

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

394



FROM: Executive Office and Riverside County Regional Medical Center

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Regional Cooperation Agreement between the County and Western University of Health Science Districts – All; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:
Approve and authorize the Chairman, on behalf of the Riverside County Regional Medical Center, to execute the Regional Cooperation Agreement between the County and Western University of Health Science, to include automatic annual renewals for ten years.

BACKGROUND:

Summary

Under the laws of the United States and the State of California as a General Acute Care Hospital, Riverside County Regional Medical Center (RCRMC) is licensed to provide and serve ongoing community medical 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.

Continued on Page 2

FORM APPROVED COUNTY COUNSEL 8/21/14
BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

Lowell Johnson

Lowell Johnson
Hospital Director

Debra Cournoyer

Debra Cournoyer
Deputy County Executive Officer

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

SOURCE OF FUNDS:

Budget Adjustment: No
For Fiscal Year: FY 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *George A. Johnson*
George A. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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: September 9, 2014
xc: E.O., RCRMC

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

Prev. Agn. Ref. District: All Agenda Number:

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

3-12

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

FORM 11: Regional Cooperation Agreement between the County and Western University of Health Science
Districts – All; [\$0]

DATE: August 27, 2014

PAGE: 2 of 2

RCRMC and Western University of Health Science (Western) have a long-standing relationship. Western operates anesthesiology and orthopaedic residency and osteopathic medical student training programs. Through this regional cooperation agreement, Western will serve as a resource to RCRMC for joint education and training of health professionals and provide technical assistance and consultation to RCRMC staff. This agreement formalizes the arrangement between RCRMC and Western to grow and manage certain clinical service lines provided at RCRMC, including its inpatient, ambulatory and federally qualified health centers look-alikes (FQHC). Clinical service lines to be provided include anesthesia and podiatrics.

Per the terms of the agreement, Western shall be responsible for, but not limited to; 1) provision of appropriately qualified attending physicians who are responsible for both care provisions and oversight of residents and medical students; 2) recruitment, orientation, management and discipline of attending physicians; 3) provision of billing services and compensation of attending physicians; 4) referral of patients to RCRMC diagnostic and therapeutic services; 5) ensuring compliance with all federal, state rules and regulations and other applicable agencies laws, statutes, rules and regulations; 6) each physician shall be accountable to both the designated Western Chair and RCRMC Chair for their performance and other patient care metrics; and, 7) measuring and reporting progress toward patient care and budgeted financial performance goals and objectives.

In addition, Western will be jointly responsible with Loma Linda University School of Medicine (LLUSM) and its faculty practice for growing and managing anesthesiology and orthopaedics. Agreements between the County and LLUSM, and the County and University of California, Riverside School of Medicine (UCR) will be submitted separately for Board consideration.

Financial Impact

There are no costs associated with the regional cooperation agreements.

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3 **REGIONAL COOPERATION AGREEMENT**

4 This Agreement is made by and between the County of Riverside (COUNTY) a political
5 subdivision of the State of California on behalf of the Riverside County Regional Medical Center
6 (hereinafter "RCRMC") and Western University of Health Sciences (hereinafter "Western"), a
7 California not for profit school of health science education, collectively referred to as "the
8 Parties."

9 **RECITALS**

10 A. RCRMC is a licensed hospital under the laws of the United States and the State
11 of California as a General Acute Care Hospital that operates an General Acute Care Unit,
12 Intensive Care Unit, Perinatal Care Unit, Intensive Care Newborn Unit, Emergency Care
13 Services Ambulatory Care Services, Acute Psychiatric and General Pediatric Services.

14 B. Western operates anesthesiology and orthopaedic residency and osteopathic
15 medical student training programs in compliance with all applicable laws and regulations.

16 C. RCRMC and Western therefore agree as follows:

17 **TERMS AND CONDITIONS OF AGREEMENT**

18 1. Western shall provide Regional clinical affiliation to RCRMC upon the
19 terms and conditions set forth in this Agreement.

20 2. Western will serve as a resource to RCRMC for joint
21 education and training of health professionals. A staff member will be appointed as a primary
22 liaison between Western and RCRMC for the services specified in this Agreement. In addition,
23 additional liaison personnel will be appointed as needed to coordinate activities between the
24 Parties for each service listed in Exhibit A.

25 3. Guidelines for Consultation

1 Western will provide technical assistance and consultation to RCRMC staff
2 concerning Western services and requirements.

3 4. Annual Policy and Data Review

4 Authorized Western representatives shall meet annually not later than six (6)
5 months after the effective date of this Agreement to identify, preview and develop their policies,
6 procedures and protocols related to the provisions of this Agreement and to jointly review
7 performance data regarding management of clinical services lines as outlined in Exhibit A..

8 5. Term and Renewal Amendment

9 A. TERM. The term of this Agreement shall become effective on July 1, 2014
10 and shall remain in effect for an initial term of ten years unless earlier terminated by either party
11 as set forth below. Thereafter, this Agreement shall renew upon the execution of an
12 amendment, on the same terms and subject to the same conditions.

13 B. TERMINATION WITHOUT CAUSE. Any party may terminate this
14 Agreement without cause by providing the other party with twelve months prior written notice of
15 termination. Termination shall take effect automatically upon expiration of the twelve month
16 notice period.

