



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



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ITEM: 15.8  
(ID # 19760)

**MEETING DATE:**  
Tuesday, August 30, 2022

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for General Surgery Physician Services Effective July 1, 2022 through June 30, 2027, All Districts. [Annual Cost \$11,638,210; Total Cost \$58,191,050; up to \$5,819,105 in Additional Compensation] 100% Hospital Enterprise Fund.

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

1. Ratify and Approve the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for general surgery physician services from July 1, 2022 through June 30, 2027, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications 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 sum total of ten percent (10%) annually.

**ACTION:**Policy

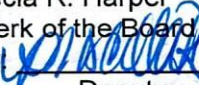
  
 Jennifer Cruikshank, Chief Executive Officer - Health System 8/5/2022

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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: August 30, 2022  
 xc: RUHS

Kecia R. Harper  
 Clerk of the Board  
 By   
 Deputy



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<b>FINANCIAL DATA</b>	<b>FY22/23</b>	<b>FY23/24</b>	<b>Total Cost</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$11,638,210	\$11,638,210	\$58,191,050	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Hospital Enterprise Fund</b>			<b>Budget Adjustment: No</b>	
			For Fiscal Years: 22/23 – 26/27	

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

**BACKGROUND:**

**Summary**

The Riverside University Health System Medical Center (RUHS-MC) has experienced a significant increase in demand for trauma and emergency surgeries. Since 2017, trauma and emergency surgery cases that require multi-physician response teams to provide critical care (Trauma Activations), have consistently increased at RUHS-MC.

In 2021, RUHS-MC received designation as a Level 1 Trauma Center. This designation requires the Medical Center to have physicians on site ready to respond 24 hours per day and immediate availability of all resources required to provide critically injured patients with the highest level of healthcare.

Due to the Trauma designation, patient volumes for trauma and emergency surgery have more than doubled since 2017 and the Level A trauma activation cases—reserved for the most serious cases requiring surgery—now account for the vast majority of trauma and emergency surgery cases performed.

In order to meet this increase in cases and the level of care needed by these patients, the previous Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) was amended via a 6<sup>th</sup> Amendment. This 6<sup>th</sup> Amendment provided RUHS-MC with additional support until June 30, 2022, after which RUHS-MC would need to enter into a new 5-year Agreement with LLUSM for surgery services.

The requested Board action will approve this new Agreement, effective July 1, 2022, through June 30, 2027. This new Agreement will contain the following full time equivalent (FTE) increases/additions needed to support the level of surgery services at present:

- General Surgery/Surgical Oncology/Colorectal/Minimally Invasive Surgery: Increasing by .5 FTEs
- Vascular Surgeon: Increasing by 1 FTE and on-call compensation
- Advanced Care Practitioner for Ambulatory: Adding 2 FTEs



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To accommodate the above changes, the maximum annual compensation for the new Agreement will be increased by \$1,476,499 from the previous Agreement's maximum annual compensation of \$10,161,711, for a new maximum compensation of \$11,638,210 per fiscal 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**

On January 23, 2018, the Board approved the previous Professional Services Agreement (Agenda Item #3.25) with LLUSM for general surgery services, effective January 1, 2018, for five years. Total maximum annual compensation for FY17/18 – FY18/19 in the initial Agreement was structured as follows:

- FY17/18 (January 1, 2018 – June 30, 2018); Compensation: \$2,712,244
- FY18/19 (July 1, 2018 – June 30, 2019); Compensation: \$5,633,681

On September 21, 2018, a First Amendment to the Agreement was executed under the Purchasing Agent's authority to exercise the first renewal option, extending the Agreement through June 30, 2019, and including new performance requirements. Maximum yearly compensation remained unchanged at \$5,633,681.

On September 10, 2019, the Board executed a Second Amendment to the Agreement (Agenda Item #15.2), continuing services through June 30, 2020, with the option to renew for two (2) additional one-year periods. This Second Amendment served to supplement staffing for general surgery to cover trauma services and restructured the handling of the professional billing receipts. Additionally, this Second Amendment increased the Agreement's maximum yearly compensation from \$5,633,681 to \$5,827,082.

On April 30, 2020, under the Purchasing Agent's authority, RUHS-MC exercised its renewal option to enter into a Third Amendment extending the Agreement through June 30, 2021, with no other changes to the terms and conditions.



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On December 8, 2020, the Board executed a Fourth Amendment to the Agreement (Agenda Item #15.2) through June 30, 2021. This Fourth Amendment amended the scope of services and increased the maximum yearly amount from \$5,827,082 to \$6,471,788.

On July 12, 2021, under the Purchasing Agent's authority, RUHS-MC exercised its final renewal option to execute a Fifth Amendment to Agreement, extending it through June 30, 2022, and adding electronic signature provisions.

On April 5, 2022, the Board executed a Sixth Amendment to the Professional Services Agreement (Agenda Item #15.2) through June 30, 2022. This Sixth Amendment served to amend the scope of services needed for RUHS-MC and increased the maximum yearly amount from \$6,471,788 to \$10,161,712.

The proposed new Agreement's yearly contract maximum will be increased by \$1,476,499 for a new maximum of \$11,638,210 per fiscal year. This increase relates to the amount of surgery services provided. This new Agreement uses the same Fair Market Value (FMV) rates as the original Agreement for these types of services.

The agreement requires Board approval as the increase in compensation exceeds the Purchasing Agent's authority of \$750,000 threshold for contracting with a single vendor for physician services per Resolution 2021-116.

**ATTACHMENTS:**

**Attachment A:      AGREEMENT FOR PROFESSIONAL MEDICAL SERVICES (General Surgery Services)**

  
Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

8/10/2022

  
Jacqueline Ruiz, Sr. Management Analyst

8/23/2022

**AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES  
(General Surgery Services)**

This Agreement 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 (HOSPITAL) and Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group (CONTRACTOR).

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for professional services to be provided by persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY desires to obtain professional medical services in the specialty practice of General Surgery (SPECIALTY) for the purpose of improving patient care and complying with requirements of California Code of Regulations ("C.C.R.") Title 22 for acute care hospitals and C.C.R. Title 10 for managed care; and

WHEREAS, CONTRACTOR has the staff, expertise, special skills, knowledge, and experience to perform the duties set out herein;

NOW THEREFORE the parties hereto enter into this Agreement, as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

**1.0 DEFINITIONS**

1.1 "ACP(s)" shall mean an Advanced Care Provider - a mid-level provider supplied by CONTRACTOR, such as a nurse practitioner or a physician assistant.

1.2 "COUNTY" shall mean County of Riverside.

1.3 "COUNTY Patients" shall mean patients treated by the CONTRACTOR in accordance with this Agreement, and for the benefit of COUNTY, if: (1) the patients receive professional services from CONTRACTOR in HOSPITAL or any COUNTY owned or leased facility, regardless of the patients' payment source, or (2) the patients receive professional services from a COUNTY intern or resident working under CONTRACTOR's supervision in HOSPITAL or any COUNTY owned or leased facility, on COUNTY's behalf, regardless of the patients' payment source.



- 1.4 "DEPARTMENT" shall mean the HOSPITAL Department of General Surgery.
- 1.5 "DIVISION" shall mean the SPECIALTY Division within the DEPARTMENT.
- 1.6 "HOSPITAL" shall mean Riverside University Health System.
- 1.7 "Medical Staff Bylaws, Rules, and Regulations" shall mean HOSPITAL's Medical staff bylaws, rules and regulations, as amended from time to time.
- 1.8 "Physician(s)" shall mean physician(s) employed or subcontracted by CONTRACTOR who are experienced and qualified in the medical practice of SPECIALTY and are licensed to practice medicine in the State of California.
- 1.9 "Professional Services" shall mean professional medical services in the SPECIALTY provided by Physicians and ACPs as more fully described in **Exhibit A** to this Agreement.
- 1.10 "SPECIALTY" shall mean General Surgery.
- 1.11 "State" shall mean the State of California.
- 1.12 "TJC" shall mean The Joint Commission.

