



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



ITEM: 15.7  
(ID # 19539)

**MEETING DATE:**

Tuesday, July 26, 2022

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratification and Approval of the First Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine to provide Neurology Services Effective July 1, 2022 through June 30, 2026, All Districts. [Total Amendment Cost \$1,985,128; up to \$281,580 in Additional Compensation] 100% Hospital Enterprise Fund.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the First Amendment to the Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine to provide Neurology Services effective July 1, 2022 through June 30, 2026 to increase the yearly maximum contract amount by \$496,282 from \$2,319,523 to \$2,815,805 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 upon 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 total annual cost of the agreement.

**ACTION:Policy**

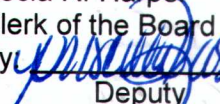
  
Jennifer Crulkshank, Chief Executive Officer - Health System 7/14/2022

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**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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| <b>FINANCIAL DATA</b>   | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost Increase:</b>         | <b>Ongoing Cost</b> |
|---|-----------------------------|--------------------------|-------------------------------------|---------------------|
| <b>COST</b>   | \$0                         | \$496,282                | \$1,985,128                         | \$0                 |
| <b>NET COUNTY COST</b>  | \$0                         | \$0                      | \$0                                 | \$0                 |
| <b>SOURCE OF FUNDS:</b> 100% - Hospital Enterprise Fund 40050 |                             |                          | <b>Budget Adjustment:</b> No        |                     |
|   |                             |                          | <b>For Fiscal Year:</b> 22/23-25/26 |                     |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System Medical Center (RUHS-MC) has historically provided neurology physician services in Moreno Valley through a contracted physician group. As part of its continued effort to enhance service levels, RUHS-MC recommends that Faculty Physicians and Surgeons of Loma Linda University of Medicine (FPS LLUSM) continue to provide these services and that the scope of services be expanded.

The Division of Neurology is experiencing significant growth at RUHS MC. Part of this growth arises from the RUHS MC Graduate Medical Education expansion which aims to support the need of specialized physicians in the Inland Empire, by means of a new neurology residency training program beginning July 2022. This residency program will require additional faculty who will both educate the resident physicians and provide more accessibility to neurology services for residents of Riverside County.

During the last two years, the volume of patients seen at the RUHS-MC Neurology clinic has increased by almost 40%. Despite the increase in patients seen, there still remains a significant backlog resulting in patients having to wait up to five months to get an appointment in the clinic. A similar backlog exists in studies performed by the neurology team, such as electromyograms (EMG) and electroencephalograms (EEG), that could ultimately delay necessary patient care. At this time there are 569 patients with approved referrals, that are on a waiting list to be seen by a neurologist.

In effort to address this demand in patient care for Neurology services, this Amendment will allow for the following FTE increases and half day staffing additions:

- Neurologist coverage will increase by 0.8 Full-Time Equivalent (FTE)
- Addition of 11.5 half days per week for Neurology clinic services
- Addition of 5.0 half days per week for Electroencephalogram (EEG) testing
- Addition of 7.5 half days per week for Electromyography (EMG) testing
- Addition of 10.0 half days per week for Inpatient consultations



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- An Ambulatory Services Administrator position staffed two half days per week
- Electronic Consultations with patients two half days per week
- Program Director services will increase by 0.2 FTE (from 1 to 2 days per week)
- Vacation coverage will increase by 0.2 FTE to provide uninterrupted clinic scheduling
- Addition of a 0.5 FTE Advanced Care Provider (ACP) will average 5 half day clinics per week for 42.4 weeks per year

**Impact on Residents 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.

**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**

RUHS has engaged experts in the healthcare field to assist with competitive market analyses to ensure its physician agreements meet price reasonableness and rates are within industry standards. This Amendment does not include any changes in the rates approved in 2021.

On June 29, 2021, Agenda Item 15.7, the Board approved a Professional Medical Services Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for Neurology Services effective July 1, 2021 through June 30, 2026, not to exceed \$2,319,523 per year.

As a result of needed additions in staffing, this new Amendment will increase the fiscal year maximum compensation amount by \$496,282 over the prior yearly Agreement amount of \$2,319,523. This increase will set the fiscal year maximum compensation at \$2,815,805.

The amendment requires Board approval as the annual compensation of the Agreement exceeds the Purchasing Agent's delegated authority for contracting with a single vendor for physician services per Resolution 2021-116.

**ATTACHMENTS:**

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

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



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Suzanna Heckley, Assistant Director of Purchasing and Fleet Service

7/14/2022



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Jacqueline Ruiz, Sr. Management Analyst

7/20/2022



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

This First Amendment to the Agreement for Professional Medical Services (Neurology 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."

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (Neurology Services), approved June 29, 2021, Agenda Item Number 15.7, and effective July 1, 2021 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Neurology (SPECIALTY);

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

**NOW THEREFORE**, the Parties agree as follows:

1. Contractor Staffing. **Exhibit A Scope of Services, Section 1.0** is hereby deleted in its entirety and replaced with the following:

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 Neurology. CONTRACTOR 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  | FTE                                   | Expected Work Effort |
|--|---------------------------------------|----------------------|
| Board Certified Neurologist service                    | 3.8                                   | 15,569 RVUs / year   |
| ACP (mid-level) services                               | 0.5                                   | 702 RVUs / year      |
| Additional Neurologist services<br>(vacation coverage) | 0.8                                   | 3,278 RVUs / year    |
| Residency Program Director                             | 0.4                                   | 16 hours per week    |
| Ambulatory Division Chair                              | 0.1                                   | 4 hours per week     |
| Tele-stroke  | Coverage 24 hours / 7 days / 52 weeks |                      |
| Stroke Program Directorship                            | 5 hours per week                      |                      |
| Continuous EEG Coverage                                | Coverage 24 hours / 7 days / 52 weeks |                      |

|                            |  |
|----------------------------|--|
| Weekend Physician Coverage | Friday evenings to Monday morning / 52 weeks |
| Holiday Physician Coverage | 13 Holidays                                  |

