



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

**Kern Medical Center
1700 Mount Vernon Avenue
Conference Room 1058
Bakersfield, California 93306**

Regular Meeting
Wednesday, January 15, 2025

11:30 A.M.

BOARD TO RECONVENE

Board Members: Anderson, Berjis, McLaughlin, Merz, Pelz, Pollard
Roll Call:

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: ALL ITEMS LISTED WITH A "CA" OR "C" ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY KERN COUNTY HOSPITAL AUTHORITY STAFF. THE "CA" OR "C" REPRESENTS THE CONSENT AGENDA. CONSENT ITEMS WILL BE CONSIDERED FIRST AND MAY BE APPROVED BY ONE MOTION IF NO MEMBER OF THE BOARD OR AUDIENCE WISHES TO COMMENT OR ASK QUESTIONS. IF COMMENT OR DISCUSSION IS DESIRED BY ANYONE, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED IN LISTED SEQUENCE WITH AN OPPORTUNITY FOR ANY MEMBER OF THE PUBLIC TO ADDRESS THE BOARD CONCERNING THE ITEM BEFORE ACTION IS TAKEN.

STAFF RECOMMENDATION SHOWN IN CAPS

RECOGNITION

- 1) Presentation by the Chief Executive Officer recognizing January 2025 as Human Trafficking month –
MAKE PRESENTATION

PUBLIC PRESENTATIONS

- 2) This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board. Board members may respond briefly to statements made or questions posed. They may ask a question for clarification, make a referral to staff for factual information or request staff to report back to the Board at a later meeting. In addition, the Board may take action to direct the staff to place a matter of business on a future agenda. SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE AND SPELL YOUR NAME BEFORE MAKING YOUR PRESENTATION. THANK YOU!

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

- 3) On their own initiative, Board members may make an announcement or a report on their own activities. They may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Government Code section 54954.2(a)(2)) –

ITEMS FOR CONSIDERATION

CA

- 4) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on December 11, 2024 –
APPROVE

CA

- 5) Proposed Renewal Subscription to License Agreement 04518 with Decision Resources Group, Inc., an affiliate of Clarivate PLC, on behalf of its Healthcare Business Insights Division, an independent contractor, for the period February 12, 2018 through February 11, 2025, for renewal of the Revenue Cycle Academy/E-Learning Membership, extending the term one year from February 12, 2025 through February 11, 2026, and increasing the maximum payable by \$31,570, from \$192,408 to \$223,978, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 6) Proposed Agreement with Patrick G. Pieper, M.D., a contract employee, for professional medical services in the Department of Surgery from February 1, 2025 through January 31, 2028, in an amount not to exceed \$2,250,000, plus applicable benefits –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed Agreement with TK Elevator Corporation, an independent contractor, for the provision of elevator services from January 15, 2025 through January 14, 2030, in an amount not to exceed \$662,061 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Amendment No. 2 to Agreement 59522 with DFI Enterprises, an independent contractor, for the period September 19, 2022 through September 18, 2027, for construction project inspection services, revising the fee schedule, and increasing the maximum payable by \$1,000,000, from \$450,000 to \$1,450,000, to cover the term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed Change Order No. 3 to Agreement 025-2024 with Heredia Cabling Solutions, Inc., an independent contractor, for the period February 21, 2024 through project completion, for installation of electrical wiring and door sensors for the 4th floor infant security system, increasing the maximum payable by \$11,203, from \$181,341 to \$192,543, to cover the project –
MAKE FINDING THAT THE PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed acceptance of donation of travel and related expenses from Arjo Inc., for one Kern Medical Center employee to attend the National Pressure Injury Advisory Panel (NPIAP) Annual Conference in Dallas, Texas, from February 26-28, 2025 –
APPROVE; ADOPT RESOLUTION

CA

- 11) Proposed acceptance of donation of travel and related expenses (conference fees only) from Liebert Cassidy Whitmore for one Kern Medical Center employee to attend the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference in San Diego, California, from January 30-31, 2025 –
APPROVE; ADOPT RESOLUTION

CA

- 12) Proposed annual report on the structural performance of Kern Medical Center buildings in compliance with Health and Safety Code section 130066.5 –
RECEIVE AND FILE

CA

- 13) Proposed Master Equipment and Products Agreement with Siemens Healthcare Diagnostics, an independent contractor, for replacement of laboratory equipment, service, and consumables from January 15, 2025 through January 14, 2032, in an amount not to exceed \$8,000,000, plus applicable taxes and fees –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 14) Proposed Amendment to Customer Agreement 053-2021C with Stericycle, Inc., an independent contractor, for the period September 1, 2021 through August 31, 2026, for additional controlled substance waste containers, increasing the aggregate cost by \$49,305 over the term, effective January 15, 2025 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 15) Proposed Affiliation Agreement with Idaho State University, an independent contractor, containing nonstandard terms and conditions, for clinical training of Physician Assistant students, from February 1, 2025 through July 31, 2025 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 16) Proposed updated Conflict of Interest Policy and Code for Kern County Hospital Authority –
APPROVE; REFER TO KERN COUNTY BOARD OF SUPERVISORS FOR APPROVAL

- CA
17) Proposed 2024 Annual Comprehensive Financial Report and 2024 Actuarial Valuation and Employer and Employee Contribution Rates from Kern County Employees' Retirement Association (KCERA) –
RECEIVE AND FILE
- CA
18) Proposed Invoice 2025003 with Astanza, LLC, an independent contractor, containing nonstandard terms and conditions, for laser maintenance services from January 29, 2025 through January 29, 2026, in an amount not to exceed \$11,999 –
APPROVE
- CA
19) Proposed Master Services and Business Associate Agreement with Augmedix Operating Corp., an independent contractor, containing nonstandard terms and conditions, for purchase of virtual, real-time medical documentation assistance from January 15, 2025 through January 14, 2026, in an amount not to exceed \$72,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- CA
20) Proposed Co-Applicant Agreement between Kern County Hospital Authority and Kern County Hospital Authority Community Health Center Board of Directors, effective January 15, 2025, and remaining in effect during the Health Center Program project of any and all periods of Federally Qualified Health Center Look-Alike certification with the Community Health Center Board of Directors as its co-applicant –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- CA
21) Proposed Resolution Establishing the Kern County Hospital Authority Community Health Center Board of Directors and Appointing Initial Members –
APPROVE; ADOPT RESOLUTION
- 22) Presentation on Report of Independent Auditors from Moss Adams LLP regarding the audit of Kern Medical Center financial statements for the fiscal year ended June 30, 2024 –
HEAR PRESENTATION; RECEIVE AND FILE; REFER TO KERN COUNTY BOARD OF SUPERVISORS
- 23) Proposed retroactive Quote Q-34534 and Statement of Work with Workato Inc., an independent contractor, for purchase of automation software and training from January 5, 2025 through January 4, 2028, in an amount not to exceed \$493,695 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- 24) Report on Kern Medical Center Undergraduate and Graduate Medical Education –
RECEIVE AND FILE
- 25) Kern County Hospital Authority Chief Financial Officer report –
RECEIVE AND FILE
- 26) Kern County Hospital Authority Chief Executive Officer report –
RECEIVE AND FILE

CA
27) Monthly report on What's Happening at Kern Medical Center –
RECEIVE AND FILE

CA
28) Claims and Lawsuits Filed as of December 31, 2024 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 29) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 30) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) –
- 31) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Rous, Lyn, Applicant v. County of Kern, Defendants, Workers' Compensation Appeals Board, Case Numbers ADJ7332417; ADJ7454377 –
- 32) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 –
- 33) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –
- 34) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, FEBRUARY 19, 2025 AT 11:30 A.M.

SUPPORTING DOCUMENTATION FOR AGENDA ITEMS

All agenda item supporting documentation is available for public review at Kern Medical Center in the Administration Department, 1700 Mount Vernon Avenue, Bakersfield, 93306 during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Friday, following the posting of the agenda. Any supporting documentation that relates to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location.

AMERICANS WITH DISABILITIES ACT (Government Code Section 54953.2)

The Kern Medical Center Conference Room is accessible to persons with disabilities. Disabled individuals who need special assistance to attend or participate in a meeting of the Kern County Hospital Authority Board of Governors may request assistance at Kern Medical Center in the Administration Department, 1700 Mount Vernon Avenue, Bakersfield, California, or by calling (661) 326-2102. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting material available in alternative formats. Requests for assistance should be made five (5) working days in advance of a meeting whenever possible.

CA

28) CLAIMS AND LAWSUITS FILED AS OF DECEMBER 31, 2024 –
RECEIVE AND FILE

- A) Summons and Complaint in the matter of Estate of Matthew Lee Richards, by and through successors in interest, Derrienne Richards and Robert William Richards; Derrienne Richards, individually; Robert William Richards, individually, Plaintiffs, v. Kern County Sheriff's Office; a public entity; Sheriff Donny Youngblood, in his individual and official capacities; Kern County Hospital Authority, a public entity; and DOES 1-10, individually, jointly and severally, Defendants, United States District Court, Eastern District of California, Case No. 1:24-at-869
- B) Claim in the matter of Norma Leticia Monge
- C) Claim in the matter of Melinda M. Jackson
- D) Claim in the matter of Ramon Zaragoza Garcia



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

**Kern Medical Center
1700 Mount Vernon Avenue
Conference Room 1058
Bakersfield, California 93306**

Regular Meeting
Wednesday, December 11, 2024

11:30 A.M.

BOARD RECONVENED

Board Members: Anderson, Berjis, McLaughlin, Merz, Pelz, Pollard
Roll Call: 5 Present; 1 Absent - Merz

NOTE: The vote is displayed in bold below each item. For example, Berjis-Pelz denotes Director Berjis made the motion and Director Pelz seconded the motion.

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: ALL ITEMS LISTED WITH A "CA" OR "C" WERE CONSIDERED TO BE ROUTINE AND APPROVED BY ONE MOTION.

BOARD ACTION SHOWN IN CAPS

PUBLIC PRESENTATIONS

- 1) This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board. Board members may respond briefly to statements made or questions posed. They may ask a question for clarification, make a referral to staff for factual information or request staff to report back to the Board at a later meeting. In addition, the Board may take action to direct the staff to place a matter of business on a future agenda. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE AND SPELL YOUR NAME BEFORE MAKING YOUR PRESENTATION. THANK YOU!**
NO ONE HEARD

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

- 2) On their own initiative, Board members may make an announcement or a report on their own activities. They may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Government Code section 54954.2(a)(2)) –

DIRECTOR BERJIS REPORTED KERN MEDICAL CENTER RECEIVED ACCREDITATION FOR ITS 9TH RESIDENCY PROGRAM, A ONE-YEAR TRANSITIONAL RESIDENCY, AND THANKED THE MEDICAL EDUCATION DEPARTMENT FOR THEIR EFFORTS

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on November 20, 2024 –
APPROVED
Berjis-Pollard: 4 Ayes; 1 Abstention - Anderson; 1 Absent - Merz;

CA

- 4) Proposed Business Associate Agreement with Manifest MedEx, an independent contractor, containing nonstandard terms and conditions, for Health Information Exchange services –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 201-2024
Berjis-Pollard: 5 Ayes; 1 Absent - Merz

CA

- 5) Proposed Resolution in the matter of authorizing the application to and participation in the Behavioral Health Continuum Infrastructure Program for receipt of grant funds up to \$52,000,000, pursuant to the Behavioral Health Infrastructure Bond Act of 2024 to improve behavioral health services in Kern County –
APPROVED; ADOPTED RESOLUTION 2024-028; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN APPLICATION AND PROGRAM DOCUMENTS SUBJECT TO APPROVAL AS TO FORM BY COUNSEL
Berjis-Pollard: 5 Ayes; 1 Absent - Merz

- 6) Report on Kern Medical Center revenue cycle –
CHIEF FINANCIAL OFFICER ANDREW CANTU AND CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; MESSRS. CANTU AND THYGERSON RESPONDED TO QUESTIONS FROM DIRECTORS ANDERSON, BERJIS, MCLAUGHLIN, POLLARD, AND PELZ; RECEIVED AND FILED
Pelz-Pollard: 5 Ayes; 1 Absent - Merz

- 7) Kern County Hospital Authority Chief Financial Officer report –
CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; DIRECTOR ANDERSON HEARD REGARDING LENGTH OF STAY; RECEIVED AND FILED
Anderson-Pollard 5 Ayes; 1 Absent - Merz

- 8) Kern County Hospital Authority Chief Executive Officer report –
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; DIRECTOR POLLARD HEARD REGARDING THE KERN ECONOMIC SUMMIT SPOTLIGHT ON KERN MEDICAL CENTER; RECEIVED AND FILED
Berjis-Pollard: 5 Ayes; 1 Absent - Merz

CA

- 9) Monthly report on What's Happening at Kern Medical Center –
RECEIVED AND FILED
Berjis-Pollard: 5 Ayes; 1 Absent - Merz

CA

- 10) Claims and Lawsuits Filed as of November 30, 2024 –
RECEIVED AND FILED
Berjis-Pollard: 5 Ayes; 1 Absent - Merz

ADJOURNED AS KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNERS;
RECONVENED AS KERN MEDICAL SURGERY CENTER, LLC BOARD OF MANAGERS
Pollard-Pelz

- C-11) Kern Medical Surgery Center, LLC, Administrative Report –
RECEIVED AND FILED
Pelz-Pollard: 5 Ayes; 1 Absent - Merz

- C-12) Proposed credentialing recommendations –
APPROVED
Pelz-Pollard: 5 Ayes; 1 Absent - Merz

- C-13) Miscellaneous Correspondence as of November 30, 2024 –
RECEIVED AND FILED
Pelz-Pollard: 5 Ayes; 1 Absent – Merz

ADJOURNED AS KERN MEDICAL SURGERY CENTER, LLC BOARD OF MANAGERS;
RECONVENED AS KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNERS
Anderson-Pollard

ADJOURNED TO CLOSED SESSION
Pollard-Berjis

CLOSED SESSION

- 14) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 15) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 – SEE RESULTS BELOW
- 16) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW

- 17) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION
Pollard-Berjis

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item 14 concerning Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – HEARD; BY A UNANIMOUS VOTE OF THOSE DIRECTORS PRESENT (MOTION BY DIRECTOR POLLARD, SECOND BY DIRECTOR BERJIS; 1 ABSENT - DIRECTOR MERZ), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT AND REAPPOINTMENT; NO OTHER REPORTABLE ACTION TAKEN

Item 15 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 – HEARD; NO REPORTABLE ACTION TAKEN

Item 16 concerning Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) – HEARD; NO REPORTABLE ACTION TAKEN

Item 17 concerning Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – NOT HEARD

ADJOURNED TO WEDNESDAY, JANUARY 15, 2025 AT 11:30 A.M.

Pollard

/s/ Mona A. Allen
Authority Board Coordinator

/s/ Philip McLaughlin
Chairman, Board of Governors
Kern County Hospital Authority



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Clarivate Renewal Subscription to the License Agreement (#04518) with Decision Resources Group, Inc., an affiliate of Clarivate PLC, on behalf of its Healthcare Business Insights division

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed Clarivate Renewal Subscription with Decision Resources, Inc. to renew the service level agreement for their Revenue Cycle Academy/E-Learning Membership. Decision Resource, Inc. is a nationally recognized leader in the healthcare industry. The eLearning has been beneficial in allowing Kern Medical to further improve and deliver upon revenue cycle objectives & related KPI's, including but not limited to industry changes with CMS compliance, Healthcare Reform, Revenue Cycle Alignment and Integration, Denial Prevention, and Improved Patient Experience.

- Revenue Cycle Academy is an enterprise-wide membership focused on providing insights into how/why your peers have implemented revenue cycle performance improve initiatives along with related benchmarks, job aids, job descriptions, tip sheets, policies, etc.
- E-Learning includes interactive, on-line training modules (130+ in total). This will be important to educate staff on new responsibilities and help to assess their ongoing understanding of key front- end revenue cycle functions and their impact on the organization and the patient experience.

Agreement	Term	Cost	Variance
License Agt. 04518	02/12/18 – 02/11/19	\$25,000	
Renewal 08419	02/12/19 – 02/11/21	\$52,272	\$1,136 per year
Renewal 09321	02/12/21 – 02/11/23	\$55,450	\$2,725 per year
Renewal 016-2023	02/12/23 – 02/11/24	\$29,330	\$4,330 per year
Renewal 016-2024	02/12/24 -- 02/11/25	\$30,356	\$5,356 per year
Proposed Renewal	02/12/25 – 02/11/26	\$31,570	\$6,570 per year
Maximum Payable			\$192,408

Therefore, it is recommended that your Board approve the proposed Clarivate Renewal Subscription, with Decision Resources Group, Inc., an affiliate of Clarivate PLC, on behalf of its Healthcare Business Insights division, extending the term for one (1) year, February 12, 2025 through February 11, 2026, increasing the maximum payable by \$31,570 from \$192,408 to \$223,978, and authorize the Chairman to sign.



ORDER FORM

Order Form Date: October 4, 2024

Decision Resources, Inc. ("Clarivate")
789 E. Eisenhower Parkway
Ann Arbor, MI 48108
United States

This Order Form is subject to the agreement and term referenced below, which outline the terms & conditions under which we will provide you the Products / Services described below.

CLIENT DETAILS

Contracting Entity :	KERN COUNTY HOSPITAL AUTHORITY
Client Address :	1700 MT VERNON AVE BAKERSFIELD California 93306-4018 United States

BILLING INFORMATION

Legal name of the Billing entity	KERN COUNTY HOSPITAL AUTHORITY
Bill to Address	1700 MT VERNON AVE BAKERSFIELD, California 93306-4018 United States
Billing Contact	Ed Din edward.din@kernmedical.com

SHIPPING INFORMATION

Legal name of the Shipping entity	KERN COUNTY HOSPITAL AUTHORITY
Ship to Address	1700 MT VERNON AVE BAKERSFIELD, California 93306-4018 United States
Shipping Contact	Ed Din edward.din@kernmedical.com

PRODUCTS/SERVICES DETAILS						
Product(s) / Service(s)	Quantity	License Level	License Rights	Term	Frequency of Payment	Fees
HBI Academy Revenue Cycle	1	Enterprise	Limited License	Feb 12, 2025- Feb 11, 2026	Annual	\$ 15,936.66
HBI Learning Revenue Cycle	1	Enterprise	Limited License	Feb 12, 2025- Feb 11, 2026	Annual	\$ 15,633.83
Total Fee(s) USD						\$ 31,570.49

AGREEMENTS

GOVERNING TERMS & CONDITIONS: Please refer to the Agreement number CA - DRG -00110204 dated February 12, 2018

GOVERNING LAW & JURISDICTION: State of California **RENEWAL TERM:** Upon Mutual Written Agreement

PAYMENT TERMS: Net 30

PRODUCT/SERVICE TERMS: Please refer to the Product / Service Terms found here <https://clarivate.com/terms-of-business> for: DRG TERMS

ADDITIONAL TERMS

EMPLOYEE/MEMBER

EMPLOYEE/MEMBER: In relation to a commercial or government entity, an employee of that entity; or in relation to an academic institution, (i) An employee, current student or full faculty member of that institution. (ii) Any other persons who are permitted to access the institution's information services on an occasional basis from computer terminals physically located in the institution's library facilities.

LICENSE LEVEL AND END USER LICENSE

ENTERPRISE: Any of your Employee/Members may access the service with the login details.

LICENSE RIGHTS

LIMITED: License rights continue until the end of the term of the service.



DELIVERY METHOD AND HOST

The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate respectively unless otherwise specified here.

SIGNATURE

This Order Form is effective when signed and returned to us within (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.

Signed on behalf of DECISION RESOURCES, INC.

Signed on behalf of KERN COUNTY HOSPITAL AUTHORITY

Signature :

Signature :

Print Name : Jeff Anusbigian

Print Name: Phil McLaughlin

Title: Vice President, Sales Operations

Title: Chairman, Board of Govenors

Date: October 4, 2024

Date: January 15, 2024

APPROVED AS TO FORM:
Legal Services Department

By Shannon Hochstein
Kern County Hospital Authority

Invoice Details

Thank you for choosing Clarivate. We'd like to take a moment to confirm the current invoicing details on your order to ensure you receive a correct and timely invoice and access to your services as soon as possible.

Other Key Information

Additional information that relates to how invoices will be paid and any key information that needs to be included on the invoice for your internal processes.

PO registration requirements

What we need you to provide	Why we need you to provide this information	Current Information	Your response
Please enter the PO (Purchase Order) to be used on your invoice.	PO numbers will be populated on the invoice and are important for procurement departments when allocating costs.		

Tax Exempt Information: *If you expect VAT/GST/Sales Tax and/or other similar taxes should not be charged on our invoice to you, please let us know the reason why this should not be charged and provide the necessary documents in the 'ship to' entity's full name to support this. For example, if you have an 'exempt' status, please provide a valid Exemption certificate or mandatory declarations from your Tax Authorities (and any other relevant information). In the absence of the above, applicable taxes will be levied, where relevant.*

What we need you to provide	Your response
If you expect VAT/GST/ Sales Tax or other applicable taxes should not be charged on our invoice to you, please explain why and provide the necessary documents in the 'ship to' company's full Legal name to support this.	

Portal registration requirements

What we need you to provide	Your response
Portal name:	
Portal URL/Hyperlink	
Any additional portal registration details (such as specific registration IDs/ANIDs, Matter ID's, PO numbers or similar)	
Does registration require (please check as appropriate):	<ol style="list-style-type: none"> 1. Signature by an authorised company representative at Clarivate 2. Registration on a national register of companies 3. Additional documentation (such as tax or financial records, company registration documents, sustainability records or similar) 4. Other (please complete below):
A name of a contact at your company that can support on any portal registration issues or questions	

I have provided updated Invoice Information?

If yes, we will use the revised information for the Invoice issued for this order.



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Agreement with Patrick G. Pieper, M.D., a contract employee, for professional medical services in the Department of Surgery

Recommended Action: Approve; Authorize Chairman to sign

Summary: Kern Medical requests your Board approve the proposed Agreement with Patrick G. Pieper, M.D., for professional medical services in the Department of Surgery. Dr. Pieper serves as a full-time otolaryngologist, head and neck surgeon in the Department as well as Medical Director of the Laser and Aesthetics Center. Dr. Pieper has been employed by Kern Medical since February 1, 2019.

The proposed Agreement has a three-year term from February 1, 2025, through January 31, 2028. Dr. Pieper will receive a base salary of \$594,000 annually. Dr. Pieper's annual salary is calculated based on the current Medical Group Management Association Physician Compensation and Production Survey for specialty and represents the reasonable fair market value compensation for the services provided by Dr. Pieper. All other compensation for excess call coverage and the Medical Director Stipend will remain the same. In addition, Dr. Pieper will continue to receive the standard complement of physician benefits.

The maximum payable will not to exceed \$2,250,000, plus applicable benefits, over the three-year term of the Agreement.

Therefore, it is recommended that your Board approve the proposed Agreement with Patrick G. Pieper, M.D., for professional medical services in the Department of Surgery from February 1, 2025 through January 31, 2028, in an amount not to exceed \$2,250,000, plus applicable benefits, and authorize the Chairman to sign.

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Patrick G. Pieper, M.D.)**

This Agreement is made and entered into this ____ day of _____, 2025, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Patrick G. Pieper, M.D. (“Physician”).

**I.
RECITALS**

(a) Authority is authorized, pursuant to section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and

(b) Authority requires the assistance of Physician to provide professional medical services in the Department of Surgery at KMC (the “Department”), as such services are unavailable from Authority resources, and Physician desires to accept employment on the terms and conditions set forth in this Agreement; and

(c) Physician is specially trained, experienced, expert, and competent to perform such services; and

(d) Authority currently contracts with Physician as a contract employee for the provision of professional medical services in the Department and teaching services to resident physicians employed by Authority (Agt. #024-2022, dated February 16, 2022), for the period February 1, 2022 through January 31, 2025; and

(e) Each party expressly understands and agrees that Agt. #024-2022 is superseded by this Agreement as of the Commencement Date;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and incorporating by this reference the foregoing recitals, the parties hereto agree as follows:

**II.
TERMS AND CONDITIONS**

1. **Term.** The term of this Agreement shall be for a period of three (3) years, commencing as of February 1, 2025 (the “Commencement Date”), and shall end January 31, 2028 (the “Term”), unless earlier terminated pursuant to other provisions of this Agreement as herein stated. This Agreement may be renewed for additional terms of two (2) years each, but only upon mutual written agreement of the parties. As used herein, an “Employment Year” shall mean the annual period beginning on the Commencement Date and each annual period thereafter.

2. **Employment.** Authority hereby employs Physician for the practice of medicine in the care and treatment of patients at KMC, or at such other clinic sites as KMC may designate (collectively referred to as the “Practice Sites”). It is expressly understood and agreed that KMC shall have reasonable discretion to consolidate and relocate clinics operated by Authority and to re-designate Practice Sites served by Physician from time to time. Physician shall be subject to Authority’s employment policies, directives, rules and regulations as promulgated by Authority from time to time, including, but not limited to, those pertaining to employees.

3. **Representations and Warranties.** Physician represents and warrants to Authority and KMC, upon execution and throughout the Term of this Agreement, as follows: (i) Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement; (ii) Physician’s license to practice medicine in the state of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to the terms of probation or other restriction; (iii) Physician’s medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; (iv) Physician holds a valid Controlled Substance Registration Certificate issued by the Drug Enforcement Administration that has never been revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (v) Physician is not currently and has never been an Ineligible Person¹; (vi) Physician is not currently the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; and (vii) Physician has, and shall maintain throughout the term of this Agreement, an unrestricted license to practice medicine in the state of California and staff membership and privileges at KMC.

4. **Obligations of Physician.**

4.1 **Services.** Physician shall engage in the practice of medicine on a full-time basis exclusively as an exempt employee of Authority. Physician shall render those services set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

4.2 **Use of Premises.** Physician shall use the Practice Sites as designated by Authority or KMC exclusively for the practice of medicine in the care and treatment of patients and shall comply with all applicable federal, state, and local laws, rules and regulations related thereto.

4.3 **Qualifications.**

4.3.1 **Licensure.** Physician shall maintain a current valid license to practice medicine in the state of California at all times during the Term of this Agreement.

¹ An “Ineligible Person” is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

4.3.2 Board Certification. Physician shall be board certified by the American Board of Otolaryngology in head and neck surgery-general and maintain such certification at all times during the Term of this Agreement.

4.3.3 Medical Staff Status. Physician shall at all times during the Term of this Agreement be a member in good standing of the KMC medical staff with “active” staff status and hold all clinical privileges on the active medical staff appropriate to the discharge of his obligations under this Agreement.

4.3.4 TJC and ACGME Compliance. Physician shall observe and comply with all applicable standards and recommendations of The Joint Commission and Accreditation Council for Graduate Medical Education.

4.4 Loss or Limitation. Physician shall notify KMC in writing as soon as possible (but in any event within three (3) business days) after any of the following events occur: (i) Physician’s license to practice medicine in the state of California lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (ii) Physician’s medical staff privileges at KMC or any other health care facility are denied, suspended, revoked, terminated, relinquished under threat of disciplinary action or made subject to terms of probation or other restriction; (iii) Physician’s Controlled Substance Registration Certificate issued by the Drug Enforcement Administration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (iv) Physician becomes debarred, excluded, or suspended, or if any other event occurs that makes Physician an Ineligible Person; (v) Physician becomes the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; or (vi) an event occurs that substantially interrupts all or a portion of Physician’s professional practice or that materially adversely affects Physician’s ability to perform Physician’s obligations hereunder.

4.5 Standards of Medical Practice. The standards of medical practice and professional duties of Physician at designated Practice Sites shall be in accordance with the KMC Medical Staff Bylaws, Rules, Regulations, and policies, the standards for physicians established by the state Department of Public Health and all other state and federal laws and regulations relating to the licensure and practice of physicians, and The Joint Commission.

4.6 Managed Care Contracting. Physician shall cooperate in all reasonable respects necessary to facilitate KMC’s entry into or maintenance of any third-party payer arrangements for the provision of services under any other public or private health and/or hospital care programs, including but not limited to insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations. To enable KMC to participate in any third-party payer arrangements, Physician shall, upon request: (i) enroll as a provider (if required by the third-party payer), separate from KMC, with any third-party payer or intermediate organization (including any independent practice association) (each, a “Managed Care Organization”) designated by KMC for the provision of professional services to patients covered by such Managed Care Organization; (ii) enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of professional services to patients covered by such Managed Care Organization; and/or (iii) enter into a written

agreement with KMC regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of professional services to patients covered by such Managed Care Organization.

4.7 Authorization to Release Information. Physician hereby authorizes Managed Care Organizations, government programs, hospitals and other third parties to release to KMC and its agents any information requested by KMC or its agents from time to time relating to Physician's professional qualifications or competency. Physician agrees to execute the Authorization to Release Information in the form set forth in Exhibit "B," attached hereto and incorporated herein by this reference, and to execute all other documents required by KMC from time to time and to otherwise fully cooperate with KMC to enable KMC and its agents to obtain such information from third parties.

4.8 Medical Records. Physician shall cause a complete medical record to be timely prepared and maintained for each patient seen by Physician. This record shall be prepared in compliance with all state and federal regulations, standards of The Joint Commission, and the KMC Medical Staff Bylaws, Rules, Regulations, and policies. Documentation by Physician shall conform to the requirements for evaluation and management (E/M) services billed by teaching physicians set forth in the Medicare Carriers Manual, Part 3, sections 15016–15018, inclusive. All patient medical records of Practice Sites, including without limitation, patient medical records generated during the Term of this Agreement, shall be the property of KMC subject to the rights of the respective patients. Upon the expiration or termination of this Agreement by either party for any reason, KMC shall retain custody and control of such patient medical records.

4.9 Physician Private Practice. Physician understands and agrees that he shall not enter into any other physician employment contract or otherwise engage in the private practice of medicine or provide professional medical services to other organizations, directly or indirectly, during the Term of this Agreement or any extensions thereof.

4.10 Proprietary Information. Physician acknowledges that during the Term of this Agreement Physician will have contacts with and develop and service KMC patients and referring sources of business of KMC. In all of Physician's activities, Physician, through the nature of his work, will have access to and will acquire confidential information related to the business and operations of KMC, including, without limiting the generality of the foregoing, patient lists and confidential information relating to processes, plans, methods of doing business and special needs of referring doctors and patients. Physician acknowledges that all such information is solely the property of KMC and constitutes proprietary and confidential information of KMC; and the disclosure thereof would cause substantial loss to the goodwill of KMC; and that disclosure to Physician is being made only because of the position of trust and confidence that Physician will occupy. Physician covenants that, except as required by law, Physician will not, at any time during the Term or any time thereafter, disclose to any person, hospital, firm, partnership, entity or organization (except when authorized in writing by KMC) any information whatsoever pertaining to the business or operations of KMC, any affiliate thereof or of any other physician employed by KMC, including without limitation, any of the kinds of information described in this paragraph.

4.11 Physician Covenants. Physician covenants that from the Commencement Date and continuing throughout the Term of this Agreement, Physician, unless otherwise permitted by the written consent of Authority shall not, on Physician's own account or as an employee, landlord, lender, trustee, associate, consultant, partner, agent, principal, contractor, owner, officer, director, investor, member or stockholder of any other person, or in any other capacity, directly or indirectly, in whole or in part: (i) engage in any activities that are in competition with KMC, including the operation of any medical practice or offering of any medical services that are similar to services offered at the Practice Sites; (ii) solicit or encourage the resignation of any employee of Authority or KMC with whom Physician had a working relationship during Physician's employment with Authority; (iii) solicit or divert patients with whom Physician had personal contact during such employment; or (iv) influence or attempt to influence any payer, provider or other person or entity to cease, reduce or alter any business relationship with Authority or KMC relating to the Practice Sites.

5. Compensation Package.

5.1 Annual Compensation. Physician shall work full time, which is a minimum of eighty (80) hours per biweekly pay period, and will be compensated with cash and other value as described below in this paragraph 5.1 ("Annual Salary").

5.1.1 Annual Salary. Authority shall pay Physician an Annual Salary of \$22,846.15 biweekly not to exceed \$594,000 annually. The Annual Salary shall be comprised of (i) a base salary for teaching and administrative services and (ii) payment for care of KMC patients. Physician understands and agrees that (i) the Annual Salary set forth in this paragraph 5.1 is calculated based on the current Medical Group Management Association Physician Compensation and Production Survey ("MGMA Survey") for specialty and (ii) Physician will maintain a median level (50th percentile) of worked relative value units ("Worked RVU") based on the current MGMA Survey and fulfill all the duties set forth in Exhibit "A" during the Term of this Agreement.

