



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



ITEM: 15.1
(ID # 15580)

MEETING DATE:

Tuesday, June 29, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Approve the Seventh Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Oncology/Hematology Services to Increase the Annual Contract Amount Effective July 1, 2021 through December 31, 2025, All Districts. [Total Amendment Cost Increase \$1,528,551; up to \$230,872 in additional compensation annually, 100% Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Seventh Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Oncology/Hematology Services effective July 1, 2021 to amend the scope of service and increase the annual maximum contract amount by \$339,678 from \$1,969,042 to \$2,308,720 through December 31, 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 exercise the options of the Agreement including 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.

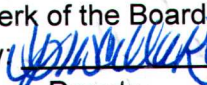
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 6/16/2021

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 29, 2021
xc: RUHS-MC

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 339,678	\$ 1,528,551	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 21/22-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Seventh Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) for Oncology/Hematology Services. As a valuable partner, since 2016 FPS LLUSM has helped Riverside University Health System – Medical Center (RUHS MC) validate the number and types of medical staff needed for this specialty service, they have also helped to establish telehealth services, and improved the clinical education for residents and all oncology/hematology health care professionals working on-site.

The Amendment will increase the compensation provided to FPS LLUSM for these services. This Amendment will also add a point one (0.1) FTE in administrative time and a point five (0.5) FTE physician directorship to oversee the oncology aspects of the Medical Center's Infusion Center.

Impact on Citizens and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

Contract History and Price Reasonableness

RUHS has engaged experts in the healthcare field to assist with a competitive market analysis to ensure its Agreements meet price reasonableness and rates are within industry standards.

On September 13, 2016, Agenda Item 3.38, the Board of Supervisors approved the Professional Medical Services Agreement with FPS LLUSM to provide oncology/hematology services effective January 1, 2016, with four additional one-year renewals for an annual amount of \$1,433,000. On August 27, 2018, a First Amendment was executed which exercised the first renewal option, corrected the annual compensation and included performance requirements to the Agreement. On July 2, 2019, a Second Amendment was executed which exercised the second renewal option. On January 23, 2020, a Third Amendment was executed to which

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exercised the third renewal option. The first three amendments were executed by a Purchasing Agent as duly authorized by the Board of Supervisors in accordance with Ordinance No. 459.

On August 25, 2020, Agenda Item 15.1, the Board approved a Fourth Amendment to extend the term of the Agreement, expand the scope of service and increase the annual amount from \$1,433,000 to \$1,969,042 annually effective February 1, 2020 through December 31, 2025. On August 27, 2020, a Fifth Amendment was executed to allow a temporary amendment to reflect changes in the monthly compensation formula for the months between April through September 2020. On January 7, 2021, under the Purchasing Agent authority and in accordance with Ordinance 459, a Sixth Amendment was executed to extend the period of performance effective January 1, 2021 through December 31, 2021.

This Seventh Amendment requires Board approval because the increase in the compensation provision exceeds the total sum of ten percent (10%) of the annual cost of the Agreement and exceeds the \$450,000 threshold for physician services per Resolution 2019-147, which was approved by the Board on June 18, 2019.

ATTACHMENTS:

Attachment A: **SEVENTH AMENDMENT TO THE AGREEMENT WITH FACULTY
PHYSICIANS AND SURGEON OF LOMA LINDA UNIVERSITY
SCHOOL OF MEDICINE (ONCOLOGY/HEMATOLOGY SERVICES)**


Tina Grande, Director of Purchasing and Fleet Services 6/17/2021


Gregory E. Priamos, Director County Counsel 6/17/2021

**SEVENTH AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Oncology/Hematology Services)**

This Seventh Amendment to the Agreement for Professional Medical Services (Oncology/Hematology Services) (Seventh 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 (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 (Oncology/Hematology Services), approved September 13, 2016, Agenda Item Number 3-38, and effective January 1, 2016 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Oncology/Hematology (SPECIALTY);

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, effective July 11, 2018, to extend the period of performance by exercising its renewal option, correct the compensation amount, and include performance requirements;

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, effective January 1, 2019, to extend the period of performance by exercising a renewal option;

