



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



**ITEM: 15.1**  
(ID # 14541)

**MEETING DATE:**

Tuesday, March 02, 2021

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Second Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Physical Medicine and Rehabilitation Services Effective March 1, 2021 through June 30, 2024; All Districts. [Annual Cost Increase \$384,752, Total Increase of \$1,539,008, up to \$47,760 in Additional Compensation Annually, 100% Hospital Enterprise Fund 40050]

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

1. Ratify and Approve the Second Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Physical Medicine and Rehabilitation Services effective March 1, 2021 to increase the annual maximum contract amount by \$384,752 from \$92,848 to \$477,600 annually through June 30, 2024 and authorize the Chair 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 total sum of ten percent (10%) of the total annual cost of the agreement.

**ACTION:** Policy




Jennifer Cruikshank, Chief Executive Officer - Health System, 2/22/2021

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: March 2, 2021  
 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>   | \$ 384,752                  | \$ 384,752               | \$ 1,539,008                          | \$ 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 - 23/24</b> |                     |

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

**BACKGROUND:**

**Summary**

The requested Board action will approve a Second Amendment to an existing Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) for Physical Medicine & Rehabilitation Services. In addition to the existing 0.2 Full Time Equivalent (FTE) physician services dedicated for physical medicine & rehabilitation, this Agreement would be expanded to add new services related to chronic pain management. Specifically:

- 212 half days for inpatient consultations and outpatient clinic visits related to chronic pain management;
- A physician Chair for the Medical Center’s Pain Management Committee; and
- Physician participation on a new Opioid Stewardship Committee.

The increased staffing for chronic pain management services is part of Riverside University Health System (RUHS) Medical Center’s new program to provide more specialized care for RUHS patients with chronic pain and better stewardship over the use of opioid medication. RUHS Medical Center currently does not have dedicated pain management services, therefore, the Medical Center proposes adding 0.5 FTE to support this need.

**Impact on Citizens and Businesses**

This Amendment allows RUHS-Medical Center to continue to provide essential services to the community. With the addition of specialized Physicians to staff the service, patients will receive a higher level of care for their chronic pain management needs.

**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.

Under a delegated authority approved by the Board of Supervisors on June 18, 2019; Agenda Item #3.20, the Purchasing Agent approved and signed on May 5, 2020 a Professional Medical

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Services Agreement with FPS LLUSM to provide physical medicine and rehabilitation services effective March 16, 2020, with options to renew annually through June 30, 2024 not to exceed \$92,848 per year. On August 17, 2020, a First Amendment was executed by the Purchasing Agent in accordance with Ordinance No. 459 which exercised a renewal option commencing July 1, 2020 through June 30, 2021. This Second Amendment requires Board approval because the expanded scope of work exceeds the \$450,000 threshold for physician services per Resolution 2019-147, BOS 3.20 dated 6/18/19 and increases the contract amount for an additional \$384,752 from \$92,848 to \$477,600 annually.

**ATTACHMENTS:**

**Attachment A: SECOND AMENDMENT TO THE AGREEMENT WITH FACULTY PHYSICIANS AND SURGEONS OF LOMA LINDA UNIVERSITY SCHOOL OF MEDICINE (PHYSICAL MEDICINE AND REHABILITATION SERVICES)**

  
Tina Grande, Director of Purchasing 2/22/2021

  
Brianna Lantajo, Management Analyst 2/23/2021

  
Gregory V. Priamos, Director County Counsel 2/22/2021

**SECOND AMENDMENT TO THE  
AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES  
(Physical Medicine and Rehabilitation Services)**

This Second Amendment to the Agreement for Professional Medical Services (Physical Medicine and Rehabilitation 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 (Physical Medicine and Rehabilitation Services), effective March 16, 2020 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Physical Medicine and Rehabilitation (SPECIALTY);

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved August 17, 2020, to extend the period of performance commencing July 1, 2020 through June 30, 2021 (First Amendment); and

**WHEREAS**, COUNTY and CONTRACTOR desires to amend the Scope of Work by expanding the number of full time equivalent and increasing the contract amount of the Agreement;

**NOW THEREFORE**, the Parties agree as follows:

1. Contractor Staffing. Section 1.0, subsection A. of Exhibit A Scope of Services, is hereby amended as follows:

“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 fifty-two (52) weeks per year. It is contemplated there shall be the following roles staffed by the CONTRACTOR and work effort equivalent to at least the expected RVUs will be completed by those assigned to the roles:

