

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

825



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
April 21, 2010

SUBJECT: Professional Medical Services Agreement between the County of Riverside and Faculty Physicians & Surgeons of Loma Linda University School of Medicine

RECOMMENDED MOTION:

- 1) Approve the Agreement with Faculty Physicians & Surgeons of Loma Linda University School of Medicine effective October 1, 2010;
- 2) Authorize the Chairperson to sign three (3) copies of the Agreement;
- 3) Retain one (1) copy and return two (2) copies of the executed Agreements to Riverside County Regional Medical Center for distribution.

BACKGROUND: Faculty Physicians & Surgeons of Loma Linda University School of Medicine (LLUSM) has agreed to make available to Riverside County Regional Medical Center (RCRMC) the full range of Pediatric Intensivists, General Pediatric, Neonatology and Pediatric Specialty Care Physicians required to meet the numerous requirements of the Hospital's California Children's Services (CCS) designation for the Pediatric Intensive Care Unit, Neonatology Unit, Pediatric Services and the Newborn Nursery. LLUSM will also provide a full scope of children's critical care and trauma services for the hospital.

(continued on Page 2)

DB:cg

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 5/13/10
NEAL R. KIPNIS
Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$1,597,500	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11
SOURCE OF FUNDS: Enterprise Funds				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Debra Cournoyer

County Executive Office Signature

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District:

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.46

SUBJECT: Professional Medical Services Agreement between the County of Riverside and Faculty Physicians & Surgeons of Loma Linda University School of Medicine

Page 2

BACKGROUND (Continued):

As well as satisfying the CCS Program requirements, LLUSM will provide outpatient general pediatric and pediatric speciality care clinics for the hospital's outpatient clinical services.

RCRMC is the only hospital within the County of Riverside to provide a Pediatric Intensive Care Unit as part of their hospital's trauma program. In order to fulfill the requirements for the Pediatric Trauma designation, the hospital is required to obtain CCS certification for the hospital's Pediatric Intensive Care Unit.

The current standards of pediatric care in addition to the need to assure a high quality of healthcare is provided to infants, children and adolescents with a wide range of complex, and rapidly changing medical, surgical, and traumatic disorders necessitates a fully integrated delivery service for pediatric care to be implemented to meet the standards of the CCS Program. The specialties provided by LLUSM will include Board Certified Pediatric Intensive Care, Neonatology, General Pediatrics, Neurology, Gastroenterology, Endocrinology, High Risk Development, Cardiology, Infectious Disease, Nephrology, Hematology/Oncology, Pulmonology, Allergy/Immunology, and Nephrology physicians.

All services, including teaching and administrative responsibilities have been incorporated into the Agreement that clearly outlines the duties, obligations and responsibilities of the Contractor.

The Agreement has been approved by County Counsel.

FINANCIAL IMPACT:

- 1) Consistent with other professional service agreements, other services, as payable by non-County payors would be billable by the medical group. The County financial payment would be limited to \$2,130,000 per annum under this risk-sharing formula.
- 2) There are financial penalties associated with lack of performance for the agreement.

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**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES**

This 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 County Regional Medical Center (HOSPITAL) and Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) (CONTRACTOR).

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for professional services to be provided by persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY desires to obtain Pediatric, Pediatric Specialty, Pediatric Intensive and Neonatal Intensive Care services for the purpose of improving patient care and complying with requirements of Title 22 for acute care hospitals and 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 this Organized Health Care Arrangement (ORCA) under the terms of this 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 "COUNTY" shall mean County of Riverside.

1.2 "HOSPITAL" shall mean Riverside County Regional Medical Center.

1.3 "JCAHO" shall mean the Joint Commission on Accreditation for Healthcare Organizations.

1.4 "Medical Staff Bylaws, Rules, and Regulations" shall mean HOSPITAL's Medical staff bylaws, rules and regulations, as amended from time to time.

1.5 "Department" shall mean the HOSPITAL Department of Pediatrics.

1 1.6 "COUNTY Patients" shall mean patients treated by the CONTRACTOR IN
2 ACCORDANCE WITH THIS agreement, and for the benefit of COUNTY, if: (1) the patients
3 receive professional services from CONTRACTOR in HOSPITAL or any COUNTY owned or
4 leased facility, regardless of the patients' payment source and whether or not CONTRACTOR
5 bills, collects and retains the charges for services rendered, or (2) the patients are
6 Uninsured/COUNTY Responsible Patients receiving professional services from
7 CONTRACTOR per this Agreement on behalf on COUNTY, regardless of where the services
8 are provided, or (3) the patients receive professional services from a COUNTY intern or
9 resident working for CONTRACTOR or under CONTRACTOR's supervision, on COUNTY's
10 behalf, in any facility, regardless of the patients' payment source and whether or not
11 CONTRACTOR bills, collects and retains the charges for services rendered

12 **2.0 DESCRIPTION OF SERVICES**

13 2.1 COMPLIANCE WITH HOSPITAL MISSION, VISION, AND VALUES

14 Pediatric, Pediatric Specialty, Pediatric Intensive Care and Neonatal Intensive
15 Care services shall be provided by CONTRACTOR in compliance with the HOSPITAL
16 Mission, Vision, and Values which reflect COUNTY's and Contractor's commitment to
17 providing quality health services to patients, regardless of their ability to pay, as well as quality
18 education and training programs to resident physicians and other students of the HOSPITAL's
19 teaching programs.

20 2.2 CONTRACTOR STAFFING

21 CONTRACTOR shall:

22 A. Provide adequate staffing to assume medical care responsibilities for
23 pediatric, pediatric specialty care, pediatric intensive care and neonatal intensive care services
24 under the direction of the Chair of the HOSPITAL Department of Pediatrics (DEPARTMENT)
25 and the HOSPITAL Medical Director. CONTRACTOR shall (i) maintain a minimum of six (6)
26 full-time CCS – paneled faculty physicians and allied health professionals who shall assume
27 the medical care responsibilities for Pediatric Services for the Pediatric Department and

1 ensure there are qualified physicians available for consultations on a twenty-four (24) hours
2 per day basis, seven (7) days per week to ensure proper operation of all units of responsibility
3 on an inpatient basis and to provide outpatient pediatric clinic services five (5) full days per
4 week; and (ii) CONTRACTOR shall maintain a minimum of five (5) CCS - paneled neonatal
5 physicians and an adequate number of neonatal nurse practitioners, to augment the neonatal
6 nurse practitioner services provided by the HOSPITAL, to assume the administrative and
7 medical care responsibilities for the Neonatal Intensive Care Unit for patients admitted to the
8 Neonatal Intensive Care Unit by CONTRACTOR medical staff along with the Neonatal High
9 Risk Development Outpatient Clinic for four (4) half-day clinics per month; and (iii)
10 CONTRACTOR shall provide an adequate number of board certified pediatric intensive care
11 professionals to assume the administrative and medical care responsibilities for the Pediatric
12 Intensive Care Unit for patients admitted to the Pediatric Intensive Care Unit by
13 CONTRACTOR medical staff; and (iv) CONTRACTOR shall ensure that there are adequate
14 numbers of qualified Pediatric Specialty care neurology, cardiology, endocrinology,
15 pulmonary, and gastroenterology physicians to provide Pediatric Specialty care outpatient
16 services at the HOSPITAL for fourteen (14) half-day pediatric specialty care clinics per month;
17 and, (v) CONTRACTOR shall staff to adequately perform diagnostic procedures, inpatient and
18 outpatient consultations, clinic services and on-call availability as specified in Section 2.6 of
19 this Agreement. CONTRACTOR agrees to maintain compliance with applicable CCS
20 physician standards for trauma services, neonatology services, pediatric intensive care
21 services and pediatric services to ensure HOSPITAL retains CCS Program approval for all its
22 pediatric services. This shall include ensuring that there are adequate numbers of qualified
23 pediatric, pediatric specialty, neonatology and pediatric intensivist physicians to provide
24 inpatient and outpatient services at the HOSPITAL. All administrative issues shall be directed
25 to the HOSPITAL Medical Director for resolution.