5.1.2 Biweekly Payment. Physician shall be paid biweekly on the same schedule as regular Authority employees. The exact date of said biweekly payments shall be at the sole discretion of Authority. All payments made by Authority to Physician shall be subject to all applicable federal and state taxes and withholding requirements.

5.1.3 Fair Market Value Compensation. The compensation provided under section 5.1 represents the parties' good faith determination of the reasonable fair market value compensation for the services to be provided by Physician under this Agreement.

5.2 Excess Call Coverage. Authority shall pay Physician for excess call coverage as follows: (i) Physician shall be paid a per diem rate in the amount of \$1,200, less all applicable federal and state taxes and withholding requirements, per twenty-four (24) hour day for weekend² call coverage that exceeds one (1) weekend per month; and (ii) Physician shall be paid

² For purposes of weekend call coverage, a "weekend is defined as Saturday from 7:00 a.m. to Monday at 7:00 a.m. or, in the event of a holiday, from Friday at 7:00 a.m. to Monday at 7:00 a.m. or Saturday at 7:00 a.m. to Tuesday at 7:00 a.m.

a per diem rate in the amount of \$500, less all applicable federal and state taxes and withholding requirements, for weekday³ call coverage that exceeds one in four (1:4) weekdays.

5.3 Medical Director Stipend. Authority shall pay Physician a stipend of \$1,153.84 biweekly, less all applicable federal and state taxes and withholdings, not to exceed \$30,000 annually for services as Medical Director of the Laser and Aesthetics Center. Physician understands and agrees that he must remain in the position of Medical Director of the Laser and Aesthetics Center as of each biweekly payout date in order to earn and receive the stipend payment.

5.4 Professional Fee Billing.

5.4.1 Assignment. KMC shall have the exclusive right and authority to set, bill, collect and retain all fees, including professional fees, for all direct patient care services provided by Physician during the Term of this Agreement. All professional fees generated by Physician during the Term of this Agreement, including without limitation, both cash collections and accounts receivable, capitated risk pool fees, professional retainer fees, honoraria, professional consulting and teaching fees, and fees for expert testimony (but excluding Physician's private investment and nonprofessional income), will be the sole and exclusive property of KMC, whether received by KMC or by Physician and whether received during the Term of this Agreement or anytime thereafter. Physician hereby assigns all rights to said fees and accounts to KMC and shall execute all documents required from time to time by KMC and otherwise fully cooperate with KMC to enable KMC to collect fees and accounts from patients and third-party payers.

5.4.2 Remittance of Professional Fee Charges. Physician shall remit all professional fee charges to KMC within forty-five (45) days of the date direct patient care services are provided by Physician. Any professional fee charges not remitted by Physician to KMC within forty-five (45) days of the date of such service, or any charges for which relevant documentation has not been provided, will not be credited to Physician as Worked RVU.

5.5 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$2,250,000 over the three (3) year Term of this Agreement.

6. Benefits Package.

6.1 Retirement. Physician shall continue to participate in the Kern County Hospital Authority Defined Contribution Plan for Physician Employees (the "Plan"), a qualified defined contribution pension plan, pursuant to the terms of the instrument under which the Plan has been established, as from time to time amended. Physician is not eligible to participate in any other retirement plan established by Authority for its employees, including but not limited to the Kern

³ For purposes of weekday call coverage, a "weekday" is defined as Monday through Friday or, in the event of a holiday, Tuesday through Friday.

County Employees' Retirement Association, and this Agreement does not confer upon Physician any right to claim entitlement to benefits under any such retirement plan(s).

6.2 Health Care Coverage. Physician shall continue to receive the same health benefits (medical, dental, prescription and vision coverage) as all eligible Authority employees. The employee share of cost is twenty percent (20%) of the current biweekly premium. Physician's initial hire date is the initial opportunity to enroll in the health plan. Physician must work at least forty (40) hours per biweekly pay period to be eligible for coverage.

6.3 Holidays. Physician shall be entitled to paid holidays subject to Authority policy, as amended from time to time. Physician will not be paid for banked holidays upon termination of employment.

6.4 Vacation. Physician shall retain his vacation leave credit balance, if any, as of the Commencement Date. Effective with the Commencement Date, Physician shall be entitled to vacation leave subject to Authority policy, as amended from time to time. Physician shall be paid for accrued and unused vacation leave, if any, upon termination or expiration of this Agreement calculated at Physician's current hourly rate (i.e., current Annual Salary divided by 2080 hours = hourly rate). All payments made by Authority to Physician under this paragraph will be subject to all applicable federal and state taxes and withholding requirements.

6.5 Sick Leave. Physician shall retain his sick leave credit balance, if any, as of the Commencement Date. Effective with the Commencement Date, Physician shall be entitled to sick leave subject to Authority policy, as amended from time to time. Physician will not be paid for accrued and unused sick leave upon termination of employment.

6.6 Education Leave. Physician shall receive eighty (80) hours paid education leave annually. The first eighty (80) hours will accrue on the Commencement Date. On each successive Employment Year, if any, an additional eighty (80) hours paid education leave will accrue. Education leave must be used within the year that it is accrued. Physician will not be paid for unused education leave upon termination of employment. The Department Chair must approve education leave in advance of use. Physician's participation in educational programs, services or other approved activities set forth herein shall be subordinate to Physician's obligations and duties under this Agreement.

6.7 CME Expense Reimbursement. Authority shall reimburse Physician for all approved reasonable and necessary expenditures related to continuing medical education in an amount not to exceed \$2,500 per Employment Year, payable in arrears, in accordance with Authority policy, as amended from time to time. This amount may not be accumulated or accrued and does not continue to the following Employment Year.

6.8 Flexible Spending Plan. Physician shall be eligible to participate in flexible spending plans to pay for dependent care, non-reimbursed medical expenses, and certain insurance premiums on a pre-tax basis through payroll deduction. This is a voluntary benefit that is paid by Physician if he elects to participate in the plan.

6.9 Attendance at Meetings. Physician shall be permitted to be absent from KMC during normal working days to attend professional meetings and to attend to such outside professional duties in the healthcare field as may be mutually agreed upon between Physician and the Department Chair. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and will not be considered vacation or education leave.

6.10 Unpaid Leave of Absence. Physician may take an unpaid leave of absence in accordance with Authority policies in effect at the time the leave is taken.

6.11 Social Security. Physician is exempt from payment of Social Security taxes as the Kern County Hospital Authority Defined Contribution Plan for Physician Employees is a qualified alternative to the insurance system established by the federal Social Security Act.

6.12 Deferred Compensation. Physician shall be eligible to participate in the Kern County Deferred Compensation Plan ("457 Plan") on a pre-tax basis. Physician shall make all contributions if he elects to participate in the 457 Plan.

6.13 Disability Insurance. Physician shall be eligible to purchase Long Term Disability or Short Term Disability insurance coverage through payroll deduction on a post-tax basis. This is a voluntary benefit that is paid by Physician if he elects to participate in the plan.

6.14 Employee Assistance/Wellness Programs. Physician shall be eligible to participate in any Authority-sponsored employee assistance and employee wellness programs.

6.15 Limitation on Benefits. Except as expressly stated herein, Physician shall receive no other benefits from Authority.

7. **Assignment.** Physician shall not assign or transfer this Agreement or his obligations hereunder or any part thereof. Physician shall not assign any money due or which becomes due to Physician under this Agreement without the prior written approval of Authority.

8. **Assistance in Litigation.** Upon request, Physician shall support and assist Authority as a consultant or expert witness in litigation to which Authority is a party.

9. **Authority to Incur Financial Obligation.** It is understood that Physician, in his performance of any and all duties under this Agreement, has no right, power or authority to bind Authority to any agreements or undertakings.

10. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

11. **Choice of Law/Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the state of California, with venue of any action relating to this Agreement in the County of Kern, state of California.
12. **Compliance with Law.** Physician shall observe and comply with all applicable Authority, local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.
13. **Confidentiality.** Physician shall maintain confidentiality with respect to information that he receives in the course of his employment and not use or permit the use of or disclose any such information in connection with any activity or business to any person, firm or corporation whatsoever, unless such disclosure is required in response to a validly issued subpoena or other process of law or as required by Government Code section 6250 et seq. Upon completion of the Agreement, the provisions of this paragraph shall continue to survive.
14. **Conflict of Interest.** Physician covenants that he has no interest and that he will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law (Gov. Code, § 81000 et seq.) or that would otherwise conflict in any manner or degree with the performance of his services hereunder. It is understood and agreed that if such a financial interest does exist at the inception of this Agreement, Authority may immediately terminate this Agreement by giving written notice thereof.
15. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
16. **[Reserved].**
17. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to Authority is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
18. **Indemnification.** Authority shall assume liability for and indemnify and hold Physician harmless from any and all claims, losses, expenses, costs, actions, settlements, attorneys' fees and judgments incurred by Physician or for which Physician becomes liable, arising out of or related to services rendered or which a third party alleges should have been rendered by Physician pursuant to this Agreement. Authority's obligation under this paragraph shall extend from Physician's first date of service to Authority and shall survive termination or expiration of this Agreement to include all claims that allegedly arise out of services Physician rendered on behalf of Authority; provided, however, that the provisions of this paragraph shall not apply to any services rendered at any location other than the Practice Sites without approval by the Kern County Hospital Authority Board of Governors, including, without limitation, services or activities outside KMC or beyond the scope of this Agreement, and, provided further, that

Authority shall have no duty or obligation to defend, indemnify, or hold Physician harmless for any conduct or misconduct found to be intentional, willful, grossly negligent, or criminal.

19. **Invalidity of a Portion.** Should a portion, section, paragraph, or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent state or federal agency, the balance of the Agreement shall remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe the Agreement in such a manner as will carry into force and effect the intent appearing herein.

20. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. **Non-appropriation.** Authority reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, Authority will be released from any further financial obligation to Physician, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Physician shall be given thirty (30) days' prior written notice in the event that Authority requires such an action.

22. **Nondiscrimination.** No party to this Agreement shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status or sexual orientation, ancestry, physical or mental disability, medical conditions, political affiliation, veteran's status, citizenship or marital or domestic partnership status or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

23. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of Authority. Forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Physician. Authority shall be entitled to invoke any remedy available to Authority under this Agreement or by law or in equity despite said forbearance or indulgence.

24. **Notices.** Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Physician:

Patrick G. Pieper, M.D.
28051 Hart Oak Court
Keene, California 93531

Notice to Authority:

Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, California 93306
Attn.: Chief Executive Officer

25. **Relationship.** Authority and Physician recognize that Physician is rendering specialized, professional services. The parties recognize that each is possessed of legal knowledge and skill, and that this Agreement is fully understood by the parties, and is the result of bargaining between the parties. Each party acknowledges their opportunity to fully and independently review and consider this Agreement and affirm complete understanding of the effect and operation of its terms prior to entering into the same.

26. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the state of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

27. **Sole Agreement.** This Agreement contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

28. **Termination.**

28.1 **Termination without Cause.** Either party shall have the right to terminate this Agreement, without penalty or cause, by giving not less than ninety (90) days' prior written notice to the other party.

28.2 **Immediate Termination.** Notwithstanding the foregoing, Authority may terminate this Agreement immediately by written notice to Physician upon the occurrence of any of the following events: (i) Authority determines that Physician does not have the proper credentials, experience, or skill to perform the required services under this Agreement; (ii) Authority determines the conduct of Physician in the providing of services may result in civil, criminal, or monetary penalties against Authority or KMC; (iii) Physician violates any federal or state law or regulatory rule or regulation or condition of accreditation or certification to which Authority or Practice Sites is subject; (iv) Physician engages in the commission of a material act involving moral turpitude, fraud, dishonesty, embezzlement, misappropriation or financial dishonesty against Authority or KMC; (v) the actions of Physician result in the loss or threatened loss of KMC's ability to participate in any federal or state health care program, including Medicare or Medi-Cal; (vi) Physician's license to practice medicine in the state of California lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (vii) Physician's medical staff privileges are denied, suspended, revoked, terminated, relinquished under threat of disciplinary action or made subject to terms of probation or other restriction; (viii) Physician's Controlled Substance Registration Certificate issued by the Drug Enforcement Administration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (ix) Physician becomes debarred, excluded, or suspended, or if any other event occurs that makes Physician an Ineligible Person; (x) Physician fails to make a timely disclosure pursuant to paragraph 4.4; (xi) Physician engages in conduct

that, in the sole discretion of Authority, is detrimental to patient care or to the reputation or operations of Authority and/or KMC; (xii) Physician breaches the confidentiality provisions of this Agreement; (xiii) Physician dies; (xiv) Physician fails to follow Authority's policies and procedures and other rules of conduct applicable to all employees of Authority, including without limitation, policies prohibiting sexual harassment; (xv) insubordination, flagrant tardiness, or interpersonal problems in the workplace with colleagues, patients or associates; or (xvi) Physician breaches any covenant set forth in paragraph 4.11.

29. **Effect of Termination.**

29.1 **Payment Obligations.** In the event of termination of this Agreement for any reason, Authority shall have no further obligation to pay for any services rendered or expenses incurred by Physician after the effective date of the termination, and Physician shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

29.2 **Vacate Premises.** Upon expiration or earlier termination of this Agreement, Physician shall immediately vacate KMC, removing at such time any and all personal property of Physician. KMC may remove and store, at the expense of Physician, any personal property that Physician has not so removed.

29.3 **No Interference.** Following the expiration or earlier termination of this Agreement, Physician shall not do anything or cause any person to do anything that might interfere with any efforts by Authority or KMC to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between KMC and any person who may replace Physician.

29.4 **No Hearing Rights.** Termination of this Agreement by Authority or KMC for any reason shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the KMC Medical Staff Bylaws.

30. **Liability of Authority.** The liabilities or obligations of Authority with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of Authority and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Agreement as of the day and year first written above.

PHYSICIAN

By _____
Patrick G. Pieper, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____
Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

Agreement.Pieper.123124

EXHIBIT “A”
JOB DESCRIPTION
Patrick G. Pieper, M.D.

Position Summary: Reports to Chair, Department of Surgery and Chief, Division of Otolaryngology; serves as a full-time otolaryngology, head and neck surgeon in the Department; serves as Medical Director, Laser and Aesthetics Center; provides no fewer than eighty (80) hours per biweekly pay period in teaching, administrative, and clinical activity; day-to-day activities and clinical workload will include call coverage for facial trauma and general otolaryngology; provides comprehensive and safe clinical coverage for day-to-day operations, timely completion of surgery, direct patient care, support of resident education; works collaboratively with clinic and surgery staff and hospital administration to ensure efficient workflow, adequacy of support equipment, and superior patient experience.

Essential Functions:

1. Clinical Responsibilities and Assignments.

- Coordinate with current otolaryngology faculty schedules and activities to provide service and improve efficiency for otolaryngology clinical activities
- Serve as an attending physician in the Division of Otolaryngology
- Provide service and improve efficiency for otolaryngology surgery cases
- Provide faculty service for otolaryngology and facial trauma surgery call coverage
- Supervise surgery Physician Assistant/Nurse Practitioner activity and competence
- Inpatient rounds – five (5) days per week
- Otolaryngology Clinic – minimum of two (2) days per week at any KMC location (i.e., main hospital campus, Q Street Clinic, Stockdale, Laser and Aesthetics Center, etc.)
- Laser and Aesthetics Center – minimum of one (1) day per week
- Operating Room – minimum of two (2) half days per week at any KMC location (i.e., main hospital campus or Kern Medical Surgery Center, LLC)
- Call coverage for facial trauma and general otolaryngology – weekday coverage, Monday through Thursday, one (1) in four (4) weekdays up to a maximum of 52 weekday call shifts per year; weekend coverage, one (1) in four (4) weekends up to a maximum of 13 weekends per year

2. Administrative Responsibilities.

- Assist in clinical and administrative integration efforts across KMC as appropriate for otolaryngology surgery assisting with proper program planning, surgeon recruitment and faculty development, resource allocation, analysis, communication and assessment
- Gather data through best practices and collaborate with other members of the Department to recommend services that will increase productivity, minimize duplication of services, increase workflow efficiency, and provide the highest quality of care to KMC patients
- Support the Department Chair to develop monitoring tools to measure financial, access, quality and satisfaction outcomes for plastic and hand surgery services
- Attend and actively participate in assigned Medical Staff and hospital committees

- Participate in clinical and administrative integration efforts across the hospital as appropriate for the Department ensuring proper program planning, resource allocation, analysis, communication, and assessment
- Participate in the preparation, monitoring, review, and performance of clinical activity in the Department
- Participate in the quality improvement and risk management activities, including peer review and quality control functions as assigned to services in the Department
- Provide didactic teaching and resident physician and medical student education as assigned and participate in setting goals and expectations for the surgery resident and medical student rotations
- Complete medical records in a timely fashion and work to improve the quality, accuracy, and completeness of documentation
- Work collaboratively with other clinical departments to develop a cohesive and collaborative environment across departments with a focus of enhancing access to patient care for inpatient and outpatient services
- Follow and comply with the Medical Staff Bylaws, Rules, Regulations, and policies and Authority and KMC policies and procedures

3. Teaching Responsibilities.

- Assist with didactic curriculum and teaching conference activity for otolaryngology surgery
- Assist in resident research and scholarly activity

4. Medical Director Responsibilities for Laser and Aesthetics Center (“Center”).

- Work collaboratively with hospital administration, Center management, and other medical and clinical staff at the Center to provide medical supervision
- Provide clinical oversight of the Center
- Oversee and support education and training of medical and clinical staff at the Center
- Support and oversee the development of written policies, procedures, and protocols as relates to patient care and obtain approval of such protocols as needed through appropriate hospital and medical staff committees
- Provide oversight to coordinate performance improvement activities
- Work to ensure excellent care through chart review, direct observation, and data analysis

Employment Standards:

Completion of an accredited residency program in otolaryngology; one (1) year of post-residency experience in otolaryngology and head and neck surgery desirable

AND

Possession of a current valid Physician’s and Surgeon’s Certificate issued by the state of California

AND

Certification by the by the American Board of Otolaryngology in head and neck surgery-general

Knowledge of: The principles and practices of modern medicine; current techniques, procedures, and equipment applicable to otolaryngology; principles of effective supervision and program development.

[INTENTIONALLY LEFT BLANK]

EXHIBIT "B"
AUTHORIZATION TO RELEASE INFORMATION

[TO BE ATTACHED]

AUTHORIZATION TO RELEASE INFORMATION

I, the undersigned physician, hereby authorize Kern Medical Center (“KMC”) and its duly authorized representatives to obtain information from time to time about my professional education, training, licensure, credentials competence, ethics and character from any source having such information. This information may include, without limitation, peer review information, DRG and RVU analyses, ancillary usage information and other utilization and quality related data.

I hereby release the Kern County Hospital Authority and KMC, its authorized representatives and any third parties from any liability for actions, recommendations, statements, reports, records or disclosures, including privileged and confidential information, involving me that are made, requested, taken or received by KMC or its authorized representatives to, from or by any third parties in good faith and relating to or arising from my professional conduct, character and capabilities.

I agree that this authorization to release information shall remain effective until termination of my employment by the Kern County Hospital Authority and KMC. A duplicate of this authorization may be relied upon to the same degree as the original by any third party providing information pursuant to this request.

Physician

Date



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Personal/Professional Services Agreement with Thyssenkrupp Elevator Corporation

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed new service Agreement with Thyssenkrupp Elevator Corporation, an independent contractor, to provide elevator service for all Kern Medical Center elevators 24 hours a day, 365 days per year and a maximum call time of 1 hour for emergency items from January 15, 2025 until January 14, 2030.

This Agreement went through a competitive Request for Proposal process with the major vendors of elevator service companies. Staff reviewed the proposals and evaluated for service levels, quality of service and cost and determined that Thyssenkrupp Elevator Corporation best met the needs of Kern Medical. Thyssenkrupp is the current vendor, is familiar with the hospital and most recently completed the construction of the D Wing Elevators. This proposal represents an approximate savings of \$3,500 per month while adding coverage for the new D Wing elevators.

Therefore, it is recommended that your Board approve the proposed Personal/Professional Services Agreement with Thyssenkrupp Elevator Corporation in an amount not to exceed \$662,060.19, from January 15, 2025 until January 14, 2030, to provide elevator services for all elevators at Kern Medical Center, and authorize Chairman to sign.

**KERN COUNTY HOSPITAL AUTHORITY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
SCHEDULE TO MASTER TERMS AND CONDITIONS: PPSA**

THIS SCHEDULE shall be effective on: January 15, 2025 ("Effective Date") and shall terminate no later than January 14, 2030. Kern County Hospital Authority Department: Engineering ("Responsible KCHA Department") Located at: 1700 Mt. Vernon Avenue, Bakersfield, CA 93306.

Service Provider: TK Elevator Corporation ("Consultant") Located at: 788 Circle 75 Pkwy SE, STE 500, Atlanta, GA 30339.

Consultant is (select one):
 Sole Proprietorship
 Incorporated in the State of California.
 Other (specify) _____.

Consultant shall provide those services described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

Kern County Hospital Authority ("KCHA") shall compensate Consultant for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Consultant under this Agreement, in an aggregate sum not to exceed \$662,060.19 which includes a not to exceed amount of \$132,412.04 per year of the Agreement and Consultant will quote each project and a Purchase Order will be used under this Agreement for each approved Project.

(Select one of the following two)

KCHA shall not reimburse Consultant for any costs or travel expenses incurred by Consultant hereunder.
 KCHA shall reimburse Consultant for all necessary and reasonable actual costs or travel expenses incurred on behalf of KCHA. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance by the Responsible KCHA Department, and shall not exceed the following KCHA per diems: Lodging, \$116.00 per night plus tax; breakfast, \$14.00; lunch, \$16.00; dinner, \$26.00; economy rental car, and mileage, if by private automobile, at \$.56 per mile; and by common carrier at actual fare charged for economy or coach class.

Consultant shall be required to have the following Insurance coverages, as described in the Master Terms and Conditions, in the minimum amounts indicated: (select all that apply)

Workers' Compensation: As required by California Labor Code Section 3700
 Commercial General Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) or other amounts _____ & _____.
 Automobile Liability (\$1,000,000/Occurrence) or other amounts _____ & _____.
 Professional Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) or other amounts _____ & _____.

Note: If a lesser amount is shown, the Responsible KCHA Department must obtain the prior written approval of KCHA's Risk Manager.

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Schedule shall control.

IN WITNESS WHEREOF, each party has signed this Schedule upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

KERN COUNTY HOSPITAL AUTHORITY

APPROVED AS TO CONTENT:
Responsible KCHA Department

By: _____
Chairman, Board of Governors
"KCHA"

By: _____ *Tw*
Scott Thygerson, Chief Executive Officer

Date: _____

Date: _____

TK ELEVATOR CORPORATION

APPROVED AS TO FORM:
Legal Services Department

By: Donna Sams
Name: Donna Sams Title: Contract Analyst

By: Phillip Jank
Hospital Counsel, Kern County Hospital Authority

"Consultant"
Date: 12/31/2024

Date: 12/31/24

KERN COUNTY HOSPITAL AUTHORITY
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
MASTER TERMS AND CONDITIONS
PPSA-STANDARD

THIS AGREEMENT ("Agreement") is entered into on the Effective Date shown on the attached Schedule, by and between the KERN COUNTY HOSPITAL AUTHORITY, a local unit of government, which owns and operates Kern Medical Center, as represented by the Chief Executive Officer ("KCHA"), with its principal location at 1700 Mount Vernon Avenue, Bakersfield, CA 93306, and CONSULTANT identified on the Schedule ("Consultant"). KCHA and Consultant are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. KCHA is authorized, pursuant to Section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and
- B. The KCHA Department identified on the Schedule as the Responsible KCHA Department requires those services which are specified in Exhibit A.
- C. KCHA desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.
- D. The Chief Executive Officer ("CEO") has been authorized by the Board of Governors to contract for personal/professional services in an amount not to exceed \$250,000 per year of a three (3) year agreement.

AGREEMENT

1. **Services to be Rendered.** Consultant shall provide the services and products described in Exhibit A ("Services").
2. **Compensation to Consultant.** KCHA shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to KCHA.
3. **Reimbursement Policy and Billing Requirements.** All invoices for payment shall be submitted in a form approved by KCHA based upon the payment schedule selected on Schedule, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all reimbursable expenses incurred, including travel if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible KCHA Department. Consultant shall also provide an informational copy to the CEO. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible KCHA Department.
4. **Term.** This term of this Agreement ("Term") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.
5. **Assignment.** Consultant shall not assign, transfer or encumber this Agreement without the prior written consent of the CEO. Consultant retains the right to assign payments owed to Consultant under this Agreement.
6. **Audit, Inspection and Retention of Records.** Consultant shall maintain and make available to KCHA accurate books and records relative to the Services under this Agreement. Consultant shall permit KCHA to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement, upon reasonable request in writing to Consultant, on an occurrence basis, and limited to work performed on a time and materials basis. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as KCHA.
7. **Authority to Bind KCHA.** It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind KCHA to any agreements or undertakings.
8. **Indemnification.**
 - a. **General.** Consultant shall defend, indemnify, and hold harmless KCHA and KCHA's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("KCHA Indemnified Parties") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs (including attorneys' fees of in-

house and outside counsel, expert fees, costs of staff time, and investigation costs) limited to bodily injury and property damage claims only ("Claims") and then only to the extent which result out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("Consultant Representatives") but shall in no way include for the acts, omissions or negligence of a party indemnified hereunder, or for bare allegations. This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property pursuant to this Agreement, including the property of KCHA; and any workers' compensation Claim arising from or relating to any Services. In no event shall Consultant or KCHA be liable to the other under this Agreement for indirect, special, liquidated, incidental, exemplary or consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

b. **Immigration Reform and Control Act.** Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless KCHA and KCHA Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant and Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives.

c. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against KCHA or KCHA Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or KCHA's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, KCHA shall give Consultant prompt written notice. Consultant shall defend any Claim at Consultant's sole cost and shall indemnify KCHA for any costs, including attorney's fees and damages actually incurred by KCHA, including steps KCHA may take to avoid entry of any default judgment or other waiver of KCHA's rights. KCHA shall cooperate fully with and may monitor Consultant in the defense of any claim, action or proceeding and shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by KCHA's cooperation in the defense.

d. **Remedy of Infringement Claim.** If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:

1. **Replace.** Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;
2. **Modify.** Promptly modify the Services to make them non-infringing without materially impairing KCHA's ability to use the Services as intended;
3. **Procure Rights.** Promptly procure the right of KCHA to continue using the Services; or
4. **Refund.** As a last resort, if none of these alternatives is reasonably available to Consultant, and KCHA is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to KCHA all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by KCHA if the court does not so direct.

e. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by KCHA or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by KCHA.

f. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this Section 8 shall survive.

9. **Insurance.** With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "C," attached hereto and incorporated herein by this reference

10. **Consultant Representations.** Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:

a. **Expertise and Staff.** Consultant has the expertise, support staff and facilities necessary to provide the Services; and

b. **No Adverse Interests.** Consultant does not have any actual or potential interests adverse to KCHA, nor does Consultant represent a person or firm with an interest adverse to KCHA relating to the subject of this Agreement; and

c. **Timeliness.** Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing the Services are and shall remain the property of KCHA, and shall be returned to KCHA upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. **Rights to Contracted Products.**

a. **Belong to KCHA.** For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of KCHA and may be used by KCHA in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant. Additionally, any "work product" furnished to KCHA by Consultant which Consultant reasonably deems proprietary in nature or otherwise essential to Consultant's business operations shall not be considered "works made for hire". Consultant hereby specifically reserves all rights related thereto, including but not limited to copyrights or other intellectual property rights. Any deviation from the foregoing reservation of Consultant's rights hereunder shall be evidenced only by separate written agreement of the parties, setting forth with all reasonable specificity the extent to which such reserved rights are relinquished to KCHA. Notwithstanding the foregoing, Consultant expressly acknowledges that KCHA is a public entity subject to public disclosure law. Nothing in this Agreement shall be construed to preclude KCHA from compliance with law or legal process requiring disclosure.

b. **Use by KCHA.** The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by KCHA in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.

c. **No Publication.** Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by KCHA.

d. **Delivery to KCHA.** Upon termination or expiration of this Agreement, Consultant shall immediately deliver to KCHA all KCHA-owned programs and documentation developed under this Agreement. In addition, Consultant grants to KCHA a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for KCHA purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services, unless otherwise specified in Section 12.a.

e. **Survival of Covenants.** Upon completion of this Agreement, the provisions of this Section 12 shall survive.

13. **Termination.** This Agreement may be terminated upon thirty (30) days written notice . . . ("Notice of Termination"). In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the CEO, Consultant shall submit to the Responsible KCHA Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 13, KCHA shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

14. **Choice of Law/Venue.** The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

15. **Compliance with Applicable Law.** Consultant shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or later enacted ("**Applicable Law**"), each of which is made a part of this Agreement. While on KCHA property, Consultant will also follow all applicable policies and any direction of staff.

16. **Confidentiality.** Consultant shall not, without the prior written consent of the CEO, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this Section 16 shall continue to survive.

17. **Conflict of Interest.** Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of KCHA relating to this Agreement. If it is further understood and agreed that if a financial interest does exist at the inception of this Agreement, KCHA may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.

18. **Cooperation with KCHA Compliance Obligations.** Consultant shall cooperate with the compliance program maintained by KCHA and KMC (the "**Compliance Program**") to the extent that such requirements are (i) applicable to the operation of KCHA or KMC and Consultant's provision of services under this Agreement, (ii) consistent with applicable industry standards and laws, and (iii) communicated to Consultant, so that KCHA may meet all requirements imposed by laws and any governing or advisory body

having authority to set standards governing the operation of KCHA and KMC.

19. **Disqualified Persons.** Consultant represents and warrants that no person providing goods and/or services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to KCHA), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. Consultant agrees that if any individuals providing goods and/or services under the terms of this Agreement becomes involved in a pending criminal action or proposed civil debarment, exclusion or other sanctioning action related to any federal or state healthcare program (each, an "Enforcement Action"), Consultant shall immediately notify KCHA and such individual shall be immediately removed by Consultant from any functions, provided, however, that if Consultant is directly involved in the Enforcement Action, any agreement between KCHA and Consultant shall terminate immediately.

20. **Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

21. **Health Insurance Portability and Accountability Act-HITECH.** Consultant understands that KCHA is a Covered Entity that provides medical and mental health services and that Consultant has no authorization to obtain access to any Protected Health Information ("PHI") in any form while performing services for KCHA. If, in the course of performing services, Consultant sees or hears any PHI, this PHI is to be treated as private and confidential, including the fact that a person has visited this facility(ies) or receives (or previously received) services from KCHA. The privacy and confidentiality of KCHA's patients are protected by KCHA policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate Consultant agrees to execute a business associate agreement with KCHA to supplement this Agreement if requested, to be incorporated herein as Exhibit D if so required.

22. **Liability of KCHA.** The liabilities or obligations of KCHA, with respect to its activities pursuant to this Agreement, shall be the liabilities or obligations solely of KCHA and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.

23. **Negation of Partnership.** In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of KCHA. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.

24. **Non-collusion Covenant.** Consultant represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with KCHA and (ii) it has received from KCHA no incentive or special payments and no considerations not related to the provision of the Services.

25. **Non-discrimination.** Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.

26. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of KCHA. Forbearance or indulgence by KCHA shall not constitute a waiver of the covenant or condition to be performed by Consultant. KCHA shall be entitled to invoke any remedy available to KCHA under this Agreement or by Applicable Law despite the forbearance or indulgence.

27. **Notices.** All notices under this Agreement shall be provided to the KCHA CEO at the address indicated in the opening section of this Agreement and to the Consultant and Responsible KCHA Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the CEO.

28. **Captions and Interpretation.** Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

30. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

31. **Regulatory Compliance.** In compliance with title 22, California Code of Regulations, section 70713 KMC will retain professional and administrative responsibility for services rendered under this Agreement. Consultant shall apprise Kern Medical of recommendations, plans for implementation and continuing assessment through dated and signed reports which shall be retained by Kern Medical for follow-up action and evaluation of performance.

32. **Access to Books and Records.** Until the expiration of four years after the expiration or termination of this Agreement, KCHA and Consultant shall make available, upon written request of the Secretary of the United States Secretary of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller General"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Consultant provided under this Agreement.

33. **Severability.** If any term or provision of this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.

34. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

35. **Sole Agreement.** This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations and covenants contained in this Agreement and assumed by the Parties for this location. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect. If the terms and conditions of any quote or terms, whether included herein or later agreed to by the Parties, conflicts with KCHA terms, the terms of KCHA shall control.

36. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.

37. **No Third Party Beneficiaries.** The Parties understand and agree that the enforcement of these terms and conditions and all rights of action relating to enforcement, shall be strictly reserved to KCHA and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of KCHA and Consultant that any person or entity, other than KCHA or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

38. **Gender/Plural.** References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.

39. **Recitals.** Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

40. **Exhibits.** The below exhibits attached to this Agreement are incorporated into this Agreement by reference.

Exhibit A: Services
Exhibit A-1: IRS Form W-9
Exhibit B: Fee Schedule
Exhibit C: Insurance
Exhibit D: Intentionally Omitted
Exhibit E: Additional Engineering Terms

EXHIBIT A
SERVICES

EXHIBIT A-1
IRS FORM W-9

Platinum Premier Service Agreement



Kern Medical Center

November 18, 2024

Purchaser: Kern County Hospital
Authority

Location: Kern Medical Center

Address: PO Box 3519
Bakersfield, CA 93385-3519

Address: 1700 Mount Vernon Ave
Bakersfield, CA 93306

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Geared(Traction)	D-WING #4	73144	BFN438	5	thyssenkrupp Elevator	Yes
Geared(Traction)	D-WING #5	073145	BFN439	5	thyssenkrupp Elevator	Yes
Hydraulic	HELIO-PORT ELEV	100905	ED 9183	4	Dover	Yes
Dumbwaiter(Other)	DW10	073251	121630	3	Matot	No
Geared(Traction)	G wing / frt --- wood gate	023565	230726	4	Otis	No
Geared(Traction)	A-WING PASS	022057	022057	5	GAL	No
Geared(Traction)	D-WING #3 pass	73187	BFK528	5	thyssenkrupp Elevator	Yes
Geared(Traction)	D-WING #1 pass/ service	73186	BFK526	5	thyssenkrupp Elevator	Yes
Geared(Traction)	D-WING #2	73252	BFK527	5	thyssenkrupp Elevator	Yes
Geared(Traction)	B-WING #1 pass	030383	H-5091	4	Otis	No
Geared(Traction)	C-WING #1 pass	030382	H-5122	4	Otis	No
Geared(Traction)	C -WING # 2 pass	030381	H-5123	4	Otis	No

Platinum Premier Service Agreement



Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Wire Ropes
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, we will absorb straight time and overtime premium expenses.

Testing

Equipment Testing

This agreement includes only the following tests:

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- those annual and five (5) year safety tests for your traction Units covered by this Agreement
- those annual and five (5) year safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, this Agreement includes testing to confirm the proper operation of phase I and Phase II keyswitch(es) and recording the completion of such testing as specifically required in writing by the applicable local authority having jurisdiction at the time this Agreement is executed (but does not include any changes to those requirements made by the applicable authority having jurisdiction after the Agreement is executed). At the conclusion of each calendar year Purchaser assumes responsibility for maintaining long-term storage of all such records. If TK Elevator's initial test of that feature following the full execution of this Agreement reveals that it is not operating properly, you agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering,

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lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

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With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting January 01, 2025 and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Platinum Premier Services provided pursuant to this Agreement shall be \$9,712.00 per month, inclusive of all applicable sales and use taxes.

We reserve the right to increase all charges under this Agreement not to exceed a total of 3.00% annually.

Payment

Payments are due upon receipt of each of your monthly TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or

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- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

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Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death

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that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and TK Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

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Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

**Kern County Hospital Authority
(Purchaser):**

TK Elevator Corporation Management Approval

By: N/A

By:

(Signature of Authorized Individual)

(Signature of Branch Representative)

(Print or Type Name)

Robert Preston
Branch Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

3711 W Swift Ave
Fresno, CA 93722
916-376-8700

Thank you for choosing TK Elevator. We appreciate your business.

Mayra Ruiz

Platinum Premier Service Agreement



2024-1788935, A01A-2941136, SCV3720710, November 6, 2024

Platinum Premier Service Agreement



Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
Kern Medical Center	Geared(Traction)	D-WING #4	Current Selection	
Kern Medical Center	Geared(Traction)	D-WING #5	Current Selection	
Kern Medical Center	Hydraulic	HELIO-PORT ELEV	Current Selection	
Kern Medical Center	Dumbwaiter(Other)	DW10	Current Selection	
Kern Medical Center	Geared(Traction)	G wing / frt --- wood gate	Current Selection	
Kern Medical Center	Geared(Traction)	A-WING PASS	Current Selection	
Kern Medical Center	Geared(Traction)	D-WING #3 pass	Current Selection	
Kern Medical Center	Geared(Traction)	D-WING #1 pass/ service	Current Selection	
Kern Medical Center	Geared(Traction)	D-WING #2	Current Selection	
Kern Medical Center	Geared(Traction)	B-WING #1 pass	Current Selection	
Kern Medical Center	Geared(Traction)	C-WING #1 pass	Current Selection	
Kern Medical Center	Geared(Traction)	C -WING # 2 pass	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

"Phone Monitoring" is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed

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to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

Platinum Premier Service Agreement



In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: () _____ - _____

Fire Department: () _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:	Michael Fink		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	+1 661 3262490		
Email:	michael.fink@kernmedical.com		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT B
FEE SCHEDULE

TK Elevator Corporation Term: 1/1/2025

– 12/31/2030 (5 year)

Base Monthly Cost: \$9,712.00 3% Annual Increase

1st Year: $\$9,712/12 = \$116,544.00$

2nd Year: $\$10,003.36/12 = \$120,040.32$

3rd Year: $\$10,303.46/12 = \$123,641.52$

4th Year: $\$10,612.56/12 = \$127,350.72$

5th Year: $\$10,930.94/12 = \$131,171.28$

Rent Total: \$618,747.84

Parts & Labor: 7% \$43,312.35

1 Year: $\$9,712/12 \text{ months} = \$116,544.00$

5 Years: \$131,171.28

Grand Total: \$662,060.19

EXHIBIT "C"

INSURANCE

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by KCHA. Any requirement for insurance to be maintained after completion of the work shall survive the termination or expiration of this Agreement.

KCHA reserves the right to review any and all of the required insurance policy certificates of insurance and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement. Any deviation from the insurance requirements set forth in this Agreement and modified herein shall be mutually agreed to in writing prior to becoming effective.

1. Workers' Compensation and Employers Liability Insurance:

- (a) Required if Consultant has employees. If Consultant currently has no employees, Consultant's written confirmation of such will be required before execution of this Agreement. If Consultant engages any employees during the term of this Agreement or any extensions thereof, Consultant agrees to obtain the specified Workers' Compensation and Employers Liability insurance.
- (b) Workers' Compensation insurance with statutory limits as required by the California Labor Code.
- (c) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) Waiver of Subrogation: The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of KCHA for all work performed by Consultant, its employees, agents and subcontractors.
- (e) Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance:

- (a) Commercial General Liability Insurance on a standard occurrence Acord form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- (b) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
- (c) If Consultant has no Owned automobiles, the General Liability policy shall include Non-Owned and Hired Automobile Liability in the amount of \$1,000,000 combined single limit per accident.
- (d) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 below for full Additional Insured wording.
- (e) The insurance provided to KCHA as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by KCHA.
- (f) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- (g) The policy shall cover inter-insured suits between KCHA and Consultant and include a "separation of insureds" or "severability" clause, which treats each insured separately.
- (h) Required Evidence of Insurance: (i) Copy of the additional insured endorsement or policy language granting additional insured status; and (ii) Certificate of Insurance.

3. Automobile Liability Insurance:

- (a) Minimum Limits: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (b) Insurance shall apply to all Owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions thereof.
- (c) Insurance shall include coverage for Non-Owned and Hired autos. (See requirements in section 1(c) above if there is no separate Automobile Liability coverage.)
- (d) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 for full Additional Insured wording.
- (e) Required Evidence of Insurance: Certificate of Insurance.

4. Intentionally Omitted
5. Standards for Insurance Companies: Insurers shall have an A.M. Best's rating of at least A;VII.
6. Additional Insured Wording: "Kern County Hospital Authority, its officers, officials, employees and volunteers" are to be named as Additional Insureds as per each section where noted above. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Consultant's acts, actions, omissions or neglects and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations.
7. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
 - (a) The Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of contract work.
 - (b) Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract work*.
 - (c) If coverage is canceled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of the contract work.
8. Documentation:
 - (a) The Certificate of Insurance must include the following reference: "**Agreement for Professional Services – Master Facility Plan.**"
 - (b) All required Evidence of Insurance shall be submitted prior to the commencement of work under this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with KCHA for the entire term of this Agreement and any additional periods if specified in sections 1, 2, 3 or 4 above.
 - (c) The name and address for the Certificates of Insurance and Additional Insured endorsements is: Kern County Hospital Authority, c/o Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, California 93306.
 - (d) Required Evidence of the Certificate of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least 10 days before expiration or other termination of the existing policy.
 - (e) Consultant shall provide immediate written notice if: (i) any of the required insurance policies is terminated; or (ii) the limits of any of the required policies are reduced
 - (f) Upon written request, certified copies of required insurance policies must be provided to KCHA within 30 days.
9. Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
10. Primary Coverage: For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects KCHA, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by KCHA, its officers, directors, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
11. Waiver of Subrogation: Consultant hereby grants to KCHA a waiver of any right to subrogation, which any insurer of said Consultant may acquire against KCHA by virtue of the payment of any loss under such insurance, limited to the extent any claim is caused by Consultant. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not KCHA has received a waiver of subrogation endorsement from the insurer.
12. Material Breach: If Consultant fails to maintain the insurance required by this Agreement, it shall be deemed a material breach of this Agreement. KCHA, at its sole option, may terminate this Agreement resulting from said breach. Alternatively, KCHA may purchase the required insurance. These remedies shall be in addition to any other remedies available to KCHA.

[Intentionally left blank]

EXHIBIT E
ADDITIONAL TERMS APPLICABLE TO CONSTRUCTION/ENGINEERING AGREEMENTS

The Kern County Hospital Authority (KCHA), a public agency that is a local unit of government, which owns and operates Kern Medical Center, is subject to a variety of statutes (e.g. codes) and regulations that now apply to you as a Consultant/Contractor of KCHA. This Exhibit E outlines some, but not necessarily all of the requirements that you may now be required to meet as a Consultant/Contractor of a public entity.

I. COMPLIANCE WITH LABOR STANDARDS

1. KCHA has determined that the work contemplated by this Agreement falls within the definitions of "Public Works" set forth in the California Labor Code. Contractor acknowledges that Contractor is fully aware of prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code ("Prevailing Wage Requirements") and Contractor agrees to comply with the provisions of that Article to the extent the Prevailing Wage Requirements are applicable to the work conducted under this Agreement. Contractor further agrees that to the extent applicable, Contractor shall require any subcontractor it contracts with to comply with the Prevailing Wage Requirements. Contractor also agrees to indemnify, defend (upon request of KCHA) and hold, its officers, agents and employees, harmless from all claims, costs, causes of action, attorney fees, damages or liability from the failure of Contractor or Contractor's subcontractors to comply with the Prevailing Wage Requirements.

The Department of Industrial Relations of the State of California has determined the general prevailing rate of wages for each craft, classification or type of workers needed in the execution of contracts under the jurisdiction of Kern County. The schedule of rates can be obtained from or are on file with the Engineering Department at Kern Medical Center, located at 1700 Mt. Vernon Avenue, Bakersfield, CA 93305 and is hereby incorporated herein by this reference.

II. APPRENTICESHIP PROGRAM

1. Compliance Required

Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

2. Certification of Approval

California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

3. Fund Contributions

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

4. Apprenticeship Standards

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

III. SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

1. INSURANCE

- A. In addition to the Insurance requirements in Exhibit C, Contractor, in order to protect the KCHA and its board members, officials, agents, officers, employees and volunteers against all claims and liability for death, injury, loss and damage as a result of

Contractor's actions in connection with the performance of Contractor's obligations, as required in the Contract Documents, shall secure and maintain insurance as described below. Contractor shall not perform any work under the Contract Documents until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with KCHA's authorized insurance representative, Exigis.

1) **Workers' Compensation and Employers Liability Insurance Requirement** -- In the event Contractor has employees who may perform any services pursuant to the Contract Documents, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

By signing the Agreement, Contractor makes the following certification, required by section 1861 of the Labor Code:

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work pursuant to the Contract Documents.

2) Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for property damage or bodily injury claims resulting from their operations.

3) All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to KCHA within ten Days of KCHA's request.

2. INDEMNIFICATION

- A. In addition to the Indemnification requirements in the Agreement, KCHA and each of its officers, employees, consultants and agents including, but not limited to, its Board, Project Manager and any Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- B. To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, KCHA in accordance with the Agreement and with respect to third-party claims against Contractor resulting from Contractor's acts, actions, omissions, or neglects. KCHA shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.
- 1) Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
 - 2) To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents.
 - 3) The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its negligence or willful misconduct; nor shall they apply to KCHA or other indemnified party to the extent of its negligence or willful misconduct.



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Amendment No. 2 to Professional Services Agreement No. 59522 with DFI Enterprises

Recommended Action: Approve; Authorize Chairman to sign

Summary:

The California Department of Health Care Access and Information (HCAI) requires that a certified hospital Inspector of Record be onsite to continuously monitor hospital construction projects to ensure that the work is completed in conformance with approved plans and regulations. Kern Medical has contracted with DFI Enterprises (DFI), an independent contractor, for Inspector of Record services since 2022. DFI has become familiar with the facilities and operations of Kern Medical Center and has worked to establish relationships with HCAI representatives, resulting in efficient workflow and communication throughout construction projects.

On September 19, 2022, your Board approved an initial three (3) year agreement with DFI through 2025 to act as the Inspector of Record on a number of hospital construction projects. On February 21, 2024, your Board approved Amendment No. 1 to extend the term of the agreement from September 19, 2025 to September 18, 2027 and to increase the maximum payable to cover additional IOR services provided by DFI for an increase in planned and emergent construction projects. Based upon DFI’s skillset and expertise, Kern Medical has continued to expand the number of construction projects overseen by DFI and this proposed Amendment No. 2 will increase the maximum payable from \$450,000 to \$1,450,000, an increase of \$1,000,000 and will revise the fee schedule to incorporate rates through the remaining term of the agreement.

Current budgeted and emergency construction projects for this Fiscal Year include:

ED New Pediatric Wing	New CT Machine	New Nurse Call – various locations
Emergency Sewer Line at C Wing	New Temp MRI	Air Handler Rebuilds S1; S2 and S7
D Wing Elevator	Main Fire Panel Replacement	CT Room 1576 Replace AC Unit
Nitrogen Panel Replacement	Post Partum Phase III Upgrades	OR Sonic Irrigator Replacement
Hot Room to Central Plant	Above Ground Fuel Tank	4 th Floor Open Egress
Pharmacy AC Upgrades	Demo Underground Fuel Tank	
Emergency NICU Medical Air Skid	D Wing Lobby Modifications	

Therefore, it is recommended that your Board approve the Amendment No. 2 for Professional Services with DFI Enterprises for inspection services at the hospital from January 17, 2025 through September 18, 2027, in an amount not to exceed \$1,450,000 and authorize the Chairman to sign.

**AMENDMENT NO. 2
TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
(Kern County Hospital Authority-DFI Enterprises)**

THIS AMENDMENT TO AGREEMENT, effective January 15, 2025 is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("KMC"), and DFI Enterprises ("Consultant") with its principal place of business located at 4301 Banning Street, Bakersfield, California, 93314.

WITNESSETH:

WHEREAS, KCHA and Consultant entered into a Personal/Professional Services Agreement dated September 19, 2022 (Agt. #59522) and Amendment No. 1 dated February 21, 2024 (Agt. #029-2024) ("Agreement"), for the period September 19, 2022 through September 18, 2027; and

WHEREAS, the parties to the Agreement desire to amend the Agreement as specified herein below;

NOW, THEREFORE, KCHA and Consultant do mutually agree as follows (check those applicable):

- Term.** The Agreement shall be extended from ____ to _____, unless sooner terminated as provided for in the Agreement.
- Fees** payable by KCHA under the Agreement shall increase by \$1,000,000, from \$450,000 to \$1,450,000.
- Travel Expenses** payable by KCHA under the Agreement shall increase from by \$, from \$ to \$.
- Services.** See Exhibit B, attached hereto and incorporated herein by this reference, for rates.
- Other**

Except as expressly amended herein, all provisions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement has been executed as of the date indicated above.

KERN COUNTY HOSPITAL AUTHORITY

APPROVED AS TO CONTENT:

Responsible KCHA Department

By _____
Chairman, Board of Governors
"KCHA"

By _____
Scott Thygerson, Chief Executive Officer


Date: _____

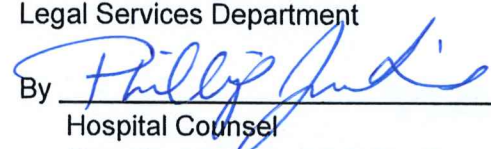
Date: _____

DFI ENTERPRISES

APPROVED AS TO FORM:

Legal Services Department

By  _____
Derek Farmer
Title:
"Consultant"

By  _____
Hospital Counsel
Kern County Hospital Authority

Date: 1/3/2025

Date: 1/3/25

EXHIBIT B



4301 Banning St.
Bakersfield, CA 93314
(559) 917-3581
derekfarmer@dfienterprises.com

Inspection Rate Sheet 2025-2027

Starting **January 2025** the following Inspector of Record (IOR, Class A) hourly rates will apply with yearly increases as follows:

	Step 1 Through 9/30/2025	Step 2 Through 9/18/2026	Step 3 Through 9/18/2027
IOR	\$119.60	\$123.19	\$126.88
IOR Overtime	\$179.40	\$184.79	\$190.32
IOR Double-Time	\$239.20	\$246.38	\$253.76

"Regular Time" is during normal working hours between 6:00 a.m. and 5:00 p.m unless otherwise agreed upon. A four-hour (4) minimum will be paid for time worked less than or equal to four (4) hours. Hours worked beyond eight (8) hours per day will be considered "Overtime" and is calculated at a rate of 1.5 times the regular hourly rate. Hours after twelve (12) consecutive hours will be paid at two (2) times the regular rate. Travel time is billed if an hour or more away from DFI Enterprises office.

*Project Management Services are excluded from the current scope. Project Management Services can be provided upon request and current market rates will apply.

Thank you for your business!

Derek E. Farmer
President & CEO | DFI Enterprises
Inspection & Project Management Services
Certification #A21113
Cell: 559-917-3581
PO Box 80743
Bakersfield, CA 93380
derekfarmer@dfienterprises.com



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Change Order No. 3 to Agreement 025-2024 with Heredia Cabling Solutions, Inc.

Recommended Action: Make a finding that the project is exempt from further CEQA review per sections 15301, 15302 and 15061(b)(3) of State CEQA Guidelines; Approve; Authorize Chairman to sign;

Summary:

Kern Medical requests your Board approve the proposed Change Order No. 3 to the Agreement with Heredia Cabling Solutions, in the amount of \$11,203 to install door sensors at 7 doors.

On February 21, 2024, your Board approved an agreement with Heredia Cabling Solutions in the amount of \$164,609 with authorization for the Chief Executive Officer to execute future change orders in an amount not to exceed 10% the total contract price, to install the new Infant Security System on the 4th Floor at the main campus.

On July 2, 2024, the Chief Executive Officer approved Change Order No. 1 in the amount of \$12,092 for the installation of additional cabling necessary to deploy monitors at the 4th Floor Nurse Stations, Security Office, and PBX.

On October 16, 2024, your Board approved Change Order No. 2 in the amount of \$4,640 which provides compensation to the contractor to install additional cabling required by Department of Health Care Access and Information (HCAI) upon plan approval.

This proposed Change Order No. 3 in the amount of \$11,203 provides door sensors at various locations on the 4th Floor to address false notifications as babies are passing near exit doors. This also provides a credit to add extended warranty to RFID hardware.

Therefore, it is recommended that your Board make a finding that the project is exempt from further CEQA review per sections 15301, 15302 and 15061(b)(3) of State CEQA Guidelines; approve the Change Order with Heredia Cabling Solutions in the amount of \$11,203 for a new total of \$192,543, and authorize Chairman to sign.

CHANGE ORDER

PROJECT:

Totguard Infant Security Install
1700 Mt. Vernon Avenue
Bakersfield, CA 93306

PROJECT NO.: 10056
CONTRACT NO.: 025-2024

CONTRACTOR:

Heredia Cabling Solutions
5907 Woodmere Drive
Bakersfield, CA 93313

CHANGE ORDER NO.: Three (3)

DATE: January 15, 2024

DESCRIPTION OF CHANGE	ADD	DEDUCT
1. Provide a credit to compensate hospital for extended warranty for Guard RFID Hardware.		(\$3,437.72)
2. Provide all labor, material and equipment to relocate ceiling mounted sensors to install them on the doors.	\$14,639.77	
CHANGE ORDER NO. 3. TOTAL (ADD)	\$11,202.05	
CHANGE ORDER NO. 2 TOTAL (ADD)	\$4,640.00	
CHANGE ORDER NO. 1 TOTAL (ADD)	\$12,091.70	
ORIGINAL CONTRACT PRICE	\$164,608.83	
NEW CONTRACT AMOUNT	\$192,542.58	

REASON FOR CHANGE

1. During the install of the RFID equipment, Heredia modified the unit hardware, requiring an extended warranty from the manufacturer.
2. To avoid excessive false alarms, the ceiling sensors will be relocated to the actual doors.

Funds are available in the contract budget to cover this increase in cost.

CONFORMANCE WITH SPECIFICATIONS:

All work shall be done in conformance with the specifications as applied to work of a similar nature.

If the contractor refuses to sign this document, the work listed herein shall be performed on a force account basis.

SUBMITTED BY:

Heredia cabling Solutions

BY:



Gabe Heredia

APPROVED AS TO CONTENT:

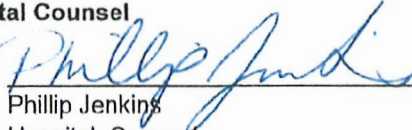
BY:

Scott Thygerson, CEO

APPROVED AS TO FORM:

Hospital Counsel

BY:



Phillip Jenkins
Hospital Counsel

BY:



Tyler Whitezell, COO

KERN COUNTY HOSPITAL AUTHORITY

BY:

Board of Governors, Chairman
"KCHA"



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed acceptance of donation of travel and related expenses from Arjo Inc. for the National Pressure Injury Advisory Panel Annual Conference

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

Arjo Inc. contracts with the Authority for the provision of patient mobility and lift equipment to enhance the quality and safety of care and patient experience. The National Pressure Injury Advisory Panel (NPIAP) is an independent not-for-profit professional organization that serves as a resource to health care professionals in the prevention and management of pressure injuries.

Arjo Inc. has offered to donate to the Authority travel and related expenses for one Authority employee to attend the NPIAP Annual Conference in Dallas, Texas, from February 26-28, 2025. This training session is necessary in connection with official Authority business.

Therefore, it is recommended that your Board adopt the attached proposed resolution to accept the travel donation from Arjo Inc. for travel and related expenses and authorize the Chief Executive Officer to designate one Authority employee to attend the NPIAP Annual Conference in Dallas, Texas, from February 26-28, 2025.

**BEFORE THE BOARD OF GOVERNORS
OF THE KERN COUNTY HOSPITAL AUTHORITY**

In the matter of:

Resolution No. 2025-____

**ACCEPTANCE OF DONATION OF TRAVEL
AND RELATED EXPENSES FROM ARJO INC.
FOR THE NATIONAL PRESSURE INJURY
ADVISORY PANEL ANNUAL CONFERENCE**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 15th day of January, 2025, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) Arjo Inc. contracts with the Authority for the provision of patient mobility and lift equipment to enhance the quality and safety of care and patient experience; and

(c) Arjo Inc. has offered to donate to the Authority travel and related expenses for one Authority employee to attend the National Pressure Injury Advisory Panel (NPIAP) Annual Conference in Dallas, Texas, from February 26-28, 2025; and

(d) The training session is necessary in connection with official Authority business; and

(f) The Authority desires to obtain the donation of travel and related expenses from Arjo Inc. to the Authority and will retain full control over the use of the donation; and

(g) There are no restrictions as to how the donation may be used.

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Governors of the Kern County Hospital Authority, as follows:

1. This Board finds the facts recited herein are true, and further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This Board hereby accepts from Arjo Inc. the donation of travel and related expenses for one Authority employee to travel to Dallas, Texas, to attend the NPIAP Annual Conference from February 26-28, 2025.

3. This Board authorizes the Chief Executive Officer to designate one Authority employee to attend the NPIAP Annual Conference from February 26-28, 2025, in Dallas, Texas.

4. The Authority Board Coordinator shall provide copies of this Resolution to the following:

Chief Financial Officer
Legal Services Department
Human Resources
Physical Therapy Department



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed acceptance of donation of travel and related expenses (conference fees only) from Liebert Cassidy Whitmore for the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

The Authority contracts with Liebert Cassidy Whitmore to provide legal advice on matters pertaining to labor relations and negotiations and other legal matters related to employment and labor law that may arise or pertain to the Authority and Kern Medical Center.

Liebert Cassidy Whitmore has offered to donate to the Authority travel and related expenses (conference fees only) for one Authority employee to attend the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference in San Diego, California, from January 30-31, 2025. This training session is necessary in connection with official Authority business.

Therefore, it is recommended that your Board adopt the attached proposed resolution to accept the travel donation from Liebert Cassidy Whitmore for travel and related expenses (conference fees only) and authorize the Chief Executive Officer to designate one Authority employee to attend the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference in San Diego, California, from January 30-31, 2025.

**BEFORE THE BOARD OF GOVERNORS
OF THE KERN COUNTY HOSPITAL AUTHORITY**

In the matter of:

Resolution No. 2025-____

**ACCEPTANCE OF DONATION OF
TRAVEL AND RELATED EXPENSES FROM
LIEBERT CASSIDY WHITMORE FOR THE
2025 LIEBERT CASSIDY WHITMORE
ANNUAL EMPLOYMENT LAW CONFERENCE**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 15th day of January, 2025, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) The Authority contracts with Liebert Cassidy Whitmore to provide legal advice on matters pertaining to labor relations and negotiations and other legal matters related to employment and labor law that may arise or pertain to the Authority and Kern Medical Center; and

(c) Liebert Cassidy Whitmore has offered to donate to the Authority travel and related expenses (conference fees only) for one Authority employee to attend the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference in San Diego, California, from January 30-31, 2025; and

(d) The training session is necessary in connection with official Authority business; and

(e) The Authority desires to obtain the donation of travel and related expenses from Liebert Cassidy Whitmore to the Authority and will retain full control over the use of the donation; and

(f) There are no restrictions as to how the donation may be used.

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Governors of the Kern County Hospital Authority, as follows:

1. This Board finds the facts recited herein are true, and further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This Board hereby accepts from Liebert Cassidy Whitmore the donation of travel and related expenses for one Authority employee to travel to San Diego, California, to attend the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference from January 30-31, 2025.

3. This Board authorizes the Chief Executive Officer to designate one Authority employee to attend the 2025 Liebert Cassidy Whitmore Annual Employment Law Conference from January 30-31, 2025, in San Diego, California.

4. The Authority Board Coordinator shall provide copies of this Resolution to the following:

Chief Financial Officer
Legal Services Department
Human Resources



December 16, 2024

To: Kern County Hospital Authority Board of Governors
County of Kern Board of Supervisors
City of Bakersfield City Council
County of Kern Office of Emergency Services
State of California Governor's Office of Emergency Services

Subject: AB 1882 Seismic Compliance Reporting

1. In accordance with Assembly Bill (AB) 1882 (Chapter 584, Statutes of 2022), the Kern County Hospital Authority, which owns and operates Kern Medical Center, provides an annual report of its seismic compliance. AB 1882 seeks to raise the awareness of a general acute care hospital's compliance with the seismic safety regulations and standards outlined in the Alfred E. Alquist Hospital Facility's Seismic Safety Act of 1983 through public notices, information available on the Department of Health Care Access and Information (HCAI) website, and annual status updates until compliance is achieved.

As defined in Section 129725 and licensed pursuant to subdivision (a) of Section 1250 of the Health & Safety Code, general acute care hospitals in California, must comply with the Structural Performance Category (SPC) and Non-structural Performance Category (NPC) regulations mandated by the HCAI.

Below is a brief description of each SPC/NPC rating:

- SPC 1 – These buildings pose significant risk of collapse and danger to the public.
- SPC 2 – These buildings do not significantly jeopardize life but may not be repairable or functional following strong ground motion.
- SPC 3 – These buildings may experience structural damage which does not significantly jeopardize life but may not be repairable or functional following strong ground motion.
- SPC 4 – These buildings are in compliance with the structural provisions but may experience structural damage which may inhibit ability to provide services to the public following strong ground motion.
- SPC 5 – These buildings are in compliance with the structural provisions and are reasonable capable of providing services to the public following strong ground motion.
- NPC 1 – These buildings contain equipment and systems not meeting the anchoring requirements.
- NPC 2 – These buildings have communications systems, emergency power supply, bulk medical gas systems, fire alarm systems and emergency lighting/equipment/signs in means of egress that are seismically strapped/anchored.

Owned and Operated by the Kern County Hospital Authority
A Designated Public Hospital

1700 Mount Vernon Avenue | Bakersfield, CA 93306 | (661) 326-2000 | KernMedical.com

- NPC 3 – These buildings meet the criteria for NPC “2” and in critical care areas where nonstructural components, equipment and fire sprinkler systems are seismically strapped/anchored.
- NPC 4 – These buildings meet the criteria for NPC “3” and all architectural, mechanical, electrical systems, components/equipment and hospital equipment meet the seismic bracing/anchoring requirements.
- NPC 5 – These buildings meet the criteria for NPC “4” and have on site supplies of water and holding tanks for sewage and liquid waste, sufficient to support 72 hours of emergency operations, are integrated into the building plumbing systems. An on-site emergency system is incorporated into the building electrical system for critical care areas. Additionally, the system shall provide for radiological services and an onsite supply fuel supply for 72 hours of acute care operations.

2. Building Status:

- a. Building 00808 (G Wing Dietary), SPC-2/NPC-2. The State of California has determined that this building does not significantly jeopardize life, but may not be repairable or functional following an earthquake. The following services are provided in this building: housekeeping/environmental services and supplies, kitchen storage, engineering, employee health, simulation lab, social services, case management, staff development.
- b. Building 00809 (Central Utility Plant), SPC-5/NPC-4. The State of California has determined that this building is at risk of not being functional to provide care to its patients or community after an earthquake. The following services are provided in this building: central utilities.
- c. Building 00804 (D Wing), SPC-4/NPC-2. The State of California has determined that this building does not significantly jeopardize life, but may not be repairable or functional following an earthquake. The following services are provided in this building: nursing and general medical, medical/surgical, clinical lab, neonatal and adult intensive care, postpartum, respiratory, intensive care.
- d. Building 00805 (E Wing), SPC-5/NPC-2. The State of California has determined that this building is at risk of not being functional to provide care to its patients or community after an earthquake. The following services are provided in this building: emergency services, radiology, surgery, anesthesia, sterile supplies, sterile processing, general storage.
- e. Building 03806 (B/C Wing South), SPC-2/NPC-2. The State of California has determined that this building does not significantly jeopardize life, but may not be repairable or functional following an earthquake. The following services are provided in this building: general medical, imaging, radiological, diagnostic imaging, general storage, obstetrics, pediatric, pharmacy, administration.
- f. Building 00806 (E Wing Infill), SPC-5/NPC-2. The State of California has determined that this building is at risk of not being functional to provide care to its patients or community after an earthquake. The following services are provided in this building: surgery, radiology, post-anesthesia care unit, patient dressing room.

- g. Building 00803 – (B/C Wing North), SPC-2/NPC-2. The State of California has determined that this building does not significantly jeopardize life, but may not be repairable or functional following an earthquake. The following services are provided in this building: behavioral health, general medical, general storage, obstetrics, pediatric/adolescent nursing, diagnostic imaging, dietetic, special procedures, nuclear medicine, outpatient services, respiratory, physical rehabilitation, staff dressing room.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Thygerson', with a long horizontal flourish extending to the right.

