

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

613



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
July 17, 2012

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

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Professional Medical Services agreement, effective July 1, 2012; and
- 2) Authorize the Chairperson to sign three (3) copies of the Agreement; and
- 3) Retain one (1) copy and return two (2) copies of the executed agreements to Riverside County Regional Medical Center for distribution.

BACKGROUND: The Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) has agreed to provide Neurology professional services to Riverside County Regional Medical Center (RCRMC) to assist with the development of a Joint Commission accredited primary stroke center

(continued on Page 2)

Ellie Bennett For Douglas D. Bagley
 Ellie Bennett, Chief Operating Officer
 for Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 572,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

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: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

FORM APPROVED BY COUNTY COUNSEL
 BY: *NEAL R. KIPNIS* DATE: *7/17/12*
 Departmental Concurrence

BOARD OF SUPERVISORS

Page 2

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

BACKGROUND (continued):

at RCRMC. Currently, there is only one hospital located in the desert region of Riverside County, with an accredited primary stroke center. Patients demonstrating stroke symptoms are often transported to hospitals located outside the county for treatment. The establishment of a designated stroke center program at RCRMC, with neurology consultation services during the day and telemedicine coverage at night has the potential to significantly improve the quality of care provided to patients in Riverside County experiencing the symptoms of a stroke.

In addition to the assisting in development of the stroke center protocols, policies and procedures, and staff training, LLUSM will assume the responsibility for all Neurology professional services required to meet the health care needs for the complex caseload of patients at the Hospital. These services shall include neurology outpatient services in the hospital outpatient clinics, neuro-diagnostic services, telemedicine services, and inpatient and emergency room consultations.

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

County Counsel has approved the Agreement as to legal form.

FINANCIAL IMPACT:

100% Enterprise Funds -

Maximum annual compensation payable under this agreement shall not exceed five hundred seventy two thousand dollars (\$572,000).

DB:cg

PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
FACULTY PHYSICIANS AND SURGEONS OF LOMA LINDA SCHOOL OF MEDICINE
FOR
NEUROLOGY PROFESSIONAL SERVICES

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.0	Definitions	1
2.0	Description of Services	2
2.1	Compliance with Hospital Mission, Vision, and Values	2
2.2	Contractor Staffing	2
2.3	Contract Coordinator	3
2.4	Staff Removal	4
2.5	Neurology Professional Services	4
2.6	On-Call Coverage	5
3.0	Responsibilities	5
3.1	Contractor and County	5
3.2	Contractor	5
3.2.3	Employer Obligations	6
3.2.4	Administrative Obligations	6
3.2.5	Additional Supervisory/Management Responsibilities	9
3.2.6	Projection of Needs	10
3.2.7	Use of Premises	10
3.2.8	Clinic Budget	10
3.2.9	License and/or Certification	10
3.2.10	Infectious Disease Certification	11
3.2.11	Miscellaneous	11
4.0	County	12
5.0	Compensation	15
6.0	Term/Termination	16
7.0	Indemnification	17
8.0	Insurance	18
8.1	Workers' Compensation Insurance and Employers' Liability	18
8.2	Commercial General Liability Insurance	19
8.3	Vehicle Liability	19
8.4	General Liability	19
9.0	OSHA Regulation	22
10.0	JCAHO Standards	22
11.0	Work Product	22
12.0	Research/Investigational Studies	22
13.0	Assignment/Delegation	23
14.0	Covenants Not to Compete	24
15.0	Waiver of Performance	24
16.0	Records and Reports	25
17.0	Performance Evaluation	25
18.0	Confidentiality	25
19.0	Independent Contractor	26

**AGREEMENT FOR
NEUROLOGY PROFESSIONAL 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 Neurology 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 "TJC" 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 Medicine.

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

19 2.2 CONTRACTOR STAFFING

20 CONTRACTOR shall:

- 21 A. Provide adequate staffing to assume medical care responsibilities for
22 neurology professional services under the direction of the Chair of the HOSPITAL Department
23 of Medicine (DEPARTMENT) and the HOSPITAL Medical Director. This shall include, but not
24 be limited to, ensuring that there are adequate numbers of qualified Neurology physicians and
25 neurology sub-specialty physicians to provide neurology outpatient services at the HOSPITAL
26 for five (5) half-day clinics per week, including two (2) telemedicine half-day clinics per month,
27 and two (2) days/week for neuro-diagnostic services. CONTRACTOR shall staff to adequately

1 perform diagnostic procedures, consultations, clinic services, and on-call availability as
2 specified in Section 2.6 of this Agreement. All administrative issues shall be directed to the
3 HOSPITAL Chief of Medical Staff for handling.

4 B. Provide or recruit and maintain American Board of Medical Specialties
5 (ABMS) or American Osteopathic Association (AOA) board-certified or active candidate
6 Neurology physicians to provide Neurology consultative professional services for the
7 HOSPITAL Neurology Clinic and Neurology Emergency Telemedicine Service(s). These
8 services will be provided in the Ambulatory Care Outpatient Clinic(s), Emergency Room,
9 Neuro-diagnostic Services, Inpatient Services, operating room, or other areas as may be
10 needed.