26 B. Provide or recruit and maintain American Board of Medical Specialties
27 (ABMS) or American Osteopathic Association (AOA) board-certified or active candidate

1 pediatric, pediatric specialty care, neonatology, and pediatric intensivist physicians along with
2 neonatal intensive care nurse practitioners, pediatric critical care nurse practitioners and allied
3 health professionals to provide Professional services for the HOSPITAL's Pediatric
4 Department. Pediatric Professional services will be provided in the HOSPITAL's Neonatal
5 Intensive Care Unit (NICU), Pediatric Intensive Care Unit (PICU), Newborn Nursery, General
6 Pediatrics, High Risk Development Clinic, Pediatric Specialty Clinic(s), General Pediatric
7 Clinic(s) and Emergency Department, Transport Services and/or other areas as may be
8 needed. Physicians must be California Children's Services (CCS) paneled, with expertise
9 demonstrated to required pediatric, pediatric specialty, neonatal care or pediatric intensive
10 care professional services with verifiable trauma experience and training

11 C. Provide suitable staff replacement coverage for any CONTRACTOR
12 pediatrician, neonatologist, pediatric intensivist or any pediatric specialist physician absent due
13 to extended illness, vacation, seminar attendance, or termination of employment with
14 CONTRACTOR, who was assigned at HOSPITAL under the terms of this Agreement.

15 D. Ensure that CONTRACTOR pediatric, neonatology, pediatric intensivist,
16 or pediatric specialty physician professionals have verifiable pediatric, neonatology, pediatric
17 intensivist, or pediatric specialty care experience and training and must obtain and remain
18 credentialed at all times under the Term of this Agreement. Such providers also shall be
19 required by CONTRACTOR to meet HOSPITAL teaching faculty credentialing requirements
20 established in conjunction with HOSPITAL teaching programs and affiliation agreements with
21 teaching institutions.

22 2.3 CONTRACT COORDINATOR

23 CONTRACTOR agrees to provide the services of a physician who is
24 acceptable to HOSPITAL to serve as the CONTRACTOR contract coordinator
25 (COORDINATOR) for purposes of negotiation, implementation, and coordination of the
26 fulfillment of responsibilities under this Agreement. CONTRACTOR shall not replace the
27 approved CONTRACTOR physician COORDINATOR without the prior approval of the

1 HOSPITAL. Ricardo Peverini, M.D. shall serve as COORDINATOR for all pediatric,
2 neonatology, pediatric intensivist, and pediatric specialty Professional services in this capacity
3 until such time as mutually agreeable.

4 2.4 STAFF REMOVAL

5 2.4.1 COUNTY shall reserve the right, exercisable in its discretion after
6 consultation with CONTRACTOR, to exclude any CONTRACTOR physician or other
7 CONTRACTOR staff from its premises in the event such person's conduct or state of health is
8 deemed objectionable or detrimental, having in mind the proper administration of COUNTY
9 facilities and according to HOSPITAL Medical Staff Bylaws, Rules, and Regulations as may be
10 amended from time to time.

11 2.4.2 Notwithstanding any other provision of the Agreement, CONTRACTOR
12 will ensure that any CONTRACTOR physician or healthcare professional assigned to
13 COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter
14 is fully resolved to the satisfaction of COUNTY.

15 2.4.3 The professional services of CONTRACTOR shall be subject to the
16 HOSPITAL Medical Staff Appeals Provision of the Medical Staff Bylaws, Rules, and
17 Regulations, or other appropriate rule or regulation of HOSPITAL as may be amended from
18 time to time.

19 2.5 PEDIATRIC, NEONATOLOGY, PEDIATRIC INTENSIVE CARE, AND
20 PEDIATRIC SPECIALTY SERVICES

21 2.5.1 Services to be provided for will include, but not be limited to, neonatal
22 services to the Neonatal Intensive Care Unit (NICU), pediatric intensive care services to the
23 Pediatric Intensive Care Unit (PICU), pediatric services for the general Pediatric Unit, pediatric
24 services for the Newborn Nursery, transport of neonatal patients, general and specialty care
25 pediatric outpatient clinical services, development of treatment protocols, and supervision of
26 diagnostic testing (as applicable).

1 2.5.2 CONTRACTOR will provide inpatient and outpatients consultation on a
2 routine and emergency basis, including trauma, and in accordance with CCS guidelines, rules
3 and regulations.

4 2.6 ON-CALL COVERAGE

5 CONTRACTOR will provide on-call coverage fifty-two (52) weeks per year,
6 twenty-four (24) hours per day, seven (7) days per week as coordinated by the Chief of the
7 Department of Pediatrics. Physicians who are on-call shall have a response time to
8 HOSPITAL, by telephone, within thirty (30) minutes, and CCS-paneled physician(s) shall have
9 a response time in compliance with CCS guidelines at all times.

10 This shall include ensuring that there are adequate numbers of qualified
11 pediatric critical care physicians or pediatric critical care nurse practitioners to provide full-time
12 service at HOSPITAL on a twenty-four (24) hour basis, seven (7) days per week, with an on-
13 call response time to HOSPITAL within thirty (30) minutes of the attempt to contact Pediatric
14 Intensivist to ensure proper operation of all areas Pediatric Critical Care responsibilities for
15 inpatient and transport services.

16 In addition to the above, at a minimum, a CCS qualified Neonatology Physician,
17 or Neonatal Nurse Practitioner shall be available on-site to the Neonatal Intensive Care Unit
18 (NICU), in compliance with CCS guidelines, at HOSPITAL on a twentyfour (24) hour basis,
19 seven (7) days per week. CONTRACTOR staff shall provide services to the NICU, in
20 compliance with CCS guidelines at all times.

21 At least one (1) pediatric intensivist physician will respond to all Pediatric Level
22 A trauma activations, to be on-call on-site at HOSPITAL, within thirty (30) minutes, on
23 average, of a trauma arrival to the HOSPITAL Emergency Department.

24 **3.0 RESPONSIBILITIES**

25 3.1 CONTRACTOR AND COUNTY

26 Each party agrees to maintain an environment which is conducive to quality
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1 medical care provision and training as it pertains to pediatric, neonatology, pediatric intensivist
2 and pediatric specialty care services by providing facilities to properly care for patients and by
3 encouraging critical dialogue between teaching staff and trainees through rounds,
4 conferences, and patient care procedures.

5 3.2 CONTRACTOR

6 3.2.1 CONTRACTOR agrees to provide Pediatric, Neonatology, and Pediatric
7 Intensivist Professional services and to provide pediatric and pediatric specialty half-day
8 clinic(s) as described in Section 2.2 above. In addition, CONTRACTOR will provide inpatient
9 and outpatient consultations and diagnostic procedures on a routine and emergency basis.

10 3.2.2 CONTRACTOR shall be obligated to:

11 A. Respond by phone consultation and/or on-site at HOSPITAL for
12 pediatric, neonatology, pediatric intensivist and pediatric specialty care services in accordance
13 with CCS guidelines, HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and related
14 HOSPITAL policies and procedures.

15 B. Assume responsibility for the professional operation and
16 Professional services of the Department of Pediatrics. Any esoteric, unusual, or other patient
17 care procedures that cannot be reasonably performed through the DEPARTMENT will be sent
18 to an outside provider mutually agreeable to the patient and parties hereto.

19 C. Include charting the progress of patients and updating the care
20 plan as needed in a timely fashion.

21 D. Provide complete medical records for all patients cared for no
22 later than fourteen (14) days after patient discharge in compliance with COUNTY Medical Staff
23 Bylaws, Rules and Regulations. CONTRACTOR agrees to dictate reports immediately after
24 completion of procedures.

