



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



**ITEM: 15.2**  
(ID # 22732)

**MEETING DATE:**

Tuesday, August 29, 2023

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratification and Approval of a Third Amendment to 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, 2023 through June 30, 2027, All Districts. [Total Amendment Cost \$7,154,572; up to \$1,422,914 in Additional Compensation per Fiscal Year, 100% Hospital Enterprise Fund]

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

1. Ratify and Approve a Third Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine for General Surgery physician services to increase the annual agreement amount by \$1,788,643 from \$12,440,504 to \$14,229,147 effective July 1, 2023 through June 30, 2027, and authorize the Chair of the Board to sign the Amendment on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments including modifications to the scope of services that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the total annual cost of the agreement.

**ACTION:Policy**

  
Jennifer Cruikshank, Executive Officer - Health System 8/17/2023

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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 Gutierrez  
**Nays:** None  
**Absent:** None  
**Date:** August 29, 2023  
**xc:** RUHS-Medical Center

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,788,643	\$1,788,643	\$7,154,572	\$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: 23/24 – 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), has 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.

In effort to meet this increase in cases and the level of care needed by these patients, on August 30, 2022, Agenda item #15.8, the Board approved for RUHS-MC to enter into a new 5-year Agreement with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (LLUSM) for General Surgery services.

Since the inception of the General Surgery services agreement, there have been some recent changes involving other existing LLUSM physician service agreements. These changes have resulted in additional physician services needed, within the General Surgery service agreement. One such change resulted from RUHS-MCs decision to refrain from renewing the physician services Agreement for Vascular Surgery. Another change involved LLUSM being unable to provide the physician services needed, from the existing Colorectal Surgery Services agreement.

This third Amendment will include the following full time equivalent (FTE) increases/additions needed, to continue to support and fulfill the level of surgery services necessary:

- General Surgery/Surgical Oncology/Colorectal/Minimally Invasive Surgery: Increasing by 1 FTE
- Vascular Surgeon: Increasing by 1 FTE
- Hospitalist/Nocturnist: Adding 2 FTEs

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**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 FY23/24 budget. No additional County funds are required.

**Contract History and Price Reasonableness**

On August 30, 2022, the Board approved a Professional Services Agreement (Agenda Item #15.8) with LLUSM for General Surgery services, effective July 1, 2022, through June 30, 2027. Total maximum annual compensation was \$11,638,210.

On October 27, 2022, a First Amendment to the Agreement was executed under the Purchasing Agent's authority to modify the scope of services and compensation provisions, resulting in an increased annual maximum compensation totaling \$12,440,504.

On February 21, 2023, a Second Amendment to the Agreement was executed under the Purchasing Agent's authority to memorialize the terms of Dr. Raul Coimbra's participation as the Principal Investigator for clinical protocol number BE1116\_3006. The maximum annual compensation remained unchanged at \$12,440,504.

Due to an increase in the number of existing FTE physician services, as well as the addition of new FTE services that will be provided, this Third Amendment will increase the annual compensation amount by \$1,788,643, to a new maximum annual compensation of \$14,229,147.

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

**ATTACHMENTS:**

**Attachment A:**      **THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL  
MEDICAL SERVICES (General Surgery Services)**

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*Meghan Hahn*  
Meghan Hahn, Deputy Director of Procurement 8/8/2023

*Jacqueline Ruiz*  
Jacqueline Ruiz, Sr. Management Analyst 8/21/2023

*Gregg Gu*  
Gregg Gu, Chief Deputy County Counsel 8/15/2023

**THIRD AMENDMENT TO THE  
AGREEMENT FOR  
PROFESSIONAL MEDICAL SERVICES  
(General Surgery Services)**

This Third Amendment to the Agreement for Professional Medical Services (General Surgery Services) (Third Amendment), is entered into by and between the **County of Riverside (COUNTY)**, a political subdivision of the State of California, on behalf of the Riverside University Health System Medical Center (HOSPITAL) and **Faculty Physicians and Surgeons of LLUSM**, a California non-profit corporation, **dba Loma Linda University Faculty Medical Group (CONTRACTOR)**, sometimes collectively referred to as the "Parties".

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (General Surgery Services), approved August 30, 2022, Agenda Item Number 15.8 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of General Surgery (SPECIALTY); and

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain First Amendment to the Agreement, approved October 27, 2022, to modify the scope of services and compensation provisions of the Agreement; and

**WHEREAS**, COUNTY and CONTRACTOR have entered into that certain Second Amendment to the Agreement, approved on February 21, 2023, to memorialize the terms of Dr. Raul Coimbra's participation as the Principle Investigator for clinical protocol number BE1116\_3006; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to modify the scope of services and compensation provisions;

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

1. Exhibit A. The table in Exhibit A, Section 1.0.B is hereby deleted in its entirety and replaced with the following:

"B. It is contemplated there shall be the following positions staffed:

