



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



ITEM: 18.1  
(ID # 30345)

**MEETING DATE:**  
Tuesday, April 28, 2026

**FROM :** RUHS-MEDICAL CENTER

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Second Amendment to the Professional Medical Services Agreement with CEP America-California dba Vituity to provide Emergency Medicine Services effective April 1, 2026 through June 30, 2027, with the option to renew for three additional one-year periods through June 30, 2030; All Districts [Total Cost \$3,713,107; Annual Cost \$3,713,107; up to \$744,782 in additional compensation annually] 100% - Hospital Enterprise Fund 40050

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

1. Ratify and Approve the Second Amendment to the Professional Medical Services Agreement with CEP America-California dba Vituity to provide Emergency Medicine Services effective April 1, 2026 through June 30, 2027, with the option to renew for three additional one-year periods through June 30, 2030, to increase the annual maximum contract amount by \$3,713,107 from \$3,734,720 to \$7,447,827 through June 30, 2027 and authorize the Chair of the Board to sign the Amendment on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments including modifications to the scope of services that stay within the intent of the Agreement, and to (b) sign amendments to the compensation provisions that do not exceed the total cost of ten percent (10%) of the agreement; and
3. Authorize the Purchasing Agent to issue Purchase Order(s) for services provided not to exceed the approved amounts.

**ACTION:**Policy


*Jennifer Cruikshank*  
Jennifer Cruikshank, Chief Executive Officer - Health System 4/16/2026

---

**MINUTES OF THE GOVERNING BOARD**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 28, 2026  
xc: RUHS-MC

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$928,276	\$2,784,831	\$3,713,107	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Hospital Enterprise Fund - 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> FY25/26 – FY26/27	

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

**BACKGROUND:**

**Summary**

Riverside University Health System – Medical Center (RUHS-MC) has partnered with CEP America–California dba Vituity (Vituity) since 2018 to provide comprehensive Emergency Medicine services. This partnership supports 24/7 emergency department operations at the RUHS-MC and includes coverage by board-certified emergency physicians, advanced care practitioners (ACPs), fellows, and administrative support staff. The Agreement also ensures that the medical leadership of the Emergency Department is fully integrated with RUHS’s teaching and trauma programs.

Palo Verde Hospital (PVH) located in Blythe, CA is a critical access hospital under significant financial constraints. PVH will see approximately 8,100 patients in 2026. Beyond PVH, the closest alternative for citizens of this community is La Paz Hospital, located 49 miles away. This situation underscores the need for highly trained and capable physicians in the PVH Emergency Department who can deliver high-quality clinical care, make sound decisions for advanced procedures, and effectively stabilize and expedite the transfer of critically ill patients. RUHS desires to ensure the community of Blythe reserves the same standards and evidence-based quality care as a patient presenting to any of the other 16 acute care hospitals in Riverside County.

On February 23, 2026, RUHS assumed management of Palo Verde Hospital to assist with some of the challenges faced by PVH. In effort to meet the patient care needs described above, RUHS intends to leverage its partnership with Vituity and amend the existing agreement to include additional Emergency Medicine Services to be provided at PVH. Vituity’s services will encompass all aspects of emergency care including patient triage, stabilization, trauma response, and ongoing collaboration with RUHS to ensure continuity of care.

**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.

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

**Contract History and Price Reasonableness**

On September 9, 2025, Agenda item #18.3, the Board of Supervisors ratified and approved a Professional Medical Services Agreement with CEP America-California dba Vituity for Emergency Medicine Services effective July 1, 2025 through June 30, 2026, with the option to renew for four additional one-year periods through June 30, 2030, not to exceed an annual amount of \$3,579,620 per fiscal year.

On March 1, 2026, a First Amendment to the Agreement was executed under the Purchasing Agent's delegated authority provided via Agenda Item #18.3 to amend the scope of services and increase the annual compensation of the agreement to \$3,734,720, effective March 1, 2026.

Due to additional changes to the scope of services, this second amendment will increase the annual maximum compensation amount by \$3,713,107 from \$3,734,720 to \$7,447,827 through June 30, 2027. After which time, the maximum annual compensation will be reduced to the current annual compensation amount of \$3,734,720. In connection with this Amendment, measures are currently underway to execute an agreement between Palo Verde Hospital and RUHS, whereby Palo Verde Hospital will reimburse RUHS the \$3,713,107.

The Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for physician services per Patient Care Resolution 2024-127.

**ATTACHMENTS:**

Attachment A: Second Amendment to the Professional Medical Services with CEP America-California DBA Vituity (Emergency Medicine Services)

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 4/20/2026

  
Jacqueline Ruiz, Principal Analyst 4/21/2026

  
Gregg Gu, Chief of Deputy County Counsel 4/20/2026

**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 September 9, 2025; Agenda Item No. 18.3, and effective July 1, 2025 (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 for Professional Medical Services (Emergency Medicine Services), effective March 1, 2026, whereby both parties agreed to amend the Scope of Services and Compensation provisions of the Agreement; and

WHEREAS, the Parties now desire to amend the Term, Scope of Services and Payment Provisions, effective April 1, 2026:

NOW THEREFORE, the Parties agree as follows:

1. **Term.** Section 5.1 Term/Termination is hereby amended to read as follows:

“Term. This Agreement is effective as of July 1, 2025 through June 30, 2027, with three (3) additional one-year renewal options through June 30, 2030. Such renewals shall be by execution of a written amendment extending the term. 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-cancellable multi-year Agreement”

2. **Insurance.** Section 7.0, Subsection D. Professional Liability, is hereby amended to add the following paragraph:

“COUNTY shall provide and maintain Professional Liability Insurance coverage for the CONTRACTOR’s performance of work within this Agreement, during the time for which CONTRACTOR is providing services located at Palo Verde Hospital in Blythe, CA. This insurance coverage will be no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.”