25 **3.2.3 Employer Obligations**

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

11 3.2.4 Administrative Obligations

12 CONTRACTOR shall:

13 A. Assist to establish rules and regulations along with the
14 compliance standards of CCS guidelines for the operation of pediatric, neonatology, pediatric
15 intensive care and pediatric specialty care services with its appropriate areas including, but not
16 limited to, Pediatric Clinic, Neonatal Intensive Care Unit (NICU), High Risk Development
17 Clinic, Newborn Nursery, Pediatric Intensive Care Unit (PICU), Pediatric Specialty Care
18 Clinics, Emergency Department, Transport Services and inpatient and outpatient consultative
19 services.

20 B. Assist to establish criteria for issuing Pediatric, Neonatology,
21 Pediatric Specialty, and Pediatric Intensivist clinical and practice privileges and assist when
22 requested to review the credentials of all physicians applying for clinical privileges in the
23 DEPARTMENT in all of its areas of service for making appropriate recommendations for
24 approval by the Chair of the DEPARTMENT, HOSPITAL Medical Staff Credentials Committee
25 for physicians, and by the Medical Executive Committee for all.

26 C. Provide proctoring and review on a regular basis for the clinical
27 and educational performances of all Pediatric, Pediatric specialty, Neonatology and Pediatric

1 Intensivist healthcare professionals working on-site at HOSPITAL in accordance with any
2 applicable HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and HOSPITAL policies
3 and procedures, as well as Accreditation Council for Graduate Medical Education (ACGME),
4 American Board of Osteopathic Medicine, and Joint Commission on Accreditation for
5 Healthcare Organizations (JCAHO) standards, as applicable.

6 D. Provide HOSPITAL with annual performance objectives and
7 evaluations to include age-specific competency and job skills on each of its non-physician
8 employees who may work at HOSPITAL under this Agreement in accordance with JCAHO
9 standards and applicable HOSPITAL policies and procedures.

10 E. Establish and implement, in conjunction with HOSPITAL and
11 HOSPITAL affiliated medical schools or other teaching institutions, clinical training programs
12 at HOSPITAL designed to meet the educational requirements for the teaching of physician
13 residents, other medical staff, paramedical trainees, and medical students receiving training at
14 HOSPITAL. CONTRACTOR will ensure that such training programs are established and
15 presented on an ongoing basis and updated annually or more frequently as needed and that
16 all pertinent requirements are met and duties performed which are necessary to meet the
17 terms of affiliation agreements established between the HOSPITAL and medical schools,
18 universities, colleges, and other institutions or agencies in regard to training in General
19 Pediatrics, Pediatric Specialty, Neonatology and Pediatric Intensivist Professional services.
20 CONTRACTOR's development of affiliation agreements shall be coordinated and approved by
21 HOSPITAL Administration.

22 F. Require each physician or other CONTRACTOR staff who
23 reports on-site at HOSPITAL to comply with COUNTY and HOSPITAL requirements for
24 health screening tests determined appropriate by COUNTY, to conform to all applicable
25 HOSPITAL Medical Staff Bylaws, Rules, and Regulations, COUNTY policies, procedures, and
26 regulations, and to all additional requirements and restrictions agreed upon by representatives
27 of COUNTY and CONTRACTOR.

1 G. Participate and cooperate in the HOSPITAL Performance
2 Improvement and Safety Programs.

3 H. Report to HOSPITAL the following information about each
4 physician or other staff or trainee at least two (2) weeks before start of work onsite:

5 1. Name, address, and telephone number.
6 2. Health care providers and/or health insurance.
7 3. All other reasonable information about the physicians, other
8 staff, or trainees as requested by COUNTY.

9 4. An "Application for Professional Liability Insurance for
10 Employed/Contract Physicians and Surgeons Affiliated with the Following Institutions" form
11 completed by each Physician assigned to work at HOSPITAL under the requirements of this
12 Agreement, submitted to the HOSPITAL Medical Director for review and signature prior to
13 submittal to County Risk Management for approval.

14 I. Cover any other appropriate administrative area of responsibility
15 as requested by the Chair of the DEPARTMENT and/or the HOSPITAL Medical Director and
16 accepted by CONTRACTOR.

17 J. Participate in all managed care programs contracted by,
18 sponsored by, or approved by HOSPITAL and all appropriate practice activities of the
19 HOSPITAL Medical Staff.

20 K. Require CONTRACTOR physicians and other healthcare staff
21 to attend any orientation program presented for them by HOSPITAL.

22 L. Provide residents and student trainee(s) with orientation
23 information about COUNTY facilities and operations in accord with any orientation presented
24 by HOSPITAL to CONTRACTOR physicians and/or other staff.

25 M. In coordination with the Chair of the Department Pediatrics,
26 provide monthly schedules for physicians.

27 3.2.5 Additional Supervisory/Management Responsibilities

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3.2.5.1 CONTRACTOR shall ensure that:

A. Those physicians designated by CONTRACTOR pursuant to this Agreement shall be responsible for supervising and monitoring all inpatient and outpatient Pediatric, Pediatric Specialty, Pediatric Intensivist Professional services provided by the Department of Pediatrics, and Neonatology Professional services provided by the Division of Neonatology, as coordinated with the Chair of the Department of Pediatrics.

B. The clinical and educational activities of trainees on site from HOSPITAL residency training programs and affiliated teaching institutions shall be supervised according to the requirements of the training program and the terms of any associated affiliation agreement, and in accordance with Medicare requirements.

3.2.5.2 CONTRACTOR agrees:

A. That responsibility for direct patient care and supervision of Pediatric, Pediatric Specialty, Neonatology and Pediatric Intensivist Professional services includes attendance and participation in committee meetings and ongoing quality improvement activities in accordance with the HOSPITAL Performance Improvement and Patient Safety Plan, as approved by the Riverside County Board of Supervisors.

B. To timely attendance at clinics and to cancel clinics only with advanced written notice and approval of the HOSPITAL Medical Director, and Hospital Director/Chief Executive Officer (CEO).

C. To serve as provider(s) of specialty services under the provisions of managed care contracts and other contracts entered into by HOSPITAL.

3.2.6 Projection of Needs

CONTRACTOR agrees to assist in projection of space, personnel, and equipment needs annually for the areas of responsibility by this Agreement for each County fiscal year and project needs for future years as required by HOSPITAL. Such evaluations and projections will be submitted in writing to HOSPITAL Medical Director.

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3.2.7 Use of Premises

CONTRACTOR shall use the HOSPITAL premises solely for the provision of the services specified herein. No part of the premises of HOSPITAL shall be used at any time by CONTRACTOR as an office for the practice of medicine or for any purpose(s) other than as expressed in this Agreement.

3.2.8 Clinic Budget

CONTRACTOR at all times shall conduct the Department in a cost efficient and effective manner, subject to budgetary systems and constraints established by the HOSPITAL in consultation with the HOSPITAL Medical Director.

3.2.9 License and/or Certification

3.2.9.1 CONTRACTOR verifies upon execution of this Agreement possession of a current and valid license in compliance with any local, State, and federal laws and regulations relative to the scope of services to be performed under this Agreement.

3.2.9.2 CONTRACTOR verifies that services shall be performed at all times by qualified, properly trained, and licensed or certificated staff in the field(s) of Pediatrics, Pediatric Specialty, Neonatology and Pediatric Intensive Care.

3.2.10 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide HOSPITAL 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. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

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1 3.2.11 Miscellaneous

2 CONTRACTOR will:

3 A. Take no steps to recruit HOSPITAL staff for employment during
4 the course of this Agreement or during the three-month period after termination of this
5 Agreement.

6 B. Comply with all local, State, and federal ordinances, statutes,
7 laws, rules, or regulations applicable to the employment of the personnel assigned to
8 HOSPITAL.