17 C. TERMINATION WITH CAUSE. This Agreement shall terminate
18 immediately, in the event of the occurrence of the following:

19 a. Revocation, suspension or restriction of the PARTIES licenses,
20 accreditation or certification required for the performance of the duties hereunder.

21 b. Parties failure to provide services as provided herein.

22 6. Indemnification

23 Each party agrees to defend, indemnify and hold harmless the other parties, their
24 officers, employees, and agents from any liability, claim, damage or action whatsoever, based
25 or asserted upon any act or omission of that party, its officers, employees or agents resulting
from the performance of this Agreement, including but not limited to property damage, bodily

1 injury or death. This shall include, but not be limited to, payment of all attorney fees, defense
2 costs and settlements or award.

3 7. Notices

4 All correspondence and notices required or contemplated by this Agreement shall be
5 delivered to the respective parties at the addresses set forth below and are deemed submitted
6 one day after their deposit in the United States mail, postage prepaid:

7 **COUNTY**

8 County of Riverside
9 Contracts Administration
10 Riverside County Regional Medical Center
11 26520 Cactus Avenue
12 Moreno Valley, CA 92555
13 Attention: Hospital Director/CEO

14 **WESTERN**

15 Western University College of Health Sciences
16 Dean – College of Osteopathic Medicine
17 309 E. Second Street
18 Pomona, CA 91766

19 8. Entire Agreement

20 This Agreement constitutes the entire agreement of the parties hereto with
21 respect to its subject matter and supersedes all prior and contemporaneous representations,
22 proposals, discussions and communication, whether oral or in writing. This Agreement may be
23 modified only by a written amendment signed by all parties.
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1 IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to
2 execute this Agreement.

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4 County of Riverside

Western University College of Health Sciences

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6 By: Jeff Stone
Chairman - Board of Supervisors
JEFF STONE

By: Gary M. Gugelchuk
Gary M. Gugelchuk, PhD - Provost/COO

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8 Date: SEP 09 2014

Date: 9/3/14

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11 FORM APPROVED COUNTY COUNSEL
12 BY: Neal R. Kipnis DATE

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14 ATTEST:
15 KECIA HAPPER-JHEM, Clerk
16 BY: Kecia Harper-Jhem
DEPUTY

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SEP 09 2014 3-12

1 CLINICAL SERVICE LINES
2 EXHIBIT A
3 TO
4 REGIONAL COOPERATION AGREEMENT

5 A. Western shall be responsible for growing and managing the following clinical services
6 lines provided at Riverside County Regional Medical Center (RCRMC), including its inpatient,
7 ambulatory and federally qualified health centers (FQHC): Anesthesia and Podiatrics.
8 Responsibility for these clinical services lines shall include, but not be limited to: 1) provision of
9 appropriately qualified (i.e. current board certification or active candidate in the examination
10 process) attending physicians who are responsible for both care provision and oversight of
11 residents and medical students within these clinical service lines to meet the demand for
12 inpatient and ambulatory based consultative evaluation and management services, diagnostic
13 testing, and therapeutic procedures and/or treatments in accordance with current care
14 standards; 2) recruitment, orientation, management and discipline of appropriately qualified (i.e.
15 current board certification or active candidate in the examination process) attending physicians;
16 3) provision of billing services for and compensation for these attending physicians; 4) referral
17 of patients to RCRMC's diagnostic and therapeutic services, unless these services do not exist
18 and/or are unavailable for use; 5) ensuring compliance with all Federal, State rules and
19 regulations and other applicable agencies laws, statutes, rules and regulations; 6) each
20 physician shall be accountable to both the designated Western Chair responsible for that
21 service line and RCRMC Chair for their performance and other patient care metrics as so
22 determined from time to time by RCRMC in collaboration with Western; and 7) measuring and
23 reporting progress toward patient care and budgeted financial performance goals and objectives
24 monthly to RCRMC,

25 B. Western shall be jointly responsible for growing and managing with Loma Linda
University School of Medicine ("LLUSM"), the following clinical service lines provided at
RCRMC,

1 including its inpatient, ambulatory care and FQHC clinics: Anesthesiology and Orthopaedics.
2 Responsibility for these clinical services lines shall include, but not be limited to: 1) provision of
3 appropriately qualified (i.e. current board certification or active candidate in the examination
4 process) attending physicians who are responsible for both care provision and oversight of
5 residents and medical students within these clinical service lines to meet the demand for
6 inpatient and ambulatory based consultative evaluation and management services, diagnostic
7 testing, and therapeutic procedures and/or treatments in accordance with current care
8 standards; 2) recruitment, orientation, management and discipline of appropriately qualified (i.e.
9 current board certification or active candidate in the examination process) attending physicians;
10 3) provision of billing services for and compensation of these attending physicians; 4) referral of
11 patients to RCRMC's diagnostic and therapeutic services, unless these services do not exist
12 and/or are unavailable for use; 5) ensuring compliance with all Federal, State rules and
13 regulations and other applicable agencies laws, statutes, rules and regulations; 6) each
14 physician shall be accountable to both the designated Western Chair responsible for that
15 service line and the RCRMC Chair for their performance and other patient care metrics as so
16 determined from time to time by RCRMC in collaboration with LLUSM; and 7) measuring and
17 reporting progress toward patient care and budgeted financial performance goals and objectives
18 monthly to RCRMC Administration.

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