

FORM APPROVED COUNTY COUNSEL 12/1/14
 BY: *[Signature]* GREGORY P. PRAMOS DATE



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

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
 November 26, 2014

SUBJECT: Approval of Professional Medical Service Agreement with Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group without securing competitive bids [A1] District; \$775,000, Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the attached Professional Medical Services Agreement with Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group (FP&S LLUSM), without securing competitive bids, in accordance with Ordinance 459.4 effective December 1, 2014 through June 30, 2015, to include automatic annual renewals, for an aggregate amount not to exceed \$775,000 annually; and
2. Authorize the Purchasing Agent to sign amendments that do not change the substantive terms of the agreement including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND:

Summary

Government Code Section 31000 authorizes the County to contract for professional medical services to be provided by persons specifically trained, experienced, and competent to perform required medical services.

[Signature]
 Zareh H. Sarrafian, Hospital CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 775,000	\$ 775,000	\$ 0	\$ 775,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Hospital Enterprise Fund 100%				Budget Adjustment: No	
				For Fiscal Year: 2014/2015	

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
 Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-32

Departmental Concurrence

PURCHASING & FLEET SERVICES: Lisa Brandl, Director

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Professional Medical Service Agreement with Faculty Physicians and Surgeons of
LLUSM, dba Loma Linda University Faculty Medical Group without securing competitive bids [All District;
DATE: November 26, 2014 \$775,000, Hospital Enterprise Fund]
PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

Riverside County Regional Medical Center (RCRMC) has a need to obtain oncology/hematology services for the purpose of continuing to serve ongoing community needs, improving the related patient care provided at the hospital, and complying with requirements of Title 22 for acute care hospitals and Title 10 for managed care.

Through this organized health care arrangement with FP&S LLUSM, they will provide oncology/hematology outpatient clinical services, administrative duties, and supervisory duties, teaching services, inpatient care, clinical support and communication with primary care physicians, development of treatment protocols and supervision of oncology/hematology infusion services on-site at the hospital.

Impact on Citizens and Businesses

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

Contract History and Price Reasonableness

In accordance with Ordinance 459.4, without securing competitive bids, this professional medical service agreement was established to ensure the hospital is able to provide services of oncology/hematology to both inpatients and outpatients of RCRMC. The contract is expected to begin December 1, 2014 through June 30, 2015 for the initial term, and shall thereafter automatically renew on a year-to-year basis.

As a result of contract negotiations, it has been established that the hospital shall reimburse FP&S LLUSM a total of \$775,000 annually, payable in equal monthly payments during the term of the agreement for the services of adequate number of physicians and/or allied health professionals. The cost to this agreement is not new or supplemented to the hospital's budget; since FP&S LLUSM is essentially supplanting the responsibilities of the previous provider, Wilshire Oncology at the same negotiated rates.

Date: December 29, 2014
From: Zareh Sarrafian, Hospital Director Department/Agency: RCRMC
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Riverside County Regional Medical Center (RCRMC) must obtain a full range of oncology/hematology health care services to meet the ongoing community needs and to meet the requirements of Title 22 for acute care hospitals and Title 10 for managed care requirements Departments.
2. **Supplier being requested:** Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group (FP&S, LLUSM)
3. **Alternative suppliers that can or might be able to provide supply/service:** Government Code Section 31000 authorizes the County to contract for professional medical services to be provided by persons specifically trained, experienced, and competent to provide required both inpatient and outpatient medical services.
4. **Extent of market search conducted:** Other vendors were considered and it was determined based upon availability, experience, and willingness to negotiate favorable rates, along with availability of resources at FP & S LLUSM, this group of health care professionals is the best resource to be able to provide all required hematology/oncology services.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** FP & S LLUSM, will provide oncology/hematology outpatient and inpatient clinical services, administrative duties, supervisory duties, teaching services, clinical support and communication with primary care physicians, development of treatment protocols and supervision of oncology/hematology infusions services on-site at RCRMC.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The hospital is required to make oncology/hematology health care services available at the Hospital as part of the hospital license and to meet the needs of the community. If these services are not available at the hospital, patients requiring these health care services will be transferred to health care facilities where hematology/oncology health care services are available.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** In accordance with Ordinance 459.4, without securing competitive bids, this professional medical service agreement was established to ensure the hospital is able to provide both inpatient and outpatient oncology/hematology professional and chemotherapy infusion services at the hospital. As a result of contract negotiations, it has been established that the hospital shall reimburse FP&S LLUSM, a total of \$775,000 annually, payable in monthly payments during the term of the agreement for the services of an adequate number of health care professional to meet the needs of the hospital. The cost of this agreement is not new or supplemented to the hospital's budget as the prior provider was paid at the same negotiated rates.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No

9. **Period of Performance:** The period of performance for this project is an annual renewal for professional services.

Jennifer Chubseranc

12/29/14

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$

775,000.00

One time

Annual Amount through

Lisa Brandl

12/29/14

15-353

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
AND
FACULTY PHYSICIANS AND SURGEONS OF LLUSM,
dba LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP
FOR
HEMATOLOGY/ONCOLOGY SERVICES

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**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES**

This Agreement is entered into by and between the County of Riverside (COUNTY), a political subdivision of the State of California, on behalf of the Riverside County Regional Medical Center (HOSPITAL) and Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group (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 oncology and hematology 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.

