

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 9/25/14

Departmental Concurrence

205



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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
September 18, 2014

SUBJECT: Approval of the Third Amendment to the Riverside Community College District Agreement.
Districts: All [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the third amendment to the Riverside Community College District (RCCD) Physician Assistant Mental Health Fellowship Program; and

BACKGROUND:

The RCCD and Riverside County Regional Medical Center Family Practice Physicians have agreed to be a training site for the mental health physician assistant fellowship program at RCCD to ensure physician assistant students receive an appropriate wide variety of clinical experiences. This amendment provides an update to the language required for the Cooperative Educational Agreement.

Lowell Johnson
Chief Executive Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Enterprise Funds
Budget Adjustment: NO
For Fiscal Year: 2014/2015

C.E.O. RECOMMENDATION:

APPROVE

BY:
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3-27

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Third Amendment to the Riverside Community College District**

Agreement Districts: All [\$0]

DATE: September 18, 2014

PAGE: 2 of 2

Impact on Residents and Businesses

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

Contract History and Price Reasonableness

This fellowship program will provide on-site education and training a maximum of three (3) graduate physician assistants, per fellowship rotation, for the care of patients in the clinical field of psychiatry. RCRMC will continue to meet with RCCD to develop and operate the program incorporating the principles of the Medical Health Services Act.

THIRD AMENDMENT
TO THE
COOPERATIVE EDUCATIONAL AGREEMENT
BETWEEN
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(PHYSICIAN ASSISTANT PROGRAM)

That certain Agreement between the Riverside County Regional Medical Center ("HOSPITAL"), on behalf of the County of Riverside ("COUNTY"), and Riverside Community College District ("RCCD") dated March 23, 1998, first amendment effective January 1, 2010, second amendment effective July 1, 2011, is hereby amended a third time, effective July 1, 2014, as follows:

Both parties having reviewed the original document and subsequent amendments, agree on the following updates to the Cooperative Educational Agreement:

1. Delete Paragraph 7 and replace it with:

No person shall be discriminated against on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law.

If at any time during this Agreement either party is made aware of any complaints for discrimination, harassment or retaliation concerning a student in the program, an employee of either party, or a Hospital patient, the parties agree to cooperate in the investigation of these complaints and share information.

2. Delete Paragraph 22 and replace it with:

A strict code of confidentiality is to be maintained. All information obtained from patient records is to be held in confidence. No copies of patient records shall be made, and no records or copies thereof are to be removed from the Hospital. RCCD shall require its students and faculty placed at Hospital to maintain confidentiality of each patient's records pursuant to State and Federal laws regarding confidentiality of patient information and records. Patients shall not be identified in any manner in reports or case studies undertaken by students. In the event of an accident or incident, the patient may be identified in the RCCD's confidential internal records only. Students and instructors of the Program may inform the RCCD Director of the Program regarding incidents or issues related to students and instructor performance under this Agreement, but RCCD shall maintain all such information in confidence. The RCCD and its employees, agents or students having any access to records Hospital's patients shall observe the confidentiality policies and procedures of Hospital, as well as all federal, state and local regulations concerning the security and confidentiality for records, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The parties agree to cooperate in the event any claim or legal action is filed against either party related to this agreement.

3. Paragraph 26 is to be updated as follows:

Notices to RCCD are to be addressed to:

Roslynn Byous, Program Director,
Riverside Community College District, Physician Assistant Program
16130 Lasselle St.
Moreno Valley, CA 92551

With a copy to:

General Counsel
Riverside Community College District
4800 Magnolia Ave.
Riverside, CA 92506

All other terms and conditions of the original Agreement, and subsequent amendments, are to remain unchanged.


IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Amendment, effective upon the date of signature below.

