Professional Services" shall mean professional medical services in the SPECIALTY provided by Physicians and ACPs as more fully described in **Exhibit A** to this Agreement.

1.9 "State" shall mean the State of California.

1.10 "Support Staff" shall mean administrative and medical staff positions that offer support to the professional services as described in Exhibit A.

2.0 DESCRIPTION OF SERVICES

2.1 COMPLIANCE WITH CHC MISSION, VISION, AND VALUES

Professional Services shall be provided by CONTRACTOR in compliance with the CHC Mission, Vision, and Values, a copy of which shall be made available to CONTRACTOR, which reflect COUNTY's and CONTRACTOR's commitment to providing quality health services to COUNTY Patients, regardless of their ability to pay.

2.2 SERVICES PROVIDED

CONTRACTOR shall provide Professional Services for CHC in accordance with the services and duties described in this Agreement and **Exhibit A** hereto. A list of the Physicians and ACPs who will provide services on behalf of CONTRACTOR is attached as **Exhibit B** (which list shall be promptly updated by CONTRACTOR and provided to COUNTY upon the departure or addition of any Physician or ACP). CONTRACTOR shall not use, or knowingly permit any other person who is under its direction to use, any part of CHC's premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of Professional Services for CHC and CHC Patients.

3.0 RESPONSIBILITIES

3.1 CONTRACTOR AND COUNTY

Each Party agrees to maintain an environment which is conducive to quality medical care provision and training as it pertains to SPECIALTY services by providing facilities to properly care for patients and by encouraging critical dialogue between Physicians and other staff.

3.2 CONTRACTOR

3.2.1 Provision of Services

CONTRACTOR agrees to provide Professional Services as described in this Agreement and **Exhibit A** hereto.

3.2.2 Obligations as Employer

CONTRACTOR agrees it is responsible for all employer obligations for CONTRACTOR staff. COUNTY shall not be, or be construed to be, the employer of Physicians or ACPs for any purpose whatsoever. CONTRACTOR shall be solely liable and responsible for all employer obligations, if any, with respect to such Physicians. Such obligations shall include, but are not limited to, any payment of salary and all other compensation and fringe benefits; responsibility for federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that COUNTY is for any reason required to pay any such obligations, CONTRACTOR shall reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

3.2.3 CONTRACTOR Representations, Warranties, and Covenants

CONTRACTOR represents and warrants to COUNTY, upon execution and while this Agreement is in effect, as follows:

A. CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by this reference;

B. CONTRACTOR is not bound by any agreement or arrangement which would preclude CONTRACTOR from entering into, or from fully performing the Professional Services required under this Agreement;

C. With respect to any Physician or ACP providing services under this Agreement, his/her license to practice medicine or to practice as a physician assistant or nurse practitioner in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Each Physician or ACP providing services under this Agreement has, and shall maintain throughout this Agreement, an unrestricted license to practice medicine or other appropriate licensure in the State and Medical Staff privileges at CHC and shall only provide services within the scope of his or her license and privileges.

D. With respect to any Physician or ACP providing Professional Services under this Agreement, his/her privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

E. Neither CONTRACTOR nor any Physician or ACP providing Professional Services hereunder (a) is currently, or has ever been excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), (b) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), or (c) has received notice of or become aware of any notice of or threatened, proposed or actual exclusion, suspension or debarment, and/or any notice of an investigation or pending administrative or judicial proceeding regarding a criminal offense related to conduct that would or could trigger an exclusion of CONTRACTOR or any Physician or ACP hereunder from any federal or state health care program.

F. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if CONTRACTOR or any Physician or ACP providing services under this Agreement is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or State health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or State health care program, at any time during the term of this Agreement, or if at any time after the effective date hereof, COUNTY determines that CONTRACTOR has made a false representation and/or warranty under this Section or is in violation or breach of this Section, at COUNTY's election, this Agreement shall terminate: (1) as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program and/or of such conviction of a

criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or (2) as of the date of the breach of this Section.

G. CONTRACTOR shall, from and after the Effective Date, ensure that each of the Physicians be and remain board certified in the SPECIALTY by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if any of the Physicians is not certified in the SPECIALTY by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the SPECIALTY by the Certifying Board..

H. Notwithstanding the foregoing, if any of the Physicians or ACPs, but not CONTRACTOR itself, fails to maintain compliance with the requirements of paragraphs C through F of this section, this Agreement shall not terminate if CONTRACTOR immediately removes such affected Physician or ACP from providing any Professional Services hereunder, notifies CHC of such removal and replaces him/her with another physician or ACP acceptable to CHC.

I. The compensation formulas used by CONTRACTOR to pay its Physicians comply with applicable law and have no relationship to the volume or value of patient referrals to CHC or to CONTRACTOR.

J. CONTRACTOR shall notify COUNTY in writing within 24 hours of becoming aware of any occurrence that would render it unable to make any of the representations and warranties in this Section.

3.2.4 Administrative Obligations

CONTRACTOR shall:

A. Provide high efficient, safe and quality care to patients, which will be monitored by the Ambulatory Medical Director utilizing data reported at Performance Improvement and other staff committees.

B. Assist to establish rules and regulations for the operation of SPECIALTY services in COUNTY facilities including, but not limited to, the CHCs.

C. Provide proctoring and review on a regular basis for the clinical and educational performances of all SPECIALTY health care professionals working on-site at CHC in

accordance with any applicable CHC Policies & Procedures, Rules, and Regulations, and CHC policies and procedures, as well as Accreditation Council for Graduate Medical Education (ACGME), American Board of Osteopathic Medicine, and TJC standards, as applicable.

D. Provide CHC with annual performance objectives and evaluations to include age-specific competency and job skills for each of its ACPs who may work at CHC under this Agreement in accordance with applicable CHC policies and procedures.

