



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



ITEM: 15.3
(ID # 18885)

MEETING DATE:

Tuesday, May 10, 2022

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approval of the Fourth Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) for Physical Medicine and Rehabilitation Services Effective July 1, 2022 through June 30, 2023, All Districts. [Total Amendment Cost \$369,427; up to \$84,702 in Additional Compensation Annually – 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fourth Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) for Physical Medicine and Rehabilitation Services to increase the annual maximum contract amount by \$369,427 from \$477,600 to \$847,027, extend the contract term for one additional year 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 4/19/2022

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: May 10, 2022
 xc: RUHS-MC

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$369,427	\$369,427	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund 40050			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will approve a Fourth Amendment to an existing Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM). In addition to the existing 0.2 Full Time Equivalent (FTE) physician services dedicated for physical medicine & rehabilitation and the 0.5 FTE physician services dedicated to pain management, this Agreement will add additional physician staffing related to chronic pain management and administrative duties. Specifically:

- An additional increase of 212 half days for inpatient consultations and outpatient clinic visits related to chronic pain management, by increasing the Pain Management physician services FTE by 0.5 (to a total of 1.0 FTE);
- An additional 0.05 FTE of Administrative Services for a Medical Director of Pain Management

The increased staffing is primarily needed due to the growing need of Pain Management coverage within the Medical Center clinic and for inpatient consultations. At the level of physician staffing that currently exists, outpatients are having to wait two to three months for appointment availability. Furthermore, RUHS-MC continues to expand on the pain management support provided for inpatient care. By increasing this area of staffing, RUHS-MC will be able to decrease the amount of time patients need to wait to start care.

Impact on Citizens and Businesses

These services covered by this Amendment are a component of RUHS’s system of care aimed at improving the health and safety of its patients and the community. By increasing the number of physicians to staff the service, more patients can receive these specialized services.

Contract History and Price Reasonableness

RUHS engaged experts in the healthcare field to assist in determining reasonable rates and fees, by means of a competitive market analysis methodology used to ensure this Agreement meets price reasonableness and rates are within industry standards.

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Under a delegated authority approved by the Board of Supervisors on June 18, 2019; Agenda Item #3.20, the Purchasing Agent approved and signed on May 5, 2020, the original Agreement with LLUSM to provide physical medicine and rehabilitation services, with options to renew annually through June 30, 2024, for a maximum not to exceed amount of \$92,848 per year.

On August 17, 2020, the Purchasing Agent executed a First Amendment and exercised a renewal option to the Agreement effective July 1, 2020, through June 30, 2021.

On March 2, 2021, Agenda Item #15.1, this Board approved a Second Amendment to expand the scope of work and increase the contract amount for an additional \$384,752 from \$92,848 to \$477,600 annually.

On June 3, 2021, the Purchasing Agent executed a Third Amendment and exercised a renewal option to the Agreement effective July 1, 2021, through June 30, 2022.

As a result of increases in FTE Physician services for pain management, as well as an increase in FTE for a physician chair for the Medical Center's Pain Management Committee, this new amendment will increase the annual maximum compensation by \$369,427 over the existing annual amendment amount of \$477,600. The new annual maximum compensation will be \$847,027.

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: FOURTH AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES WITH FACULTY PHYSICIANS AND SURGEON OF LOMA LINDA UNIVERSITY SCHOOL OF MEDICINE (PHYSICAL MEDICINE AND REHABILITATION SERVICES)


Suzanna Mackley, Assistant Director of Purchasing and Fleet Service

4/22/2022


Jacqueline Ruiz, Sr. Management Analyst

5/4/2022

**FOURTH AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Physical Medicine and Rehabilitation Services)**

This Fourth Amendment to the Agreement for Professional Medical Services (Physical Medicine and Rehabilitation 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 (Physical Medicine and Rehabilitation Services), effective March 16, 2020 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Physical Medicine and Rehabilitation (SPECIALTY); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, , to extend the period of performance commencing July 1, 2020 through June 30, 2021 (First Amendment); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved March 2, 2021; Agenda Item Number 15.1, to amend the scope of services by expanding the number of physicians providing services and increasing the contract amount of the Agreement (Second Amendment); and