Approved:

COUNTY:

RIVERSIDE COMMUNITY
COLLEGE DISTRICT

By: _____
Jeff Stone
Chair, Board of Supervisors

By: 
Dr. Sandra Mayo
President
Moreno Valley College

Dated: _____

Dated: 7/16/14

HOSPITAL

By: 
Lowell Johnson
CEO

Dated: 6/9/14

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

7 & C expand services beyond stroke

**INTERFACILITY TRANSFER AGREEMENT BETWEEN
LOMA LINDA UNIVERSITY MEDICAL CENTER
AND RIVERSIDE COUNTY REGIONAL MEDICAL CENTER**

This Transfer Agreement for patients in need of specialized hospital services is made and entered into as of December 1, 2013 by and between Loma Linda University Medical Center ("LLUMC") located at 11234 Anderson Street, Loma Linda, California, 92354 and Riverside County Regional Medical Center ("TRANSFERRING HOSPITAL") located at 26520 Cactus Ave, Moreno Valley, CA 92555, with respect to the following:

RECITALS

- A. LLUMC is a general acute care hospital licensed by the State of California and recognizes a professional and community responsibility to provide comprehensive, cost effective medical care of high quality for critically ill patients and is organized to enhance the effectiveness of care in San Bernardino County, and other areas as deemed appropriate. LLUMC is a tertiary level medical center and Level I trauma center which provides other specialized hospital services in compliance with the requirements of Title 22 of the California Code of Regulations and LLUMC is willing to provide specialized hospital services for patients in need of transfer from TRANSFERRING HOSPITAL.
- B. TRANSFERRING HOSPITAL is a general acute care hospital licensed by the State of California and is desirous of entering into an agreement for the transfer of certain patients from TRANSFERRING HOSPITAL to LLUMC for specialized hospital services as deemed appropriate by an accepting physician at LLUMC and a transferring physician at TRANSFERRING HOSPITAL.
- C. The parties have determined that it would be in the best interest of patient care to enter into a transfer agreement for transfer of patients from TRANSFERRING HOSPITAL to LLUMC for specialized hospital services.

AGREEMENT

- 1. RESPONSIBILITIES OF LLUMC
 - a) Maintain Required Licenses and Approvals. LLUMC represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by the Joint Commission on Accreditation of Healthcare Organizations. LLUMC further represents that it is currently, and for the duration of this agreement shall remain, licensed in accordance with the licensing provisions of Title 22 of the California Code of Regulations.

- b) Compliance with Laws and Regulations. During the term of this Agreement, LLUMC shall comply with all state and federal laws, rules and regulations that are applicable to its operation.

- c) Provision of Comprehensive Medical Services. LLUMC is a tertiary center providing a high level of comprehensive medical care to the community and surrounding area. If an attending physician appropriately credentialed as a member of LLUMC's Medical Staff requests admission of a patient with an emergency medical condition, LLUMC shall admit such patient consistent with its obligations under the Emergency Medical Treatment and Active Labor Act ("EMTALA"). For patients that have been admitted to TRANSFERRING HOSPITAL, but are in need of specialized hospital services available at LLUMC, LLUMC shall admit the patient as promptly as possible provided admission and transfer are in accordance with applicable federal and state laws and regulations and with LLUMC's policies and provided that LLUMC has appropriate facilities and personnel available to accommodate the patient. In situations where transfer of a non-emergent patient for specialized hospital services is sought, the TRANSFERRING HOSPITAL must make financial arrangements to compensate LLUMC and physicians on its medical staff for any hospital and physician services to be rendered to such patient. Such financial arrangements must be made with LLUMC prior the transfer of the patient.

2. RESPONSIBILITIES OF TRANSFERRING HOSPITAL

- a) Maintain Required Licenses and Approvals. TRANSFERRING HOSPITAL represents that it is currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the California Health and Safety Code and that it is accredited by and shall maintain its accreditation by the Joint Commission on Accreditation of Healthcare Organizations or other accrediting organization.

- b) Compliance with Laws and Regulations. During the term of this Agreement, TRANSFERRING HOSPITAL shall comply with all state and federal laws, rules and regulations that are applicable to its operation.