E. Require each Physician or ACP who reports on-site at CHC to comply with COUNTY and CHC requirements for health screening tests determined appropriate by COUNTY, to conform to all applicable CHC Policies & Procedures, Rules, and Regulations, COUNTY policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of COUNTY and CONTRACTOR.

F. Participate and cooperate in the CHC Performance Improvement and Safety Programs.

G. Report to CHC the following information about each Physician at three (3) months before start of work on-site:

1. Name, address, and telephone number.
2. Health care providers and/or health insurance.
3. All other reasonable information about the Physicians other staff, or trainees as requested by COUNTY.
4. An "Application for Professional Liability Insurance for Employed/Contract Physicians and Surgeons Affiliated with the Following Institutions" form completed by each Physician assigned to work at CHC under the requirements of this Agreement, submitted to the Ambulatory Medical Director for review and signature prior to submittal to County Risk Management for approval.

H. Use best efforts to participate in all managed care programs contracted by, sponsored by, or approved by CHC.

I. Require Physicians and other CONTRACTOR health care staff to attend any orientation program presented for them by CHC and complete CHC's compliance training modules.

J. Provide monthly schedules for Physicians and ACPs.

3.2.5 Additional Supervisory/Management Responsibilities

CONTRACTOR shall ensure that:

A. CONTRACTOR's Physicians and ACPs shall be responsible for supervising and monitoring all SPECIALTY services delivered by them as coordinated with the Ambulatory Medical Director.

B. CONTRACTOR's Physicians and ACPs will prior to providing services at the CHCs complete credentialing as provider(s) of SPECIALTY services under the provisions of managed care contracts and other payor contracts entered into by CHC, in particular with Inland Empire Health Plan (IEHP).

3.2.6 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide CHC Administration a current written report, signed by the properly qualified Party performing the examination, verifying that CONTRACTOR personnel are able to perform the assigned duties and are free from symptoms indicating the presence of infectious disease. Said report shall initially contain the results of a skin test for tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray and Hepatitis B test. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

3.2.7 Miscellaneous

CONTRACTOR will:

A. Take no steps to recruit CHC staff for employment during the course of this Agreement and for ninety (90) days thereafter.

B. Comply with all local, State, and federal ordinances, statutes, laws, rules, or regulations applicable to the employment by CONTRACTOR of personnel assigned to CHC.

C. Be accountable for being in compliance with all billing regulations and laws regarding provision of SPECIALTY services as well as in conjunction with residency supervision.

D. Carry out all additional duties and functions of the CHC as delineated in the CHC Policies & Procedures, Rules, and Regulations as appropriate.

E. CONTRACTOR agrees to assist CHC, upon request, in planning, developing, and establishing new procedures and processes for the effective management of SPECIALTY patient care.

F. CONTRACTOR acknowledges that no investigational use of equipment, pharmaceuticals, or conduct of research may be undertaken at CHC without CHC Investigation Review Board approval according to requirements contained in the Policies & Procedures, Rules and Regulations, and CHC Policies and Procedures.

3.3 COUNTY

3.3.1 It is mutually agreed and understood that the CHC receives funds from the COUNTY, which, in aggregate, are used to support the clinical operations of CHC. In the event the COUNTY ceases to provide the CHC with funding to support clinical operations, this Agreement shall be deemed terminated and of no further force and effect immediately upon receipt of COUNTY'S notification to CONTRACTOR. The Parties understand that such event would require the complete withdrawal of all COUNTY funding to CHC. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs in accordance with Section 4, Compensation, and as outlined in Section 5.3, of this Agreement.

3.3.2 COUNTY agrees to:

A. Provide sufficient information about its specific needs so that CONTRACTOR may provide the appropriate staff with the necessary skills and experience.

B. Assist CONTRACTOR, on a continuing basis, with the evaluation of CONTRACTOR personnel by providing performance information to the CONTRACTOR Coordinator.

C. Immediately notify CONTRACTOR of any particular problems regarding CONTRACTOR's personnel or independent contractors.

D. Provide necessary emergency health care or first aid required by CONTRACTOR personnel as a result of an accident occurring at COUNTY facilities.

E. Retain ultimate professional and administrative accountability for all patient care at COUNTY facilities.

F. Take no steps to recruit CONTRACTOR staff or Physicians for employment during the term of this Agreement or for ninety days thereafter.

3.3.3 COUNTY shall be responsible for:

A. Hiring, scheduling, promoting, compensating, disciplining, and terminating of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with CONTRACTOR to the extent practicable regarding any necessary reductions, expansions, or changes in such staffing, although the Parties recognize COUNTY's right to make all final decisions with respect to such reductions, expansions, or changes.

B. Investigating complaints by CONTRACTOR regarding COUNTY personnel to determine the necessity for specific action. Whenever such complaint provides reasonable grounds to believe that the safety of any person or property in COUNTY facilities may be at risk, COUNTY shall make reasonable efforts consistent with COUNTY's established procedures, to reassign such personnel pending resolution of the complaint.

C. Compensating COUNTY personnel who provide Professional Services at CHC and who are not providers employed by or contracted with CONTRACTOR.

3.3.4 CHC shall consult with CONTRACTOR as to the support elements CHC deems necessary for the proper operation of the SPECIALTY Services and shall furnish, at its expense, for the use of CONTRACTOR, all such support elements, including but not limited to the following:

A. Space

CHC shall furnish and make available to CONTRACTOR space(s) as may be mutually agreed upon by the Parties; provided that CHC shall have the right to withdraw, relocate, or modify such space(s) as it deems reasonably necessary.

B. Office Space and Support Staff

CHC shall provide to CONTRACTOR office space and the services of clerical staff to ensure appropriate clerical support for the Chief of the Department.

