

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



ITEM: 19.1
(ID # 20269)

MEETING DATE:

Tuesday, October 25, 2022

FROM : (RUHS) RIVERSIDE UNIVERSITY HEALTH SYSTEM:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Public Hearing on the approval of a proposed Donation Agreement pursuant to Ordinance 954, All Districts.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Conduct a public hearing to obtain views and opinions of citizens and other interested parties on a proposed Donation Agreement with Riverside University Health System Medical Center Medical Staff related to the RUHS Medical Center's Medical and Surgical Center.
2. Approve and sign the proposed Donation Agreement with Riverside University Health System Medical Center Medical Staff.

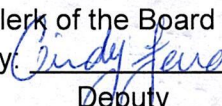
ACTION:Policy


Jennifer Cruikshank, Chief Executive Officer – Health System 10/11/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: October 25, 2022
xc: RUHS-MC

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 2020 this Board adopted Ordinance 954 (January 7, 2020; # 11610) to encourage philanthropy in support of the County’s Health System. Among other things, the Ordinance permits the County to approve commercial uses of certain county property, in accordance with an approved marketing plan, for that purpose. Such a marketing plan was approved by this Board on April 7, 2020 (#11977) and opportunities like the one outlined in the Donation Agreement with Riverside University Health System Medical Center Medical Staff are part of that plan.

Summary (continued)

The recently constructed RUHS Medical and Surgical Center (MSC) serves as an extension of the Moreno Valley RUHS Medical Center and is the site for a multitude of surgery services for residents of the County of Riverside. Construction for the MSC was completed in March of 2020 and since its opening, the MSC has supported RUHS operations by providing greater variety and availability of surgical procedures. This has allowed RUHS leadership to strategically plan for the hospital’s future endeavors.

Dr. Arnold Tabuenca—who has served as the RUHS Chief Medical Officer (CMO) for over 16 years—has contributed greatly to the success of the MSC and of RUHS. Throughout his career, Dr. Tabuenca has received multiple accolades for his work as a physician, professor, and executive leader not only at RUHS, but in surrounding organizations such as the Loma Linda University Medical Center where he served as the Program Director for the Surgery Residency Program and as the current Chair of the University of California Riverside’s Department of Surgery.

Throughout his tenure as RUHS CMO, Dr. Tabuenca’s guidance has been instrumental in creating multiple surgery residency programs currently in place at RUHS which have provided care for residents of the County of Riverside and are poised to continue providing both care for residents and training for future physicians.

In recognition of his contributions, the RUHS Foundation proposes honoring Dr. Tabuenca by renaming the MSC as the “Dr. Arnold Tabuenca Surgery Center”. This naming would be

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supported by a donation from the RUHS Medical Center Medical Staff and memorialized with the signage described in the Donation Agreement.

Impact on Residents and Businesses

The donation from the RUHS Medical Center Medical Staff will serve to commemorate the contributions of Dr. Arnold Tabuenca who throughout his tenure has helped RUHS provide care to County of Riverside residents.

Jacqueline Ruiz

Jacqueline Ruiz, Sr. Management Analyst 10/18/2022

Gregg Gu

Gregg Gu, Chief Deputy County Counsel 10/11/2022

DONATION AGREEMENT

This DONATION AGREEMENT ("Agreement"), is between the Riverside University Health System Medical Center Medical Staff, an unincorporated association ("Donor"), and the County of Riverside, a political subdivision of the State of California, acting by and through its Board of Supervisors ("County"), sometimes collectively referred hereafter to as the "Parties".

THIS AGREEMENT is made with reference to the following facts and circumstances:

- A. The County owns, maintains, operates and manages an integrated system of healthcare facilities and programs known as "Riverside University Health System" (RUHS).
- B. RUHS includes a licensed acute care hospital, Riverside University Health System Medical Center (RUHSMC), several federally qualified health centers, behavioral health treatment facilities and Public Health related programs and services at various locations. All RUHS facilities and activities are owned, operated by and located within the County of Riverside.
- C. The operations of RUHS are supported by funding from various sources, including philanthropic donations made to the RUHS Foundation, a charitable foundation supporting RUHS (Foundation); and
- D. The County has adopted an Ordinance under which it may enter into Agreements relating to signage on County facilities designed to recognize philanthropic donations in support of RUHS.
- E. Donor has requested such signage in acknowledgement of its donation to RUHS.

And therefore, the parties agree as follows:

- 1. In exchange for Donor's contribution of \$50,000 to the Foundation (a) the RUHS facility known as the *RUHS Medical and Surgical Center* will be known as the "Dr. Arnold Tabuenca Surgery Center" and (b) the name of Donor's honoree, Dr. Arnold Tabuenca, will be displayed on signage in the *RUHS Medical and Surgical Center* from the date of approval by the County Board of Supervisors for as long as the facility is being used for the purpose of providing healthcare services as part of RUHS.
- 2. This signage will not transfer to a new facility if RUHSMC is replaced or ceases to operate as a licensed acute care hospital. However, if RUHSMC is replaced or ceases to operate before the expiration of 25 years, the County may, at its sole option, bring back to the Board of Supervisors a proposal to consider naming an alternate County facility or subpart for the remainder of the term, which approval will be solely within the discretion of the then County

Board of Supervisors.