- c) Acceptance of Patients by TRANSFERRING HOSPITAL After Completion of Specialized Hospital Services at LLUMC. TRANSFERRING HOSPITAL shall accept the return of patients who were originally transferred from TRANSFERRING HOSPITAL to LLUMC for specialized hospital services once the specialized hospital services are completed at LLUMC as determined in the professional medical judgment of patient's attending physicians at LLUMC, such patient shall be transferred back to TRANSFERRING HOSPITAL for further treatment and care. TRANSFERRING HOSPITAL

agrees to the return of such patient once specialized hospital services are completed at LLUMC.

3. SELECTION OF PATIENTS FOR TRANSFER

- a) Transfers from TRANSFERRING HOSPITAL to LLUMC. Transfer of patients to LLUMC by TRANSFERRING HOSPITAL shall be initiated at such time as the attending physician at TRANSFERRING HOSPITAL determines that the patient requires transfer to LLUMC for specialized hospital services and an attending physician at LLUMC agrees and approves the admission of the patient to LLUMC.
- b) Transfer from LLUMC to TRANSFERRING HOSPITAL. Transfer of patients back to TRANSFERRING HOSPITAL shall be initiated at such time as the attending physician at LLUMC determines that the patient no longer requires continued inpatient services at LLUMC.

4. TRANSPORTS FROM TRANSFERRING HOSPITAL TO LLUMC

- a) Consent to Transfer. TRANSFERRING HOSPITAL shall contact LLUMC prior to initiating the transfer and shall only transfer patients to LLUMC after being advised by the appropriate personnel that LLUMC has consented to the patient's transfer.
 - i) At the time of transfer, or in the case of an emergency, as promptly as possible thereafter, TRANSFERRING HOSPITAL will send with each patient the completed transfer and referral forms mutually agreed upon by the parties to provide the medical and administrative information necessary to determine the need for and appropriateness of the transfer, and to enable continuing care to the patient.
 - ii) TRANSFERRING HOSPITAL will make every effort to stabilize the patient in order to minimize the risks associated with the transfer.
 - iii) TRANSFERRING HOSPITAL will initiate the transfer when, in the judgment of the attending physician at TRANSFERRING HOSPITAL, the medical benefits to be derived by receiving specialized hospital services at LLUMC outweigh the medical risks of keeping the patient at TRANSFERRING HOSPITAL subject to the terms and provisions of federal and state law including, but not limited to, the Emergency Medical Treatment and Active Labor Act ("EMTALA").
 - iv) Except in emergencies, TRANSFERRING HOSPITAL shall provide the patient or patient's legally authorized representative a complete explanation of the need for the transfer and the alternatives to such a

transfer, and shall secure the written consent of the patient or the patient's legally authorized representative to the transfer.

- v) In the event the patient is transferred to LLUMC for a specific test or procedure where the patient will be returning to TRANSFERRING HOSPITAL, TRANSFERRING HOSPITAL shall provide the patient or the patient's legally authorized representative a complete explanation of the need for the transfer and the alternatives to such a transfer, and shall secure the written consent of the patient or patient's legally authorized representative to the transfer.

- 1. LLUMC shall be responsible for assuring that the contemplated test or procedure is performed and that the patient is returned to TRANSFERRING HOSPITAL. LLUMC shall provide the patient or the patient's legally authorized representative a complete explanation of the need for the specific test or procedure and the alternatives to such test or procedure, and shall secure the written consent of the patient or the patient's legally authorized representative to the specific test or procedure.

- b) Transportation. TRANSFERRING HOSPITAL shall arrange, coordinate and be financially responsible for the method of transportation of the patient to LLUMC and shall assume responsibility for the patient's care and safety during transport. A physician at TRANSFERRING HOSPITAL shall designate the appropriate level of care, including qualified personnel and appropriate equipment, based on the patient's condition that is required for the transfer.

- 5. TRANSPORTS FROM LLUMC TO TRANSFERRING HOSPITAL: DISCHARGE
When the treating physician at LLUMC determines that the patient no longer requires specialized hospital services at LLUMC and the admitting physician agrees, the patient shall be transferred back to TRANSFERRING HOSPITAL or discharged pursuant to LLUMC's discharge policies. TRANSFERRING HOSPITAL shall arrange, coordinate and be financially responsible for the method of transportation of the patient from LLUMC back to TRANSFERRING HOSPITAL and shall assume responsibility for the patient's care and safety during transport. A physician at LLUMC shall designate the appropriate level of care, including qualified personnel and appropriate equipment, based on the patient's condition that is required for the transfer back to TRANSFERRING HOSPITAL.

