

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

395



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

FROM: Executive Office and Riverside County Regional Medical Center

SUBMITTAL DATE:
 August 27, 2014

SUBJECT: Regional Cooperation Agreement between the County and University of California, Riverside School of Medicine and its Faculty Practice 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 University of California, Riverside School of Medicine and its Faculty Practice, 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

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*

 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

3-13

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

FORM 11: Regional Cooperation Agreement between the County and University of California, Riverside School of Medicine and its Faculty Practice Districts – All; [\$0]

DATE: August 27, 2014

PAGE: 2 of 2

RCRMC and University of California, Riverside School of Medicine (UCR) and its Faculty Practice (UCRFP) are embarking on a new relationship. UCR operates medical residency and medical student training programs and UCRFP provides a faculty practice program the purpose of which is to provide community and/or direct patient care services, establish clinical sites for student education and/or pursue research and leadership opportunities. Through this regional cooperation agreement, UCR and UCRFP 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 the RCRMC, UCR and UCRFP 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 internal medicine, family medicine, cardiology (non-invasive) and general surgery.

Per the terms of the agreement, UCR and UCRFP 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 UCR 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, UCR and UCRFP will be jointly responsible with Loma Linda University School of Medicine (LLUSM) and its faculty practice for growing and managing cardiology (non-invasive) and gastroenterology; and with Western University School of Health Science (Western) for anesthesiology and orthopaedics. Agreements between the County and LLUSM, and the County and Western will be submitted separately for Board consideration.

Financial Impact

There are no costs associated with the regional cooperation agreements.

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2
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"), University of California Riverside School of Medicine (hereinafter
7 "UCR"), a California public school of medical education, and its Faculty Practice (hereinafter
8 "UCRFP"), collectively referred to as "the 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. UCR operates medical residency and medical student training programs in
15 compliance with all applicable laws and regulations.

16 C. UCR is a California public University pursuant to the laws of the State of
17 California. UCR employs clinical faculty in the areas of Internal Medicine, Family Medicine,
18 General Surgery, Cardiology, and Obstetrics & Gynecology for a faculty practice program.

19 RCRMC and UCR therefore agree as follows:
20

21 **TERMS AND CONDITIONS OF AGREEMENT**

22
23 1. UCR and UCRFP shall provide Regional clinical affiliation to RCRMC upon the
24 terms and conditions set forth in this Agreement.

25 2. UCR and UCRFP will serve as a resource to RCRMC for joint education and
training of health professionals. A staff member will be appointed as a primary liaison between

1 UCR, UCRFP and RCRMC for the services specified in this Agreement. In addition, additional
2 liaison personnel will be appointed as needed to coordinate activities between the Parties for
3 each service listed in Exhibit A.

4 3. Guidelines for Consultation

5 UCR and UCRFP will provide technical assistance and consultation to RCRMC
6 staff concerning UCR and UCRFP services and requirements.

7 4. Annual Policy and Data Review

8 Authorized UCR, UCRFP and RCRMC representatives shall meet annually not
9 later than six (6) months after the effective date of this Agreement to identify, preview and
10 develop their policies, procedures and protocols related to the provisions of this Agreement and
11 to jointly review performance data regarding management of clinical services lines as outlined in
12 Exhibit A.

13 6.0 TERM AND RENEWAL AND AMENDMENT

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

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

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

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

b. Parties failure to provide Services as provided herein.

1 7. **Indemnification**

2 Each party agrees to defend, indemnify and hold harmless the other party, its officers,
3 employees, and agents from any liability, claim, damage or action whatsoever, based or
4 asserted upon any act or omission of that party, its officers, employees or agents resulting from
5 the performance of this Agreement, including but not limited to property damage, bodily injury or
6 death. This shall include, but not be limited to, payment of all attorney fees, defense costs and
7 settlements or award.

8 8. **NOTICES**

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

12 **COUNTY**

13 County of Riverside
14 Contracts Administration
15 Riverside County Regional Medical Center
16 26520 Cactus Avenue
17 Moreno Valley, CA 92555
18 Attention: Hospital Director/CEO

16 **UCR**

17 **University of California – Riverside School of Medicine**
18 Dean
19 900 University Ave., SOM Education building
20 Riverside, CA, CA 92521

19 **UCRFP**

20 **University of California – Riverside Faculty Practice**
21 President
22 900 University Ave., SOM Education building
23 Riverside, CA, CA 92521

1 **9. ENTIRE AGREEMENT**

2 This Agreement constitutes the entire agreement of the parties hereto with
3 respect to its subject matter and supersedes all prior and contemporaneous representations,
4 proposals, discussions and communication, whether oral or in writing. This Agreement may be
5 modified only by a written amendment signed by all parties.

6
7 **IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to
8 execute this Agreement.

9 COUNTY

University of California – Riverside School
of Medicine

10
11 By: Jeff Stone
12 Chairman - Board of Supervisors
13 **JEFF STONE**

By: [Signature]
Dean

14 Date: SEP 09 2014

Date: _____

15
16 FORM APPROVED COUNTY COUNSEL
17 BY: Neal R. Kipnis DATE
18 NEAL R. KIPNIS

University of California – Riverside School
of Medicine Faculty Practice

19 By: [Signature]
20 President

21 ATTESIT
22 KECIA HARPER-HEM, Clerk
23 By: [Signature]
24 DEPUTY

25 Date: _____

SEP 09 2014 3:13

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

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

25 B. UCR and UCRFP shall be jointly responsible for growing and managing with Loma Linda
School of Medicine (LLU) and its faculty practice, the following clinical service lines provided at

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

19 C. UCR and LLUSM shall jointly be responsible for growing and managing with the Western
20 University School of Health Sciences (Western) for the following clinical service lines provided
21 at RCRMC, including its inpatient, ambulatory care and FQHC clinics: Anesthesiology and
22 Orthopaedics. Responsibility for these clinical service lines shall include, but not be limited to:
23 1) provision of appropriately qualified (i.e. current board certification or active candidate in the
24 examination process) attending physicians who are responsible for both care provision and

25

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