

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

620



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
July 13, 2010

SUBJECT: Amendment to the Professional Medical Services Agreement between the County of Riverside and Anthony Firek, M.D.

RECOMMENDED MOTION:

- 1) Ratify the Amendment to the Agreement with Anthony Firek, M.D. effective July 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 amendments to Riverside County Regional Medical Center (RCRMC) for distribution.

BACKGROUND: Effective July 1, 2001, an agreement was executed for professional medical services coverage of the outpatient Endocrinology clinics in the Riverside County Regional Medical Center outpatient clinics. The agreement has been amended to include the duties of the Clinical Research Director for the Hospital and the University of California, Riverside (UCR) Clinical Research Center.

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

DB:cg

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 54,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

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

C.E.O. RECOMMENDATION:

APPROVE
Debra Cournoyer
BY: _____
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 27, 2010
xc: RCRMC

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

Prev. Agn. Ref.: 5/13/03, 3.28 | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.64

FORM APPROVED BY COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 7/13/10
 Departmental Concurrence

Dept. Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

SECOND AMENDMENT
TO THE
PROFESSIONAL MEDICAL SERVICES AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
ANTHONY FIREK, M.D.

That certain Agreement between the County of Riverside (COUNTY) on behalf of the Riverside County Regional Medical Center (HOSPITAL) and Anthony Firek, M.D. (CONTRACTOR) dated July 1, 2001 and first amended effective July 1, 2003, is hereby further amended effective July 1, 2010, pursuant to the following:

1. Add Exhibit D, DIRECTOR OF CLINICAL RESEARCH, as Attachment I to the Agreement:

2. Delete Section 3.0, Exhibit A and replace as follows:

“3.0 Maximum Annual Compensation

Maximum Annual Compensation payable under this Agreement shall not exceed fifty-four thousand (\$54,000) dollars.”

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.

<p>COUNTY OF RIVERSIDE</p> <p>By: <u>Marion Ashley</u> Marion Ashley Chair, Board of Supervisors</p>	<p>CONTRACTOR</p> <p><u>Anthony Firek</u> Anthony Firek, M.D.</p>
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Date: <u>JUL 27 2010</u>	Date: <u>JUNE 14, 2010</u>
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By: Douglas D. Bagley
Douglas D. Bagley
Hospital Director/CEO

Date: 6/28/10

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 7/1/10

ATTEST:
KECIA HARPER, IHFM, Clerk
By: [Signature]
DEPUTY

JUL 27 2010 3.04

EXHIBIT D
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
ANTHONY FIREK, M.D.

DIRECTOR OF CLINICAL RESEARCH

1. SCOPE OF SERVICES DIRECTOR OF CLINICAL RESEARCH

CONTRACTOR agrees to serve as the DIRECTOR OF CLINICAL RESEARCH for the Riverside County Regional Medical Center (RCRMC) – University of California, Riverside (UCR) Clinical Research Center. The Clinical Research Director will oversee the development of the center, identifying program needs and resources that are available within RCRMC. The examples of services to be provided include, but are not limited to:

- Act in a liaison capacity between the Hospital Director, administration, governing boards, medical staff and department heads
- Identify local resources within RCRMC
- Re organize Institutional Review Board (IRB) and rewrite charter and policy and procedures
- Proceed with initiation of pending clinical research projects for RCRMC
- Identify space requirements and clinical space issues for research
- Identify level of laboratory and pharmacy support and research objectives within each section
- Identify Information Technology resources
- Recruit staff and formalize research section
- Serve as research physician
- Provide Compliance oversight on a routine basis

2. REIMBURSEMENT

Monthly payment to be made in accordance with Exhibit D, hereto, shall not exceed two thousand five hundred dollars (\$2,500) per month for the Director of Clinical Research services. Maximum annual compensation by HOSPITAL shall not exceed thirty thousand dollars (\$30,000) for all expenses of the Exhibit D.

3. TERMINATION

Either party may terminate the Director of Clinical Research services as set forth in this exhibit by the giving of a sixty (60) day written notice of termination to the other Party hereto. In the event of said termination of services under this Exhibit D, the remaining provisions of the Agreement remain in full force and effect.