

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

148



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
August 31, 2010

SUBJECT: Amendment to the Professional Medical Services Agreement between the County of Riverside and Loma Linda University Healthcare

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Amendment to the Professional Medical Services agreement effective August 1, 2010; and
- 2) Authorize the Chairperson to sign three (3) copies of the Amendment; and
- 3) Retain one (1) copy and return two (2) copies of the executed Amendment to Riverside County Regional Medical Center for distribution.

BACKGROUND: On July 26, 2002, Agenda Item No. 3.17, the Board of Supervisors approved the Agreement with Loma Linda University Healthcare to provide professional Otolaryngology, Head and Neck (ENT) services to the Hospital.

(continued on Page 2)

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$8,333.30	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	10/11

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 14, 2010
xc: RCRMC, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 5/4/07 3.20; 9/18/07 3.47; 4/5/05 3.30

District: 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.34

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

SUBJECT: Amendment to the Professional Medical Services Agreement between the County of Riverside and Loma Linda University Healthcare

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BACKGROUND: (Continued)

The ENT Medical Group has provided diagnostic audiology services, by a certified audiologist, three half-day clinics per week as an enhancement to the professional services provided to the Hospital. Diagnostic audiology services were provided without additional compensation in their professional service agreement.. Effective July 1, 2009, services provided by an audiologist were no longer reimbursed by the Medi-Cal program. Because of this reduction in benefits and payment for this service the ENT Medical Group could no longer provide this service for the Hospital.

This increase in compensation will allow the ENT Medical Group to continue to provide diagnostic audiology services. The ENT Medical Group has agreed this compensation will be reduced if Medi-Cal reinstates coverage for diagnostic audiology services.

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

DB:cg

THIRD AMENDMENT
TO THE
PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
LOMA LINDA UNIVERSITY HEALTHCARE

That certain Agreement between the County of Riverside (COUNTY) on behalf of the Riverside County Regional Medical Center (HOSPITAL) and Loma Linda University Healthcare (CONTRACTOR) dated July 1, 2002, and amended on July 1, 2004, and January 1, 2005 is hereby further amended effective August 1, 2010, pursuant to the following:

1. Delete Section 3.2.3.F in its entirety and replace with the following:

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

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

"1.0 Subject to the conditions set forth below, HOSPITAL shall pay CONTRACTOR a total of four hundred seventy thousand (\$470,000) dollars per year for administrative, supervisory, teaching services, direct patient care, and professional otolaryngology, head and neck surgery services provided at HOSPITAL. At a minimum, there must be one and one-half (1.50) full-time equivalent (FTE) physicians at HOSPITAL to oversee the clinic and perform surgeries. In addition, CONTRACTOR shall provide Audiology Services on-site for three (3) half-day clinics per week. The total payment includes an incentive for meeting performance requirements listed in Section 1.2 below. Payments to CONTRACTOR shall be made on a monthly basis during the Term of the Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified below."

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

"3.0 Maximum Annual Compensation

Maximum annual compensations payable under this Agreement shall not exceed four hundred seventy thousand (\$470,000) dollars. In the event the medical

program provides coverage and payment for diagnostic audiological services, the parties agree this additional compensation (\$20,000) will be reduced from the maximum annual compensation."

All other terms and conditions of this Agreement are to remain unchanged.

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

COUNTY OF RIVERSIDE

CONTRACTOR
ASSIGNOR

By: Marion Ashley
Marion Ashley
Chair, Board of Supervisors

[Signature]
President
Loma Linda University Healthcare

SEP 14 2010

Date: _____

Date: 8/3/10

ATTEST:
KECIA HARPER-JHEM, Clerk

By: [Signature]
DEPUTY

By: [Signature]
Douglas D. Begley
Hospital Director/CEO

Date: 8/17/10

FORM APPROVED COUNTY COUNSEL

BY: [Signature] DATE 8/26/10
NEAL R. KIPNIS