Scott Thygerson
Chief Executive Officer



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Master Equipment and Products Agreement with Siemens Healthcare Diagnostics for replacement chemistry equipment, service, reagent, products, and consumables

Recommended Action: Approve, Authorize Chairman to Sign

Summary:

Kern Medical recommends/requests your Board approve an agreement with Siemens Healthcare Diagnostics to replace our current chemistry analyzers with two (2) CH930, one (1) IM 1300, and (1) SH analyzers. This agreement includes 7 years of service for the afore mentioned equipment as well as integrating our existing Atellica immunoassay equipment, one (1) IM1300 and one (1) SH analyzers, into the seven (7) year service agreement. The agreement includes a \$98,000 reagent credit to cover Lab Information System (LIS) integration and construction cost associated to the implementation of the new instrumentation.

Kern Medical's two (2) current chemistry analyzers Vista 500 analyzers will reach end of life 12/31/2026. At that time Siemens will no longer support service, maintenance, parts, or repairs of the current equipment. Prior to that date Siemens will discontinue manufacturing replacement parts, consumables, and reagents. Due to the specialty nature of the equipment, replacement parts, consumables, and reagents will not be available through alternate vendors. Approving the agreement now will provide adequate time for shipping, placement, validation, implementation, testing, and integration of the new equipment.

The contract terms begin once the equipment is delivered and go live in our organization. The vendor is providing preferential terms in order to plan for end of life of the current system. In exchange for a no cost lease of the equipment, Kern Medical will commit to minimum annual purchase levels of reagent of \$748,113.58 plus applicable taxes and fees for the term of the agreement. Pricing on reagents is governed by our HPG purchasing agreement and is more advantageous than directly contracting for reagents. Current annual spend on these reagents and supplies exceeds \$1,000,000 and are currently included in the laboratory budgeted spending. At the term of the agreement, Kern Medical has the option to purchase the equipment at the then fair market value, enter into an addendum to extend the lease or return the equipment.

Therefore, it is recommended that your Board approve the Proposed Master Equipment and Products Agreement with Siemens Healthcare Diagnostics for replacement chemistry equipment, service, reagents, products and consumables in an amount not to exceed \$8,000,000 plus applicable taxes and fees over the seven (7) year term of the agreement and Authorize the Chairman to sign.



Exhibit 3.1

MASTER EQUIPMENT AND PRODUCTS AGREEMENT

(Pricing includes Equipment Acquisition, Reagents, and/or Service)

Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Address: 1700 MOUNT VERNON AVE
 City, State, Zip: BAKERSFIELD, CA, 93306

Federal ID#: _____
 Ship to Customer #: _____
 Sold to Customer #: 7265

This Master Equipment and Products Agreement for acquiring Products in combination with Lease Programs (where pricing may include other components such as Equipment and/or Service.) ("Agreement") is by and between Siemens Healthcare Diagnostics Inc. ("Siemens Healthineers" or "Vendor") and the party identified under "Legal Name" or "Customer Name" if no "Legal Name" in the heading above ("Customer" or "Participant" or "Purchaser") and is effective as of the date of the last signature of the parties contained herein ("Effective Date"). This Agreement is entered into in connection with that certain Purchasing Agreement dated May 1, 2011 by and between HealthTrust Purchasing Group, L.P. ("HealthTrust") and Vendor (HPG-1109, as amended, the "Purchasing Agreement"). The terms and provisions of the Purchasing Agreement are incorporated into this Agreement by this reference, and this Agreement is subject to and governed by the terms and provisions of the Purchasing Agreement. For purposes of this Agreement, references in the Purchasing Agreement to (i) "purchases" or "purchasing" or words of similar import shall include "obtain", "obtaining", "lease" or "leasing", or words of similar import, and (ii) "prices" or "pricing" or words of similar import shall include "lease payments", "payments" or "rents", or words of similar import, to the fullest extent possible to include the leasing of Products under the Purchasing Agreement. Customer acknowledges and agrees that the terms and conditions set forth herein between Customer and Siemens Healthineers are different than the terms and conditions set forth in the Facility Agreement attached to the Purchasing Agreement and that Customer has requested such terms and conditions from Siemens Healthineers.

1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens Healthineers and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of laboratory equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and/or purchase of Service (as defined in Section 5). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term") which in no event shall extend beyond the term of this Agreement.

2) TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect for eighty-four (84) months unless earlier terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis (but no less frequently than every 90 days) during each year of the Supplement Term, to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum test amount of the Products identified on each Supplement or, if cost-per-patient-reported (CPPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement.

4) COMMITMENT EXCEPTION. Should Siemens Healthineers not be able to supply Product(s) due to: (a) a U.S. Food and Drug Administration ("FDA") action or, (b) a voluntary recall by Siemens Healthineers, or (c) the inability of Siemens Healthineers to supply a Product due to a backorder or other reason in excess of 60 days, or (d) Siemens Healthineers inability to manufacture, sell or provide two or more Products listed on Attachment A to Customer then (i) Customer's commitment to purchase such Products will be suspended until such time as Siemens Healthineers is able to manufacture, sell and provide such affected Product(s); and (ii) the Commitment will be equitably adjusted to account for the period that Customer was consequently unable to purchase the affected Product(s). If any of (a) through (d) are not cured within 120 days, Customer may terminate in accordance with the terms of the Supplement.

5) EQUIPMENT MAINTENANCE AND SERVICE. If applicable, (a) **Equipment Maintenance.** Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens Healthineers, (ii) use the Equipment solely for Customer's business purposes and own use, and (iii) provide reasonable access to Siemens Healthineers and its agents to inspect the Equipment.

(b) **Equipment Service.** In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If **Service** is specified on a Supplement, Siemens Healthineers will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's

failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens Healthineers is not responsible for providing Service, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Siemens Healthineers is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer.

6) TRAINING. Training for any Equipment acquired under this Agreement, shall be as specified in the Supplement. The training slots shall remain available for two years from the date of the Equipment delivery.

7) SHIPPING AND INSTALLATION AND ACCEPTANCE. Product deliveries will be FOB Destination. Shipping charges are not included in the Product price and will be "prepaid" by Siemens Healthineers and added to the invoice as a separate line item that is identified as a "shipping" charge. Shipping and Handling Program provides no charge routine shipping for orders that are: 1) electronic (online or standing orders; i.e. GHX or Siemens Healthineers) and; 2) above the dollar threshold by product line [chemistry \$5,000, hemostasis \$1,000, blood gas \$1,500, urinalysis \$1,250; or \$6,000 across all product categories]. When either 1 or 2 are not met, there will be a flat \$35 charge; for a maximum of \$70 when neither requirement is met.

Siemens Healthineers will pay all applicable shipping charges for the Equipment to be delivered to the Customer installation location set forth in the Supplement (the "Premises"). Customer will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once Customer has prepared the Premises and notified Siemens Healthineers that the Premises are ready for Equipment installation, Siemens Healthineers will install the Equipment at no extra cost and will provide Customer with applicable operating manuals. Formal "Acceptance" of the Equipment shall occur prior to the time of such Equipment being used to produce a test result that may be used in connection with a patient's diagnosis but in no case more than sixty (60) days from date of delivery.

8) DELIVERY PERFORMANCE. Siemens Healthineers will deliver Consumables and Reagent Products within seven (7) days from receipt of order or the date stated in the order. Equipment (if applicable) will be delivered on the date stated in the order. If Siemens Healthineers anticipates that it will not be able to deliver any Product order to Customer within seven (7) days from receipt of order or the date stated in the order, Siemens Healthineers will immediately notify the Customer and work with the Customer to resolve such delivery issues to Customer's reasonable satisfaction. Such resolution may include acceptance of alternative delivery dates or provision of an acceptable substitute from Siemens Healthineers at the same or lower pricing as the unavailable Product. Siemens Healthineers shall be responsible for paying additional costs for any expedited shipment of Products required to meet the agreed upon delivery obligations. If Siemens Healthineers and

Customer are unable to reach resolution regarding delivery failures, Customer shall have the right to either cancel the order in whole or part, in addition to any other rights of Customer arising under the Purchasing Agreement or this Agreement. Additional remedies available to Customer for delivery failures are contained in the Purchasing Agreement.

9) INSPECTION. All Products shall be subject to inspection and approval by Customer within five (5) business days of receipt. Any Products which do not comply with Customer's purchase order, including quantities and delivery time or which are damaged in shipment may be rejected by Customer. Customer may hold any Product rejected for reasons described herein pending Siemens Healthineers' instructions which Siemens Healthineers shall provide within ten (10) business days of notification from Customer of its rejection of Product. Based on Siemens Healthineers instruction, if such Products are to be returned to Siemens Healthineers' premise, Siemens Healthineers will cover the expense, F.O.B. Origin, Freight Collect.

10) WARRANTY AND LIMITATION OF LIABILITY. Reference is made to the Purchasing Agreement.

11) RISK OF LOSS AND INSURANCE. Customer shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment to Customer's premises, except for ordinary wear and tear. Customer shall promptly notify Siemens Healthineers of any loss or damage to the Equipment. Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain adequate risk insurance on the Equipment naming Siemens Healthineers as loss payee and liability insurance naming Siemens Healthineers as an additional insured.

12) TITLE TO EQUIPMENT. Siemens Healthineers is the owner of and shall retain title to the Equipment. Customer shall not permit or allow any attachment, lien, security interest or other encumbrance to be filed against the Equipment by any individual or entity other than Siemens Healthineers or its Assignees. If any Supplement is deemed a lease for purpose of security, then as applicable law requires or permits Vendor to give public notice of Vendor's interest in Equipment subject to a lease, such public notice shall not include any claim of any security interest in such Equipment or any other collateral, and such public notice shall be limited to a statement of Vendor's interest, if any, in such Equipment, only together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired (as defined in the applicable Uniform Commercial Code). Upon complete satisfaction of the applicable Supplement then upon reasonable request of Customer, Vendor shall promptly terminate such public filing. Customer shall deliver to Siemens Healthineers such documents that Siemens Healthineers reasonably requests in order to protect Siemens Healthineers' interest in the Equipment.

13) TAXES. Customer is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Siemens Healthineers is billed directly by the taxing authority for such Taxes, Siemens Healthineers shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies

of the receipted tax bills or other evidence of payment shall be provided to Siemens Healthineers upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides Siemens Healthineers with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Siemens Healthineers, then Siemens Healthineers will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes. Reference is also made to the Purchasing Agreement.

14) PAYMENT. All invoices are due and payable within thirty (30) days of date of invoice.

15) PRICING. Pricing may be increased during the term of this Agreement in accordance with the applicable Supplement between Siemens Healthineers and Customer.

16) COMPLIANCE. On a periodic basis, but no more frequently than annually, Siemens Healthineers may review whether Customer has made sufficient purchases to meet the Commitment Amount associated with the period under review. Review Period shall be any consecutive twelve (12) month period commencing with the start date of the Supplement Term. If Customer's purchases for the Review Period are insufficient to satisfy the Commitment Amount, then such deficit will be considered a "Shortfall". In the event of a Shortfall, Siemens Healthineers shall meet and discuss the results of their findings with Customer and allow Customer to respond within seven (7) days. Both parties agree that in order for Siemens Healthineers to be compensated for the Shortfall one or more of the following remedies may be used (at Siemens Healthineers' discretion): a) adjust the volumes to reflect accurate, current purchasing trend; b) immediately implement a price increase for any and all Products for any subsequent period and/or c) invoice Customer for all or part of the Shortfall.

17) SOFTWARE. Unless otherwise provided in the Purchasing Agreement, the following terms apply:

For Equipment containing software, no title, right or interest in the software is transferred to Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens Healthineers will make the source code for such open source software available upon request from Customer in accordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software is provided in the documentation associated with the Equipment, whether resident in the Equipment itself or in other form.

18) INDEMNIFICATION. Reference is made to the Purchasing Agreement.

19) ASSIGNMENT. Neither party may assign either this Agreement or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of the other party, and such consent shall not be unreasonably withheld. Each party must provide the other party with prompt written notice of any changes in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens Healthineers may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees"), in which case Siemens Healthineers shall remain liable for the performance of its obligations hereunder.

20) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, goods or services provided by Vendor at no additional cost, coupons or other things of value which Customer may receive from Siemens Healthineers under this Agreement or any Supplement may constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer further acknowledges that the cost of Customer's use and possible service of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs. Upon reasonable request, Vendor shall provide Customer information to support Purchaser's reports of Discounts and Vendor will refrain from activity that impedes Customer from meeting its obligations to report such Discounts.

21) PAYMENT OBLIGATION. (a) Customer is required to make payments for the Equipment in accordance with the applicable Supplement even if Customer has a claim against Siemens Healthineers. (b) Customer is not entitled to reduce or set-off for any reason any amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens Healthineers against any Assignee. Customer's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. Nothing in this Section 21 shall limit, modify, affect or hinder or otherwise alter in any way any rights and remedies of Customer (or HealthTrust) under the Purchasing Agreement or this Agreement.

22) ENTIRE AGREEMENT; AMENDMENTS. This Agreement, including the Supplements and the Purchasing Agreement, sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein. Any term or condition contained in a Customer purchase order relating to Products supplied hereunder shall be null and void. If any conflict arises between the terms herein and the terms of any Supplement and/or the Purchasing Agreement, the terms shall be resolved in the following priority: (i) the Supplement; (ii) this Agreement; and then (iii) the Purchasing



Agreement. Any changes to this document shall have no legal effect without the prior written approval of the parties.

23) MISCELLANEOUS. (a) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law. (b) Customer and Siemens Healthineers will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

Notices submitted by Customer shall be remitted to Siemens Healthineers at:

Siemens Healthineers Healthcare Diagnostics, Inc.
511 Benedict Ave
Tarrytown, NY 10591
Attn: Legal Department

Notices submitted by Siemens Healthineers shall be remitted to Customer at:

Delivery dates and other contractual obligations of Siemens Healthineers may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well as by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

APPROVED AS TO FORM:
Legal Services Department

By Phillip Jenkins
Kern County Hospital Authority

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

CUSTOMER – HealthTrust Member Facility

By: _____

(Authorized Signature Authority for Facility)

Name (print): _____

Title: _____

Date: _____

By: _____

(Facility Department Director)

Name (print): _____

Title: _____

Date: _____

Siemens Healthcare Diagnostics Inc.:

By: Susan Wambua

Name (print): _____

Title: _____

Date: _____

Address: 511 Benedict Ave, Tarrytown, NY 10591

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 511 Benedict Ave, Tarrytown, NY 10591



Exhibit 3.2
SUPPLEMENT TO MASTER EQUIPMENT AND PRODUCTS AGREEMENT
FOR
COST-PER-RESULT OR COST-PER TEST
(Includes Equipment, Reagents and Service)

Legal Name:	<u>KERN COUNTY HOSPITAL AUTHORITY</u>	Federal ID#:	_____
Customer Name:	<u>KERN COUNTY HOSPITAL AUTHORITY</u>	Ship to Customer #:	_____
Address:	<u>1700 MOUNT VERNON AVE</u>	Sold to Customer #:	<u>7265</u>
City, State, Zip:	<u>BAKERSFIELD, CA, 93306</u>		
Organization:	<u>HEALTHTRUST PURCHASING GROUP</u>		

THIS SUPPLEMENT (“Supplement”) to the Master Equipment and Products Agreement (the “Agreement”) dated _____ is by and among Siemens Healthcare Diagnostics Inc. (“Siemens Healthineers”) and the party identified under “Legal Name” (or “Customer Name” if no “Legal Name”) in the heading above (“Customer”) incorporates the terms and conditions of the Agreement. Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of the last signature of the parties contained herein (“Supplement Effective Date”).

1) EQUIPMENT. Siemens Healthineers agrees to lease to Customer, for Customer’s use at the address Customer has provided above (the “Premises”), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

2) PRODUCTS. Customer agrees to purchase from Siemens Healthineers on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

3) PRODUCT ORDERING AND INVOICING AND PRICING TERMS. For Cost Per Test and Cost Per Result programs, Customer will order Products on an as needed basis and will be invoiced upon shipment of the Products.

The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens Healthineers or any Group Purchasing Agreements. Beginning twelve (12) months after the Supplement Effective Date, Siemens Healthineers reserves the right on not less than thirty (30) days’ written notice to Customer, to adjust pricing on an annual basis by the lesser of: (i) three percent (3%); or (ii) the United States Department of Labor, Consumer Price Index, All Urban Consumers.

4) COMMITMENT; AMOUNT ALLOCABLE TO EQUIPMENT AND SERVICE. The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and Training. If so, Customer acknowledges Siemens Healthineers has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens Healthineers, as the owner of the Equipment, has an interest in the pricing. If Customer chooses to participate in a Cost Per Test (“CPT”), the portion of the Commitment Amount allocable to the Equipment is \$73.00 per month. If applicable, the portion of the Commitment Amount allocable to Service is \$3,483.00 per month.

5) TERM. This Supplement is effective as of the Supplement Effective Date. The Supplement Term is eighty-four (84) beginning thirty (30) days after installation of the Equipment but in no event beyond eighty-seven (87) months from the installation of the Equipment.

6) END OF TERM PURCHASE OPTION. If Customer has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, Customer may purchase the Equipment for its fair market value (not to exceed thirty percent (30%) of the original price of the Equipment). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer shall return the Equipment to Siemens Healthineers within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions that are within reason, provided to Customer by Siemens Healthineers. If Customer does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until any party provides thirty (30) days written notice of termination.

7) TERMINATION. (a) Customer Termination for Siemens Healthineers Default. If Siemens Healthineers Defaults (as defined below) under this Agreement or this Supplement and does not cure such Default within thirty (30) days after receiving written notice of such Default, Customer may in its discretion and without further liability, terminate this Supplement. In the event of such termination, Siemens Healthineers shall be responsible for paying all costs associated with packing and picking up the Equipment and shipping it back to Siemens Healthineers.

A Default is deemed to have occurred by Siemens Healthineers if Siemens Healthineers violates any of the terms of this Agreement or this Supplement or any terms of the Purchasing Agreement applicable to these contractual obligations, and the performance (or lack of performance) thereof, between Purchaser and Vendor therein.



(b) **Siemens Healthineers Termination for Customer Default.** If Customer Defaults (as defined below) under, this Agreement or this Supplement and does not cure such Default within thirty (30) days after Customer has received written notice of such Default from Siemens Healthineers, Siemens Healthineers may in its discretion and without further liability, terminate the applicable Supplement. In the event of such termination, Customer shall be responsible for paying the termination amount. A Default is deemed to have occurred if Customer: (i) if payment is 60 days past due the invoice due date; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Siemens Healthineers' prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of the Agreement or this Supplement.

(c) **Effects of Termination.** In the event of a termination under Section 7 (b), Customer shall be obligated to pay to Siemens Healthineers as applicable, (i) the amount attributable to the Equipment as described below (such amount shall be prorated to the exact month of the effective date of such termination):

Percent of Equipment Price*	Three Year Term	Four Year Term	Five Year Term	Six Year Term	Seven Year Term
Year 1	100%	100%	100%	100%	100%
Year 2	93%	93%	93%	93%	93%
Year 3	75.3%	75.3%	75.3%	75.3%	75.3%
Year 4		55.7%	55.7%	55.7%	55.7%
Year 5			41.3%	41.3%	41.3%
Year 6				28.9%	28.9%
Year 7					19.6%

*Equipment Price shall be identified as the price listed in the Purchasing Agreement.

And (ii) all other outstanding, unpaid invoices under this Agreement. Customer will be responsible for paying the amount within thirty (30) days after receipt of invoice. Customer shall permit Siemens Healthineers or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Siemens Healthineers may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Siemens Healthineers may deem advisable, and Siemens Healthineers may be the purchaser at any such sale (if any such notice is required, Siemens Healthineers and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO LIMIT OR MODIFY ANY OF SIEMENS HEALTHINEERS' RIGHTS AND REMEDIES HEREUNDER. Termination pursuant to this Section 7 (b) does not relieve Customer of any of its obligations under the Agreement or this Supplement including, but not limited to, payment of the Termination Amount (either item (i) or (ii)) in this Section 7(c).

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

Sales Representative (Print Name) Quote #: CPQ-835566-4

(use blue ink): CUSTOMER - HEALTHTRUST MEMBER FACILITY

By: _____ By: _____
(Authorized Signature Authority for Facility) (Facility Department Director)
Name (print): _____ Name (print): _____
Title _____ Title: _____
Date: _____ Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.

By: Susan Wambua _____ By: _____
Name (print): _____ Name (print): _____
Title _____ Title: _____
Date: _____ Date: _____

Addendum No. 1
TO THE SUPPLEMENT TO MASTER EQUIPMENT AND PRODUCTS AGREEMENT
FOR
COST-PER-RESULT OR COST-PER TEST
(Includes Equipment, Reagents and Service)

Legal Name:	KERN COUNTY HOSPITAL AUTHORITY	Federal ID#:	
Customer Name:	KERN COUNTY HOSPITAL AUTHORITY	Ship to Customer #:	
Address:	1700 MOUNT VERNON AVE	Sold to Customer #:	7265
City, State, Zip	BAKERSFIELD, CA, 93306		
Organization:	HEALTHTRUST PURCHASING GROUP		

This ADDENDUM to the terms and conditions of the **SUPPLEMENT ("Supplement")** to Master Equipment and Products Agreement (the "Agreement") dated _____ is between **KERN COUNTY HOSPITAL AUTHORITY** ("Customer") and Siemens Healthcare Diagnostics Inc. ("Siemens"). Upon the parties signing this Addendum, the additional/modified terms listed below will apply.

- EQUIPMENT RETURN.** Customer agrees to return on-site equipment in conjunction with this Supplement. Such equipment is identified in the table below ("Returned Equipment"). Customer represents that there are no liens or encumbrances on the Returned Equipment. Customer agrees to allow Siemens to remove the Returned Equipment within sixty (60) days after the installation of the Equipment leased hereunder. Title to the Returned Equipment shall pass to Siemens upon installation of the new Equipment.

QTY	Description of Returned Equipment	Serial Number
1	Vista 500	DV370331
1	Vista 500	DV370330

- Upon full execution of this Supplement, the **Supplement to the Master Products Agreement** between the parties dated **2/28/2018** and associated with quote # **1-J11SD0-17** and the **Supplement to the Master Products Agreement** between the parties dated **3/31/2022** and associated with quote # **CPQ-540727-4** shall hereby be terminated in their entirety.

Except as expressly modified hereby, all other terms and conditions of the Supplement shall remain in full force and effect.

CUSTOMER-HealthTrust Member Facility:

By: _____	By: _____
(Authorized Signature Authority for Facility)	(Facility Department Director)
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

Siemens Healthcare Diagnostics Inc.:

By: <u>Susan Wambua</u>	By: _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A

Quote #: CPQ-835566-4
Approved: 12/09/2024

At Siemens discretion, the prices, terms and conditions herein are subject to expiration unless executed by Customer within 90 days of Approved date above.

Legal Name:	KERN COUNTY HOSPITAL AUTHORITY	Purchasing Group:	HEALTHTRUST PURCHASING GROUP
Customer Name:	KERN COUNTY HOSPITAL AUTHORITY	Sold to #:	7265
Product Line:	Multiple		

Product Line	Total annual minimum Commitment Amount
Atellica Chemistry	\$ 261,540.34
Atellica Immunoassay	\$ 466,144.20
Syva	\$ 20,429.04
Contract Total	\$ 748,113.58

(Remainder of page intentionally left blank.)

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Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Product Line: Atellica Chemistry

Purchasing Group: HEALTHTRUST PURCHASING GROUP
 Sold to #: 7265

Equipment Information - Atellica Chemistry

Equipment Information - Atellica Chemistry	Part #	Onsite	Quantity	Comments
Atellica CH 930 Analyzer	11067000	N	1	
Atellica CH 930 Analyzer	11067000	N	1	
ADVIA XPT EXTENSION CORD	11127431	N	3	
ADVIA XPT EXTENSION CORD	11127431	N	1	

Service	Service Level	Quantity	Start Year	# of Years	Comments
Warranty Service	APELLICA CH930 PLUS	1	1	2	Included
Extended Service	APELLICA CH930 2-7YR GUARDIAN PRGM	1	1	5	Included
Warranty Service	APELLICA CH930 PLUS	1	1	2	Included
Extended Service	APELLICA CH930 2-7YR GUARDIAN PRGM	1	1	3	Included
Extended Service	APELLICA CH930 2-7YR PLUS AGRMT	1	3	3	Included
Extended Service	APELLICA CH930 2-7YR PLUS AGRMT	1	3	1	Included
Extended Service	APELLICA CH930 2-7YR PLUS AGRMT	1	4	4	Included
Extended Service	APELLICA CH930 2-7YR GUARDIAN PRGM	1	4	4	Included
Extended Service	APELLICA CH930 2-7YR PLUS AGRMT	1	6	2	Included
Extended Service	APELLICA CH930 2-7YR GUARDIAN PRGM	1	6	2	Included

Financial Adjustments - Atellica Chemistry

Allowance(s):

Atellica Chemistry - Siemens will issue Customer an LIS reagent credit up to **\$ 10,000.00** upon receipt of the paid interface invoice(s). Customer must, where applicable, fully and accurately report any price reduction (including partial subsidization of an LIS) in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in this Supplement. Invoice must be received within two years of the Supplement Effective Date.

Atellica Chemistry - Siemens will issue Customer a Water System reagent credit up to **\$ 18,000.00** upon receipt of the paid Water System invoice. Customer must, where applicable, fully and accurately report any price reduction (including partial subsidization of a Water System) in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in this Supplement. Invoice must be received within two years of the Supplement Effective Date.

Reagent Credit:

Atellica Chemistry - Siemens will issue a reagent credit of **\$ 11,905.00** for year 1.

Atellica Chemistry - Siemens will issue a reagent credit of **\$ 8,095.00** for year 1.

Atellica Chemistry - Siemens will issue a reagent credit of **\$ 50,000.00** for year 1.

Trade-in Allowance:

Atellica Chemistry - In consideration for the Returned Equipment, Siemens has included a Trade-In Allowance which is reflected in the pricing.

Products: Reagents Pricing - Atellica Chemistry

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/tes t	Total Kits/Yr	Cost/Kit	Total Annual
Clinical Chemistry Assays							
ALP_2c - Atellica CH - RGT - 4 x 1200 Tests	11097600	4,800.00	9,600.00	\$ 0.04	2.00	\$ 204.49	\$ 408.98
ALT - Atellica CH - RGT - 3 x 850 Tests	11097605	2,550.00	43,350.00	\$ 0.06	17.00	\$ 162.95	\$ 2,770.15
AST - Atellica CH - RGT - 3 x 850 Tests	11097607	2,550.00	53,550.00	\$ 0.04	21.00	\$ 108.64	\$ 2,281.44

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Products: Reagents Pricing - Atellica Chemistry

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/TEST	Total Kits/Yr	Cost/Kit	Total Annual
Clinical Chemistry Assays							
Alb - Atellica CH - RGT - 4 x 1700 Tests	11097590	6,800.00	47,600.00	\$ 0.05	7.00	\$ 362.12	\$ 2,534.84
Amm - Atellica CH - RGT - 4 x 120 Tests	11097529	480.00	3,840.00	\$ 0.37	8.00	\$ 178.93	\$ 1,431.44
Amylase_2 - Atellica CH - RGT - 3 x 350 Tests	11097649	1,050.00	5,250.00	\$ 0.29	5.00	\$ 301.94	\$ 1,509.70
CK_L - Atellica CH - RGT - 3 x 332 Tests	11097640	996.00	4,980.00	\$ 0.27	5.00	\$ 265.20	\$ 1,326.00
CO2_c - Atellica CH - RGT - 4 x 1900 Tests	11097521	7,600.00	15,200.00	\$ 0.04	2.00	\$ 323.78	\$ 647.56
Ca - Atellica CH - RGT - 4 x 890 Tests	11097595	3,560.00	42,720.00	\$ 0.05	12.00	\$ 189.58	\$ 2,274.96
Chol_2 - Atellica CH - RGT - 4 x 2100 Tests	11097609	8,400.00	16,800.00	\$ 0.06	2.00	\$ 536.79	\$ 1,073.58
DBil_2 - Atellica CH - RGT - 4 x 448 Tests	11097532	1,792.00	28,672.00	\$ 0.06	16.00	\$ 114.52	\$ 1,832.32
ECre_3 - Atellica CH - RGT - 4 x 500 tests	11537216	2,000.00	12,000.00	\$ 0.18	6.00	\$ 362.12	\$ 2,172.72
GluO - Atellica CH - RGT - 4 x 1400 Tests	11097621	5,600.00	56,000.00	\$ 0.04	10.00	\$ 238.57	\$ 2,385.70
HDLC - Atellica CH - RGT - 4 x 448 tests	11537213	1,792.00	16,128.00	\$ 0.28	9.00	\$ 496.23	\$ 4,466.07
Inorganic Phosphorus (IP) - Atellica CH - RGT - 3 x 1700 Tests	11097611	5,100.00	40,800.00	\$ 0.05	8.00	\$ 271.59	\$ 2,172.72
Iron_3- Atellica CH - RGT - 4 x 450 tests	11537211	1,800.00	5,400.00	\$ 0.31	3.00	\$ 555.96	\$ 1,667.88
LDH L-P (LDLP) - Atellica CH - RGT - 4 x 448 Tests	11097594	1,792.00	3,584.00	\$ 0.05	2.00	\$ 95.43	\$ 190.86
Lac_3 - Atellica CH - RGT - 2 x 300 tests	11537218	600.00	13,200.00	\$ 0.29	22.00	\$ 171.33	\$ 3,769.26
Lip - Atellica CH - RGT - 4 x 320 Tests	11097606	1,280.00	11,520.00	\$ 0.28	9.00	\$ 354.45	\$ 3,190.05
Mg - Atellica CH - RGT - 3 x 400 Tests	11097612	1,200.00	55,200.00	\$ 0.29	46.00	\$ 345.08	\$ 15,873.68
Na K Cl - Atellica IMT - RGT - 4 Sensors	11099315	60,000.00	840,000.00	\$ 0.04	14.00	\$ 2,556.14	\$ 35,785.96
TBil_2 - Atellica CH - RGT - 4 x 448 Tests	11097531	1,792.00	7,168.00	\$ 0.06	4.00	\$ 114.52	\$ 458.08
TIBC - Atellica CH - RGT - 4 x 200 Tests	11097525	800.00	8,000.00	\$ 0.34	10.00	\$ 272.66	\$ 2,726.60
TP_2 - Atellica CH - RGT - 4 x 1850 tests	11537228	7,400.00	59,200.00	\$ 0.07	8.00	\$ 551.70	\$ 4,413.60
Trig 2 - Atellica CH - RGT - 4 x 500 Tests	11537222	2,000.00	14,000.00	\$ 0.27	7.00	\$ 532.53	\$ 3,727.71
UA - Atellica CH - RGT - 4 x 1200 Tests	11097608	4,800.00	33,600.00	\$ 0.06	7.00	\$ 306.74	\$ 2,147.18
UCFP - Atellica CH - RGT - 4 x 370 tests	11097543	1,480.00	7,400.00	\$ 0.04	5.00	\$ 63.05	\$ 315.25
UN_c - Atellica CH - RGT - 4 x 1560 Tests	11097593	6,240.00	6,240.00	\$ 0.04	1.00	\$ 265.84	\$ 265.84
Clinical Chemistry Assays Total Annual			1,461,002.00		268.00		\$ 103,820.13
DAU							
Acetaminophen - Atellica CH - RGT - 4 x 300 Tests	11097522	1,200.00	12,000.00	\$ 0.76	10.00	\$ 907.43	\$ 9,074.30
Amphetamine - Atellica CH - RGT - 4 x 380 Tests	11097506	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
Barbiturates - Atellica CH - RGT - 4 x 380 Tests	11097507	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
Benzodiazepine - Atellica CH - RGT - 4 x 380 Tests	11097505	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
Cannabinoids - Atellica CH - RGT - 4 x 380 Tests	11097503	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
Cocaine - Atellica CH - RGT - 4 x 380 Tests	11097504	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
ETOH - Atellica CH - RGT - 4 x 300 Tests	11097501	1,200.00	12,000.00	\$ 0.65	10.00	\$ 779.62	\$ 7,796.20
Opiates - Atellica CH - RGT - 4 x 380 Tests	11097502	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
Phencyclidine - Atellica CH - RGT - 4 x 380 Tests	11097509	1,520.00	10,640.00	\$ 0.56	7.00	\$ 858.01	\$ 6,006.07
Salicylate - Atellica CH - RGT - 4 x 300 Tests	11097523	1,200.00	3,600.00	\$ 0.76	3.00	\$ 907.43	\$ 2,722.29
DAU Total Annual			102,080.00		72.00		\$ 61,635.28
Diabetes							
A1c_Enz - Atellica CH - RGT - 2 x 300 Tests	11097536	600.00	16,800.00	\$ 2.19	28.00	\$ 1,316.41	\$ 36,859.48