9 C. Be accountable for being in compliance with all billing
10 regulations and laws regarding provision of Pediatric, Pediatric Specialty, Neonatology and
11 Pediatric Intensivist Professional services and physician consultations as well as in
12 conjunction with residency supervision.

13 D. Follow protocols and procedures for inmates being served by
14 the HOSPITAL and requiring Pediatric, Pediatric Specialty, Neonatology and Pediatric
15 Intensivist Professional services, as applicable.

16 E. Carry out all additional duties and functions of the HOSPITAL
17 as delineated in the HOSPITAL Medical Staff Bylaws, Rules, and Regulations as appropriate.

18 F. CONTRACTOR agrees to assist HOSPITAL, upon request, in
19 planning, developing, and establishing specialty care clinics for the effective management of
20 Pediatric, Pediatric Specialty, Neonatology and Pediatric Intensivist patients care.

21 G. CONTRACTOR acknowledges that no investigational use of
22 equipment, pharmaceuticals, or conduct of research may be undertaken at HOSPITAL without
23 HOSPITAL Investigation Review Board approval according to requirements contained in the
24 Medical Staff Bylaws and HOSPITAL Policies and Procedures.

25 **4.0 COUNTY**

26 4.1 It is mutually agreed and understood that the Hospital receives funds from the
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1 COUNTY, which, in aggregate, are used to support the clinical operations of HOSPITAL. In
2 the event the COUNTY ceases to provide the Hospital with funding to support clinical
3 operations, this Agreement shall be deemed terminated and of no further force and effect
4 immediately in receipt of COUNTY'S notification to CONTRACTOR. The parties understand
5 that such event would require the complete withdrawal of all COUNTY funding to Hospital.
6 Should termination of this Agreement, occur due to non-availability of COUNTY funds, any
7 existing inpatient services being provided by CONTRACTOR at HOSPITAL shall continue until
8 patient discharge. In the event of such termination, CONTRACTOR shall be entitled to
9 reimbursement of costs in accordance with Section 3, Compensation, of this Agreement.

10 4.2 COUNTY agrees to:

11 A. Maintain State licensure through the California Department of
12 Health Services and accreditation status with the Joint Commission on Accreditation of
13 Healthcare Organizations.

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

16 C. Assist CONTRACTOR, on a continuing basis, with the
17 evaluation of CONTRACTOR staff by providing performance information to the
18 CONTRACTOR COORDINATOR.

19 D. Immediately notify CONTRACTOR of any particular problems
20 regarding staff.

21 E. Provide necessary emergency health care or first aid required by
22 an accident occurring at COUNTY facilities.

23 F. Retain ultimate professional and administrative accountability for
24 all patient care.

25 G. Take no steps to recruit CONTRACTOR staff for employment
26 during the Term of this Agreement or for ninety days thereafter.

1 4.3 COUNTY shall be responsible for the:

2 A. Hiring, scheduling, promotion, compensation, discipline, and
3 termination of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with
4 CONTRACTOR to the extent practicable regarding any necessary reductions, expansions, or
5 changes in such staffing, although the parties recognize COUNTY's right to make all final
6 decisions with respect to such reductions, expansions, or changes.

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

13 C. Compensation of COUNTY personnel who provide Pediatric,
14 Pediatric Specialty, Neonatology and Pediatric Intensivist Professional services at HOSPITAL
15 and who are not providers of CONTRACTOR.

16 4.4 Provisions by HOSPITAL

17 HOSPITAL shall consult with CONTRACTOR as to the elements
18 HOSPITAL deems necessary for the proper operation of the clinic(s), and Pediatric, Pediatric
19 Specialty, Neonatology and Pediatric Intensivist Professional services and shall furnish, at its
20 expense, for the use of CONTRACTOR, all such elements, including but not limited to the
21 following:

22 4.4.1 Space

23 HOSPITAL shall furnish and make available to CONTRACTOR
24 space presently designated for the Department, together with such other space as may be
25 mutually agreed upon by the parties; provided that HOSPITAL shall have the right to withdraw,
26 relocate, or modify such space as it deems reasonably necessary, provided, however,
27 HOSPITAL shall at all times furnish and make available space reasonably required by

1 CONTRACTOR to provide the professional services for which it is obligated under this
2 Agreement.

3 4.4.2 Office Space and Support Staff

4 HOSPITAL shall provide to CONTRACTOR office space and the
5 services of clerical staff to insure appropriate clerical support for the Chair of the Department.

6 4.4.3 Utilities and Ancillary Departments

7 HOSPITAL shall furnish laundry service, housekeeping services
8 (including hazardous, infectious, medical and radioactive waste disposal), mail and HOSPITAL
9 courier service, and utilities including gas, water, heat electricity and all other types of utility
10 services reasonably necessary for the proper operation of the Clinic(s), the Department and
11 the HOSPITAL. HOSPITAL shall also provide the services of its administrative and other
12 support departments, including administration, accounting, engineering, medical transcription,
13 and purchasing, as reasonably necessary for the proper operation of the Clinic(s), the
14 Department and the HOSPITAL. HOSPITAL Administration shall assist the CONTRACTOR in
15 the administrative management of the Department by (i) providing HOSPITAL policies and
16 procedures, Medical Staff Bylaws, and the House Staff Manual to CONTRACTOR, and (ii)
17 informing the CONTRACTOR of plans of HOSPITAL which pertains to the operation of the
18 Pediatric Clinic(s), Pediatric Specialty Clinic(s) and the High Risk Developmentclinic.

19 4.4.4 Equipment

20 HOSPITAL shall furnish equipment as HOSPITAL and medical
21 staff, including the HOSPITAL projects and Priorities Committee and the HOSPITAL Product
22 Evaluation Committee, mutually agree is necessary for the proper operation of the
23 Department, Clinic(s) and HOSPITAL. HOSPITAL shall keep and maintain said equipment in
24 good order and repair and shall replace and upgrade such equipment as it may become worn
25 or obsolete.

26 4.4.5 Supplies

27 HOSPITAL shall furnish all expendable and non-expendable

1 supplies, such as drugs, chemicals, stationary, and similar supplies reasonably necessary for
2 the proper operation of the Department.

3 4.4.6 Other Personnel

4 All other personnel, including but not limited to physician,
5 nursing, administrative or other non-medical personnel as HOSPITAL deems necessary for
6 the proper operation of the Department shall be either employed or contracted outside the
7 Agreement as separate contractors, and compensated by HOSPITAL in consultation with the
8 Medical Director of the Hospital. Furthermore, HOSPITAL shall give due consideration to
9 removing any such person from the Clinic(s) upon request by the CONTRACTOR. In the
10 performance of their duties in the Clinic(s), such personnel shall be subject to the supervision
11 of the HOSPITAL Administrators, HOSPITAL Administration, or the Hospital Medical Director,
12 as appropriate.

13 **5.0 COMPENSATION**

14 5.1 CONTRACTOR shall bill HOSPITAL for its services in accordance with the Fee
15 Schedule in Exhibit A, attached hereto and thereby incorporated herein. All billings of
16 CONTRACTOR shall clearly reflect the services for which the billing is made, including the
17 physicians who rendered services, the date services were rendered, the rates charged, and
18 the hours worked.

19 5.2 The rates contained in the Fee Schedule shall remain in effect for the Term of
20 this Agreement.

21 5.3 Invoices shall be submitted monthly. Payment shall be due thirty (30) working
22 days from the date of receipt of the invoice.

23 5.4 Such payment by HOSPITAL shall be deemed to be made for, as provided by
24 this Agreement, services only, and HOSPITAL shall not make, nor shall CONTRACTOR claim,
25 any reimbursement for time and expense in any manner connected with transportation to or
26 from the site at which CONTRACTOR shall or may render services hereunder.

27 5.5 HOSPITAL reserves the right to correct errors on invoices, after prior

1 notification and discussion with CONTRACTOR, and pay to CONTRACTOR the corrected
2 amounts.

