

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

501



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
April 5, 2011

**SUBJECT:** Acceptance of Song Brown Grant Award Number 11-2021 from the Office of Statewide Health Planning and Development for Family Medicine Residency Program at Riverside County Regional Medical Center.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

- 1) Authorize the Chairperson to accept, on behalf of the Board, \$34,410.00 in Fiscal Years 2011-12, 2012-2013, and 2013-14 for a total of \$103,230.00.
- 2) Ratify and authorize the Hospital Director to execute the agreement on behalf of the County.

**BACKGROUND:** Riverside County Regional Medical Center's (RCRMC) Family Medicine Residency Program was established in 1971 and is one of the oldest programs in the State of California. It was founded with the goal of improving health care access for underserved communities while increasing the primary care workforce in Riverside County and California.

(continued on Page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost FY:	\$ 0	For Fiscal Year:	11/12

<b>SOURCE OF FUNDS:</b> Office of Statewide Health Planning and Development	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

**County Executive Office Signature**

*Debra Courmyer*  
\_\_\_\_\_  
Debra Courmyer

**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: May 10, 2011  
xc: RCRMC

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
\_\_\_\_\_  
Deputy

**Prev. Agn. Ref.:**

**District:** 5

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.28**

FORM APPROVED COUNTY COUNSEL  
BY: *NEAL R. KIPNIS*  
DATE: *4/24/11*  
Departmental Concurrence

Poli ☒ Poli ☒  
Consent ☒ Consent ☒  
Dep't Recomm.: ☐ Per Exec. Ofc.: ☐

**SUBJECT:** Acceptance of Song Brown Grant Award Number 11-2021 from the Office of Statewide Health Planning and Development for Family Medicine Residency Program at Riverside County Regional Medical Center.

**BACKGROUND continued:**

The Song-Brown program provides support funding to Family Medicine training programs and was passed by the California Legislature in September 1973 to encourage program graduates to practice in designated underserved areas of California. It has expanded the training programs of Family Medicine residencies by providing funding for over thirty years. The RCRMC Family Medicine Residency Training Program has participated with and received funding from the Song-Brown program beginning July 1, 1997.

The RCRMC Family Medicine Residency Training Program has been awarded with one (1) capitation cycle renewal equal to \$51,615.00 and one (1) new capitation cycle equal to \$51,615.00 for a total award of \$103,230.00 to be received in increments of \$34,410.00 annually for fiscal years 2011/12 through 2013/14 to support the continued training of our residents at RCRMC and the Federally Qualified Health Center (FQHC) look-alike county clinics in Riverside County, along with training at community- and school-based sites.

The Song-Brown program has been critical in helping the RCRMC Family Medicine residents increase their training in the areas of outpatient Pediatrics, Women's Health, and routine prenatal care. With support from the Song-Brown program, the RCRMC Family Medicine residents will continue to gain valuable training in these areas, as well as obtain experience caring for underserved populations in a variety of community-based sites. Funding supports direct resident education, faculty development, and coordination / supervision of resident-related activities.

AGREEMENT NUMBER

11-2021

REGISTRATION NUMBER

1156317

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Office of Statewide Health Planning and Development (OSHPD)

CONTRACTOR'S NAME

Riverside County Regional Medical Center

2. The term of this Agreement is: 07/01/2011 through 06/30/2014  
or upon DGS approval
3. The maximum amount of this Agreement is: \$ 103,230.00  
One hundred three thousand, two hundred thirty dollars and zero cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 01 page(s)

Exhibit B – Budget Detail and Payment Provisions 01 page(s)

Exhibit C\* – General Terms and Conditions GTC610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 01 page(s)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 05 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Riverside County Regional Medical Center

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Douglas D. Bagley, Chief Executive Officer

ADDRESS

26520 Cactus Avenue  
Moreno Valley, Ca 92555

**STATE OF CALIFORNIA**

AGENCY NAME

OSHPD

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, SSM I Procurement and Contract Services

ADDRESS

400 R Street, Suite 359, Sacramento, Ca 95811

California Department of General  
Services Use Only



*[Signature]*

☐ Exempt per:

5.10.11 3.23

**EXHIBIT A****SCOPE OF WORK**

Contractor agrees to the following:

- A. The Riverside County Regional Medical Center Family Medicine Residency Program shall meet the Family Practice Standards adopted by the California Healthcare Workforce Policy Commission (CHWPC) and perform services in accordance with the Contract Criteria as set forth in Exhibit E, hereby attached.
- B. Under the direction of the Program Director of the Riverside County Regional Medical Center Family Medicine Residency Program, in addition to the resident/s being trained under contract 09-9032 provide family medicine training for two (2) additional family practice resident/s in the 2011-12; 2012-13 and 2013-14 fiscal years.
- C. **The residency program shall provide family medicine training for two (2) family practice resident/s for a three year cycle beginning July 1, 2011 and ending June 30, 2014.**
- D. Submission of a complete final report including data outcomes for the program at the end of the contract period.

OSHPD agrees to provide:

- A. The Program Director of the Residency Program, the current fiscal year's (07-01-2011 to 06-30-2014) master certification form and instructions by September 30<sup>th</sup> of the fiscal year.
- B. Direct all contract inquiries to:

Requesting Agency: OSHPD	Contracting Agency: Riverside County Regional Medical Center
Name: Manuela Lachica, Program Director	Name: Catherine Giannini, Director of Managed Care
Phone: (916) 326-3752	Phone: 951-486-4469
Fax: (916) 322-2588	Fax:
E-mail: <a href="mailto:mlachica@oshpd.ca.gov">mlachica@oshpd.ca.gov</a>	E-mail: <a href="mailto:Cgiannin@co.riverside.ca.us">Cgiannin@co.riverside.ca.us</a>

The project representatives during the term of this Agreement will be:

Requesting Agency: OSHPD	Training Program: Riverside County Regional Medical Center
Section/Unit: Healthcare Workforce Development Division (HWDD)	Section/Unit: Family Medicine Residency Program
Attention: Melissa Omand, Program Analyst	Attention: Asma Jafri, MD
Address: 400 R Street, Room 330 Sacramento, CA 95811	Address: 26520 Cactus Avenue Moreno Valley, Ca 92555
Phone: (916) 326-3753	Phone: (951) 486-5610
Fax: (916) 322-2588	Fax: (951) 486-5620
E-mail: <a href="mailto:momand@oshpd.ca.gov">momand@oshpd.ca.gov</a>	E-mail: <a href="mailto:ajafri@co.riverside.ca.us">ajafri@co.riverside.ca.us</a>

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. Payment**

- A. For services satisfactorily rendered and upon receipt and approval of the quarterly certifications as specified in this Article, Item C., the OSHPD agrees to compensate Riverside County Regional Medical Center in accordance with the rates specified herein.
- **\$1,433.75 (One Thousand, Four Hundred Thirty Three Dollars and Seventy-Five Cents)**, per resident per month for each resident up to a total of \$34,410.00 for two (2) resident/s in the 2011-12 fiscal year. Fiscal year runs July 1, 2011 to June 30, 2012.
  - **\$1,433.75 (One Thousand, Four Hundred Thirty Three Dollars and Seventy-Five Cents)**, per resident per month for each resident up to a total of \$34,410.00 for two (2) resident/s in the 2012-13 fiscal year. Fiscal year runs July 1, 2012 to June 30, 2013.
  - **\$1,433.75 (One Thousand, Four Hundred Thirty Three Dollars and Seventy-Five Cents)**, per resident per month for each resident up to a total of \$34,410.00 for two (2) resident/s in the 2013-14 fiscal year. Fiscal year runs July 1, 2013 to June 30, 2014.
- B. The total amount payable to the Contractor under this Agreement shall not exceed \$103,230.00 (One hundred three thousand, two hundred thirty dollars and zero cents).
- C. Quarterly certifications shall include the Agreement Number, the names of the resident/s employed under this contract, a certification by the Director of the Family Practice Residency Training Program (original signature) that each resident was engaged in activities authorized by this Agreement, and shall be submitted on a quarterly basis in arrears to:
- Melissa Omand, Program Analyst  
Song-Brown Training Program  
Office of Statewide Health Planning and Development  
400 R Street, Room 330  
Sacramento, CA 95811
- D. Contractor shall submit a final certification within 120 days after the Agreement has ended (i.e., Agreement ends June 30<sup>th</sup>, final certification is due by October 30<sup>th</sup>). If contractor fails to submit a final certification within 120 days after the Agreement has ended, the monies revert back to OSHPD.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the OSHPD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the OSHPD shall have the option to either cancel this Agreement with no liability occurring to the OSHPD, or offer an agreement amendment to Contractor to reflect the reduced amount.

