



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



ITEM: 15.2  
(ID # 13876)

**MEETING DATE:**

Tuesday, December 08, 2020

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Fourth Amendment to the Professional Service Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine to provide General Surgery Physician Services effective November 1, 2020 through June 30, 2022; All Districts. [Annual Cost Increase \$644,706; up to \$64,470 in additional compensation – 100% Hospital Enterprise Fund - 40050]

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

1. Ratify and approve the Fourth Amendment to the Professional Service Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine to provide General Surgery Physician Services effective November 1, 2020 through June 30, 2022, and increase the annual contract by \$644,706 from \$5,827,082 to \$6,471,788 annually 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 exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) annually.

**ACTION:** Policy


  
Jennifer Cruikshank | Chief Executive Officer - Health System | 11/17/2020

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**MINUTES OF THE GOVERNING BOARD**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
 Nays: None  
 Absent: None  
 Date: December 8, 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**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$644,706	\$644,706	\$1,289,412	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% - Hospital Enterprise Fund 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21-21/22</b>	

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

**BACKGROUND:**

**Summary**

The requested Board action will approve a Fourth Amendment which expands, in two steps, the scope of services provided for General Surgery Physician Services. Riverside University Health System-Medical Center (RUHS MC) has experienced a significant increase in trauma care cases since 2018. The most recent information, 2019 to 2020, reflects an increase in encounters from 1,678 to 3,115. In addition, the number of trauma admissions have increased from an average of 214 per month in 2019 to 260 per month in 2020. This increase has produced a heavy burden to RUHS MC's current trauma staff, affecting both the Attending Surgeons' and the Residents' work hours.

In accordance with the Accreditation Council for Graduate Medical Education (ACGME) guidelines, program Residents are to adhere to an 80-hour maximum weekly work limit (unless a rotation-specific exception is granted by a Review Committee). This amendment will add, effective November 1, 2020 through June 30, 2022, one FTE Advance Care Practitioner (ACP) to support the role of the Resident physicians in training and limit their work hours to those permitted by the ACGME. In addition, one full time equivalent (FTE) of Trauma Attending Surgeon services will be added effective January 1, 2021 to manage the increased volume of patients in need of trauma services.

The Agreement continues to maintain Administrative obligations for the service and continues proctoring and review on a regular basis for the clinical education of residents and all health care professionals working in general surgery services. The rates at which these services are being provided remains the same as earlier in this Agreement.

**Impact on Citizens and Businesses**

This Agreement improves patient care by increasing the number of service providers and by fulfilling a key prerequisite for maintaining the Medical Center's Level 1 trauma center status.

**Additional Fiscal Information**

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

This amendment will increase the annual amount by adding \$644,706 to each fiscal year. The source of funds will be 100% Hospital Enterprise Fund.

**Contract History and Price Reasonableness**

RUHS has engaged experts in the healthcare field to assist with a competitive market analysis to ensure this agreement meets price reasonableness and rates are within industry standards. On January 23, 2018, Agenda Item #3.25, the Board approved a Professional Services Agreement with Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group effective January 1, 2018 for five years through June 30, 2022 not to exceed the annual amount of \$6,155,688. On September 21, 2018, under the Purchasing Agent's authority a First Amendment extended the agreement by exercising the renewal option. On September 10, 2019, Agenda Item #15.2, the Board approved a Second Amendment to extend the period of performance, expand the scope of services, and increase the annual contract amount. And on April 30, 2020, a Third Amendment was approved under the Purchasing Agent's authority to exercise the renewal option.

This Fourth Amendment will supplement staffing to allow for general surgery to cover trauma services by adding one Trauma Attending Physician FTE and one ACP FTE to support the role of the Resident physicians in training. Under the Agreement, FPS LLUSM has agreed to continue extending the RUHS financial assistance policy to patients, so there will be no financial impact to patients from this change.

While the annual contract amount will increase, as the amount of services provided increases, this amendment will continue to use the same fair market value (FMV) table used to establish the original contract agreement rates.