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Products: Reagents Pricing - Atellica Chemistry

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
Clinical Chemistry Assays							
Protein							
IgG_2 - Atellica CH - RGT - 4 x 180 Tests	11097616	720.00	1,440.00	\$ 1.27	2.00	\$ 912.54	\$ 1,825.08
PreAlb - Atellica CH - RGT - 2 x 200 Tests	11097617	400.00	1,600.00	\$ 1.30	4.00	\$ 519.75	\$ 2,079.00
RF - Atellica CH - RGT - 2 x 180 Tests	11097618	360.00	1,800.00	\$ 1.55	5.00	\$ 559.79	\$ 2,798.95
hsCRP - Atellica CH - RGT - 2 x 370 Tests	11097633	740.00	2,960.00	\$ 2.47	4.00	\$ 1,828.49	\$ 7,313.96
μALB_2 - Atellica CH - RGT - 4 x 210 Tests	11097610	840.00	2,520.00	\$ 1.27	3.00	\$ 1,064.63	\$ 3,193.89
Protein Total Annual			10,320.00		18.00		\$ 17,210.88
TDM							
Carbamazepin - Atellica CH - RGT - 4 x 100 Tests	11097515	400.00	3,200.00	\$ 1.15	8.00	\$ 460.11	\$ 3,680.88
Digoxin - Atellica CH - RGT - 4 x 400 Tests	11097526	1,600.00	3,200.00	\$ 1.03	2.00	\$ 1,652.97	\$ 3,305.94
Gentamicin - Atellica CH - RGT - 4 x 100 Tests	11097516	400.00	4,800.00	\$ 1.33	12.00	\$ 532.53	\$ 6,390.36
Li 2 - Atellica CH - RGT - 2 x 200 Tests	11532401	400.00	4,000.00	\$ 1.04	10.00	\$ 417.50	\$ 4,175.00
Phenobarbital - Atellica CH - RGT - 4 x 100 Tests	11097514	400.00	3,600.00	\$ 1.15	9.00	\$ 460.11	\$ 4,140.99
Phenytoin - Atellica CH - RGT - 4 x 100 Tests	11097510	400.00	6,000.00	\$ 1.09	15.00	\$ 434.54	\$ 6,518.10
Valproic Acid - Atellica CH - RGT - 4 x 100 Tests	11097512	400.00	4,000.00	\$ 1.15	10.00	\$ 460.11	\$ 4,601.10
Vancomycin - Atellica CH - RGT - 4 x 100 Tests	11097511	400.00	8,000.00	\$ 1.15	20.00	\$ 460.11	\$ 9,202.20
TDM Total Annual			36,800.00		86.00		\$ 42,014.57

Products: Supplies - Atellica Chemistry

	Part #	Annual # of Kits	Total Annual
A1c_Enz - Atellica CI - CAL	11099338	3.00	Included
ALP_2 CAL - Atellica CH - CAL - 6 x 1 x 1.0 mL	11099316	2.00	Included
CHEM CAL - Atellica CH - CAL - 12 x 3 ml	11099411	12.00	Included
CHEM III CAL - Atellica CH - CAL - 2 vials x 3 levels x 2.5 ml	11099335	6.00	Included
CO2 CAL - Atellica CH - CAL - 2 x 21 ml	11099401	7.00	Included
Cleaner - Atellica CH - CONS - 2 x 1.5 L	11099303	80.00	Included
Conditioner - Atellica CH - CONS - 2 x 1.5 L	11099302	52.00	Included
DRUG CAL - Atellica CH - CAL - 2 vials x 5 levels x 3 ml	11099336	2.00	Included
DRUG II CAL - Atellica CH - CAL - 2 x 5 x 5 ml	11099405	6.00	Included
Diluent - Atellica CH - CONS - 2 x 1.5 L	11099300	100.00	Included
Diluent - Atellica CH IMT - CONS - 2 x 1.5 L	11099305	9.00	Included
Dilution Ring Segment - Atellica CH - CONS - 5 segs x 23 cuvettes	11099327	6.00	Included
EMPTY - Atellica CH - CONS - 8 packs	11538114	1.00	Included
EMPTY - Atellica CH - CONS - 8 packs	11538115	1.00	Included
ENZ 1 CAL - Atellica CH - CAL - 6 x 2.5 ml	11099317	3.00	Included
ENZ 2 CAL - Atellica CH - CAL - 6 x 1.5 ml	11099318	2.00	Included
ENZ 3 CAL - Atellica CH - CAL - 6 x 2.0 ml	11099319	2.00	Included
HDLC - Atellica CH - CAL - 3x1mL	11537240	8.00	Included
LSP CAL - Atellica CH - CAL - 6 levels x 1 ml	11099434	24.00	Included
Lamp Coolant - Atellica CH - CONS - 1 x 250 mL	11099307	6.00	Included
Reaction Ring Segment - Atellica CH - CONS - 5 segments x 17 cuvettes	11099326	16.00	Included
Rgt Probe Cleaner 1 - Atellica CH - CONS - 8 x 45 mL	11099312	34.00	Included

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Products: Supplies - Atellica Chemistry	Part #	Annual # of Kits	Total Annual
Rgt Probe Cleaner 2 - Atellica CH - CONS - 8 X 45 mL	11099313	22.00	Included
Rgt Probe Cleaner 4 - Atellica CH - CONS - 4 x 47 mL	11099309	6.00	Included
SPCL CHEM CAL - Atellica CH - CAL - 10 x 5 ml	11099438	6.00	Included
Standard A - Atellica CH IMT - CONS - 2 x 1.5 L	11099304	19.00	Included
Standard B+Salt Bridge - Atellica CH IMT - CONS - 2 x 125 ml	11099306	15.00	Included
TDM CAL - Atellica CH - CAL - 6 x 3 ml	11099439	52.00	Included
TOX CAL - Atellica CH - CAL - 6 x 3 ml	11099440	21.00	Included
UCFP CAL - Atellica CH - CAL - 2 x 5 levels x 4ml	11099339	3.00	Included
Wash - Atellica CH - CONS - 2 x 1.5L	11099301	48.00	Included
Water Bath Additive - Atellica CH - CONS - 4 x 18 mL	11099308	4.00	Included
hsCRP CAL - Atellica CH - CAL - 6 levels x 1 ml	11099412	6.00	Included
μALB_2 CAL - Atellica CH - CAL - 5 x 2 ml	11099435	6.00	Included

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Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Product Line: Atellica Immunoassay

Purchasing Group: HEALTHTRUST PURCHASING GROUP
 Sold to #: 7265

Equipment Information - Atellica Immunoassay

	Part #	Onsite	Quantity	Comments
Atellica IM 1300 Analyzer	11066001	N	1	
Atellica IM 1300 Analyzer	11066001	Y	1	

Service

Service	Service Level	Quantity	Start Year	# of Years	Comments
Warranty Service	APELLICA IM1300 PLUS	1	1	2	Included
Extended Service	APELLICA IM1300 2-7YR GUARDIAN PRGM	1	1	5	Included
Extended Service	APELLICA IM1300 2-7YR PLUS AGRMT	1	1	3	Included
Extended Service	APELLICA IM1300 2-7YR GUARDIAN PRGM	1	1	3	Included
Extended Service	APELLICA IM1300 2-7YR PLUS AGRMT	1	3	3	Included
Extended Service	APELLICA IM1300 2-7YR PLUS AGRMT	1	4	4	Included
Extended Service	APELLICA IM1300 2-7YR GUARDIAN PRGM	1	4	4	Included
Extended Service	APELLICA IM1300 2-7YR PLUS AGRMT	1	6	2	Included
Extended Service	APELLICA IM1300 2-7YR GUARDIAN PRGM	1	6	2	Included

Products: Reagents Pricing - Atellica Immunoassay

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
Anemia							
Ferritin - Atellica IM - RGT - 90 Tests	10995569	90.00	4,770.00	\$ 1.01	53.00	\$ 91.06	\$ 4,826.18
Fol - Atellica IM - RGT - 140 Tests	10995572	140.00	5,320.00	\$ 1.00	38.00	\$ 140.16	\$ 5,326.08
Vitamin B12 - Atellica IM - RGT - 100 Tests	10995714	100.00	6,400.00	\$ 1.01	64.00	\$ 101.18	\$ 6,475.52
Anemia Total Annual			16,490.00		155.00		\$ 16,627.78
Bone							
PTH - Atellica IM - RGT - 190 Tests	10995621	190.00	5,130.00	\$ 1.77	27.00	\$ 335.92	\$ 9,069.84
Vitamin D 25-OH - Atellica IM - RGT - 100 Tests	10995719	100.00	6,300.00	\$ 5.33	63.00	\$ 532.53	\$ 33,549.39
Bone Total Annual			11,430.00		90.00		\$ 42,619.23
Cancer							
Alpha-Fetoprotein - Atellica IM - RGT - 100 Tests - US only	11202257	100.00	2,700.00	\$ 2.28	27.00	\$ 227.92	\$ 6,153.84
CEA - Atellica IM - RGT - 100 Tests	10995523	100.00	5,700.00	\$ 2.58	57.00	\$ 257.74	\$ 14,691.18
PSA - Atellica IM - RGT - 100 Tests	10995662	100.00	3,200.00	\$ 2.13	32.00	\$ 213.01	\$ 6,816.32
Cancer Total Annual			11,600.00		116.00		\$ 27,661.34
Cardiac							
BNP - Atellica IM - RGT - 100 Tests	10995471	100.00	6,700.00	\$ 9.96	67.00	\$ 995.83	\$ 66,720.61
CKMB - Atellica IM - RGT - 100 Tests	10995530	100.00	2,700.00	\$ 1.05	27.00	\$ 105.44	\$ 2,846.88
Troponin I High Sensitivity - Atellica IM - RGT - 100 Tests	10997840	100.00	11,500.00	\$ 2.21	115.00	\$ 221.43	\$ 25,464.45
Cardiac Total Annual			20,900.00		209.00		\$ 95,031.94
Diabetes							
Insulin - Atellica IM - RGT - 100 Tests	10995628	100.00	3,200.00	\$ 1.50	32.00	\$ 150.17	\$ 4,805.44

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Products: Reagents Pricing - Atellica Immunoassay

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
Anemia							
Fertility							
FSH - Atellica IM - RGT - 190 Tests	10995580	190.00	4,370.00	\$ 1.02	23.00	\$ 194.27	\$ 4,468.21
LH - Atellica IM - RGT - 110 Tests	10995635	110.00	3,740.00	\$ 1.02	34.00	\$ 112.47	\$ 3,823.98
Prolactin - Atellica IM - RGT - 50 Tests	10995656	50.00	4,150.00	\$ 1.02	83.00	\$ 51.12	\$ 4,242.96
Total hCG - Atellica IM - RGT - 90 Tests	10995690	90.00	11,520.00	\$ 0.97	128.00	\$ 87.23	\$ 11,165.44
Fertility Total Annual			23,780.00		268.00		\$ 23,700.59
Hep/Aids							
CHIV (US) - Atellica IM - RGT - 100 Tests	10995459	100.00	13,400.00	\$ 4.88	134.00	\$ 487.80	\$ 65,365.20
HAV IgM Ab (aHAVM) - Atellica IM - RGT - 100 Tests	10995444	100.00	5,700.00	\$ 5.09	57.00	\$ 509.10	\$ 29,018.70
HBcT2 - Atellica IM - RGT - 100 Tests	11200739	100.00	5,900.00	\$ 3.55	59.00	\$ 354.66	\$ 20,924.94
Hep/Aids Total Annual			25,000.00		250.00		\$ 115,308.84
Infectious Disease							
Rubella IgG - Atellica IM - RGT - 100 Tests	10995670	100.00	5,300.00	\$ 1.20	53.00	\$ 120.35	\$ 6,378.55
Syphilis - Atellica IM - RGT - 200 Tests	10995675	200.00	16,800.00	\$ 2.14	84.00	\$ 428.15	\$ 35,964.60
Infectious Disease Total Annual			22,100.00		137.00		\$ 42,343.15
Inflammatory							
Procalcitonin (BRAHMS) - Atellica IM - RGT - 100 T	11202699	100.00	4,100.00	\$ 18.17	41.00	\$ 1,816.99	\$ 74,496.59
Thyroid							
FT4 - Atellica IM - RGT - 50 Tests	10995589	50.00	13,550.00	\$ 0.87	271.00	\$ 43.67	\$ 11,834.57
TSH3-UL - Atellica IM - RGT - 110 Tests	10995703	110.00	3,630.00	\$ 0.84	33.00	\$ 92.55	\$ 3,054.15
Thyroid Total Annual			17,180.00		304.00		\$ 14,888.72
other Immuno Assays							
Cortisol - Atellica IM - RGT - 50 Tests	10995538	50.00	10,700.00	\$ 0.81	214.00	\$ 40.47	\$ 8,660.58

Products: Supplies - Atellica Immunoassay

	Part #	Annual # of Kits	Total Annual
APW1 2PK - Atellica IM - CONS - 2 x 25 ml	10995458	46.00	Included
Acid - Atellica IM - CONS 2 x 1500 ml	11417929	23.00	Included
Atellica IM APW3 2PK	10998580	7.00	Included
BNP CAL 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995473	5.00	Included
BNP QC KIT - Atellica IM - CTL - 3 x 3 x 2 ml	10995475	8.00	Included
Base - Atellica IM - CONS 2 x 1500 ml	11417930	23.00	Included
CAL A 2PK - Atellica IM - CAL - 2 x 2 x 5 mL	10995500	7.00	Included
CAL B 2PK - Atellica IM - CAL - 2 x 2 x 5 mL	10995503	7.00	Included
CAL C 2PK - Atellica IM - CAL - 2 x 2 x 5 mL	10995506	7.00	Included
CAL D 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995509	7.00	Included
CAL E 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995512	14.00	Included
CAL Q 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995517	7.00	Included
CEA DIL 2PK - Atellica IM - CONS - 2 x 5 mL	10995525	7.00	Included
CHIV QC KIT - Atellica IM - CTL - 5 x 14 mL	10995528	4.00	Included

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<u>Products: Supplies - Atellica Immunoassay</u>	<u>Part #</u>	<u>Annual # of Kits</u>	<u>Total Annual</u>
CKMB CAL 2PK - Atellica IM - CAL - 2 x 2 x 2 mL	10995532	7.00	Included
CKMB DIL 2PK - Atellica IM - CONS - 2 x 5 mL	10995533	7.00	Included
Cleaner - Atellica IM - CONS - 2 x 1.5L	11098502	126.00	Included
Fol DIL 2PK - Atellica IM - CONS - 2 x 10 mL	10995574	7.00	Included
Fol DTT/REL KIT - Atellica IM - CONS - 600 Tests	10995576	28.00	Included
HBcT2 Ab - Atellica IM - CTL - QC kit	11200740	2.00	Included
Humidity Pack - AIM - CONS - 5pack	11313505	8.00	Included
Insulin CAL 2PK - Atellica IM - CAL - 2 x 2 x 1 mL	10995629	7.00	Included
Insulin DIL 2PK - Atellica IM - CONS - 2 x 10 mL	10995630	7.00	Included
Multi-Diluent 1 2PK - Atellica IM - CONS - 2 x 25 mL	10995637	14.00	Included
Multi-Diluent 11 2PK - Atellica IM - CONS - 2 x 5 ml	10995642	7.00	Included
Multi-Diluent 13 2PK - Atellica IM - CONS - 2 x 10 mL	10995643	7.00	Included
Multi-Diluent 2 2PK - Atellica IM - CONS - 2 x 10 ml	10995644	57.00	Included
Multi-Diluent 3 2PK - Atellica IM - CONS - 2 x 5 mL	10995645	7.00	Included
PCT (Brahms) QC KIT - Atellica IM - CTL - 2 x 2 x 2 ml	11202700	11.00	Included
PTH QC KIT - Atellica IM - CTL - 3 x 2 x 1 ml	10995626	9.00	Included
PW3 KIT - Atellica IM - CONS - 1 x 50 ml	10995666	4.00	Included
Rub G QC KIT - Atellica IM - CTL - 3 x 2 x 2,7 ml	10995671	3.00	Included
Syph QC KIT - Atellica IM - CTL - 2 x 2 x 7 ml	10995676	4.00	Included
T3/T4/VB12 ANC RGT 2PK - Atellica IM - CONS - 2 x 25 ml	10995682	14.00	Included
ThCG DIL 2PK - Atellica IM - CONS - 2 x 25 mL	10995691	7.00	Included
VB12 DIL 2PK - Atellica IM - CONS - 2 x 5 mL	10995716	7.00	Included
VB12 DTT/REL KIT - Atellica IM - CONS - 1 Kit	10995718	21.00	Included
VitD DIL 2PK - Atellica IM - CONS - 2 x 25 mL	10995721	7.00	Included
VitD QC KIT - Atellica IM - CTL - 2 x 3 x 2 ml	10995724	5.00	Included
Wash 1 - Atellica IM - CONS - 1 x 3000 ml	11098501	189.00	Included
aHAVM QC KIT - Atellica IM - CTL - 2 x 2 x 7 ml	10995445	2.00	Included

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Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Product Line: Atellica Solution Components

Purchasing Group: HEALTHTRUST PURCHASING GROUP
 Sold to #: 7265

<u>Equipment Information - Atellica Solution Components</u>	<u>Part #</u>	<u>Onsite</u>	<u>Quantity</u>	<u>Comments</u>
Atellica Sample Handler Prime	11069001	N	1	
Atellica Sample Handler Prime	11069001	Y	1	
UPS 208V 3KVA	11348908	N	3	
EXTENDED BATTERY FOR UPS 208V 3KVA	11348909	N	3	
2 IN BARCODE PRINTER AND RIBBON KIT	11480807	N	1	
EXTENDED BATTERY FOR UPS 208V 3KVA	11348909	N	1	
UPS 208V 3KVA	11348908	N	1	

<u>Service</u>	<u>Service Level</u>	<u>Quantity</u>	<u>Start Year</u>	<u># of Years</u>	<u>Comments</u>
Warranty Service	Atellica Solution UPS & EBM Service	1	1	2	Included
Warranty Service	APELLICA SMPL HANDLER PLUS	1	1	2	Included
Warranty Service	Atellica Solution UPS & EBM Service	1	1	2	Included
Extended Service	APELLICA SH 2-7YR GUARDIAN PRGM	1	1	5	Included
Warranty Service	Atellica Solution UPS & EBM Service	1	1	2	Included
Extended Service	APELLICA SH 2-7YR PLUS AGR	1	1	3	Included
Extended Service	Atellica Solution UPS & EBM Service	1	1	3	Included
Extended Service	APELLICA SH 2-7YR GUARDIAN PRGM	1	1	3	Included
Warranty Service	Atellica Solution UPS & EBM Service	1	1	2	Included
Extended Service	Atellica Solution UPS & EBM Service	1	1	3	Included
Extended Service	Atellica Solution UPS & EBM Service	1	3	3	Included
Extended Service	APELLICA SH 2-7YR PLUS AGR	1	3	3	Included
Extended Service	Atellica Solution UPS & EBM Service	1	3	3	Included
Extended Service	Atellica Solution UPS & EBM Service	1	3	3	Included
Extended Service	Atellica Solution UPS & EBM Service	1	3	1	Included
Extended Service	APELLICA SH 2-7YR PLUS AGR	1	4	4	Included
Extended Service	Atellica Solution UPS & EBM Service	1	4	4	Included
Extended Service	APELLICA SH 2-7YR GUARDIAN PRGM	1	4	4	Included
Extended Service	Atellica Solution UPS & EBM Service	1	4	4	Included
Extended Service	Atellica Solution UPS & EBM Service	1	4	4	Included
Extended Service	Atellica Solution UPS & EBM Service	1	6	2	Included
Extended Service	APELLICA SH 2-7YR PLUS AGR	1	6	2	Included
Extended Service	Atellica Solution UPS & EBM Service	1	6	2	Included
Extended Service	APELLICA SH 2-7YR GUARDIAN PRGM	1	6	2	Included
Extended Service	Atellica Solution UPS & EBM Service	1	6	2	Included

<u>Training</u>	<u>Total Training</u>	<u>Training Site</u>	<u>Air Paid By</u>	<u>Comments</u>
Included Atellica Solution with SH Education Plan	1	Siemens	Siemens	Included

<u>Products: Supplies - Atellica Solution Components</u>	<u>Part #</u>	<u>Annual # of Kits</u>	<u>Total Annual</u>
Atellica Supplemental Rack 55 Pos.	11069025	2.00	Included
Barcode labels - Atellica Solution Components - CONS -	11481335	6.00	Included
Printer Ribbon - Atellica Solution - 2.32" x 295'	11480802	1.00	Included
Tube Top Sample Cup 1ml - Atellica Solution Components - CONS - 1000 cups/bag	11069061	1.00	Included
Tube Top Sample Cup 2ml - Atellica Solution Components - CONS - 1000 cups/bag	11069062	1.00	Included

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Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Product Line: IT

Purchasing Group: HEALTHTRUST
 PURCHASING GROUP
 Sold to #: 7265

<u>Equipment Information - IT</u>	Part #	Onsite	Quantity	Comments
ADM S/W v1.4 INSTALL KIT	11314239	Y	1	
Centralink Automation Conversion License - ACCS	11313189	N	1	

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Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Product Line: Other Shared Supplies

Purchasing Group: HEALTHTRUST
 PURCHASING GROUP
 Sold to #: 7265

Products: Supplies - Other Shared Supplies

	Part #	Annual # of Kits	Total Annual
Cuvettes - CONS - 3000 Pieces	10309546	69.00	Included
Sample Tips - CONS - 6480 Pieces	10309547	27.00	Included

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Legal Name: KERN COUNTY HOSPITAL AUTHORITY
 Customer Name: KERN COUNTY HOSPITAL AUTHORITY
 Product Line: Syva

Purchasing Group: HEALTHTRUST PURCHASING GROUP
 Sold to #: 7265

Products: Reagents Pricing - Syva

Reagent	Part #	Test/Kit	Total Tests / Yr	Cost/Test	Total Kits/Yr	Cost/Kit	Total Annual
DAU							
Buprenorphine E2P - RGT - 28 mL	10720048	200.00	9,600.00	\$ 0.55	48.00	\$ 110.94	\$ 5,325.12
Fentanyl 2 - RGT - ARK - 28mL	11554027	260.00	10,140.00	\$ 1.49	39.00	\$ 387.28	\$ 15,103.92
DAU Total Annual			19,740.00		87.00		\$ 20,429.04

Products: Supplies - Syva

	Part #	Annual # of Kits	Total Annual
EMIT II Plus DAU L0 Calibrator - Syva - CAL - 14 ml	10445406	2.00	Included
EMIT II Plus DAU L1 Calibrator - Syva - CAL - 14 ml	10445407	2.00	Included
EMIT II Plus DAU L2 Calibrator - Syva - CAL - 14 ml	10445408	2.00	Included
EMIT II Plus DAU L3 Calibrator - Syva - CAL - 14 ml	10445409	2.00	Included
EMIT II Plus DAU L4 Calibrator - Syva - CAL - 14 ml	10445410	2.00	Included
EMIT II Plus DAU L5 Calibrator - Syva - CAL - 14 ml	10445411	2.00	Included
Emit II Plus Speciality Drug Cal/Ctrl LVL 3 - CON	10720051	2.00	Included
Emit II Plus Speciality Drug Ctl POS - CON	10718701	2.00	Included
Emit II Plus Specialty Drug Cal/Ctrl LVL 1 - CON	10720049	2.00	Included
Emit II Plus Specialty Drug Cal/Ctrl LVL 2 - CON	10720050	2.00	Included
Emit II Plus Specialty Drug Cal/Ctrl LVL 4 - CON	10720052	2.00	Included
Emit II Plus Specialty Drug Ctl NEG - CON	10718700	2.00	Included
Fentanyl ARK Cal Cutoff - SYVA - CAL - 2 x 10 ml	11354476	2.00	Included
Fentanyl ARK Cal Neg - SYVA - CAL - 2 x 10 ml	11354475	2.00	Included
Fentanyl Controls ARK - SYVA - CTL - 2x2x10ml	11354477	2.00	Included

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Supplement.

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CUSTOMER:

By: _____
Name (print): _____
Title: _____
Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: Susan Wambua
Name (print): _____
Title: _____
Date: _____

By: _____
Name (print): _____
Title: _____
Date: _____
Address: 511 Benedict Ave, Tarrytown, NY 10591

By signing this document, signor certifies that no modifications or additions have been made to the Agreement or any Supplements or Amendments thereto. Any such modifications or additions will be void.

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**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Amendment to Customer Agreement 053-2021C with Stericycle, Inc. for the addition of controlled substance waste containers (CsRx)

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed amendment with Stericycle, Inc. for the addition of controlled substance waste containers (CsRx). On September 15, 2021, your Board entered into a five (5) year Master Services Agreement with Stericycle for a variety of waste disposal services. On March 20, 2024, your Board approved an amendment to this agreement increasing the maximum payable for pharmaceutical waste disposal from \$300,000 to \$660,000 to cover expenses associated with additional locations.

The CsRx waste containers included in this Amendment have proprietary features making wasted controlled substance liquids, tablets, and vials irretrievable in compliance with DEA 21 CFR part 1317.90. This DEA standard has been adopted and is enforced by state, federal and private regulatory agencies (CMS, Board of Pharmacy, Joint Commission).

Kern Medical plans to utilize thirty-seven (37) CsRx containers strategically throughout the institution's patient care areas and medication storage rooms to comply with federal requirements and decrease the risk of diversion. This proposed Amendment will increase our monthly costs by \$2,595, for a total increase of \$49,305 for the remaining 19 months of the agreement. This increase will be covered by the existing not to exceed amount of \$660,000.

Kern Medical recommends that your Board approve the proposed Amendment with Stericycle for the one time return of unused devices, increasing the monthly costs by \$2,595 for the remainder of the term, and authorize the Chairman to sign.



We protect what matters.

AMENDMENT TO MASTER SERVICE AGREEMENT

BETWEEN KERN COUNTY HOSPITAL AUTHORITY

AND

STERICYCLE, INC.

This Amendment to the Master Service Agreement (“**Amendment**”) is dated January 15, 2025 (“**Effective Date**”), between Kern County Hospital Authority (“**Customer**”) and Stericycle, Inc. (“**Stericycle**”).

WHEREAS, Customer and Stericycle are parties to a certain Agreement with an effective date of September 1, 2021 (the “**Agreement**”), wherein Stericycle provides Pharmaceutical Waste Disposal Services to Customer as more specifically set forth in the Agreement; and

WHEREAS, Customer and Stericycle are both desirous of amending such Agreement in the manner which is more fully set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration Customer and Stericycle hereby agree to amend the Agreement as follows:

1. The parties agree to make the following changes to the Agreement referenced above:
 - a. To add the following Controlled Substance Disposal Description of Services to the Terms and Conditions.
 - **Controlled Substance Waste Services.** Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. “Controlled Substances” means those drugs, substances and certain chemicals used to make drugs which are scheduled, listed and/or described by (i) the Drug Enforcement Agency of the United States Department of Justice (see, www.dea.gov) and/or (ii) any other applicable federal or state laws, rules and regulations. “Controlled Substance Waste” means Controlled Substances that have been rendered unavailable and unusable for all practical purposes. Controlled Substance Waste does not include any hazardous or radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood or other material not falling within the definition of Controlled Substance Waste to the extent such regulations specify Controlled Substance Waste “Non-Conforming Waste.” Stericycle, Inc. shall collect, transport, treat and dispose of all Controlled Substance Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement at the service locations listed on Exhibit A hereto. The services hereunder are described in more detail in Exhibit A hereto. Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as defined above and identified in the Waste Acceptance Policy (“WAP”), which is attached hereto as Exhibit B. Customer shall place only Controlled Substance Waste into the containers provided. Customer warrants that the waste presented for disposal will contain only Controlled Substance Waste and shall be liable for any injury, loss or damage resulting from Non-Conforming Waste. Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle’s Waste Acceptance Policy may also be obtained from your local Stericycle representative. Title to Controlled Substance Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to the Controlled Substance Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer’s instructions or arrangements.
 - b. To add the Controlled Substance Full Service Scope of Work to Exhibit A
 - c. To add the Controlled Substance Disposal Pricing to Exhibit B.
 - d. To add the Controlled Substance Disposal Service Locations to Exhibit D.
 - e. To add the Controlled Substance Disposal Waste Acceptance Policy to Exhibit E.

2. All terms and provisions of the Agreement, except as modified and amended hereby, shall remain in full force and effect.
3. All terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement, as amended.

IN WITNESS WHEREOF, this Amendment has been duly executed by the day, month and year written below.

KERN COUNTY HOSPITAL AUTHORITY

Signature: _____
Name: _____
Title: _____
Date: _____

STERICYCLE, INC.

Signature: _____
Name: Kristi Haider
Title: Regional Director of Sales
Date: 1/2/2025

DocuSigned by:
Kristi Haider
018A7476416D4C0...

APPROVED AS TO FORM:
Legal Services Department

By *Phillip Jenkins*
Kern County Hospital Authority

Exhibit A

Controlled Substance Full Service Scope of Work

Ordering and Installation:

- Customer will assist Stericycle in determining how many container locations will be required so that lockable brackets can be ordered. If applicable, non-acute care or self-service locations will perform a self-assessment.
- An initial order will be placed by Stericycle on behalf of the customer.
- Stericycle will perform a one-time bracket installation. If applicable, non-acute care or self-service locations will be provided brackets and hardware for self-installation.
- Customer will identify a hospital employee(s) in Material Management, EVS, or Pharmacy who, on scheduled service days, will assist the Stericycle Service Technician as witness for the water activation of the denaturant and sign the Controlled Substance Waste verification form. Any unused CsRx containers will be returned at this time.

Training:

- Stericycle will provide implementation training.

Initial Set-Up and Storage:

- Customer is responsible for the security and management of the CsRx containers onsite at the facility.
- Customer will identify a secure area, separate from other pharmaceutical waste and shipping boxes, to store spare CsRx containers.
- Customer will identify a secure area to store shipping boxes (if applicable) and full CsRx containers.

Service Process:

- For full-service hospital locations, a Stericycle Service Technician will observe CsRx containers frequently and monitor fill levels.
 - On scheduled service days, a Stericycle Service Technician will identify CsRx containers that need to be exchanged and write the locations on a witness verification form. The Materials Management, EVS, or Pharmacy authorized employee will witness the Stericycle Service Technician adding water to the bottom fill line. Customer will sign the verification form document outlining how many containers required service, where they are located and verify that water has been added to activate denaturant.
 - The Stericycle Service Technician will proceed to the locations needing CsRx container replacement and add a solidifier to the full container before removing from bracket. The full container will then be swapped out for the new container and the bracket will be locked.
- For non-acute care and self-service locations, a Customer employee will prepare the CsRx container for disposal per Stericycle training.
 - Stericycle will automatically ship replacement containers on a preset schedule.
 - Upon receipt of replacement containers, Customer will exchange all containers, regardless of fill level, with a new CsRx container.

Segregation & Preparation of Hazardous and Non-Hazardous Controlled Substance waste:

- For non-hazardous Controlled Substance waste, each container will be packaged into a box labeled with the preprinted shipping address label or if prohibited, the non-RCRA Controlled Substance waste will be 'over-classified' and collected and managed as RCRA Hazardous waste
 - A Customer employee will ship full prepackaged CsRx boxes via small parcel shipment.
- For hazardous Controlled Substance waste, a Stericycle Service Technician or Customer employee will package it in the appropriate hazardous waste pharmaceutical container for final disposal.

Completion:

- At the end of service, the Stericycle Service Technician will hand off the witness verification form to the pharmacy department.
- Customer would be responsible for changing any containers that fill in-between scheduled visits.