C. Utilities and Ancillary Departments

CHC shall furnish laundry service, housekeeping services (including hazardous, infectious, medical and radioactive waste disposal), mail and CHC courier service, and utilities including gas, water, heat electricity and all other types of utility services reasonably necessary for the proper operation of SPECIALTY Services. CHC shall also provide the services of its administrative and other support departments, including administration, accounting, engineering, medical transcription, and purchasing, as reasonably necessary for the proper operation of the CHC. CHC Administration shall assist the CONTRACTOR by (i) providing

CHC policies and procedures to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of CHC which pertains to the operation of SPECIALTY Services.

D. Equipment

CHC shall furnish equipment as CHC and CONTRACTOR mutually agree is necessary for the proper operation of the SPECIALTY Services. CHC shall keep and maintain said equipment in good order and repair and shall replace and upgrade such equipment as it may become worn or obsolete.

E. Supplies

CHC shall furnish all expendable and non-expendable supplies, such as drugs, chemicals, stationery, and similar supplies reasonably necessary for the proper operation of SPECIALTY Services

F. Other Personnel

All other personnel, including but not limited to nursing, administrative or other non-medical and non-physician personnel as CHC deems necessary for the proper operation of the SPECIALTY Services shall be either employed or contracted outside the Agreement as separate contractors, and compensated by CHC. Furthermore, CHC shall give due consideration to removing any such person from the SPECIALTY Services upon request by the CONTRACTOR. In the performance of their duties in the SPECIALTY Services, such personnel shall be subject to the supervision of the CHC Administration, as appropriate.

4.0 COMPENSATION

4.1 CONTRACTOR shall invoice CHC monthly in arrears for services provided and shall be paid in accordance with **Exhibit C**, attached hereto incorporated herein. Payment shall be due thirty (30) working days from the date of receipt of the invoice. CHC shall only pay CONTRACTOR in response to invoices, unless otherwise instructed by CONTRACTOR, and shall include the remittance information set forth in such invoices when making payments. CONTRACTOR shall provide monthly reports identifying the services performed in the prior month, including the location(s) where services were provided, the Physicians or ACPs who rendered services, the types of services provided, the date services were rendered, the hours worked, and patient encounter information.

4.2 Such payment by CHC shall be deemed to be made for, as provided by this Agreement, Professional Services only, and CHC shall not make, nor shall CONTRACTOR claim,

any reimbursement for time and expense in any manner connected with transportation to or from the site at which CONTRACTOR shall or may render services hereunder.

4.3 CHC reserves the right to dispute invoices. If there is an error on an invoice, after prior notification discussion and agreement on correct amount with CONTRACTOR, CONTRACTOR will issue a credit note and revised invoice, and CHC will make payment to Contractor as further set forth in **Exhibit C**.

4.4 Maximum payments by CHC to CONTRACTOR shall be as specified in **Exhibit C**, attached hereto.

5.0 TERM/TERMINATION

5.1 Term. This Agreement shall be effective June 15, 2022 and continue in effect through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both Parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year Agreement.

5.2 Termination without cause. Either Party may terminate this Agreement, without cause, by giving one hundred eighty (180) days' prior written notice to the other Party, unless otherwise terminated in accordance with the provisions of this Section 5 of this Agreement, or as otherwise specified herein.

5.3 Termination for cause. Either Party may terminate this Agreement for a breach of this Agreement by providing at least thirty days' notice of the event(s) it believes constitutes a breach and providing a reasonable opportunity for the other Party to cure such breach.

5.4 In the event that this Agreement is terminated prior to the expiration of the Agreement, the Parties shall not enter into a contract with each other pertaining to the subject matter hereof during that Term of the Agreement.

5.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) (a) upon CONTRACTOR's closure; i.e., failure to continue in business, or (b) in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR, or, (c) at CHC's election, in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as

specified in **Exhibit C** only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

5.6 In the event that there shall be a change in the Medicare or Medi-Cal Acts, regulations, or general instructions (or application thereof), the adoption of new regulation(s), or a change in any third-party payer reimbursement system, any of which materially affects the reimbursement which COUNTY may receive for services furnished to COUNTY Patients through this Agreement, either Party may by notice propose a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis of compensation is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter to agree upon a new basis for compensation, either Party may terminate this Agreement by sixty (60) days' notice to the other on any future date specified in such notice.

5.7 Notwithstanding anything to the contrary herein contained, in the event performance by either Party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the license of either Party, its participation in or reimbursement from the State or federal health care programs or other reimbursement or payment programs, or its full accreditation by TJC or any other state or nationally recognized accreditation organization, or if any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the Parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the Parties are unable to reach an agreement on such changes within thirty (30) days after initiating negotiations, COUNTY or CONTRACTOR may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

5.8 In the event of non-availability of COUNTY funds, this Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement for Professional Services up to the date of termination, in accordance with Section 4, Compensation.

6.0 HOLD HARMLESS/INDEMNIFICATION

6.1 CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, and

independent contractors from any and all liability action, claim, or damage whatsoever, based or asserted upon any intentional or negligent act or omission or willful misconduct of CONTRACTOR, its directors, officers, agents, employees, independent contractors, or subcontractors arising out of or in any way related to this Agreement, or any breach of this Agreement; however, this indemnification shall not apply to Professional medical services performed by CONTRACTOR or any of its subcontractors, independent contractors, or employees, on behalf of the COUNTY under this Agreement. Liability resulting from medical professional acts or omissions of the CONTRACTOR shall be subject to the terms of **Exhibit D**, attached hereto.

6.2 The Parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or causes of action may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other when such issues, claims or causes of action arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or causes of action. The Parties shall, therefore, use reasonable efforts to address such risk management claims or causes of action in a cooperative manner.