**ATTACHMENTS:**

**Attachment A:      FOURTH AMENDMENT TO THE PROFESSIONAL SERVICE  
AGREEMENT WITH FACULTY PHYSICIAN AND SURGEONS OF  
LLUSM DBA LOMA LINDA UNIVERSITY FACULTY MEDICAL  
GROUP (GENERAL SURGERY PHYSICIAN SERVICES)**

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

  
Tina Grande, Director of Purchasing 11/20/2020

  
Brianna Lentajo, Management Analyst 12/2/2020

  
Gregory V. Priamos, Director County Counsel 11/22/2020

**FOURTH AMENDMENT TO THE  
AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES  
(General Surgery Services)**

This Fourth Amendment to the Agreement for Professional Medical Services (General Surgery Services) (Fourth 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".

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (General Surgery Services), approved January 23, 2018, Agenda Item Number 3.25, and effective January 1, 2018 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of General Surgery (SPECIALTY);

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved September 21, 2018, to extend the term by exercising its renewal options and to add quality metric requirements, (First Amendment),

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved September 10, 2019; Agenda Item #15.2 to amend the scope of services and increase the maximum annual amount, (Second Amendment),

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Third Amendment to the Agreement, approved April 30, 2020 to extend the term by exercising its renewal option, (Third Amendment); and

WHEREAS, COUNTY and CONTRACTOR desire to amend scope of services and increase the maximum annual amount;

NOW THEREFORE, the Parties agree as follows:

1. Exhibit A. Exhibit A, Section 1.0 is hereby amended to read as follows:

"1.0 CONTRACTOR STAFFING

A. Provide adequate staffing to assume medical care responsibilities for SPECIALITY services under the direction of the Chief of the DEPARTMENT and the HOSPITAL Medical Director.

B. It is contemplated there shall be the following positions staffed:

Position	Effective November 2, 2020		Effective January 1, 2021	
	Total FTEs	Total wRVU	Total FTEs	Total wRVU
Trauma / Critical Care Fellowship Trained Surgeons	7.0	47,600	8.0	54,400
Surgical Oncology / Colorectal Surgeon	1.0	5,700	1.0	5,700
Vascular Surgeon	1.0	6,900	1.0	6,900
Administrative time - Surgery Department Chair	0.2	N/A	0.2	N/A
Administrative time -Surgical Residency Program Director	0.2	N/A	0.2	N/A
Administrative time Trauma Director	0.2	N/A	0.2	N/A
Surgeon in Chief - National Trauma Leader	1.0	N/A	1.0	N/A
Advance Care Practitioner (ACP) for SICU (PA or NP)	3.0	N/A	3.0	N/A
Research Analyst	1.0	N/A	1.0	N/A
In-House Call Coverage Weeknights (7pm-7am)	1.0	N/A	1.0	N/A
In-House Call Weekend and Holidays (per 24 hours, starting Saturday at 7am and ending Monday at 7am)	1.0	N/A	1.0	N/A
Rounding ICU Weekends/Holidays	1.0	N/A	1.0	N/A
Second Attending to Round on Non-ICU Patients Weekend/Holidays	1.0	N/A	1.0	N/A
Back-Up Surgeon for Cases	1.0	N/A	1.0	N/A
<b>TOTAL</b>	<b>19.6</b>	<b>60,200</b>	<b>20.6</b>	<b>67,000</b>

CONTRACTOR shall provide all SPECIALITY outpatient/clinical services, administrative duties, diagnostic procedures, consultations, supervisory duties, teaching services, inpatient care, development of treatment protocols, telehealth and supervision of SPECIALITY services provided at HOSPITAL. Without limiting the foregoing, CONTRACTOR shall staff and provide SPECIALITY services at HOSPITAL's SPECIALITY clinics and for the Department of General Surgery. CONTRACTOR shall furnish medical professional staff to adequately provide for staffing of clinics, on-call availability as well as other services as specified in this Exhibit. All administrative issues shall be directed to the HOSPITAL Chief of Medical Staff for handling.

- C. Provide or recruit physicians who have been approved by the HOSPITAL's Credentialing Committee.
- D. Provide suitable staff replacement coverage for any Physician or ACP absent due to extended illness, vacation, seminar attendance, or termination of employment with CONTRACTOR, who was assigned at HOSPITAL under the terms of this Agreement.
- E. Ensure that CONTRACTOR Physicians and ACPs have verifiable SPECIALITY experience and training and must obtain and remain credentialed at all times under the term of this Agreement. Such providers also shall be required by

CONTRACTOR to meet HOSPITAL teaching faculty credentialing requirements established in conjunction with HOSPITAL teaching programs and affiliation agreements with teaching institutions.”