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

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

21 2.3 CONTRACT COORDINATOR

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

1 capacity until such time as mutually agreeable.

2 2.4 STAFF REMOVAL

3 2.4.1 COUNTY shall reserve the right, exercisable in its discretion after
4 consultation with CONTRACTOR, to exclude any CONTRACTOR physician or other
5 CONTRACTOR staff from its premises in the event such person's conduct or state of health is
6 deemed objectionable or detrimental, having in mind the proper administration of COUNTY
7 facilities and according to HOSPITAL Medical Staff Bylaws, Rules, and Regulations as may be
8 amended from time to time.

9 2.4.2 Notwithstanding any other provision of the Agreement, CONTRACTOR
10 will ensure that any CONTRACTOR physician or healthcare professional assigned to
11 COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter
12 is fully resolved to the satisfaction of COUNTY.

13 2.4.3 The professional services of CONTRACTOR shall be subject to the
14 HOSPITAL Medical Staff Appeals Provision of the Medical Staff Bylaws, Rules, and
15 Regulations, or other appropriate rule or regulation of HOSPITAL as may be amended from
16 time to time.

17 2.5 NEUROLOGY SERVICES

18 2.5.1 Professional services to be provided for adults will include, but not be
19 limited to, inpatient consultations and treatment, Transcranial Doppler, continuous
20 Electroencephalogram (EEG) monitoring, professional outpatient ambulatory clinical neurology
21 services, Neurodiagnostic services supervision, as applicable, and/or performance of
22 Neurodiagnostic testing including, but not limited to Electromyography (EMG),
23 Electroencephalogram (EEG), Nerve Conduction Velocity (NCV) Visual Evoked Potential
24 (VEP), Somatosensory Evoked Potential testing with reading, interpretation, and reporting of
25 all diagnostic testing (as applicable) along with development of treatment protocols (as
26 applicable).

1 2.5.2 CONTRACTOR agrees to assist the HOSPITAL to develop a certified
2 accredited stroke center program enhanced with telemedicine capabilities; to identify
3 administrative requirements, infrastructure and equipment needs to become an accredited
4 stroke center.

5 2.5.3 CONTRACTOR will provide inpatient and outpatient consultations on a
6 routine and emergency basis and provide telemedicine coverage at night for neurological
7 emergencies.

8 2.6 ON-CALL COVERAGE

9 CONTRACTOR will provide on-call coverage fifty-two (52) weeks per year,
10 twenty-four (24) hours per day, seven (7) days per week which includes telemedicine
11 coverage, at night, as coordinated by the Chief of the Department of Medicine.

12 **3.0 RESPONSIBILITIES**

13 3.1 CONTRACTOR AND COUNTY

14 Each party agrees to maintain an environment which is conducive to quality
15 medical care provision and training as it pertains to Neurology professional services by
16 providing facilities to properly care for patients and by encouraging critical dialogue between
17 teaching staff and trainees through rounds, conferences, and patient care procedures.

18 3.2 CONTRACTOR

19 3.2.1 CONTRACTOR agrees to provide neurology clinic services to include
20 neurology clinics, neuro-diagnostic services, and prison ambulatory outpatient clinic services
21 to meet patient needs as mutually agreed upon between the HOSPITAL and Neurology
22 physicians. Inpatient consultations, response to neurology emergency and related services will
23 be provided twenty-four (24) hours/day, seven (7) days/week, as necessary.

24 3.2.2 CONTRACTOR shall be obligated to:

25 A. Respond by phone consultation, telemedicine or on-site at
26 HOSPITAL for neurology services in accordance with HOSPITAL Medical Staff Bylaws, Rules,
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1 and Regulations, and related HOSPITAL policies and procedures.

2 B. Assume responsibility for the professional operation and
3 professional services of the Division of Neurology. Any esoteric, unusual, or other patient care
4 procedures that cannot be reasonably performed through the DIVISION or DEPARTMENT will
5 be sent to an outside provider mutually agreeable to the patient and parties hereto.

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

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

12 3.2.3 Employer Obligations

13 CONTRACTOR agrees to all employer obligations for CONTRACTOR
14 staff. COUNTY shall not be, or be construed to be, the employer of CONTRACTOR
15 physicians for any purpose whatsoever. CONTRACTOR shall be solely liable and responsible
16 for all employer obligations, if any, with respect to such physicians. Such obligations shall
17 include, but are not limited to, any payment of salary and all other compensation and fringe
18 benefits; responsibility for federal and State withholding taxes and Social Security taxes;
19 compliance with and responsibility for all applicable federal and State wage/hour obligations;
20 unemployment benefits; disability benefits; and all other applicable taxes, benefits, and
21 contributions to employment-related insurance and similar programs. In the event that
22 COUNTY is for any reason required to pay any such obligations, CONTRACTOR shall
23 reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

24 3.2.4 Administrative Obligations

25 CONTRACTOR shall:

26 A. Assist to establish rules and regulations for the operation of
27 neurology professional services with its appropriate areas including, but not limited to,

1 neurology ambulatory outpatient clinics, patient education, consultative services, emergency
2 department services, telemedicine services, neuro-diagnostic services to include training of
3 neuro-diagnostic staff.