## **2.0 DESCRIPTION OF SERVICES**

### **2.1 COMPLIANCE WITH HOSPITAL MISSION, VISION, AND VALUES**

Professional Services shall be provided by CONTRACTOR in compliance with the HOSPITAL Mission, Vision, and Values, a copy of which shall be made available to CONTRACTOR, which reflect COUNTY's and Contractor's commitment to providing quality health services to COUNTY patients, regardless of their ability to pay, as well as quality education and training programs to resident physicians and other students of the HOSPITAL's teaching programs.

### **2.2 SERVICES PROVIDED**

CONTRACTOR shall provide Professional Services for HOSPITAL in accordance with the services and duties described in this Agreement and **Exhibit A** hereto. A list of the Physicians and ACPs who will provide services on behalf of CONTRACTOR is attached as **Exhibit B** (which list shall be promptly updated by CONTRACTOR and provided to COUNTY upon the departure or addition of any Physician or ACP). CONTRACTOR shall not use, or knowingly permit any other person who is under its direction to use, any part of HOSPITAL's



premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of professional services for HOSPITAL and the HOSPITAL Patients.

### **3.0 RESPONSIBILITIES**

#### **3.1 CONTRACTOR AND COUNTY**

Each party agrees to maintain an environment which is conducive to quality medical care provision and training as it pertains to SPECIALTY services by providing facilities to properly care for patients and by encouraging critical dialogue between teaching staff and trainees through rounds, conferences, and patient care procedures.

#### **3.2 CONTRACTOR**

##### **3.2.1 Provision of Services**

CONTRACTOR agrees to provide Professional Services as described in this Agreement and **Exhibit A** hereto.

##### **3.2.2 Obligations as Employer**

CONTRACTOR agrees to all employer obligations for CONTRACTOR staff. COUNTY shall not be, or be construed to be, the employer of Physicians or ACPs for any purpose whatsoever. CONTRACTOR shall be solely liable and responsible for all employer obligations, if any, with respect to such Physicians and ACPs. Such obligations shall include, but are not limited to, any payment of salary and all other compensation and fringe benefits; responsibility for federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that COUNTY is for any reason required to pay any such obligations, CONTRACTOR shall reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

##### **3.2.3 CONTRACTOR Representations, Warranties, and Covenants**

CONTRACTOR represents and warrants to COUNTY, upon execution and while this Agreement is in effect, as follows:

A. CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by this reference;

B. CONTRACTOR is not bound by any agreement or arrangement which would preclude CONTRACTOR from entering into, or from fully performing the Professional Services required under this Agreement;

C. With respect to any Physician and ACP providing services under this Agreement, his/her license to practice medicine in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Each Physician and ACP providing services under this Agreement has, and shall maintain throughout this Agreement, an unrestricted license to practice medicine or other appropriate licensure in the State and Medical Staff privileges at HOSPITAL and shall only provide services within the scope of his or her license.

D. With respect to any Physician and ACP providing Professional Services under this Agreement, his/her medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

E. Neither CONTRACTOR nor any Physician or ACP providing Professional Services hereunder (a) is currently, or has ever been excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), (b) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), or (c) has received notice of or become aware of any notice of or threatened, proposed or actual exclusion, suspension or debarment, and/or any notice of an investigation or pending administrative or judicial proceeding regarding a criminal offense related to conduct that would or could trigger an exclusion of CONTRACTOR or any Physician or ACP hereunder from any federal or state health care program.

F. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if CONTRACTOR or any Physician or ACP providing services under this Agreement is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or State health care program, or (b) convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or State health care program, at any time during the term of this Agreement, or if at any time after the effective date hereof, COUNTY determines that CONTRACTOR has made a false representation and/or warranty under this Section or is in violation or breach of this Section, at COUNTY's election, this



Agreement shall terminate: (1) as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program and/or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or (2) as of the date of the breach of this Section.

G. CONTRACTOR shall, from and after the Effective Date, ensure that each of the Physicians be and remain board certified in the SPECIALTY by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if any of the Physicians is not certified in the SPECIALTY by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the SPECIALTY by the Certifying Board.

H. Notwithstanding the foregoing, if any of the Physicians or ACPs is so affected but not CONTRACTOR itself, this Agreement shall not terminate if CONTRACTOR immediately removes such affected Physician or ACP from providing any Professional Services hereunder, and replaces him/her with another physician or ACP acceptable to HOSPITAL.

I. The compensation formulas used by CONTRACTOR to pay its Physicians and ACPs comply with applicable law and have no relationship to the volume or value of patient referrals to HOSPITAL or to CONTRACTOR.

J. CONTRACTOR shall notify COUNTY in writing within 24 hours of becoming aware of any occurrence that would render it unable to make any of the representations and warranties in this Section.

#### **3.2.4 Administrative Obligations**

CONTRACTOR shall:

A. Provide high efficient, safe and quality care to patients, which will be monitored by the Chief Medical Officer utilizing data reported at Performance Improvement, Medical Executive and other staff committees.

B. Assist to establish rules and regulations for the operation of SPECIALTY services in COUNTY facilities including, but not limited to, HOSPITAL, the SPECIALTY clinic, Emergency Department, and consultative services.



C. Assist to establish criteria for issuing SPECIALTY clinical and practice privileges at HOSPITAL and assist when requested by HOSPITAL to review the credentials of all physicians applying for clinical privileges in the DEPARTMENT in all of its areas of service for making appropriate recommendations for approval by the Chief of the DEPARTMENT, HOSPITAL Medical Staff Credentials Committee for physicians, and by the Medical Executive Committee.

D. 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, Rules, and Regulations, 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.

E. Provide HOSPITAL with annual performance objectives and evaluations to include age-specific competency and job skills for each of its ACPs who may work at HOSPITAL under this Agreement in accordance with TJC standards and applicable HOSPITAL policies and procedures.

F. Establish and implement, in conjunction with HOSPITAL and HOSPITAL affiliated medical schools or other teaching institutions, clinical training programs at HOSPITAL designed to meet the educational requirements for the teaching of physician residents, other medical staff, paramedical trainees, and medical students receiving training at HOSPITAL. CONTRACTOR will ensure that such training programs are established and presented on an ongoing basis and updated annually or more frequently as needed, and that all pertinent requirements are met and duties performed which are necessary to meet the terms of affiliation agreements established between the HOSPITAL and medical schools, universities, colleges, and other institutions or agencies in regard to training in SPECIALTY services. CONTRACTOR's development of affiliation agreements shall be coordinated and approved by HOSPITAL Administration.

G. Require each Physician or ACP who reports on-site at HOSPITAL to comply with COUNTY and HOSPITAL requirements for health screening tests determined appropriate by COUNTY, to conform to all applicable Medical Staff Bylaws, Rules, and Regulations, COUNTY policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of COUNTY and CONTRACTOR.

H. Participate and cooperate in the HOSPITAL Performance Improvement and Safety Programs.

I. Report to HOSPITAL the following information about each Physician, ACP, or other staff or trainee at least two (2) weeks before start of work on-site:

1. Name, address, and telephone number.
2. Health care providers and/or health insurance.
3. All other reasonable information about the Physicians, ACPs, other staff, or trainees as requested by COUNTY.

4. An "Application for Professional Liability Insurance for Employed/Contract Physicians and Surgeons Affiliated with the Following Institutions" form completed by each Physician assigned to work at HOSPITAL under the requirements of this Agreement, submitted to the HOSPITAL Medical Director for review and signature prior to submittal to County Risk Management for approval.