2. Exhibit C. Exhibit C Section 1.0 Compensation is hereby amended to read as follows:

“1.0 Compensation

Subject to the conditions set forth below CONTRACTOR’s provision of SPECIALTY outpatient/clinical services, administrative duties, supervisory duties, teaching services, inpatient care, development of treatment protocols, on-call coverage, supervision of SPECIALTY services provided at HOSPITAL, and all other services contemplated by this Agreement, HOSPITAL and CONTRACTOR have agreed on the following fair market value estimate and total contract payment specified in the table below:

A. Effective November 1, 2020 (One additional ACP)

POSITION	TOTAL FTE's	VALUE
Trauma / Critical Care Fellowship Trained Surgeons	7.0	\$4,184,274
Surgical Oncology / Colorectal Surgeon	1.0	\$570,276
Vascular Surgeon	1.0	\$649,053
Administrative time Department Chair	0.2	\$129,811
Administrative time Surgical Residency Program Director	0.2	\$119,579
Administrative time Trauma Director	0.2	\$119,579
Surgeon in Chief – National Trauma Leader	1.0	\$1,033,500
Advance Care Practitioners (ACP) for SICU	3.0	\$599,430
Research Analyst	1.0	\$110,240
In-House Call Coverage Weeknights (\$370 per call 7pm-7am)	1.0	\$126,955
In-House Call Coverage Weekend and Holidays (\$1,100 per 24 hours, starting Saturday at 7am and ending Monday at 7am)	1.0	\$175,833
Rounding ICU Weekends and Holidays (\$540 per day)	1.0	\$86,318
Second Attending Rounding on Non-ICU Patients Weekends Holidays (\$540 per day)	1.0	\$86,318
Back-Up Surgeon for Cases (\$700 per case)	1.0	\$34,726
<b>Fair Market Value</b>		<b>\$8,025,892</b>
<b>Anticipated Collections for Professional Services</b>		<b>\$2,000,000</b>
<b>Total contract maximum</b>		<b>\$6,025,892</b>

B. Effective January 1, 2021 (One additional ACP and One Additional Surgeon)

POSITION	TOTAL FTE's	VALUE
Trauma / Critical Care Fellowship Trained Surgeons	8.0	\$4,783,170

Surgical Oncology / Colorectal Surgeon	1.0	\$570,276
Vascular Surgeon	1.0	\$649,053
Administrative time Department Chair	0.2	\$129,811
Administrative time Surgical Residency Program Director	0.2	\$119,579
Administrative time Trauma Director	0.2	\$119,579
Surgeon in Chief – National Trauma Leader	1.0	\$1,033,500
Advance Care Practitioner (ACP) for SICU	3.0	\$599,430
Research Analyst	1.0	\$110,240
In-House Call Coverage Weeknights (\$370 per call 7pm-7am)	1.0	\$126,955
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Rounding ICU Weekends and Holidays (\$540 per day)	1.0	\$86,318
Second Attending Rounding on Non-ICU Patients Weekends Holidays (\$540 per day)	1.0	\$86,318
Back-Up Surgeon for Cases (\$700 per case)	1.0	\$34,726
<b>Fair Market Value</b>		<b>\$8,624,788</b>
<b>Anticipated Collections for Professional Services</b>		<b>\$2,153,000</b>
<b>Total contract maximum</b>		<b>\$6,471,788</b>

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 during the term of this Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified below.”

3. **Maximum Annual Compensation.** Exhibit C. Section 4.0 Maximum Annual Compensation is hereby amended to read as follows:  
“Maximum annual compensation payable under this Agreement shall not exceed the amount of six million four hundred seventy-one thousand seven hundred eighty-eight dollars (\$6,471,788).”
4. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
5. **Effective Date.** This Fourth Amendment to the Agreement shall become effective November 1, 2020.

*[Signature Page Follows]*



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

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

By: 

Name: V. Manuel Perez

Title: Chairman, Board of Supervisors

Date: DEC 08 2020

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

By: 

Name: Ricardo Peverini, M.D.

Title: President

Date: 10/20/2020

**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: 10/30/2020