4 B. Assist to establish criteria for issuing neurology clinical and
5 practice privileges and assist when requested to review the credentials of all physicians
6 applying for clinical privileges in the DEPARTMENT in all of its areas of service for making
7 appropriate recommendations for approval by the Chief of the DEPARTMENT, HOSPITAL
8 Medical Staff Credentials Committee for physicians, and by the Medical Executive Committee
9 for all.

10 C. Provide proctoring and review on a regular basis for the clinical
11 and educational performances of all neurology healthcare professionals working on-site at
12 HOSPITAL in accordance with any applicable HOSPITAL Medical Staff Bylaws, Rules, and
13 Regulations, and HOSPITAL policies and procedures, as well as Accreditation Council for
14 Graduate Medical Education (ACGME), American Board of Osteopathic Medicine, and The
15 Joint Commission (JC) standards as applicable.

16 D. Provide HOSPITAL with annual performance objectives and
17 evaluations to include age-specific competency and job skills on each of its non-physician
18 employees who may work at HOSPITAL under this Agreement in accordance with TJC
19 standards and applicable HOSPITAL policies and procedures.

20 E. Establish and implement, in conjunction with HOSPITAL and
21 HOSPITAL affiliated medical schools or other teaching institutions, clinical training programs
22 at HOSPITAL designed to meet the educational requirements for the teaching of physician
23 residents, other medical staff, paramedical trainees, and medical students receiving training at
24 HOSPITAL. CONTRACTOR will ensure that such training programs are established and
25 presented on an ongoing basis and updated annually or more frequently as needed and that
26 all pertinent requirements are met and duties performed which are necessary to meet the
27 terms of affiliation agreements established between the HOSPITAL and medical schools,

1 universities, colleges, and other institutions or agencies in regard to training in Neurology
2 professional services. CONTRACTOR's development of affiliation agreements shall be
3 coordinated and approved by HOSPITAL Administration.

4 F. Require each physician or other CONTRACTOR staff who
5 reports on-site at HOSPITAL to comply with COUNTY and HOSPITAL requirements for
6 health screening tests determined appropriate by COUNTY, to conform to all applicable
7 HOSPITAL Medical Staff Bylaws, Rules, and Regulations, COUNTY policies, procedures, and
8 regulations, and to all additional requirements and restrictions agreed upon by representatives
9 of COUNTY and CONTRACTOR.

10 G. Participate and cooperate in the HOSPITAL Performance
11 Improvement and Safety Programs.

12 H. Report to HOSPITAL the following information about each
13 physician or other staff or trainee at least two (2) weeks before start of work on-site:

- 14 1. Name, address, and telephone number.
- 15 2. Health care providers and/or health insurance.
- 16 3. All other reasonable information about the physicians, other
17 staff, or trainees as requested by COUNTY.

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

23 I. Cover any other appropriate administrative area of responsibility
24 as requested by the Chief of the DEPARTMENT and/or the HOSPITAL Medical Director and
25 accepted by CONTRACTOR.

26 J. Participate in all managed care programs contracted by,
27 sponsored by, or approved by HOSPITAL and all appropriate practice activities of the

1 HOSPITAL Medical Staff.

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

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

7 M. In coordination with the Chair of the Department of Medicine,
8 provide monthly schedules for physicians.

9 **3.2.5 Additional Supervisory/Management Responsibilities**

10 3.2.5.1 CONTRACTOR shall ensure that:

11 A. Those physicians designated by CONTRACTOR
12 pursuant to this Agreement shall be responsible for supervising and monitoring all inpatient
13 and outpatient neurology services, expansion and monitoring of telemedicine services along
14 with the development of an accredited stroke center enhanced with telemedicine capabilities
15 and neuro-diagnostic services provided by the Division of Neurology, as coordinated with the
16 Chair of the Department of Medicine.

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

21 3.2.5.2 CONTRACTOR agrees:

22 A. That responsibility for direct patient care and supervision of
23 Neurology professional services includes attendance and participation in committee meetings
24 and ongoing quality improvement activities in accordance with the HOSPITAL Performance
25 Improvement and Patient Safety Plan, as approved by the Riverside County Board of
26 Supervisors.

27 B. To timely attendance at clinics and to cancel clinics only

1 with advanced written notice and approval of the HOSPITAL Medical Director, and Hospital
2 Director/Chief Executive Officer (CEO).

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

5 **3.2.6 Projection of Needs**

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

10 **3.2.7 Use of Premises**

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

15 **3.2.8 Clinic Budget**

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

19 **3.2.9 License and/or Certification**

20 3.2.9.1 CONTRACTOR verifies upon execution of this Agreement
21 possession of a current and valid license in compliance with any local, State, and federal laws
22 and regulations relative to the scope of services to be performed under this Agreement.

23 3.2.9.2 CONTRACTOR verifies that services shall be performed at all
24 times by qualified, properly trained, and licensed or certificated staff in the field of Neurology
25 services.

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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.

3.2.11 Miscellaneous

CONTRACTOR will:

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

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

C. Be accountable for being in compliance with all billing regulations and laws regarding provision of neurology and telemedicine professional services and physician consultations as well as in conjunction with residency supervision.

D. Follow protocols and procedures for inmates being served by the HOSPITAL and requiring neurology professional services.

