



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



ITEM: 15.2
(ID # 15581)

MEETING DATE:

Tuesday, June 29, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approve the Fourth Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Surgical Oncology and Breast Surgery Services Effective July 1, 2021 through June 30, 2023, All Districts. [Total Amendment Cost Increase \$361,344; Annual Cost \$688,217; up to \$68,821 in Additional Compensation Annually 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fourth Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Surgical Oncology and Breast Surgery Services to amend the scope of service and increase the annual maximum contract amount by \$180,672 from \$507,545 to \$688,217 effective July 1, 2021 through the current termination date of 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 sum total of ten percent (10%) of the total annual cost of the Agreement.

ACTION: Policy


Jennifer Crulkshank, 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 Increase:	Ongoing Cost
COST	\$ 0	\$ 180,672	\$ 361,344	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund 40050			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 22/23	

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). The Amendment will exercise one of the two remaining one-year renewal options, increase the number of Full Time Equivalent (FTE) physician services from 0.9 to 1.2 FTEs and increase the annual maximum contract amount by \$180,672 from \$507,545 to \$688,217.

The FPS LLUSM surgical oncology physician team has been an essential partner in caring for Riverside University Health System (RUHS) cancer patients needing surgical treatment. The team also provides significant support in RUHS's path to become an accredited cancer center by the American College of Surgeons Committee on cancer. This Amendment will provide increased access for patients to ensure services will be available 52 weeks a year in both surgical oncology and breast surgery.

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 that rates are within industry standards.

On October 30, 2018, (Agenda Item 17.3) the Board approved the original Professional Medical Services Agreement with FPS LLUSM to provide Surgical Oncology and Breast Surgery Services, effective July 1, 2018 with options to renew for four (4) additional years through June 30, 2023 not to exceed \$507,545 annually. On October 8, 2019, a First Amendment was executed which exercised the first renewal option in accordance with Ordinance No. 459 under the Purchasing Agent's authority. On September 21, 2020, a Second Amendment was

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executed under Purchasing Agent authority to exercise the second renewal option (3rd contract year) in accordance with Ordinance No. 459. Under Purchasing Agent authority, a Third Amendment was executed on August 27, 2020, to allow temporary changes to the monthly compensation formula for the months of April 2020 through September 2020.

This Fourth Amendment requires Board approval because the amended annual compensation amount exceeds the ten percent (10%) threshold of the Purchasing Agent's authority to sign amendments.

ATTACHMENTS:

Attachment A: **FOURTH AMENDMENT TO THE PROFESSIONAL MEDICAL
SERVICES AGREEMENT WITH FACULTY PHYSICIANS AND
SURGEON OF LOMA LINDA UNIVERSITY SCHOOL OF MEDICINE
(SURGICAL ONCOLOGY BREAST SURGERY SERVICES)**


Tina Grande, Director of Purchasing and Fleet Services 6/16/2021


Jacqueline Ruiz, Sr. Management Analyst 6/21/2021


Gregory E. Priamos, Director County Counsel 6/16/2021

**FOURTH AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Surgical Oncology and Breast Surgery Services)**

This Fourth Amendment to the Agreement for Professional Medical Services (Surgical Oncology and Breast 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 (Surgical Oncology and Breast Surgery Services), approved October 30, 2018, Agenda Item Number 17.3, and effective July 1, 2018 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Surgical Oncology and Breast Surgery (SPECIALTY), and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved October 8, 2019, to exercise its first renewal option by extending the period of performance (First Amendment), and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved September 21, 2020, to exercise its second renewal option by extending the period of performance (Second Amendment), and

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

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

NOW THEREFORE, the Parties agree as follows:

1. Term. Section 5.1 Term is hereby amended to read as follows:

"The Term of this Agreement shall be effective July 1, 2018 through June 30, 2022, with the option to renew for one (1) additional one-year renewal (Renewal Term) through June 30, 2023."

2. Contractor Staffing. Exhibit A of the Agreement - Scope of Services, Subsection 1.0 Contractor Staffing, Subsection A only, is deleted and replaced with the following:

"1.0 CONTRACTOR STAFFING

A. Provide adequate staffing to assume medical care responsibilities for SPECIALITY services under the director of the Chief of the DEPARTMENT and the HOSPITAL Medical Director. It is contemplated there shall be the following positions staffed:

DESCRIPTION	Full-Time Equivalent (FTE)	Expected Work Effort (RVUs)
Surgical Oncologist – coverage of surgical oncology and oncology services two (2) days per week, 52 weeks per year	0.50	3036
Breast Surgeon – coverage of breast surgeries and breast clinic, three (3) days per week, 52 weeks per year	0.70	4250
Totals:	1.2 FTEs	7286 RVUs

The parties agree that a Full-Time Equivalent (FTE) of services is at least 40 hours per week of services for 42.4 weeks per year. These days typically consist of operating room focused days averaging eight to ten (8 – 10) hours per day and clinic focused days averaging eight (8) hours per day. The parties further agree that all those providing service under the contract have completed a fellowship training or equivalent as approved by the HOSPITAL's CMO, in breast surgery prior to providing services at RUHS."

3. Compensation. Exhibit C Payment Provision, Section 1.0 Compensation, is hereby deleted and replaced with the following:

"1.0 COMPENSATION

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	
Surgical Oncology	\$286,757
Breast Surgery	\$401,460
Total	\$688,217

COUNTY shall pay the amount above in monthly installments of fifty-seven thousand three hundred fifty-one dollars (\$57,351.00) per month. Pro rata portions of that amount may be deducted if CONTRACTOR is unable to provide coverage for certain days or responsibilities or the level of expected work effort as set forth in this Agreement.

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 in Exhibit C.”

4. Maximum Annual Compensation. Exhibit C Payment Provision, Section 4. Maximum Annual Compensation, is hereby amended as follows:

“Maximum annual compensation payable under this Agreement shall not exceed the amount of six hundred eighty-eight thousand two hundred seventeen dollars (\$688,217).”

5. 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.”

6. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
7. Effective Date. This Fourth Amendment to the Agreement shall become effective upon July 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: June 29, 2021

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

By: Ricardo Peverini

Name: Ricardo Peverini, M.D.

Title: President

Date: May 28, 2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Y. D. Rasmussen
Deputy

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: Jun 2, 2021