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.

1.6 "COUNTY Patients" shall mean patients treated by the CONTRACTOR in

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

11 **2.0 DESCRIPTION OF SERVICES**

12 **2.1 COMPLIANCE WITH HOSPITAL MISSION, VISION, AND VALUES**

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

18 **2.2 CONTRACTOR STAFFING**

19 CONTRACTOR shall:

20 A. Provide adequate staffing to assume medical care responsibilities for
21 Oncology/Hematology services under the direction of the Department of Medicine
22 (DEPARTMENT) and the HOSPITAL Medical Director. This shall include ensuring that there
23 are adequate numbers of qualified hematology/oncology, physicians on-site at HOSPITAL to
24 provide oncology/hematology outpatient services at the HOSPITAL for eight (8) half-day
25 oncology clinics per week and one (1) half-day hematology clinic per week and physician
26 oversight of infusion center services. CONTRACTOR shall staff to adequately perform
27 diagnostic procedures, consultations, clinic services relating to oncology/hematology,

1 supervision of chemotherapy services and on-call availability as specified in Section 1.6 of this
2 Agreement. All administrative issues shall be directed to the HOSPITAL Chief of Medical Staff
3 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 oncology/hematology physicians to provide hematology/oncology professional services for the
7 HOSPITAL Oncology Infusion Center, Oncology/Hematology Clinic(s), inpatient and
8 oncology/hematology consultation services for the HOSPITAL, and other areas as may be
9 needed.

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

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

20 2.3 CONTRACT COORDINATOR

21 CONTRACTOR agrees to provide the services of a physician who is
22 acceptable to HOSPITAL to serve as the CONTRACTOR contract coordinator
23 (COORDINATOR) for purposes of negotiation, implementation, and coordination of the
24 fulfillment of responsibilities under this Agreement. CONTRACTOR shall not replace the
25 approved CONTRACTOR physician COORDINATOR without the prior approval of the
26 HOSPITAL. Richard Peverini, M.D. shall serve as COORDINATOR for Hematology/Oncology
27 Services in this capacity until such time as mutually agreeable.

1 2.4 STAFF REMOVAL

2 2.4.1 COUNTY shall reserve the right, exercisable in its discretion after
3 consultation with CONTRACTOR, to exclude any CONTRACTOR physician or other
4 CONTRACTOR staff from its premises in the event such person's conduct or state of health is
5 deemed objectionable or detrimental, having in mind the proper administration of COUNTY
6 facilities and according to HOSPITAL Medical Staff Bylaws, Rules, and Regulations as may be
7 amended from time to time.

8 2.4.2 Notwithstanding any other provision of the Agreement, CONTRACTOR
9 will ensure that any CONTRACTOR physician or healthcare professional assigned to
10 COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter
11 is fully resolved to the satisfaction of COUNTY.

12 2.4.3 The professional services of CONTRACTOR shall be subject to the
13 HOSPITAL Medical Staff Appeals Provision of the Medical Staff Bylaws, Rules, and
14 Regulations, or other appropriate rule or regulation of HOSPITAL as may be amended from
15 time to time.

16 2.5 HEMATOLOGY/ONCOLOGY SERVICES

17 2.5.1 Services to be provided for adults will include, but not be limited to,
18 hematology/oncology ambulatory clinical services, development of treatment protocols,
19 supervision of chemotherapy administration by all techniques, ordering of chemotherapy
20 agents, inpatient and outpatient consultations, and diagnostic testing (as applicable).

21 2.5.2 CONTRACTOR will provide inpatient and outpatients consultation on a
22 routine and emergency basis.

23 2.5.3 CONTRACTOR will provide oversight for the HOSPITAL's Infusion
24 Center Services.

25 2.5.4 For each patient, CONTRACTOR will provide available educational
26 information to patients for each stage of their disease along with a treatment plan.

1 2.6 ON-CALL COVERAGE

2 CONTRACTOR will provide on-call coverage fifty-two (52) weeks per year,
3 twenty-four (24) hours per day, seven (7) days per week as coordinated by the Chief of the
4 Department of Medicine.

5 **3.0 RESPONSIBILITIES**

6 3.1 CONTRACTOR AND COUNTY

7 Each party agrees to maintain an environment which is conducive to quality
8 medical care provision and training as it pertains to oncology/hematology services by providing
9 facilities to properly care for patients and by encouraging critical dialogue between teaching
10 staff and trainees through rounds, conferences, and patient care procedures.

11 3.2 CONTRACTOR

12 3.2.1 CONTRACTOR agrees to provide hematology/oncology services a
13 minimum of eight (8) one-half day clinics per week. A half-day clinic is defined herein as a
14 minimum of four (4) hours in a 24-hour period. In addition consultations will be provided on a
15 daily basis.

16 3.2.2 CONTRACTOR shall be obligated to:

17 A. Respond by phone consultation or on-site at HOSPITAL for
18 hematology/oncology services in accordance with HOSPITAL Medical Staff Bylaws, Rules,
19 and Regulations, and related HOSPITAL policies and procedures.