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

F. CONTRACTOR agrees to assist HOSPITAL, upon request, in planning, developing, and establishing specialty care clinics for the effective management of

1 patients with Neurology Disorders.

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

6 **4.0 COUNTY**

7 4.1.1 It is mutually agreed and understood that the Hospital receives funds from the
8 COUNTY, which, in aggregate, are used to support the clinical operations of HOSPITAL. In
9 the event the COUNTY ceases to provide the Hospital with funding to support clinical
10 operations, this Agreement shall be deemed terminated and of no further force and effect
11 immediately in receipt of COUNTY'S notification to CONTRACTOR. The parties understand
12 that such event would require the complete withdrawal of all COUNTY funding to Hospital.
13 Should termination of this Agreement, occur due to non-availability of COUNTY funds, any
14 existing inpatient services being provided by CONTRACTOR at HOSPITAL shall continue until
15 patient discharge. In the event of such termination, CONTRACTOR shall be entitled to
16 reimbursement of costs in accordance with Section 3, Compensation, of this Agreement.

17 4.1.2 COUNTY agrees to:

18 A. Maintain State licensure through the California Department of
19 Health Services and accreditation status with The Joint Commission (JC).

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

22 C. Assist CONTRACTOR, on a continuing basis, with the
23 evaluation of CONTRACTOR staff by providing performance information to the
24 CONTRACTOR COORDINATOR.

25 D. Immediately notify CONTRACTOR of any particular problems
26 regarding staff.

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

3 F. Retain ultimate professional and administrative accountability for
4 all patient care.

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

7 4.1.3 COUNTY shall be responsible for the:

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

13 B. COUNTY shall investigate complaints by CONTRACTOR
14 regarding COUNTY personnel to determine the necessity for specific action. Whenever such
15 complaint provides reasonable grounds to believe that the safety of any person or property in
16 COUNTY facilities may be at risk, COUNTY shall make reasonable efforts consistent with
17 COUNTY's established procedures, to reassign such personnel pending resolution of the
18 complaint.

19 C. Compensation of COUNTY personnel who provide neurology
20 professional at HOSPITAL and who are not providers of CONTRACTOR.

21 4.1.4 Provisions by HOSPITAL

22 HOSPITAL shall consult with CONTRACTOR as to the elements
23 HOSPITAL deems necessary for the proper operation of the ambulatory care clinic(s), confer
24 with CONTRACTOR for the development of an accredited stroke center with telemedicine
25 capabilities, including the equipment needs for both parties for the stroke program, neuro-
26 diagnostic services and shall furnish, at its expense, for the use of CONTRACTOR, all such
27 elements, including but not limited to the following:

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4.1.4.1 Space

HOSPITAL shall furnish and make available to CONTRACTOR space presently designated for the Division, together with such other space as may be mutually agreed upon by the parties; provided that HOSPITAL shall have the right to withdraw, relocate, or modify such space as it deems reasonably necessary.

4.1.4.2 Office Space and Support Staff

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

4.1.4.3 Utilities and Ancillary Departments

HOSPITAL shall furnish laundry service, housekeeping services (including hazardous, infectious, medical and radioactive waste disposal), mail and HOSPITAL courier service, and utilities including gas, water, heat, electricity and all other types of utility services reasonably necessary for the proper operation of the Ambulatory Care Clinic(s), Neuro-diagnostic Clinic and the hospital. HOSPITAL shall also provide the services of its administrative and other support departments, including administration, accounting, engineering, medical transcription, and purchasing, as reasonably necessary for the proper operation of the Ambulatory Care Clinic(s), Neuro-diagnostic Clinic(s) and the hospital. HOSPITAL Administration shall assist the CONTRACTOR in the administrative management of the DIVISION by (i) providing HOSPITAL policies and procedures, Medical Staff Bylaws, and the House Staff Manual to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of HOSPITAL which pertains to the operation of the Department.

4.1.4.4 Equipment

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

1 or obsolete.

2 4.1.4.5 Supplies

3 HOSPITAL shall furnish all expendable and non-expendable
4 supplies, such as drugs, chemicals, stationary, and similar supplies reasonably necessary for
5 the proper operation of the Department.

6 4.1.4.6 Other Personnel

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

16 **5.0 COMPENSATION**

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

22 5.2 The rates contained in the Fee Schedule shall remain in effect for the Term of
23 this Agreement.

24 5.3 Invoices shall be submitted monthly. Payment shall be due thirty (30) working
25 days from the date of receipt of the invoice.

26 5.4 Such payment by HOSPITAL shall be deemed to be made for, as provided by
27 this Agreement, services only, and HOSPITAL shall not make, nor shall CONTRACTOR claim,

1 any reimbursement for time and expense in any manner connected with transportation to or
2 from the site at which CONTRACTOR shall or may render services hereunder.

3 5.5 HOSPITAL reserves the right to correct errors on invoices, after prior
4 notification and discussion with CONTRACTOR, and pay to CONTRACTOR the corrected
5 amounts.

6 5.6 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in
7 Exhibit A, attached hereto.