7.0 INSURANCE

7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

7.2 CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. The procurement and maintenance of the insurance required below will not diminish or limit

CONTRACTOR's obligation to indemnify or hold COUNTY harmless, as set forth in Section 6 above.

A. WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY

Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and be endorsed to Waive Subrogation in favor of the COUNTY.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance coverage including, but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. To the extent coverage is provided by a commercial insurance policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. VEHICLE LIABILITY

If CONTRACTOR's vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as a Loss Payee.

D. PROFESSIONAL LIABILITY

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date

of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. GENERAL INSURANCE PROVISIONS

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and shall have an A.M. BEST rating of not less than an A-VII (A:68) unless waived, in writing, by the COUNTY Risk Management. If COUNTY's Risk Management waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of COUNTY Risk Management before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to COUNTY, and at the election of COUNTY Risk Management, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either; 1) a properly executed Certificate(s) of Insurance and copies of Endorsements affecting coverage as required herein, or 2) if requested to do so in writing by COUNTY Risk Management, provide certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect with a covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. *If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall

not commence operations until the COUNTY has been furnished Certificate(s) of Insurance. The original Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the Parties hereto that Certificate(s) of Insurance and policies shall covenant and shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in COUNTY Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

The insurance requirements described herein may be met with a program of self-insurance or a combination of insurance and self-insurance.

CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8.0 OSHA REGULATION

CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA standards, and laws and regulations relating thereto, and shall comply therewith as to all required elements under this Agreement.

9.0 TJC STANDARDS

CONTRACTOR certifies knowledge of TJC Standards and shall comply therewith as to all required elements under this Agreement.

10.0 WORK PRODUCT

All reports, preliminary findings, or data assembled or compiled by CONTRACTOR for COUNTY under this Agreement become the property of the COUNTY, excluding any Pre-Existing or New Materials of CONTRACTOR, as defined herein. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be

circulated in whole or in part, nor released, to the public without the direct authorization of the CHC Director/CEO or an authorized designee. Each Party acknowledges and agrees that the other Party owns or licenses existing Confidential Information, platforms, websites, practices, protocols and other material protected by worldwide common law and statutory intellectual property rights ("Pre-Existing Materials"). In the case of CONTRACTOR, Pre-Existing Materials specifically includes the On Duty ® platform. Neither Party will reproduce, sell, transmit, publish, broadcast, or otherwise disseminate or distribute the other Party's Pre-Existing Materials without such party's prior written consent. Furthermore, each Party shall own, solely and exclusively, all intellectual property rights to any materials created solely by that Party, without the use of the other Party's Pre-Existing Materials or incorporating work product created by CONTRACTOR under this Agreement, during or after the Term of this Agreement ("New Materials"). In addition, each Party specifically agrees not to use the other Party's Pre-Existing Materials or New Materials in the creation or development of its own materials during or after the Term of this Agreement without the other Party's prior written consent.

11.0 ASSIGNMENT/DELEGATION

11.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without the prior written consent of COUNTY, provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts with the prior written consent of COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. Any attempted assignment or delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that this paragraph is not intended to limit the use of independent contractors by CONTRACTOR under this Agreement.

11.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of any subcontractor in accordance with Section 6.0, Indemnification.

11.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of the Physicians and other health professionals providing services at CHC must contain a clause whereby said Physicians and health professionals who jeopardize the license or accreditation of CHC may be removed from CHC by CONTRACTOR and/or CHC without application of any provision of the Bylaws of the Medical Staff of the CHC or entitlement to hearing thereunder.

11.4 CONTRACTOR agrees that any development of physician or ACP training agreements wherein the resident(s) will be placed at CHC must be submitted at least sixty (60)

days in advance to CHC Administration for review and processing prior to making any commitment to the resident(s) regarding such placement.

11.5 A change in the business structure of CONTRACTOR, including but not limited to a change in the majority ownership, change in the form of CONTRACTOR's business organization, management of CONTRACTOR, CONTRACTOR's business organization, CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an assignment for purposes of this Section.

12.0 WAIVER OF PERFORMANCE

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement hereof.

13.0 RECORDS AND REPORTS

13.1 CONTRACTOR shall prepare and maintain accurate and complete records of its services and activities performed under this Agreement. CONTRACTOR shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect CONTRACTOR's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to COUNTY. CONTRACTOR agrees to provide to COUNTY such reports as may be required by the CHC Director/CEO, or designee, with respect to the services set forth under this Agreement.

13.2 To the extent necessary to prevent disallowance of reimbursement under 42 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Comptroller General of the U.S. General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by CONTRACTOR.

13.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records and other applicable patient information as may be needed by CONTRACTOR to provide patient care services in accordance with this Agreement.

14.0 PERFORMANCE EVALUATION

CONTRACTOR hereby agrees to permit an appropriate official of the CHC, State or federal government to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement. To the extent applicable, monitoring shall include a quarterly assessment of the performance requirements listed in **Exhibit E**, Performance Requirements, attached hereto, and is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by CHC and CONTRACTOR to evaluate CONTRACTOR's performance under this Agreement.

15.0 CONFIDENTIALITY

15.1 CONTRACTOR shall maintain the confidentiality of any and all patient records and information which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of CONTRACTOR under this Agreement.

15.2 CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s), any oral or written communication, information, or effort of cooperation between CHC and CONTRACTOR, or between CHC and CONTRACTOR and any other Party.

