



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



ITEM: 15.1
(ID # 15291)

MEETING DATE:

Tuesday, June 15, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approve the First Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Gastroenterology Services effective July 1, 2021 through June 30, 2025, All Districts. [Total Amendment Cost Increase \$1,121,692; up to \$293,569 in Additional Compensation Annually - 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the First Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Gastroenterology Services effective July 1, 2021 to increase the annual maximum contract amount by \$280,423 from \$2,655,268 to \$2,935,691 through the current termination date of June 30, 2025 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 5/28/2021

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Washington, seconded by Supervisor Jeffries 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: June 15, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 280,423	\$ 1,121,692	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 21/22-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a First Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) for Gastroenterology Services. Due to the increased demand in patient appointments, this Agreement will be expanded to add additional Advanced Care Practitioners (ACPs) and a Gastroenterology Lab Director.

The additional ACP staff will supplement Riverside University Health System – Medical Center (RUHS-MC) staff to ensure patients are seen timely. In addition, RUHS-MC is adding a Gastroenterology Lab Director for approximately one (1) hour per week which is equivalent to 0.032 FTE.

Impact on Citizens and Businesses

These services are needed to provide patient care with qualified and experienced service providers and to ensure the health and safety of all Riverside County citizens seeking care at RUHS-MC.

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 October 27, 2020, Agenda Item #15.1, the Board of Supervisors approved the Professional Medical Services Agreement with FPS LLUSM to provide gastroenterology services effective August 1, 2020 through June 30, 2025 for an annual amount of \$2,655,268.

This First Amendment requires board approval because the annual compensation exceeds the \$450,000 annual threshold for physician services per Resolution 2019-147, Agenda Item #3.20 approved on June 18, 2019. This First Amendment increases the annual contract amount by \$280,423 from \$2,655,268 to \$2,935,691. The total cost increase of this First Amendment for Years 2-5 of the Agreement is \$1,121,692.

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

ATTACHMENTS:

Attachment A:

FIRST AMENDMENT TO THE AGREEMENT WITH FACULTY
PHYSICIANS AND SURGEON OF LOMA LINDA UNIVERSITY
SCHOOL OF MEDICINE (GASTROENTEROLOGY SERVICES)


Tina Grande, Director of Purchasing and Fleet Services 6/1/2021


Gregory L. Priarios, Director County Counsel 6/3/2021

**FIRST AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Gastroenterology Services)**

This First Amendment to the Agreement for Professional Medical Services (Gastroenterology Services) (First 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 (Gastroenterology Services), approved October 27, 2020, Agenda Item Number 15.1, and effective August 1, 2020 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Gastroenterology (SPECIALTY); and,

WHEREAS, COUNTY and CONTRACTOR desire to expand the scope of service and increase the contract maximum amount of the Agreement; and,

NOW THEREFORE, the Parties agree as follows:

1. Contractor Staffing. Section 1.0. A. and Section 1.0. B. of Exhibit A Scope of Services is amended to read as follows:

"A. CONTRACTOR shall provide adequate staffing to assume medical care responsibilities for SPECIALTY services under the direction of the HOSPITAL Medical Director. It is contemplated there shall be the following positions staffed:

Description	Schedule	Annual Work Effort (RVU)
Gastroenterologist	3.1 FTE	20,160
ACP (mid-level)	3.0 FTE	8,400
Division Chief	0.1 FTE	0
Gastroenterology Lab Director	0.032 FTE	0
Night Call	4 nights per week / 52 weeks per year	206 Nights
Weekend (beginning Friday evening to Monday morning)	52 weekends	156 Nights
Holiday Day Coverage	12 Holidays	12 Days

B. Two (2) FTEs of the three point one (3.1) full time equivalent (FTE) hours of physician services provided by CONTRACTOR shall be provided by Physicians working full-time at the HOSPITAL and these two physicians shall cover seventy-five percent (75%) of the gastroenterology calls at night, holiday and weekends, exclusively at the HOSPITAL – not responding to call responsibilities at any other facility when on call at HOSPITAL."

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

“Subject to the conditions set forth below, as payment for CONTRACTOR’s provisions of SPECIALITY 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 shall pay CONTRACTOR as specified in the table below:

Description	FTE	Per Unit Compensation	Total Compensation
Gastroenterologist	3.1	\$647,810	\$2,007,746
ACP (mid-level)	3.0	\$199,810	\$559,430
Division Chief	0.1	\$647,660	\$64,766
Gastroenterology Lab Director	0.032	\$20,670	\$20,670
Night Call	N/A	\$400 per night	\$114,649
Weekend coverage (beginning Friday evening to Monday morning)	N/A	\$1,700 per weekend	\$121,815
Holiday Day coverage	N/A	\$400 per day	\$6,614

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, during the term of this Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified in this Exhibit C.”

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

“Maximum annual compensation payable under this Agreement shall not exceed the amount of two million nine hundred thirty-five thousand six hundred ninety-one dollars (\$2,935,691) annually.”

4. Electronic Signatures. Amend to add Section 32.0 Electronic Signatures to read as follows:

“This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The Parties further agree that the electronic signatures of the Parties included in this Amendment are intended to authenticate this writing and to have

the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code."

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First 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: [Signature] MD

Name: Karen Spiegel

Name: Ricardo Peverini, MD

Title: Chair, Board of Supervisors

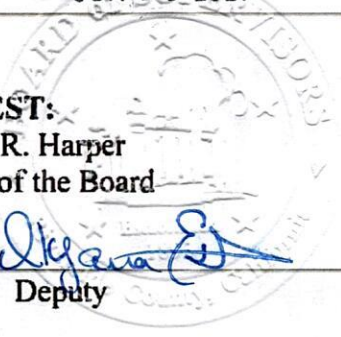
Title: President

Date: JUN 15 2021

Date: 06/07/2021

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy



APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: May 11, 2021