8 **6.0 TERM/TERMINATION**

9 6.1 This Agreement will be effective for an "Initial Term" from July 1, 2012, through
10 June 30, 2013 and automatically continue on a year-to-year basis. Either party may terminate
11 this Agreement, without cause, at the end of the Initial Term by giving one hundred eighty
12 (180) days prior written notice to the other party, unless otherwise terminated in accordance to
13 the provisions of Section 11 of the Agreement, or as otherwise specified herein. Either party
14 may terminate this Agreement immediately for a breach of this Agreement, by giving written
15 notice to the other parties. Failure to abide by the agreed terms and conditions may result in
16 immediate termination of the Agreement.

17 6.2 Either party may terminate this Agreement, after the Initial Term of the
18 Agreement, at any time, without cause, by giving one hundred twenty (120) days prior written
19 notice to the other party.

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

1 CONTRACTOR shall, in fact, be performing the duties hereunder.

2 6.4 In the event that there shall be a change in the Medicare or Medi-Cal Acts,
3 regulations, or general instructions (or application thereof), the adoption of new regulation(s),
4 or a change in any third-party payer reimbursement system, any of which materially affects the
5 reimbursement which CONTRACTOR or COUNTY may receive for services furnished to
6 patients through this Agreement, either party may by notice propose a new basis for
7 compensation for the services furnished pursuant to this Agreement. If such notice of new
8 basis is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter
9 to agree upon a new basis for compensation, either party may terminate this Agreement by
10 sixty (60) days notice to the other on any future date specified in such notice.

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

15 **7.0 INDEMNIFICATION**

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

1 representatives in any claim or action based upon such alleged liability.

2 With respect to any action or claim subject to indemnification herein by
3 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their
4 own choice and shall have the right to adjust, settle, or compromise any such action or claim,
5 without the prior consent of COUNTY; provided however, that any such adjustment, settlement
6 or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S
7 indemnification to COUNTY as set forth herein.

8 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has
9 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
10 the action or claim involved.

11 The specified insurance limits required in this Agreement shall in no way limit or
12 circumscribe CONTRACTOR'S obligation to indemnify and hold harmless the COUNTY herein
13 from third party claims.

14 In the event there is a conflict between this clause and California Civil Code Section
15 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall
16 not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by
17 law.

18 Liability resulting Professional acts of the CONTRACTOR shall be subject to the terms
19 of Exhibit C, attached hereto.

20 **8.0 INSURANCE**

21 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the
22 COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at
23 its sole cost and expense, the following insurance coverages during the term of this
24 Agreement.

25 8.1 **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY**

26 If the CONTRACTOR has employees as defined by the State of California, the
27 CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A)

1 and/or program of self-insurance as prescribed by the laws of the State of California. Policy
2 shall include Employers' Liability (Coverage B) including Occupational Disease with limits not
3 less than \$1,000,000 per person per accident. The Policy shall be endorsed to waive
4 subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed
5 Servant/Alternate Employer Endorsement.

6 8.2 COMMERCIAL GENERAL LIABILITY INSURANCE

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

17 8.3 VEHICLE LIABILITY

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

26 8.4 GENERAL INSURANCE PROVISIONS

27 8.4.1 Any insurance carrier providing insurance coverage hereunder shall be

1 admitted to the State of California unless waived, in writing, by the County Risk Manager.
2 Carrier(s) shall have an A.M. BEST rating of not less than an A:VIII (A:8) unless such
3 requirements are waived, in writing, by the County Risk Manager. If the County's Risk
4 Manager waives a requirement for a particular insurer such waiver is only valid for that specific
5 insurer and only for one policy term.

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

15 8.4.3 CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to
16 furnish the County of Riverside with either; 1) a properly executed original Certificate(s) of
17 Insurance and certified original copies of Endorsements affecting coverage as required herein,
18 or 2) if requested to do so orally or in writing by the County Risk Manager, provide original
19 Certified copies of policies including all Endorsements and all attachments thereto, showing
20 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
21 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall
22 be given to the County of Riverside prior to any material modification, cancellation, expiration
23 or reduction in coverage of such insurance. In the event of a material modification,
24 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
25 unless the County of Riverside receives, prior to such effective date, another properly
26 executed original Certificate of Insurance and original copies of endorsements or certified
27 original policies, including all endorsements and attachments thereto evidencing coverages

1 set forth herein and the insurance required herein is in full force and effect. CONTRACTOR
2 shall not commence operations until the County of Riverside has been furnished original
3 Certificate(s) of Insurance and certified original copies of endorsements and if requested,
4 certified original policies of insurance including all endorsements and any and all other
5 attachments as required in this Section. An individual authorized by the insurance carrier to
6 do so on its behalf shall sign the original endorsements for each policy and the Certificates of
7 Insurance.

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

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

21 8.4.6 CONTRACTOR shall pass down the insurance obligations contained
22 herein to all tiers of subcontractors working under this Agreement.

23 8.4.7 The insurance requirements described herein may be met with a
24 program of self-insurance or a combination of insurance and self-insurance. However, if
25 CONTRACTOR elects to change programs of self-insurance coverage, the CONTRACTOR
26 agrees they will meet the insurance requirements, as described above.

