



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



ITEM: 15.1 (ID # 20284)

MEETING DATE:

Tuesday, November 08, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-COMMUNITY HEALTH CENTERS: Ratify and Approve the First Amendment to 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), effective September 1, 2022, through June 30, 2027, All Districts. [Total Cost \$2,920,802, up to \$292,080 in additional annual compensation-100% Community Health Centers Fund].

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and Approve the First Amendment to 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) effective September 1, 2022, through June 30, 2027, to increase the Agreement as follows:

For FY22/23 increase the annual contract amount by \$442,524 from \$1,475,355 to \$1,917,879;

For FY23/24 through FY 26/27, increase the annual contract amount by \$383,570 from \$1,917,878 to \$2,301,448; 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

Handwritten signature of Jennifer Cruikshank, Chief Executive Officer - Health System, dated 10/13/2022.

MINUTES OF THE GOVERNING BOARD

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: November 8, 2022
xc: RUHS-MC

Kecia R. Harper
Clerk of the Board
By: Cindy Landry
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$442,523	\$826,093	\$2,920,802	\$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

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

On June 14, 2022 (Agenda Item 15.2) the Board approved a new Agreement with CEP to add same-day healthcare access services at the CHC located on the first floor of the Medical and Surgical Center of the Riverside University Health System Medical Center campus in Moreno Valley, as well as continuing the successful services in Corona. This new Agreement annual contract maximum was set at \$1,475,356 per County fiscal year with a performance period effective, June 15, 2022, through June 30, 2027.

In July of 2022, the Moreno Valley site opened with tremendous success and has experienced continued growth since its opening. In order for the Moreno Valley site to promote sustainable growth and create capacity for additional patient volume, there is a need to modify the Agreement to include the following changes:

- Increase Advanced Care Provider FTEs by 2.4.
- Include additional Medical Scribe personnel.
- Extend Clinic hours.

To accommodate the above-referenced personnel and schedule changes, a First Amendment to the Agreement, effective September 1, 2022, through June 30, 2027, is required. This First Amendment will serve to modify the maximum compensation provisions of the Agreement which would allow additional personnel to be procured. Compensation increases are as follows:

- Increase by \$442,524 from \$1,475,355 to \$1,917,879 from 9/1/22 – 6/30/23
- Increase by \$383,570 from \$1,917,878 to \$2,301,448 per County fiscal year, from 7/1/23 – 6/30/27

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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 FY22/23 budget. No additional County funds are required.

Contract History and Price Reasonableness

On October 2, 2020, a one-year Agreement between RUHS-CHC and CEP for Professional Medical Services was executed under the Purchasing Agent's authority, per Resolution 2021-116 for CEP to provide routine 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 30, 2021, an eleven-month Agreement between RUHS-CHC and CEP for Professional Medical Services was executed under the Purchasing Agent's authority for CEP to continue providing routine primary care, and preventative care services on a walk-in basis at Corona CHC, effective August 1, 2021, through June 30, 2022, with an unchanged annual contract maximum of \$743,798.

On June 14, 2022, a new five-year Agreement between RUHS-CHC and CEP for Professional Medical Services was approved by this Board. This new Agreement included the previous Corona CHC services but also expanded the arrangement to include same day services at the Moreno Valley CHC as well. The contract maximum of this new Agreement was increased by \$731,558 per fiscal year for a total yearly contract maximum of \$1,475,356 and an expected performance period of June 15, 2022, through June 30, 2027.

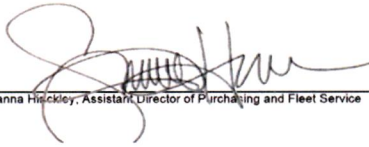
The proposed First Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for physician services per Resolution 2021-116.

ATTACHMENTS:

Attachment A:

**FIRST AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES (Same Day Services)**

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



Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

10/13/2022



Jacqueline Ruiz, Sr. Management Analyst

10/26/2022



Gregg Gu, Chief Deputy County Counsel

10/27/2022

**FIRST AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Same Day Services)**

This First Amendment to the Agreement for Professional Medical Services (Same Day Services) (“First 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-AUC, PC**, a California professional corporation (CONTRACTOR), sometimes collectively referred to as the “Parties” or individually referred to as a “Party.”

