

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

712



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
March 6, 2013

SUBJECT: Acceptance of Song Brown Grant Award Number 13-4019 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) Accept the award and authorize the Hospital Director to sign the Agreement on behalf of the Board, \$34,410.00 in Fiscal Years 2013-14, 2014-15, and 2015-16 for a total of \$103,230.00.

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

FINANCIAL DATA	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:	

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

C.E.O. RECOMMENDATION: APPROVE
BY: *Debra Cournoyer*

Debra Cournoyer
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 19, 2013
xc: RCRMC

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*

Deputy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3-26

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 3/13
Departmental Concurrence

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

SUBJECT: Acceptance of Song Brown Grant Award Number 13-4019 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 nearly 40 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 two (2) new capitation cycles equal to \$51,615.00 each for a total award of \$103,230.00 to be received in increments of \$34,410.00 annually for fiscal years 2013/14 through 2015/16 to support the continued expansion of the residency program, which began in July 2012 at RCRMC; and to help support the continued training of our residents at the Federally Qualified Health Center (FQHC) look-alike county clinics in Riverside County, along with training at community and school-based sites.

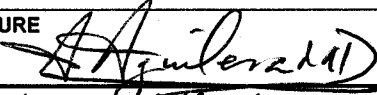
With the support of Song Brown funding, all PGY-2 and PGY-3 residents will continue to participate in the longitudinal continuity clinic experience at either Perris or Rubidoux county family clinics. This experience has allowed our residents to gain insight in caring for underserved populations in a community setting. In addition, these community based clinic training sites have also allowed the program to expose residents to a broader demographic of patients, increase the number of continuity clinic visits, increase the number of prenatal visits and increase continuity obstetric deliveries.

Song Brown funding has also allowed our PGY-3 residents to help participate in providing free health screening and medical care to underserved areas facilitated by the Mobile Health Clinic, such as in Mead Valley Community Center. The program has been able to increase the number of residents participating in this site and plans to involve other Mobile Health Clinic sites in the near future. This funding will also support education and training for residents in areas of cultural competence through our annual program retreat; forming clinical pipeline programs; attracting underrepresented minority and/or disadvantaged students through our annual open house and our efforts in community outreach; and participation of community physicians in our program.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.	
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) Riverside County Regional Medical Center	
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
	MAILING ADDRESS 26520 Cactus Avenue	BUSINESS ADDRESS 26520 Cactus Avenue
	CITY, STATE, ZIP CODE Moreno Valley, CA 92555	CITY, STATE, ZIP CODE Moreno Valley, CA 92555
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 95-60000930	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR _____ ENTER SOCIAL SECURITY NUMBER: _____ <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small>	
4	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.	
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.	
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Adolfo Aguilera, MD	TITLE Program Director
	SIGNATURE 	DATE 03/27/2012
6	Please return completed form to: Department/Office: Office of Statewide Health Planning and Development Unit/Section: Healthcare Workforce Development Division Mailing Address: 400 R Street, Room 330 City/State/Zip: Sacramento, CA 95811 Telephone: (916) 326-3753 Fax: (____) _____ E-mail Address: _____	

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

AGREEMENT NUMBER 13-4019
REGISTRATION NUMBER

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: **07/01/2013** through **08/15/2016**
 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 02 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 04 page(s)

Attachment A 03 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)

Douglas Bagley

DATE SIGNED (Do not type)

2/20/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Douglas Bagley, Hospital Director

ADDRESS

26520 Cactus Avenue
 Moreno Valley, CA 92555

STATE OF CALIFORNIA

AGENCY NAME

OSHPD

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

ADDRESS

400 R Street, Suite 359, Sacramento, Ca 95811

FORM APPROVED BY COUNTY COUNCIL
 BY: NEAL R. KIPNIS
 DATE: 3/11/13

California Department of
 General Services Use Only

Exempt per:

EXHIBIT A

SCOPE OF WORK

Contractor agrees to the following:

- A. Riverside County Regional Medical Center 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 12-3013 provide family medicine training for two (2) additional family practice resident/s in the 2013-14, 2014-15, and 2015-16 payment 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, 2013 and ending June 30, 2016.**
- D. Submission of a complete final report including data outcomes for the program within 30 days of the end of Payment Year 3. (See Attachment A) for sample report.