27 8.4.8 CONTRACTOR agrees to notify COUNTY of any claim by a third party

1 or any incident or event that may give rise to a claim arising from the performance of this
2 Agreement.

3 **9.0 OSHA REGULATION**

4 CONTRACTOR certifies awareness of the Occupational Safety and Health
5 Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA
6 standards, and laws and regulations relating thereto, and shall comply therewith as to all
7 relative elements under this Agreement.

8 **10.0 THE JOINT COMMISSION STANDARDS**

9 CONTRACTOR certifies awareness of The Joint Commission (JC) Standards for
10 Acute Care Hospitals and Ambulatory Care Clinics and shall comply therewith as to all relative
11 elements under this Agreement.

12 **11.0 WORK PRODUCT**

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

18 **12.0 RESEARCH/INVESTIGATIONAL STUDIES**

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

1 **13.0 ASSIGNMENT/DELEGATION**

2 13.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either
3 in whole or in part, without prior written consent of COUNTY, provided, however, obligations
4 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of
5 subcontracts if approved by COUNTY. No subcontract shall terminate or alter the
6 responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR
7 agrees that subcontracts developed to provide services or perform any investigational studies
8 or research at RCRMC shall contain the same obligations contained in this Agreement
9 regarding the performance of patient care services at RCRMC. Any attempted assignment or
10 delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that
11 this paragraph is not intended to limit the use of independent contractors by CONTRACTOR
12 under this Agreement.

13 13.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of
14 any subcontractor in accordance with Section 7, Indemnification.

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

20 13.4 CONTRACTOR agrees that any development of physician residency training
21 agreements wherein the resident(s) will be placed at RCRMC must be submitted at least sixty
22 (60) days in advance to RCRMC Administration for review and processing prior to making any
23 commitment to the resident(s) regarding such placement.

24 13.5 A change in the business structure of CONTRACTOR, including but not limited
25 to a change in the majority ownership, change in the form of CONTRACTOR's business
26 organization, management of CONTRACTOR, CONTRACTOR's business organization,
27 CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this

1 Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an
2 assignment for purposes of this Section.

3 **14.0 COVENANTS NOT TO COMPETE**

4 14.1 During the term of this Agreement, CONTRACTOR shall not for any reason
5 enter into an agreement with any entity or person to serve as director of, or otherwise
6 perform services in any facility within the County of Riverside and extending for a ten (10)
7 mile radius from HOSPITAL. COUNTY acknowledges CONTRACTOR'S current
8 participation with sites and various hospital facilities, including Loma Linda University
9 Medical Center Murrieta, in existence prior to this Agreement that does not conflict with the
10 performance of services required under this Agreement.

11 14.2 Any exceptions to the above can only be permitted upon the prior written
12 approval of the Hospital Director/CEO.

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

22 **15.0 WAIVER OF PERFORMANCE**

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

1 **16.0 RECORDS AND REPORTS**

2 16.1 CONTRACTOR agrees to provide to COUNTY such reports as may be
3 required by the Hospital Director, or designee, with respect to the services set forth under this
4 Agreement.

5 16.2 To the extent necessary to prevent disallowance of reimbursement under 42
6 U.S.C. 1395x(v)(l)(1), and regulations promulgated pursuant thereto, until the expiration of five
7 (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make
8 available, upon written request to the Comptroller General of the U.S. General Accounting
9 Office, or any of their duly authorized representatives, a copy of this Agreement and such
10 books, documents, and records as are necessary to certify the nature and extent of the cost of
11 the services provided by CONTRACTOR.

12 16.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records
13 and other applicable patient information as may be needed by CONTRACTOR to provide and
14 (if applicable) bill for patient care services.

15 **17.0 PERFORMANCE EVALUATION**

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

23 **18.0 CONFIDENTIALITY**

24 18.1 CONTRACTOR shall maintain the confidentiality of any and all patient records
25 and information which may be reviewed under the terms and intent of this Agreement,
26 including protection of names and other identifying information from unauthorized disclosure,
27 except for statistical information which shall not identify any patient and which shall be used

1 only for carrying out the obligations of CONTRACTOR under this Agreement.

2 18.2 CONTRACTOR shall not disclose, except as specifically permitted by this
3 Agreement, or as authorized by the patient(s), any oral or written communication, information,
4 or effort of cooperation between HOSPITAL and CONTRACTOR, or between HOSPITAL and
5 CONTRACTOR and any other party.

6 18.3 CONTRACTOR shall observe all Federal, State, and COUNTY laws and
7 regulations, including, but not limited to, the Health Insurance Portability and Accountability Act
8 of 1996 and any subsequent revisions thereto, concerning the security and privacy of patient
9 records and information.

10 **19.0 INDEPENDENT CONTRACTOR**

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

23 19.2 It is further understood and agreed by the parties hereto that CONTRACTOR in
24 the performance of its obligations hereunder is subject to the control or direction of HOSPITAL
25 merely as to the result to be accomplished by the services hereunder agreed to be rendered
26 and performed and not as to the means and methods for accomplishing the results, provided
27 always that the services to be performed hereunder by CONTRACTOR shall be provided in a

1 manner consistent with all regulatory, including federal, State, and local agencies, accrediting
2 and licensing agencies, HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and
3 policies and procedures, as may be amended from time to time, as well as community
4 standards governing such services and the provisions of this Agreement.

