

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 8/7/14  
 Departmental Concurrence

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

363



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
 June 25, 2014

**SUBJECT:** Approve to Amend the Professional Service Agreement with Southern California Lithotripsy  
 [All District; \$383,000; Hospital Enterprise Fund]

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

1. Approve to increase the contract aggregate amount for Southern California Lithotripsy from \$65,000 to \$79,500 annually, and authorize the Purchasing Agent to execute the Third Amendment on behalf of the County.

**BACKGROUND:**

**Summary**

Extracorporeal shockwave lithotripsy (ESWL) has become the preferred tool in the urologist's armamentarium for the treatment of renal stones, proximal stones, and midureteral stones.

*Lowell Johnson*  
 Lowell Johnson, Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 14,500	\$ 79,500	\$ 383,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Hospital Enterprise Fund 100%				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> FY2013/2014	

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

APPROVE

BY: *Debra Cournoyer*  
 Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 07/31/12; 3.46 | District: ALL | Agenda Number:

3-87

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

**FORM 11:** Approve to Amend the Professional Service Agreement with Southern California Lithotripsy [All District; \$383,000; Hospital Enterprise Fund]

**DATE:** June 25, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

ESWL is minimally invasive, exposes patients to fewer anesthesia's, and yields equivalent stone-free in appropriately selected patients. Overall, lithotripsy offers important advantage for the treatment of renal and ureteral stones and is readily performed on an out-patient basis and can be very effective in treating solitary uncomplicated stones. RCRMC's operating room performs approximately over three to four shockwave lithotripsy services per month (on average). However, there has been an upsurge for this service during fiscal year 2013/2014. Surgeons have pre-scheduled more cases therefore; an additional \$14,500 is needed to cover expenses for fiscal year 2013/2014. It is anticipated this additional amount will be needed each year to carry the hospital through the end of the contract term, June 30, 2017.

**Impact on Citizens and Businesses**

This service impacts patients receiving care from Riverside County Regional Medical Center (RCRMC).

**Contract History and Price Reasonableness**

As a result of a Request for Proposal (RFP MCARC187), Southern California was recommended as the awarded vendor. On July 31, 2012, agenda item number 3.46, the Board of Supervisors approved the professional services agreement for an aggregate amount not to exceed \$65,000 annually, with the option to renew annually through June 30, 2017.

This amendment would supplement funds to cover services for fiscal year 2013/2014 and shield the remaining fiscal years of the agreement.

**THIRD AMENDMENT TO THE AGREEMENT**

**WITH**

**SOUTHERN CALIFORNIA LITHOTRIPSY, LP**  
(Lithotripsy Services)

That certain Agreement between Riverside County Regional Medical Center ("COUNTY") and Southern California Lithotripsy, ("CONTRACTOR"), approved on July 31, 2012, Agenda Item 3.46, first amendment approved on April 3, 2013, and second amendment approved May 12, 2014, is hereby amended as follows:

- 1. Amend the language of **Section 3.1**, and replace with the following:

"The County shall pay the Contractor for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions in which the flat rate will remain at \$1,500 per case for lithotripsy services (that includes Radiology Technicians). Maximum payments by County to Contractor shall not exceed seventy nine thousand five hundred dollars (\$79,500) annually including all expenses. The County is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless other specifically stated in Exhibit B, County shall not be responsible for payment of any of Contractor's expenses related to this Agreement."

- 2. All other terms and conditions of this AGREEMENT are to remain unchanged.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

CONTRACTOR  
**Southern California Lithotripsy, LP**  
By: Medstone International, Inc., its general partner

By: *Gary Kozen*  
Gary Kozen  
Type or Print Name

Vice President  
Type or Print Title

Date: 7/28/14

COUNTY

By: \_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Title

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

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kannis* DATE: \_\_\_\_\_

**HEALTHTRONICS**  
**APPROVED BY:** *GK*