15.3 CONTRACTOR, its officers, employees, and agents, including each of the Physicians, shall comply with all federal, State and COUNTY laws and regulations, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). CONTRACTOR shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of CHC patients, other than as permitted by this Agreement, CHC policies and procedures, and the requirements of HIPAA or the Regulations. CONTRACTOR shall implement appropriate safeguards to prevent the use or

disclosure of Protected Health Information other than as contemplated by this Agreement. CONTRACTOR shall promptly report to CHC any use or disclosures, of which CONTRACTOR becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that CONTRACTOR contracts with any agents to whom CONTRACTOR provides Protected Health Information, CONTRACTOR shall include provisions in such agreements pursuant to which CONTRACTOR and such agents agree to the same restrictions and conditions that apply to CONTRACTOR with respect to Protected Health Information. CONTRACTOR shall make CONTRACTOR's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by CONTRACTOR or CHC by virtue of this Section. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

16.0 INDEPENDENT CONTRACTOR

16.1 The CONTRACTOR is, for purposes arising out of this Agreement, an Independent Contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and each of its employees, subcontractors or independent contractors shall in no event, as a result of this Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury leave or other leave benefits. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Notwithstanding the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR or any of its employees, subcontractors or independent contractors is an employee of COUNTY for purposes of income tax withholding, COUNTY shall upon two (2) weeks' notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal and State income taxes and pay said sums over to the federal and State Governments.

16.2 It is further understood and agreed by the Parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of CHC merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results, provided always

that the services to be performed hereunder by CONTRACTOR shall be provided in a manner consistent with all regulatory, including federal, State, and local agencies, accrediting and licensing agencies, CHC's Policies & Procedures, Rules, and Regulations, and policies and procedures, as may be amended from time to time, as well as community standards governing such services and the provisions of this Agreement.

16.3 Neither COUNTY nor CHC shall have or exercise any control or direction over the methods by which CONTRACTOR or any of the Physicians shall perform his/her work functions. The sole interest of COUNTY is to assure that CHC is operated in a competent, efficient, safe and satisfactory manner, and that all applicable provisions of the law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation and regulation of physicians and hospitals shall be fully complied with by all Parties hereto.

17.0 NONDISCRIMINATION

17.1 To the extent prohibited by applicable law, CONTRACTOR shall not unlawfully discriminate in the provision of Professional Services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age, marital status, medical condition, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding nondiscrimination and equal opportunity employment including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights Act of 1964 (P.L. 88-352).

17.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the following:

A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Subjecting an eligible person to segregation or separate treatment in any matter related to receipt of any service, except when necessary for infection control.

C. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

D. Treating an eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

18.0 CONFLICT OF INTEREST

The Parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR shall submit an annual statement of economic conflict of interest disclosure form as designated by CHC.

19.0 COMPLIANCE PROGRAM

It is acknowledged that the RUHS Compliance Program applies to the services and obligations described herein. The Compliance Program is intended to prevent compliance concerns such as fraud, abuse, false claims, and inappropriate patient referrals. CONTRACTOR agrees to cooperate with RUHS's Compliance Program, including any audits, reviews and investigations which relate to any services provided hereunder. The Compliance Program requires, and it is hereby agreed, that any regulatory compliance concerns shall be promptly reported to the Chief Compliance Officer (951-486-6471; r.compliance@ruhealth.org) or reported anonymously through the HOSPITAL's Compliance Hotline (844-760-5832).

20.0 SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21.0 ADMINISTRATION

The CHC Director/CEO (or designee) shall administer this Agreement on behalf of the COUNTY.

22.0 JURISDICTION, VENUE, AND ATTORNEY FEES

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the Superior Court for the State of California, County of Riverside. Should action be brought to enforce or interpret the provisions of the Agreement, the

prevailing Party shall be entitled to attorney's fees in addition to whatever other relief is granted.

23.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION

CONTRACTOR shall not use any funds provided hereunder to pay the salary or expenses of any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before Congress of the United States, California State Legislature, or Riverside County Board of Supervisors.

24.0 NO REFERRALS

No term, covenant or condition of this Agreement shall be construed as requiring or inducing CONTRACTOR or any Physician to refer any patients to CHC. CONTRACTOR's rights under this Agreement are not and shall not be dependent in any way or manner upon the number of outpatients referred to CHC. Any payment, fee, or consideration of any kind provided for in this Agreement to be made or given by COUNTY to CONTRACTOR shall be made or given only as fair market value consideration in return for the performance of the services provided in accordance with this Agreement and shall not constitute, or be deemed to constitute, consideration in return for the referral of any patient.

25.0 FORCE MAJEURE

Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.

26.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto. COUNTY and CONTRACTOR may be Parties to other, separate and unrelated agreements. In accordance with 42 C.F.R. § 411.357(d)(ii), these agreements are identified in CHC's centralized master list of physician contracts, which is maintained and updated and available for review by the Secretary of the U.S. Health and Human Services upon request.

27.0 NOTICES

Any notice required or authorized under this Agreement shall be in writing. If notice is

given by United States mail, it shall be sent registered or certified mail, return receipt requested, addressed as follows:

CONTRACTOR:

CEP America-AUC, PC d/b/a Vituity
2100 Powell Street, Suite 400
Emeryville, CA 94608
Attn: COO

COUNTY:

Riverside University Health System -
Community Health Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: RUHS-Medical Center CEO

Notice delivered personally is effective upon delivery. Notice given by mail is effective upon date of mailing.

28.0 HEADINGS

Headings are for the purpose of convenience and ease of reference only and shall not limit or otherwise affect the meaning of a provision.

29.0 COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

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

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

CEP America-AUC, PC

By: 
Name: Jeff Hewitt


94D4F89EC93943F...