20 B. Assume responsibility for the professional operation and
21 professional services of the Division of Hematology/Oncology. Any esoteric, unusual, or other
22 patient care procedures that cannot be reasonably performed through the DIVISION or
23 DEPARTMENT will be sent to an outside provider mutually agreeable to the patient and
24 parties hereto.

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

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

5 **3.2.3 Employer Obligations**

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

17 **3.2.4 Administrative Obligations**

18 CONTRACTOR shall:

19 A. Assist to establish rules and regulations for the operation of the
20 oncology/hematology services with its appropriate areas including, but not limited to, Oncology
21 Clinic, Hematology Clinic, Emergency Department, Inpatient services, Infusion Center services
22 and Consultative services.

23 B. Assist to establish criteria for issuing oncology/hematology
24 clinical and practice privileges and assist when requested to review the credentials of all
25 physicians applying for clinical privileges in the DEPARTMENT in all of its areas of service for
26 making appropriate recommendations for approval by the Chief of the DEPARTMENT,
27 HOSPITAL Medical Staff Credentials Committee for physicians, and by the Medical Executive

1 Committee for all.

2 C. Provide proctoring and review on a regular basis for the clinical
3 and educational performances of all oncology/hematology healthcare professionals working
4 on-site at HOSPITAL in accordance with any applicable HOSPITAL Medical Staff Bylaws,
5 Rules, and Regulations, and HOSPITAL policies and procedures, as well as Accreditation
6 Council for Graduate Medical Education (ACGME), American Board of Osteopathic Medicine,
7 and The Joint Commission (TJC) standards as applicable.

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

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

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

1 of COUNTY and CONTRACTOR.

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

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

6 1. Name, address, and telephone number.

7 2. Health care providers and/or health insurance.

8 3. All other reasonable information about the physicians, other
9 staff, or trainees as requested by COUNTY.

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

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

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

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

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

26 M. In coordination with the Chief of the Department of Medicine,
27 provide monthly schedules for physicians.

1 **3.2.5 Additional Supervisory/Management Responsibilities**

2 3.2.5.1 CONTRACTOR shall ensure that:

3 A. Those physicians designated by CONTRACTOR
4 pursuant to this Agreement shall be responsible for supervising and monitoring all inpatient
5 and outpatient oncology/hematology services provided by the Division of
6 Oncology/Hematology, as coordinated with the Chief of the Department of Medicine.

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

11 3.2.5.2 CONTRACTOR agrees:

12 A. That responsibility for direct patient care and supervision of
13 oncology/hematology services includes attendance and participation in Tumor Board and
14 Cancer committee meetings and ongoing quality improvement activities in accordance with the
15 HOSPITAL Performance Improvement and Patient Safety Plan, as approved by the Riverside
16 County Board of Supervisors.

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

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

22 D. To work closely with tumor board registrars to ensure
23 they have adequate information to meet their reporting requirements.

24 **3.2.6 Projection of Needs**

25 CONTRACTOR agrees to assist in projection of space, personnel, and
26 equipment needs annually for the areas of responsibility by this Agreement for each County
27 fiscal year and project needs for future years as required by HOSPITAL. Such evaluations

1 and projections will be submitted in writing to HOSPITAL Medical Director.

2 **3.2.7 Use of Premises**

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

7 **3.2.8 Clinic Budget**

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

11 **3.2.9 License and/or Certification**

12 3.2.9.1 CONTRACTOR verifies upon execution of this Agreement
13 possession of a current and valid license in compliance with any local, State, and federal laws
14 and regulations relative to the scope of services to be performed under this Agreement.

15 3.2.9.2 CONTRACTOR verifies that services shall be performed at all
16 times by qualified, properly trained, and licensed or certificated staff in the field of
17 oncology/hematology services.

18 **3.2.10 Infectious Disease Certification**

19 CONTRACTOR shall, within ten (10) days of signing this Agreement,
20 and annually thereafter, provide HOSPITAL Administration, a current written report, signed by
21 the properly qualified party performing the examination, verifying that CONTRACTOR
22 personnel are able to perform the assigned duties and are free from symptoms indicating the
23 presence of infectious disease. Said report shall initially contain the results of a skin test for
24 tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray and
25 Hepatitis B test. CONTRACTOR personnel shall not perform any services hereunder if the
26 personnel evidence symptoms of any infectious disease.

1 3.2.11 **Miscellaneous**

2 CONTRACTOR will:

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

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

9 C. Be accountable for being in compliance with all billing
10 regulations and laws regarding provision of oncology/hematology services and physician
11 consultations as well as in conjunction with residency supervision.

12 D. Follow protocols and procedures for inmates being served by
13 the HOSPITAL and requiring oncology/hematology services.

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

16 F. CONTRACTOR agrees to assist HOSPITAL, upon request, in
17 planning, developing, and establishing specialty care clinics for the effective management of
18 oncology/hematology patients care.

