



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



ITEM: 15.1  
(ID # 14658)

**MEETING DATE:**

Tuesday, March 23, 2021

**FROM:** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve the Fourth Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Thoracic Surgery Services Effective January 1, 2021 through June 30, 2023; All Districts. [Total Cost Increase \$452,673; up to \$47,344 in Additional Compensation Annually – 100% Hospital Enterprise Fund 40050]

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

1. Ratify and approve the Fourth Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Thoracic Surgery Services effective January 1, 2021, to increase the annual maximum contract amount by \$150,891 from \$322,556 to \$473,447 annually through June 30, 2023 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

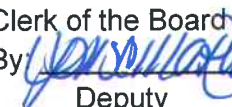
  
Jennifer Cruikeham, Chief Executive Officer – Health System 3/11/2021

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**MINUTES OF THE GOVERNING BOARD**

On motion of Supervisor Hewitt, 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: March 23, 2021  
xc: RUHS-MC

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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<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>	\$ 150,891	\$ 150,891	\$ 452,673	\$ 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: 20/21-22/23</b>	

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

**BACKGROUND:**

**Summary**

The requested Board action will approve a Fourth Amendment to an existing Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) to provide thoracic surgeon services at RUHS Medical Center (RUHS MC) effective January 1, 2021 through June 30, 2023. The Amendment adds specific work effort expectations in both the inpatient and outpatient areas of service by which physician productivity and the need for the increased services can be measured.

In addition, RUHS MC is preparing to be a certified Level 1 Trauma Center. In order to be certified by the County Emergency Medical Services (EMS) as a Level 1 Trauma Center, RUHS MC must comply with the State's Title 21 Code of California Regulations that require a specialized cardiothoracic surgeon to be on call twenty-four seven (24/7) at the medical center.

**Impact on Citizens and Businesses**

This Amendment allows RUHS-Medical Center to continue to provide essential services to the community and comply with California regulations.

**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 the Purchasing Agents delegated authority Form 11 approved on July 11, 2017; Agenda Item #3.42, the Purchasing Agent approved the Professional Medical Services Agreement on February 8, 2019 with FPS LLUSM to provide thoracic surgery services, with options to renew for four (4) additional years through June 30, 2023 not to exceed \$322,556 per year as the annual amount was well under the \$450,000 threshold for physician services.

On July 3, 2019, a First Amendment was executed authorized by the Purchasing Agent which exercised its first renewal option commencing July 1, 2019 through June 30, 2020. On September 28, 2020, a Second Amendment was executed authorized by the Purchasing Agent which exercised its second renewal option commencing July 1, 2020 through June 30, 2021.


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And, on August 27, 2020, a Third Amendment was executed by the Purchasing Agent to allow a temporary change on the monthly compensation formula caused by the COVID-19 pandemic for the months between April 2020 through September 2020.

This Fourth Amendment requires Board approval because the expanded scope of work exceeds the \$450,000 threshold for physician services per Resolution 2019-147, Board Agenda Item 3.20 dated June 18, 2019 and increases the contract amount by \$150,891 from \$322,556 to \$473,447 annually. While the total contract amount will increase, the rate will remain at the same fair market value rate established in the initial Agreement.

**ATTACHMENTS:**

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

  
Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

3/12/2021

  
Brianna Lantajo, Management Analyst

3/16/2021

  
Gregory L. Priamos, Director County Counsel

3/12/2021

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

This Amendment to the Agreement for Professional Medical Services (Thoracic 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 (Services), approved February 8, 2019 (Agreement);

WHEREAS, COUNTY and CONTRACTOR have entered into that First Amendment to the Agreement, approved July 3, 2019, to extend the period of performance through June 30, 2020 and amend the Physicians List (First Amendment); and,

WHEREAS, COUNTY and CONTRACTOR have entered into that Second Amendment to the Agreement, approved September 28, 2020, to extend the period of performance through June 30, 2021 (Second Amendment); and,

WHEREAS, COUNTY and CONTRACTOR have entered into that Third Amendment to the Agreement, approved August 27, 2020, to temporarily amend the Agreement to reflect the changes caused by the pandemic in the amount of compensation due from April 1, 2020 through September 30, 2020 (Third Amendment); and,

WHEREAS, COUNTY and CONTRACTOR desire to amend the scope of work and increase the contract amount; and,

NOW THEREFORE, the Parties agree as follows:

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

**"1.0 CONTRACTOR Staff**

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:

Description	FTE	Annual Work Effort / RVU
Thoracic Surgeon	0.1	605
Thoracic Surgeon (Call Coverage)	N/A	365 days and nights
Cardiothoracic Surgeon (Call Coverage)	N/A	365 days and nights
Emergent Surgery (Called in from On-Call)	N/A	Varies by procedure

2. Compensation. Section 1.0 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 SPECIALTY outpatient/clinic 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 shall pay CONTRACTOR as specified in the table below:

Description	FTE	Total Maximum Amount
Thoracic Surgeon	0.1	\$72,449
Call Coverage	N/A	\$150,891
Cardiothoracic Surgery (Call Coverage)	N/A	\$150,891
Emergent Surgery (Called in from On-Call – up to 48 cases per year)	\$2,067/per case	\$99,216
Agreement maximum		\$473,447

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 with the Agreement.”

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

“Effective January 1, 2021, the maximum compensation for a twelve-month period shall not exceed four hundred seventy-three thousand four hundred forty-seven dollars (\$473,447).”

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

*[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: Karen S. Spiegel

Name: Karen Spiegel

Title: Chair, Board of Supervisors

Date: MAR 23 2021

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

By:  MD

Name: Ricardo Peverini, M.D.

Title: President

Date: 02/15/2024

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: 2/20/2021