Exhibit B – Pricing

Controlled Substance Disposal Pricing

Full Service Hospital Pricing Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
Controlled Substance Waste	\$2,595.000	Per Month
Fuel/Energy Surcharge	Energy Charge Table	% of Invoice
Service Cost Recovery Fee	4.75%	% of Invoice

The CsRx Flat Monthly Fee covers the total quantity of containers listed on the Service Locations page of this Agreement. Additional container locations or volumes added to the Customer’s premises will result in increased monthly Service Fees of \$46.00 for each 1.4 quart container, \$73.60 for each 1 gallon container and \$125.35 for each 3 gallon container. The additional container location fee will be added into the flat monthly fee via an amendment

Exhibit D - Service Locations

Controlled Substance Disposal Location Listing

Sold To	Ship To	Pricing Structure	Service Name	Address	Frequency	EPA No.	Container Counts
1000892715	New	Hospital/Full Service	Kern County Hospital Authority	1830 Flower St., Bakersfield, CA 933054144	On Call	CAD982020315	36 - 1 Gallon 1 – 3 Gallon



CsRx Program Waste Acceptance Policy

INTRODUCTION

Stericycle requires compliance with all applicable regulations regarding the collection, transportation and treatment of pharmaceutical waste. The purpose of this policy is to summarize the minimum requirements for preparing your controlled substance wastage for collection, transportation and disposal through Stericycle's CsRx® program.

DEFINITIONS

Controlled Substance Waste: Stericycle accepts controlled substance waste from an institutional practitioner generated after the controlled substance has been administered to a patient on behalf of a registrant at the registrant's location; this material is also known as controlled substance wastage.

Non-RCRA (Non-Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampoule or solid controlled substance waste such as patches, pills, tablets or capsules. Wastes must be characterized and certified as non-hazardous (i.e. is not specifically listed or does not exhibit hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations) by the generator.

RCRA (Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampule or solid controlled substance waste such as patches, pills, tablets or capsules. These wastes are hazardous waste due to being listed and/or exhibiting hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations. All hazardous controlled substance waste must be managed & disposed of as hazardous waste pharmaceuticals.

DISPOSAL PROCEDURES

Disposal of Non-Hazardous Controlled Substance Waste: In most states, non-hazardous controlled substance waste may be sent through the Commercial Common Carrier for disposal.

In the following states, this material cannot be shipped via a common carrier and/or managed as non-hazardous controlled substance waste: Delaware, Illinois, Louisiana, Maine, Minnesota, North Dakota, New Hampshire, New Jersey, New Mexico, Rhode Island, and Washington. Follow instructions in next section, "Disposal of Hazardous Controlled Substance Waste" for management of non-hazardous controlled substance waste in these states.

Disposal of Hazardous Controlled Substance Waste: This material is prohibited from shipping via common carrier and requires a hazardous waste transporter and hazardous waste manifest for pickup and disposal. Non-hazardous controlled substance waste may also be collected with hazardous controlled substance waste; this type of program is referred to as "over-classification". All containers must be labeled as hazardous waste in both satellite accumulation areas (SAA) and central accumulation areas (CAA). The CsRx container must be disposed onsite with other hazardous waste pharmaceuticals.

PROHIBITED WASTE

The following wastes are prohibited from being disposed in a CsRx container. In the event of such an occurrence, additional charges may apply to the customer and/or customer may be asked to pick up their waste from the Stericycle facility. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

- **Controlled Substances** that are still part of registrant inventory

- **Controlled Substances** from ultimate users* (take-back program waste)
- **Controlled Substances** that are a Schedule I substance (i.e. Illicit drugs and contraband found on patients)
- **Chemical Wastes (Hazardous and Non-hazardous)** Examples include but are not limited to acids, bases, alcohols, waste oil, solvents, reagents, fixers, developers, cleaning agents, and heavy metals.
- **Regulated Medical Waste:** Including sharps waste as defined by DOT, OSHA and/or State regulations
- **Radioactive Waste**

MANAGEMENT OF NON-HAZARDOUS CONTROLLED SUBSTANCE WASTE CONTAINERS DAMAGED IN SHIPMENT

As required by regulation and by company policy, Commercial Common Carrier services reserve the right and may refuse transport of any containers that appear to be damaged, leaking, or improperly packaged as these containers could create a risk of exposure to employees or the public.

Any damaged packages identified in route to or at a Commercial Common Carrier location may be returned to the generator for proper packaging or disposal.

Stericycle or customer may be required to pick-up damaged packages from a Commercial Common Carrier facility or a Stericycle facility.

In the event of such an occurrence additional charges may apply to the customer. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

**An ultimate user is defined by the Controlled Substances Act as a "person who has lawfully obtained, and who possesses, a controlled substance for his own use or for the use of a member of his household or for an animal owned by him or by a member of his household." 21 U.S.C. 802(27).*



We protect what matters.

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**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Affiliation Agreement with Idaho State University for the clinical training of Physician Assistant students

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed affiliation agreement with Idaho State University for the clinical training of a Bakersfield-based Physician Assistant student.

The University's liability is governed by the Idaho Tort Claims Act for indemnification and insurance. Unfortunately, Kern Medical's legal counsel was unable to approve the limits set forth by this Act, which includes a cap at \$500,000 regardless of the number of persons injured or the number of claimants.

Schooling to become a physician assistant can be a significant financial hardship for many students; therefore, it is ideal for them to choose a convenient and economical location to complete their clinical rotations. The physician assistant student Mr. Benjamin McEnulty has expressed a desire to return to his hometown of Bakersfield to serve the population he grew up with and to settle in the area after graduation. To support his goal, Mr. McEnulty is requesting to complete four of his clinical rotations at Kern Medical. He is already familiar with Kern Medical, having previously served as a Lead Research Assistant in the Emergency Research Assistant Program from September 2008 to June 2009.

- Student Schedule 2025
 - February 10, 2025 – March 14, 2025 Internal Medicine
 - March 24, 2025 – April 25, 2025 Psychiatry
 - May 12, 2025 – June 13, 2025 OB/GYN
 - June 23, 2025 – July 25, 2025 General Surgery

With the difficulty in recruiting and maintaining health practitioners in the central valley, Kern Medical strives to find alternate avenues to attract health practitioners to this area and education and training is a proven method of retaining health practitioners in the central valley.

Therefore, even with the non-standard terms and conditions. it is recommended that your Board approve the proposed Affiliation Agreement with Idaho State University, from February 1, 2025 through July 31, 2025 and authorize the Chairman to sign.

**AFFILIATION AGREEMENT
for Clinical Training
(Kern County Hospital Authority – Idaho State University)**

This AFFILIATION AGREEMENT (hereinafter “Agreement”) is made and entered into this 15th day of January, 2025, by and between the Kern County Hospital Authority, a local unit of government ("KCHA") which owns and operates Kern Medical Center (“KMC) and Idaho State University, (“University”), with its principal place of business located at 921 South 8th Avenue, Pocatello, Idaho 83209.

RECITALS

- (a) KCHA owns and operates KMC, a general acute care hospital located at 1700 Mount Vernon Avenue, Bakersfield, California 93306; and
- (b) University has established an approved professional program of training and education of Physician Assistant students (the “Program”) which Program requires clinical facilities wherein students enrolled in the Program can obtain the clinical learning experience needed in the curricula for those studies; and
- (c) KMC has facilities that are available for training of Program students and is in agreement with the educational objectives of such training; and
- (d) KCHA and University wish to establish an affiliation between KCHA and KMC for on-the-job training of Program students (hereinafter “Students”) at KMC; and
- (e) It is to the mutual benefit of the parties hereto that KMC accept Students for on-the-job training in such numbers and at such times as may be mutually agreed between KMC and University;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and incorporating by this reference the foregoing recitals, the parties hereto agree as follows:

1. **Term.** The term of this Agreement will commence on February 1, 2025 and shall terminate on July 31, 2025. Either party may sooner terminate this Agreement at any time upon giving written notice to the other party not less than thirty (30) days in advance of the termination, such notice to be given in the manner specified in section 9. In the event of such notice, the provisions of this Agreement will continue until the effective date of such termination.
2. **Obligations of University.**
 - 2.1 Appoint a staff member who will, in conjunction with KMC, supervise instruction, as well as learning and clinical experiences at KMC.
 - 2.2 Ensure compliance with accreditation standards established by the State of California.
 - 2.3 Establish and maintain on-going communication with KMC on items pertinent to the Program.
 - 2.4 Provide KMC with a schedule of student assignments, including the name of the student, level

of academic preparation, and dates for each clinical experience that is mutually agreed upon.

2.5 Refer to KMC only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.6 Health, Drug and Criminal Background Check Requirements. University shall, at no cost to KCHA or KMC, ensure that each assigned student complies with the Kern Medical – Current OnBoarding Compliance requirements set forth in Exhibit “A,” attached hereto and incorporated herein by this reference and receives basic information regarding the Occupational Exposure to Bloodborne Pathogens regulations (“Regulations”) issued by the Department of Labor (29 C.F.R. 1910.1030) prior to a student being assigned to KMC. University agrees to maintain records evidencing compliance with the Regulations. KMC shall contact University to request current information in order to validate the presence of documentation, to meet regulatory requests, or anytime a student is not in compliance with the requirements.

2.7 Direct assigned Students to comply with the policies, rules, regulations, and procedures in effect at KCHA and KMC, as well as all reasonable directions given by authorized KMC personnel.

2.8 Ensure that all assigned Students are covered by appropriate professional liability insurance, acceptable to KCHA, during the entire period of their participation in the Program at KMC.

2.9 Require that each assigned student provide, prior to the commencement of each student assignment, such confidential information as may be required by KCHA or KMC, or deemed necessary for the education and guidance of the student.

2.10 Provide and be responsible for the care and control of educational supplies and equipment necessary for instruction, including audiovisual equipment and supplies that are not customarily available at KMC, if deemed necessary by University for completion of the Program.

2.11 Maintain attendance and academic records for each student assigned to the Program.

3. Obligations of KMC.

3.1 Designate a KMC staff member who will be responsible for facilitating the implementation of the clinical experience.

3.2 Provide a clinical experience that is compatible with the requirements of the curriculum established by University.

3.3 Provide the physical facilities and equipment reasonably necessary to conduct the clinical experience.

3.4 Permit Students access to the KMC medical library during hours of operation.

3.5 Maintain standards that are appropriate for the clinical experience.

3.6 Provide assigned Students with reasonable study and storage space.

3.7 Provide University and Students access to KCHA and KMC policies and procedures that are applicable to the clinical experience.

3.8 Make available emergency services for Students on an as needed basis, at no cost to KCHA or KMC.

3.9 Accept Students enrolled in the Program in a number not to exceed that which University and KMC agree upon.

3.10 Retain professional and administrative responsibility for services rendered under this Agreement.

4. **Confidentiality.** University shall not, without the written consent of KCHA, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that University would protect its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this section shall continue to survive.

4.1 **HIPAA.** As trainees, Students shall be considered members of KMC's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to KMC's policies respecting confidentiality of medical information. In order to ensure that Students comply with such policies, KMC shall provide Students with substantially the same training that it provides to its regular employees.

4.2 **FERPA.** KCHA acknowledges that University is subject to the Family Educational Rights and Privacy Act ("FERPA") and that personally identifiable information of a Student disclosed by University to KCHA is (1) confidential and subject to FERPA; (2) not to be further disclosed without the prior written consent of the Student except as provided below; and (3) to be viewed only by individuals who have a legitimate need to view the information to verify or audit the qualifications of the Student to participate in the clinical, practicum or internship program. KCHA may only disclose student information provided by University if required by a State, Federal, or accreditation agency investigating the care provided by KCHA based upon the belief that the student information may be relevant to the investigation.

5. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of KCHA relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, KCHA may immediately terminate this Agreement by giving written notice thereof. University shall comply with the requirements of Government Code sections 87100 et seq. during the term of this Agreement.

6. **Insurance.**

6.1 **University Insurance.** University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than five hundred thousand dollars (\$500,000) for each occurrence. Such coverage shall be obtained from a carrier

rated “A” or better by AM Best or a qualified program of self-insurance. University shall maintain and provide evidence of workers’ compensation and disability coverage as required by law. The commercial general liability and the workers’ compensation policies shall be endorsed with a waiver of subrogation in favor of KCHA. University shall provide Hospital with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days’ notice of cancellation to Hospital. University shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder. University is aware that Hospital uses a third party administrator to obtain and maintain evidence of insurance for the entire length of the Agreement.

6.2 Student Insurance. University shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated “A” or better by AM Best or a qualified program of self-insurance. University shall require each student in the Program to present evidence of his or her professional liability coverage to Hospital. University shall provide students with accident insurance coverage that will cover up to \$25,000 for injuries or accidents sustained by any of its students (subject to applicable limitations and exclusions contained in the statement of insurance) while participating in a supervised clinical education program in the United States.

6.3 KCHA Insurance. KCHA shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated “A” or better by AM Best or a qualified program of self-insurance. KCHA shall also maintain and provide evidence of workers’ compensation and disability coverage for its employees as required by law. By written request, KCHA shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. KCHA shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

7. Indemnification.

7.1 To the extent permitted by applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), University agrees to indemnify, defend, and hold harmless KCHA, its officers, agents, and employees from and against any and all claims, demands, judgements, damages, costs, liabilities, or losses arising from, or in any way relating to, the University’s acts or omissions, and the acts or omissions of their officers, agents, students, and employees, under this Agreement.

7.2 KCHA agrees to indemnify, defend, and hold harmless University, its officers, agents and employees from and against any and all claims, demands, judgements, damages, costs, liabilities, or losses arising from, or in any way relating to, KCHA’s acts or omissions, and the acts or omissions of their officers, agents, and employees, under this Agreement.

8. Liability of KCHA. The liabilities or obligations of KCHA with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of KCHA and shall not be or become the liabilities

16. **Compliance with Law.** University and Students shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted.
17. **Regulatory Requirements.** The parties expressly agree that nothing contained in this Agreement will require either the referral of any patients to, or order of any goods or services from University or KMC. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. section 1320a-7b).
18. **Compliance Program.** University acknowledges that KMC has implemented a compliance program for certain purposes, including, but not limited to, the purpose of ensuring that the provision of billing for care at KMC is in compliance with applicable federal and state laws (the “Compliance Program”). Faculty and Students will participate in any applicable training and education sessions relating to the Compliance Program, upon the request of KMC.
19. **Disqualified Persons.**
- 19.1 University represents and continuously warrants that no student participating in the clinical experience at KMC under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General and provided proof of such reinstatement to KCHA), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs.
- 19.2 University agrees that if any student participating in the clinical experience at KMC under the terms of this Agreement becomes involved in a pending criminal action or proposed debarment, exclusion or other sanctioning action related to any federal or state healthcare program he or she will be immediately removed from providing services at KMC.
20. **Entire Agreement.** This Agreement, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.


[Intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

KERN COUNTY HOSPITAL AUTHORITY

IDAHO STATE UNIVERSITY

By _____
Phil McLaughlin
Chairman, Board of Governors

By  _____
Name: Rex Force
Title: VP DHS

APPROVED AS TO CONTENT:
Kern Medical Center

By _____
Glenn Goldis, MD
Chief Medical Officer

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Shannon Hochstein
Kern County Hospital Authority

EXHIBIT A

Kern Medical - Current Onboarding Compliance	
Compliance Item	Detail
Background Check	All searches must be completed 30 days prior to start of assignment.
County Background Check	Felony & Misdemeanor background history for all counties where employee lived and worked for the previous 7 years.
National Criminal Search	
National Sex Offender (NSO) search	Can be obtained through Background check or free online search: https://www.nsopw.gov/
OIG	Can be obtained through Background check or free online search: https://exclusions.oig.hhs.gov
SAM	Can be obtained through Background check or free online search: https://www.sam.gov
Social Security Trace	This search produces all address history for the last 7 years and all the names (including aliases and variations) associated with the social security number
Drug Screen	A standard panel (minimum) drug screen is required within thirty (30) days prior to start date of assignment with Client. Test results must be prepared by a licensed laboratory. Results must be negative for all of the following: Amphetamine, Barbiturates, Opiates, Benzodiazepines, Cannabinoids, Cocaine metabolites, Phencyclidine (PCP), Methadone, Oxycodone, Propoxyphene, Methaqualone, Ethanol, MDMA
Health Documents	
All documents supplied for medical clearance purposes must include the following: 1. The candidate's name and date of birth; 2. The name and address of the facility or provider of the services (e.g. exam, labs, fit test, etc.) Exams and Statements of Fitness must ALSO include the printed name of the examiner, their signature, their credentials (PA, NP, MD, DO), the date of the exam AND the title of the job for which the candidate is applying.	
Physical/ Statement of Fitness Within 1 year	Must be completed within <u>one year prior</u> to start of assignment and annually thereafter. The physical must include a statement by the examiner that the individual being onboarded is physically capable of completing the duties assigned.
TB Compliance	If no history of Positive, follow "Negative TB". If history of Positive TB, follow "Positive TB" instructions:
Negative TB Within 30 days	Either of the following will meet the TB requirement: 1) 1st step negative TB Skin Test (TST) completed within 30 days prior to start and 2nd Negative TB skin test (TST) completed no sooner than 3 weeks after the 1st TB skin test and annually thereafter. *Results must include measurement of induration, date and time of placement and date and time of reading. (Measurements of ≥ 10 mm will follow TB positive process.) 2) Negative Interferon-gamma Release Assay (IGRA [Quantiferon or T spot]) completed no more than 30 days prior to start and annually thereafter. If IGRA is positive follow TB positive process.
Positive TB No time limit on proof X-Ray within 90 days	No new employee/traveler/contractor/student (with proof of positive PPD or IGRA history) will be cleared for assignment until a chest x-ray is performed and verified as negative/normal (free of active TB disease). Documentation of negative/normal chest x-ray that has been done at another facility within 3 months will be accepted but must include employee's name, date of birth, and provider performing the chest x-ray. Additionally, a TB symptom questionnaire is required to be completed within 30 days after start date and annually thereafter.
Mask Fit Within 1 year	Required prior to or at the start of assignment and annually thereafter. Can be (1) Submitted from an outside source/provider. If so must have been completed no more than one year prior to start of assignment and include medical clearance for fit testing, size & make/model of N95 mask tested or (2) can be completed at Employee Health at the start of assignment.
Hepatitis B Surface Antibody Titer- Quantitative No time limit	If titer indicates that individual is not immune to Hepatitis B, vaccination will be offered free of charge to be administered in Employee Health. If declined, a vaccine declination form will be required.
MMR Titer - Quantitative No time limit	If titer indicates that individual is not immune to measles and/or mumps and/or rubella, vaccination will be offered free of charge to be administered in Employee Health. If declined, a vaccine declination form will be required.
Varicella Antibody Titer - Quantitative No time limit	If titer indicates that individual is not immune to Varicella, vaccination will be offered free of charge to be administered in Employee Health. If declined, a vaccine declination form will be required.
Hepatitis C Antibody Test No more than 90 days before start of assignment	Laboratory evidence of Hepatitis C antibody screen
Only Required when Onboarding October 1st-April 30th Flu Vaccination/Declination	During the flu season, proof of the current seasonal flu vaccination status is required prior to the start of the assignment. Any one of the following will meet the proof requirement: a) Written proof of vaccination with the current seasonal flu vaccine. Proof can be any immunization record that includes: vaccination name or abbreviation, date vaccine administered and name (written or stamped) of the clinic, office or doctor administering the vaccine; OR b) Signed declination (using OSHA mandated wording) for those who decline the offered vaccine.



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

SUBJECT: Proposed Conflict of Interest Code for Kern County Hospital Authority

Recommended Action: Approve; Refer to Kern County Board of Supervisors for Approval

Summary:

The enabling county ordinance at section 2.170.102 requires the Hospital Authority and its officers and directors to conduct activities in a manner this is in conformity with the laws of the state of California as they pertain to conflicts of interest, including, but not limited to the Political Reform Act (Gov. Code, § 81000 et seq.), financial interests involving contracts (Gov. Code, § 1090), common law conflicts of interest,¹ and incompatible activities.²


The purposes of this policy are: (1) to preserve the integrity of the decision-making process of the Hospital Authority, (2) to prevent intentional or inadvertent participation in the decision-making process by persons having an actual or apparent conflict of interest, (3) to promote compliance with the process by which conflicts of interest are disclosed and managed in accordance with state laws, and (4) to prevent violations of state conflict of interest laws.

The attached conflict of interest code has been revised to include the Chairman and Members of the Community Health Center Board of Directors and the Executive Director of the Community Health Center to reflect the current list of designated covered individuals. The proposed changes have been reviewed and approved as to legal form by Counsel.

Therefore, it is recommended that your Board approve the conflict of interest policy for the Kern County Hospital Authority and refer to the Kern County Board of Supervisors for approval.

¹ Each member of the Hospital Authority Board of Governors and officers shall discharge his or her duties with integrity and fidelity and may not let private interests influence public decisions.

² In accordance with Section 101855(o) of the Health and Safety Code, a member of the Hospital Authority's administrative staff shall not be considered to hold an incompatible office or to be engaged in activities inconsistent and incompatible with his or her duties as a result of his or her employment or affiliation with the County of Kern or an agency of the County.

	Department: Administration			
	Policy No. ADM-LD-700	Effective Date: August-January <u>2024-2025</u>	Review Date: August 2024 <u>2026</u>	Page 1 of 6 (with addendum)
Title: Conflict of Interest				

POLICY STATEMENT:

It is the policy of Kern County Hospital Authority (“Hospital Authority”) to provide for a process for the disclosure and management of conflicts of interest which may exist for persons with positions of trust and responsibility in the governance and management of the Hospital Authority, and to assure that state law provisions¹ relating to such conflicts are followed. In order to safeguard independent judgment and action in business decisions, each person entrusted with a key position of responsibility in the Hospital Authority has a duty to disclose actual or potential conflicts of interest, to avoid acting out of any actual or apparent conflict of interest which may arise from personal financial interests in entities which may conflict with the Hospital Authority’s best interests. The purposes of this policy are: (i) to preserve the integrity of the decision-making process of the Hospital Authority, (ii) to prevent intentional or inadvertent participation in the decision-making process by persons having an actual or apparent conflict of interest, (iii) to promote compliance with the process by which conflicts of interest are disclosed and managed in accordance with state laws, and (iv) to prevent violations of state conflict of interest laws.

DEFINITIONS:

- A. “Covered Individual” means those individuals identified in the attached Appendix A.
- B. “Financial interest” means for purposes of this policy a Covered Individual has a “financial interest” in a decision if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the employee or an immediate family member or on: (1) any business entity in which the Covered Individual has a direct or indirect investment worth \$2,000 or more; (2) any real property in which the Covered Individual has a direct or indirect interest worth \$2,000 or more; (3) any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating ~~\$590~~² 630² or more in value provided to, received by or promised to the Covered Individual within 12 months prior to the time when the decision is made; (4) any business or entity in which the Covered Individual is a director, officer, partner, trustee, employee, or holds any position of management; and (5) any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$590 or more in value provided to, received by or promised to the Covered Individual within 12 months prior to the time when the decision is made.
- C. “Immediate family member” means the Covered Individual’s spouse; natural or adoptive parent, child or sibling; stepparent, stepchild, stepbrother or stepsister; father-in-law, mother-in-law, brother-in-law or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

¹ Government Code section 1090; Government Code section 81000 et seq.

² California Fair Political Practices Commission gift limit effective January 1, 2023-2025 - December 31, 2024-2026.

- D. "Indirect investment or interest" means any investment or interest owned by the spouse or dependent child of the Covered Individual, by an agent on behalf of the Covered Individual, or by a business entity or trust in which the Covered Individual, or Covered Individual's agent, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

1.0 ACTS CONSTITUTING CONFLICT OF INTEREST

- A. No Covered Individual shall engage in any employment, activity or enterprise that results in any of the following:
 - 1. Using the prestige or influence of a Hospital Authority office or employment for private gain or advantage, or the private gain or advantage of another;
 - 2. Using Hospital Authority time, facilities, equipment or supplies for the Covered Individual's private gain or advantage, or the private gain or advantage of another;
 - 3. Using confidential information acquired by virtue of Hospital Authority office or employment for the Covered Individual's private gain or advantage, or the private gain or advantage of another;
 - 4. Receiving or accepting money or any other consideration from anyone other than the Hospital Authority for the performance of an act which the Covered Individual would be required or expected to render in the regular course or hours of office or employment or as part of duties as a Covered Individual;
 - 5. Performance of an act in other than the Covered Individual's capacity knowing that such act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the Covered Individual or by the Hospital Authority;
 - 6. Make, participate in making or in any way attempt to use the Covered Individual's position to influence a governmental decision (other than a decision affecting an employee's wages, hours, or working conditions) in which the Covered Individual knows or has reason to know that the Covered Individual has a financial interest; or
 - 7. Non-Hospital Authority employment or self-employment outside of regular working hours which involves such time demands or services of such a character as to impair effectiveness of Hospital Authority employment.
- B. Any violation of the provisions contained in the aforementioned section shall constitute sufficient grounds for disciplinary action up to and including termination of employment.

2.0 EXEMPTION FOR CERTAIN PHYSICIAN SERVICES

Those physicians rendering professional services to Kern Medical Center or other Hospital Authority businesses under contract authorizing billing for services to non-indigent patients shall not be deemed to be in violation of the provisions of Section 1.0 of this policy in billing for such services so rendered.

3.0 POST-EMPLOYMENT RESTRICTIONS REGARDING REPRESENTATION, APPEARANCE OR COMMUNICATION

- A. Employees classified as management, mid-management or confidential, shall not, for a period of one year after leaving employment, act as agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to the Hospital Authority or a present member of the Board of Governors or any officer or employee of the Hospital Authority if the appearance or communication is made for the purpose of influencing administrative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit,

license, grant, or contract, or the sale or purchase of goods or property.

- B. Subsection A shall not apply to any individual who is, at the time of the appearance or communication, a board member, officer, or employee of a local government agency or an employee or representative of any other public agency and is appearing or communicating on behalf of that agency.
- C. The following definitions shall apply for purposes of Sections 3.0 and 4.0 only:
 - 1. "Administrative action" means the proposal, drafting, development, consideration, amendment, enactment, or defeat by the Hospital Authority of any matter, including any rule, regulation, or other action in any regulatory proceeding, whether quasi-legislative or quasi-judicial. Administrative action does not include any action that is solely ministerial.
 - 2. "Legislative action" means the drafting, introduction, modification, enactment, defeat, approval, or veto of any ordinance, amendment, resolution, report, nomination, or other matter by the Board of Governors or by any committee or subcommittee thereof, or by a member of the Board of Governors acting in his or her official capacity.
 - 3. "Person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.
- D. This Section and Section 4.0 are adopted in accordance with Government Code section 87406.3(c).

4.0 POST-EMPLOYMENT RESTRICTIONS REGARDING AID, ADVICE OR COUNSEL

Employees classified as management, mid-management or confidential, shall not, for a period of one year after leaving that office or employment, for compensation, aid, advise, counsel, consult or assist any other person regarding an appearance or communication which the official or employee would be prohibited from making under Section 3.0.

5.0 CONFLICT OF INTEREST CODE

- A. The Political Reform Act requires state and local government agencies, which includes the Hospital Authority to adopt and promulgate conflict of interest codes. (Gov. Code, § 81000 et seq.) The Fair Political Practices Commission has adopted a regulation, which contains the terms of a standard conflict of interest code. (Cal. Code Regs., tit. 2, § 18730.) Incorporation by reference of the terms of the regulation along with the designation of employees and the formulation of disclosure categories set forth in the attached Appendix A constitute the adoption and promulgation of the conflict of interest code of the Hospital Authority. The requirements of this conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.
- B. Designated Covered Individuals identified in the attached Appendix A shall file statements of economic interests with the Hospital Authority, who will make the statements available for public inspection and reproduction. (Gov. Code, § 81008.) Upon receipt of the statements of the Chairman and Members of the Board of Governors of the Hospital Authority, the Hospital Authority shall make and retain a copy and forward the original of these statements to the Board of Supervisors of the County of Kern. Statements for all other designated Covered Individuals shall be retained by the Hospital Authority.

C. Government Code Section 87306.5 requires local agencies, which includes the Hospital Authority to submit to their code reviewing body, which, in the case of the Hospital Authority is the Kern County Board of Supervisors, a biennial report identifying changes in its conflict of interest code, or a statement that their code is not in need of amendment. An amendment is required to: (1) include new positions (including consultants) that must be designated; (2) revise the titles of existing positions; (3) deleted titles of positions that have been abolished; (4) deleted positions that manage public investments from the list of designated positions; (5) revise disclosure categories; and (6) other. No amendment is required if the Hospital Authority's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those designated positions; and the code includes all other provisions required by Government Code Section 87302. Such report shall be submitted no later than October 1 of each even-numbered year. (Gov. Code, § 87306.5(a).) When completed, the report must be mailed to the Clerk of the Board of Supervisors.

KEY WORDS: conflict of interest

OWNERSHIP (Committee/Department/Team) Administration	
ORIGINAL.....	
REVIEWED, NO REVISIONS Jun 2020	
REVISED <u>Jan. 2025</u> , Aug. 2024, Sept. 2022, Dec. 2019, Oct. 2018, Oct. 2016	
APPROVED BY COMMITTEE..... Kern County Board of Supervisors	
DISTRIBUTION..... Administrative Manual	
REQUIRES REVIEW <u>June 2024</u> <u>Aug. 2026</u>	
<u>August-January 20242025</u>	<u>August-January 20242025</u>
Administrative Signature of Approval	Signature of Approval
Date	Date

APPENDIX A

CONFLICT OF INTEREST CODE KERN COUNTY HOSPITAL AUTHORITY DESIGNATED COVERED INDIVIDUALS


Accountant (all)
Associate Director of Medical Education
Authority Board Coordinator
Chairman and Members of the Board of Governors (appointed by Board of Supervisors)
Chairman and Members of the Community Health Center Board of Directors
Chief Ambulatory and Outreach Officer
Chief Executive Officer
Chief Financial Officer
Chief Information Officer
Chief Medical Officer
Chief Nursing Officer
Chief Operating Officer
Chief Transformation Officer (new position)
Clinical Directors (all)
Consultants *
Contracts Compliance Specialist
Credit Card Holders (all)
Decision Support Consultant
Director, Care Coordination
Director, Communications
Director, Human Resources (formerly Director, Employee and Labor Relations)
Director, Outpatient Integration
Director, Patient Access
Director, Patient Accounting
Director, Performance Improvement
Director, Pharmacy Programs and Education
Director, Pharmacy Services
Director, Physician Recruitment
Director, Population Health
Director, Radiology and Imaging Studies (formerly Manager, Radiology)
Director, Security and Emergency Management
Director, Whole Person Care
EVS Director
Executive Director, Community Health Center
Fiscal Support Supervisor (assigned to General Accounting or Accounts Payable)
Fiscal Support Technician (assigned to Materials Management)
Front End Revenue Cycle Manager – EMR
Front End Revenue Cycle Manager – Inpatient and Emergency Department
Front End Revenue Cycle Manager – Patient Financial Counseling and Outpatient Clinics
Front End Revenue Cycle Manager – Pre-registration and Authorization
Hospital Counsel
Hospital Materials Director
Hospital Materials Manager
Hospital Payroll Manager
Managed Care Consultant (contract service)
Manager of Reimbursement
Materials Management Operations Manager
Medical Staff Department Chairs (all)

Medical Staff Division Chiefs (all)
Medical Staff Officers (elected officers only)
Patient Access Services Supervisor
Physician Enterprise Manager
Physician Enterprise Consultant
Revenue Cycle AR Administration Manager
Revenue Cycle AR Inventory Manager
Revenue Cycle Systems Support Manager
Revenue Integrity Manager
Risk Manager (Non-clinical) (formerly Workers' Compensation and Liability Manager)
Senior Paralegal
Senior Director, Facilities
Senior Director, Finance (formerly Director, Finance)
Senior Director, Health Information Services (formerly Health Information Services Director)
Special Projects Manager
Therapy Services Manager
Vice President & General Counsel
Vice President, Human Resources
Vice President, Strategic Development

*Consultants shall be included in the list of designated Covered Individuals and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in the Kern County Hospital Authority Conflict of Interest Code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

DISCLOSURE CATEGORY

Designated Covered Individuals shall report all sources of income, interests in real property, and investments and business positions in business entities.

	Department: Administration			
	Policy No. ADM-LD-700	Effective Date: January 2025	Review Date: August 2026	Page 1 of 6 (with addendum)
Title: Conflict of Interest				

POLICY STATEMENT:

It is the policy of Kern County Hospital Authority (“Hospital Authority”) to provide for a process for the disclosure and management of conflicts of interest which may exist for persons with positions of trust and responsibility in the governance and management of the Hospital Authority, and to assure that state law provisions¹ relating to such conflicts are followed. In order to safeguard independent judgment and action in business decisions, each person entrusted with a key position of responsibility in the Hospital Authority has a duty to disclose actual or potential conflicts of interest, to avoid acting out of any actual or apparent conflict of interest which may arise from personal financial interests in entities which may conflict with the Hospital Authority’s best interests. The purposes of this policy are: (i) to preserve the integrity of the decision-making process of the Hospital Authority, (ii) to prevent intentional or inadvertent participation in the decision-making process by persons having an actual or apparent conflict of interest, (iii) to promote compliance with the process by which conflicts of interest are disclosed and managed in accordance with state laws, and (iv) to prevent violations of state conflict of interest laws.

