



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



ITEM: 15.5
(ID # 19533)

MEETING DATE:

Tuesday, July 26, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Third Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group to provide Gastroenterology Services effective July 1, 2022 through June 30, 2025, 3 years, All Districts. [Total Cost Increase \$3,000,000; Annual Cost Increase \$1,000,000; up to \$100,000 in additional annual compensation; 100% - Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Third Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group to provide Gastroenterology Services effective July 1, 2022 through the current termination date of June 30, 2025 to increase the annual value of the Agreement by \$1,000,000 from \$2,975,653 to \$3,975,653, and authorize the Chairman of the Board to sign the Agreement on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the Agreement and to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the annual contract amount.

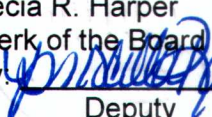
ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 7/14/2022

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Spiegel, 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: July 26, 2022
xc: RUHS-Medical Center

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	\$3,975,653	\$3,975,653	\$11,926,959	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund-40050			Budget Adjustment: No	
			For Fiscal Year: 22/23 - 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

As part of its general effort to continuously enhance service levels, the Riverside University Health System Medical Center (RUHS-MC) negotiated a 5-year contract with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) to provide gastroenterology (GI) services, approved on October 27, 2020, Agenda Item #15.1. This Agreement with LLUSM assisted RUHS-MC in being able to provide GI services to patients in the hospital's Hepatology clinic and to address the backlog of patients waiting to be seen. It also provided additional call coverage, reducing the number of emergency-response delays at RUHS-MC.

Currently, RUHS-MC's Hepatology Clinic is experiencing an increased need for its services. As such, there is a need to add an additional full day per week of Hepatology Clinic services. Additionally, RUHS-MC's GI Clinic has experienced an increased number of patients. Currently, the GI Clinic's greatest need is in relation to endoscopies awaiting to be completed. With its current staffing and location, the GI Clinic has reached maximum capacity in its current endoscopy suite and plans to expand to an additional endoscopy area in the Moreno Valley Medical Surgical Center (MSC) to increase patient access to endoscopies.

In response to the increases in demand for Hepatology and GI services, RUHS-MC is seeking a Third Amendment to the Agreement, effective July 1, 2022, to increase the scope of services available at RUHS-MC's Hepatology Clinic and for its GI Clinic to add an endoscopy suite which will be located in the MSC building at RUHS-MC. To accomplish this, 1.5 FTEs must be added to the Agreement; FTE increases are as follows:

- Gastroenterologist Attending Physician services; increased by 1.1
- Hepatology Clinic Attending Physician services; adding .4

The proposed Third Amendment will increase the value of the contract from \$2,975,653 to \$3,975,653, per County fiscal year, which will be offset by additional professional fee collections.

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Impact on Residents and Businesses

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

Additional Fiscal Information

There are sufficient appropriations in the Department's FY22/23 budget. No additional County funds are required.

Contract History and Price Reasonableness

On October 27, 2020, the Board approved an Agreement for Professional Medical Services (Item #15.1) with LLUSM to provide gastroenterology services, effective August 1, 2020 through June 30, 2025 with maximum twelve-month compensation of \$2,655,268.

On June 15, 2021, the Board approved a First Amendment to the Agreement (Item #15.1) effective July 1, 2021. This First Amendment: increased the FTEs of Advanced Care Practitioner services; increased the FTEs for Gastroenterology Lab Director services; and, increased the maximum twelve-month compensation to \$2,935,691.


On September 22, 2021, under the Purchasing Agent's authority, a Second Amendment to the Agreement was approved, effective October 1, 2021. This Second Amendment: increased FTEs for Advanced Care Practitioners; removed the Gastroenterology Lab Director position; and, increased maximum annual compensation to \$2,975,653.

The proposed Third Amendment will serve to add 1.5 FTEs to the Agreement and increase the value of the contract from \$2,975,653 to a new amount of \$3,975,653 per County fiscal year, which will be offset by annual professional collections.

The compensation levels for each type of services provided under the Agreement have not increased since its inception and will remain the same after this Amendment.