3 5.6 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in
4 Exhibit A, attached hereto.

5 **6.0 TERM/TERMINATION**

6 6.1 This Agreement will be effective for an "Initial Term" from October 1, 2010,
7 through June 30, 2011 and automatically continue on a year-to-year basis. Either party may
8 terminate this Agreement, without cause, at the end of the Initial Term by giving one hundred
9 eighty days (180) days prior written notice to the other party, unless otherwise terminated in
10 accordance to the provisions of Section 11 of the Agreement, or as otherwise specified herein.

11 Either party may terminate this Agreement immediately for a breach of this Agreement, by
12 giving written notice to the other parties. Failure to abide by the agreed terms and conditions
13 may result in immediate termination of the Agreement.

14 6.2 Either party may terminate this Agreement, after the Initial Term of the
15 Agreement, at any time, without cause, by giving one hundred eighty (180) days prior written
16 notice to the other party.

17 6.3 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's
18 rights under this Agreement shall terminate (except for fees accrued prior to the date of
19 termination) upon CONTRACTOR's closure; i.e., failure to continue in business, or in the
20 event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR,
21 or, at HOSPITAL's election, in the event of CONTRACTOR's unwillingness or inability for any
22 reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be
23 entitled to no further compensation under this Agreement, it being the intent that
24 CONTRACTOR shall be paid as specified in Exhibit A only during such period that
25 CONTRACTOR shall, in fact, be performing the duties hereunder.

26 6.4 In the event that there shall be a change in the Medicare or Medi-Cal Acts,
27 regulations, or general instructions (or application thereof), the adoption of new regulation(s),

1 or a change in any third-party payer reimbursement system, any of which materially affects the
2 reimbursement which CONTRACTOR or COUNTY may receive for services furnished to
3 patients through this Agreement, either party may by notice propose a new basis for
4 compensation for the services furnished pursuant to this Agreement. If such notice of new
5 basis is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter
6 to agree upon a new basis for compensation, either party may terminate this Agreement by
7 sixty (60) days notice to the other on any future date specified in such notice.

8 6.5 In the event of non-availability of COUNTY funds, this Agreement shall be
9 deemed terminated and of no further force and effect immediately on receipt of COUNTY's
10 notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be
11 entitled to reimbursement of costs in accordance with Section 5, Compensation.

12 **7.0 INDEMNIFICATION**

13 CONTRACTOR agrees to indemnify and hold harmless the COUNTY of Riverside, its
14 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
15 Board of Supervisors, elected and appointed officials, agents, employees, and representatives
16 from any and all liability whatsoever, based or asserted upon any services of CONTRACTOR,
17 its officers, employees, subcontractors, agents or representatives resulting from this
18 Agreement, including but not limited to, property damage, bodily injury, or death or any other
19 element of any kind or nature whatsoever resulting from the performance of CONTRACTOR,
20 its officers, agents, employees, subcontractors, or representatives from this Agreement.
21 CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited
22 to, attorney fees, cost of investigation, defense and settlements or awards, the County of
23 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors,
24 officers, Board of Supervisors, elected and appointed officials, employees, agents and
25 representatives in any claim or action based upon such alleged liability.

26 With respect to any action or claim subject to indemnification herein by
27 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of

1 their own choice and shall have the right to adjust, settle, or compromise any such action of
2 claim without the prior consent of COUNTY; provided however, that any such adjustment,
3 settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's
4 indemnification to COUNTY as set forth herein.

5 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has
6 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
7 the action or claim involved.

8 The specified insurance limits required in this Agreement shall in no way limit or
9 circumscribe CONTRACTOR's obligation to indemnify and hold harmless the COUNTY herein
10 from third party claims.

11 In the event there is a conflict between this clause and California Civil Code Section
12 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall
13 not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by
14 law.

15 Liability resulting from Professional acts of the CONTRACTOR shall be subject to the
16 terms of Exhibit C, attached hereto.

17 **8.0 INSURANCE**

18 Without omitting or diminishing the CONTRACTOR 's obligation to indemnify or hold
19 the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be
20 maintained, at its sole cost and expense, the following insurance coverages during the term of
21 this Agreement.

22 **8.1 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY**

23 If the CONTRACTOR has employees as defined by the State of California, the
24 CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A)
25 and/or program of self-insurance as prescribed by the laws of the State of California. Policy
26 shall include Employers' Liability (Coverage B) including Occupational Disease with limits not
27 less than \$1,000,000 per person per accident. This policy shall be endorsed to waive

1 subrogation in favor of The County of Riverside, and if applicable to provide a Borrowed
2 Servant/Alternate Employer Endorsement.

3 8.2 COMMERCIAL GENERAL LIABILITY INSURANCE

4 Commercial General Liability Insurance and/or program of self-insurance
5 coverage including, but not limited to, premises liability, contractual liability, products and
6 completed operations liability, personal and advertising injury covering claims which result
7 from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name
8 the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
9 respective directors, officers, Board of Supervisors, employees, elected or appointed officials,
10 agents, or representatives as Additional Insureds. Policy's limit of liability shall not be less
11 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
12 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the
13 occurrence limit.

14 8.3 VEHICLE LIABILITY

15 8.3.1 If vehicles or mobile equipment are used in the performance of the
16 obligations under this Agreement, then CONTRACTOR shall maintain vehicle liability
17 insurance for all owned, non-owned, or hired vehicles so used in an amount not less than
18 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
19 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special
21 Districts, and Departments, their respective directors, officers, Board of Supervisors, elected
22 officials, employees, elected or appointed officials, agents, or representatives as Additional
23 Insureds.

24 8.4 GENERAL INSURANCE PROVISIONS

25 8.4.1 Any insurance carrier providing insurance coverage hereunder shall be
26 admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII
27 (A:8) unless the requirements are waived, in writing, by the County Risk Manager. If the

1 County's Risk Manager waivers a requirement for a particular insurer such waiver is only valid
2 for that specific insurer and only for one policy term.

3 8.4.2 The CONTRACTOR's Insurance carrier(s) must declare its insurance
4 deductibles or self-insured retentions. If such deductibles and retentions exceed \$500,000 per
5 occurrence such deductibles or self-insured retentions shall have the prior written consent
6 from the County Risk Manager before the commencement of operations under this
7 Agreement. Upon notification of deductibles or self-insured retentions unacceptable to
8 COUNTY, and at the election of the County Risk Manager, CONTRACTOR's carriers shall
9 either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this
10 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and
11 related investigations, and defense costs and expenses.

12 8.4.3 CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
13 furnish the County of Riverside with either; 1) a properly executed original Certificate(s) of
14 Insurance and certified original copies of Endorsements affecting coverage as required herein,
15 or 2) if requested to do so orally or in writing by the County Risk Manager, provide original
16 Certified copies of policies including all Endorsements and all attachments thereto, showing
17 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
18 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
19 be given to the County of Riverside prior to any material modification, cancellation, expiration
20 or reduction in coverage of such insurance. In the event of a material modification,
21 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
22 unless the County of Riverside receives, prior to such effective date, another properly
23 executed original Certificate of Insurance and original copies of endorsements or certified
24 original policies, including all endorsements and attachments thereto evidencing coverages
25 set forth herein and the insurance required herein is in full force and effect. CONTRACTOR
26 shall not commence operations until the County of Riverside has been furnished original
27 Certificate(s) of Insurance and certified original copies of endorsements and if requested,

1 certified original policies of insurance including all endorsements and any and all other
2 attachments as required in this Section. An individual authorized by the insurance carrier to
3 do so on its behalf shall sign the original endorsements for each policy and the Certificate of
4 Insurance.

5 8.4.4 It is understood and agreed to by the parties hereto and the insurance
6 company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall be
7 construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-
8 insured retentions or self-insured programs shall not be construed as contributory.