J. Cover any other appropriate administrative area of responsibility as requested by the Chief of the DEPARTMENT and/or the HOSPITAL Medical Director and accepted by CONTRACTOR.

K. Use best efforts to participate in all managed care programs contracted by, sponsored by, or approved by HOSPITAL and all appropriate practice activities of the HOSPITAL Medical Staff.

L. Require Physicians, ACPs, and other CONTRACTOR health care staff to attend any orientation program presented for them by HOSPITAL and complete Hospital's online compliance training modules.

M. 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.

N. In coordination with the Chief of the DEPARTMENT, provide monthly schedules for Physicians and ACPs.

### **3.2.5 Additional Supervisory/Management Responsibilities**

3.2.5.1 CONTRACTOR shall ensure that:



A. CONTRACTOR's Physicians shall be responsible for supervising and monitoring all inpatient and outpatient SPECIALTY services provided by the DIVISION, as coordinated with the DEPARTMENT Chair.

B. The clinical and educational activities of trainees on-site from HOSPITAL residency training programs and affiliated teaching institutions shall be supervised according to the requirements of the training program and the terms of any associated affiliation agreement, and in accordance with Medicare requirements.

3.2.5.2 CONTRACTOR agrees:

A. That responsibility for direct patient care and supervision of SPECIALTY services includes attendance and participation in committee meetings and ongoing quality improvement activities in accordance with the HOSPITAL Performance Improvement and Patient Safety Programs, as approved by the Riverside County Board of Supervisors.

B. To timely attendance at SPECIALTY clinics and to cancel clinics only with advanced written notice and approval of the HOSPITAL Medical Director, and Hospital Director/Chief Executive Officer (CEO).

C. To use best efforts to serve as provider(s) of SPECIALTY services under the provisions of managed care contracts and other contracts entered into by HOSPITAL.

**3.2.6 Projection of Needs**

CONTRACTOR agrees to consult on projection of space, personnel, and equipment needs annually for the areas of responsibility by this Agreement for each COUNTY fiscal year, and consult on project needs for future years as required by HOSPITAL. Such evaluations and projections will be submitted in writing to HOSPITAL Medical Director.

**3.2.7 Clinic Budget**

CONTRACTOR at all times shall provide Professional Services at the SPECIALTY clinic(s) in a cost efficient and effective manner, subject to budgetary systems and constraints established by the HOSPITAL in consultation with the HOSPITAL Medical Director.



### 3.2.8 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide HOSPITAL Administration, a current written report, signed by the properly qualified party performing the examination, verifying that CONTRACTOR personnel are able to perform the assigned duties and are free from symptoms indicating the presence of infectious disease. Said report shall initially contain the results of a skin test for tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray and Hepatitis B test. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

### 3.2.9 Miscellaneous

CONTRACTOR will:

A. Take no steps to recruit HOSPITAL staff for employment during the course of this Agreement and for ninety days thereafter.

B. Comply with all local, State, and federal ordinances, statutes, laws, rules, or regulations applicable to the employment of the CONTRACTOR personnel assigned to HOSPITAL.

C. Be accountable for being in compliance with all billing regulations and laws regarding provision of SPECIALTY services and physician consultations as well as in conjunction with residency supervision.

D. Follow protocols and procedures for inmates being served by the HOSPITAL and requiring SPECIALTY services.

E. Carry out all additional duties and functions of the HOSPITAL as delineated in the HOSPITAL Medical Staff Bylaws, Rules, and Regulations as appropriate.

F. CONTRACTOR agrees to assist HOSPITAL, upon request, in planning, developing, and establishing specialty care clinics for the effective management of SPECIALTY patient care.

G. CONTRACTOR acknowledges that no investigational use of equipment, pharmaceuticals, or conduct of research may be undertaken at HOSPITAL without HOSPITAL Investigation Review Board approval according to requirements contained in the Medical Staff Bylaws, Rules and Regulations, and HOSPITAL Policies and Procedures.

### 3.3 COUNTY

3.3.1 It is mutually agreed and understood that the HOSPITAL receives funds from the COUNTY, which, in aggregate, are used to support the clinical operations of HOSPITAL. In the event the COUNTY ceases to provide the HOSPITAL with funding to support clinical operations, this Agreement shall be deemed terminated and of no further force and effect immediately upon receipt of COUNTY'S notification to CONTRACTOR. The parties understand that such event would require the complete withdrawal of all COUNTY funding to HOSPITAL. Should termination of this Agreement occur due to non-availability of COUNTY funds, any existing inpatient services being provided by CONTRACTOR at HOSPITAL shall continue until patient discharge. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs in accordance with Section 4, Compensation, and as outlined in Section 5.3, of this Agreement.

#### 3.3.2 COUNTY agrees to:

- A. Maintain State licensure through the California Department of Public Health and accreditation status with TJC or a comparable accreditation organization.
- B. Provide sufficient information about its specific needs so that CONTRACTOR may provide the appropriate staff with the necessary skills and experience.
- C. Assist CONTRACTOR, on a continuing basis, with the evaluation of CONTRACTOR staff by providing performance information to the CONTRACTOR Coordinator.
- D. Immediately notify CONTRACTOR of any particular problems regarding CONTRACTOR's staff or independent contractors.
- E. Provide necessary emergency health care or first aid required by an accident occurring at COUNTY facilities.
- F. Retain ultimate professional and administrative accountability for all patient care at COUNTY facilities.
- G. Take no steps to recruit CONTRACTOR staff for employment during the term of this Agreement or for ninety days thereafter. COUNTY shall not be restricted from hiring individuals who apply in response to public notices of COUNTY employment opportunities.



3.3.3 COUNTY shall be responsible for the:

A. Hiring, scheduling, promotion, compensation, discipline, and termination of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with CONTRACTOR to the extent practicable regarding any necessary reductions, expansions, or changes in such staffing, although the parties recognize COUNTY's right to make all final decisions with respect to such reductions, expansions, or changes.

B. Discipline of COUNTY personnel, and COUNTY shall investigate complaints by CONTRACTOR regarding COUNTY personnel to determine the necessity for specific action. Whenever such complaint provides reasonable grounds to believe that the safety of any person or property in COUNTY facilities may be at risk, COUNTY shall make reasonable efforts consistent with COUNTY's established procedures, to reassign such personnel pending resolution of the complaint.

C. Compensation of COUNTY personnel who provide Professional Services at HOSPITAL and who are not providers employed by or contracted with CONTRACTOR.

3.3.4 HOSPITAL shall consult with CONTRACTOR as to the support elements HOSPITAL deems necessary for the proper operation of the SPECIALTY clinic(s), Professional Services and shall furnish, at its expense, for the use of CONTRACTOR, all such support elements, including but not limited to the following:

3.3.4.1 Space

HOSPITAL shall furnish and make available to CONTRACTOR space presently designated for the SPECIALTY clinic(s), together with such other space as may be mutually agreed upon by the parties; provided that HOSPITAL shall have the right to withdraw, relocate, or modify such space as it deems reasonably necessary.

3.3.4.2 Office Space and Support Staff

HOSPITAL shall provide to CONTRACTOR office space and the services of clerical staff to ensure appropriate clerical support for the Chief of the DIVISION.

3.3.4.3 Utilities and Ancillary Departments

HOSPITAL shall furnish laundry service, housekeeping services (including hazardous, infectious, medical and radioactive waste disposal), mail and HOSPITAL courier service, and utilities including gas, water, heat electricity and all other types of utility



services reasonably necessary for the proper operation of the SPECIALTY clinic(s) and HOSPITAL. HOSPITAL shall also provide the services of its administrative and other support departments, including administration, accounting, engineering, medical transcription, and purchasing, as reasonably necessary for the proper operation of the SPECIALTY clinic(s) and HOSPITAL. HOSPITAL Administration shall assist the CONTRACTOR in the administrative management of the DIVISION by (i) providing HOSPITAL policies and procedures, Medical Staff Bylaws, and the House Staff Manual to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of HOSPITAL which pertains to the operation of the SPECIALTY clinic(s).

