



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



ITEM: 15.4
(ID # 15585)

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 Dermatology Physician Services Effective July 1, 2021 through June 30, 2023, All Districts. [Total Amendment Cost Increase \$1,110,018; up to \$127,850 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 Dermatology Physician Services effective July 1, 2021 to exercise the renewal option, amend the scope of service and to increase the annual maximum contract amount by \$555,009 from \$723,497 to \$1,278,506 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.

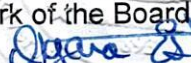
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 6/18/2021

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	\$ 555,009	\$ 1,110,018	\$ 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 the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) for Dermatology Physician Services.

As a valuable partner, FPS LLUSM has helped increase the efficiency of the dermatology clinic. Riverside University Health System Medical Center (RUHS MC) has increased the number of patients being seen at the Clinic by approximately seven percent (7%). In this Agreement, the number of contracted Full Time Equivalent (FTE) physicians for dermatological services will increase by 0.6 from 1.3 FTE to 1.9 FTE in order to provide improved access to these services for which demand has continued to grow. Additionally, this Amendment will exercise the one-year renewal option through June 30, 2022.

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 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 December 4, 2018, Agenda Item 17.1, the Board of Supervisors approved the Professional Medical Services Agreement with FPS LLUSM to provide dermatology services effective July 1, 2018 through June 30, 2023 for an annual amount of \$723,497.

Three amendments have been executed by the Purchasing Agent as duly authorized by the Board of Supervisors in accordance with Ordinance No. 459. On October 24, 2019, a First Amendment was executed which exercised the first renewal option. A Second Amendment was executed June 1, 2020, which exercised the second renewal option and a Third Amendment

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was executed August 27, 2020, to allow a temporary amendment to reflect changes in the monthly compensation formula for the months of April 2020 through September 2020.

This Fourth Amendment requires board approval because the increase in the compensation provisions exceeds the Purchasing Agent's ten percent (10%) amendment threshold delegated in the original Board action, increasing the maximum contract amount by \$555,009 from \$723,497 to \$1,278,506. Additionally, this Fourth Amendment exceeds the \$450,000 annual threshold for physician services per Resolution 2019-147, BOS 3.20 dated June 18, 2019, without competitive bids.

ATTACHMENTS:

Attachment A: **FOURTH AMENDMENT TO THE AGREEMENT WITH FACULTY
PHYSICIANS AND SURGEON OF LOMA LINDA UNIVERSITY
SCHOOL OF MEDICINE (DERMATOLOGY SERVICES)**


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


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


Gregory P. Priantos, Director County Counsel 6/17/2021

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

This Fourth Amendment to the Agreement for Professional Medical Services (Dermatology 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" or individually referred to as a "Party."

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (Services), approved December 4, 2018, Agenda Item Number 17.1 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Dermatology (SPECIALTY); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved October 24, 2019, to extend the period of performance (First Amendment); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved June 1, 2020, to extend the period of performance (Second Amendment); and

WHEREAS, COUNTY and CONTRACTOR have 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 amount of compensation due from April 1, 2020 through September 30, 2020 (Third Amendment); and

WHEREAS, COUNTY and CONTRACTOR desire to extend the period of performance, amend the scope of service and increase the contract maximum amount of this Agreement,

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 one (1) additional one-year renewal options (Renewal Term) through June 30, 2023. Such Renewal Terms shall only be effective by execution of written amendments extending the term."

2. Scope of Service. Exhibit A. Scope of Service is deleted in its entirety and replaced with Exhibit A. Scope of Service attached hereto and incorporated herein.
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	Maximum Annual Payment
Dermatologist Services	1.5	\$1,009,347
Additional Coverage - 9.6 weeks	0.3	\$201,869
Administrative Time	0.1	\$67,290
TOTAL	1.9	\$1,278,506

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 one million two hundred seventy-eight thousand five hundred six dollars (\$1,278,506) annually."

5. Performance Requirements. Exhibit E. Performance Requirements is amended to read as follows:

"1.0 Performance Requirements.

A. CONTRACTOR shall meet patient care performance requirements (including but not limited to, providing patient and family education in accordance with The Joint Commission standards, and on-time attendance for Scheduled SPECIALTY clinic services). HOSPITAL may deduct five percent (5%) of the monthly amount owed from each of the following quality metrics which the CONTRACTOR fails to meet during that month as specified below:

- 1) Meet one hundred percent (100%) compliance with time-out documentation on patients undergoing biopsy or excision.
- 2) For each patient with an active prescription for either Adalimumab, Etanercept, Ustekinumab, or Secukinumab, CONTRACTOR shall ensure patients have a documented QuantiFERON gold result performed annually.
- 3) For patients taking the medications noted above, with a history of treated latent tuberculosis (TB), CONTRACTOR shall document TB as a separate

International Classification of Disease (ICD) 10 code on the patient's problem list as an identifier and CONTRACTOR shall ensure that a chest x-ray is completed annually on the patient.

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

7. 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."

8. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
9. Effective Dates. 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: JUN 29 2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

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

By: [Signature]

Name: Ricardo Peverini, M.D.

