September 27, 2011

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

PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES WITH
SELYWYN KAY, M.D., AN INDEPENDENT CONTRACTOR
Fiscal Impact: $300,000 (FY 2011-2012 $112,500);
KMC Enterprise Fund; Budgeted; Discretionary

Kern Medical Center (KMC) requests your Board approve an Agreement for Professional Services with Selwyn Kay, M.D., for the provision of clinic and call coverage on an as-needed basis in the Department of Surgery at KMC. Dr. Kay has provided services to KMC since 2005.

Dr. Kay is licensed by the state of California as a physician and surgeon and is board certified by the American Board of Surgery. He is needed to cover the surgery clinic and surgery call schedule during those times when an employed surgeon is not available. Continuous surgery coverage is needed for trauma.

The key provisions of the proposed Agreement include the following:

- A term of two years from October 1, 2011 through September 30, 2013.
- The maximum payable will not exceed $150,000 per year or $300,000 over the two-year term of the Agreement.
- Dr. Kay will be paid a fixed fee amount of $1,000 for each half-day clinic attended.
- Dr. Kay will be paid a fixed fee amount of $5,000 for weekend call coverage, Friday from 8:00 a.m. to Monday at 8:00 a.m.
- Dr. Kay will be paid a fixed fee amount of $1,500 for holiday call coverage (authorized County holidays only).
- Dr. Kay will have the exclusive right to bill, collect and retain all professional fees for patient care delivered under this Agreement with the exception of County responsible and uninsured patients.
- Dr. Kay may bill the County on a fee for service basis at Medicare rates for each scheduled surgery he performs on a County responsible or uninsured patient.
- The County will provide malpractice coverage to Dr. Kay for services rendered under the Agreement.
- Either party may terminate the Agreement without cause by giving 30 days' prior written notice.
- KMC will have the right to terminate the Agreement effective immediately by giving written notice in the event that KMC determines that Dr. Kay does not have the
proper credentials, experience or skill to perform the required services or in the event that continuation of the Agreement may result in civil, criminal, or monetary penalties, or breach of any federal or state law or regulatory rule or regulation or the loss of reputation by County or KMC, or the loss of County’s ability to participate in any federal or state health care program.

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 approve the Agreement for Professional Services with Selwyn Kay, M.D., for surgery clinic and call coverage in the Department of Surgery from October 1, 2011 through September 30, 2013, in an amount not to exceed $300,000, and authorize the Chairman to sign.

Sincerely,

Paul J. Hensler, FACHE
Chief Executive Officer

PJH:lo:mm:img

cc: Elsa Martinez, Deputy CAO