**Scheduling Deliverables:** The parties agree that this level of physician and ACP staffing is sufficient to provide the following services deliverables for the Department:

- Neurology Clinic 11.5 half days/week 52 weeks
- ACP Clinic 5 (five) half days per week / 42.4 weeks
- EEG 5.0 half days/week 52 weeks
- EMG 7.5 half days/week 52 weeks
- Inpatient Consultations 10.0 half days/week 52 weeks
- Ambulatory admin 2.0 half days/week 52 weeks
- E-consults 2.0 half days/week 52 weeks
- Tele stroke coverage 24 / 7 / 52
- Continuous EEG coverage 24 / 7 / 52
- Emergency weekend coverage which includes coverage of non-emergency consults via telemedicine
- Emergency holiday coverage

B. Provide or recruit physicians and ACPS who have been approved by the HOSPITAL's Credentialing Committee.

C. 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.

D. 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.

E. **Timesheets** - CONTRACTOR agrees to require the physician(s) providing Administrative Services (Program Director, Department and Program Chairs) 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. **Compensation. Exhibit C Payment Provisions, Section 1.0** is hereby deleted in its entirety and replaced with the following:

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:



| <b>Description</b>                           | <b>Rate per Unit of Service</b> | <b>Per Fiscal Year</b> |
|--|---------------------------------|------------------------|
| Neurologist services                         | \$421,651                       | \$1,602,276            |
| ACP  | \$192, 920                      | \$96,460               |
| Additional Coverage                          | \$421,651                       | \$320,455              |
| Residency Program Director                   | \$421, 651                      | \$168,661              |
| Division Chair                               | \$421,651                       | \$42,165               |
| Tele-stroke                                  | N/A                             | \$275,600              |
| Stroke Program Directorship                  | \$421, 651                      | \$68,900               |
| Continuous EEG Coverage                      | N/A                             | \$103,350              |
| Weekends (Friday evenings to Monday morning) | \$2,480 per weekend             | \$128,981              |
| Holiday Coverage                             | \$689 per holiday               | \$8,957                |

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.

3. **Maximum Annual Compensation.** Exhibit C Payment Provisions, Section 4.0 is hereby deleted in its entirety and replaced with the following:

“Maximum compensation payable under this Agreement shall not exceed the amount of two million eight hundred fifteen thousand eight hundred five dollars (\$2,815,805) per County fiscal year.”

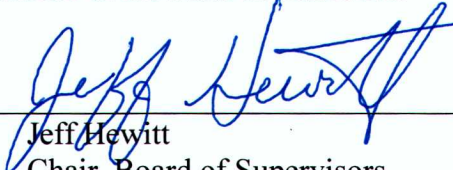
4. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
5. **Effective Date.** This First Amendment to the Agreement shall become effective July 1, 2022.

*[Signature Page Follows]*

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

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


By: \_\_\_\_\_

  
Jeff Hewitt  
Chair, Board of Supervisors

Date: JUL 26 2022

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

By: \_\_\_\_\_

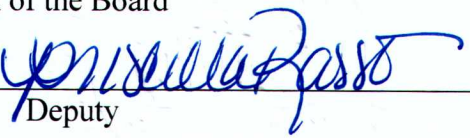
  
Ricardo Peverini, MD  
President

Date: Jun 28, 2022

**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

  
Deputy

**APPROVED AS TO FORM:**

County Counsel

By: \_\_\_\_\_

  
Martha Ann Knutson (Jun 29, 2022 15:23 PDT)

Martha Ann Knutson  
Deputy County Counsel

Date: Jun 29, 2022



# FPS LLUSM\_Neurology 1st Amend\_V2 062822

Final Audit Report

2022-06-28

|                 |  |
|-----------------|--|
| Created:        | 2022-06-28                                   |
| By:             | Lynette Lopez (lslopez@llu.edu)              |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAbvqllg7GwD7TugkxLd18EPyMUraHep6D |


## "FPS LLUSM\_Neurology 1st Amend\_V2 062822" History

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

2022-06-28 - 9:58:13 PM GMT- IP address: 151.112.26.72

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

2022-06-28 - 9:58:43 PM GMT

 Email viewed by Ricardo Peverini (rpeverini@llu.edu)

2022-06-28 - 11:17:10 PM GMT- IP address: 143.197.222.217

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

Signature Date: 2022-06-28 - 11:17:31 PM GMT - Time Source: server- IP address: 143.197.222.217

 Agreement completed.

2022-06-28 - 11:17:31 PM GMT









# FPS LLUSM\_Neurology 1st Amend\_V2\_vendor sign\_

Final Audit Report

2022-06-29

|                 |  |
|-----------------|--|
| Created:        | 2022-06-29                                   |
| By:             | Gilbert Rivera (g.rivera@ruhealth.org)       |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAs8S_gpUG8hT9Jmph2sM1YuH75_rMwR2m |

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2022-06-29 - 7:10:40 PM GMT
-  Email viewed by Denise Esparza (dresparza@rivco.org)  
2022-06-29 - 7:13:10 PM GMT
-  Document signing delegated to mknutson@rivco.org by Denise Esparza (dresparza@rivco.org)  
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2022-06-29 - 10:23:03 PM GMT
-  Document e-signed by Martha Ann Knutson (mknutson@rivco.org)  
Signature Date: 2022-06-29 - 10:23:28 PM GMT - Time Source: server
-  Agreement completed.  
2022-06-29 - 10:23:28 PM GMT