



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



ITEM: 15.4
(ID # 22848)

MEETING DATE:

Tuesday, August 29, 2023

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratification and Approval of the First Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM), dba Loma Linda University Faculty Medical Group to provide Urology physician services effective August 1, 2023 through June 30, 2026, All Districts. [Total Amendment Cost \$1,905,657, up to \$257,483 in Additional Compensation per fiscal year, 100% - Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the First Amendment to the Agreement for Professional Medical Services with Faculty Physicians and Surgeons of Loma Linda University School of Medicine (FPS LLUSM) dba Loma Linda University Faculty Medical Group to provide Urology Services effective August 1, 2023 through June 30, 2026, to increase the annual maximum contract amount by \$653,368 from \$1,921,463 to \$2,574,832; 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 upon the availability of funding and as approved 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 sum total of ten percent (10%) of the total annual cost of the Agreement.

ACTION:Policy


 Jennifer Crulshani, Chief Executive Officer – Health System 8/17/2023

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

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$598,921	\$653,368	\$1,905,657	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% - Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The requested Board action will allow the Riverside University Health System – Medical Center (RUHS-MC) to amend the existing agreement with Faculty Physicians and Surgeons of LLUSM, dba Loma Linda University Faculty Medical Group (FPS LLUSM) for Urology Services. This Amendment will ensure that the necessary staffing of attending Urologists and Advance Care Providers are in place to meet the healthcare needs of adult and pediatric patients. The Amendment will also maintain administrative obligations for the specialty service.

The Urology service at RUHS-MC continues to provide outpatient clinic services, outpatient and inpatient surgical procedures and consultations. As part of our effort to continuously enhance services levels without sacrificing the quality of care, RUHS-MC is seeking Board approval to increase the full time equivalent (FTE) for both Advance Care providers (ACP) and Attending Physicians. FPS LLUSM has provided services to RUHS-MC for over 13 years and the demand for urology services has continued to grow. This amendment will allow us to continue to build upon the improvements made in the speed with which patients are able to schedule appointments, as well as the increased volumes of patients that have been seen and surgeries performed.

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.

Contract History and Price Reasonableness

RUHS engaged experts in the healthcare field to assist with a complete market analysis to ensure its physician agreements meet price reasonableness and the rates paid are within industry standards. Historically FPS LLUSM has been providing urology services to RUHS for over 13 years.

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

On February 1, 2022, Agenda Item #15.1, the Board approved a Professional Medical Services Agreement with Faculty Physicians and Surgeons of LLUSM dba Loma Linda University Faculty Medical Group effective January 1, 2022 through June 30, 2026, not to exceed the annual amount of \$1,921,463.

Due to an increase in the number of FTE physicians and ACP services, this First Amendment will increase the annual compensation amount by \$653,368, to a new maximum annual compensation of \$2,574,832.

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

ATTACHMENTS:

Attachment A: **THE FIRST AMENDMENT TO THE AGREEMENT FOR
APROFESSIONAL MEDICAL SERVICES WITH FACULTY PHYSICIAN
AND SURGEONS OF LLUSM DBA LOMA LINDA UNIVERSITY
FACULTY MEDICAL GROUP (UROLOGY SERVICES)**



Meghan Hahn, Deputy Director of Procurement 8/17/2023



Jacqueline Ruiz, Sr. Management Analyst 8/22/2023



Gregg Gu, Chief Deputy County Counsel 8/17/2023

**FIRST AMENDMENT TO THE
AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
(Urology Services)**

This First Amendment to the Agreement for Professional Medical Services (Urology Services) (First 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 (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” or individually referred to as a “Party.”