WHEREAS, COUNTY and CONTRACTOR have entered into that Third Amendment to the Agreement, effective January 1, 2020, to extend the period of performance by exercising a renewal option;

WHEREAS, COUNTY and CONTRACTOR have entered into that Fourth Amendment to the Agreement, effective February 1, 2020 to extend the term of the Agreement, expand the scope of service and increase the annual amount;

WHEREAS, COUNTY and CONTRACTOR have entered into that Fifth Amendment to the Agreement, effective April 1, 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;

WHEREAS, COUNTY and CONTRACTOR have entered into that Sixth Amendment to the Agreement, effective January 1, 2021 to extend the period of performance by exercising its renewal option; and

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

NOW THEREFORE, the Parties agree as follows:

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

“1.0 CONTRACTOR STAFFING

A. CONTRACTOR shall provide all SPECIALTY outpatient/clinical services, administrative duties, diagnostic procedures, consultations, supervisory duties, teaching services, inpatient care, development of treatment protocols, telehealth and supervision of SPECIALTY services provided at HOSPITAL. Without limiting the foregoing, CONTRACTOR shall staff and provide SPECIALTY services at HOSPITAL’s SPECIALTY clinics and for the Department of Oncology/Hematology. CONTRACTOR shall 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. All administrative issues shall be directed to the HOSPITAL Chief of Medical Staff for handling. It is contemplated there shall be the following positions staffed:

Description	FTEs	Expected Work Effort
Oncologists	3.0	15,603 RVUs
Advanced Care Practitioners (ACP)	2.0	4,930 RVUs
Director – Oncology Infusion Services	0.05	3.5 hours / week
Administrative Time	0.1	5 hours / week

2. **Directorship.** Section 1.0 is further amended to add a new subsections B.. as follows:

“B. Directorship – Oncology Infusion Services

CONTRACTOR agrees to provide 0.05 FTE of services (3.5 hours per week) for a physician Director of Oncology treatment at HOSPITAL’S Infusion Center. CONTRACTOR’s physician will:

- 1) Serve as the liaison for referring clinicians and the infusion center.
- 2) Continuously seek and implement best practice in infusion services
- 3) Implement new infusion protocols as prompted by advances in medical care
- 4) Work with the Medical Director for the Non-Malignant Infusion Center to create a collaborative environment of care for RUHS patients

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 SPECIALTY 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.

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

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

"1.0 Compensation.

A. Subject to the conditions set forth below, as payment for 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 shall pay CONTRACTOR as follows:

Description	FTE	Amount
Oncologists	3.0	\$1,827,513
Advanced Care Practitioners (ACP)	2.0	\$385,840
Director – Oncology Infusion Services	0.05	\$34,450
Administrative Time	0.1	\$60,917

B. If the Parties mutually agree to change the staffing levels as contemplated in this Exhibit 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 in this Exhibit.”

4. **Maximum Annual Compensation.** Section 4.0 of Exhibit C Payment Provision is amended to read as follows:

“Maximum annual compensation payable under this Agreement shall not exceed the amount of two million three hundred eight thousand seven hundred twenty dollars (\$2,308,720) annually.”

5. **Physician Timesheet.** Amend to add Exhibit G. Physician Services Monthly Timesheet as attached hereto and incorporated herein.

6. **Electronic Signature.** 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.”

7. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
8. **Effective Date.** This Seventh 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 Seventh 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: June 29, 2021

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

By: Ricardo Peverini

Name: Ricardo Peverini, MD

Title: President

Date: Jun 4, 2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Priscilla Raso
Deputy

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson

Name: Martha Ann Knutson

By: Deputy County Counsel

Date: Jun 7, 2021

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
	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






FPS LLUSM_Oncology Hematology 7th Amendment_060321

Final Audit Report

2021-06-04

Created:	2021-06-04
By:	Lynnette Lopez (lslopez@llu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdyz5inwwf6A6NvU1FK27KSjjPIGgGNQP

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-  Document created by Lynnette Lopez (lslopez@llu.edu)
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-  Document e-signed by Ricardo Peverini (rpeverini@llu.edu)
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