Name: David Birdsall, MD

Title: Chair, Board of Supervisors

Title: COO

Date: JUN 14 2022

Date: 5/12/2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 
Martha Ann Knutson "May 20, 2022 12:52 PDT"

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: May 20, 2022

EXHIBIT A

SCOPE OF SERVICE

1.0 CONTRACTOR shall provide the following:

1.1 STAFFING

A. Provide adequate staffing to assume medical care responsibilities for Specialty services under the direction of the CHC Medical Director. It is contemplated that there will be one (1) hour of Physician services and nine (9) hours of ACP services available each day at the following CHC locations:

- Riverside University Health System Medical Center Main Campus CHC
26600 Cactus Avenue, Suite #300
Moreno Valley, CA 92555
- Riverside University Health System Corona CHC
2813 S. Main Street
Corona, CA 92882

B. To assist Physicians and ACPs in providing SPECIALTY services, CHC will employ and provide support staff for all urgent care hours that will consist of one (1) Registration Clerk, one (1) Licensed Vocation Nurse (LVN) and one (1) Medical Assistant who is also certified as a limited license x-ray technician.

C. CHC acknowledges and agrees that the staffing hours above are estimated averages and were determined with the expectation that CONTRACTOR, if mutually agreed by CHC Director or his/her designee, may substitute Physician coverage for ACPs to reflect variations in ACP availability.

1.2 GENERAL RESPONSIBILITIES

A. All administrative issues shall be directed to the CHC CEO or designee for handling.

EXHIBIT A

SCOPE OF SERVICE

B. Provide SPECIALTY services on a walk-in basis Monday through Friday from 11:00 a.m. to 8:00 p.m. and Saturday through Sunday from 9:00 a.m. to 5:00 p.m. at the CHCs. Providers will work up to one (1) additional hour each day to finish seeing patients, complete charts, and address messages.

C. Provide only Physicians and ACPs who have been approved by the CHC Credentialing Committee.

D. Continue to recruit highly qualified and capable board certified / eligible Physicians and ACPs who will continue to embrace and champion patient centered care and will build upon the operational excellence at RUHS.

E. Provide suitable staff replacement coverage for any Physician or ACP absent due to extended illness, vacation, seminar attendance, or termination of employment with CONTRACTOR, who was assigned at CHC under the terms of this Agreement.

F. Ensure CONTRACTOR Physicians and ACPs have verifiable SPECIALTY experience and training and must obtain and remain credentialed at all times under the term of this Agreement.

G. Provide complete medical records for all patients cared for no later than seventy-two (72) hours after patient discharge in compliance with CHC Policies & Procedures, Rules and Regulations. CONTRACTOR agrees to dictate reports immediately after completion of procedures. Said medical records shall, at all times, be the property of CHC, but CONTRACTOR shall have reasonable access to such medical records and shall have the right to make copies thereof, at CONTRACTOR's sole cost and expense, upon reasonable notice to CHC to do so.

H. Ensure all CONTRACTOR Physicians and ACPs providing services complete and submit a monthly time sheet in a format agreed to by the Parties documenting the time spent on specific tasks related to those clinical duties.

1.3 SERVICES PROVIDED

CONTRACTOR providers will deliver routine acute care, primary care and preventive care services, including:

EXHIBIT A

SCOPE OF SERVICE

- A. Evaluation and management of minor illnesses including common respiratory infections, sore throats, ear infections, urinary tract infections, etc.
- B. Evaluation and management of minor skin problems such as rashes or skin infections.
- C. Evaluation and treatment for injuries including sprains, strains, simple fractures, lacerations, and animal bites which include:
 - 1.3.C.1 X-Ray and initial fracture care (splinting) for fractures not requiring immediate reduction;
 - 1.3.C.2 Reduction of fractured or dislocated fingers and toes may be provided in the urgent care setting;
 - 1.3.C.3 Local anesthesia and repair of simple and intermediate lacerations;
 - 1.3.C.4 More complex injuries for patients presented to the clinical care may be evaluated and stabilized within the capabilities of the CHC before transfer to an emergency department (ED).
- D. Sports and camp physicals.
- E. Initial evaluation of other common medical complaints such as abdominal pain, headaches, back pain, etc. Patients needing further work up would be referred to the closest Emergency Department if they present with emergent signs or symptoms.

1.4 LOCATION OF SERVICES

Locations for the delivery of services will be as follows:

- Riverside University Health System Medical Center Main Campus CHC

26600 Cactus Avenue, Suite #300

Moreno Valley, CA 92555

EXHIBIT A**SCOPE OF SERVICE**

- Riverside University Health System Corona CHC

2813 S. Main Street

Corona, CA 92882

The parties agree that these locations may change upon reasonable notice to any other CHC location where it is determined that the community is in need of these services delivered in this manner.

1.5 CONTRACT COORDINATOR

CONTRACTOR agrees to provide the services of a physician who is acceptable to CHC to serve as the CONTRACTOR contract coordinator (COORDINATOR) for purposes of negotiation, implementation, and coordination of the fulfillment of responsibilities under this Agreement. CONTRACTOR shall not replace the approved CONTRACTOR physician Coordinator without the prior approval of the CHC. **Michael Mesisca, D.O.**, shall serve as Coordinator for SPECIALTY services in this capacity until such time as mutually agreeable.

A. COORDINATOR for SPECIALTY services will serve as, or delegate a physician with prior approval of the CHC, the Physician Lead for the Same Day clinic.

B. The Physician Lead will provide the following:

1.5.B.1 Guide the design and operations of clinic workflow to optimize efficiencies in the CHC. Share these practices throughout the CHC system to further optimize CHC clinics.

1.5.B.2 Assist with regional marketing and local community networking to support volume goals.

1.5.B.3 Oversight of CONTRACTOR ACPs and Physicians including responsibility for individual provider training, clinical performance, peer review, and productivity.