- a) CONTRACTOR shall provide coverage for 104 half days of Physical Medicine & Rehabilitation Physician Services and expected work effort of at least 820 RVUs.
- b) CONTRACTOR shall provide coverage for 260 half days of Pain Management Physician Services at the RUHS chronic pain management clinic and for inpatient consultations at the Hospital and expected work effort of 2780 RVUs.
- c) A CONTRACTOR physician shall Chair the Hospital’s Pain Management Committee.
- d) A CONTRACTOR physician shall participate in the Hospital’s Opioid Stewardship Committee as a member.

| Physician Services   | Full Time Equivalent (FTE) | Half Days of Services | Annual Expected RVUs |
|--|----------------------------|-----------------------|----------------------|
| Physical Medicine & Rehabilitation (PM&R) Physician Services       | 0.20                       | 85                    | 820                  |
| PM&R Vacation Coverage   | -                          | 20                    |                      |
| Pain Management (PM) Physician (inpatient and outpatient) Services | 0.50                       | 212                   | 2780                 |
| PM Vacation Coverage   | -                          | 48                    |                      |
| Administrative Duties (Committee Chair; Committee member)          | 0.05                       |                       | N/A                  |

The parties agree that to complete a “half day” of physician services the assigned physician must be present and available to provide services at least four (4) hours on the day specified on CONTRACTOR’s schedule and invoice for those services.

2. **Compensation.** Section 1.0 of Exhibit B Payment Provisions, is hereby amended as follows:

“As payment for CONTRACTOR’s provision of SPECIALTY services, contemplated by this Agreement, HOSPITAL shall pay CONTRACTOR as follows:

| Physician Services                                      | Expected Half Days | Rate per Half Day | NTE Annual Compensation |
|---|--------------------|-------------------|-------------------------|
| Physical Management & Rehabilitation Physician Services | 105                | 885.95            | \$ 92,848               |
| Pain Management Physician Services                      | 260                | 1,368.25          | \$355,745               |
| Administrative Services                                 | N/A                | N/A               | \$29,007                |

If the Parties mutually agree to change the staffing levels as contemplated above 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. Payment to CONTRACTOR shall be made on a monthly basis during the term of this Agreement, in arrears, for the services actually provided during the prior month.

**Timesheets** - CONTRACTOR agrees to require the physician(s) providing Administrative Services to complete and submit monthly time sheets in the form attached as Exhibit “F” to support each and every claim for payment of work effort related to Administrative Services.”

3. **Maximum Annual Compensation.** Section 4.0 of Exhibit C. Payment Provision, is hereby amended as follows:

“Maximum annual compensation payable under this Agreement shall not exceed the amount of four hundred seventy-seven thousand six hundred dollars (\$477,600) annually.”

4. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
5. Effective Date. This Second Amendment to the Agreement shall become effective March 1, 2021.

*[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

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

By: Karen S. Spiegel

By: 

Name: Karen Spiegel

Name: Ricardo Peverini, MD

Title: Chairman, Board of Supervisors

Title: President

Date: 03/02/2021

Date: 01/26/2021


**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**APPROVED TO FORM:**

Gregory P. Priamos  
County Counsel

By:   
Martha Ann Knutson,  
Deputy County Counsel

Date: 1/27/21

**PHYSICIAN SERVICES MONTHLY TIMESHEET**

**Physician:** \_\_\_\_\_ **Facility:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Month/Year:** \_\_\_\_\_

Please submit this timesheet to Melody Santiago, Hospital Administration, at the end of each month for the Chief Medical Officer's (CMO's) review. Pursuant to the provisions of the agreement, payment will not be made until a satisfactory timesheet has been prepared, submitted and approved by the HOSPITAL.

Print / Type Form

| Date | Activity/Event and Purpose of Time Spent | Time |
|------|--|------|
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|      |  |      |
|      |  |      |
|      |  |      |
|      |  |      |
|      | Total                                    |      |

I verify that this timesheet accurately records the time and services rendered to Riverside University Health System (RUHS) Medical Center.

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

For HOSPITAL:

To the best of my knowledge and belief, this timesheet accurately reflects the time and services provided to RUHS Medical Center.

\_\_\_\_\_  
CMO