

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

5.05



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
December 1, 2009

**SUBJECT:** Amendment to the Professional Services Agreement between the County of Riverside and John W. Koett, M.D., PhD, Inc.

**RECOMMENDED MOTION:**

- 1) Approve the fourth (4<sup>th</sup>) amendment to the agreement with John W. Koett, M.D., Ph.D., effective January 1, 2010;
- 2) Authorize the Chairperson to sign three (3) copies of the amendment;
- 3) Retain one (1) copy and return two (2) copies of the executed amendment to Riverside County Regional Medical Center (RCRMC) for distribution.

**BACKGROUND:** Effective June 19, 2001, Agenda Item No. 3.46, an agreement was approved with John W. Koett, M.D., Ph.D., Inc. to provide inpatient and outpatient pathology professional services for the hospital. As a result of an increase in pathology studies at the Hospital and the additional requirements for documentation and internal peer review requirements has necessitated an increase in Hospital Pathologists.

(cont. on page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

FORM APPROVED COUNTY COUNSEL  
BY: *B. T. Miller, Jr.* 12/19/09  
DATE  
BEAUFORD T. MILLER, JR.  
Departmental Concurrence

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 50,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**  
APPROVE  
BY: *Debra Cournoyer*  
Debra Cournoyer  
**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy   
Per Exec. Ofc.:  Consent  Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: January 5, 2010  
xc: RCRMC

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

**Prev. Agn. Ref.:** 9/10/02, 3.30;  
6/28/05, 3.40; 7/1/08, 3.74

**District:** \_\_\_\_\_

**Agenda Number:** 3.28

**SUBJECT: Approval of the Fourth (4<sup>th</sup>) Amendment to the Professional Services Agreement between the County of Riverside and John W. Koett, M.D., PhD, Inc.**

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**BACKGROUND (Continued):**

This Amendment will provide a total of five (5) Pathologists for all pathology services provided at the Hospital.

All of the required services, including teaching, oversight, and administrative responsibilities have been incorporated into the professional services agreement that outlines the duties, obligations and responsibilities of the Contractor. The annual contract maximum shall not exceed one million, seven hundred thousand (\$1,700,000) dollars.

The Amendment has been approved as to form by County Counsel.

DB:cg

**FOURTH AMENDMENT**  
**to the**  
**PROFESSIONAL MEDICAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF RIVERSIDE**  
**AND**  
**JOHN W. KOETT, M.D., PH.D., INC.**

That certain Agreement between the County of Riverside (COUNTY) on behalf of the Riverside County Regional Medical Center (HOSPITAL) and John W. Koett, M.D., Ph.D., Inc. (CONTRACTOR) dated July 1, 2001, amended effective September 16, 2002, June 1, 2005, and September 15, 2008 is further amended effective January 1, 2010, pursuant to the following:

1. Delete Section 1.2.A. in its entirety and replace with the following:

"A. Provide adequate staffing to assume medical care responsibilities for pathology services under the direction of the HOSPITAL Chief of Medical Staff. This shall include ensuring that there are adequate numbers of qualified pathology physicians to provide pathology services at the HOSPITAL for five (5) full days per week to include additional times scheduled for consultations and on-call availability as specified in Section 1.6 of this Agreement. At a minimum, there must be five (5) full time equivalent (FTE) CONTRACTOR physicians at the HOSPITAL to perform clinical laboratory and anatomical pathology and consultative services. An American Medical Association (AMA) board-certified pathologist shall serve as Chief of Pathology Service and be included as part of the five (5) FTE CONTRACTOR physicians. All administrative issues shall be directed to the HOSPITAL Medical Director for resolution."

2. Delete Section 1.0, Exhibit A and replace with the following:

"1.0 Subject to the conditions set forth below, and upon the appointment to the medical staff of an additional FTE CONTRACTOR pathology physician, HOSPITAL shall pay CONTRACTOR a total not to exceed one million, seven hundred thousand (\$1,700,000) dollars per year for administrative, supervisory, teaching services, and professional, clinical and anatomical pathology services provided at HOSPITAL. Payments will be made on a twice per month basis during the Term of this Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified below."

3. Delete Section 3.0, Maximum Annual Compensation, Exhibit A, and replace with the following:

**“3.0 Maximum Annual Compensation**

Maximum Annual Compensation payable under this Agreement shall not exceed one million, seven hundred thousand (\$1,700,000) dollars per year for all expenses.”

All other terms and conditions of this Agreement are to remain unchanged.

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

**CONTRACTOR:**

**BY:**

*J.M. Kelly, M.D., Ph.D., D.O.*  
\_\_\_\_\_  
President

**DATE:** 11-25-09

**COUNTY:**

**BY:**

*Marion Ashley*  
\_\_\_\_\_  
**MARION ASHLEY**  
Chair, Board of Supervisors

**DATE:** JAN 05 2010

**BY:**

*D. Bagley*  
\_\_\_\_\_  
Douglas Bagley  
Hospital Director/CEO

**DATE:** 12/1/09

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By *[Signature]*  
DEPUTY

FORM APPROVED COUNTY COUNSEL

By *B.T.M.* 12/9/09  
BEAUFORD T. MILLER, JR DATE