Position	Effective July 1, 2023	
	Total FTEs / Units	Total Expected Work Effort (wRVU)
Trauma/Critical Care Fellowship Trained Surgeons	11.0 FTEs	77,473
General Surgery/Minimally-Invasive Surgery/Colorectal Surgeons	4.0 FTEs	25,616
Vascular Surgeon	3.0 FTEs	18,888
Hospitalist/Nocturnists Night Coverage (365 days)	2.0 FTEs	N/A
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	1 FTE	N/A
Advanced Care Practitioner For SICU	10 FTEs	4,673
Advanced Care Practitioner for Ambulatory Clinic	2.0 FTE	N/A
Research Analyst	1 FTE	N/A
Chief of Minimally Invasive Surgery Services	N/A	N/A
Chief of Colorectal Surgery Services	N/A	N/A
In-House Call Coverage Week Nights (7pm-7am)	249 nights	N/A
In-House Call Weekend and Holidays (24 Hours, Starting Saturday at 7am And Ending Monday At 7am)	116 24-hour periods	N/A
Rounding ICU Weekends/Holidays	116 days	N/A
Second Attending to Round on Non-ICU Patients Weekends/Holidays	116 days	N/A
Vascular Night Call (52 Weeks)	365 nights	N/A
Vascular Day Call (52 Weekends Saturday-Sunday + 12 Holidays)	104 days	N/A
Vascular Cases Come In	Up to 100 cases	N/A
Colorectal/Surgical Oncology/General Surgery/MIS Weekend Rounding	104 days	N/A
Back-Up Surgeon to Be on Second Call	481 nights	N/A
Back-Up Surgeon Comes in For Cases Within 30 Minutes	Up to 36 cases	N/A
<b>TOTAL</b>		<b>126,650 wRVUs</b>

2. Exhibit C. The table in Exhibit C, Section 1.0 is hereby deleted in its entirety and replaced with the following:

SERVICES Effective July 1, 2023	Cost Per Unit	Units	Yearly Cost
Trauma/Critical Care Fellowship Trained Surgeons	\$638,551	11.0 FTEs	\$7,024,061
General Surgery/Minimally-Invasive Surgery/Colorectal Surgeon	\$625,950	4.0 FTEs	\$2,503,800
Vascular Surgeon	\$680,199	3.0 FTEs	\$2,040,597
Hospitalist/Nocturnists Night Coverage (365 days)	\$438,165	2.0 FTEs	\$876,330
Department Chair Services	\$680,199	0.2 FTE	\$136,040
Program Director Services	\$638,551	0.2 FTE	\$127,710
Trauma Director Services	\$638,551	0.2 FTE	\$127,710
Emergency General Surgery Director Services	\$638,551	0.2 FTE	\$127,710
Surgeon in Chief/National Renowned Trauma Leader	\$1,043,250	1.0 FTE	\$1,043,250

Advanced Care Practitioner Services for SICU	\$222,560	10.0 FTEs	\$2,225,600
Advanced Care Practitioner Services for Ambulatory Clinic	\$222,560	2.0 FTEs	\$445,120
Research Analyst	\$111,280	1.0 FTE	\$111,280
Chief of Minimally Invasive Surgery Services	\$34,775	N/A	\$34,775
Chief of Colorectal Surgery Services	\$34,775	N/A	\$34,775
In-House Call Coverage Week Nights	\$696 per night	249 nights	\$173,180
			\$193,627
In-House Call Weekend and Holidays	\$1,669 per 24 hours	116 24-hour periods	
Rounding ICU Weekends/Holidays	\$751 per day	116 days	\$87,132
Second Attending to Round on Non-ICU Patients Weekend/Holidays	\$751 per day	116 days	\$87,132
			\$152,315
Vascular Surgery Night Call	\$417 per night	365 nights	
			\$72,610
Vascular Surgery Day Call	\$626 per day	116 days	
			\$97,370
Vascular Cases – Unscheduled – Comes in	\$974 per case	Up to 100 cases per year	
Colorectal/Surgical Oncology/General Surgery/MIS Weekend Rounding	\$764 per day	114 days and nights	\$87,132
Back-Up Surgeon to Be on Second Call Holidays & Weekends	\$348	481 days and nights	\$167,268
			\$35,053
Back-Up Surgeon to Come for Cases Within 30 Min.	\$974 Per Case	Up to 36 cases per year	
<b>Cost</b>			<b>\$18,011,578</b>
<b>Anticipated Collections for Professional Services</b>			<b>\$3,782,431</b>
<b>Total Yearly Maximum Payment</b>			<b>\$14,229,146</b>

3. Maximum Annual Compensation. Exhibit C. Section 4.0 Maximum Annual Compensation is hereby amended to read as follows:

“Maximum compensation payable per County fiscal year under this Agreement shall not exceed the amount of fourteen million two hundred twenty-nine thousand one hundred forty-six dollars (\$14,229,146).”

4. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
5. Effective Date. This Third Amendment to the Agreement shall become effective July 1, 2023.

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

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

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

By: [Signature]

By: [Signature]

Name: Kevin Jeffries

Name: Ricardo Peverini, M.D.

Title: Chair, Board of Supervisors

Title: President

Date: 8/29/23

Date: Jul 27, 2023

ATTEST:  
KIMBERLY A. RECTOR

Clerk of the Board

By: [Signature]  
Deputy

APPROVED TO FORM:

Minh C. Tran  
County Counsel

By: [Signature]

Name: **Gregg Gu**

Title: Deputy County Counsel

Date: Jul 31, 2023