5 **20.0 NONDISCRIMINATION**

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

17 20.2 For the purpose of this Agreement, distinctions on the grounds of race, religion,
18 color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the
19 following:

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

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

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

27 D. Treating an eligible person differently from others in determining

1 whether he/she satisfied any eligibility, membership, or other requirement or condition which
2 individuals must meet in order to be provided a similar service or benefit.

3 E. The assignment of times or places for the provision of services on the
4 basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the
5 eligible person to be served.

6 **21.0 CONFLICT OF INTEREST**

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

12 **22.0 SEVERABILITY**

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

16 **23.0 ADMINISTRATION**

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

19 **24.0 HOSPITAL ACCREDITATION/LICENSE**

20 24.1 Any action or failure to act on the part of CONTRACTOR that results in the
21 threatened loss of accreditation or licensure of the HOSPITAL will be considered a material
22 breach of this Agreement.

23 24.2 In the event of breach of Agreement pursuant to this Section, COUNTY may
24 terminate this Agreement upon the basis of cause as set forth in Section 4,
25 TERM/TERMINATION.

26 **25.0 JURISDICTION, VENUE, AND ATTORNEY FEES**

27 This Agreement is to be construed under the laws of the State of California. The

1 parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside,
2 State of California. Should action be brought to enforce or interpret the provisions of the
3 Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other
4 relief is granted.

5 **26.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION**

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

10 **27.0 FORCE MAJEURE**

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

14 **28.0 ENTIRE AGREEMENT**

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

21 **29.0 NOTICES**

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

25

26 *////*

27

28

CONTRACTOR:

COUNTY:

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

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

Attention: Hospital Director/CEO

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

30.0 HEADING

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

31.0 COUNTERPARTS

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

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT EFFECTIVE AS OF July 1, 2012.

COUNTY:

CONTRACTOR:

Approved:

County of Riverside

By: _____
John Tavalione
Chairman, Board of Supervisors

By: _____
President

Date: _____

Date: 06/21/2012

By: Ellie Bennett For Doug Bagley
Douglas Bagley
Hospital Director/CEO

Date: 06/27/12

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS
DATE: 6/13/12

1 emergencies via phone and video. CONTRACTOR agrees to a response time within fifteen
2 (15) minutes to consult with physician staff for emergency neurology coverage at night.

3 Payments to CONTRACTOR shall be made on a monthly basis during the Term of this
4 Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified
5 below:

6 1.1 Compensation for Direct Patient Care

7 1.1.1 Inpatient Care

8 Except as otherwise noted in this Agreement, HOSPITAL shall not
9 compensate CONTRACTOR for the rendering of direct inpatient care to hospitalized
10 patients. CONTRACTOR shall be entitled to obtain payment for said inpatient care,
11 emergency room care, outpatient care, or outpatient/inpatient diagnostic professional
12 services from the patient receiving the care and/or any third party payer in accordance with
13 the laws and regulations of the State of California, the United States, and any appropriate
14 governmental agency. Non-compensated care (including but not limited to any COUNTY
15 financial obligation for patient care as identified in Section 1.3, below) shall be considered
16 covered under the payment from HOSPITAL to CONTRACTOR. CONTRACTOR shall be
17 responsible at its own expense for billing and collecting amounts owed for direct patient
18 care. CONTRACTOR shall not bill patients or HOSPITAL for services and responsibilities
19 rendered by CONTRACTOR as specified in subsection 1.3, below. HOSPITAL shall use
20 its best efforts to provide CONTRACTOR or its billing agents with all records and data
21 necessary to accomplish inpatient billing in an efficient and timely manner.

22 1.1.2 Outpatient Care

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

1.2 Performance Requirements

1.2.1 CONTRACTOR shall meet patient care performance requirements (including but not limited to, providing patient and family education in accordance with TJC standards, timely completion of medical records, Medi-Cal managed care patient-access standards, and on-time attendance for scheduled Neurology Ambulatory Care Clinic services).

Starting May 1, 2001, the following performance requirements will have penalties deducted as indicated for failure to perform:

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

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

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

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

1.3 Exclusion Billing

CONTRACTOR shall not be entitled to bill or be reimbursed separately for any COUNTY patient care (inpatient or outpatient) for Juvenile Hall patients, Riverside County jail patients, Medically Indigent Services Program (MISP) patients or patients of the Riverside County HealthCare (RCHC) program. Such claims shall be considered paid in full from the HOSPITAL monthly payment to CONTRACTOR, specified in Section 1.0, above.

2.0 Billing Cycle

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

3.0 Maximum Annual Compensation

Maximum annual compensation payable under this Agreement shall not exceed the fee schedule(s) noted below.

HOSPITAL shall pay CONTRACTOR a total of four hundred twenty thousand dollars (\$420,000) per year for the services of a minimum of one and one-half (1.5) neurology attending physicians and one-half (0.5) neurology fellow, to provide services as specified above in Exhibit A, Section 1.0.