Title: President

Date: Jun 1, 2021

APPROVED TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson

Name: Martha Knutson

Title: Deputy County Counsel

Date: Jun 2, 2021

SCOPE OF SERVICE**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 Dermatology. CONTRACTOR provide adequate staffing to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the DEPARTMENT and the HOSPITAL Chief Medical Officer. All administrative issues shall be directed to the HOSPITAL Chief Medical Officer for handling. It is contemplated there shall be the following positions staffed:

Description	FTE	Expected Work Effort
Dermatologist	1.5	8,040 RVUs
Additional Coverage - 9.6 weeks	0.3	1,608 RVUs
Administrative Time	0.1	n/a

B. The Parties agree that the amount of contracted services is sufficient to provide clinic services in the HOSPITAL Dermatology Clinic fifty two weeks per year, five full days per week.

C. Provide only physicians who have been approved by the HOSPITAL's Credentialing Committee.

D. Provide suitable staff replacement coverage for any Physician absent due to extended illness, vacation, seminar attendance, or termination of employment or association with CONTRACTOR, who was assigned at HOSPITAL under the terms of this Agreement.

E. Ensure that CONTRACTOR Physicians have verifiable SPECIALTY experience and training and must obtain and remain credentialed with applicable managed care companies 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.

SCOPE OF SERVICE

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

2.0 CONTRACT COORDINATOR

CONTRACTOR agrees to provide the services of a physician who is acceptable to HOSPITAL to serve as the CONTRACTOR contract coordinator (COORDINATOR) for purposes of negotiation, implementation, and coordination of the fulfillment of responsibilities under this Agreement.

CONTRACTOR shall not replace the approved CONTRACTOR physician Coordinator without the prior approval of the HOSPITAL. **Betsy Furukawa, M.D.**, shall serve as Coordinator for SPECIALTY services in this capacity until such time as mutually agreeable.

3.0 STAFF REMOVAL

A. COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any Physician from HOSPITAL's premises in the event such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of COUNTY facilities and according to Medical Staff Bylaws, Rules, and Regulations as may be amended from time to time.

B. Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any physician assigned to COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter is fully resolved to the satisfaction of COUNTY.

C. The Professional Services of CONTRACTOR shall be subject to the Medical Staff Appeals Provision of the Medical Staff Bylaws, Rules, and Regulations, or other appropriate rule or regulation of HOSPITAL as may be amended from time to time.

4.0 PROFESSIONAL SERVICES

A. Professional Services to be provided will include, but not be limited to, dermatology services, ambulatory clinical services, development of treatment protocols, ordering of chemotherapy agents, inpatient and outpatient consultations, and diagnostic testing (as applicable).

SCOPE OF SERVICE

- B. CONTRACTOR will provide inpatient and outpatients consultation in the SPECIALTY on a routine and emergency basis.
- C. CONTRACTOR will provide administrative services as agreed upon by both parties.
- D. CONTRACTOR will provide Professional Services in SPECIALTY clinic(s) as required under this Agreement.
- E. CONTRACTOR shall be obligated to:
- 1) Respond by phone consultation or on-site at HOSPITAL for SPECIALTY services in accordance with Medical Staff Bylaws, Rules, and Regulations, and related HOSPITAL policies and procedures.
 - 2) Assume responsibility for the professional operation and professional services of the DIVISION. Any esoteric, unusual, or other patient care procedures that cannot be reasonably performed through the DIVISION or DEPARTMENT will be sent to an outside provider mutually agreeable to the patient and parties hereto.
 - 3) Include charting the progress of patients and updating the care plan as needed in a timely fashion.
 - 4) Provide complete medical records for all patients cared for no later than fourteen (14) days after patient discharge in compliance with Medical Staff Bylaws, Rules and Regulations. CONTRACTOR agrees to dictate reports immediately after completion of procedures. Said medical records shall, at all times, be the property of HOSPITAL, but CONTRACTOR shall have reasonable access to such medical records and shall have the right to make copies thereof, at CONTRACTOR's sole cost and expense, upon reasonable notice to HOSPITAL to do so.

5.0 FACULTY SERVICES

- A. CONTRACTOR Physicians shall fulfill the Faculty teaching duties as described in the ACGME (Accreditation Council for Graduate Medical Education) dermatology Residency Program Requirements.

SCOPE OF SERVICE

B. Physicians shall provide proctoring and review on a regular basis for the clinical and educational performances of all SPECIALTY health care professionals working on-site at HOSPITAL in accordance with any applicable MEDICAL STAFF BYLAWS, and HOSPITAL policies and procedures, as well as Accreditation Council for Graduate Medical Education (ACGME), American Board of Osteopathic Medicine, and TJC standards, as applicable.

C. CONTRACTOR shall provide residents and student trainee(s) with orientation information about COUNTY facilities and operations in accord with any orientation presented by HOSPITAL to CONTRACTOR PHYSICIANS and/or other staff.

- 1) The clinical and educational activities of trainees on-site from HOSPITAL residency training programs and affiliated teaching institutions shall be supervised by CONTRACTOR physicians according to the requirements of the training program and the terms of any associated affiliation agreement, and in accordance with Medicare requirements.
- 2) CONTRACTOR shall ensure and guarantee that any documentation of professional services delivered by CONTRACTOR physicians and resident physicians in dermatology and any associated professional billing will meet all payor requirements related to such billing including, but not limited to, the Medicare Physician Fee Schedule requirements for dermatology services furnished in teaching settings.

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

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