



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



**ITEM: 18.1**  
**(ID # 29318)**

**MEETING DATE:**  
Tuesday, December 09, 2025

**FROM :** RUHS-MEDICAL CENTER

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – MEDICAL CENTER: Ratification and Approval of the Fifth Amendment to the Professional Medical Services Agreement with De Anza Orthopedic Medical Group, Inc. to provide Orthopedic Physician Services Effective August 1, 2025, through June 30, 2026, All Districts. [Total Amendment Cost \$297,913; up to \$403,536 in Additional Compensation] 100% - Hospital Enterprise Fund

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

1. Ratify and approve the fifth Amendment to the Professional Medical Services Agreement with De Anza Orthopedic Medical Group, Inc. to provide Orthopedic Physician Services effective August 1, 2025, through June 30, 2026, and increase the annual contract amount by \$297,913 from \$3,737,448 to \$4,035,365 annually and authorize the Chairman of the Board to sign the Amendment on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of fiscal funding and as approved as to form by County Counsel, to; (a) sign amendments including modifications to the statement of work that stay within the intent of the Agreement, and (b) 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; and
3. Authorize the Purchasing Agent to issue Purchase Order(s) for the services provided not to exceed the approved amounts.

**ACTION:Policy**

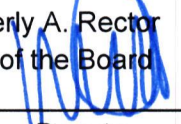
*Jennifer Cruikshank*  
Jennifer Cruikshank, Chief Executive Officer – Health System 11/26/2025

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**MINUTES OF THE GOVERNING BOARD**

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: December 9, 2025  
xc: RUHS-MC

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**

<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>	\$297,913	\$	\$297,913	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Hospital Enterprise Fund 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 25/26</b>	

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

**BACKGROUND:**

**Summary**

The requested Board action will approve a Fifth Amendment to the Professional Medical Services Agreement with De Anza Orthopedic Medical Group to provide increased orthopedic surgeon services. This Amendment will ensure that the Medical Center's orthopedic clinic and surgery department are appropriately staffed to resolve the existing workflow challenges, associated with the recent increase in orthopedic surgical cases.

Due to the continuous productivity of the orthopedic team, the Med Center is adding an additional 0.5 FTE of Hand Surgeon time for both the clinic and operating room as this is the biggest backlog, accounting for 45%. The specialty Orthopedic hand surgeon's case load accounts for 16.5% of all orthopedic surgery cases alone.

Along with this increase in demand of services, the orthopedic department continues to support the following:

- A Center of Excellence for Total Joint Replacement
- A Center of Excellence for Hip fractures
- Active involvement with the RUHS sports medicine fellowship and providing orthopedic treatment to members of local sports organizations.
- Developing a nationally accredited PA fellowship program
- RUHS sports fellowship, which is the team physicians for the San Bernadino baseball 66ers, the farm team for the Anaheim Angels
- The division one sports teams for both UC Riverside as well as Cal Baptist university.

**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 funds in the Department's budget for FY 25/26 and no additional County funds are required.

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**Contract History and Price Reasonableness**

On June 8, 2021, agenda item #15.1, the Board executed a Professional Medical Services Agreement with De Anza Orthopedic Medical Group, Inc. for orthopedic services effective July 1, 2021, through June 30, 2026, with an annual maximum not to exceed \$2,587,48 per year.

On May 10, 2022, agenda item #15.6, the Board approved a First Amendment to expand the scope of services and increase the annual maximum compensation by \$364,000 over the prior annual amount of \$2,587,448 to \$2,951,448 per year.

On November 29, 2022, agenda item #15.3 the Board approved the Second Amendment to increase the annual maximum compensation by \$ 500,000 over the prior annual amount of \$2,951,448 to \$3,451,448

On July 25, 2023, a Third Amendment to the Agreement was executed under the Purchasing Agent's authority to modify the scope of services and payment provisions, resulting in an increased annual maximum compensation totaling \$3,737,448.



On June 18, 2024, a Fourth Amendment to the Agreement was executed under the Purchasing Agent's authority to modify the scope of services.

As a result of an increase in FTE orthopedic surgeon services, this new Amendment will increase the annual maximum amount of the Agreement by \$297,913 over the prior annual amount of \$3,737,448 to \$4,035,365 per year. This Agreement is effective through June 30, 2026, thereby resulting in a total aggregate Amendment cost of \$297,913.

The Agreement 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 Direct Patient Care Resolution 2024-127.