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

23 **4.0 COUNTY**

24 4.1 It is mutually agreed and understood that the Hospital receives funds from the
25 COUNTY, which, in aggregate, are used to support the clinical operations of HOSPITAL. In
26 the event the COUNTY ceases to provide the Hospital with funding to support clinical
27

1 operations, this Agreement shall be deemed terminated and of no further force and effect
2 immediately in receipt of COUNTY'S notification to CONTRACTOR. The parties understand
3 that such event would require the complete withdrawal of all COUNTY funding to Hospital.
4 Should termination of this Agreement, occur due to non-availability of COUNTY funds, any
5 existing inpatient services being provided by CONTRACTOR at HOSPITAL shall continue until
6 patient discharge. In the event of such termination, CONTRACTOR shall be entitled to
7 reimbursement of costs in accordance with Section 3, Compensation, of this Agreement.

8 4.2 COUNTY agrees to:

- 9 A. Maintain State licensure through the California Department of
10 Health Services and accreditation status with The Joint Commission.
- 11 B. Provide sufficient information about its specific needs so that
12 CONTRACTOR may provide the appropriate staff with the necessary skills and experience.
- 13 C. Assist CONTRACTOR, on a continuing basis, with the
14 evaluation of CONTRACTOR staff by providing performance information to the
15 CONTRACTOR COORDINATOR.
- 16 D. Immediately notify CONTRACTOR of any particular problems
17 regarding staff.
- 18 E. Provide necessary emergency health care or first aid required by
19 an accident occurring at COUNTY facilities.
- 20 F. Retain ultimate professional and administrative accountability for
21 all patient care.
- 22 G. Take no steps to recruit CONTRACTOR staff for employment
23 during the Term of this Agreement or for ninety days thereafter.

24 4.3 COUNTY shall be responsible for the:

- 25 A. Hiring, scheduling, promotion, compensation, discipline, and
26 termination of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with
27

1 CONTRACTOR to the extent practicable regarding any necessary reductions, expansions, or
2 changes in such staffing, although the parties recognize COUNTY's right to make all final
3 decisions with respect to such reductions, expansions, or changes.

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

10 C. Compensation of COUNTY personnel who provide
11 oncology/hematology services at HOSPITAL and who are not providers of CONTRACTOR.

12 4.4 Provisions by HOSPITAL

13 HOSPITAL shall consult with CONTRACTOR as to the elements
14 HOSPITAL deems necessary for the proper operation of the clinic(s), and
15 oncology/hematology services and shall furnish, at its expense, for the use of CONTRACTOR,
16 all such elements, including but not limited to the following:

17 4.4.1 Space

18 HOSPITAL shall furnish and make available to CONTRACTOR
19 space presently designated for the Oncology/Hematology clinic(s), together with such other
20 space as may be mutually agreed upon by the parties; provided that HOSPITAL shall have the
21 right to withdraw, relocate, or modify such space as it deems reasonably necessary.

22 4.4.2 Office Space and Support Staff

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

25 4.4.3 Utilities and Ancillary Departments

26 HOSPITAL shall furnish laundry service, housekeeping services
27 (including hazardous, infectious, medical and radioactive waste disposal), mail and HOSPITAL

1 courier service, and utilities including gas, water, heat electricity and all other types of utility
2 services reasonably necessary for the proper operation of the Clinic(s), Oncology/Hematology
3 clinic and hospital. HOSPITAL shall also provide the services of its administrative and other
4 support departments, including administration, accounting, engineering, medical transcription,
5 and purchasing, as reasonably necessary for the proper operation of the Clinic(s),
6 Oncology/Hematology clinic(s) and the hospital. HOSPITAL Administration shall assist the
7 CONTRACTOR in the administrative management of the DIVISION by (i) providing
8 HOSPITAL policies and procedures, Medical Staff Bylaws, and the House Staff Manual to
9 CONTRACTOR, and (ii) informing the CONTRACTOR of plans of HOSPITAL which pertains
10 to the operation of the Oncology/Hematology clinic(s).

11 4.4.4 Equipment

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

17 4.4.5 Supplies

18 HOSPITAL shall furnish all expendable and non-expendable
19 supplies, such as drugs, chemicals, stationary, and similar supplies reasonably necessary for
20 the proper operation of the Clinic(s).

21 4.4.6 Other Personnel

22 All other personnel, including but not limited to physician,
23 nursing, administrative or other non-medical personnel as HOSPITAL deems necessary for
24 the proper operation of the Clinic(s) shall be either employed or contracted outside the
25 Agreement as separate contractors, and compensated by HOSPITAL in consultation with the
26 Medical Director of the Hospital. Furthermore, HOSPITAL shall give due consideration to
27 removing any such person from the Clinic(s) upon request by the CONTRACTOR. In the

1 performance of their duties in the Clinic(s), such personnel shall be subject to the supervision
2 of the HOSPITAL Administrators, HOSPITAL Administration, or the Hospital Medical Director,
3 as appropriate.

4 **5.0 COMPENSATION**

5 5.1 CONTRACTOR shall bill HOSPITAL for its services in accordance with the Fee
6 Schedule in Exhibit A, attached hereto and thereby incorporated herein. All billings of
7 CONTRACTOR shall clearly reflect the services for which the billing is made, including the
8 physicians who rendered services, the date services were rendered, the rates charged, and
9 the hours worked.

10 5.2 The rates contained in the Fee Schedule shall remain in effect for the Term of
11 this Agreement.