ATTACHMENTS:

Attachment A: **THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
MEDICAL SERVICES (GASTROENTEROLOGY SERVICES)**


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

7/14/2022


Jacqueline Ruiz, Sr. Management Analyst

7/19/2022

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

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

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved June 15, 2021, Agenda item Number 15.1 to expand the scope of service and to increase the contract maximum of the Agreement (First Amendment); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved September 22, 2021, to amend the scope of services and to increase the contract maximum of the Agreement (Second Amendment); and

WHEREAS, COUNTY and CONTRACTOR now desire to expand the scope of service, modify the payment provisions, and decrease the contract maximum of the Agreement; and,

NOW THEREFORE, the Parties agree as follows:

1. Contractor Staffing. Section 1.0 Subsection A. 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	Amount of Services	Annual Work Effort (RVU)
Gastroenterologist Attending Physician Services	4.0 FTE	23,728
Interventional Gastroenterologist Services -- Vacation Coverage	.2 FTE	1,186
Hepatology Clinic Attending Physician Services	.25 FTE	1,000
Advanced Care Practitioner	3.2 FTE	7,085

(ACP) Mid-Level Services		
Night Call (Monday through Thursday)	4 nights per week / 52 weeks per year	206 Nights
Weekend Night Call (Beginning Friday evening to Monday morning)	52 Weekends	156 Nights
Holiday Day Coverage	12 Holidays	12 Days
Director Interventional Gastroenterology Services	0 FTE	0
Medical Director of Endoscopy Services	0.032FTE	0
Department Chair - Services	.1 FTE	4 hours per week

Section 1.0 Subsections B through I of Exhibit A Scope of Services shall remain as set out in the original Agreement. New Subsections J. and K. are hereby added as follows:

J. Medical Director of Endoscopy - CONTRACTOR will provide an individual physician to serve as Medical Director of Endoscopy at RUHS Medical Center. By providing clinical input and physician leadership, the Medical Director of the endoscopy unit at RUHS will work with various internal stakeholders to establish an environment in which high quality patient care services are delivered in a safe and efficient manner. This physician will perform the following specific activities:

1. Clinical Effectiveness: Facilitates relationship with clinical partners such as Anesthesiology to develop protocols, guidelines, and other initiatives to increase delivery of services in the endoscopy lab. Guide ad hoc training that might be necessary prior to introduction and use of new equipment, new procedures, or variations on existing equipment/procedures into the lab.
2. Clinical Efficiency: Works to streamline care and improve patient throughput. Collaborate with management to achieve optimal selection and pricing on equipment, supplies, implants, and vendor relationships.
3. Communication: Assists in the communication of Endoscopy lab performance between division and medical staff.
4. Performance Improvement: Actively participates in Performance Improvement activities which impact patient care and clinical outcomes by identifying opportunities for improvement and communicating performance improvement activities to medical staff.
5. Quality Control: Oversees quality of services provided to ensure high clinical standards. Assists in reporting metrics such as cancer detection, polyp detection and adenoma detection rates among others
6. Medical Staff Scheduling: Develops and maintains medical staff schedules to ensure continuous physician coverage of the unit.

K. Director for Interventional GI program - CONTRACTOR will provide an individual physician to serve as at RUHS Medical Center Director for Interventional GI program, with experience and deliverables as follows:

1. Experience of more than 10 years, diversity in procedures, proven experience in growing interventional endoscopy service;
 2. Organize this new service to perform a wide range of procedures, including a full range of pancreaticobiliary endotherapies (ERCP, choledochoscopy, pancreatoscopy, etc.) Endoscopic ultrasound (EUS), interventional EUS, endoscopic mucosal resection (EMR), endoscopic submucosal dissection (ESD), device-assisted deep enteroscopy, and enteral stenting, amongst others.
 3. Develop strategies for future implementation of additional endoscopic programs, such as an endoscopic treatment for achalasia such as peroral endoscopic myotomy (POEM), Gastric balloon and transoral incisionless fundoplication (TIF)
 4. Assist in identifying and developing resources to forward the growth of the interventional GI program to serve as a tertiary center for community gastroenterologists currently using other programs
 5. Work with, Division Chair, to define the scope of clinical services for interventional GI to be delivered within the lab, the OR and other expansion plans.
 6. Business Development: Work with the division to define and develop new business opportunities / clinical services and foster growth of the interventional endoscopy lab and services.
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, teaching services, inpatient care, development of treatment protocols, on-call coverage, supervision of SPECIALITY services provided at HOSPITAL, and all other services contemplated by this Agreement, CONTRACTOR shall receive compensation as specified in the table below:

Description	Amount of Services	Per Unit compensation	Fiscal Year Compensation
Gastroenterologist Attending Physician Services	4.0 FTE	\$647,660	\$2,590,640.00
Interventional Gastroenterologist Services - Vacation Coverage	.2 FTE	\$647,660.00	\$129,532.00
Hepatology Clinic Attending Physician Services	.25 FTE	\$647,660.00	\$161,915
Advanced Care Practitioner (ACP) Mid-Level Services	3.2 FTE	\$199,810.00	\$639,392.00
Night Call (Monday through Thursday)	4 nights per week / 52 weeks per year	\$551.25 / night	\$114,649.60
Weekend Night Call (Beginning Friday evening to Monday morning)	52 Weekends	\$2342.60 / weekend	\$121,815.20
Holiday Day Coverage	12	\$551.20 per holiday	\$6,614.40

	Holidays		
Director Interventional Gastroenterology		\$27,560.00	\$27,560.00
Gastroenterology Laboratory Director	0.032 FTE	\$20,670.00	\$20,670.00
Department Chair	4 hours per week	\$647,660.00	\$64,766.00

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, the 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. **Professional Fees.** Section 2.0 of Exhibit C Payment Provisions “Professional Fees” : is hereby deleted and replaced with the following:

“The parties have agreed that CONTRACTOR shall continue to bill and collect professional fees for its services and retain the amount collected as a portion of its compensation for services provided under this Agreement. Services under CONTRACTOR’s tax identification number and provider numbers. CONTRACTOR will provide to HOSPITAL a detailed report monthly, in arrears, of amount billed and collected by in the prior month. CONTRACTOR agrees to accept determinations of patient financial need made by HOSPITAL, according to its Patient Assistance Policy, and apply such policy in determining patient financial responsibility for professional services provided under this Agreement.”

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

“Maximum compensation payable under this Agreement shall not exceed the amount of two million eight hundred forty-three thousand seven hundred three dollars (\$2,843,703) during each County fiscal year.”

5. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
6. **Effective Date.** This Third Amendment to the Agreement shall become effective July 1, 2022.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Third Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 

Name: Jeff Hewitt

Title: Chair, Board of Supervisors

Date: JUL 26 2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED TO FORM:

County Counsel

By: Martha Ann Knutson
Martha Ann Knutson (Jun 22, 2022 15:04 PDT)

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: Jun 22, 2022

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

By: 

Name: Ricardo Peverini, MD

Title: President

Date: Jun 21, 2022


3rd Amd_FPS LLUSM (Gastroenterology) 062122

Final Audit Report

2022-06-22

Created:	2022-06-22
By:	Lynette Lopez (slopez@llu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABA01IWSOLg5jVRH1-KW2ZbZ6vOWWTL4G


"3rd Amd_FPS LLUSM (Gastroenterology) 062122" History

 Document created by Lynette Lopez (slopez@llu.edu)


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 Document emailed to Ricardo Peverini (rpeverini@llu.edu) for signature

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2022-06-22 - 0:37:03 AM GMT- IP address: 104.28.85.128

 Document e-signed by Ricardo Peverini (rpeverini@llu.edu)

Signature Date: 2022-06-22 - 0:46:41 AM GMT - Time Source: server- IP address: 143.197.222.235

 Agreement completed.

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Third Amendment to the Professional Medical Services Agreement (Gastroenterology) between FPS LLUSM and County of Riverside

Final Audit Report

2022-06-22

Created:	2022-06-22
By:	Jose Curiel (jo.curiel@ruhealth.org)
Status:	Signed
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"Third Amendment to the Professional Medical Services Agreement (Gastroenterology) between FPS LLUSM and County of Riverside" History

-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
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-  Document e-signed by Martha Ann Knutson (mknutson@rivco.org)
Signature Date: 2022-06-22 - 10:04:13 PM GMT - Time Source: server
-  Agreement completed.
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