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (Same Day Services), approved June 14, 2022, Agenda Item #15.2, and effective June 15, 2022 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Acute Care Services (SPECIALTY); and,

WHEREAS, the Parties now desire to modify the compensation provisions as set forth in the Agreement;

NOW THEREFORE, the Parties agree to amend their Agreement as follows:

1. **Payment Provisions.** The table in Subsection 1.1 of Section 1. Compensation is hereby deleted in its entirety and replaced with the following:

Compensation Provisions Effective September 1, 2022 Through June 30, 2023 (10 months)				
Description	Hourly Rate	Monthly Hours	Maximum Hours per 10 months	Maximum Compensation per 10 months
Scribe services 20 hrs /day, 7 days / week	\$28.80	620	6,200	\$178,560
Physician services (0.6 FTE)	\$241.56	85	850	\$205,326
ACP services (6.7 FTE)	\$164.47	917	9,171	\$1,508,327
Physician Lead Services (0.08 FTE)	\$241.56	11	106.25	\$25,666
10 month total				\$1,917,879

Yearly Compensation Provisions Effective July 1, 2023 Through June 30, 2027 (fiscal year)				
Description	Hourly Rate	Monthly Hours	Maximum Hours	Maximum Annual Compensation
Scribe services 20 hrs /day , 7 days / week	\$28.80	620	7440	\$214,272
Physician services (0.6 FTE)	\$241.56	85	1020	\$246,386
ACP services (7.1 FTE)	\$164.47	917	11,005	\$1,809,992
Physician Lead Services (0.08 FTE)	\$241.56	11	127.5	\$30,798
12-month total				\$2,301,448

2. **Maximum Annual Compensation.** The sentence in Subsection 2.1 of Section 2.0 Maximum Annual Compensation is hereby deleted in its entirety and replaced with the following:

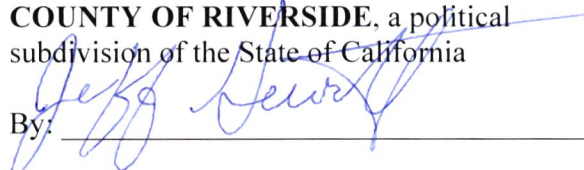
“Maximum compensation payable under this Agreement to CONTRACTOR by COUNTY for services from September 1, 2022 through June 30, 2023 shall not exceed one million nine hundred seventeen thousand eight hundred seventy-nine dollars (\$1,917,879).”

“Maximum annual compensation payable under this Agreement to CONTRACTOR by COUNTY for services from July 1, 2023 through June 30, 2027 shall not exceed two million three hundred one thousand four hundred forty-eight dollars (\$2,301,448) per County fiscal year.”

3. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
4. **Effective Date.** This First Amendment to the Agreement shall become effective upon signature of both Parties or September 1, 2022, whichever should occur first.

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

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

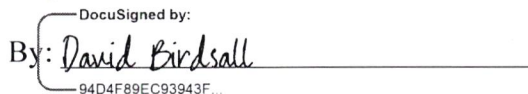
By: 

Name: Jeff Hewitt

Title: Chair, Board of Supervisors

Date: 11/8/22

CEP America-AUC, PC, a California professional corporation

DocuSigned by:
By: 
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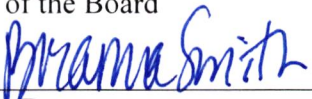
Name: David Birdsall, M.D.

Title: Chief Operating Officer

Date: 10/1/2022


ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

County Counsel

By: 
MARtha Ann Knutson (Oct 7, 2022 15:00 PDT)

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: Oct 7, 2022





First Amendment to the Agreement for Professional Medical Services (Same Day Services) with CEP

Final Audit Report

2022-10-07

Created:	2022-10-07
By:	Jose Curiel (jo.curiel@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAxKXk4fzIriXe8sRe5IUjnxHZcPNcOeMX

"First Amendment to the Agreement for Professional Medical Services (Same Day Services) with CEP" History

-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
2022-10-07 - 7:40:47 PM GMT
-  Document emailed to mknutson@rivco.org for signature
2022-10-07 - 7:41:41 PM GMT
-  Email viewed by mknutson@rivco.org
2022-10-07 - 9:56:12 PM GMT
-  Signer mknutson@rivco.org entered name at signing as MArtha Ann Knutson
2022-10-07 - 10:00:28 PM GMT
-  Document e-signed by MArtha Ann Knutson (mknutson@rivco.org)
Signature Date: 2022-10-07 - 10:00:30 PM GMT - Time Source: server
-  Agreement completed.
2022-10-07 - 10:00:30 PM GMT