9 8.4.5 The COUNTY's Reserved Rights-Insurance. If, during the term of this
10 Agreement or any extension thereof, there is a material change in the scope of services; or,
11 there is a material change in the equipment to be used in the performance of the scope of
12 work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.);
13 or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the
14 COUNTY reserves the right to adjust the types of insurance required under this Agreement
15 and the monetary limits of liability for the insurance coverage's currently required herein, if; in
16 the County Risk Manager's reasonable judgment, the amount or type of insurance carried by
17 the CONTRACTOR has become inadequate.

18 8.4.6 CONTRACTOR shall pass down the insurance obligations contained
19 herein to all tiers of subcontractors working under this Agreement

20 8.4.7 The insurance requirements described herein may be met with a
21 program of self-insurance or a combination of insurance and self-insurance.

22 8.4.8 CONTRACTOR agrees to notify COUNTY of any claim by a third party
23 or any incident or event that may give rise to a claim arising from the performance of this
24 Agreement.

25 **9.0 OSHA REGULATION**

26 CONTRACTOR certifies awareness of the Occupational Safety and Health
27 Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA

1 standards, and laws and regulations relating thereto, and shall comply therewith as to all
2 relative elements under this Agreement.

3 **10.0 JCAHO STANDARDS**

4 CONTRACTOR certifies awareness of the Joint Commission on Accreditation of
5 Healthcare Organizations (JCAHO) Standards for Acute Care Hospitals and Ambulatory Care
6 Clinics and shall comply therewith as to all relative elements, including competency
7 requirements under this Agreement.

8 **11.0 WORK PRODUCT**

9 All reports, preliminary findings, or data assembled or compiled by CONTRACTOR
10 under this Agreement become the property of the COUNTY. The COUNTY reserves the right
11 to authorize others to use or reproduce such materials. Therefore, such materials may not be
12 circulated in whole or in part, nor released, to the public without the direct authorization of the
13 Hospital Director or an authorized designee.

14 **12.0 RESEARCH/INVESTIGATIONAL STUDIES**

15 CONTRACTOR agrees, in compliance with COUNTY Medical Staff Bylaws, Rules and
16 Regulations, that any investigational study protocols or planned research to be done at
17 Riverside County Regional Medical Center (RCRMC) will be submitted to the RCRMC
18 Institutional Review Board (IRB) for approval and coordination of final approval from the
19 RCRMC Medical Executive Committee (MEC) prior to implementation of any part of the
20 protocol or research at RCRMC. CONTRACTOR agrees that no patients enrolled in research
21 studies will be admitted to, or registered as an outpatient at, RCRMC for provision of care
22 under the procedures of the research protocol or study design until final IRB and MEC
23 approvals of the research have been granted.

24 **13.0 ASSIGNMENT/DELEGATION**

25 13.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either
26 in whole or in part, without prior written consent of COUNTY, provided, however, obligations
27 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of

1 subcontracts if approved by COUNTY. No subcontract shall terminate or alter the
2 responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR
3 agrees that subcontracts developed to provide services or perform any investigational studies
4 or research at RCRMC shall contain the same obligations contained in this Agreement
5 regarding the performance of patient care services at RCRMC. Any attempted assignment or
6 delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that
7 this paragraph is not intended to limit the use of independent contractors by CONTRACTOR
8 under this Agreement.

9 13.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of
10 any subcontractor in accordance with Section 7, Indemnification.

11 13.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of
12 the physicians and health professionals providing services at HOSPITAL must contain a
13 clause whereby said physicians and health professionals who jeopardize the license or
14 accreditation of HOSPITAL may be removed from HOSPITAL by CONTRACTOR and/or
15 HOSPITAL.

16 13.4 CONTRACTOR agrees that any development of physician residency training
17 agreements wherein the resident(s) will be placed at RCRMC must be submitted at least sixty
18 (60) days in advance to RCRMC Administration for review and processing prior to making any
19 commitment to the resident(s) regarding such placement.

20 13.5 A change in the business structure of CONTRACTOR, including but not limited
21 to a change in the majority ownership, change in the form of CONTRACTOR's business
22 organization, management of CONTRACTOR, CONTRACTOR's business organization,
23 CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this
24 Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an
25 assignment for purposes of this Section.

26 **14.0 COVENANTS NOT TO COMPETE**

27 14.1 During the term of this Agreement, CONTRACTOR shall not for any reason

1 enter into an agreement with any entity or person to serve as director of, or otherwise
2 perform services in any facility within the County of Riverside and extending for a ten (10)
3 mile radius from HOSPITAL. COUNTY acknowledges CONTRACTORs current
4 participation with sites and various hospital facilities in existence prior to this Agreement
5 that does not conflict with the performance of services required under this Agreement

6 14.2 Any exceptions to the above can only be permitted upon the prior written
7 approval of the Hospital Director/CEO.

8 14.2 In the event of any breach or threatened breach of this provision,
9 HOSPITAL shall be entitled to injunctive or other equitable relief. Such relief shall be in
10 addition to, but not in lieu of, any other remedies that may be available to HOSPITAL,
11 including an action for the recovery of damages. If a court of competent jurisdiction
12 determines that the scope of this provision is too broad in any respect, the scope shall be
13 deemed to be reduced and/or narrowed to such scope as is found lawful and reasonable
14 by such court. However, the parties acknowledge that this provision has been negotiated
15 by the parties and that the geographical limitations as well as the limitation on activities are
16 reasonable in light of the circumstances surrounding this Agreement.

17 **15.0 WAIVER OF PERFORMANCE**

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

23 **16.0 RECORDS AND REPORTS**

24 16.1 CONTRACTOR agrees to provide to COUNTY such reports as may be
25 required by the Hospital Director, or designee, with respect to the services set forth under this
26 Agreement.

27 16.2 To the extent necessary to prevent disallowance of reimbursement under 42

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

7 16.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records
8 and other applicable patient information as may be needed by CONTRACTOR to provide and
9 (if applicable) bill for patient care services.

10 **17.0 PERFORMANCE EVALUATION**

11 CONTRACTOR hereby agrees to permit an appropriate official of the HOSPITAL,
12 State or federal government to monitor, assess, or evaluate CONTRACTOR's performance
13 under this Agreement. Monitoring shall include a quarterly assessment of the performance
14 requirements listed in Exhibit A, Section 1.2 Performance Requirements, attached hereto, and
15 is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by
16 HOSPITAL and CONTRACTOR to evaluate CONTRACTOR's performance under this
17 Agreement.

18 **18.0 CONFIDENTIALITY**

19 18.1 CONTRACTOR shall maintain the confidentiality of any and all patient records
20 and information which may be reviewed under the terms and intent of this Agreement,
21 including protection of names and other identifying information from unauthorized disclosure,
22 except for statistical information which shall not identify any patient and which shall be used
23 only for carrying out the obligations of CONTRACTOR under this Agreement.

24 18.2 CONTRACTOR shall not disclose, except as specifically permitted by this
25 Agreement, or as authorized by the patient(s), any oral or written communication, information,
26 or effort of cooperation between HOSPITAL and CONTRACTOR, or between HOSPITAL and
27 CONTRACTOR and any other party.

1 18.3 CONTRACTOR shall observe all Federal, State, and COUNTY laws and
2 regulations, including, but not limited to, the Health Insurance Portability and Accountability Act
3 of 1996 and any subsequent revisions thereto, concerning the security and privacy of patient
4 records and information.

5 **19.0 INDEPENDENT CONTRACTOR**

6 19.1 The CONTRACTOR is, for purposes arising out of this Agreement, an
7 Independent Contractor and shall not be deemed an employee of the COUNTY. It is
8 expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this
9 Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but
10 not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury
11 leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
12 all claims that may be made against COUNTY based upon any contention by any third party
13 that an employer-employee relationship exists by reason of this Agreement. Notwithstanding
14 the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR
15 is an employee for purposes of income tax withholding, COUNTY shall upon two (2) weeks
16 notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal
17 and State income taxes and pay said sums over to the federal and State Governments.

