September 27, 2011

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED RETROACTIVE AGREEMENT FOR PROFESSIONAL SERVICES WITH DONALD E. CORNFORTH, M.D., INC., AN INDEPENDENT CONTRACTOR
Fiscal Impact: $200,000 (FY 2011-2012 $90,000);
KMC Enterprise Fund; Budgeted; Discretionary

Kern Medical Center (KMC) requests your Board retroactively approve an Agreement for Professional Services with Donald E. Cornforth, M.D., Inc., for professional medical services in the Department of Radiology at KMC. Dr. Cornforth is licensed by the state of California as a physician and surgeon and board certified in diagnostic and interventional radiology.

The Agreement is retroactive due to delays in negotiating the terms and obtaining signatures.

KMC requires interventional radiology coverage 24/7 to support the trauma service. Dr. Javad Naderi, who is chair of the radiology department, is the only interventional radiologist on staff at KMC. KMC has endeavored to recruit another full-time interventional radiologist but as of this date has been unsuccessful. Dr. Cornforth, who resides in Bakersfield and has a private practice, has agreed in the past to cover in an emergency when Dr. Naderi is not available, and has agreed to continue being available for emergency radiology procedures.

The key provisions of the proposed Agreement include the following:

- The Agreement is for a term of two years from August 11, 2011 through August 10, 2013.
- Dr. Cornforth will be compensated on a fee for service basis at prevailing Medi-Cal rates for all services provided in an amount not to exceed $100,000 per year or $200,000 over the two-year term of the Agreement.
- KMC has the exclusive right to bill, collect and retain all professional fees for all direct patient care services provided by Dr. Cornforth during the term of the Agreement.
- The County will provide malpractice coverage for Dr. Cornforth but only for work he performs while at KMC and in accordance with the terms of the Agreement.
Either party may terminate the Agreement, without cause, upon 30 days’ prior written notice to the other party. Additionally, the County has the right to terminate the Agreement immediately for cause by giving written notice to Dr. Cornforth in the event KMC determines that Dr. Cornforth does not have the proper credentials, experience or skill to perform the required services under this Agreement; or in the event that continuation by Dr. Cornforth in the providing of services may result in civil, criminal, or monetary penalties against the County or KMC, the breach of any federal or state law or regulatory rule or regulation or condition of accreditation or certification, the loss or threatened loss of the County’s ability to participate in any federal or state health care program, including Medicare or Medi-Cal; or commission of a material act of dishonesty, fraud, embezzlement, misappropriation or financial dishonesty by Dr. Cornforth against the County or KMC.

The Agreement has been reviewed and approved as to form by the Office of County Counsel. The County Administrative Office concurs with the recommendation.

Therefore, IT IS RECOMMENDED that your Board retroactively approve the Agreement for Professional Services with Donald E. Cornforth, M.D., Inc., for professional medical services in the Department of Radiology from August 11, 2011 through August 10, 2013, in an amount not to exceed $200,000, and authorize the Chairman to sign.

Sincerely,

Paul J. Hensler, FACHE
Chief Executive Officer

PJH:lo:mm:lnm

cc: Elsa Martinez, Deputy CAO