

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

121



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
July 21, 2011

**SUBJECT:** Amendment to the Professional Medical Services Agreement between the County of Riverside and Loma Linda University Health Care, Department of Ophthalmology

**RECOMMENDED MOTION:**

- 1) Ratify the Amendment to the Agreement with Loma Linda University Health Care, Department of Ophthalmology, effective February 1, 2011;
- 2) Authorize the Chairperson to sign three (3) copies of the amendment;
- 3) Retain one (1) copy and return two (2) copies of the executed amendments to Riverside County Regional Medical Center for distribution.

**BACKGROUND:**

On September 18, 2007, Agenda Item No. 3.46 an agreement was approved with Loma Linda University Health Care, Department of Ophthalmology to provide ophthalmology and specialized ophthalmology surgical professional services for the Hospital.

(cont. on page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 690,492.20	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost FY:</b>	\$ 0	<b>For Fiscal Year:</b>	11/12

<b>SOURCE OF FUNDS:</b>	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE  
BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNCIL  
 BY: *Alfred P. Kipnis*  
 DATE: *7/21/11*  
 Departmental Concurrence

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

Prev. Agn. Ref.: 9/18/07, 3.46; 11/18/08, 3.48 | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.27

**SUBJECT:** Amendment to the Professional Medical Services Agreement between the County of Riverside and Loma Linda University Health Care, Department of Ophthalmology

**Page 2**

**BACKGROUND:** (cont.)

As a result of increasing demand for specialized ophthalmology surgical services, this agreement is amended adding additional outpatient half-day clinics and physician services to provide retinal consultation and surgical services for the Hospital and enhance the health care services that are available to the residents of the County.

The Amendment has been approved as to form by County Counsel.

DB:cg

**SECOND AMENDMENT  
TO THE  
AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
LOMA LINDA UNIVERSITY HEALTHCARE, DEPARTMENT OF  
OPHTHALMOLOGY**

That certain Agreement, 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 Loma Linda University Healthcare, Department of Ophthalmology (CONTRACTOR) dated April 1, 2007, is amended effective February 1, 2011 pursuant to the following:

1. Delete Section 2.2 A in its entirety and replace with the following:

2.2 CONTRACTOR STAFFING

“CONTRACTOR shall:

A. Provide adequate staffing to assume medical care responsibilities as described herein, for general ophthalmology, ophthalmology specialty care and retina subspecialty services under the direction of the Chief of the HOSPITAL Department of Surgery (DEPARTMENT) and the HOSPITAL Medical Director. This shall include ensuring there are adequate numbers of qualified general ophthalmology, specialty ophthalmology and retina subspecialty physicians, including an ophthalmology photographer on-site at hospital to provide general and specialty care and subspecialty ophthalmology outpatient services at the HOSPITAL for five full-day clinics per week to include additional time for diagnostic procedures, inpatient and outpatient ophthalmology surgical services, consultation on a daily basis, and on-call availability as specified in Section 2.6 of this Agreement.”

2. Delete Section 3.2.1 B in its entirety and replace with the following:

“B. Assume responsibility for the professional operation and professional services of the Department of Ophthalmology (DEPARTMENT). Any esoteric, unusual, exceedingly complex or other patient care procedures that cannot be reasonably performed through the DEPARTMENT will be sent to an outside provider, mutually agreeable to the patient and parties hereto with prior approval and authorization by Hospital Administration.”

3. Delete Section 1.0 Exhibit A in its entirety and replace with the following:

“1.0 Subject to the conditions set forth below, HOSPITAL shall pay CONTRACTOR a total of five hundred twenty-six thousand, two hundred thirty-six

dollars and forty cents (\$526,236.40) per year for the services of a minimum of 2.0 full time equivalent general ophthalmology, 0.5 full time equivalent retina sub specialist and 0.4 other specialty ophthalmology physician(s) from the CONTRACTOR's Medical Group to provide general ophthalmology and specialty ophthalmology outpatient clinical services, inpatient and outpatient consultative care services, inpatient and outpatient surgical and subspecialty surgical ophthalmology services and development of treatment protocols for ophthalmology services provided at HOSPITAL."

4. Delete Section 3.0 Exhibit A in its entirety and replace with the following:

**"3.0 Maximum Annual Compensation**

Maximum annual compensation payable under this Agreement shall not exceed six hundred fifty-six thousand, two hundred thirty-six dollars and forty cents (\$656,236.40)."

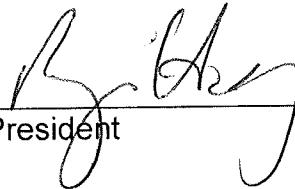
All other terms and conditions of this Agreement are to remain in full force and effect.

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

**COUNTY OF RIVERSIDE**

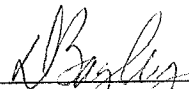
**CONTRACTOR**

By: \_\_\_\_\_  
Bob Buster  
Chair, Board of Supervisors


  
\_\_\_\_\_  
President

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

Date: 7/15/2011

By:   
\_\_\_\_\_  
Douglas D. Bagley  
Hospital Director/CEO

Date: 8/4/11

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE 9/2/11