**ATTACHMENTS:**

**Attachment A:** FIFTH AMENDMENT TO THE PROFESSIONAL MEDICAL SERVICE AGREEMENT WITH DE ANZA ORTHOPEDIC MEDICAL GROUP (ORTHOPEDIC SERVICES)

 Melissa Curtis, Deputy Director of Purchasing and Fleet	11/26/2025	 Jacqueline Ruiz, Principal Analyst	12/2/2025
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 Gregg Gu, Chief of Deputy County Counsel	11/25/2025
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**FIFTH AMENDMENT TO THE AGREEMENT  
FOR  
PROFESSIONAL MEDICAL SERVICES  
(Orthopedic Services)**

This Fifth Amendment to the Agreement for Professional Medical Services (Orthopedic Services) (Fifth Amendment), is entered into by and between the **County of Riverside** (COUNTY), a political subdivision of the State of California, on behalf of the Riverside University Health System Medical Center (HOSPITAL) and **De Anza Orthopedic Medical Group, Inc.**, a California corporation (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 (Orthopedic Services), approved June 8, 2021, Agenda Item Number 15.1, and effective July 1, 2021 (Agreement), whereby CONTRACTOR agreed to provide COUNTY with professional medical services in the specialty practice of Orthopedic and,

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain First Amendment to the Agreement, approved May 10, 2022; Agenda Item Number 15.6, to expand the Scope of Services and increase the maximum compensation permitted to be paid under the Agreement;

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain Second Amendment to the Agreement, approved November 29, 2022, Agenda Item Number 15.3, to expand the Scope of Services and increase the maximum compensation permitted to be paid under the Agreement;

**WHEREAS**, COUNTY and CONTRACTOR entered into the certain Third Amendment to the Agreement, effective July 1, 2023 to expand the Scope of Service and increase the maximum compensation permitted to be paid under the Agreement;

**WHEREAS**, COUNTY and CONTRACTOR entered into that certain Fourth Amendment to the Agreement effective June 18, 2024 to expand the Scope of Service and add HIPPA Business Associate Agreement;

**WHEREAS**, COUNTY and CONTRACTOR desire to amend the Agreement by expanding the scope of Services and increasing the maximum annual compensation permitted to be paid under the Agreement;

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

1. Staffing. **Exhibit A. Scope of Service, Section 1.0, Subsection A**, is hereby amended to read as follows:

“A. Provide 9 full-time equivalent of orthopedic surgeon services covering all the orthopedic subspecialties (including general, trauma, hip and joint, hand and pediatrics).”

2. Compensation. **Exhibit C. Payment Provisions, Section 1.0** subsections A and B are hereby deleted in their entirety and replaced with the following:

**A. Orthopedic Surgeon Services:** Subject to the conditions set forth in the Agreement, HOSPITAL shall pay CONTRACTOR three million three hundred two thousand, nine hundred forty-five dollars (\$3,302,945) per year for orthopedic surgeon services, payable in monthly increments of two hundred seventy-five thousand two hundred forty-five dollars (\$275,245).

**B.** The Parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable and an essential part of that determination is the minimum amount of effort that will be made by CONTRACTOR Physicians under this Agreement. The parties have agreed that such effort shall be measured by relative value units (RVUs) associated with the professional services billed by CONTRACTOR physicians. CONTRACTOR physicians will provide and bill for services representing at least 74,000 work RVUs per year. RVUs will be reported by CONTRACTOR to HOSPITAL quarterly and if less than 74,000 work RVUs are provided within a twelve-month period HOSPITAL will withhold from the twelfth, twenty-fourth and third-sixth monthly payments an amount equal the percentage of RVUs not billed as follows:

RVUs actually billed for 12 months

74,000 work RVUs                      x     \$3,302,945 = amount withheld

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

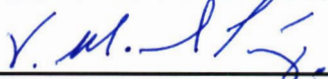
“Maximum compensation per County fiscal year payable under this Agreement to CONTRACTOR by COUNTY shall not exceed the amount of four million thirty-five thousand, three hundred sixty-five dollars (\$4,035,365).”

4. **Miscellaneous.** All other terms and conditions of this Agreement are to remain unchanged.
5. **Effective Date.** This Fifth Amendment to the Agreement shall become effective August 1, 2025.

*[Signature Page Follows]*

**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

By:   
Manuel Perez, Chairman  
Board of Supervisors

Date: DEC 09 2025

**DE ANZA OTHOPEDECS MEDICAL GROUP, INC.**, a California corporation

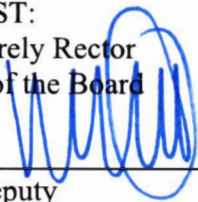
By:  Wade Faerber (Oct 30, 2025 10:40:44 PDT)

Name: Wade Faerber, DO

Title: CEO / President

Date: Oct 30, 2025

ATTEST:  
Kimberely Rector  
Clerk of the Board

By:   
Deputy

**APPROVED AS TO FORM:**

Minh C Tran  
County Counsel

By: *Esen Sainz*

Name: Esen Sainz

Title: Deputy County Counsel

Date: 11/07/2025