

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

396



FROM: Executive Office and Riverside County Regional Medical Center

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Regional Cooperation Agreement between the County and Loma Linda University School of Medicine and Faculty Physicians and Surgeons of Loma Linda University School of Medicine 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 Loma Linda University School of Medicine and Faculty Physicians and Surgeons of Loma Linda University School of Medicine, 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

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:

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

Departmental Concurrence

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

3-14

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

FORM 11: Regional Cooperation Agreement between the County and Loma Linda University School of Medicine and Faculty Physicians and Surgeons of Loma Linda University School of Medicine Districts – All; [\$0]

DATE: August 27, 2014

PAGE: 2 of 2

RCRMC and Loma Linda University School of Medicine (LLU) and Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) have had a long-standing relationship. LLU operates medical residency and medical student training programs and LLUSM 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, LLU and LLUSM 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, LLU and LLUSM 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 pediatrics (general and subspecialty), allergy, cardiology (invasive, interventional and electrophysiology), dermatology, endocrine, hematology/oncology, hepatology, infectious disease, neurology, ophthalmology, otolaryngology, surgery and urology

Per the terms of the agreement, LLU and LLUSM 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 LLU 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, LLU and LLUSM will be jointly responsible with University of California, Riverside (UCR) 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 UCR, 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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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"), Loma Linda University School of Medicine (hereinafter "LLU"), a
7 California not for profit religious school of medical education, and Faculty Physicians and
8 Surgeons of Loma Linda University School of Medicine (hereinafter "LLUSM"), collectively
9 referred to as "the Parties."

10 **RECITALS**

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

15 B. LLU operates medical residency and medical student training programs in
16 compliance with all applicable laws and regulations.

17 C. LLUSM is a California non-profit religious Corporation pursuant to the non-profit
18 Corporation law of the State of California. LLUSM employ clinical faculty in the areas of
19 Ophthalmology, Dermatology, Preventive Medicine, Neurology, Cardiology, Surgical Specialties,
20 Internal Medicine, Obstetrics & Gynecology, Pediatrics, Psychiatry, and Orthopedics for a
21 faculty practice program.

22 RCRMC, LLU and LLUSM therefore agree as follows:

23 **TERMS AND CONDITIONS OF AGREEMENT**

24 1. LLU and LLUSM shall provide Regional clinical affiliation to RCRMC upon the
25 terms and conditions set forth in this Agreement.

1 2. LLU and LLUSM will serve as a resource to RCRMC for joint
2 education and training of health professionals. A staff member will be appointed as a primary
3 liaison between LLU, LLUSM and RCRMC for the services specified in this Agreement. In
4 addition, additional liaison personnel will be appointed as needed to coordinate activities
5 between the Parties for each service listed in Exhibit A.

6 3. Guidelines for Consultation

7 LLU and LLUSM will provide technical assistance and consultation to RCRMC
8 staff concerning LLU and LLUSM services and requirements.

9 4. Annual Policy and Data Review

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

15 5. Term and Renewal Amendment

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

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

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

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

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

4 6. Indemnification

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

11 7. Notices

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

15 **COUNTY**

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

19 **LLUSM**

20 Faculty Physicians and Surgeons of LLUSM
21 Faculty Medical Offices
11175 Campus Street
Coleman Pavilion, Room 11120
Loma Linda, CA 92354

22 **LLU**

23 Loma Linda School of Medicine
24 11175 Campus Street
Coleman Pavilion, Room A-1108
25 Loma Linda, Ca 92350

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

8. Entire Agreement

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

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

County of Riverside

Loma Linda University Medical Center
& Children's Hospital

By: Jeff Stone
Chairman - Board of Supervisors
JEFF STONE

By: _____
Hospital Administrator

Date: SEP 09 2014

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 9/9/14
NEAL R. KIPNIS

Faculty Physicians and Surgeons of Loma
Linda University School of Medicine

By: _____
President

ATTEST
KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY

Date: _____

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CLINICAL SERVICE LINES
EXHIBIT A
TO
REGIONAL COOPERATION AGREEMENT

A. LLU and LLUSM shall be responsible for growing and managing the following clinical services lines provided at Riverside County Regional Medical Center (RCRMC), including its inpatient, ambulatory and federally qualified health centers (FQHC): Pediatrics (General and Subspecialty), Allergy, Cardiology (Invasive, Interventional and Electrophysiology), Dermatology, Endocrine, Hematology/Oncology, Hepatology, Infectious Disease, Neurology, Ophthalmology, Otolaryngology, Surgery and Urology. Responsibility for these clinical services lines shall include, but not be limited to: 1) provision of appropriately qualified (i.e. current board certification or active candidate in the examination process) attending physicians who are responsible for both care provision and oversight of residents and medical students within these clinical service lines to meet the demand for inpatient and ambulatory based consultative evaluation and management services, diagnostic testing, and therapeutic procedures and/or treatments in accordance with current care standards; 2) recruitment, orientation, management and discipline of appropriately qualified (i.e. current board certification or active candidate in the examination process) attending physicians; 3) provision of billing services for and compensation for these attending physicians; 4) referral of patients to RCRMC's diagnostic and therapeutic services, unless these services do not exist and/or are unavailable for use; 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 LLU Chair responsible for that service line and RCRMC Chair for their performance and other patient care metrics as so determined from time to time by RCRMC in collaboration with LLU and LLUSM; and 7) measuring and reporting progress toward patient care and budgeted financial performance goals and objectives monthly to RCRMC,

B. LLU and LLUSM shall be jointly responsible for growing and managing with University of

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

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

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 LLU 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 LLU and LLUSM; and 7) measuring and reporting progress toward
13 patient care and budgeted financial performance goals and objectives monthly to RCRMC.

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