

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

217



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
January 7, 2014

**SUBJECT:** Amendment to the professional services agreement with Wilshire Oncology Medical Group  
[Districts – All, \$775,000]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the Fourth Amendment to the hospital services agreement with Wilshire Oncology Medical Group.

**BACKGROUND:**

**Summary**

The fourth amendment to the Wilshire Oncology Medical Group agreement to provide hematology and oncology professional services does not include any increase in cost for the hospital. The amendment revises language related to the term of the professional services agreement to an annual automatic renewal process.

Lowell Johnson  
Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 775,000	\$ 0	\$ 775,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

<b>SOURCE OF FUNDS:</b> Enterprise Funds	<b>Budget Adjustment:</b> NO
	<b>For Fiscal Year:</b> 13/14

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

**APPROVE**

BY:   
Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Ashley 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:** February 4, 2014  
**xc:** RCRMC

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** 10/23/07 3.26, 11/18/08  
3.53, 12/1/09 3.26, 1/10/12 3.45

**District:** All

**Agenda Number:**

**3-16**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 1/17/14

Departmental Concurrence

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

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

**FORM 11:** Amendment to the Professional Services Agreement with Wilshire Oncology Medical Group [Districts - All, \$775,000]

DATE: January 7, 2014

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**Impact on Citizens and Businesses**

All on-site Hematology and Oncology professional services enhance the health care for patients residing in Riverside County and receiving care from Riverside County Regional Medical Center. The Hospital benefits from the collection of revenue for Hematology and Oncology services provided at Riverside County Regional Medical Center.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no increase in costs for dermatology professional services with this amendment.

**Contract History and Price Reasonableness**

On October 23, 2007, agenda no. 3.26 the Board approved the professional services agreement with Wilshire Oncology Medical Group, without securing competitive bids, in accordance with Ordinance 459.4 effective December 1, 2007.

The agreement was first amended on November 18, 2008, agenda no. 3.53. On December 1, 2009 agenda no. 3.26 increased the aggregate amount not to exceed \$775,000 annually and on January 10, 2012 agenda no. 3.45 it further amended the contract by adding the Riverside County HealthCare members health care services to the agreement.

FOURTH AMENDMENT  
TO THE  
AGREEMENT  
BETWEEN  
COUNTY OF RIVERSIDE  
AND  
WILSHIRE ONCOLOGY MEDICAL GROUP

That certain Agreement 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 Wilshire Oncology Medical Group effective December 1, 2007, October 1, 2009 and June 1, 2011 is hereby amended effective December 1, 2012 pursuant to the following:

1. Delete Section 6.1 in its entirety and replace as follows:

“6.1 This Agreement will be effective for an “Initial Term” from December 1, 2007 through November 30, 2008 and automatically continue on a year-to-year basis unless terminated as otherwise provided herein. Either party may terminate this Agreement, without cause, at the end of the Initial Term by giving one hundred eighty (180) days prior written notice to the other party, unless otherwise terminated in accordance to the provisions of Section 13 of the Agreement, or as otherwise specified herein. Either party may terminate this Agreement immediately for a breach of this agreement, by giving written notice to the other parties. Failure to abide by the agreed terms and conditions may result in immediate termination of the Agreement.”

2. Delete Section 3.0, Exhibit A and replace with the following:

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

All other terms and conditions of this Agreement are to remain in full force and effect.

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

COUNTY OF RIVERSIDE  
By: Jeff Stone  
JEFF STONE  
Chair, Board of Supervisors

Date: FEB - 4 2014

By: Lowell Johnson  
Lowell Johnson  
Interim CEO

Date: 12/20/13

ATTEST:  
KECIA HARPER-JHEM, Clerk  
By: Opie DeLo  
DEPUTY

CONTRACTOR  
By: [Signature]

Date: 8/12/13

WILSHIRE ONCOLOGY  
MEDICAL GROUP, INC.  
Corporate Office  
1502 Arrow Hwy  
La Verne, CA 91750

FORM APPROVED COUNTY COUNSEL  
BY: [Signature]  
NEAL R. KIPNIS DATE