

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2  
(ID # 20758)

**MEETING DATE:**

Tuesday, December 13, 2022

**FROM :** (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

**SUBJECT:** Riverside University Health System-Medical Center: Ratify and Approve the Second Amendment to the Professional Medical Services Agreement with CEP America-California for Emergency Medicine Services effective July 1, 2022 through June 30, 2025; All Districts. [Total Amendment Cost: \$393,120; up to \$39,312 in Additional Compensation - Hospital Enterprise Fund 40050 100%]

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

1. Ratify and approve the Second Amendment to the Professional Medical Services Agreement with CEP America-California for Emergency Medicine Services to increase the annual maximum compensation by \$393,120 from \$3,473,287 to \$3,866,407 effective July 1, 2022 through June 30, 2023 and authorize the Chair of the Board to sign the Amendment on behalf of the County, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the contract amount.

**ACTION:Policy**

  
Jennifer Cruikshank, Chief Executive Officer - Health System 12/2/2022

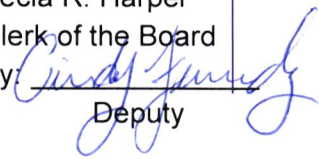
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt  
Nays: None  
Absent: Perez  
Date: December 13, 2022  
xc: RUHS

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>
<b>COST</b>	\$393,120	\$0	\$393,120
<b>NET COUNTY COST</b>	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No
			<b>For Fiscal Year:</b> 22/23

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

**BACKGROUND:**

**Summary**

The proposed Second Amendment will modify the scope of services and increase the contract maximum amount from \$3,473,287 to \$3,866,407 for the FY 22/23, after which the annual contract maximum amount will return to \$3,473,287.

Riverside University Health System-Medical Center (RUHS-MC) is requesting additional hours for Board-Certified Physician services in the Emergency Services Department (ED), 12 hours per day, 7 days per week beginning November 10, 2022, through March 15, 2023. The Physician will assist the Medical Center's Transition Team in a multi-layered surge plan that aims to reduce the number of inpatient admissions caused by the significant surge of patients experienced during the Winter months.

Additionally, the Physician will care for patients who require brief observation stays in the ED to rule in or rule out the need for admission and therefore free up inpatient beds for patients with more significant needs that require inpatient care.

The multi-layered surge plan will:

1. Support inpatient admitting teams, reducing the number of consultations and admissions by four to eight per day.
2. Decrease hospital inpatient volumes which can create ED holds; reduced holding of inpatients in the ED will help RUHS-MC support Emergency Medical Services agencies improve ambulance off-load times.
3. Reduce the number of inpatient specialist consults, as the patients will be consulted during the ED visit, enhancing outpatient follow-up and care plans.
4. Support RUHS-MC in remaining open to the acceptance of transfers into RUHS-MC. Reducing the number of brief inpatient admissions will support the ability of RUHS-MC to remain open to higher level care transfers from not only within Riverside County, but the entire region. Currently, RUHS-MC is often the only tertiary care

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center able to accept patients from Kern, San Bernardino, Imperial and Riverside Counties.

**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**

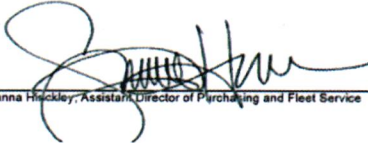
On March 23, 2021, Agenda item 15.2, the Board of Supervisors approved a four-year Professional Medical Services Agreement with CEP America-California for emergency medical services with maximum annual compensation of \$3,387,487.

On March 16, 2022, under the authority of the Purchasing Agent, a First Amendment to the Agreement was executed to amend the scope of services and increase the annual maximum contract amount from \$3,387,487 to \$3,473,287.

The proposed Second Amendment will modify the scope of services and increase the contract maximum amount from \$3,473,287 to \$3,866,407 for the 22/23 fiscal year only. While the total contract amount will increase to allow additional services to be provided at RUHS-MC, the proposed Second Amendment will continue to use the same Fair Market Value (FMV) rates currently in place for the Agreement. This Second Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority for contracting with a single vendor for physician services per Resolution 2021-116.

**ATTACHMENTS:     Attachment A: SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES BETWEEN THE COUNTY OF RIVERSIDE AND CEP AMERICA-CALIFORNIA DBA VITUITY (Emergency Medicine Services)**

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Suzanna Hockley, Assistant Director of Purchasing and Fleet Service 12/5/2022

  
Jacqueline Ruiz, Sr. Management Analyst 12/6/2022

  
Gregg Gu, Chief Deputy County Counsel 12/5/2022



**SECOND AMENDMENT TO THE  
AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES  
(Emergency Medicine Services)**

This Second Amendment to the Agreement for Professional Medical Services (Emergency Medicine Services) (“Second Amendment”), is entered into by and between the **County of Riverside** (COUNTY), a political subdivision of the State of California, on behalf of the **Riverside University Health System Medical Center** (HOSPITAL) and **CEP America-California**, a California general partnership (CONTRACTOR), sometimes collectively referred to as the “Parties”.

