

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 15.1
(ID # 19791)**

MEETING DATE:
Tuesday, August 30, 2022

FROM : (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Fifth Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of LLUSM for Surgical Oncology and Breast Surgery Services effective July 1, 2022 through June 30, 2023, All Districts. [Total Amendment Cost: \$226,541; Up to \$22,654 in additional compensation] 100% Hospital Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Fifth Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of LLUSM for Surgical Oncology and Breast Surgery Services to amend the scope of services and increase the annual maximum contract amount by \$226,541 from \$688,217 to \$914,758 effective July 1, 2022 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 exercise the options of the agreement including modification of 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%) annually.


ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 8/15/2022

MINUTES OF THE BOARD OF SUPERVISORS

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: August 30, 2022
xc: RUHS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:
COST	\$226,541	\$0	\$226,541
NET COUNTY COST	\$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 ratify and approve a Fifth Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of LLUSM (FPS) to support Riverside University Health System Medical Center's Surgical Oncology and Breast Surgery Division (RUHS-MC) in its expansion of oncology and breast surgery services. This expansion will also assist RUHS-MC in maintaining its Commission on Cancer accreditation by the American College of Surgeons.

To support this expansion of specialized-care services and accreditation, RUHS-MC's surgery department will need to be restructured into various divisions which will require additional services provided by FPS. These services include the assignment of a physician to serve as Chief to the Colorectal and Surgical Services divisions. This role will be responsible for:

- i. Overseeing the quality of care delivered for the Surgical Oncology Division.
- ii. Coordinating clinic and surgery schedules in collaboration with the Chairs of Surgery of Loma Linda University School of Medicine and Riverside University Health System Medical Center.
- iii. Scheduling inpatient rounding of surgical oncology patients five (5) days per week and rounding two (2) of every five (5) days per week
- iv. Scheduling weekend rounding of admitted Colorectal, Surgical Oncology, and General Surgery/MIS patients at Riverside University Health System Medical Center in coordination with the Chiefs of General/MIS and Colorectal such that the rotation includes coverage by Surgical Oncology one (1) of every four (4) weekends, Colorectal one (1) of every four (4) weekends, and General/MIS two (2) of every four (4) weekends.
- v. Overseeing the Commission on Cancer accreditation and providing guidance for the purpose of maintaining accreditation.
- vi. Developing strategies to increase access and grow the Division.

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Additional coverage for vacations and rounding are also needed to ensure that the clinic will be sufficiently staffed throughout the year at the same level of service and able to provide support for its vulnerable population of oncology patients.

To accommodate the above services, 0.26 FTEs must be added to the Agreement. The proposed Fifth Amendment will add these additional services as well as exercise the Agreement's final annual renewal option and extend the contract term through June 30, 2023.

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

On October 30, 2018, the Board approved a five-year, Professional Medical Services Agreement with Loma Linda University Faculty Medical Group for surgical oncology and breast surgery services, effective July 1, 2018, with maximum annual compensation of \$507,545.

On October 8, 2019, under the authority of the Purchasing Agent, a First Amendment to the Agreement to exercise its first renewal option and extend the period of performance was executed.

On September 21, 2020, under the authority of the Purchasing Agent, a Second Amendment to the Agreement to exercise its second renewal option and extend the period of performance was executed.

On August 27, 2020, under the authority of the Purchasing Agent, a Third Amendment to the Agreement to reflect the changes caused by the pandemic in the compensation due from April 1, 2020, through September 30, 2020, was executed.

On June 29, 2021, the Board approved a Fourth Amendment to exercise the fourth renewal option, amend the scope of work, and increase the annual contract maximum amount from \$507,545 to \$688,217.

The proposed Fifth Amendment will exercise the Agreement's final renewal option to extend the period of performance, modify the scope of services, and increase the annual contract maximum amount from \$688,217 to \$914,758.

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While the annual contract amount will increase to allow additional services to be provided for RUHS-MC, the proposed Fifth Amendment will continue to use the same Fair Market Value (FMV) rates currently in place for the Agreement. This Fifth Amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor for physician services per Resolution 2021-116.