#### 3.3.4.4 Equipment

HOSPITAL shall furnish equipment as HOSPITAL and medical staff mutually agree is necessary for the proper operation of the SPECIALTY clinic(s) and HOSPITAL. HOSPITAL shall keep and maintain said equipment in good order and repair and shall replace and upgrade such equipment as it may become worn or obsolete.

#### 3.3.4.5 Supplies

HOSPITAL shall furnish all expendable and non-expendable supplies, such as drugs, chemicals, stationery, and similar supplies reasonably necessary for the proper operation of the SPECIALTY clinic(s).

#### 3.3.4.6 Other Personnel

All other personnel, including but not limited to physician, nursing, administrative or other non-medical personnel as HOSPITAL deems necessary for the proper operation of the SPECIALTY clinic(s) shall be either employed or contracted outside the Agreement as separate contractors, and compensated by HOSPITAL in consultation with the Medical Director of HOSPITAL. Furthermore, HOSPITAL shall give due consideration to removing any such person from the SPECIALTY clinic(s) upon request by the CONTRACTOR. In the performance of their duties in the SPECIALTY clinic(s), such personnel shall be subject to the supervision of the HOSPITAL Administration, or the Hospital Medical Director, as appropriate.

### **4.0 COMPENSATION**

4.1 CONTRACTOR shall invoice HOSPITAL for the monthly payment due and payable in accordance with **Exhibit C**, attached hereto incorporated herein. Invoices shall be submitted monthly. Payment shall be due thirty (30) working days from the date of receipt of the invoice.

CONTRACTOR shall provide monthly reports identifying the services performed in the prior month, including the Physicians or ACPs who rendered services, the types of services provided, the date services were rendered, the hours worked, and patient encounter information.

4.2 Such payment by HOSPITAL shall be deemed to be made for, as provided by this Agreement, Professional Services only, and HOSPITAL shall not make, nor shall CONTRACTOR claim, any reimbursement for time and expense in any manner connected with transportation to or from the site(s) at which CONTRACTOR shall or may render services hereunder.

4.3 HOSPITAL reserves the right to correct errors on invoices, after prior notification and discussion with CONTRACTOR, and pay to CONTRACTOR the corrected amounts as further set forth in **Exhibit C**.

4.4 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in **Exhibit C**, attached hereto.

## **5.0 TERM/TERMINATION**

5.1 Term. This Agreement will be effective as of July 1, 2022 through June 30, 2027, unless terminated earlier.

5.2 Termination without cause. Either party may terminate this Agreement, without cause, by giving one hundred eighty (180) days' prior written notice to the other party, unless otherwise terminated in accordance with the provisions of Section 5 of this Agreement, or as otherwise specified herein.

5.3 Termination for cause. Either party may terminate this Agreement for a breach of this Agreement. In this event, CONTRACTOR will finalize a plan with COUNTY to continue to provide services to patients admitted to the hospital at the time of termination until their discharge.

5.4 In the event that this Agreement is terminated prior to the expiration of the Term of the Agreement, the parties shall not enter into a contract with each other pertaining to the subject matter hereof during that Term of the Agreement.

5.5 On the Effective Date, this Agreement shall replace and supersede the prior Professional Medical Services Agreement for General Surgery Professional Services between COUNTY and CONTRACTOR approved by the Board of Supervisors on January 23, 2018; Agenda Item Number 3.25 and any and all amendments thereto.

5.6 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) (a)



upon CONTRACTOR's closure; i.e., failure to continue in business, or (b) in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR, or, (c) at HOSPITAL's election, in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified in **Exhibit C** only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

5.7 In the event that there shall be a change in the Medicare or Medi-Cal Acts, regulations, or general instructions (or application thereof), the adoption of new regulation(s), or a change in any third-party payer reimbursement system, any of which materially affects the reimbursement which COUNTY may receive for services furnished to COUNTY Patients through this Agreement, either party may by notice propose a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis of compensation is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter to agree upon a new basis for compensation, either party may terminate this Agreement by sixty (60) days' notice to the other on any future date specified in such notice.

5.8 Notwithstanding anything to the contrary herein contained, in the event performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize the license of either party, its participation in or reimbursement from the State or federal health care programs or other reimbursement or payment programs, or its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or if any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the parties are unable to reach an agreement on such changes within thirty (30) days after initiating negotiations, COUNTY or CONTRACTOR may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other party.

5.9 In the event of non-availability of COUNTY funds, this Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement for Professional Services up to the date of termination, in accordance with Section 4, Compensation.

**6.0 HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR agrees to indemnify and hold harmless COUNTY, Special Districts, their respective directors, officers, Board of Supervisors, elected officials, agents, employees, and independent contractors from any and all liability whatsoever, based or asserted upon any act or omission of CONTRACTOR, its directors, officers, agents, employees, independent contractors, or subcontractors, or any breach of this Agreement; however, this indemnification shall not apply to professional medical services performed by CONTRACTOR or any of its subcontractors, independent contractors, or employees, on behalf of COUNTY under this Agreement. Liability resulting from medical professional acts or omissions of the CONTRACTOR shall be subject to the terms of **Exhibit D**, attached hereto.

The parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or causes of action may arise that involve or could potentially involve the parties and their respective employees and agents. The parties further recognize the importance of cooperating with each other when such issues, claims or causes of action arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or causes of action. The parties shall, therefore, use reasonable efforts to address such risk management claims or causes of action in a cooperative manner.

**7.0 INSURANCE**

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. The procurement and maintenance of the insurance required below will not diminish or limit CONTRACTOR's obligation to indemnify or hold COUNTY harmless, as set forth in Section 6 above.

A. **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY**



Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and be endorsed to Waive Subrogation in favor of the COUNTY.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance coverage including, but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. To the extent coverage is provided by a commercial insurance policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. VEHICLE LIABILITY

If CONTRACTOR's vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as a Loss Payee.

D. GENERAL INSURANCE PROVISIONS

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and shall have an A.M. BEST rating of not less than an A-:VIII (A:8) unless waived, in writing, by the COUNTY Risk Management. If County's Risk Management waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of County Risk Management before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to COUNTY, and at the election of COUNTY Risk Management, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured

retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either; 1) a properly executed Certificate(s) of Insurance and copies of Endorsements affecting coverage as required herein, or 2) if requested to do so in writing by COUNTY Risk Management, provide certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect with a covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. *If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate(s) of Insurance. The original Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the parties hereto that Certificate(s) of Insurance and policies shall covenant and shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

The insurance requirements described herein may be met with a program of self-



insurance or a combination of insurance and self-insurance.

CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **8.0 OSHA REGULATION**

CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA standards, and laws and regulations relating thereto, and shall comply therewith as to all required elements under this Agreement.

#### **9.0 TJC STANDARDS**

CONTRACTOR certifies knowledge of The Joint Commission Standards for Acute Care Hospitals and Ambulatory Care Clinics and shall comply therewith as to all required elements under this Agreement.

#### **10.0 WORK PRODUCT**

All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the COUNTY. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released, to the public without the direct authorization of the Hospital Director/CEO or an authorized designee.

#### **11.0 RESEARCH/INVESTIGATIONAL STUDIES**

CONTRACTOR agrees, in compliance with Medical Staff Bylaws, Rules and Regulations, that any investigational study protocols or planned research to be done at HOSPITAL will be submitted to the HOSPITAL Institutional Review Board (IRB) for approval and coordination of final approval from the HOSPITAL Medical Executive Committee (MEC) prior to implementation of any part of the protocol or research at HOSPITAL. CONTRACTOR agrees that no patients enrolled in research studies will be admitted to, or registered as an outpatient at, HOSPITAL for provision of care under the procedures of the research protocol or study design until final IRB and MEC approvals of the research have been granted.