DEFINITIONS:

- A. “Covered Individual” means those individuals identified in the attached Appendix A.
- B. “Financial interest” means for purposes of this policy a Covered Individual has a “financial interest” in a decision if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the employee or an immediate family member or on: (1) any business entity in which the Covered Individual has a direct or indirect investment worth \$2,000 or more; (2) any real property in which the Covered Individual has a direct or indirect interest worth \$2,000 or more; (3) any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$630² or more in value provided to, received by or promised to the Covered Individual within 12 months prior to the time when the decision is made; (4) any business or entity in which the Covered Individual is a director, officer, partner, trustee, employee, or holds any position of management; and (5) any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$590 or more in value provided to, received by or promised to the Covered Individual within 12 months prior to the time when the decision is made.
- C. “Immediate family member” means the Covered Individual’s spouse; natural or adoptive parent, child or sibling; stepparent, stepchild, stepbrother or stepsister; father-in-law, mother-in-law, brother-in-law or sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

¹ Government Code section 1090; Government Code section 81000 et seq.

² California Fair Political Practices Commission gift limit effective **January 1, 2025 - December 31, 2026.**

- D. "Indirect investment or interest" means any investment or interest owned by the spouse or dependent child of the Covered Individual, by an agent on behalf of the Covered Individual, or by a business entity or trust in which the Covered Individual, or Covered Individual's agent, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

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- A. No Covered Individual shall engage in any employment, activity or enterprise that results in any of the following:
 - 1. Using the prestige or influence of a Hospital Authority office or employment for private gain or advantage, or the private gain or advantage of another;
 - 2. Using Hospital Authority time, facilities, equipment or supplies for the Covered Individual's private gain or advantage, or the private gain or advantage of another;
 - 3. Using confidential information acquired by virtue of Hospital Authority office or employment for the Covered Individual's private gain or advantage, or the private gain or advantage of another;
 - 4. Receiving or accepting money or any other consideration from anyone other than the Hospital Authority for the performance of an act which the Covered Individual would be required or expected to render in the regular course or hours of office or employment or as part of duties as a Covered Individual;
 - 5. Performance of an act in other than the Covered Individual's capacity knowing that such act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the Covered Individual or by the Hospital Authority;
 - 6. Make, participate in making or in any way attempt to use the Covered Individual's position to influence a governmental decision (other than a decision affecting an employee's wages, hours, or working conditions) in which the Covered Individual knows or has reason to know that the Covered Individual has a financial interest; or
 - 7. Non-Hospital Authority employment or self-employment outside of regular working hours which involves such time demands or services of such a character as to impair effectiveness of Hospital Authority employment.
- B. Any violation of the provisions contained in the aforementioned section shall constitute sufficient grounds for disciplinary action up to and including termination of employment.

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Those physicians rendering professional services to Kern Medical Center or other Hospital Authority businesses under contract authorizing billing for services to non-indigent patients shall not be deemed to be in violation of the provisions of Section 1.0 of this policy in billing for such services so rendered.

3.0 POST-EMPLOYMENT RESTRICTIONS REGARDING REPRESENTATION, APPEARANCE OR COMMUNICATION

- A. Employees classified as management, mid-management or confidential, shall not, for a period of one year after leaving employment, act as agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to the Hospital Authority or a present member of the Board of Governors or any officer or employee of the Hospital Authority if the appearance or communication is made for the purpose of influencing administrative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

- B. Subsection A shall not apply to any individual who is, at the time of the appearance or communication, a board member, officer, or employee of a local government agency or an employee or representative of any other public agency and is appearing or communicating on behalf of that agency.
- C. The following definitions shall apply for purposes of Sections 3.0 and 4.0 only:
 - 1. "Administrative action" means the proposal, drafting, development, consideration, amendment, enactment, or defeat by the Hospital Authority of any matter, including any rule, regulation, or other action in any regulatory proceeding, whether quasi-legislative or quasi-judicial. Administrative action does not include any action that is solely ministerial.
 - 2. "Legislative action" means the drafting, introduction, modification, enactment, defeat, approval, or veto of any ordinance, amendment, resolution, report, nomination, or other matter by the Board of Governors or by any committee or subcommittee thereof, or by a member of the Board of Governors acting in his or her official capacity.
 - 3. "Person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.
- D. This Section and Section 4.0 are adopted in accordance with Government Code section 87406.3(c).

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5.0 CONFLICT OF INTEREST CODE

- A. The Political Reform Act requires state and local government agencies, which includes the Hospital Authority to adopt and promulgate conflict of interest codes. (Gov. Code, § 81000 et seq.) The Fair Political Practices Commission has adopted a regulation, which contains the terms of a standard conflict of interest code. (Cal. Code Regs., tit. 2, § 18730.) Incorporation by reference of the terms of the regulation along with the designation of employees and the formulation of disclosure categories set forth in the attached Appendix A constitute the adoption and promulgation of the conflict of interest code of the Hospital Authority. The requirements of this conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.
- B. Designated Covered Individuals identified in the attached Appendix A shall file statements of economic interests with the Hospital Authority, who will make the statements available for public inspection and reproduction. (Gov. Code, § 81008.) Upon receipt of the statements of the Chairman and Members of the Board of Governors of the Hospital Authority, the Hospital Authority shall make and retain a copy and forward the original of these statements to the Board of Supervisors of the County of Kern. Statements for all other designated Covered Individuals shall be retained by the Hospital Authority.

C. Government Code Section 87306.5 requires local agencies, which includes the Hospital Authority to submit to their code reviewing body, which, in the case of the Hospital Authority is the Kern County Board of Supervisors, a biennial report identifying changes in its conflict of interest code, or a statement that their code is not in need of amendment. An amendment is required to: (1) include new positions (including consultants) that must be designated; (2) revise the titles of existing positions; (3) deleted titles of positions that have been abolished; (4) deleted positions that manage public investments from the list of designated positions; (5) revise disclosure categories; and (6) other. No amendment is required if the Hospital Authority's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those designated positions; and the code includes all other provisions required by Government Code Section 87302. Such report shall be submitted no later than October 1 of each even-numbered year. (Gov. Code, § 87306.5(a).) When completed, the report must be mailed to the Clerk of the Board of Supervisors.

KEY WORDS: conflict of interest

OWNERSHIP (Committee/Department/Team) Administration	
ORIGINAL.....	
REVIEWED, NO REVISIONS..... Jun 2020	
REVISEDJan. 2025, Aug. 2024, Sept. 2022, Dec. 2019, Oct. 2018, Oct. 2016	
APPROVED BY COMMITTEE..... Kern County Board of Supervisors	
DISTRIBUTION.....Administrative Manual	
REQUIRES REVIEW.....Aug. 2026	
January 2025	January 2025
Administrative Signature of Approval	Signature of Approval
Date	Date

APPENDIX A

CONFLICT OF INTEREST CODE KERN COUNTY HOSPITAL AUTHORITY DESIGNATED COVERED INDIVIDUALS

Accountant (all)
Associate Director of Medical Education
Authority Board Coordinator
Chairman and Members of the Board of Governors (appointed by Board of Supervisors)
Chairman and Members of the Community Health Center Board of Directors
Chief Ambulatory and Outreach Officer
Chief Executive Officer
Chief Financial Officer
Chief Information Officer
Chief Medical Officer
Chief Nursing Officer
Chief Operating Officer
Chief Transformation Officer (new position)
Clinical Directors (all)
Consultants *
Contracts Compliance Specialist
Credit Card Holders (all)
Decision Support Consultant
Director, Care Coordination
Director, Communications
Director, Human Resources (formerly Director, Employee and Labor Relations)
Director, Outpatient Integration
Director, Patient Access
Director, Patient Accounting
Director, Performance Improvement
Director, Pharmacy Programs and Education
Director, Pharmacy Services
Director, Physician Recruitment
Director, Population Health
Director, Radiology and Imaging Studies (formerly Manager, Radiology)
Director, Security and Emergency Management
Director, Whole Person Care
EVS Director
Executive Director, Community Health Center
Fiscal Support Supervisor (assigned to General Accounting or Accounts Payable)
Fiscal Support Technician (assigned to Materials Management)
Front End Revenue Cycle Manager – EMR
Front End Revenue Cycle Manager – Inpatient and Emergency Department
Front End Revenue Cycle Manager – Patient Financial Counseling and Outpatient Clinics
Front End Revenue Cycle Manager – Pre-registration and Authorization
Hospital Counsel
Hospital Materials Director
Hospital Materials Manager
Hospital Payroll Manager
Managed Care Consultant (contract service)
Manager of Reimbursement
Materials Management Operations Manager
Medical Staff Department Chairs (all)

Medical Staff Division Chiefs (all)
Medical Staff Officers (elected officers only)
Patient Access Services Supervisor
Physician Enterprise Manager
Physician Enterprise Consultant
Revenue Cycle AR Administration Manager
Revenue Cycle AR Inventory Manager
Revenue Cycle Systems Support Manager
Revenue Integrity Manager
Risk Manager (Non-clinical) (formerly Workers' Compensation and Liability Manager)
Senior Paralegal
Senior Director, Facilities
Senior Director, Finance (formerly Director, Finance)
Senior Director, Health Information Services (formerly Health Information Services Director)
Special Projects Manager
Therapy Services Manager
Vice President & General Counsel
Vice President, Human Resources
Vice President, Strategic Development

*Consultants shall be included in the list of designated Covered Individuals and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Chief Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in the Kern County Hospital Authority Conflict of Interest Code. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

DISCLOSURE CATEGORY

Designated Covered Individuals shall report all sources of income, interests in real property, and investments and business positions in business entities.



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed 2024 Annual Comprehensive Financial Report and 2024 Actuarial Valuation and Employer and Employee Contribution Rates from Kern County Employees' Retirement Association (KCERA)

Recommended Action: Receive and File

Summary:

**Agenda item posted
under separate
cover**



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Invoice 2025003 with Astanza, LLC for purchase of maintenance service for the tattoo removal laser

Recommended Action: Approve

Summary:

Kern Medical requests your Board approve the proposed Invoice 2025003 with Astanza, LLC to continue maintenance services for the tattoo removal laser.

Kern Medical has been steadily increasing the usage of the Astanza laser due to an increase in the number of procedures completed at the clinic. With the increased usage, the laser requires more routine maintenance and repair to avoid costly interventional repairs and non-usage of the laser. The Astanza laser is both revenue generating and grant funded, therefore the upkeep and necessary repairs are critical.

Counsel is unable to approve as to form due to non-standard terms which include the limitation of liability, no indemnification, and waiver of jury trial. Efforts were made to negotiate alternative verbiage with the vendor, but to no avail.

Kern Medical recommends that your Board approve the proposed Invoice 2025003 with Astanza, LLC for the maintenance of the tattoo removal laser, with a total cost of \$11,999, for a term of one (1) year, January 29, 2025 to January 29, 2026, containing nonstandard terms and conditions.

Astanza Laser

1810 S Akard Street, Suite 500
Dallas, TX 75215 US
+18003649010
accounting@astanzalaser.com
www.astanzalaser.com



ASTANZA

INVOICE

BILL TO

Kern Medical
1700 Mt Vernon Ave
Bakersfield, CA 93306

SHIP TO

Kern Medical
1700 Mt Vernon Ave
Bakersfield, CA 93306

INVOICE # 20250003

DATE 01/06/2025

TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Trinity 2.0 (TSR) Gold Trinity 2.0 (TSR) Gold VIP Plan Annual For period of 01/29/25 - 01/29/26	1	14,388.00	14,388.00
	Trinity 2.0 PIF Discount Paid in full	1	-2,389.00	-2,389.00

BALANCE DUE

\$11,999.00



REVIEWED ONLY
NOT APPROVED AS TO FORM

By Shannon Hochstein
Kern County Hospital Authority



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Master Services and Business Associate Agreement with Augmedix Operating Corp. for the purchase of virtual, real-time medical documentation assistance

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Master Services and Business Associate Agreements (Agreement) with Augmedix Operating Corp. for the purchase of virtual, real time medical documentation assistance through a software platform that will provide scribe services to complete the first draft of the providers' note in the Electronic Health Record. Use of the software platform should increase productivity by 20% by decreasing the time needed by providers to complete their notes and allowing providers more time to treat more patients. The cost of this purchase should be recouped in the ability to schedule 20% more patient visits to each provider. This is a new agreement, effective January 15, 2025 for a one (1) year term, with a maximum payable not to exceed \$72,000.

Counsel is unable to approve as to form to due non-standard terms which include the limitation of liability to amounts paid pursuant to the Agreement, interest on late payments, and no right to cancel. Efforts were made to negotiate with the vendor, but to no avail.

Even with the non-standard terms and conditions, the return on investment will outweigh the limited risk, therefore, it is recommended that your Board approve the proposed Master Service and Business Associate Agreements with Augmedix Operating Corp. for the purchase of software to live medical documentation assistance, for a term of one (1) year, beginning on January 15 2025, in an amount not to exceed \$72,000, and authorize the Chairman to sign.

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”), by and between Augmedix Operating Corp., a Delaware corporation, with its principal place of business at 1300 Terra Bella Ave., Suite 200, Mountain View, CA 94043 (“**Augmedix**”), and Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center, with its principal place of business at 1700 Mount Vernon Ave., Bakersfield, CA 93306 (“**Customer**”). Augmedix and Customer may be referred to throughout this Agreement in the singular as “**Party**” and collectively as “**Parties.**”

1. DEFINITIONS

- 1.1 “**Affiliate**” means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.
- 1.2 “**Augmedix Application(s)**” means Augmedix’s proprietary medical documentation mobile application or suite of mobile applications and/or website, including any software, modules, functions, features related to such applications or otherwise made available by Augmedix to its Customers and their Authorized Users, and all technology resources supporting the Services. The Augmedix Application(s) includes all updates, releases, improvements, corrections, derivative works and modifications to the Augmedix Application.
- 1.3 “**Authorized User**” means any individual that Customer designates in writing to Augmedix as being authorized access to the Services on Customer’s behalf pursuant to a Service Order. Each Authorized User must be an individual who is an: (a) employee, student (medical, nursing and other student), volunteer, nurse, physician, medical staff member, technician, clinician or other personnel or agent on staff or otherwise associated with Customer; (b) authorized representative of Customer’s third-party agent, consultant, system integrator, auditor or other independent contractor performing services for Customer, provided that such individuals and entities are not known competitors of Augmedix and each has entered into an agreement with Customer that requires such individuals and entities to comply with terms no less protective of the Services than those set forth in **Section 4** (Confidentiality and Security) of the Agreement; and (c) such other parties as may be mutually agreed in writing. For the purposes of clarity, unless indicated otherwise in a Service Order, Authorized Users are discrete (i.e., one Authorized User to one individual, and multiple individuals may not be “summed” together to create one Authorized User).
- 1.4 “**Business Associate Agreement**” (or “**BAA**”) means that certain agreement between the Parties which governs the creation, use, maintenance, and disclosure of Protected Health Information (as defined by HIPAA) under HIPAA, which such agreement is herein incorporated by this reference.
- 1.5 “**Customer Data**” means any data, records, materials, files, information, content or any associated Intellectual Property Rights (as defined below) of Customer (a) uploaded, transmitted, received, generated or stored by or on behalf of Customer, or (b) provided or made accessible by Customer to Augmedix under this Agreement.

- 1.6 **“Customer Materials”** means the equipment, software, programs or other materials provided by Customer to Augmedix in order to permit Augmedix to provide the Services to Customer.
- 1.7 **“Documentation”** means all materials and documentation, whether in hard copy, magnetic media or machine-readable form, provided by Augmedix to Customer which pertains to the capabilities of, and/or operation of, the Services, including the Augmedix Application(s), Notebuilder Platform and/or other associated software used with the Services, as may be amended and updated by Augmedix from time to time.
- 1.8 **“Fees”** means the fees described in the applicable Service Order.
- 1.9 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the related regulations, as they may be amended from time to time.
- 1.10 **“Intellectual Property Rights”** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.
- 1.11 **“Notebuilder Platform”** means Augmedix’s proprietary, backend medical note creation platform, including any software code, utility, natural language processing models, large language models, structured data models, tools, or services related to the Notebuilder Platform and any updates, upgrades, versions, enhancements, improvements, derivative works, and modifications of the foregoing, including the general know-how and machine learning developed over time.
- 1.12 **“Service(s)”** means the services identified in a Product Schedule (as defined below) and associated Service Order, including the associated software, limited access and use rights to the Augmedix Application(s), hosting services, support services, Notebuilder Platform, other generally applicable services Augmedix provides to its customers in accordance with the Documentation and any other associated professional services.
- 1.13 **“Service Order”** means an ordering document entered into between Customer and Augmedix pursuant to the terms set forth in this Agreement.
- 1.14 **“Subscription”** means the access to the Services purchased by Customer, on a per Authorized User basis, pursuant to a Service Order.
- 1.15 **“Subscription Term”** means the period identified in the Service Order during which Authorized Users are permitted to access and use the Services purchased by Customer on a per Authorized User basis.
- 1.16 **“Term”** means the term of this Agreement as defined in **Section 7.1**.
- 1.17 **“Usage Data”** means data and information related to Customer’s use of the Services and Augmedix Application(s) in an aggregate and anonymized manner, including to compile statistics and

performance information related to the provision and operation of the Services and Augmedix Application(s) and Notebuilder Platform.

2. SERVICES AND RESPONSIBILITIES

- 2.1 Provision of Services. Subject to the provisions of this Agreement, Augmedix will make available to Customer and its end users on a non-exclusive and non-transferable basis the Services, Augmedix Application(s), and Documentation in accordance with the applicable Service Order, Documentation, and other terms of this Agreement. In addition to the terms and conditions of this Agreement and the applicable Service Order(s), the Services shall be subject to the terms and conditions described in the product schedule(s) applicable to each Service (each a “**Product Schedule**”) described in each Service Order, which such schedule(s) are attached hereto as **Exhibit A** (e.g. **Exhibit A-1, Exhibit A-2**, etc.) and are herein incorporated by this reference. Augmedix may enhance or modify the Services and Augmedix Applications in its sole discretion, provided it does not materially reduce the core functionality of the Service and Augmedix Application.
- 2.2 Service Order(s). Each Service Order which expressly refers to this Agreement forms a part of this Agreement, is subject to the terms and conditions contained herein, and is herein incorporated by this reference. If Customer desires to access or use additional Services or Augmedix Applications and/or increase any limitation on the number of named Authorized Users, devices, locations, or other elements, as applicable (“**Unit of Measure**”), in its initial Service Order or any subsequent Service Order, the authorized representatives of the Parties will execute a new Service Order. The pricing for any increase in any Unit of Measure will be subject to annual rights to escalate price as described in the applicable Service Order. Except as expressly stated in this Agreement, or except if the Parties expressly state in a Service Order that a particular provision is intended to amend this Agreement (including by reference to a specific section number of this Agreement and the extent to which such terms are to be modified for such project), if there is a conflict between the terms of a Service Order and the terms of this Agreement, the terms of this Agreement shall control.
- 2.3 Implementation Services. Augmedix will provide Customer with the implementation services described in each Service Order and/or applicable Product Schedule.
- 2.4 Access and Use Rights. Customer will be responsible for providing its own internet access to the Augmedix Application. Augmedix may specify reasonable procedures in the Documentation according to which Customer and Authorized Users may establish and obtain such access to, and use of, the features and functions of the Services and Augmedix Application through the Internet, including, without limitation, provision of any access codes, passwords, websites, connectivity standards or protocols, or any other relevant procedures. Subject to the terms of this Agreement, Augmedix hereby grants to Customer a non-transferable (except as otherwise permitted by this Agreement), non-exclusive, non-sublicensable, limited right to use and access the Services and Augmedix Application in accordance with the applicable Service Order(s), Documentation, and other provisions of this Agreement or application Product Schedules.
- 2.5 Restrictions. Customer shall not use the Services and/or Augmedix Application for any purpose beyond the scope of this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized User to, attempt to interfere with or disrupt the Services and/or Augmedix Application, or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Augmedix Application). Customer shall not: (a) copy, modify, or create

derivative works of any portion of the Services, Augmedix Application or Documentation; (b) sell, rent, lease, lend, license, sublicense, distribute, or otherwise transfer the Services, Augmedix Application or the Documentation to any third party; (c) decompile, disassemble or reverse engineer any portion of the Services, Augmedix Application or the associated software; (d) write or develop any derivative software or service based upon the Services, the Augmedix Application, the Documentation or any Augmedix Confidential Information (as defined below); (e) use the Services to provide processing or other services to third parties, or otherwise use the Services on a “service bureau” basis; or (f) provide, disclose, divulge or make available to, or permit use of the Services, Augmedix Application, Notebuilder Platform, Documentation or any associated software by any third party without Augmedix’s prior written consent.

- 2.6 Customer Responsibilities. As a condition to Augmedix’s obligations under this Agreement, Customer shall: (a) provide Augmedix with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Augmedix to provide the Services, including, but not limited to, providing Customer Materials, Customer Data and secure access to Customer’s business applications; (b) provide the assistance of Customer’s personnel, as may be reasonably requested by Augmedix from time to time, to enable Augmedix to render the Services; and (c) carry out in a timely manner all other Customer responsibilities set forth in this Agreement. In the event of any delay in Customer’s performance of any of the obligations set forth in this Agreement, Augmedix may, without penalty, adjust the launch dates for the applicable Services set forth in the applicable Service Order as reasonably necessary to account for such delays.
- 2.7 Trial Subscriptions. Customer may access a version of the Services on a trial basis (a “**Trial**”) subject to the terms of this Agreement; provided, however, the following additional terms shall apply to its Trial notwithstanding anything to the contrary herein: (a) Augmedix shall have the right to terminate a Trial at any time and for any reason; (b) Augmedix is providing the Service “as is” and makes no warranties (express or implied) of any kind with respect to the Service during the Trial; and (c) Augmedix shall have no obligation to indemnify Customer. CUSTOMER ACKNOWLEDGES THAT ITS TRIAL WILL AUTOMATICALLY CONVERT TO A PAID SUBSCRIPTION AT THE END OF THE TRIAL AND THAT AUGMEDIX WILL CHARGE CUSTOMER FOR THE APPLICABLE SUBSCRIPTION FEES AFTER THE TRIAL UNLESS CUSTOMER HAS NOTIFIED AUGMEDIX IN WRITING OF ITS DECISION TO OPT OUT PRIOR TO THE END OF THE TRIAL.

3. PROPRIETARY RIGHTS

- 3.1 Services. As between Augmedix and Customer, the Services, Augmedix Applications, Notebuilder Platform, Usage Data, Documentation and any associated software, including all Intellectual Property Rights therein or relating thereto, and any improvements, enhancements or modifications to any of the foregoing, are and shall remain the exclusive property of Augmedix or its licensors as applicable.
- 3.2 Customer Data and Materials. Customer, or its licensors, shall retain all right, title and interest to the Customer Data and Customer Materials, including all Intellectual Property Rights therein and thereto. Augmedix may use the Customer Materials and Customer Data for the sole purpose of providing and improving the Services and the Augmedix Application, including additional features thereof, and to perform its obligations under this Agreement.
- 3.3 Usage Data. The parties acknowledge and agree that Augmedix and/or its vendors may monitor, collect, use and store Usage Data for their respective business purposes, including, but not limited

to, enhancing the Services and their respective components and creating new features thereof. Augmedix will not publicly disclose any Usage Data in a manner that would be reasonably likely to identify Customer as being the source of such Usage Data.

- 3.4 Feedback. To the extent Customer provides any suggestions, recommendation or other feedback to Augmedix with respect to the Services and/or the Augmedix Application (“**Feedback**”), Customer hereby grants to Augmedix a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable license to use, copy, modify, create derivative works based upon and otherwise use any such Feedback and the Intellectual Property Rights therein.

4. CONFIDENTIALITY AND SECURITY

- 4.1 Definition. By virtue of this Agreement, the Parties may have access to each other’s Confidential Information. “Confidential Information” means any and all technical, business, client or proprietary information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), directly or indirectly, including, but not limited to, information regarding the Disclosing Party’s business strategies and practices, nonpublic financial information, pricing, methodologies, trade secrets, know-how, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party’s employees, clients, vendors, consultants and Affiliates regardless of whether such information is marked “confidential” or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. Augmedix Confidential Information includes, without limitation, the Services, the Augmedix Applications, Notebuilder Platform and any associated software whether in source or executable code, the Documentation, and the results of any performance tests of the Services, including, without limitation, the Augmedix Application, Notebuilder Platform and any associated software. Customer Data is the Confidential Information of Customer. The terms and conditions of this Agreement shall be deemed the Confidential Information of both Parties, and neither Party shall disclose such information except to such Party’s advisors, accountants, attorneys, investors (and prospective investors), and prospective acquirers as have a reasonable need to know such information, provided that any such third parties shall, before they may access such information, either (a) execute a binding agreement to keep such information confidential or (b) be subject to a professional obligation to maintain the confidentiality of such information. If the Receiving Party questions whether any information is regarded as confidential by the Disclosing Party or others, the Receiving Party agrees to treat the information as Confidential Information until and unless the Disclosing Party confirms in writing that it is not confidential.
- 4.2 Exclusions. Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was in the Receiving Party’s lawful possession prior to the disclosure; (c) is rightfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 4.3 Use and Nondisclosure. Neither Party shall make the other’s Confidential Information available to any third party or use the other’s Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each Party shall take all reasonable steps to ensure that the other’s Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, but in no event will either Party use less effort to protect the Confidential Information of the other Party than it uses to protect its

own Confidential Information of like importance. Each Party will ensure that any agents or subcontractors that are permitted to access any of the other's Confidential Information are legally bound to comply with obligations of confidentiality no less stringent than those set forth herein. Notwithstanding the foregoing, Confidential Information may be disclosed as required by any governmental agency, provided that before disclosing such information, the Disclosing Party must provide the non-disclosing Party with sufficient advance notice of the agency's request for the information to enable the non-disclosing Party to exercise any rights it may have to challenge or limit the agency's authority to receive such Confidential Information. Augmedix is aware that Customer is a government entity and is subject to the California Public Records Act, Cal.Govt.Code §6250 et seq., the Brown Act, Cal.Govt.Code §54950 et seq., and other laws pertaining to government entities. Information required by law to be disclosed will not be considered Proprietary and Confidential by the Parties and will be disclosed only to the extent required to comply with that legal obligation.

- 4.4 Injunctive Relief. Each Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured Party is entitled to seek equitable relief, including temporary restraining orders, or preliminary or permanent injunctions, in addition to all other remedies, for any violation or threatened violation of this Section 4.
- 4.5 Security Program. Augmedix shall maintain, and operate in accordance with, a written information security program appropriate for the Services and protection of Customer's Customer Data. Augmedix will maintain administrative, physical and technical safeguards consistent with applicable industry standards designed to protect the security, confidentiality and integrity of Customer Data.

5. HIPAA COMPLIANCE

- 5.1 Patient Confidentiality. In addition to the general confidentiality provisions in **Section 4**, the Parties acknowledge their responsibility with respect to Protected Health Information (as defined by HIPAA) disclosed by Customer to Augmedix, or created by Augmedix on behalf of Customer, pursuant to a Service Order. The Parties agree to enter into and comply with the applicable Business Associate Agreement with respect to such Protected Health Information.
- 5.2 Protected Health Information. Notwithstanding the terms of **Section 4**, Customer hereby grants to Augmedix an irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to (a) use Customer's Protected Health Information to create de-identified data; and (b) use Protected Health Information provided by Customer to perform Data Aggregation services relating to the health care operations of Customer. The de-identified data is, and shall remain, the exclusive property of Augmedix, and Augmedix may use such data without restrictions, including for research, analytics and modeling purposes.

6. FEES; EXPENSES; TAXES

- 6.1 Fees. In consideration for providing the Services, Customer shall pay to Augmedix the Fees for its Subscription and any other associated professional services in accordance with the terms set forth in the applicable Service Order.
- 6.2 Expenses. To the extent expenses are described in a Service Order, Customer shall reimburse Augmedix, pursuant to the U.S. General Service Administration's per diems, for all actual expenses

(including, but not limited to, travel, lodging, and shipping) incurred by Augmedix in connection with such Service Order (collectively, “Expenses”).

- 6.3 Invoices; Payment; Late Payment. Augmedix shall invoice Customer for Fees, Expenses and applicable Taxes (as defined below) in the manner described in the applicable Service Order. All payments will be made in U.S. dollars. Each undisputed invoice is due and payable by Customer no later than thirty (30) days following the invoice date. If Augmedix has not received payment within five (5) days after the due date, interest shall accrue on past due amounts at the rate of one and one-half percent (1.5%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Augmedix. Further, if any charge owing by Customer is thirty (30) days or more overdue, Augmedix may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that Augmedix has given Customer at least seven (7) days’ notice that its account is overdue. Customer shall reimburse Augmedix for the reasonable costs of collection, including reasonable fees and expenses of attorneys.
- 6.4 Automatic Payment. Customer agrees to establish payment through an automated clearing house (ACH) system and authorizes Augmedix to electronically debit entries from an account established by Customer to satisfy the payment obligations hereunder. Customer acknowledges and agrees that Implementation Fees and the first month of Subscription Fees may be debited automatically via ACH within fourteen (14) days of execution of this Service Order and recurring Subscription Fees may be debited automatically via ACH on the applicable due date. If Customer does not pay via ACH, Customer shall pay a processing fee in the amount of one and half percent (1.5%) of the transaction for any payments made by check or credit card.
- 6.5 Taxes. All amounts and Fees stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “Taxes”). Except for taxes based upon Augmedix’s income or for goods or services used or consumed by Augmedix in connection with providing the Services under this Agreement, Customer shall be responsible for payment of all Taxes and any related interest and/or penalties resulting from any payments made hereunder, unless Customer provides Augmedix with a valid tax exemption certificate authorized by the appropriate taxing authority.

7. TERM AND TERMINATION

- 7.1 Term. This Agreement shall commence on the Effective Date and shall continue until the expiration of the last surviving Service Order hereunder.
- 7.2 Termination for Cause. Either Party may terminate this Agreement or an individual Service Order upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; provided that the cure period for any default with respect to payment of Augmedix’ invoices shall be five (5) business days.
- 7.3 Rights and Obligations upon Expiration or Termination. Upon expiration or termination of the Agreement or a Service Order, as applicable, Customer’s and Authorized Users’ right to access and use the now-terminated Services shall immediately terminate. Customer and its Authorized Users shall immediately cease all use of the now-terminated Services and return all materials supplied by Augmedix thereunder. Upon expiration or termination of the Agreement, each Party shall return and make no further use of any Confidential Information, equipment (including the Content Capture

Device(s), as defined in the applicable Product Schedule) materials, or other items (and all copies thereof) belonging to the other Party. Augmedix may destroy or otherwise dispose of any Customer Data in its possession, except as prohibited by any applicable law, unless Augmedix receives, no later than ten (10) days after the effective date of the expiration or termination of this Agreement or Service Order, a written request for the delivery to Customer of the then-most recent backup of the Customer Data. Augmedix will use all reasonable efforts to deliver the backup to Customer within thirty (30) days of its receipt of such a written request. Customer shall pay all reasonable expenses incurred by Augmedix in returning Customer Data to Customer.

- 7.4 Survival. The rights and obligations of Augmedix and Customer contained in Sections 1 (“Definitions”), 2.5 (“Restrictions”), 2.7 (“Trial Subscriptions”), 3 (“Proprietary Rights”), 4 (“Confidentiality”), 5.1 (“Patient Confidentiality”), 6.1 (“Fees”), 7 (“Term and Termination”), 8 (“Warranties and Representations”), 9 (“Indemnification”), 10 (“Limitation of Liability”), 11 (“Acknowledgement”) and 12 (“General”) shall survive any expiration or termination of this Agreement.