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS****1. RESOLUTION OF CONTRACT DISPUTES:**

Any dispute arising under this agreement, which cannot be resolved at the State Program Administrator level nor at the Director's level of the Department (OSHPD) signing this contract may be submitted to non-binding arbitration after the following process, has been completed:

- (A) The Contractor first discusses a problem informally with the Family Physician Training Act Administrator. If unresolved, the problem shall be presented as a grievance to the Deputy Director, Healthcare Workforce Development Division, in writing, stating the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought.
- (B) The Deputy Director shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor and shall respond in writing to the Contractor indicating the decision and reasons for it.
- (C) Should the Contractor find the Deputy Director's decision an unacceptable one, a letter shall be sent to the Director within ten (10) working days of receipt of the Deputy Director's decision. The Director or designee shall meet with the Contractor within twenty (20) working days of receipt of the Contractor's letter. Should the Contractor disagree with the Director's decision, the Contractor and Director may agree to submit the matter to non-binding arbitration.

**EXHIBIT E****ADDITIONAL PROVISIONS****1. Family Practice Standards Adopted by the California Healthcare Workforce Policy Commission June 11, 1999.**

- I. Each Family Practice Residency Training Program approved for funding and contracted with under the Health Care Workforce Training Act (hereinafter "the Act") shall, prior to the initiation of training and the transfer of State funds:
  - A. Meet the American Medical Association's "Essentials for Residency Training in Family Practice", and
  - B. Be approved by the Residency Review Committee on Family Practice of the American Medical Association, as documented in a formal letter of approval from the Residency Review Committee, or the Liaison Committee on Graduate Medical Education, and
  - C. Be provided by an accredited medical school or a teaching hospital, which has programs, or departments that recognize family practice as a major independent specialty,

or

For postgraduate osteopathic medical programs in family practice:

- A. Be approved by the American Osteopathic Association (AOA) Council on Postdoctoral Training and meet requirements to ensure that Osteopathic Programs are comparable to programs specified above and
  - B. Be accredited as an "Osteopathic Postdoctoral Training Institution" (OPTI) by the Bureau of Professional Education through the Council on Postdoctoral Training (COPT) and
  - C. Meet C requirement above.
- II. Each Family Practice Residency Training Program, or Post Graduate Osteopathic Medical Program in Family Practice approved for funding under the Act shall include a component of training in medically underserved multi-cultural communities, lower socioeconomic neighborhoods, or rural communities, and shall be organized to prepare family physicians for service in such neighborhoods and communities.
- III. Appropriate strategies shall be developed by each training institution receiving funds under the Act to encourage Family Physicians who are trained in the training program funded by the Act, to enter into practice in areas of unmet priority need for primary care family physicians within California as defined by the California Healthcare Workforce Policy Commission (hereinafter referred to as "areas of need"). Such strategies shall incorporate the following elements:

**EXHIBIT E**

- A. An established procedure to identify, recruit and match family practice residents who possess characteristics which would suggest a predisposition to practice in areas of need, and who express a commitment to serve in areas of need.
- B. An established counseling and placement program designed to encourage training program graduates to enter practice in areas of need.
- C. A program component such as a preceptorship experience in an area of need, which will enhance the potential.