#### **12.0 ASSIGNMENT/DELEGATION**

12.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without the prior written consent of COUNTY, provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of

subcontracts with the prior written consent of COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR agrees that subcontracts developed to provide services or perform any investigational studies or research at HOSPITAL shall contain the same obligations contained in this Agreement regarding the performance of patient care services at HOSPITAL. Any attempted assignment or delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that this paragraph is not intended to limit the use of independent contractors by CONTRACTOR under this Agreement.

12.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of any subcontractor in accordance with Section 6, Indemnification.

12.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of the Physicians, ACPs, and other health professionals providing services at HOSPITAL must contain a clause whereby said Physicians, ACPs, and health professionals who jeopardize the license or accreditation of HOSPITAL may be removed from HOSPITAL by CONTRACTOR and/or HOSPITAL.

12.4 CONTRACTOR agrees that any development of physician residency training agreements wherein the resident(s) will be placed at HOSPITAL must be submitted at least sixty (60) days in advance to HOSPITAL Administration for review and processing prior to making any commitment to the resident(s) regarding such placement.

12.5 A change in the business structure of CONTRACTOR, including but not limited to a change in the majority ownership, change in the form of CONTRACTOR's business organization, management of CONTRACTOR, CONTRACTOR's business organization, CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an assignment for purposes of this Section.

### **13.0 WAIVER OF PERFORMANCE**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement hereof.

### **14.0 RECORDS AND REPORTS**



14.1 CONTRACTOR shall prepare and maintain accurate and complete records of its services and activities performed under this Agreement. CONTRACTOR shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect CONTRACTOR's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to COUNTY. CONTRACTOR agrees to provide to COUNTY such reports as may be required by the Hospital Director/CEO, or designee, with respect to the services set forth under this Agreement.

14.2 To the extent necessary to prevent disallowance of reimbursement under 42 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Comptroller General of the U.S. General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by CONTRACTOR.

14.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records and other applicable patient information as may be needed by CONTRACTOR to provide patient care services in accordance with this Agreement.

#### **15.0 PERFORMANCE EVALUATION**

CONTRACTOR hereby agrees to permit an appropriate official of the HOSPITAL, State or federal government to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement. To the extent applicable, monitoring shall include a quarterly assessment of the performance requirements listed in **Exhibit E**, Performance Requirements, attached hereto, and is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by HOSPITAL and CONTRACTOR to evaluate CONTRACTOR's performance under this Agreement.

#### **16.0 CONFIDENTIALITY**

16.1 CONTRACTOR shall maintain the confidentiality of any and all patient records and information which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of CONTRACTOR under this Agreement.

16.2 CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s), any oral or written communication, information, or effort of cooperation between HOSPITAL and CONTRACTOR, or between HOSPITAL and CONTRACTOR and any other party.

16.3 CONTRACTOR, its officers, employees, and agents, including each of the Physicians and ACPs, shall comply with all federal, State and COUNTY laws and regulations, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). CONTRACTOR shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of HOSPITAL patients, other than as permitted by this Agreement, HOSPITAL policies and procedures, and the requirements of HIPAA or the Regulations. CONTRACTOR shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. CONTRACTOR shall promptly report to HOSPITAL any use or a disclosure, of which CONTRACTOR becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that CONTRACTOR contracts with any agents to whom CONTRACTOR provides Protected Health Information, CONTRACTOR shall include provisions in such agreements pursuant to which CONTRACTOR and such agents agree to the same restrictions and conditions that apply to CONTRACTOR with respect to Protected Health Information. CONTRACTOR shall make CONTRACTOR's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by CONTRACTOR or HOSPITAL by virtue of this Section. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

#### **17.0 INDEPENDENT CONTRACTOR**

17.1 The CONTRACTOR is, for purposes arising out of this Agreement, an Independent Contractor and shall not be deemed an employee of the COUNTY. It is expressly understood



and agreed that the CONTRACTOR and each of its employees, subcontractors or independent contractors shall in no event, as a result of this Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury leave or other leave benefits. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Notwithstanding the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR or any of its employees, subcontractors or independent contractors is an employee of COUNTY for purposes of income tax withholding, COUNTY shall upon two (2) weeks' notice to CONTRACTOR withhold from the payments hereunder to CONTRACTOR, federal and State income taxes and pay said sums over to the federal and State Governments.

17.2 It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of HOSPITAL merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results, provided always that the services to be performed hereunder by CONTRACTOR shall be provided in a manner consistent with all regulatory, including federal, State, and local agencies, accrediting and licensing agencies, Medical Staff Bylaws, Rules, and Regulations, and policies and procedures, as may be amended from time to time, as well as community standards governing such services and the provisions of this Agreement.

17.3 Neither COUNTY nor HOSPITAL shall have or exercise any control or direction over the methods by which CONTRACTOR or any of the Physicians or ACPs shall perform his/her work functions. The sole interest of COUNTY is to assure that HOSPITAL is operated in a competent, efficient, safe and satisfactory manner, and that all applicable provisions of the law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation and regulation of physicians and hospitals shall be fully complied with by all parties hereto.

#### **18.0 NONDISCRIMINATION**

18.1 To the extent prohibited by applicable law, CONTRACTOR shall not unlawfully discriminate in the provision of Professional Services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status,

medical condition, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding nondiscrimination and equal opportunity employment including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights Act of 1964 (P.L. 88-352).

18.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the following:

A. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Subjecting an eligible person to segregation or separate treatment in any matter related to receipt of any service, except when necessary for infection control.

C. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

D. Treating an eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

#### **19.0 CONFLICT OF INTEREST**

The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR shall submit an annual statement of economic conflict of interest disclosure form as designated by HOSPITAL.

#### **20.0 COMPLIANCE PROGRAM**



It is acknowledged that the HOSPITAL's Compliance Program applies to the services and obligations described herein. The Compliance Program is intended to prevent compliance concerns such as fraud, abuse, false claims, and inappropriate patient referrals. CONTRACTOR agrees to cooperate with HOSPITAL's Compliance Program, including any audits, reviews and investigations which relate to any services provided hereunder. The Compliance Program requires, and it is hereby agreed, that any regulatory compliance concerns shall be promptly reported to the Chief Compliance Officer (951-486-6471; [r.compliance@ruhealth.org](mailto:r.compliance@ruhealth.org)) or reported anonymously through the HOSPITAL's Compliance Hotline (844-760-5832).

**21.0 SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**22.0 ADMINISTRATION**

The Hospital Director/CEO (or designee) shall administer this Agreement on behalf of the COUNTY.

**23.0 HOSPITAL ACCREDITATION/LICENSE**

Any action or failure to act on the part of CONTRACTOR that results in the threatened loss of accreditation or licensure of the HOSPITAL will be considered a material breach of this Agreement.

In the event of breach of Agreement pursuant to this Section, COUNTY may terminate this Agreement upon the basis of cause as set forth in Section 5, TERM/TERMINATION.

**24.0 JURISDICTION, VENUE, AND ATTORNEY FEES**

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the Superior Court for the State of California, County of Riverside. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

**25.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION**

CONTRACTOR shall not use any funds provided hereunder to pay the salary or expenses of any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before Congress of the United States, California State Legislature, or Riverside County Board of Supervisors.