ATTACHMENTS: Attachment A: FIFTH AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES (Surgical Oncology and Breast Surgery Services)


Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/16/2022


Jacqueline Ruiz, Sr. Management Analyst

8/23/2022

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

This Fifth Amendment to the Agreement for Professional Medical Services (Surgical Oncology and Breast Surgery Services) (Fifth 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 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 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, and

WHEREAS, COUNTY and CONTRACTOR 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, 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 entered into that certain Fourth Amendment to the Agreement, approved June 29, 2021, to amend the scope of work, increase the contract maximum amount, and exercise its third renewal option to extend the period of performance; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the scope of work, increase the contract maximum amount, and exercise the final renewal option and extend the period of performance as set forth in the 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, 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:

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“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/Hours)
Surgical Oncologist – coverage of surgical oncology and oncology services two (2) days per week, 52 weeks per year	0.6	3643/RVUs
Breast Surgeon – coverage of breast surgeries and breast clinic, three (3) days per week, 52 weeks per year	0.6	3643 RVUs
Vacation Coverage	.2	1215 RVUs
Rounding Coverage – two (2) weekdays		2 days / week
Chief of Surgical Oncology	0.06	2.4 hours / week
Totals:	1.46 FTEs	8501 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. Contractor Staffing. Exhibit A of the Agreement - Scope of Services, Subsection 1.0 Contractor Staffing, Subsection H is now added and shall read as follows:

“1.0 H. Chief of Surgical Oncology Division

The Chief of the Surgical Oncology Division will be responsible for:

- i. Overseeing the quality of care delivered for the Surgical Oncology Division.
- ii. Coordinating clinic and surgery schedules in collaboration with the Chairs of Surgery of Loma Linda University School of Medicine and Riverside University Health System Medical Center.
- iii. Scheduling inpatient rounding of surgical oncology patients five (5) days per week and rounding two (2) of every five (5) days per week
- iv. Scheduling weekend rounding of admitted Colorectal, Surgical Oncology, and General Surgery/MIS patients at Riverside University Health System Medical Center in coordination with the Chiefs of General/MIS and Colorectal such that the rotation includes coverage by Surgical Oncology one (1) of every four (4) weekends, Colorectal one (1) of every four (4) weekends, and General/MIS two (2) of every four (4) weekends.
- v. Overseeing the Commission on Cancer accreditation and providing guidance for the purpose of maintaining accreditation.

- vi. Developing strategies to increase access and grow the Division

The person performing the role of Chief of the Surgical Oncology Division will be determined by written mutual agreement between the Chairs of Surgery at both Loma Linda University School of Medicine and Riverside University Health System Medical Center.”

- 4. List of Contractor Physicians. Exhibit B of the Agreement, List of Contractor Physicians, is hereby amended to read as follows:

“Carlos Garberoglio, MD
 Sharon Lum, MD
 Naveenraj Solomon, MD
 David Caba Molina, MD”

- 5. 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 SPECIALITY services provided at HOSPITAL, and all other services contemplated by this Agreement, HOSPITAL shall pay CONTRACTOR as follows:

DESCRIPTION	
Surgical Oncology Services	\$344,108
Breast Surgery Services	\$344,108
Vacation Coverage	\$114,703
Rounding Coverage	\$77,388
Chief of Surgical Oncology Services	\$34,450
Total	\$914,758

COUNTY shall pay the amount above in monthly installments of seventy-six thousand two hundred thirty dollars (\$76,230.00) 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.”

6. 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 nine hundred fourteen thousand seven hundred fifty-eight dollars (\$914,758).”

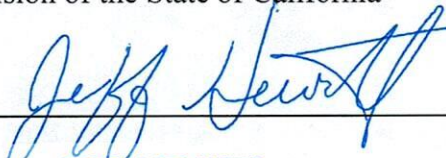
7. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
8. Effective Date. This Fifth Amendment to the Agreement shall become effective upon July 1, 2022.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Fifth 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: 

By: 

Name: JEFF HEWITT

Name: Ricardo Peverini, M.D.

Title: Chair, Board of Supervisors


Title: President

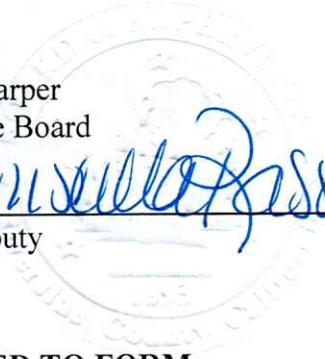
Date: AUG 30 2022

Date: Aug 4, 2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy



APPROVED TO FORM:

County Counsel

By: 
Martha Ann Knutson (Aug 4, 2022 14:56 PDT)

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: August 4, 2022

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FPS LLUSM_Surgical Oncology Breast Surgery_5th AMD CC APPROVED 08022022

Final Audit Report

2022-08-04

Created:	2022-08-03
By:	Lynnette Lopez (lslopez@llu.edu)
Status:	Signed
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"FPS LLUSM_Surgical Oncology Breast Surgery_5th AMD CC APPROVED 08022022" History

-  Document created by Lynnette Lopez (lslopez@llu.edu)
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-  Document e-signed by Ricardo Peverini (rpeverini@llu.edu)
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