12 5.3 Invoices shall be submitted monthly. Payment shall be due thirty (30) working
13 days from the date of receipt of the invoice.

14 5.4 Such payment by HOSPITAL shall be deemed to be made for, as provided by
15 this Agreement, services only, and HOSPITAL shall not make, nor shall CONTRACTOR claim,
16 any reimbursement for time and expense in any manner connected with transportation to or
17 from the site at which CONTRACTOR shall or may render services hereunder.

18 5.5 HOSPITAL reserves the right to correct errors on invoices, after prior
19 notification and discussion with CONTRACTOR, and pay to CONTRACTOR the corrected
20 amounts.

21 5.6 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in
22 Exhibit A, attached hereto.

23 **6.0 TERM/TERMINATION**

24 6.1 This Agreement will be effective for an "Initial Term" from December 1, 2014,
25 through June 30, 2015 and automatically continue on a year-to-year basis. Either party may
26 terminate this Agreement, without cause, at the end of the Initial Term by giving ninety (90)
27 days prior written notice to the other party, unless otherwise terminated in accordance to the

1 provisions of Section 11 of the Agreement, or as otherwise specified herein. Either party may
2 terminate this Agreement immediately for a breach of this Agreement, by giving written notice
3 to the other parties. Failure to abide by the agreed terms and conditions may result in
4 immediate termination of the Agreement.

5 6.2 Either party may terminate this Agreement, after the Initial Term of the
6 Agreement, at any time, without cause, by giving one hundred eighty (180) days prior written
7 notice to the other party.

8 6.3 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's
9 rights under this Agreement shall terminate (except for fees accrued prior to the date of
10 termination) upon CONTRACTOR's closure; i.e., failure to continue in business, or in the
11 event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR,
12 or, at HOSPITAL's election, in the event of CONTRACTOR's unwillingness or inability for any
13 reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be
14 entitled to no further compensation under this Agreement, it being the intent that
15 CONTRACTOR shall be paid as specified in Exhibit A only during such period that
16 CONTRACTOR shall, in fact, be performing the duties hereunder.

17 6.4 In the event that there shall be a change in the Medicare or Medi-Cal Acts,
18 regulations, or general instructions (or application thereof), the adoption of new regulation(s),
19 or a change in any third-party payer reimbursement system, any of which materially affects the
20 reimbursement which CONTRACTOR or COUNTY may receive for services furnished to
21 patients through this Agreement, either party may by notice propose a new basis for
22 compensation for the services furnished pursuant to this Agreement. If such notice of new
23 basis is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter
24 to agree upon a new basis for compensation, either party may terminate this Agreement by
25 sixty (60) days notice to the other on any future date specified in such notice.

26 6.5 In the event of non-availability of COUNTY funds, this Agreement shall be
27 deemed terminated and of no further force and effect immediately on receipt of COUNTY's

1 notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be
2 entitled to reimbursement of costs in accordance with Section 5, Compensation.

3 **7.0 INDEMNIFICATION**

4 CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its Agencies,
5 Districts, Special Districts and Departments, their respective directors, officers, Board of
6 Supervisors, elected and appointed officials, agents, employees, and representatives from
7 any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers,
8 employees, subcontractors, agents or representatives arising out of or in any way relating to
9 this Agreement, including but not limited to, property damage, bodily injury, or death or any
10 other element of any kind or nature whatsoever arising from the performance of
11 CONTRACTOR, its officers, agents, employees, subcontractors, or representatives from this
12 Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees, including,
13 but not limited to, attorney fees, cost of investigation, defense and settlement or awards, the
14 County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective
15 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents
16 and representatives in any claim or action based upon such alleged liability.

17 With respect to any action or claim subject to indemnification herein by
18 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their
19 own choice and shall have the right to adjust, settle, or compromise any such action or claim
20 without the prior consent of COUNTY; provided however, that any such adjustment, settlement
21 or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's
22 indemnification to COUNTY as set forth herein.

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

26 The specified insurance limits required in this Agreement shall in no way limit or
27 circumscribe CONTRACTOR's obligation to indemnify and hold harmless the COUNTY herein

1 from third party claims.

2 In the event there is a conflict between this clause and California Civil Code Section
3 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall
4 not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by
5 law.

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

8 8.0 INSURANCE

9 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the
10 COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at
11 its sole cost and expense, the following insurance coverages during the term of this
12 Agreement.

13 8.1 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY

14 If the CONTRACTOR has employees as defined by the State of California, the
15 CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A)
16 and/or program of self-insurance as prescribed by the laws of the State of California. Policy
17 shall include Employers' Liability (Coverage B) including Occupational Disease with limits not
18 less than \$1,000,000 per person per accident. The policy shall be endorsed, if applicable, to
19 waive subrogation in favor to the County of Riverside, and if applicable to provide a Borrowed
20 Servant/Alternate Employer Endorsement.