**26.0 NO REFERRALS**

No term, covenant or condition of this Agreement shall be construed as requiring or inducing CONTRACTOR or any Physician or ACP to refer any patients to HOSPITAL. CONTRACTOR's rights under this Agreement are not and shall not be dependent in any way or manner upon the number of inpatients or outpatients referred to HOSPITAL. Any payment, fee, or consideration of any kind provided for in this Agreement to be made or given by COUNTY to CONTRACTOR shall be made or given only as fair market value consideration in return for the performance of the services provided in accordance with this Agreement and shall not constitute, or be deemed to constitute, consideration in return for the referral of any patient.

**27.0 FORCE MAJEURE**

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.



## **28.0 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. COUNTY and CONTRACTOR may be parties to other, separate and unrelated agreements. In accordance with 42 C.F.R. § 411.357(d)(ii), these agreements are identified in HOSPITAL's centralized master list of physician contracts, which is maintained and updated and available for review by the Secretary of the U.S. Health and Human Services upon request.

## **29.0 NOTICES**

Any notice required or authorized under this Agreement shall be in writing. If notice is given by United States mail, it shall be sent registered or certified mail, return receipt requested, addressed as follows:

### **CONTRACTOR:**

Faculty Physicians & Surgeons of LLUSM  
11175 Campus St., Ste 11120  
Loma Linda, CA 92534  
Attn: President

### **COUNTY:**

Riverside University Health System  
26520 Cactus Avenue  
Moreno Valley, CA 92555  
Attn: CEO

### With Copy to:

Office of County Counsel  
3960 Orange Street, Ste 500  
Riverside, CA 92501

Notice delivered personally is effective upon delivery. Notice given by mail is effective upon date of mailing.

## **30.0 HEADING**

Headings are for the purpose of convenience and ease of reference only and shall not limit or otherwise affect the meaning of a provision.

## **31.0 COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

### **32.0 ELECTRONIC SIGNATURE**

This Agreement 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 of this Agreement 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 Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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.

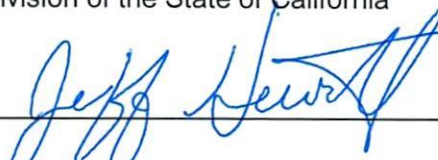
*[Signature Page Follows]*




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

**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:   
Name: Jeff Hewitt

By:   
Name: Ricardo Peverini, M.D.

Title: Chair, Board of Supervisors

Title: President

Date: AUG 30 2022

Date: Jun 21, 2022

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

County Counsel

By:   
Martha Ann Knutson (Jun 21, 2022 15:37 PDT)

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: Jun 21, 2022

AUG 30 2022 15.8





**EXHIBIT A**

**TO**  
**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**  
**AND**  
**FACULTY PHYSICIANS AND SURGEONS OF LLUSM,**  
**DBA LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP (CONTRACTOR)**  
**SCOPE OF SERVICES**

1.0 CONTRACTOR STAFFING

CONTRACTOR shall:

A. 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.

B. It is contemplated there shall be the following services provided:

Type of Services	Effective July 1, 2022	
	Total FTEs / Units	Total Expected Work Effort (wRVU)
Trauma/Critical Care Fellowship Trained Surgeons	11 FTEs	84,678
General Surgery/Surgical Oncology/Colorectal/Minimally-Invasive Surgery Services	1.5 FTEs	9,606
Vascular Surgeon	1 FTE	6,694
Department Chair Services	0.2 FTE	N/A
Program Director Services	0.2 FTE	N/A
Trauma Director Services	0.2 FTE	N/A
Emergency General Surgery Director Services	0.2 FTE	N/A
Surgeon in Chief/National Renowned Trauma Leader Business Development	1 FTE	N/A
Advanced Care Practitioner Services For SICU	10 FTEs	3,333
Advanced Care Practitioner Services for Ambulatory Clinic	2 FTEs	1870
Research Analyst	1 FTE	N/A
In-House Call Coverage Week Nights (7pm-7am)	249 nights	N/A
In-House Call Weekend And Holidays (Per 24 Hrs, Starting Saturday At 7am And Ending Monday At 7am)	116 days and nights	N/A
Rounding ICU Weekends/Holidays	116 rounds	N/A
Second Attending to Round on Non-ICU Patients Weekends/Holidays	116 rounds	N/A

**EXHIBIT A**

Back-Up Surgeon to Be On Second Call	481 nights	N/A
Back-Up Surgeon Comes in For Cases Within 30 Min.	Up to 36 cases	N/A
Vascular Surgery Night Call	365 nights	N/A
Vascular Surgery Day Call (52 weekends +12 holidays)	116 days	N/A
Vascular cases – Unscheduled – Comes in	Up to 100 cases	N/A
<b>TOTAL</b>		<b>104,311 wRVUs</b>

CONTRACTOR shall provide all SPECIALITY outpatient/clinical services, administrative duties, diagnostic procedures, consultations, supervisory duties, teaching services, inpatient care, development of treatment protocols, telehealth and supervision of SPECIALITY services provided at HOSPITAL. Without limiting the foregoing, CONTRACTOR shall staff and provide SPECIALITY services at HOSPITAL's SPECIALITY clinics and for the Department of General Surgery. CONTRACTOR shall furnish medical professional staff to adequately provide for staffing of clinics, on-call availability as well as other services as specified in this Exhibit. All administrative issues shall be directed to the HOSPITAL Chief of Medical Staff for handling.

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

D. 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.

E. Ensure that CONTRACTOR Physicians and ACPs have verifiable SPECIALITY 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.

1.1 CONTRACT COORDINATOR





## EXHIBIT A

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. Ricardo Peverini, M.D., shall serve as Coordinator for SPECIALTY services in this capacity until such time as mutually agreeable. The parties shall mutually agree on any successor Coordinator.

### 1.2. DEPARTMENT CHAIR

The Department Chair is responsible for the quality of patient care in the department and aligns the vision for the department with the values of RUHS medical center through personal and institutional commitment and strives to achieve excellence in all aspects of the department's operation. The chair will assign representatives from the surgery department to participate in medical staff committees including Medical Executive Committee, Perioperative Committee, Trauma Committee, Tumor Board, and other committees that may be required by medical staff. The chair provides leadership, supervision and is accountable to fulfill the education, research, clinical and administrative service missions and values of the department and the hospital. The chair is responsible for providing a vision and strategic direction for the department. The chair develops and maintains an academically successful, clinically excellent and fiscally sound department, utilizing a variety of leadership styles including communicator, motivator, servant-leader, coach, counselor and negotiator to achieve the vision and goals.

### 1.3 PROGRAM DIRECTOR GENERAL SURGERY RESIDENCY

The Program Director will fulfill all the ACGME requirements and responsibilities of a Program Director providing full leadership and oversight of the General Surgery residency program and assuring continuous accreditation.

### 1.4 TRAUMA DIRECTOR

The Trauma Director will fulfill all the ACS requirements and responsibilities of a Program Director providing full leadership and oversight of the RUHS-MC trauma program assuring continuous accreditation as a level II trauma center.