1.6 STAFF REMOVAL

A. COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any Physician or ACP from CHC's premises in the

EXHIBIT A

SCOPE OF SERVICE

event such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of COUNTY facilities and according to CHC's Policies & Procedures, Rules, and Regulations as may be amended from time to time.

B. Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any Physician assigned to COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter is fully resolved to the satisfaction of COUNTY.

1.7 Health Resources and Services Administration Requirements

A. CONTRACTOR acknowledges that services will be provided to all patients presenting to the CHC, regardless of ability to pay.

B. CONTRACTOR also agrees that its services will be used to provide discounted medical care made available under the CHC Sliding Fee Discount Schedule Program, or any discount greater than or equal to the CHC Sliding Fee Discount Schedule, to all eligible patients.

C. CONTRACTOR shall review all pertinent clinical information from the patient's primary care provider and document in the patient's Electronic Health Record - EPIC.

D. CONTRACTOR shall contact the patient's primary care provider to discuss any serious complications or change in status and collaborate on recommended care plan to support the patient/family, as appropriate.

E. CONTRACTOR shall inform patient of diagnosis and prognosis as necessary.

F. CONTRACTOR shall inform each patient of follow-up recommendations, if any.

H. CONTRACTOR shall discharge the patient back to the care of the Primary Care provider and, at the time of discharge, provide any relevant documentation from the CONTRACTOR, including diagnosis, medication, relevant labs, radiological reports and progress notes for any patients seen.

I. CONTRACTOR will not bill patients or third-parties for SPECIALTY services provided by CONTRACTOR.

EXHIBIT B

LIST OF CONTRACTOR PHYSICIANS AND ACP's

Physicians:

Armaghan Azad, M.D.

Michael Mesisca, D.O.

Mark Thomas, D.O.

Stephanie Loe, D.O.

Thomas Minahan, D.O.

Gail Silver, M.D.

ACPs:

Costilla, Magen

Holguin, Christine

Rees, Alexandra

Rodney Koenig, PAC

Alyssa Weiner, PAC

Tiffany Mendoza, PAC

Vivian Acevedo, PAC

Jillian Allard, PAC

Kurt Harris, PAC

Giselle Ludi, PAC

Willie Rivera Landeros, PAC

EXHIBIT B

LIST OF CONTRACTOR PHYSICIANS AND ACP's

EXHIBIT C**PAYMENT PROVISIONS**

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by CHC in accordance with the payment provisions as follows:

1.0 Compensation

1.1 Subject to the conditions set forth in this Agreement, HOSPITAL shall pay CONTRACTOR the following hourly rates for actual services provided, as set forth in the table below.

Description	Hourly Rate	Maximum Hours	Maximum Annual Amount
Physician (0.6 FTE)	\$241.56	1020	\$246,386
ACP (4.7 FTE)	\$164.47	7285	\$1,198,171
Physician Lead (0.08 FTE)	\$241.56	127.5	\$30,798

1.2 If CONTRACTOR schedules a Physician to work in place of an ACP the ACP hourly rate shall be charged and paid.

1.3 Each calendar month CONTRACTOR shall provide, in arrears, an invoice listing the actual number of hours that individuals in each of the categories listed in Exhibit A provided services during the prior month. CONTRACTOR shall provide separate invoices listing services provided for each individual CHC location. CONTRACTOR staff shall account for service time by providing a log each month in a format mutually agreed to by both parties detailing the individual work hours for administrative time, tele-medicine, chart review, and clinical time and the individual performing each service and the location of that service. The log will be used to verify physician and ACP hours billed monthly, including hours worked by the Physician Lead.

1.3.1 Hours worked in excess of the average monthly hours agreed to in a particular category in a particular month can be carried over and reflected on a later invoice to meet the expected hours of services in a subsequent month or months within the same county fiscal year. However, the maximum number of hours which will be paid by the COUNTY for each month, per staffing category, is limited to those specified in this Exhibit C.

1.3.2 Invoices shall also include the monthly performance metrics described in Exhibit E and any associated deductions, if any, for failure to meet those performance metrics.

PAYMENT PROVISIONS

1.3.3 Cancelled shifts, if any, will be deducted from the average monthly payment on a prorated basis.

1.4 Any increase to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement.

1.5 The Parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable.

1.6 CONTRACTOR hereby assigns the right to bill and receive compensation for Physician's and ACPs Professional Services to COUNTY. CONTRACTOR shall cause Physicians and ACPs to execute a form CMS 855-R and any other forms necessary to execute this reassignment of professional fees to COUNTY. As required by Medicare, (i) COUNTY and CONTRACTOR agree that CONTRACTOR shall be jointly and severally liable for any Medicare overpayments resulting from claims for the professional services where PHYSICIAN has not coded correctly and (ii) CONTRACTOR shall have unrestricted access to claims submitted by COUNTY for the Professional Services performed by CONTRACTOR's personnel.

1.7 CONTRACTOR and its Physician shall fully cooperate with HOSPITAL staff or any COUNTY billing, coding and collection contractors in billing third-party payers and patients for care provided by CONTRACTOR and its personnel under this Agreement.

1.8 CONTRACTOR

2.0 Maximum Annual Compensation

2.1 Maximum compensation payable under this Agreement to CONTRACTOR by COUNTY for services from June 15, 2022 through June 30, 2027 shall not exceed one million four hundred seventy-five thousand three hundred fifty-five dollars (\$1,475,355) per County fiscal year.

EXHIBIT D

PROFESIONAL LIABILITY INDEMNITY

1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall indemnify the CONTRACTOR and provide Professional Liability insurance to the CONTRACTOR (upon approval of County Risk Management) as provided hereunder solely and exclusively to the extent that it pertains to the Professional Services performed under this Agreement on behalf of COUNTY, including administrative services on behalf of the COUNTY, and so long as the CONTRACTOR (as defined below) follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules, laws, and standards of care or commit willful or wanton acts of negligence.