3. The parties have agreed that Donor's contribution to the Foundation qualifying Donor's honoree for such recognition will be paid according to the following schedule:

\$50,000 contribution, completed as of September 1, 2022

Failure by Donor to complete these anticipated contributions may, at the County's sole discretion, result in revocation of the naming of the program and/or removal of the signage described in paragraph 1.

4. The donor signage and / or naming recognition obtained pursuant to this Agreement is not assignable or transferrable. Any attempt to assign or transfer any right or obligation under this Agreement will terminate the Agreement.
5. All font, color, dimensions, special effects, size, and styles of all proposed signage of Donor's honoree designation on a County facility shall be subject to approval by the County Board of Supervisors, whose decisions are final, absolute and within the County's sole discretion. The signage requested by Donor is illustrated and described in Attachment "A".
6. The County has worked with Donor on design, color, size, font, dimensions, special effects, materials, fabrication, and installation of the signage; however, the County shall procure the signage and have the final approval of such signage and shall have complete control and management over the signage, including any maintenance and repairs as the County determines appropriate.
7. The signage shall only reference a donor's or an honoree's name, without logo, symbols or other attributes, and such other words or depictions as County, in its sole discretion may authorize. In certain circumstances, the County may approve the use of logos, symbols, or other attributes in its sole discretion.
8. All possible signage locations are offered on a first-come, first-served basis. An available location for signage is only reserved when all the following steps have been completed:
 - a. This agreement has been signed by donor and submitted to the RUHS Foundation for presentation to the Board of Supervisors.
 - b. The donation described herein has been made by the donor and acknowledged as received by the RUHS Foundation; and

- c. The County's Board of Supervisors has approved this Agreement.
9. The County has sole and absolute discretion to select and determine which and whether donors will have their donations recognized with signage on County facilities or programs.
 10. All signage described herein is and shall remain the exclusive property of the County.
 11. All signage must comply with and be consistent with County policies and codes, including County's nutritional food and beverage standards, ethics standards, smoking policies and other policies and other policies, standards or requirements as determined applicable by the Board of Supervisors in its sole and absolute discretion.
 12. Nothing in this Agreement limits the County's right to use in any manner, or not use, the building where the signage described herein is located.
 13. Nothing in this Agreement requires the County to continue a program named in accordance with this Agreement.
 14. **Use of County Intellectual Property** - Donor shall not publicize or use, or allow anyone else to use, the name, trade name, trade dress, seal, logo, or other proprietary information of the County in any manner unless otherwise expressly allowed in a written agreement between Donor and the County. Provided, however, to the extent approved by County, Donor will have the right, but not the obligation to publicize and reproduce images of the "Dr. Arnold Tabuenca Surgery Center" in press releases, annual reports, on its websites, social media accounts, and other marketing opportunities, and the parties will reasonably cooperate to jointly develop other mutually agreed upon promotional activities between the parties, which will be at County's sole discretion.
 15. **Choice of Law** - All rights and duties arising from or relating in any way to the granting of naming rights or recognition, or actions contemplated by this Agreement, shall be governed by, construed, and enforced in accordance with, the laws of the State of California (excluding any conflicts of law provisions that would refer to and apply the substantive laws of another jurisdiction).
 16. **Jurisdiction and Venue** - Any suit or proceeding filed by or brought against the County arising from or relating in any way to the granting of naming rights or recognition or actions

contemplated by this Agreement shall be brought only in Riverside County, California. Donor consents to the exclusive personal jurisdiction and venue of the courts, state and federal, located in Riverside County regarding any such suit or proceeding.

17. **Limitation of Liability** - UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE TO DONOR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE CLAIM ARISES IN CONTRACT OR NEGLIGENCE (EXCLUDING DAMAGES DIRECTLY AND SOLELY CAUSED BY COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), EVEN IF COUNTY OR RUHS FOUNDATION OR DONOR HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.
18. **Remedies** – Each party may enforce its rights under this Agreement by way of an action for specific performance or by any other appropriate remedy at law or equity.
19. **Amendment** – Any amendments to this Agreement, including any amendments to any Attachments to this Agreement, shall be in writing and signed by both parties.
20. **Entire Agreement** – This Agreement, including any Attachments, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior agreements with respect to such subject matter, whether oral or written.
21. **Severability** – In the event any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason the remaining portions of this Agreement shall nonetheless remain in full force and effect.
22. **Construction of Agreement** – The section and other headings in this Agreement have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
23. **Execution** – This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the County and the Donor have caused this Agreement to be executed each on its behalf as of the latest date written below.