### 1.5 EMERGENCY GENERAL SURGERY DIRECTOR

Emergency General Surgery Director Requirements



## EXHIBIT A

- 1.5.1 Hold current board certification in general surgery by the ABMS, AOA or Royal College of Physicians and Surgeons of Canada (RCPS-C)
- 1.5.2 Be credentialed to provide Emergency General Surgery (EGS) care
- 1.5.3 Preference afforded to faculty with Surgical Critical Care board certification
- 1.5.4 Participate in the Trauma/EGS call panel
- 1.5.5 Provide evidence of 36 hours of Surgery CME every 3 years, with 12 in trauma
- 1.5.6 Must hold membership in at least 1 national surgery organization and have attended at least 1 meeting during the verification cycle

### Emergency General Surgery Director Responsibility and Authority

- 1.5.7 Develop and enforce policies and procedures relevant to care of the emergency surgical patient
- 1.5.8 Uphold requirements and adherence to institutional standards of practice
- 1.5.9 Work across departments and/or other administrative units to address deficiencies in care through Opportunities for Improvement (OFI)
- 1.5.10 Determine (with their liaisons) provider participation in emergency general surgery care, which might be guided by findings from the PIPS process or an Ongoing Professional Practice Evaluation (OPPE)
- 1.5.11 Oversee structure and process of the EGS PIPS program (Peer and interdisciplinary review)
- 1.5.12 Collaborate with EGS Program Manager and Staff to support and develop the program
- 1.5.13 Host Peer Review (PIPS) meeting
- 1.5.14 Attend and co-host EGS Committee (Interdisciplinary review)
- 1.5.15 Review all cases presented and discussed at Peer Review and Trauma Committee (Alt: EGS Associate Director)
- 1.5.16 Maintain correspondence and foster supportive relationship with interdepartmental care partners

## EXHIBIT A

- 1.5.17 Present quarterly NSQIP data at PIPSC and departmental meeting
- 1.5.18 Maintain Orientation materials for Emergency General Surgery Residency rotations
- 1.5.19 Foster EGS education for trainees
- 1.5.20 EGS Director reports directly to the Division Chief of Acute Care Surgery

1.6 SURGEON IN CHIEF - CONTRACTOR shall provide the services of Raul Coimbra, MD, PhD to serve as Surgeon in Chief of the HOSPITAL. The parties agree that Dr. Coimbra's credentials and qualifications are unique and that should he be unable to serve in this role for any reason that portion of this Agreement and the related compensation will terminate as of the last day he serves in that role.

A. Within the responsibilities of the Surgeon In Chief will be the following:

1. Co-Chair of the Perioperative Committee
2. Actively participate as a leader to improve the operational efficiency of the operating room
3. Surgery Chairs and Chiefs will report to the Surgeon In Chief. In his role, will work with the different surgical departments and divisions to develop plans to advance the mission and strategic goals of RUHS-MC.
4. Will work with the surgery Chairs and Chiefs in collaboration with the Medical Director for ambulatory specialty to improve efficiency, quality and service in the hospital based clinics.
5. Will provide guidance in the growth and development of research within RUHS-MC.
6. Will provide mentorship and guidance to the Trauma Director and SICU Director to improve quality and develop a strategy to become an ACS accredited level I trauma center.

### 1.6 STAFF REMOVAL

1.6.1 COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any Physician or ACP 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.





## EXHIBIT A

1.6.2 Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any physician or ACP 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.

1.6.3 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.

### 1.7 PROFESSIONAL SERVICES

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

1.7.2 CONTRACTOR will provide inpatient and outpatients consultation in the SPECIALTY on a routine and emergency basis.

1.7.3 CONTRACTOR will provide administrative and teaching services as agreed upon by both parties.

1.7.4 CONTRACTOR will provide Professional Services in SPECIALTY clinic(s) as required under this Agreement.

1.7.5 CONTRACTOR shall be obligated to:

A. Ensure that staff 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.

B. 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.

C. Include charting the progress of patients and updating the care plan as needed in a timely fashion.

D. 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



## EXHIBIT A

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.

1.7.6 CONTRACTOR will provide in-house on-call coverage consisting of daily after-hours coverage (5 P.M. to 9 A.M.) and weekend coverage (24 hours/day), fifty-two (52) weeks per year, as coordinated by the Chief of the DEPARTMENT.

1.7.7 CONTRACTOR will provide in-house rounding coverage in the Hospital I.C.U. weekends and holidays fifty-two (52) weeks per year, as coordinated by the Chief of the DEPARTMENT.

1.7.8 CONTRACTOR will provide daily coverage of vascular surgery fifty-two (52) weeks per year, as coordinated by the Chief of the DEPARTMENT, with the vascular surgeon available to respond to and be present at the Hospital as needed for patient care.

**EXHIBIT B**

**TO**

**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**

**AND**

**FACULTY PHYSICIANS AND SURGEONS OF LLUSM,  
DBA LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP (CONTRACTOR)**

*LIST OF CONTRACTOR PHYSICIANS AND ACPS*

AGAPIAN, JOHN

BALAREZO, CARLOS

BIANCHI, CHRISTIAN

COIMBRA, RAUL

DEPEW, ARON

KIANG, SHARON

LEE, LUNG-CHING

LUDI, HECTOR

MOLKARA, AFSHIN

NGUYEN.HENRY

TABUENCA, ARNOLD

TERUYA, THEODORE

**EXHIBIT C**

**TO**

**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**

**AND**

**FACULTY PHYSICIANS AND SURGEONS OF LLUSM,**

**DBA LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP (CONTRACTOR)**

**PAYMENT PROVISIONS**

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL in accordance with HOSPITAL policy and procedures as follows:

**1.0 Compensation**

Subject to the conditions set forth below 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 and CONTRACTOR have agreed on the following fair market value estimate for the services provided as specified in the table below:

SERVICES Effective July 1, 2022	FMVPer Unit	Units	Yearly FMV
Trauma/Critical Care Fellowship Trained Surgeons	\$632,583	11.0 FTEs	\$6,958,416.32
General Surgery/Surgical Oncology/Colorectal/Minimally Invasive Surgery Services	\$620,100	2.0 FTEs	\$1,240,200
Vascular Surgeon	\$673,842	2.0 FTE	\$1,347,684
Department Chair Services	\$673,842	0.2 FTE	\$134,768
Program Director Services	\$632,583	0.2 FTE	\$126,517
Trauma Director Services	\$632,583	0.2 FTE	\$126,517
Emergency General Surgery Director Services	\$632,583	0.2 FTE	\$126,517
Surgeon in Chief/National Renowned Trauma Leader Business Development	\$1,033,500	1.0 FTE	\$1,033,500
Advanced Care Practitioner Services for SICU	\$220,480	10.0 FTEs	\$2,204,800
Advanced Care Practitioner Services for Ambulatory Clinic	\$199,810	2.0 FTEs	\$399,620
Research Analyst	\$110,240	1.0 FTE	\$110,240
In-House Call Coverage Week Nights (7pm-7am)	\$500 per night	249 nights	\$171,561
In-House Call Weekend And Holidays		116 days and nights	\$191,817.60



## EXHIBIT C

	\$1,200 per 24 hours		
Rounding ICU Weekends/Holidays	\$540 per rounds	116 days	\$86,318
Second Attending to Round on Non-ICU Patients Weekend/Holidays	\$540 per rounds	116 rounds	\$86,318.
Back-Up Surgeon to Be On Second Call Holidays & Weekends	\$250 per night	481 nights	\$165,704
Back-Up Surgeon to Come For Cases Within 30 Min.	\$700 Per Case	Up to 36 cases	\$34,725
Vascular Surgery Night Call	\$300 per night	365 nights	\$150,891
Vascular Surgery Day Call	\$450 per day	116 days	\$71,931
Vascular Cases – Unscheduled – Comes in	\$964 per case	Up to 100 cases	\$96,460
<b>Fair Market Value</b>			<b>\$14,545,223</b>
<b>Anticipated Collections for Professional Services</b>			<b>\$3,226,295</b>
<b>Total Yearly Maximum Payment</b>			<b>\$11,638,210</b>

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 below.

### 2.0 Professional Fees

The Parties agree that CONTRACTOR shall continue to bill, collect and retain professional fees for its Professional Services under CONTRACTOR's tax identification number and provider numbers as part of its fair market compensation under this Agreement. CONTRACTOR agrees to extend to HOSPITAL's patients the same financial assistance policies as HOSPITAL. HOSPITAL will share with CONTRACTOR its determinations relating to the qualification of individuals for financial assistance and the underlying submissions relating thereto.