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for Professional Medical Services (Urology Services), approved February 1, 2022 Agenda Item Number 15.1, and effective January 1, 2022 through June 30, 2026 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Urology (SPECIALTY); and,

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement by increasing the FTE’s and annual compensation ;

NOW THEREFORE, the Parties agree as follows:

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

1.0 CONTRACTOR STAFFING

A. CONTRACTOR shall

provide adequate staffing to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the HOSPITAL Department of Urology (DEPARTMENT) and the HOSPITAL Medical Director. It is contemplated that there shall be the following positions staffed:

Position	Full-Time Equivalent (FTE)	Annual RVUs
Urologist Attending Physician (Adults)	2.4	13,324
Urology Advanced Care Provider (Adults)	2.0	2,780
Urologist Attending Physician (Pediatrics)	0.2	1,305
Urology Advance Care Provider (Pediatrics)	0.2	278
Administrative Time	0.1 FTE	
Night Call	365 Nights	
Weekend Day & 12 Holidays Coverage	116 Days	

CONTRACTOR shall provide all SPECIALTY outpatient/clinical services, administrative duties, diagnostic procedures, consultations, supervisory duties, teaching services, inpatient care, development of treatment protocols, telehealth and supervision of SPECIALTY services provided at HOSPITAL. Without limiting the foregoing, CONTRACTOR shall staff and provide SPECIALTY services at HOSPITAL's SPECIALTY clinic. 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 Medical Officer (CMO0 for handling.

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

C. 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.

D. Ensure that CONTRACTOR Physicians and ACPs have verifiable SPECIALTY 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.

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

1.0 Compensation

A. Subject to the conditions set forth below, as payment for CONTRACTOR's provision of SPECIALTY outpatient/clinical services, administrative duties, supervisory duties, teaching services, inpatient care, development of treatment protocols, on-call coverage, supervision of SPECIALTY services provided at HOSPITAL, and all other services contemplated by this Agreement, HOSPITAL shall pay CONTRACTOR as follows:

Description	Total Full-Time Equivalent (FTE)	Amount
Urologist Attending Physician (Adults)	2.2	\$1,403,665
Urology Advance Care Provider (Adults)	2.0	\$446,784
Urologist Attending Physician (Pediatrics)	0.2	\$152,508
Urology Advance Care Provider (Pediatrics)	0.2	\$44,678
Administrative Time	0.1	\$63,802
Night Call	365 Night	\$254,806
Weekend Days & 12 Holidays	116 Day	\$80,979
Vacation coverage 9.6 weeks	0.2	\$127,605
Annual Amount		\$ 2,574,832

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.

3. Payment Provisions Exhibit C Section 2.0 Professional Fees second paragraph **Billing Fee** is hereby deleted in its entirety and replaced with the following:

Billing Fee -Upon the effective date of this Agreement, during any time period that CONTRACTOR is responsible for billing and collection of professional fees for CONTRACTOR's Professional Services, CONTRACTOR will be paid a monthly Billing Fee that equals eight-point five percent (8.5%) of Patient Collections. "Patient Collections", are total cash received from all sources for services rendered by CONTRACTOR under this Agreement. The Billing Fee is calculated and due each month based on the cash received that month regardless of when particular services were rendered.

4. Payment Provisions Exhibit C Section 43.0 **Maximum Annual Compensation** is hereby deleted in its entirety and replaced with the following:

4.0 Maximum Annual Compensation

Maximum annual compensation payable under this Agreement shall not exceed the amount of two million five hundred seventy-four thousand eight hundred thirty-two dollars. (\$2,574,832).

5. Miscellaneous. All other terms and conditions of this Agreement are to remain unchanged.
6. Effective Date. This First Amendment to the Agreement shall become effective on August 1, 2023.

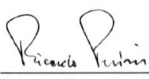
[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First 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: 
Kevin Jeffries
Chair, Board of Supervisors

By: 
Ricardo Peverini, M.D.
President

Date: 8/29/23

Date: Aug 3, 2023

ATTEST: 
Name: Kimberly A. Rector, Deputy
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED TO FORM:
Minh C. Tran
County Counsel

By: Gregg Gu
Gregg Gu,
Deputy County Counsel

Date: Aug 16, 2023