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Third Amendment to the Agreement, approved June 3, 2021, to extend the period of performance commencing July 1, 2021 through June 30, 2022 (Third Amendment); and

WHEREAS, COUNTY and CONTRACTOR desire to extend the Term by exercising a renewal option in the agreement, amend the scope of services by expanding the number of full time equivalent physicians providing services and increase the maximum annual contract amount of the Agreement;

NOW THEREFORE, the Parties agree as follows:

1. Term. Section 5.1 Term is hereby amended with the following:

"The Term of this Agreement shall be effective March 16, 2020 through June 30, 2023, with the option to renew for one (1) additional one-year period through June 30, 2024. Such renewals shall be by execution of a written amendment extending the term."

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

"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 fifty-two

(52) weeks per year. It is contemplated there shall be the following roles staffed by the CONTRACTOR and work effort equivalent to at least the expected RVUs will be completed by those assigned to the roles:

- a) CONTRACTOR shall provide coverage for 104 half days of Physical Medicine & Rehabilitation Physician Services and expected work effort of at least 820 RVUs.
- b) CONTRACTOR shall provide coverage for 520 half days of Pain Management Physician Services at the RUHS chronic pain management clinic and for inpatient consultations at the Hospital and expected work effort of 5,560 RVUs.
- c) A CONTRACTOR physician shall Chair the Hospital's Pain Management Committee.
- d) A CONTRACTOR physician shall participate in the Hospital's Opioid Stewardship Committee as a member.

Physician Services	Full Time Equivalent (FTE)	Half Days of Services	Annual Expected RVUs
Physical Medicine & Rehabilitation (PM&R) Physician Services	0.20	85	820
Pain Management (PM) Physician (inpatient and outpatient) Services	1.0	424	5,560
Administrative Services (Pain Committee Chair; Medical Director Pain Management)	0.10	45	N A

The parties agree that to complete a "half day" of physician services the assigned physician must be present and available to provide services at least four (4) hours on the day specified on CONTRACTOR's schedule and invoice for those services

Medical Director Pain Management - Contractor will provide a single provider to perform the duties of a Medical Director of Pain Management including:

- a. Will lead the future development of a pain management program at RUHS
- b. Develop strategies to improve pain management in the in-patient and ambulatory settings for acute and chronic pain
- c. Perform an assessment of the support needed to continue developing the program
- d. Oversee the activities of the clinical staff involved in pain management
- e. Chair the pain management committee
- f. Be a member of the Opiate Stewardship Committee and collaborate with the opiate stewardship program team

3. **Compensation.** Exhibit C Payment Provisions, Section 1.0 is hereby deleted in its entirety and replaced with the following:

"As payment for CONTRACTOR's provision of SPECIALTY services, contemplated by this Agreement, HOSPITAL shall pay CONTRACTOR as follows:

Physician Services	Expected Half Days	Rate per Half Day	NTE Annual Compensation
Physical Management & Rehabilitation Physician Services	105	885.95	\$ 92,848
Pain Management Physician Services	520	1,368.25	\$696,166
Administrative Services	N A	N A	\$58,014

If the Parties mutually agree to change the staffing levels as contemplated above 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. Payment to CONTRACTOR shall be made on a monthly basis during the term of this Agreement, in arrears, for the services actually provided during the prior month.

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

4. **Maximum Annual Compensation.** Exhibit C Payment Provisions, Section 4.1 is deleted in its entirety and replaced with the following:

"Maximum annual compensation payable under this Agreement shall not exceed the amount of eight hundred forty-seven thousand twenty-seven dollars (\$847,027) annually."

5. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
6. **Effective Date.** This Fourth 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 Fourth Amendment.

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

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

By: Jeff Hewitt

By: Ricardo Peverini

Name: Jeff Hewitt

Name: Ricardo Peverini, MD

Title: Chairman, Board of Supervisors

Title: President

Date: MAY 10 2022

Date: Mar 23, 2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Zuley Martinez
Deputy

APPROVED TO FORM:

County Counsel

By: Martha Ann Knutson
Martha Ann Knutson | Mar 28, 2022 17:01 PDT

Martha Ann Knutson,
Deputy County Counsel

Date: Mar 28, 2022