**Monthly Reconciliation** – CONTRACTOR shall bill professional services and

## EXHIBIT C

share data with COUNTY Hospital on a monthly basis.

### 3.0 **Billing Cycle**

No later than the fourteenth (14<sup>th</sup>) working day of each month during the term hereof, CONTRACTOR shall submit to HOSPITAL a monthly billing, in arrears of completion of each month/unit of service and a monthly Physicians Schedule. The Physicians Schedule shall include but not limited to: physician's name, date and hours worked. Any bill not timely submitted shall be deemed submitted with the next billing cycle for payment by HOSPITAL.

### 4.0 **Maximum Yearly Compensation**

Maximum compensation payable per County Fiscal Year under this Agreement shall not exceed the amount of eleven million six hundred thirty-eight thousand two hundred ten dollars (\$11,638,210).

**EXHIBIT D**

**TO**

**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**

**AND**

**FACULTY PHYSICIANS AND SURGEONS OF LLUSM,  
DBA LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP (CONTRACTOR)**

**PROFESSIONAL LIABILITY INDEMNITY**

1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall indemnify the CONTRACTOR and provide Professional Liability insurance to the CONTRACTOR (upon approval of County Risk Management) as provided hereunder solely and exclusively to the extent that it pertains to the Professional Services performed under this Agreement on behalf of COUNTY, including administrative services on behalf of the County, and so long as the CONTRACTOR (as defined below) follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules, laws, and standards of care or commit willful or wanton acts of negligence.

2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

2.1 The CONTRACTOR itself;

2.2 The CONTRACTOR's Physician employees and independent Physician contractors; and

2.3 ACPs employed by CONTRACTOR.

3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages arising out of any demand for money or services by any patient or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, so long as it is not deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in professional services rendered or that should have been rendered by CONTRACTOR exclusively at HOSPITAL or on behalf of COUNTY, provided always that:

3.1 Such malpractice results in a claim being made or legal action commenced against the CONTRACTOR, and notice of such claim or action has been given in accordance with the



## EXHIBIT D

provisions contained in Section 8 of this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any claim or action against the CONTRACTOR for malpractice committed or alleged to have been committed prior to the effective date of the Agreement nor following termination of this Agreement except for services provided during the term of the Agreement and/or for the CONTRACTOR or physician rendering service hereunder as described in Section 2 of this Exhibit.

4.0 The indemnification promised hereby shall include all theories of liability against the CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include the CONTRACTOR only while it is acting within the scope of duty pursuant to the terms of this Agreement (i.e., for patients of COUNTY performed in COUNTY facilities) and shall not apply to intentional acts or acts committed with malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the CONTRACTOR, any act committed in violation of any laws or ordinances resulting in a criminal conviction (including professional services rendered while under the influence of intoxicants or narcotics, or any practice) or service at a non-COUNTY facility not required by the terms of this Agreement.

5.0 In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or of any claims requirements of the Government Code. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

6.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The CONTRACTOR shall follow the guidelines and procedures contained in any risk management and HOSPITAL plan, which may be established by COUNTY, and applicable federal and State law.

7.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the CONTRACTOR, diligently investigate and defend any and all claims or suits made or brought against CONTRACTOR, shall retain legal counsel (attorney[ies]) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with any other

## EXHIBIT D

provision of this Exhibit, the CONTRACTOR shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any claim or suit against the CONTRACTOR.

8.0 The following are conditions precedent to the right of the CONTRACTOR to be defended and/or indemnified under this Exhibit, provided that the COUNTY may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such conditions:

8.1 During the term of this Agreement, the CONTRACTOR shall promptly, but no less than within two (2) business days, after receiving knowledge of any event described in this subsection (8.1) of this Section 8, give to the persons or persons designated by the COUNTY notice in writing of:

- A. Any conduct or circumstances which the CONTRACTOR believes to give rise to a claim for malpractice being made against the CONTRACTOR; or
- B. Any claim for malpractice made against the CONTRACTOR; or
- C. The receipt of notice from any person of any intention to hold the CONTRACTOR responsible for any malpractice.

8.2 The CONTRACTOR shall at all times without charge to the COUNTY:

- A. Give to the COUNTY or its duly appointed representative any and all information, assistance, and signed statements as the COUNTY may require; and
- B. Assist, without cost to the CONTRACTOR, in the COUNTY's defense of any claim, including without limitation, cooperating timely with the COUNTY; and, upon the COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to provide current home and work contact numbers until the full and final settlement of payment and all cases involving persons mentioned in Sections 1 and 2 of this Exhibit.

8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly appointed representative, admit liability for, or settle any claim, or:

- A. Incur on behalf of the COUNTY any cost or expense in connection with such claim, or
- B. Give any material or oral or written statements to anyone in connection with admitting or settling such claim.

**EXHIBIT E**

**TO**

**AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**

**AND**

**FACULTY PHYSICIANS AND SURGEONS OF LLUSM,  
DBA LOMA LINDA UNIVERSITY FACULTY MEDICAL GROUP (CONTRACTOR)**

**Performance Requirements**

**1.0 Performance Requirements**

1.1 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). Starting July 1, 2018 HOSPITAL may deduct two-point five percent (2%) of the monthly amount owed from each of the following quality metrics which the CONTRACTOR fails to meet during that month:

- 1.1.1 Meet a surgical site infections (SSI) score of less than one (1)
- 1.1.2 Complete ninety percent (90%) in-patient consults within twenty-four hours (24).
- 1.1.3 Meet ninety percent (90%) on-time scheduled first case of the day.
- 1.1.4 Provide the medical quality necessary to maintain American College of Surgeons (ACS) trauma accreditation.



**EXHIBIT F**

Faculty Physicians and Surgeons of LLUSM  
350 E Commercial Rd, Ste 101  
San Bernardino, CA 92408  
(909) 558-7831

Invoice Number: FP19125  
Invoice Date: 6/30/2022

Billing Address:

Riverside University Health System Attn:  
CMO Arnold Tabuenca  
26520 Cactus Avenue  
Moreno Valley, CA 92555

Service Address:

Riverside University Health System Attn:  
CMO Arnold Tabuenca  
26520 Cactus Avenue  
Moreno Valley, CA 92555

Charge Date	Item Description	Amount
6/30/2022	General Surgery <u>Sycs</u>	\$25,000.00
6/30/2022	General Surgery <u>Sycs</u> -Collection of Service Fees	(\$33,000.00)
6/30/2022	General Surgery Svc -Billing fee @ 9%	\$2,970.00
6/30/2022	Adjustment for General Surgery <u>Sycs</u> (Carry forward amount. If Applicable)	\$5,030.00

Payment Terms: Net 30 Days

Total: \$0.00






# Agreement\_FPS LLUSM\_General Surgery\_060822

Final Audit Report

2022-06-21

Created:	2022-06-21
By:	Lynnette Lopez (lslopez@llu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAACEiOaZSDqvfSCO_bPAE1MdEMZSNuuEv_

## "Agreement\_FPS LLUSM\_General Surgery\_060822" History

-  Document created by Lynnette Lopez (lslopez@llu.edu)  
2022-06-21 - 9:23:57 PM GMT- IP address: 151.112.26.72
-  Document emailed to Ricardo Peverini (rpeverini@llu.edu) for signature  
2022-06-21 - 9:25:02 PM GMT
-  Email viewed by Ricardo Peverini (rpeverini@llu.edu)  
2022-06-21 - 9:25:31 PM GMT- IP address: 76.174.172.172
-  Document e-signed by Ricardo Peverini (rpeverini@llu.edu)  
Signature Date: 2022-06-21 - 9:25:58 PM GMT - Time Source: server- IP address: 76.174.172.172
-  Agreement completed.  
2022-06-21 - 9:25:58 PM GMT