**2. Family Practice Contract Criteria Adopted by the California Healthcare Workforce Policy Commission February 16, 2000.**

**I. Contract Awards**

- A. Each contract entered into, pursuant to the Song-Brown Health Care Workforce Training Act, Health and Safety Code, Sections 128200, etc seq., (hereinafter "the Act"), shall be based on the recommendation of the California Healthcare Workforce Policy Commission to the Director of the Office of Statewide Health Planning and Development recorded in the California Healthcare Workforce Policy Commission official minutes.
- B. Each contract shall be for a purpose authorized by the California Healthcare Workforce Policy Commission Standards for Family Practice Residency Training Programs.
- C. Each contract shall be between the Office of Statewide Health Planning and Development and a Contractor authorized to apply for funds by the California Healthcare Workforce Policy Commission Standards for Family Practice Residency Training Programs.
- D. Purpose for Which Contract Funds May be Expended
  - 1. Contract funds may be expended for any purpose which the training institution judges will most effectively advance the training of family practice residents, but may not be expended for any purpose specifically prohibited by State law, by these contract criteria, or by the contract with the training institution.
  - 2. Contract funds may be used for expenses incurred for the provision of training, including faculty and staff salaries, family practice resident's stipends, alterations and renovations necessary to the provision of the residency training programs, and supplies and travel directly related to the training program.
  - 3. Contract funds may be used for new construction only when such construction is specifically provided for in the contract.



**EXHIBIT E**

**E. Maintenance of Effort**

Training institutions approved for funding under the Act shall, as a minimum, maintain a level of expenditures equivalent to that expended on the family practice residency training programs during the 1973-74 fiscal year. Capitation contracts that begin July 1, 2003 or thereafter will have no resident maintenance of effort requirement beyond the number of Song-Brown cycles awarded.

**II. Contract Terms**

- A. Funds must be expended during such months and in accordance with such provisions as are provided in the Contract, which shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.
- B. Payment shall be made quarterly in arrears on the basis of amounts set forth by the Contractor with final certification submitted within 120 days of contract's end to the Healthcare Workforce Development Division. The certification shall include the name of the person employed under this contract, certification by the Program Director that the person was engaged in activities authorized by this agreement, and costs to the Contractor for the services for which reimbursement is sought. The required quarterly certification format shall be provided to the Contractor prior to the effective date of the Contract.
- C. Each Contract shall specify the total amount allowable under the Contract and allowable in each budget category authorized under the Contract, and shall be in accordance with recommendations of the California Healthcare Workforce Policy Commission.
- D. Method of Payment

Payment under the Act shall be at a capitation rate of \$17,205 per year for each full-time family practice resident enrolled in the training program as a result of a training contract funded under this Act.

**EXHIBIT E****III. Accounting Records and Audits****A. Accounting**

Accounting for contract funds will be in accordance with the training institution's accounting practices based on generally accepted accounting principles consistently applied regardless of the source of funds. Supporting records must be in sufficient detail to show the exact amount and nature of expenditures.

Training institutions may elect to commingle capitation funds received under the Act with any other income available for operation of the family practice residency training program provided that the institution maintains such written fiscal control and accounting procedures as are necessary to assure proper disbursement of, and accounted for, such commingled funds, including provisions for:

1. the accurate and timely separate identification of funds received under the Act.
2. the separate identification of expenditures prohibited by the contract criteria.
3. an adequate record of proceeds from the sale of any equipment purchased by funds received under the Act.

**B. Expenditure Reporting**

Reports of training program expenditures and enrollment of family practice residents under the contract must be submitted as requested by the Commission or the Director of the Office of Statewide Health Planning and Development for purposes of program administration, evaluation, or review.

**C. Record Retention and Audit**

1. The training institution shall permit the Director of the Office of Statewide Health Planning and Development, or the Auditor General, or the State Controller, or their authorized representatives, access to records maintained on source of income and expenditures of its family practice residency training program for the purpose of audit and examination.
2. The training institution shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

**EXHIBIT E**

3. The training institution agrees to make available at the office of the training institution at all reasonable times during the period set forth in subparagraph 4 below any of the records for inspection, audit or reproduction by an authorized representative of the State.
4. The training institution shall preserve and make available its records (a) for a period of three years from the date of final payment under this contract, and (b) for such longer period, if any, as is required by applicable statute, by any other clause or this subcontract, or by subparagraph a or b below:
  - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. Records which relate to (1) litigation of the settlement of claims arising out of the performance of this contract, or (2) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the training institution until disposition of such appeals, litigation, claims, or exceptions.
5. Except for the records described in subparagraph 4 above, the training institution may in fulfillment of its obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of the two years following the last day of the month or reimbursement to the training institution of the invoice or voucher to which such records relate, unless a charter person is authorized by the State or its duly authorized representatives.