3. **Scope of Services.** Exhibit A Scope of Services, is hereby amended to add the following Subsection 10.0 Palo Verde Hospital:

“10.0 PALO VERDE HOSPITAL:

- A. CONTRACTOR shall provide physicians who are engaged in advanced training toward board certification in Emergency Medicine and/or Critical Care Medicine, as well as physicians who are board eligible or board certified in these specialties, for the provision of on-site SPECIALTY services at Palo Verde Hospital in Blythe, CA. In addition to these physician roles, advanced providers such as Physician Assistants and Nurse Practitioners may also be used for the provision of these services, under the supervisory terms described within Exhibit A of the Agreement. Services to be provided shall consist of the following;
- i. On-Site Medical Coverage 24 hours a day, beginning on May 1, 2026 through October 31, 2026. Be present and accessible to provide patient care during scheduled hours.
  - ii. CONTRACTOR will provide an estimated 8,760 hours of on-site SPECIALTY services.
  - iii. CONTRACTOR will provide 0.3 FTE Physician Leadership support totaling 45 hours per month and 540 hours annually.
  - iv. CONTRACTOR will provide Practice Administrative Management support both onsite and remotely.”

4. **Compensation.** Exhibit C Payment Provisions, Section 1.0 COMPENSATION, Subsection 1.2 A. is hereby amended as follows:

A.

Category	Hourly Amount
Emergency Physicians	\$311.57
Emergency Physicians (On-Site Event Medicine)	\$220.00
Physician Assistants	\$156.03
Physician Assistant Fellows	\$50.53
Administrative Time Physician Assistant Lead	\$156.03
Administrative Time Department Chair	\$311.57
Medical Director Support Services	\$467.27
EM Residency Program Director	\$311.51
EM Residency Asst Program Director	\$303.16
Ultrasound Director	\$454.74
Base Station Director	\$151.58

Category (Palo Verde Hospital)	Annual Amount
Emergency Physicians	\$3,434,788.58
Physician Leadership Team	\$168,245.53
Practice Administrative: Onsite and Remote support	\$16,562.00
Billing and Collections	\$93,511.00
Estimated Collections Received	(\$1,438,632.00)*
*If CONTRACTOR's actual annual Collections Received does not equal at least \$1,438,632.00, COUNTY will pay the shortfall to CONTRACTOR, pursuant to the process below.	
Palo Verde Hospital: Total Cost / Subsidy	\$2,274,475.11

CONTRACTOR's "Actual Collections Received" means the amount collected from all sources net of refunds by CONTRACTOR for Services at Palo Verde Hospital during each one-year period of the Term, less the costs of billing and collections set forth above. If CONTRACTOR's Actual Collections Received are less than the Estimated Collections Received set forth above, then COUNTY will remit the difference to CONTRACTOR. At the end of each year of the Term, CONTRACTOR shall submit a report to COUNTY of its Actual Collections Received within 60 days of the end of such year. If CONTRACTOR's Actual Collections Received are less than the Estimated Collections Received, then COUNTY shall pay CONTRACTOR the difference after receiving an invoice from CONTRACTOR for same. In addition, if CONTRACTOR's Actual Collections Received are greater than the Estimated Collections Received set forth above, then CONTRACTOR will remit the difference to COUNTY.

5. **Maximum Annual Compensation.** Exhibit C Payment Provisions, Section 3.0 Maximum Annual Compensation, Subsection 3.1 is amended as follows:

"Maximum annual compensation payable under this Agreement to CONTRACTOR by COUNTY for Services at Palo Verde Hospital shall not exceed the amount of three million seven hundred thirteen thousand one hundred seven dollars (\$3,713,107); and the annual maximum annual compensation for all other Services under this Agreement shall not exceed the amount of three million seven hundred thirty-four thousand seven hundred twenty dollars and thirteen cents (\$3,734,720.13)."

6. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
7. **Effective Date.** This Second Amendment to the Agreement shall become effective on April 1, 2026.

*[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: Karen S. Spiegel

Signed by:  
By: David Birdsall, MD  
94D4F89EC93943E

Name: Karen Spiegel

Name: David Birdsall, MD

Title: Chair, Board of Supervisors

Title: COO

Date: APR 28 2026

Date: 4/15/2026

**ATTEST:**

Kimberly A. Rector  
Clerk of the Board

By: \_\_\_\_\_

Title: DEPUTY

**APPROVED TO FORM:**

Minh C. Tran  
County Counsel

*Esen Sainz*

By: \_\_\_\_\_

Esen Sainz  
Deputy County Counsel

Date: 04/15/2026