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

Riverside University Health System Medical Center Medical Staff, an Association

By: *Jeffrey Hewitt*

By: *D. Kim*

Name: Jeffrey Hewitt

Name: Daniel Kim

Title: Chair, Board of Supervisors

Title: President

Date: 10/25/22

Date: 9/16/22

ATTEST:

Kecia R. Harper
Clerk of the Board

By: *Martha Ann Knutson*
Deputy

APPROVED AS TO FORM:

County Counsel

By: *Martha Ann Knutson*
Martha Ann Knutson (Oct 7, 2022 11:03 PDT)

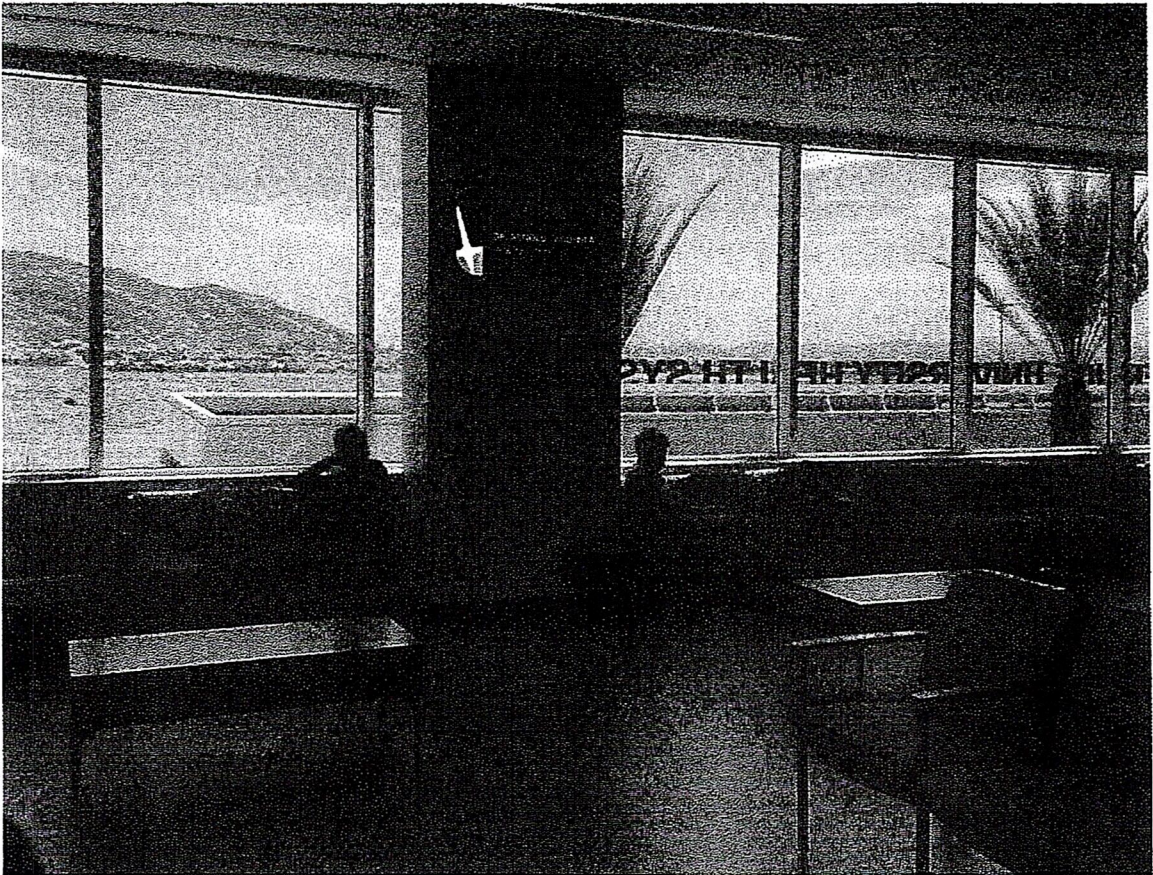
Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: Oct 7, 2022

OCT 25 2022 19.1

ATTACHMENT A









RUHS-MC Donation Agreement

Final Audit Report

2022-10-07

Created:	2022-10-07
By:	Jose Curiel (jo.curiel@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjuHISfllj85_VE8hm9Pzv0W8T9PB066

"RUHS-MC Donation Agreement" History

-  Document created by Jose Curiel (jo.curiel@ruhealth.org)
2022-10-07 - 5:56:44 PM GMT
-  Document emailed to mknutson@rivco.org for signature
2022-10-07 - 5:57:37 PM GMT
-  Email viewed by mknutson@rivco.org
2022-10-07 - 6:03:21 PM GMT
-  Signer mknutson@rivco.org entered name at signing as Martha Ann Knutson
2022-10-07 - 6:03:48 PM GMT
-  Document e-signed by Martha Ann Knutson (mknutson@rivco.org)
Signature Date: 2022-10-07 - 6:03:50 PM GMT - Time Source: server
-  Agreement completed.
2022-10-07 - 6:03:50 PM GMT