2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

2.1 The CONTRACTOR itself;

2.2 The CONTRACTOR's Physicians, ACP employees, and independent ACP and Physician contractors; and

3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages arising out of any demand for money or services by any patient or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, so long as it is not deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in professional services rendered or that should have been rendered by CONTRACTOR exclusively at CHC or on behalf of COUNTY, provided always that:

3.1 Such malpractice results in a claim being made or legal action commenced against the CONTRACTOR, and notice of such claim or action has been given in accordance with the provisions contained in Section 8 of this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any claim or action against the CONTRACTOR for malpractice committed or alleged to have been committed prior to the effective date of the Agreement nor following termination of this Agreement except for services provided during the term of the Agreement and/or for the CONTRACTOR or Physician or employee rendering service hereunder as described in Section 2 of this Exhibit.

EXHIBIT D

PROFESIONAL LIABILITY INDEMNITY

4.0 The indemnification promised hereby shall include all theories of liability against the CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include the CONTRACTOR only while it is acting within the scope of duty pursuant to the terms of this Agreement (i.e., for patients of COUNTY performed in COUNTY facilities) and shall not apply to intentional acts or acts committed with malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the CONTRACTOR, any act committed in violation of any laws or ordinances resulting in a criminal conviction (including professional services rendered while under the influence of intoxicants or narcotics) or service at a non-COUNTY facility not required by the terms of this Agreement.

5.0 In providing for such indemnification, it is not the intent of either Party to waive any applicable statutory or other immunity from liability or of any claims requirements of the Government Code. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

6.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The CONTRACTOR shall follow the guidelines and procedures contained in any risk management and CHC plan, which may be established by COUNTY, and applicable federal and State law.

7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the CONTRACTOR, diligently investigate and defend any and all claims or suits made or brought against CONTRACTOR, shall retain legal counsel (attorney[ies]) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with any other provision of this Exhibit, the CONTRACTOR shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any claim or suit against the CONTRACTOR.

8.0 The following are conditions precedent to the right of the CONTRACTOR to be defended and/or indemnified under this Exhibit, provided that the COUNTY may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such conditions:

EXHIBIT D

PROFESIONAL LIABILITY INDEMNITY

8.1 During the term of this Agreement, the CONTRACTOR shall promptly, but no less than within five (5) business days, after receiving knowledge of any event described in this subsection (8.1) of this Section 8, give to the persons or persons designated by the COUNTY notice in writing of:

- A. Any conduct or circumstances which the CONTRACTOR believes to give rise to a claim for malpractice being made against the CONTRACTOR; or
- B. Any claim for malpractice made against the CONTRACTOR; or
- C. The receipt of notice from any person of any intention to hold the CONTRACTOR responsible for any malpractice.

8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

- A. Give to the COUNTY or its duly appointed representative any and all information, assistance, and signed statements as the COUNTY may require; and
- B. Assist, without cost to the CONTRACTOR, in the COUNTY's defense of any claim, including without limitation, cooperating timely with the COUNTY; and, upon the COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to provide current home and work contact numbers until the full and final settlement of payment and all cases involving persons mentioned in Sections 1 and 2 of this Exhibit.

8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly appointed representative, admit liability for, or settle any claim, or:

- A. Incur on behalf of the COUNTY any cost or expense in connection with such claim, or
- B. Give any material or oral or written statements to anyone in connection with admitting or settling such claim.

EXHIBIT E**PERFORMANCE EVALUATION**

- 1.0 CONTRACTOR shall meet patient care performance requirements (including but not limited to, providing patient and family education in accordance with TJC standards, timely completion of medical records, Medi-Cal and other federal program standards). In particular,
- A. CONTRACTOR personnel will be subject to all applicable CHC primary care provider Quality metrics, including but not limited to quality metrics as specified by the RUHS Ambulatory Care Quality Committee, UDS (Uniform Data System), PRIME (Public Hospital Redesign and Incentives in Medi-Cal), QIP (Quality Improvement Program), and IEHP P4P (Inland Empire Health Plan Pay for Performance) program. CONTRACTOR will receive periodic report on its performance as to those metrics on a schedule to be mutually agreed by the parties. Quality performance of the Same Day Services Team will be considered prior to any renewal of the current agreement.
 - B. CONTRACTOR personnel shall follow standard RUHS CHC workflow (e.g., using the ".uds" smart phrase) in order to capture and address quality metrics related to the aforementioned quality programs.
- 2.0 Starting on the effective date of this Agreement, these performance requirements will have penalties deducted as indicated for failure to perform:
- A. 100% of all charts will be closed and completed in EPIC within 72 hours of patient encounter
 - B. CONTRACTOR has agreed to a goal of seeing 833 patients per month (or 10,000 patients per year) per location.
 - C. CHC shall deduct five percent (5%) of the average monthly amount set forth in Exhibit C if either metric is not met during the prior month. CHC will deduct an additional five percent (5%) of the monthly amount owed to CONTRACTOR if both metrics are not met in the prior month.
- 3.0 In accordance with Section 3.2.4 of this Agreement, CONTRACTOR must attend at a minimum, seventy-five percent (75%) of all scheduled meetings with COUNTY representatives.

Agreement for Professional Medical Services (Same Day Services) between CEP America- AUC, PC and County of Riverside

Final Audit Report

2022-05-20

Created:	2022-05-20
By:	Jose Curiel (jo.curiel@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAujJJ_-X6_YjqPl2zBaRhI4O-Gt1Dz1H

"Agreement for Professional Medical Services (Same Day Services) between CEP America-AUC, PC and County of Riverside" History

-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
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