6. TRANSFER OF DOCUMENTS AND LABORATORY SPECIMENS

- a) Document Transfer. The transferring party shall supply all medical and financial information and applicable laboratory information to the receiving party at the time of transfer or as soon thereafter as possible to ensure continuity of care. This

shall include a copy of all patient medical records to date, a summary transfer note by the patient's physician including the patient's diagnosis, progress notes to date, nurses' notes, laboratory reports, indications for transfer, x-rays, signed consent forms, and Medi-Cal transport authorization if appropriate.

- b) Communications: Completion of Transfer Process. The referring physician shall contact the LLUMC and whenever possible should relay directly all pertinent information to the physician at LLUMC who will assume care of the patient. The receiving physician at LLUMC will communicate with the TRANSFERRING HOSPITAL regarding the status of the transferred patient. Any pertinent lab and radiological data not sent with the patient at the time of transfer shall be forwarded to the LLUMC when it becomes available.
- c) Personal Property. The transferring party shall be responsible for the transfer or other appropriate disposition of the patient's personal property.

7. BILLING; COLLECTIONS

Billing. In the event TRANSFERRING HOSPITAL is treating a patient in its emergency department and TRANSFERRING HOSPITAL concludes that the patient has an emergency medical condition as defined under EMTALA, and TRANSFERRING HOSPITAL determines that the patient is in need of specialized hospital services available at LLUMC, LLUMC shall accept such patient subject to its bed and staffing availability in accordance with the requirements of the EMTALA statute. For all other non-emergent patients or admitted patients at TRANSFERRING HOSPITAL in need of specialized hospital services that TRANSFERRING HOSPITAL wishes to transfer, TRANSFERRING HOSPITAL must make financial arrangements with LLUMC prior to the transfer of such patient. The financial arrangements must be in writing pursuant to a signed letter of agreement. LLUMC will bill any applicable third party payor for such patient for all services rendered by LLUMC, but TRANSFERRING HOSPITAL will be responsible for the difference between the patient's third party payor payment (including Medicare and/or Medi-Cal) and the applicable Medicare DRG and/or APC rates plus thirty percent (30%). In the event any patient's third party payor does not pay LLUMC within forty-five (45) days from the date of each LLUMC interim or final bill, TRANSFERRING HOSPITAL shall immediately pay LLUMC the applicable Medicare DRG and/or APC rate plus thirty percent (30%) for all services rendered by LLUMC. At such time as any third party payor pays LLUMC for services rendered, LLUMC will refund to TRANSFERRING HOSPITAL any such amount paid by the third party payor (including Medicare and/or Medi-Cal) for the respective patient. Any amounts paid by the third party payor above the applicable Medicare DRG and/or APC rate plus thirty percent (30%) shall be retained by LLUMC. If the patient is indigent or uninsured, TRANSFERRING HOSPITAL shall be responsible for payment to LLUMC for all services rendered by LLUMC at the applicable Medicare DRG and/or APC rate plus thirty percent

(30%). In the event TRANSFERRING HOSPITAL transfers a patient that TRANSFERRING HOSPITAL represents to LLUMC has an emergency medical condition, LLUMC physicians shall assess such patient and determine whether the patient in fact had an emergency medical condition. If it is determined by LLUMC in its sole and absolute discretion that the patient did not have an emergency medical condition at the time of transfer, TRANSFERRING HOSPITAL shall be responsible for payment for all services rendered by LLUMC to such patient at the rate of the applicable Medicare DRG and/or APC rate plus thirty percent (30%).

8. INSURANCE

Each party shall maintain professional liability insurance with limits no less than those customarily carried by similar facilities.