21 8.2 COMMERCIAL GENERAL LIABILITY INSURANCE

22 Commercial General Liability Insurance coverage and/or program of self-
23 insurance coverage including, but not limited to, premises liability, contractual liability, products
24 and completed operations liability, personal and advertising injury covering claims which may
25 arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall
26 name the County of Riverside, its Agencies, Districts, Special Districts and Department, their
27 respective directors, officers, Board of Supervisors, employees, elected or appointed officials,

1 agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than
2 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
3 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the
4 occurrence limit.

5 8.3 VEHICLE LIABILITY

6 8.3.1 If vehicles or mobile equipment are used in the performance of the
7 obligations under this Agreement, then CONTRACTOR shall maintain vehicle liability
8 insurance for all owned, non-owned, or hired vehicles so used in an amount not less than
9 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
10 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the
11 occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special
12 Districts, and Departments, their respective directors, officers, Board of Supervisors,
13 employees, elected or appointed officials, agents, or representatives as Additional Insureds.

14 8.4 GENERAL INSURANCE PROVISIONS

15 8.4.1 Any insurance carrier providing insurance coverage hereunder shall be
16 admitted to the State of California and have an A.M. BEST rating of not less than A:VIII (A:8)
17 unless such requirements are waived, in writing, by the County Risk Manager. If the County's
18 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
19 specific insurer and only for one policy term.

20 8.4.2 The CONTRACTOR's insurance carrier(s) must declare its Insurance
21 deductibles or self-insured retentions. If such deductibles and retentions exceed \$500,000 per
22 occurrence such deductibles or self-insured retentions shall have the prior written consent of
23 the County Risk Manager before the commencement of operations under this Agreement.
24 Upon notification of deductibles or self-insured retentions unacceptable to COUNTY, and at
25 the election of the County Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or
26 eliminate such deductibles or self-insured retentions as respects this Agreement with the
27 COUNTY, or 2) procure a bond which guarantees payment of losses and related

1 investigations, claims administration, and defense costs and expenses.

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

21 8.4.4 It is understood and agreed to by the parties hereto that Certificate(s) of
22 Insurance and policies shall so covenant and shall be construed as primary insurance, and the
23 COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured
24 programs shall not be construed as contributory.

25 8.4.5 The COUNTY's Reserved Rights-Insurance. If, during the term of this
26 Agreement or any extension thereof, there is a material change in the scope of services; or,
27 there is a material change in the equipment to be used in the performance of the scope of

1 work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.);
2 or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the
3 COUNTY reserves the right to adjust the types of insurance required under this Agreement
4 and the monetary limits of liability for the insurance coverage's currently required herein, if; in
5 the County Risk Manager's reasonable judgment, the amount or type of insurance carried by
6 the CONTRACTOR has become inadequate.

7 8.4.6 CONTRACTOR shall pass down the insurance obligations contained
8 herein to all tiers of subcontractors working under this Agreement.

9 8.4.7 The insurance requirements described herein may be met with a
10 program of self-insurance or a combination of insurance and self-insurance.

11 8.4.8 CONTRACTOR agrees to notify COUNTY of any claim by a third party
12 or any incident or event that may give rise to a claims arising from the performance of this
13 Agreement.

14 **9.0 OSHA REGULATION**

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

19 **10.0 TJC STANDARDS**

20 CONTRACTOR certifies awareness of the Joint Commission (TJC) Standards for
21 Acute Care Hospitals and Ambulatory Care Clinics and shall comply therewith as to all relative
22 elements under this Agreement.

23 **11.0 WORK PRODUCT**

24 All reports, preliminary findings, or data assembled or compiled by CONTRACTOR
25 under this Agreement become the property of the COUNTY. The COUNTY reserves the right
26 to authorize others to use or reproduce such materials. Therefore, such materials may not be
27 circulated in whole or in part, nor released, to the public without the direct authorization of the

1 Hospital Director or an authorized designee.

2 **12.0 RESEARCH/INVESTIGATIONAL STUDIES**

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

12 **13.0 ASSIGNMENT/DELEGATION**

13 13.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either
14 in whole or in part, without prior written consent of COUNTY, provided, however, obligations
15 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of
16 subcontracts if approved by COUNTY. No subcontract shall terminate or alter the
17 responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR
18 agrees that subcontracts developed to provide services or perform any investigational studies
19 or research at RCRMC shall contain the same obligations contained in this Agreement
20 regarding the performance of patient care services at RCRMC. Any attempted assignment or
21 delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that
22 this paragraph is not intended to limit the use of independent contractors by CONTRACTOR
23 under this Agreement.

24 13.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of
25 any subcontractor in accordance with Section 7, Indemnification.

26 13.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of
27 the physicians and health professionals providing services at HOSPITAL must contain a

1 clause whereby said physicians and health professionals who jeopardize the license or
2 accreditation of HOSPITAL may be removed from HOSPITAL by CONTRACTOR and/or
3 HOSPITAL.

4 13.4 CONTRACTOR agrees that any development of physician residency training
5 agreements wherein the resident(s) will be placed at RCRMC must be submitted at least sixty
6 (60) days in advance to RCRMC Administration for review and processing prior to making any
7 commitment to the resident(s) regarding such placement.

8 13.5 A change in the business structure of CONTRACTOR, including but not limited
9 to a change in the majority ownership, change in the form of CONTRACTOR's business
10 organization, management of CONTRACTOR, CONTRACTOR's business organization,
11 CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this
12 Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an
13 assignment for purposes of this Section.