18 19.2 It is further understood and agreed by the parties hereto that CONTRACTOR in
19 the performance of its obligations hereunder is subject to the control or direction of HOSPITAL
20 merely as to the result to be accomplished by the services hereunder agreed to be rendered
21 and performed and not as to the means and methods for accomplishing the results, provided
22 always that the services to be performed hereunder by CONTRACTOR shall be provided in a
23 manner consistent with all regulatory, including federal, State, and local agencies, accrediting
24 and licensing agencies, HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and
25 policies and procedures, as may be amended from time to time, as well as community
26 standards governing such services and the provisions of this Agreement.

27 /////

1 **20.0 NONDISCRIMINATION**

2 20.1 To the extent prohibited by applicable law, CONTRACTOR shall not unlawfully
3 discriminate in the provision of services, allocation of benefits, accommodation in facilities, or
4 employment of personnel, on the basis of ethnic group identification, race, color, creed,
5 ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status,
6 medical condition, or physical or mental handicap, and shall comply with all other applicable
7 requirements of law regarding nondiscrimination and equal opportunity employment including
8 those laws pertaining to the prohibition of discrimination against qualified handicapped
9 persons in all programs or activities, and to the extent they shall be found to be applicable
10 hereto, shall comply with the provisions of the California Fair Employment Practices Act
11 (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights
12 Act of 1962 (P.L. 88-352).

13 20.2 For the purpose of this Agreement, distinctions on the grounds of race, religion,
14 color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the
15 following:

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

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

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

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

26 E. The assignment of times or places for the provision of services on the
27 basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the

1 eligible person to be served.

2 **21.0 CONFLICT OF INTEREST**

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

8 **22.0 SEVERABILITY**

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

12 **23.0 ADMINISTRATION**

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

15 **24.0 HOSPITAL ACCREDITATION/LICENSE**

16 24.1 Any action or failure to act on the part of CONTRACTOR that results in the
17 threatened loss of accreditation or licensure of the HOSPITAL will be considered a material
18 breach of this Agreement.

19 24.2 In the event of breach of Agreement pursuant to this Section, COUNTY may
20 terminate this Agreement upon the basis of cause as set forth in Section 6,
21 TERM/TERMINATION.

22 **25.0 JURISDICTION, VENUE, AND ATTORNEY FEES**

23 This Agreement is to be construed under the laws of the State of California. The
24 parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside,
25 State of California. Should action be brought to enforce or interpret the provisions of the
26 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other
27 relief is granted.

1 **26.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION**

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

6 **27.0 FORCE MAJEURE**

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

10 **28.0 ENTIRE AGREEMENT**

11 This Agreement constitutes the entire agreement between the parties hereto with
12 respect to the subject matter hereof and all prior or contemporaneous agreements of any kind
13 or nature relating to the same shall be deemed to be merged herein. Any modifications to the
14 terms of this Agreement must be in writing and signed by the parties hereto, and no oral
15 understanding or agreement not incorporated herein shall be binding on any of the parties
16 hereto.

17 **29.0 NOTICES**

18 Any notice required or authorized under this Agreement shall be in writing. If notice is
19 given by United States mail, it shall be sent registered or certified mail, return receipt
20 requested, addressed as follows:

22 **CONTRACTOR:**

23 Faculty Physicians and Surgeons of LLUSM
24 Faculty Medical Offices
11175 Campus Street
25 Coleman Pavilion, Room 11120
Loma Linda, CA 92354

26 Attn: Ricardo Peverini, M.D.,
27 President FP & S

COUNTY:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attention: Hospital Director/CEO

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

3 **30.0 HEADING**

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

6 **31.0 COUNTERPARTS**

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

10 **IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT**
11 **EFFECTIVE AS OF October 1, 2010.**

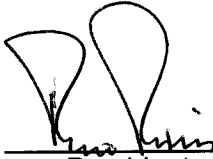
12 COUNTY:

CONTRACTOR:

13 **Approved:**


14 County of Riverside

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17 By: _____
18 Marion Ashley
Chairman, Board of Supervisors

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21 By:  _____
22 President

23 Date: _____

24 Date: 04/08/2010

25
26 By:  _____
27 Douglas Bagley
Hospital Director/CEO

28 Date: 4/26/10

29 FORM APPROVED COUNTY COUNSEL
30 BY:  _____ 5/3/10
31 NEAL R. KIPNIS DATE

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**EXHIBIT A
TO
AGREEMENT BETWEEN RIVERSIDE COUNTY
AND
FACULTY PHYSICIANS AND SURGEONS OF LLUSM (CONTRACTOR)
PAYMENT PROVISIONS**

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL in accordance with HOSPITAL policy and procedures as follows:

1.0 Subject to the conditions set forth below, HOSPITAL shall pay CONTRACTOR a total of two million, one hundred thirty thousand dollars (\$2,130,000) per year for the services of an adequate number of full-time physicians, nurse practitioners and allied health professionals from the CONTRACTOR'S Medical Group to provide outpatient general pediatric clinical services, pediatric specialty care services, neonatology services, pediatric intensivist services, surgical procedures, administrative duties, supervisory duties, teaching services, inpatient care, inpatient and outpatient consultations, coordination of response to Level A Pediatric Trauma activation by pediatric intensivist physicians, development of treatment protocols and supervision of all pediatric professional services provided at HOSPITAL. Payments to CONTRACTOR shall be made on a monthly basis during the Term of this Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified below:

1.1 Compensation for Direct Patient Care

1.1.1 Inpatient Care

Except as otherwise noted in this Agreement, HOSPITAL shall not compensate CONTRACTOR for the rendering of direct inpatient care to hospitalized patients. CONTRACTOR shall be entitled to obtain payment for said inpatient care, emergency room care, outpatient care, or outpatient/inpatient diagnostic professional services from the patient receiving the care and/or any third party payer in accordance with

1 the laws and regulations of the State of California, the United States, and any appropriate
2 governmental agency. Non-compensated care (including but not limited to any COUNTY
3 financial obligation for patient care as identified in Section 1.3, below) shall be considered
4 covered under the payment from HOSPITAL to CONTRACTOR. CONTRACTOR shall be
5 responsible at its own expense for billing and collecting amounts owed for direct patient
6 care. CONTRACTOR shall not bill patients or HOSPITAL for services and responsibilities
7 rendered by CONTRACTOR as specified in Section 1.3, below. HOSPITAL shall use its
8 best efforts to provide CONTRACTOR or its billing agents with all records and data
9 necessary to accomplish inpatient billing in an efficient and timely manner.

10 1.1.2 Outpatient Care

11 CONTRACTOR shall bill Medicare, Medi-Cal and all other thirty party
12 payers for the professional fees for outpatient services performed in the HOSPITAL
13 Outpatient Clinic(s), using the appropriate place of service code, on such billed item as
14 required by federal regulation to designate that the service is being provided in an
15 "outpatient hospital based clinic."

16 1.2 Performance Requirements

17 1.2.1 CONTRACTOR shall meet patient care performance requirements
18 (including but not limited to, providing patient and family education in accordance with JCAHO
19 standards, timely completion of medical records, Medi-Cal managed care patient-access
20 standards, and on-time attendance for scheduled Pediatric and Pediatric Specialty Care Clinic
21 services). The following performance requirements will have penalties deducted as indicated
22 for failure to perform:

23 1.2.1.1 HOSPITAL may deduct five percent (5%) of the monthly amount
24 owed to CONTRACTOR if more than ten percent(10%) of diagnostic services are cancelled
25 because of inadequate work-up or lack of signed medical releases ninety-five percent (95%)
26 of the time per month.