9. INDEMNIFICATION

- a) LLUMC. LLUMC agrees to indemnify, defend and hold harmless TRANSFERRING HOSPITAL, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees, incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage resulting from the negligent acts or failures to act of LLUMC, its trustees, officers, medical staff, agents or employees.
- b) TRANSFERRING HOSPITAL. TRANSFERRING HOSPITAL agrees to indemnify, defend and hold harmless LLUMC, its trustees, officers, medical staff, agents and/or employees from and against any and all liability and expense, including reasonable defense costs and legal fees incurred in connection with any claims or demands for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage resulting from the negligent acts or failures to act of TRANSFERRING HOSPITAL, its trustees, officers, medical staff, agents or employees.

10. CONFIDENTIALITY AND MAINTENANCE OF RECORDS

Each party agrees to maintain adequate records of all patients covered by this Agreement and agrees that the information and records obtained in the course of providing services pursuant to this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state laws and regulations. The parties do not waive their rights pursuant to California Evidence Code § 1157. These confidentiality provisions shall remain in effect notwithstanding any subsequent termination of this Agreement.

11. AMENDMENTS

This Agreement may be amended at any time by mutual agreement of the parties, provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the parties.

12. ENTIRE AGREEMENT

The Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by an oral or written representation or statement not expressly contained herein.

13. ASSIGNMENT

Neither party shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

14. HEADINGS

The headings of the sections contained on this agreement are for the convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this agreement.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California.

16. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between LLUMC and TRANSFERRING HOSPITAL other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective trustees, officers, directors, medical staff or employees, shall be construed to be the agent, employee or representative of the other. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

17. SEVERABILITY

If any provision of this Agreement is deemed invalid or unenforceable by a court of appropriate jurisdiction, then the unenforceable or invalid provisions shall be deemed to be deleted from this Agreement. All remaining provisions of this Agreement shall be deemed to be in full force and effect.

18. WAIVER

No assent or waiver, express or implied, of any breach of anyone or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

19. NOTICES

Whenever under the terms of this Agreement written notice is required to be given by one party to the other party, such notice shall be delivered by hand or sent by United States Registered or Certified mail, postage prepaid and return receipt requested. All notices or other communications between the parties hereto provided for in this Agreement shall be directed to the parties at the addresses below or at such other place or places as the parties shall give written notice of:

To LLUMC: Loma Linda University Medical Center
Attention: Vice President of Contracting
11285 Mountain View Ave. #42
Loma Linda, CA 92354

With copy to: Loma Linda University Medical Center
Attention: Office of General Counsel
11234 Anderson Street
Loma Linda, CA 92354

To
TRANSFERRING
HOSPITAL: Riverside County Regional Medical Center
Attn: CEO
26520 Cactus Ave,
Moreno Valley, CA 92555

20. EXCLUSIVE CONTROL; EXCLUSIVE ENGAGEMENT

The governing bodies of TRANSFERRING HOSPITAL and LLUMC shall have exclusive control of policies, management, assets and affairs of its respective institutions. Neither institution shall assume any liability by virtue of this Agreement for any debts or other obligations incurred by the other party of this Agreement. Nothing in this Agreement shall be construed as limiting the rights of either institution to contract with any other medical facility on a limited or general basis.

21. TERM AND TERMINATION

- a) Term. The term of this Agreement commences December 1, 2013 and shall continue in effect for one (1) year unless terminated as provided herein.
- b) On the expiration date, and on each annual anniversary date of this Agreement thereafter, this Agreement shall be automatically renewed for an additional one-year term unless and until either Party gives the other Party written notice of its intention to terminate the agreement subject to the terms of the Termination provision below.
- c) Termination. This Agreement may be terminated by either party without cause upon thirty (30) days advance written notice to the other party. However, this

Agreement shall be automatically terminated in the event either party loses the insurance coverage required herein, or its license, accreditation or any other licensure or certification necessary to provide the services contemplated by this Agreement. If either party loses any such insurance coverage, licensure, accreditation or certification, such party shall notify the other party within 48 hours.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above

“LLUMC”

(“TRANSFERRING HOSPITAL”)

**LOMA LINDA UNIVERSITY
MEDICAL CENTER**

By: _____

By: _____

Date: _____

Date: _____