For twenty-four (24) hour coverage of neurology services utilizing phone and telemedicine technology, HOSPITAL shall pay CONTRACTOR a total of one hundred thirty-five thousand, two hundred (\$135,200) dollars for up to three (3) activations per week, or;

For twenty-four (24) hour coverage of neurology services utilizing phone and telemedicine technology, HOSPITAL shall pay CONTRACTOR a total of one hundred fifty-two thousand (\$152,000) dollars for up to five (5) activations per week.

If the neurology coverage activations per week exceed the levels noted above, both parties agree to meet and confer regarding the services provided under this Agreement.

1 EXHIBIT C
2 TO
3 AGREEMENT BETWEEN RIVERSIDE COUNTY
4 AND
5 FACULTY PHYSICIANS AND SURGEONS OF LLUSM (CONTRACTOR)
6 PROFESSIONAL LIABILITY INDEMNITY

7 1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall
8 indemnify the CONTRACTOR and provide Professional Liability insurance to the
9 CONTRACTOR (upon approval of County Risk Management) as provided hereunder solely
10 and exclusively to the extent that it pertains to the professional medical services performed
11 under this Agreement on behalf of COUNTY, in so long as the CONTRACTOR follows and
12 does not intentionally ignore COUNTY policies and procedures and other regulatory agencies'
13 rules, laws, and standards of care or commit willful or wanton acts of negligence.

14 2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

15 2.1 The CONTRACTOR itself;

16 2.2 The CONTRACTOR's physician employees and independent physician
17 contractors; and

18 2.3 Physician extenders employed under this Agreement.

19 3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this
20 Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR
21 for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages
22 arising out of any demand for money or services by any patient or anyone claiming damages
23 on account of bodily injury or mental injury to or death of any patient caused by or alleged to
24 have been caused by error, omission, or negligence, active or passive, so long as it is not
25 deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in
26 professional services rendered or that should have been rendered by CONTRACTOR
exclusively at HOSPITAL or on behalf of COUNTY, provided always that:

1 3.1 Such malpractice results in a claim being made or legal action commenced
2 against the CONTRACTOR, and notice of such claim or action has been given in accordance
3 with the provisions contained in Section 8 of this Exhibit.

4 3.2 There shall be no liability coverage provided hereunder for any claim or action
5 against the CONTRACTOR for malpractice committed or alleged to have been committed
6 prior to the effective date of the Agreement nor following termination of this Agreement except
7 for services provided during the Term of the Agreement and/or for the CONTRACTOR or
8 physician rendering service hereunder as described in Section 2 of this Exhibit.

9 4.0 The indemnification promised hereby shall include all theories of liability against the
10 CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or
11 any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is
12 afforded by this Agreement is extended to include the CONTRACTOR only while it is acting
13 within the scope of duty pursuant to the terms of this Agreement and shall not apply to acts or
14 omissions by or at the direction of the CONTRACTOR or if intentionally committed or
15 committed with malice. In addition, the indemnification promised hereby shall not include any
16 exemplary or punitive damages levied against the CONTRACTOR, any act committed in
17 violation of any laws or ordinances resulting in a criminal conviction, professional services
18 rendered while under the influence of intoxicants or narcotics, or any practice or service not
19 required by the terms of this Agreement.

20 5.0 In providing for such indemnification, it is not the intent of either party to waive any
21 applicable statutory or other immunity from liability or any of claims requirements of the
22 Government Code. Such indemnification shall not exceed one million dollars (\$1,000,000) for
23 any single act or omission indemnifiable hereunder, or the sum of three million dollars
24 (\$3,000,000) aggregate for all acts or omissions indemnifiable hereunder per each physician
25 member which occur in any single year of this Agreement. CONTRACTOR acknowledges
26 and agrees that for any claims that exceed one million dollars (\$1,000,000) or three million
dollars (\$3,000,000) in the aggregate, CONTRACTOR shall not seek indemnification from

COUNTY, and CONTRACTOR shall assume all financial responsibility for such claims. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

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

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

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

1 8.1 During the Term of this Agreement, the CONTRACTOR shall promptly, but no
2 less than within two (2) business days, after receiving knowledge of any event described in
3 this subsection (8.1) of this Section 8, give to the persons or persons designated by the
4 County notice in writing of:

- 5 A. Any conduct or circumstances which the CONTRACTOR believes to
6 give rise to a claim for malpractice being made against the CONTRACTOR; or
- 7 B. Any claim for malpractice made against the CONTRACTOR; or
- 8 C. The receipt of notice from any person of any intention to hold the
9 CONTRACTOR responsible for any malpractice.

10 8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

- 11 A. Give to the COUNTY or its duly appointed representative any and all
12 information, assistance, and signed statements as the COUNTY may require; and
- 13 B. Assist, without cost to the CONTRACTOR, in the COUNTY's defense or
14 any claim, including without limitation, cooperating timely with the COUNTY; and, upon the
15 COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and
16 giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to
17 provide current home and work contact numbers until the full and final settlement of pay and
18 all cases involving persons mentioned in Section 2 of this Exhibit.

19 8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly
20 appointed representative, admit liability for, or settle any claim, or:

- 21 A. Incur on behalf of the COUNTY any cost or expense in connection with
22 such claim, or
 - 23 B. Give any material or oral or written statements to anyone in connection
24 with admitting or settling such claim.
- 25
26