1 1.2.1.2 HOSPITAL may deduct five percent (5%) of the monthly amount
2 owed to CONTRACTOR if CONTRACTOR provider is more than fifteen (15) minutes late to
3 scheduled appointment/procedure, greater than ninety-five percent (95%) of the time per
4 month.

5 1.2.1.3 Full compliance with Medi-Cal managed care access requirements for
6 availability of specialist care services to Medi-Cal managed care members.

7 1.2.1.4 CONTRACTOR agrees to dictate reports immediately after completion
8 of procedures and to sign the dictated report no later than fourteen (14) days after patient
9 discharge.

10 On a weekly basis each attending will go to medical records for
11 completion of all the records pending under his or her name. This will include signatures or
12 dictation not completed by residents. This will avoid having to call residents from other
13 hospitals to come back and complete the charts. CONTRACTOR agrees to complete medical
14 records for all patient cared for no later than fourteen (14) days after patient discharge in
15 compliance with COUNTY Medical Staff Bylaws, Rules and Regulations. CONTRACTOR
16 agrees to dictate reports immediately after completion of procedures.

17 HOSPITAL may deduct five (5%) percent of the monthly amount owed
18 to CONTRACTOR if more than five (5%) percent of Medical Records completion and dictation
19 of reports is not maintained during the month.

20 1.2.2 CONTRACTOR and HOSPITAL agree to review and discuss quarterly
21 reports of Performance Standards data as monitored by HOSPITAL before deduction in the
22 monthly amount of reimbursement occurs. Report format and data collection will be mutually
23 agreed by the parties hereto.

24 1.3 Exclusion Billing

25 CONTRACTOR shall not be entitled to bill or be reimbursed separately for any
26 COUNTY patient care (inpatient or outpatient) for Juvenile Hall patients, Riverside County jail

1 patients, or patients of the Medically Indigent Services Program (MISP) of County. Such
2 claims shall be considered paid in full from the HOSPITAL monthly payment to
3 CONTRACTOR, specified in Section 1.0, above.

4 **2.0 Billing Cycle**

5 No later than the fourteenth (14th) working day of each month during the Term hereof,
6 CONTRACTOR shall submit to HOSPITAL a monthly billing, in arrears of completion of each
7 month/unit of service. Any bill not timely submitted shall be deemed submitted with the next
8 billing cycle for payment by HOSPITAL.

9 **3.0 Maximum Annual Compensation**

10 Maximum annual compensation payable under this Agreement shall not exceed two
11 million, one hundred thirty thousand dollars (\$2,130,000).

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**EXHIBIT C
TO
AGREEMENT
BETWEEN RIVERSIDE COUNTY
AND
FACULTY PHYSICIANS AND SURGEONS OF LLUSM (CONTRACTOR)**

PROFESSIONAL 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 medical services performed under this Agreement on behalf of COUNTY, in so long as the CONTRACTOR 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 physician employees and independent physician contractors; and

2.3 Physician extenders employed under this Agreement.

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

1 professional services rendered or that should have been rendered by CONTRACTOR
2 exclusively at HOSPITAL or on behalf of COUNTY, provided always that:

3 3.1 Such malpractice results in a claim being made or legal action commenced
4 against the CONTRACTOR, and notice of such claim or action has been given in accordance
5 with the provisions contained in Section 8 of this Exhibit.

6 3.2 There shall be no liability coverage provided hereunder for any claim or action
7 against the CONTRACTOR for malpractice committed or alleged to have been committed
8 prior to the effective date of the Agreement nor following termination of this Agreement except
9 for services provided during the Term of the Agreement and/or for the CONTRACTOR or
10 physician rendering service hereunder as described in Section 2 of this Exhibit.

11 4.0 The indemnification promised hereby shall include all theories of liability against the
12 CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or
13 any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is
14 afforded by this Agreement is extended to include the CONTRACTOR only while it is acting
15 within the scope of duty pursuant to the terms of this Agreement and shall not apply to acts or
16 omissions by or at the direction of the CONTRACTOR or if intentionally committed or
17 committed with malice. In addition, the indemnification promised hereby shall not include any
18 exemplary or punitive damages levied against the CONTRACTOR, any act committed in
19 violation of any laws or ordinances resulting in a criminal conviction, professional services
20 rendered while under the influence of intoxicants or narcotics, or any practice or service not
21 required by the terms of this Agreement.

22 5.0 In providing for such indemnification, it is not the intent of either party to waive any
23 applicable statutory or other immunity from liability or any of claims requirements of the
24 Government Code. Such indemnification shall not exceed one million dollars (\$1,000,000) for
25 any single act or omission indemnifiable hereunder, or the sum of three million dollars
26 (\$3,000,000) aggregate for all acts or omissions indemnifiable hereunder per each physician
member which occur in any single year of this Agreement. CONTRACTOR acknowledges

1 and agrees that for any claims that exceed one million dollars (\$1,000,000) or three million
2 dollars (\$3,000,000) in the aggregate, CONTRACTOR shall not seek indemnification from
3 COUNTY, and CONTRACTOR shall assume all financial responsibility for such claims. For
4 purposes of this Exhibit, said operating year shall begin with the date on which this Agreement
5 is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal
6 year; thereafter, each operating year shall run from July 1 to June 30.

7 6.0 The COUNTY may provide the indemnification referred to above through a program of
8 self-insurance. The CONTRACTOR shall follow the guidelines and procedures contained in
9 any risk management and HOSPITAL plan, which may be established by COUNTY, and
10 applicable federal and State law.

11 7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name
12 of and on behalf of the CONTRACTOR, diligently investigate and defend any and all claims or
13 suits made or brought against CONTRACTOR, shall retain legal counsel (attorney[ies]) skilled
14 in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs
15 and expenses incurred in any such investigation and defense, including, but not limited to,
16 attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with
17 any other provision of this Exhibit, the CONTRACTOR shall cooperate at the discretion of the
18 COUNTY in the investigation, settlement, or defense of any claim or suit against the
19 CONTRACTOR. If the CONTRACTOR in any such claim or suit refuses to consent to any
20 settlement recommended in writing by the COUNTY and elects to contest or continue any
21 legal proceedings, the liability of the COUNTY shall not exceed the amount for which the claim
22 or suit could have been so settled, plus reasonable costs with its consent up to the date of
23 such refusal. Any judgment rendered against the CONTRACTOR in excess of the settlement
24 amount recommended in writing by the COUNTY shall be the sole responsibility of the
25 CONTRACTOR, including all costs and all attorneys' fees relating to such excess amount.

26 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

1 such defense and/or indemnification if it has not been materially prejudiced by the
2 nonperformance of such conditions:

3 8.1 During the Term of this Agreement, the CONTRACTOR shall promptly, but no
4 less than within two (2) business days, after receiving knowledge of any event described in
5 this subsection (8.1) of this Section 8, give to the persons or persons designated by the
6 County notice in writing of:

7 A. Any conduct or circumstances which the CONTRACTOR believes to
8 give rise to a claim for malpractice being made against the CONTRACTOR; or

9 B. Any claim for malpractice made against the CONTRACTOR; or

10 C. The receipt of notice from any person of any intention to hold the
11 CONTRACTOR responsible for any malpractice.

12 8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

13 A. Give to the COUNTY or its duly appointed representative any and all
14 information, assistance, and signed statements as the COUNTY may require; and

15 B. Assist, without cost to the CONTRACTOR, in the COUNTY's defense or
16 any claim, including without limitation, cooperating timely with the COUNTY; and, upon the
17 COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and
18 giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to
19 provide current home and work contact numbers until the full and final settlement of pay and
20 all cases involving persons mentioned in Section 2 of this Exhibit.

21 8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly
22 appointed representative, admit liability for, or settle any claim, or:

23 A. Incur on behalf of the COUNTY any cost or expense in connection with
24 such claim, or

25 B. Give any material or oral or written statements to anyone in connection
26 with admitting or settling such claim.