14 **14.0 COVENANTS NOT TO COMPETE**

15 14.1 During the term of this Agreement, CONTRACTOR shall not for any reason
16 enter into an agreement with any entity or person to serve as director of, or otherwise
17 perform services in any facility within the County of Riverside and extending for a ten (10)
18 mile radius from HOSPITAL. COUNTY acknowledges CONTRACTOR sites and facilities
19 in existence prior to this Agreement.

20 14.2 Any exceptions to the above can only be permitted upon the prior written
21 approval of the Hospital Director/CEO.

22 14.2 In the event of any breach or threatened breach of this provision,
23 HOSPITAL shall be entitled to injunctive or other equitable relief. Such relief shall be in
24 addition to, but not in lieu of, any other remedies that may be available to HOSPITAL,
25 including an action for the recovery of damages. If a court of competent jurisdiction
26 determines that the scope of this provision is too broad in any respect, the scope shall be
27 deemed to be reduced and/or narrowed to such scope as is found lawful and reasonable

1 by such court. However, the parties acknowledge that this provision has been negotiated
2 by the parties and that the geographical limitations as well as the limitation on activities are
3 reasonable in light of the circumstances surrounding this Agreement.

4 **15.0 WAIVER OF PERFORMANCE**

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

10 **16.0 RECORDS AND REPORTS**

11 16.1 CONTRACTOR agrees to provide to COUNTY such reports as may be
12 required by the Hospital Director, or designee, with respect to the services set forth under this
13 Agreement.

14 16.2 To the extent necessary to prevent disallowance of reimbursement under 42
15 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five
16 (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make
17 available, upon written request to the Comptroller General of the U.S. General Accounting
18 Office, or any of their duly authorized representatives, a copy of this Agreement and such
19 books, documents, and records as are necessary to certify the nature and extent of the cost of
20 the services provided by CONTRACTOR.

21 16.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records
22 and other applicable patient information as may be needed by CONTRACTOR to provide and
23 (if applicable) bill for patient care services.

24 **17.0 PERFORMANCE EVALUATION**

25 CONTRACTOR hereby agrees to permit an appropriate official of the HOSPITAL,
26 State or federal government to monitor, assess, or evaluate CONTRACTOR's performance
27 under this Agreement. Monitoring shall include a quarterly assessment of the performance

1 requirements listed in Exhibit A, Section 1.2 Performance Requirements, attached hereto, and
2 is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by
3 HOSPITAL and CONTRACTOR to evaluate CONTRACTOR's performance under this
4 Agreement.

5 **18.0 CONFIDENTIALITY**

6 18.1 CONTRACTOR shall maintain the confidentiality of any and all patient records
7 and information which may be reviewed under the terms and intent of this Agreement,
8 including protection of names and other identifying information from unauthorized disclosure,
9 except for statistical information which shall not identify any patient and which shall be used
10 only for carrying out the obligations of CONTRACTOR under this Agreement.

11 18.2 CONTRACTOR shall not disclose, except as specifically permitted by this
12 Agreement, or as authorized by the patient(s), any oral or written communication, information,
13 or effort of cooperation between HOSPITAL and CONTRACTOR, or between HOSPITAL and
14 CONTRACTOR and any other party.

15 18.3 CONTRACTOR shall observe all Federal, State, and COUNTY laws and
16 regulations, including, but not limited to, the Health Insurance Portability and Accountability Act
17 of 1996 and any subsequent revisions thereto, concerning the security and privacy of patient
18 records and information.

19 **19.0 INDEPENDENT CONTRACTOR**

20 19.1 The CONTRACTOR is, for purposes arising out of this Agreement, an
21 Independent Contractor and shall not be deemed an employee of the COUNTY. It is
22 expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this
23 Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but
24 not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury
25 leave or other leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
26 all claims that may be made against COUNTY based upon any contention by any third party
27 that an employer-employee relationship exists by reason of this Agreement. Notwithstanding

1 the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR
2 is an employee for purposes of income tax withholding, COUNTY shall upon two (2) weeks
3 notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal
4 and State income taxes and pay said sums over to the federal and State Governments.

5 19.2 It is further understood and agreed by the parties hereto that CONTRACTOR in
6 the performance of its obligations hereunder is subject to the control or direction of HOSPITAL
7 merely as to the result to be accomplished by the services hereunder agreed to be rendered
8 and performed and not as to the means and methods for accomplishing the results, provided
9 always that the services to be performed hereunder by CONTRACTOR shall be provided in a
10 manner consistent with all regulatory, including federal, State, and local agencies, accrediting
11 and licensing agencies, HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and
12 policies and procedures, as may be amended from time to time, as well as community
13 standards governing such services and the provisions of this Agreement.

14 **20.0 NONDISCRIMINATION**

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

26 20.2 For the purpose of this Agreement, distinctions on the grounds of race, religion,
27 color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the

1 following:

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

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

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

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

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

15 **21.0 CONFLICT OF INTEREST**

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

21 **22.0 SEVERABILITY**

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

25 **23.0 ADMINISTRATION**

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

1 **24.0 HOSPITAL ACCREDITATION/LICENSE**

2 24.1 Any action or failure to act on the part of CONTRACTOR that results in the
3 threatened loss of accreditation or licensure of the HOSPITAL will be considered a material
4 breach of this Agreement.