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (Emergency Medicine Services), approved March 23, 2021; Agenda Item No. 15.2, and effective March 1, 2021 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Emergency Medicine Services (SPECIALTY); WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement to amend the scope of services and increase the maximum annual contract amount effective March 16, 2022;

WHEREAS, the Parties now desire to amend the scope of services and increase the maximum annual compensation for the 2022/2023 fiscal year:

NOW THEREFORE, the Parties agree as follows:

- 1. Contractor Staffing. Exhibit A. Scope of Services, Section 1.0. Subsection A. is deleted in its entirety and replaced with the following:

A. Provide adequate staffing, as listed below, to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the HOSPITAL Emergency Department (DEPARTMENT), the Medical Director of the Critical Care Unit and the HOSPITAL Medical Director. CONTRACTOR shall provide Board Certified Emergency Physicians, ACPs, ACP Fellows, and Physician Administrative support for the DEPARTMENT of Emergency Medicine and oversight of the Resident Physicians, medical students and Physician Assistant (PA) Fellows in the Emergency Department (ED) and Board-Certified Emergency Physicians qualified to provide critical care coverage in the HOSPITAL’s Medical Intensive Care Unit:

<b>EMERGENCY DEPARTMENT PERSONNEL</b>			
Description	FTE	Yearly Hours	Monthly Hours
Emergency Physicians	13.0	23,400	1950
Emergency Physicians: Medical ICU overnight coverage		330	As Needed
Emergency Physician: Transitions Team	2.1	1512	12 per day

		Dec. – Mar. 15 (105 days)	
ACPs	11.0	19,800	1650
ACP Fellows	8.0	14,400	1200
Department Chair	0.5	900	75
ACP Lead	0.2	360	30
Emergency Residency Program Director	0.5	900	75
Emergency Residency Assistant Director	0.35	630	52.5
Physician Ultrasound Director	0.1	180	15

<b>Specially Designated RUHS Roles</b>			
<b>Role</b>	<b>FTE</b>	<b>Hours</b>	<b>Staffing Restriction</b>
Medical Director for Clinical Support Services	0.2	360 annual hours in addition to the Department Chair Role listed above.	To be filled by Michael Mesisca M.D., only.
Physician Champion - Gilead Grant	n/a	15.59 per month, March 1, 2021 through August 31, 2021	To be filled by Mark Thomas D.O., only.

2. Contractor Staffing. Exhibit A Scope of Services, is hereby amended to add the following new section:

**8. TRANSITION SERVICES**

CONTRACTOR shall ensure availability of a Board-Certified Emergency Physician to provide emergency care services in the Department of Emergency Services for twelve 12 hours per day, 7 days per week for the period of November 10, 2022 through March 15, 2023, for a total of 1512 hours of services. This provider will support the Hospital’s Transitions Team in their efforts to reduce the number of inpatient admissions. For this position only, in the event a Physician is not available, CONTRACTOR may assign an ACP to meet hourly service expectations.

3. Compensation. Exhibit C Payment Provisions, Section 1.0 is hereby amended to add the following new Paragraph:

2.5. As payment for CONTRACTOR's provision of the Emergency Physician supporting the Emergency Services Transitions Team from November 10, 2022 through March 15, 2023, HOSPITAL shall pay CONTRACTOR two hundred sixty dollars (\$260) per hour of Emergency Physician services provided and documented on a Physician Services Timesheet. CONTRACTOR may provide up to 1512 hours of physician services for a maximum cost of three hundred ninety-three thousand one hundred twenty dollars (\$393,120). If CONTRACTOR is required to assign an ACP to meet hourly service expectations, those hours will be billed at the reduced rate of one hundred forty (\$140) dollars per hour. **CONTRACTOR acknowledges that it will not submit billing for professional fees to the patient or any payor related to these services.**

4. Maximum Annual Compensation. Exhibit C Payment Provisions, Section 3.1 is hereby amended as follows:

"Maximum annual compensation payable under this Agreement to CONTRACTOR by COUNTY shall not exceed the amount of three million eight hundred sixty-six thousand four hundred seven dollars (\$3,866,407) solely for the 2022/2023 fiscal year, after which the maximum annual compensation will be reduced to the prior maximum annual compensation of three million four hundred seventy-three two hundred eighty-seven dollars (\$3,473,287).

5. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
6. Effective Date. This Second Amendment to the Agreement shall become effective upon November 10, 2022.

*[Signature Page Follows]*

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

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

CEP America-California, a California general partnership

By: Jeff Hewitt  
Name: **JEFF HEWITT**

Title: Chair, Board of Supervisors

Date: 12/13/22

DocuSigned by:  
By: David Birdsall  
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Name: David Birdsall, MD

Title: COO

Date: 11/10/2022

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: Brauna Smith  
Deputy

APPROVED TO FORM:

Minh C. Tran  
County Counsel

By: Martha Ann Knutson  
Martha Ann Knutson (Nov 16, 2022 15:30 PST)  
Martha Ann Knutson,  
Deputy County Counsel

Date: \_\_\_\_\_









# 2nd Amd - Vituity - Vituity SIGNED 11102022

Final Audit Report

2022-11-16

Created:	2022-11-16
By:	Denise Esparza (DrEsparza@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYC3Y56FebD8sTS4LKH93oGH8HSqOoMnq

## "2nd Amd - Vituity - Vituity SIGNED 11102022" History

-  Document created by Denise Esparza (DrEsparza@rivco.org)  
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-  Document emailed to mknutson@rivco.org for signature  
2022-11-16 - 10:49:31 PM GMT
-  Email viewed by mknutson@rivco.org  
2022-11-16 - 11:29:52 PM GMT
-  Signer mknutson@rivco.org entered name at signing as Martha Ann Knutson  
2022-11-16 - 11:30:31 PM GMT
-  Document e-signed by Martha Ann Knutson (mknutson@rivco.org)  
Signature Date: 2022-11-16 - 11:30:33 PM GMT - Time Source: server
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