



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 12964)

MEETING DATE:
Tuesday, August 25, 2020

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Second Amendment to the Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Vascular Surgery Services Effective July 1, 2020 with options to renew through June 30, 2023; All Districts. [Total Cost Increase \$1,275,780; Annual Increase \$425,260; up to \$127,578 in additional compensation – 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Second Amendment to the Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Vascular Surgery Services effective July 1, 2020 with options to renew in one-year increments through June 30, 2023, increase the annual contract amount by \$425,260 from \$551,344 to \$976,604 and authorize the Chairman of the Board to sign the Amendment on behalf of the County, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel: to sign amendments that make modifications to the scope of services that stay within the intent of the agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement.


ACTION: Policy


Jennifer Crulshani, Chief Executive Officer – Health System 8/5/2020

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: Jeffries
Date: August 25, 2020
xc: RUHS-MC

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 425,260	\$ 425,260	\$ 1,275,780	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 20/21-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Second Amendment to an existing Agreement between RUHS-Medical Center and Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) for vascular surgery services. This Amendment will increase the annual maximum contract amount as the number of full-time equivalent (FTE) increases. FPS LLUSM will provide on-call services during the weekends and holidays and they will perform daily rounds on vascular patients. An upsurge for vascular physicians at the medical center spiked in January 2020 as more patients in need of vascular services were admitted.

Impact on Citizens and Businesses

This amendment allows RUHS-Medical Center to continue to provide essential services to the community and their target populations. By increasing the number of physicians, RUHS is better staffed to provide care to the increased volume of new and returning patients.

Additional Fiscal Information

The table below illustrates the annual budget amount per fiscal year.

Fiscal Year:	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	TOTAL
BOS Approved 06/11/19; 15.1	\$315,567	\$551,344	\$551,344	\$551,344	\$551,344	\$2,520,943
Under Purchasing Authority: Increased in accordance with Motion #2	N/A	\$35,828	N/A	N/A	N/A	\$35,828
Requested Increase Amount	N/A	N/A	\$425,260	\$425,260	\$425,260	\$1,275,780
TOTAL COST	\$315,567	\$587,172	\$976,604	\$976,604	\$976,604	\$3,832,551

Contract History and Price Reasonableness

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

On June 11, 2019, Agenda Item #15.1, the Board approved the Agreement with FPS LLUSM to provide vascular surgery services effective July 1, 2018 through June 30, 2020, with the options to renew for three additional years through June 30, 2023 not to exceed \$551,344. A First Amendment was executed effective March 1, 2020 to increase the annual amount by \$35,828 from \$551,344 to \$587,172. The slight increase was within the ten percent (10%) Purchasing Agent's authority.

This Second Amendment amends both the scope of work and the contract amount increasing the annual contract amount to \$976,604 through June 30, 2023 as the number of FTE positions will increase to ensure coverage for needed services.

ATTACHMENTS:

Attachment A: **SECOND AMENDMENT TO THE AGREEMENT WITH FACULTY
PHYSICIANS AND SURGEON OF LOMA LINDA UNIVERSITY
SCHOOL OF MEDICINE FOR VASCULAR SURGERY SERVICES**


Teresa Summers, Director of Purchasing 8/5/2020


Brianna Lentajo, Management Analyst 8/18/2020


Gregory V. Priarios, Director County Counsel 8/7/2020

**SECOND AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Vascular Surgery Services)**

This Second Amendment to the Agreement for Professional Medical Services (Vascular Surgery Services) (Second Amendment), is entered into by and between the **County of Riverside** (COUNTY), a political subdivision of the State of California, on behalf of the Riverside University Health System Medical Center (HOSPITAL) and **Faculty Physicians and Surgeons of LLUSM**, a California non-profit corporation, **dba Loma Linda University Faculty Medical Group** (CONTRACTOR), sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (Vascular Surgery Services), approved June 11, 2019, Agenda Item Number 15.1 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Vascular Surgery (SPECIALTY); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement to increase the scope of services and maximum amount of compensation effective March 1, 2020, (First Amendment); and

WHEREAS, COUNTY and CONTRACTOR desire to further amend the Agreement to extend the Term by exercising one of the renewal options and increasing both the scope of services and the compensation set out in the Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Term. **Section 5.1 Term** is hereby amended to read as follows:

"The Term of this Agreement shall be effective July 1, 2018 through June 30, 2021, with the option to renew for two (2) additional one-year renewals (Renewal Term) through June 30, 2023. Such renewals shall be by execution of a written amendment extending the term."