5 24.2 In the event of breach of Agreement pursuant to this Section, COUNTY may
6 terminate this Agreement upon the basis of cause as set forth in Section 4,
7 TERM/TERMINATION.

8 **25.0 JURISDICTION, VENUE, AND ATTORNEY FEES**

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

14 **26.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION**

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

19 **27.0 FORCE MAJEURE**

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

23 **28.0 ENTIRE AGREEMENT**

24 This Agreement constitutes the entire agreement between the parties hereto with
25 respect to the subject matter hereof and all prior or contemporaneous agreements of any kind
26 or nature relating to the same shall be deemed to be merged herein. Any modifications to the
27 terms of this Agreement must be in writing and signed by the parties hereto, and no oral

1 understanding or agreement not incorporated herein shall be binding on any of the parties
2 hereto.

3 **29.0 NOTICES**

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

7 **CONTRACTOR:**

8 Faculty Physicians and Surgeons of LLUSM Riverside County Regional Medical Center
9 dba Loma Linda University Faculty Medical Group 11175 Campus Street
10 Suite 11175 Loma Linda, California 92354

COUNTY:

26520 Cactus Avenue
Moreno Valley, CA 92555
Attention: Hospital Director/CEO

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

13 **30.0 HEADING**

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

16 **31.0 COUNTERPARTS**

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

20 //

21 //

22 //

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24
25 **IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT**
26

EFFECTIVE AS OF December 1, 2014.

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COUNTY:

CONTRACTOR:

Approved:

County of Riverside

By: _____
Chairman, Board of Supervisors

By:  _____
Ricardo Peverini, MD
President

Date: _____

Date: 11/14/2014

HOSPITAL

By:  _____
Zareh Sarrafian
Chief Executive Officer

Date: 12/1/14

FORM APPROVED COUNTY COUNSEL

BY:  _____ DATE

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

11 1.1.2 Outpatient Care

12 CONTRACTOR shall bill Medicare, Medi-Cal and all other thirty party
13 payers for the professional fees for outpatient services performed in the HOSPITAL
14 Oncology/Hematology Clinic, using the modifier number "outpatient hospital based clinic"
15 to designate the place of service on each such billed item as required by federal regulation.

16 1.2 **Performance Requirements**

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

23 1.2.1.1 Dictated Reports. CONTRACTOR agrees to dictate reports
24 immediately after completion of procedures and to sign the dictated report no later than
25 fourteen (14) days after patient discharge.

26 1.2.1.2 Timely Completion of Medical Records. On a weekly basis each
attending will go to medical records for completion of all the records pending under his name.

1 This will include signatures or dictations not completed by residents. This will avoid having to
2 call residents from other hospitals to return for completion of the medical record.
3 CONTRACTOR agrees to provide complete medical records for all patient cared for no later
4 than fourteen (14) days after patient discharge in compliance with COUNTY Medical Staff
5 Bylaws, Rules and Regulations. CONTRACTOR agrees to dictate reports immediately after
6 completion of procedures.

7 HOSPITAL may deduct five percent (5%) of the monthly amount owed
8 to CONTRACTOR if more than five (5%) of Medical Record completion and dictated reports
9 standard for oncology and hematology services is not maintained during the year..

10 1.2.1.3 HOSPITAL may deduct five percent (5%) of the monthly amount owed
11 to CONTRACTOR if more than ten percent (10%) of chemotherapy infusion services are
12 cancelled because of inadequate work-up or lack of signed medical releases ninety-five
13 percent (95%) of the time per month.

14 1.2.2 CONTRACTOR and HOSPITAL agree to review and discuss quarterly
15 reports of Performance Standards data as monitored by HOSPITAL before deduction in the
16 monthly amount of reimbursement occurs. Report format and data collection will be mutually
17 agreed by the parties hereto.

18 1.3 Exclusion Billing

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

24 2.0 Billing Cycle

25 No later than the fourteenth (14th) working day of each month during the Term hereof,
26 CONTRACTOR shall submit to HOSPITAL a 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.

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3.0 Maximum Annual Compensation

Maximum annual compensation payable under this Agreement shall not exceed seven hundred seventy-five (\$775,000) dollars.

1 EXHIBIT C
2 TO
3 AGREEMENT BETWEEN RIVERSIDE COUNTY
4 AND
5 FACULTY PHYSICIANS AND SURGEONS OF LLUSM,
6 dba, LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP (CONTRACTOR)
7
8 PROFESSIONAL LIABILITY INDEMNITY

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

16 2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

17 2.1 The CONTRACTOR itself;

18 2.2 The CONTRACTOR's physician employees and independent physician
19 contractors; and

20 2.3 Physician extenders employed under this Agreement.

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

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

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

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

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

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

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

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

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

26 8.0 The following are conditions precedent to the right of the CONTRACTOR to be
defended and/or indemnified under this Exhibit, provided that the COUNTY may not disclaim

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

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

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

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

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

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

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

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

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

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

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