OSHDP agrees to provide:

- A. The Program Director of the Residency Program, the current payment year's (07-01-2013 to 06-30-2014) master certification form and instructions by September 30, 2013.
- B. Direct all contract inquiries to:

Requesting Agency: OSHDP	Contracting Agency: Riverside County Regional Medical Center
Name: Manuela Lachica, Program Director	Name: Cathy Giannini, Director of Managed Care
Phone: (916) 326-3752	Phone: (951) 486-4466
Fax: (916) 322-2588	Fax: (951) 486-4475
E-mail: manuela.lachica@oshpd.ca.gov	E-mail: CGiannin@co.riverside.ca.us

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

Requesting Agency: OSHDP	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: Adolfo Aguilera, MD
Address: 400 R Street, Room 330 Sacramento, CA 95811	Address: 26520 Cactus Avenue Moreno Valley, CA 92555
Phone: (916) 326-3753	Phone: (951) 486-5607
Fax: (916) 322-2588	Fax: (951) 486-5620
E-mail: melissa.omand@oshpd.ca.gov	E-mail: aaquiler@co.riverside.ca.us

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Payment**

- A. For services satisfactorily rendered in accordance with the Scope of Work, Exhibit A 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.

Payment Year	Time Period	Per Resident Rate	Maximum allowable
Payment Year 1	07/01/2013 to 06/30/2014	Two (2) resident/s at \$1,433.75 per resident per month	\$34,410.00
Payment Year 2	07/01/2014 to 06/30/2015	Two (2) resident/s at \$1,433.75 per resident per month	\$34,410.00
Payment Year 3	07/01/2015 to 06/30/2016	Two (2) resident/s at \$1,433.75 per resident per month	\$34,410.00

- 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 trained 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 for payment 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. OSHPD will withhold the final quarterly payment due to the contractor under this Contract until all required reports are submitted to OSHPD and approved. OSHPD will notify the contractor of approval in writing.

EXHIBIT B

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. 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.

EXHIBIT E

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.
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.

ATTACHMENT A

Capitation Funding - Final Report

- This form is a **SAMPLE** only
- The original will be available for download on July 1, 2016
- Download form at: <http://www.oshpd.ca.gov>

For payment years July 1, 2013 thru June 30, 2016		
Residents identified during contract period	Date of most recent ABFM or AOBFP Certification	Graduate practice site (Name and Address)

Section 128230 of the Song-Brown Act requires that:

"...the commission shall give priority to programs that have demonstrated success in the following areas:

- a) Actual placement of individuals in medically underserved areas.
- b) Success in attracting and admitting members of minority groups to the program.
- c) Success in attracting and admitting individuals who were former residents of medically underserved areas.
- d) Location of the program in a medically underserved area.
- e) The degree to which the program has agreed to accept individuals with an obligation to repay loans awarded pursuant to the Health Professions Education Funds.

1. What accomplishments in your program demonstrate success in further advancement of the goals cited in Section 128230 of the Song-Brown Act?

ATTACHMENT A

2. Accounting of Funds Awarded

Provide an accounting of the contract funds awarded to your program and a brief description of each line item.

Line Item	Description	Amount
Personnel [Full-time/part-time] Faculty and Staff		
Operating Expenses [Supplies, equipment under \$500.00, postage, duplication, equipment maintenance, communication, and memberships]		
Major Equipment [Equipment over \$500.00]		
Other Costs [Travel, consultants, accreditation fees, stipends]		

ATTACHMENT A

3. Provide a brief overview of your programs successes and/or challenges during the contract period.

4. Please provide the following information:

Program Director Name	Degrees	Title of Position
-----------------------	---------	-------------------

Mailing Address (Organization, Street, City, State, Zip Code)

E-Mail Address	Telephone No.	FAX Number
----------------	---------------	------------

CERTIFICATION AND ACCEPTANCE (Please sign report in blue ink):
I, the undersigned, certify that the statements herein are true and complete to the best of my knowledge:

Program Director	Date
------------------	------

Return by mail to:
Song-Brown Program Analyst
Family Practice Residency Programs
400 R Street, Room 330
Sacramento, CA 95811