2. Exhibit A. **Section 1.0 Contractor Staffing**, subsection A of Exhibit A, is hereby amended to read as follows:

"1.0 CONTRACTOR STAFFING

- A. Provide adequate staffing to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the DEPARTMENT and the HOSPITAL Medical Director. It is contemplated there shall be the following positions staffed:

Position	Effective July 1, 2020	
	Schedule	Annual Work Effort / RVUS
Primary Vascular Surgeon	1.0 FTE	6,800
Night Call	5 nights per week / 40 weeks per year 4 nights per week / 12 weeks per year	248 nights
Weekend and Holiday Coverage (call and rounding)	52 weekends + 12 holidays	116 days
Emergent, unscheduled cases (come in and perform surgery)	As needed	Up to 80 cases per year
Vacation coverage (acting primary vascular surgeon)	20 days as scheduled with primary surgeon	4,200

A full time equivalent (FTE) vascular surgeon is agreed to be coverage at the hospital for forty-two (42) weeks per year, consisting of two operating room focused days averaging eight to ten (8-10) hours per day and three clinic focused days averaging at least eight (8) hours per day.

Surgeons performing vacation coverage will meet the same schedule expectations as the primary surgeon. Surgeons performing weekend and holiday coverage are expected to come to the hospital whether or not called in, round on any vascular patients in house and document that visit, in addition to being available by phone for consultations twenty-four (24) hours per day.

3. Exhibit C - Compensation. Section 1.0 Compensation of Exhibit C, Payment Provision is hereby amended to read as follows:

“1.0 Compensation

Subject to the conditions set forth below, as payment for CONTRACTOR’s provision of SPECIALITY outpatient/clinic services, administrative duties, supervisory duties, teaching services, inpatient care, development of treatment protocols, on-call coverage, supervision of SPECIALITY services provided at HOSPITAL, and all other services contemplated by this Agreement, HOSPITAL shall pay CONTRACTOR as specified in the table below:

Position	FTE	Per Unit Compensation	Total Compensation
Primary Vascular Surgeon	1.0	\$649,053	\$649,053
Night Call (up to 5 nights per week)	N/A	\$ 608.43 per night	\$150,891
Weekend and Holiday Coverage (up to 104 Weekend days and 12 Holidays)	N/A	\$620.10 per day	\$71,932
Vacation Coverage (20 days on-site)	N/A	\$1,378 per day	\$27,560
Emergent, unscheduled cases (up to 80 incoming cases per year)	N/A	\$964.60 per case	\$77,168
TOTAL	1.0		\$976,604

If the parties mutually agree to change the staffing levels as contemplated above and such change is not effectuated on the first day of a month, then COUNTY shall pay CONTRACTOR a pro rata amount for each of the staffing levels used during such month.

Any change to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement. The parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable. Payments to CONTRACTOR shall be made on a monthly basis, in arrears, for services actually provided during the term of this Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified below.”

4. Exhibit C - Professional Billing. Section 2.0 Professional Billing of Exhibit C, is hereby amended to add the following paragraph to the end of the section:

“The Parties agree that CONTRACTOR shall continue to bill and collect professional fees for its Professional Services under CONTRACTOR's tax identification number and provider numbers. CONTRACTOR agrees to extend to HOSPITAL's patients the same financial assistance policies as HOSPITAL. HOSPITAL will share with CONTRACTOR its determinations relating to the qualification of individuals for financial assistance and underlying submissions relating thereto.”

5. Exhibit C - Maximum Annual Compensation. Section 4.0 Maximum Annual Compensation of Exhibit C, is hereby amended to read as follows:

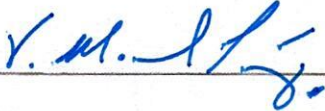
“Effective July 1, 2020, the maximum compensation per County fiscal year shall not exceed nine hundred seventy-six thousand six hundred and four dollars (\$976,604).”

6. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
7. Effective Date. This Second Amendment to the Agreement shall become effective July 1, 2020.

[Signature Page Follows]

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

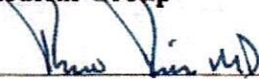
By: 

Name: V. Manuel Perez

Title: Chairman, Board of Supervisors

Date: AUG 25 2020

Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group

By: 

Name: Ricardo Peverini, M.D.

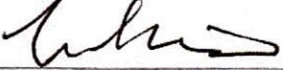
Title: President

Date: 05/01/2020

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED TO FORM:
Gregory P. Priamos
County Counsel

By: 

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: 6/22/2020