8. WARRANTIES AND REPRESENTATIONS

- 8.1 Mutual Warranty. Each Party represents and warrants to the other that (i) it has the full power, right and authority to enter into this Agreement and to carry out its obligations herein, and (ii) neither the execution, delivery, nor performance of this Agreement will violate, conflict with, require consent under or result in any breach of any covenants or agreements by which such Party is bound.
- 8.2 Augmedix Warranty. Augmedix warrants that the Services will provide the functionality set forth in each Service Order and each Product Schedule applicable to the Services described in such Service Order, and the Services will be performed in a thorough and professional manner by Augmedix. As Customer’s sole and exclusive remedy and Augmedix’s entire liability for any breach of the foregoing warranty, Augmedix will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty.
- 8.3 Customer Warranty. Customer warrants that (i) it owns or has a license to use and has obtained all necessary consents and approvals for the provision and use of Customer Data that is placed on, transmitted via, or recorded by the Services; and (ii) it shall ensure that all Authorized Users comply with the terms and conditions of this Agreement and that Customer shall be liable for any violation of the terms and conditions of this Agreement by any Authorized User. Customer agrees that Augmedix may, upon notice to Customer, suspend or terminate access to all or part of the Services in the event that Augmedix reasonably determines that Customer or its Authorized Users have violated the terms and conditions of this Agreement.
- 8.4 Disclaimer. Customer assumes sole responsibility and liability for any conclusions drawn from the use of the Services. Augmedix shall have no liability for any claims, losses, or damage caused by errors or omissions in Customer’s Confidential Information (which, for the avoidance of doubt, includes Customer Data) or any other information provided to Augmedix by Customer in connection with the Services or any actions taken by Augmedix at Customer’s direction. EXCEPT AS EXPRESSLY PROVIDED IN **SECTIONS 8.1 AND 8.2**, AUGMEDIX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN **SECTION 8.2**, AUGMEDIX DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

AUGMEDIX FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. AUGMEDIX FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AUGMEDIX OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

- 8.5 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE IN **SECTION 8.4** MAY NOT APPLY.

9. INDEMNIFICATION

- 9.1 Indemnification by Customer. Customer will, at its expense, indemnify, defend and hold Augmedix and its officers, directors and employees harmless from any and all claims, suits, actions, proceedings brought by a third party against Augmedix and any liabilities, losses, damages and expenses resulting therefrom, including court costs and reasonable attorneys' fees, arising from: (a) gross negligence or willful misconduct of Customer or any of its employees, agents, or subcontractors in connection with the Services; (b) Customer or any Authorized User has used the Services in a manner that violates the terms of this Agreement; or (c) an Indemnity Exclusion (as defined below).
- 9.2 Indemnification by Augmedix. Augmedix will, at its expense, indemnify, defend and hold Customer and its successors, parents, subsidiaries, Affiliates, officers, directors, and employees harmless, from any and all claims, suits, actions, proceedings brought by a third party against Customer and any damages, liability or judgments resulting therefrom, including court costs and reasonable attorneys' fees, caused by: (a) the gross negligence or willful misconduct by Augmedix or any of its employees, agents, or subcontractors in providing the Augmedix Services; (b) Augmedix's material breach of the Business Associate Agreement; or (c) the infringement or misappropriation of any copyright or trade secret of a third party by Augmedix in performing the Services, provided that, Augmedix will have no liability for third party equipment or components, or to the extent such claim: (i) involves infringement that is attributable to any Customer-supplied designs or specifications; (ii) is based on modification or combination of any deliverables provided by Augmedix with any non-Augmedix hardware or software not contemplated by this Agreement, if the claim would have been avoided had such deliverables not been so modified or so combined; or (iii) to the extent it results from failure of Customer to use updated or modified versions of any deliverables provided by Augmedix for avoiding such a claim (the foregoing subsections (i)-(iii) are referred to collectively as an "**Indemnity Exclusion**"). In the event that Augmedix's right to provide the Services is enjoined or in Augmedix's reasonable opinion is likely to be enjoined, Augmedix may obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without penalty to Customer. THE FOREGOING STATES THE ENTIRE OBLIGATION OF AUGMEDIX AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.
- 9.3 Indemnification Procedures. A Party's obligation to indemnify the other Party will only arise if the indemnified Party: (a) promptly notifies the indemnifying Party in writing of the claim; (b) grants the indemnifying Party sole control of the defense and settlement of the claim; and (c) provides the indemnifying Party, at the indemnifying Party's expense, with all assistance, information and

authority reasonably required for the defense and settlement of the claim. The indemnifying Party shall not enter into any settlement that would limit the indemnified Party's rights under this Agreement, that would constitute an admission of liability by the indemnified Party or that would impose any obligations on the indemnified Party without the indemnified Party's express prior written consent. The indemnified Party reserves the right to retain counsel of its own choosing and at its own expense to participate in the defense and settlement of such claim without affecting any of the indemnifying Party's indemnification obligations set forth herein.

9.4 Exclusions. This Section 9 will not apply to the extent the underlying Claim arises from (a) the indemnified Party's (a) breach of the Agreement, or (b) negligence or a more culpable act or omission, including recklessness or willful misconduct.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

FOR THE AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 10 SHALL NOT APPLY TO, OR IN ANY WAY LIMIT, THE LIABILITY OF EITHER PARTY FOR CLAIMS ARISING FROM GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR CLAIMS FOR WHICH LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

The liabilities or obligations of Customer with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of Customer and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California. California Health and Safety Code Section 101853(g).

11. ACKNOWLEDGEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED IN **SECTION 10** AND ELSEWHERE IN THIS AGREEMENT HAVE BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES AND REPRESENT THE PARTIES' AGREEMENT BASED UPON THE PERCEIVED LEVEL OF RISK ASSOCIATED WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT, AND THE PAYMENTS MADE HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT (A) THE PROVISIONS HEREOF THAT LIMIT LIABILITY, DISCLAIM WARRANTIES OR EXCLUDE CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR REMEDIES SHALL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND SHALL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH HEREUNDER, AND (B) ALL LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS OF CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR REMEDIES SHALL REMAIN FULLY VALID, EFFECTIVE AND ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, EVEN UNDER CIRCUMSTANCES THAT CAUSE AN EXCLUSIVE REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

12. GENERAL

- 12.1 Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in the state of California. Augmedix and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in those courts in any such legal action or proceeding.
- 12.2 Publicity and Logos Customer agrees that Augmedix may use the name and logo(s) of Customer and/or quotes and testimonials regarding the Services in connection with and as part of marketing and investor relations, unless a written notice is sent regarding the non-use of the name and logo(s) of Customer. Further, Augmedix may issue a press release or other public statement or disclosure, including on its website, regarding the fact that the parties have entered into an agreement.
- 12.3 Waiver. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 12.4 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (a) when sent by facsimile confirmed by registered or certified mail; (b) five (5) working days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) working day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth above or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this **Section 12.4**.
- 12.5 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 12.6 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such Party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such Party continues to use commercially reasonable efforts to resume performance. A Party affected by a Force Majeure Event must notify the other party, and such other party may terminate the Agreement or applicable Service Order if the affected party is unable to recommence performance within thirty (30) days of the start of the Force Majeure Event.
- 12.7 Compliance with Laws. Each Party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.
- 12.8 Relationship between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither Party will have the

power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

- 12.9 Assignment/Successors. Neither Party may assign or transfer this Agreement, in whole or in part, without the other Party's written consent except in the event of a Change of Control (as defined below). Any attempted assignment or transfer in violation of this **Section 12.9** will be null and void. "**Change of Control**" means, with respect to a Party: (a) the direct or indirect acquisition of either (i) the majority of voting stock of such Party or (ii) all or substantially all of the assets of such Party, by another entity in a single transaction or a series of transactions; or (b) the merger of such Party with another entity. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of the successors and permitted assigns of the parties.
- 12.10 Entire Agreement. This Agreement, together with the exhibits hereto, constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.
- 12.11 Non-Exclusive Remedies. Except as set forth in **Section 8.2** and **Section 9.2**, the exercise by either Party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
- 12.12 Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.
- 12.13 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third Party. Only the parties to this Agreement may enforce it.
- 12.14 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.
- 12.15 Headings. The headings in this Agreement are for the convenience of reference only and have no legal effect.

In Witness Whereof, the Parties have caused this Agreement to be signed as of the Effective Date by their duly authorized representatives.

CUSTOMER

AUGMEDIX OPERATING CORP.

Signature: _____

Signature: _____

Name: Phil McLaughlin

Name: _____

Title: Chairman, Board of Govenors

Title: _____

Date: January 15, 2025

Date: _____

REVIEWED ONLY
NOT APPROVED AS TO FORM

By *Shannon Hochstein*
Kern County Hospital Authority

EXHIBIT A-1
AUGMEDIX LIVE PRODUCT SCHEDULE

1. DEFINITIONS

- 1.1 **“Augmedix Live”** means the virtual, real-time medical documentation assistance and live clinical support Service provided to Customer and its Authorized Users by Medical Documentation Specialist(s) via a Content Capture Device(s) and the accompanying Augmedix Application, including any associated software or tools.
- 1.2 **“Customer Facility(-ies)”** means the certain designated Customer facility or facilities identified in the applicable Service Order.
- 1.3 **“Content Capture Device(s)”** means that/those certain smartphone(s) or other wearable device(s) provided by Augmedix to Customer during the Subscription Term to enable Augmedix Live on behalf of Customer’s Authorized Users.
- 1.4 **“Medical Documentation Specialist” (“MDS” or “MDSs”)** means an Augmedix-supplied individual who provides virtual medical documentation assistance for an Authorized User.

2. IMPLEMENTATION SERVICES

- 2.1 Authorized User Selection. To the extent practicable, Customer’s designated Authorized Users should be identified in the applicable Service Order. To the extent not identified in the Service Order (or in the event Customer desires to swap an Authorized User), Customer shall provide a list of its selected Authorized Users to Augmedix no later than thirty (30) days prior to the first day Augmedix produces live patient notes for one or more Authorized Users. Augmedix will provide rolling guidance on the target Launch Date (as defined in Section 3.2 below) for each Authorized User. Customer may swap one Authorized User for another Authorized User prior to the applicable Launch Date; provided, however, if Customer swaps one Authorized User for another less than fifteen (15) days prior to the Launch Date (as defined below), Customer shall pay a swap fee, as specified in the applicable Service Order (**“Swap Fee”**).
- 2.2 Kick-off Call. Augmedix will initiate and conduct a kick-off call with Customer to collect Authorized Users’ preferences, discuss workflow and coordinate appropriate access to the electronic health record system (**“Customer EHR”**).
- 2.3 Technical Site Evaluation and Network Infrastructure Setup. Augmedix’s Site Connectivity Recommendations and Best Practices are set forth on Schedule 1 hereto. Prior to deploying Augmedix Live for each Authorized User, Augmedix will, as appropriate, assist with performance of a wireless network assessment on a mutually agreed upon date. If Augmedix determines Customer’s network infrastructure fails to support Augmedix Live for an Authorized User, Customer shall be responsible for the cost of any remediation necessary to enable its wireless network infrastructure to support Augmedix Live. Alternatively, Augmedix may, subject to a viability assessment and Customer’s approval, deliver Augmedix Live via mobile broadband technology. Augmedix will provide mobile broadband coverage free of charge for a period of three (3) months following the launch of Customer’s initial cohort of Authorized Users (so that Customer may remediate any wireless network issues); thereafter, mobile broadband coverage will be provided for an additional monthly charge, as specified in the applicable Service Order.

- 2.4 Ramp-up. Augmedix will coordinate and manage the ramp-up of Augmedix Live in order to facilitate the relationships between Authorized Users and their MDSs. During this ramp-up period, Augmedix will provide training to the Authorized User(s) and for one or more MDS(s) working with the Authorized User(s) such that such MDS(s) are able to satisfactorily complete notes for patient visits for such Authorized Users.

3. AUGMEDIX LIVE SOLUTION

- 3.1 Augmedix Live. Commencing on the effective date of the applicable Service Order and continuing for the remainder of the Subscription Term of such Service Order, Augmedix will provide Augmedix Live as specified herein and in the applicable Service Order. Utilizing their Content Capture Devices, Authorized Users will connect and use the Augmedix Application to send a secure audio/video feed of the clinician-patient encounter to an MDS, who will view the encounter and utilize Augmedix's proprietary tools to prepare the draft medical documentation. Augmedix will then upload the medical documentation into the Customer EHR, in pending status, awaiting the Authorized User's review, finalization and approval. Authorized User's shall be ultimately responsible for the content of any medical documentation prepared by Augmedix on an Authorized User's behalf. Augmedix shall ensure that all MDSs comply with the terms and conditions of all agreements between Customer and third parties relating to the use of the Customer EHR. Customer may access and use Augmedix Live solely for its internal business purposes, and such access and use is expressly limited to the number of Authorized Users for which Customer has paid Fees in accordance with the applicable Service Order.
- 3.2 Service Phase. The service phase ("**Service Phase**") consists of ongoing virtual, real-time medical documentation assistance and live clinical support by Augmedix-supplied MDSs on behalf of Customer's designated Authorized Users. The Service Phase will commence on the first day Augmedix produces live patient notes, on an Authorized User-by-Authorized User basis (each a "**Launch Date**") and continue for the remainder of the Subscription Term of the applicable Service Order.
- 3.3 Seat Transfers. Authorized User's Augmedix Live Subscriptions may not be shared or used by more than one individual Authorized User; however, Authorized User Subscriptions may be transferred at no cost to new Authorized Users replacing individuals who will no longer use the Service, provided that all of the following criteria are satisfied: (i) the new Authorized User practices the same specialty, (ii) Customer notifies Augmedix of the transition to the new Authorized User no later than thirty (30) days prior to the terminating Authorized User's last day of Service; and (iii) the new Authorized User's Launch Date is not more than thirty (30) days after the terminating Authorized User's last day of Service. In the event the foregoing criteria are not met, standard Implementation Fees will apply to the new Authorized User.

4. PROVISION OF HARDWARE

- 4.1 Content Capture Devices. The Content Capture Devices and other hardware or materials provided for the purpose of Augmedix Live are owned (or Leased) by Augmedix. Augmedix shall be responsible for ensuring the availability and functionality of sufficient Content Capture Devices to provide the Services pursuant to a Service Order. In the event Customer desires supplementary Content Capture Device(s) to service additional Customer Facilities, Customer shall pay a monthly fee for such additional Customer Facilities, as specified in the applicable Service Order. Subject to Customer's

compliance with this Section 4, the acquisition, installation, configuration, and maintenance of the Content Capture Devices, including installation of all updates and other upgrades to the Augmedix Application, will be solely the responsibility of Augmedix.

- 4.2 Customer Responsibilities. Customer shall ensure that Authorized Users: (a) maintain the Content Capture Devices in good repair, condition and working order; and (b) use the Content Capture Devices in accordance with the applicable user manual(s) and guidelines provided from time to time by Augmedix. Upon receipt of the Content Capture Devices, Customer shall bear the entire risk of loss, damage, theft, or destruction of the Content Capture Devices or any part thereof, from any and every cause whatsoever, which shall occur prior to the return of the Content Capture Devices to Augmedix, excluding reasonable wear and tear.
- 4.3 Maintenance. In the event any Content Capture Device breaks or functions incorrectly, due to no fault of Customer, Augmedix shall use commercially reasonable efforts to repair or replace such device as soon as reasonably practicable.
- 4.4 Prohibitions Related to Content Capture Device. Customer shall not: (a) sublease any of the Content Capture Devices; (b) create or incur, or permit to exist, any lien or encumbrance with respect to any of the Content Capture Devices; (c) load any software other than the Augmedix Application provided by Augmedix onto any Content Capture Device; (d) disable any protective safeguards; or (e) use the Content Capture Devices outside of the approved Customer Facilities or for any purposes other than those set forth in this Agreement.
- 4.5 Return. Upon the termination or expiration of the applicable Subscription Term or Agreement, Customer will disconnect, package and return the Content Capture Devices to Augmedix in the same condition as when delivered to Customer, ordinary wear and tear excepted. To the extent that any Content Capture Device is damaged or not returned for any reason, Augmedix may invoice Customer its reasonable costs for repair or replacement of such Content Capture Device, and Customer shall promptly pay such costs within thirty (30) days of receiving such invoice.

5. CUSTOMER OBLIGATIONS

- 5.1 IT, Telecommunications and Internet Services. Customer acknowledges and agrees that Customer's and its Authorized Users' use of Augmedix Live is dependent upon access to telecommunications and internet services meeting certain minimal site connectivity requirements. Except for the Content Capture Device(s) and the Augmedix Application, Customer shall be solely responsible for acquiring and maintaining all telecommunications, internet services, and other hardware and software required to access and use Augmedix Live, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Augmedix shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.
- 5.2 Access. At no cost to Augmedix, Customer shall provide Augmedix (and any of its third-party MDS suppliers) with appropriate access and related credentials for use of the Customer EHR, and any other required Customer Materials, as necessary for Augmedix to provide Augmedix Live to Customer. Customer must provide all credentials and permissions necessary for Augmedix personnel to access the Customer EHR within two (2) weeks of Augmedix's written request. If credentials are not provided within two (2) weeks of Augmedix's written request, Augmedix cannot guarantee

Service and reserves the right to delay Customer's Launch Date until appropriate Customer EHR credentials can be provided by Customer.

- 5.3 Patient Education and Consent. Customer shall: (a) inform each patient, prior to an Authorized User's use of Augmedix Live with such patient, of the function, extent, and purpose of Augmedix Live and utilization of audio/video equipment by means of the Content Capture Device in accordance with all applicable laws and regulations; and (b) obtain the patient's consent, to the extent required under applicable laws and regulations, for the Authorized User to use Augmedix Live. Without limiting the foregoing, Customer may utilize patient education materials, including FAQs, provided by Augmedix ("**Education Materials**"). If Customer chooses to utilize the Education Materials, Customer agrees not to make any material changes to the Education Materials without Augmedix's prior written consent.
- 5.4 Scheduling. Fourteen (14) days prior to the Launch Date for the applicable Authorized User and the start of each month thereafter, Customer shall input a daily schedule for each Authorized User for each day of the following month in the Customer EHR or other Customer scheduling software ("**Daily Schedule**"). The Daily Schedule will be used by Augmedix to staff MDSs for Augmedix Live. If Customer does not notify Augmedix fourteen (14) days in advance of clinic, Augmedix cannot guarantee MDS availability.
- 5.4.1 Customer must provide fourteen (14) days' written notice in advance of any material Daily Schedule change. If less than fourteen (14) days' written notice is received, Augmedix will make good faith efforts, but does not guarantee, to accommodate such requests.
- 5.4.2 MDS Breaks. Notwithstanding the Daily Schedule, Customer shall provide, and ensure that its Authorized Users provide, MDSs with reasonable breaks during each clinical shift, but no less than the breaks required by law in the jurisdiction from which the MDSs are providing the Services.
- 5.4.3 Vacations/Leave of Absence. Customer shall continue to pay an Authorized User's monthly Subscription Fees, as set forth in the applicable Service Order, in the event of a vacation and/or leave of absence of two (2) consecutive calendar weeks or less. In the event Customer desires to suspend Services for an Authorized User for more than two (2) consecutive calendar weeks, Augmedix will hold the MDS assigned to such Authorized User during his/her absence, provided that Customer provides thirty (30) days' notice of such suspension and pays the monthly minimum fee set forth in the applicable Service Order ("**Suspension Fee**"). In the event Customer elects not to, or fails to pay the Suspension Fee, Augmedix reserves the right to reallocate the MDS assigned to such Authorized User.
- 5.5 EHR Transitions. In the event Customer transitions from one EHR system to another EHR system, Customer shall provide at least sixty (60) days' written notice to Augmedix. The parties shall negotiate reasonably and in good faith to agree upon the details of a project plan for the transition. The failure to provide Augmedix with the required notice or to abide by the agreed-upon project plan for an EHR transition may negatively impact the continuity of the Services. Subject to the foregoing, transition services will be provided by Augmedix and paid for by Customer on a time and cost basis.

**Schedule 1 to Exhibit A-1
Site Connectivity Recommendations and Best Practices**

1. **Internet Service Provider**
 - a. **Required:** Cable or Fiber internet connectivity
 - b. **Recommended:**
 - Maximum latency of 150ms from Augmedix device outbound to Augmedix service
 - Jitter under 30ms
 - Packet loss under 1%
2. **Wireless Infrastructure**
 - a. **Required Configuration for Augmedix Services**
 - Access Point (AP) model offers 802.11n or greater
 - Wireless design optimized for VoIP coverage
 - No two neighboring APs broadcasting on the same channel (co-channel interference)
 - -65 dBm RSSI in all locations
 - 25 dBm Signal to Noise Ratio (SNR) in all locations
 - WPA2 PSK (AES) or WPA2 PEAP authentication
 - PMK Key Caching enabled (CCKM also acceptable)
 - DHCP required
 - No 40 MHz channel width on the 2.4 GHz band
 - Low data rates disabled (12 Mbps as the minimum)
 - QoS enabled for Augmedix SSID & WLAN at the highest priority (platinum/voice)
 - b. **Recommended Configuration for higher quality Augmedix Services**
[Required Configuration + Items Listed Below]
 - PMK Key Caching enabled (CCKM also acceptable)
 - DFS channels avoided (prevents dropped client connections during AP radio reset caused by channel change)
 - No 80 MHz channel width on 5GHz
 - 802.11r enabled (Fast Transition)
 - 802.11k enabled (AP Roaming Decisions)
 - All APs in a single building on the same model
 - AP power levels tuned with RRM-TPC (or equivalent) and locked in place
 - AP channels tuned with RRM-DCA (or equivalent) and locked in place
 - Band-specific SSIDs available for use
3. **Available Bandwidth:** 128 Kbps upload and download bandwidth of 10 Kbps for each provider. On a shared SSID, a minimum of 256 Kbps upload and 48Kbps download bandwidth for each provider.
 - 1 provider – 128 Kbps up and 10 Kbps down on a dedicated SSID or VLAN
 - 10 simultaneous providers – 1.28 Mbps up / 100 Kbps down
 - 100 simultaneous providers – 12.8 Mbps up / 1 Mbps down
4. **Quality of Service and Firewall Services and Ports**
 - VoIP quality of service with the highest priority available
 - DSCP [value of 46(EF)] configuration applied to switches to support wireless QoS
 - Enable on the firewall, all outbound originated Augmedix network traffic, the requirements of which will be provided by Augmedix separately.

EXHIBIT A-2
AUGMEDIX GO PRODUCT SCHEDULE

1. DEFINITIONS

- 1.1. **“Augmedix Go Mobile App”** means the ambient AI Augmedix Application made available through an authorized third-party app store (such as Apple’s App Store) or from such source otherwise authorized by Augmedix, solely in object code format and including all Updates thereto.
- 1.2. **“Content Capture Device(s)”** means an iPhone 12 or later (operating on iOS15 or later) or other mobile or wearable device designated by Augmedix as compatible with the Augmedix Go Mobile App.
- 1.3. **“Customer Portal”** means the Augmedix-managed web application where Authorized Users may (i) review draft notes and copy and paste such draft notes into the patient’s chart in the Customer EHR, and (ii) as applicable, store templates, macros and smartsets for use by an Authorized User in the Augmedix Go Mobile App.
- 1.4. **“Medical Documentation Specialist” (“MDS” or “MDSs”)** means an Augmedix-supplied individual who provides virtual medical documentation support and editing for notes generated using the Augmedix Go Mobile App.
- 1.5. **“Note Upload Assistance”** means the note upload assistance add-on Service provided by Augmedix in which an Augmedix-supplied MDS will transfer notes generated within the Augmedix Go Mobile App from the Customer Portal to the Customer EHR, in pending status, for an Authorized User’s review, finalization and approval.
- 1.6. **“Update”** means a modification, enhancement, update, upgrade or other change to the Augmedix Go Mobile App or Customer Portal.

2. SUBSCRIPTIONS; ACCOUNT SETUP

- 2.1. **Subscriptions.** Unless otherwise provided in the applicable Service Order, (a) the Services and access to the Augmedix Go Mobile App are purchased as Subscriptions for the term stated in the applicable Service Order, (b) Subscriptions for additional Augmedix Go Services or service enhancements may be added during a Subscription Term at the same pricing as the underlying Subscription pricing, prorated for the portion of the Subscription Term remaining at the time the Subscriptions are added or enhanced, and (c) any added subscriptions will terminate on the same date as the underlying Subscriptions.
- 2.2. **Access Credentials.** Following the execution of a Service Order, Augmedix will provide Customer with access credentials via email that will allow Authorized Users to log-in to the Augmedix Go Mobile App and Customer Portal. Customer will not provide the access credentials to any third party, and will not, directly or indirectly, permit or allow any unauthorized access to or use of the Augmedix Go Mobile App or Customer Portal.
- 2.3. **Seat Transfers.** Authorized User Subscriptions may not be shared or used by more than one individual Authorized User; however, Authorized User Subscriptions may be transferred at no cost to new Authorized Users replacing individuals who will no longer use the Service.

3. AUGMEDIX GO

- 3.1.** License to Augmedix Go. Subject to Customer's compliance with the terms and conditions contained in the Agreement and this Product Schedule, as well as any restriction on the number of Authorized Users set forth in any Service Order, Augmedix grants to Customer a non-exclusive, non-transferable (except as set forth in Section 12.9 of the Agreement), non-sublicensable, limited right to download and install copies of the Augmedix Go Mobile App and to allow the number of Authorized Users set forth in the applicable Service Order to access and use the Augmedix Go Service in accordance with the Documentation during the applicable Subscription Term. Unless expressly provided otherwise, Augmedix will be responsible for: (i) hosting, operating, maintaining, and supporting the Augmedix Go Mobile App; (ii) providing standard support at no additional charge (and/or specialized support if identified on a Service Order); (iii) making available and implementing upgrades, enhancements, and error corrections to the Augmedix Go Mobile App when such upgrades, enhancements or error corrections are generally made available. Customer and its Authorized Users may access and use Augmedix Go solely for its internal business and shall comply with all Documentation related to the use of the Augmedix Go Services. Customer's Authorized User shall be responsible for review and approval of all content generated using the Augmedix Go Mobile App and, except as otherwise set forth herein, uploading finalized patient notes into the patient's chart in the Customer's Electronic Health Record ("**Customer EHR**").
- 3.2.** Note Delivery.
- 3.2.1.** EHR Integration; Customer Portal. Customer acknowledges and understands that the Augmedix Go Mobile App is best used with integration to the Customer EHR, as integration enables certain enhanced features. By executing a Service Order for Augmedix Go Services, Customer acknowledges that Augmedix may require EHR integration to deliver the Services, and in such event, Customer agrees to (i) allow and provide reasonable assistance to Augmedix in connection with setting up the integration of Augmedix Go with the Customer EHR and (ii) execute any authorizations or consents reasonably requested by the Customer's EHR vendor to enable Augmedix to send, receive, or exchange Customer Data between the Customer EHR and the Augmedix Go Mobile App or other necessary third party system(s). In the event integration is not possible or practicable, Customer may still use Augmedix Go by utilizing the Customer Portal to copy-and-paste notes generated in the Augmedix Go Mobile App to the Customer EHR. Customer understands, however, that in such case, certain enhanced features for Augmedix Go may not be available.
- 3.2.2.** Note Upload Assistance. If EHR integration is not established, Customer and its Authorized Users may opt to use Note Upload Assistance for an additional monthly fee. To facilitate Note Upload Assistance, Customer shall, as appropriate, and at no cost to Augmedix, provide Augmedix and its affiliates with appropriate access and related credentials for use of the Customer EHR as soon as reasonably practicable. Augmedix cannot commence Note Upload Assistance services until appropriate Customer EHR credentials are provided by Customer.
- 3.3.** Authorized User Preferences. Authorized Users may provide templates, macros and smartsets to Augmedix for upload to the Customer Portal.
- 3.4.** Use of the Documentation. Subject to the terms and conditions of this Agreement, Augmedix grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.9 of the Agreement) right during the Subscription Term of the applicable Service Order to

reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Augmedix Go Mobile App and Customer Portal.

- 3.5. Updates. Augmedix may provide Customer with Updates to the Augmedix Go Mobile App and Customer Portal from time to time during the term of the Agreement. Augmedix will make individual Updates available to Customer at the same time as they are generally made available to Augmedix's other customers. Customer shall be responsible for monitoring and ensuring the download of all Updates for the Augmedix Go Mobile App.
- 3.6. Compliance with Laws; Patient Consent. Customer will use the Augmedix Go Mobile App and Customer Portal in compliance with all applicable laws and regulations. Customer understands and acknowledges that use of the Augmedix Go Mobile App involves the utilization of audio recording to capture and generate a transcript of the patient-provider interaction. To the extent required under applicable law, Customer shall be responsible for obtaining any patient consent necessary for the use of the Augmedix Go Mobile App.
- 3.7. Application Updates; Protection Against Unauthorized Use. Customer shall ensure the Augmedix Go Mobile App is operating with the most recent Update(s) prior to use of Augmedix Go. Customer will be responsible for Authorized User's use of the Augmedix Go Mobile App and Customer Portal and the secure maintenance of log-in credentials for its accounts. Customer will use reasonable efforts to prevent any unauthorized use of the Augmedix Go Mobile App and Customer Portal and immediately notify Augmedix in writing of any unauthorized use that comes to Customer's attention. Customer will cooperate and assist with any actions taken by Augmedix to investigate and prevent or terminate unauthorized use of the Augmedix Go Mobile App or Customer Portal.
- 3.8. Customer Systems; IT, Telecommunications and Internet Services. Customer is solely responsible for ensuring that its IT systems meet the requirements of the Augmedix Go Mobile App. Customer acknowledges and agrees that Customer's and its Authorized Users' use of Augmedix Go is dependent upon access to telecommunications and/or internet services meeting certain minimal site connectivity requirements. Customer shall be solely responsible for acquiring and maintaining all telecommunications, internet services, and other hardware and software required to access and use Augmedix Go, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Augmedix shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.
- 3.9. Technical Support. Augmedix will provide technical support to Customer by telephone and email in response to requests for assistance. Any requirements and processes for escalation and reporting will be mutually agreed upon between the parties.

4. AUGMEDIX GO ASSIST

- 4.1. Augmedix Go Assist Service Enhancement. Customer may, on an Authorized User-by-Authorized User basis, upgrade its Augmedix Go Subscription to Augmedix Go Assist for an additional monthly fee. With Augmedix Go Assist, Augmedix will supply an MDS who will review the recording of the patient encounter and edit content generated in the Augmedix Go Mobile App using Augmedix's Notebuilder Platform to ensure accuracy and completeness of the medical documentation. Authorized Users shall remain ultimately responsible for the content of any medical documentation edited by an MDS on an Authorized User's behalf.

- 4.1.1.** Clinic Schedule. To facilitate Augmedix Go Assist, Authorized Users must ensure their clinic schedule is communicated to Augmedix at least seven (7) days in advance of the applicable clinic day. The clinic schedule will be used by Augmedix to staff MDSs for Augmedix Go Assist. If Customer does not notify Augmedix seven (7) days in advance of clinic, Augmedix cannot guarantee MDS availability.

5. HARDWARE

- 5.1.** Hardware Selection. Subject to the applicable terms set forth below, Customer and its Authorized Users may choose to use, on an Authorized User-by-Authorized User basis, (a) Customer-owned and managed Content Capture Devices or, (b) for an additional monthly charge, as set forth in the applicable Service Order, Augmedix-supplied Content Capture Devices.
- 5.2.** Customer-Owned and Managed Content Capture Device. Customer shall be responsible for the configuration and security of any Customer-owned and managed Content Capture Devices on which the Augmedix Go Mobile App is installed. Customer shall implement reasonable security controls, including but not limited to, a passcode to access the Content Capture Device. Augmedix shall not be responsible for the security of Customer-owned and managed Content Capture Devices; Customer accepts sole and exclusive risk and liability with respect to the security of its Content Capture Devices.
- 5.3.** Augmedix-Supplied Content Capture Devices. This section only applies where Augmedix has agreed to provide an Augmedix-supplied Content Capture Device in connection with an Authorized User's Subscription. Augmedix-supplied Content Capture Devices and other hardware or materials are owned (or Leased) by Augmedix. Augmedix shall be responsible for ensuring the availability and functionality of Augmedix-supplied Content Capture Devices as necessary to provide the Services pursuant to a Service Order. Subject to Customer's compliance with this Section 5.3, the acquisition, installation, configuration, and maintenance of the Content Capture Devices, including installation of all updates and other upgrades to the Augmedix Go Mobile App, will be solely the responsibility of Augmedix.
- 5.3.1.** Customer Responsibilities. Customer shall ensure that Authorized Users: (a) maintain Augmedix-supplied Content Capture Devices in good repair, condition and working order; and (b) use the Augmedix-supplied Content Capture Devices in accordance with the applicable user manual(s) and guidelines provided from time to time by Augmedix. Upon receipt of Augmedix-supplied Content Capture Devices, Customer shall bear the entire risk of loss, damage, theft, or destruction of the Content Capture Devices or any part thereof, from any and every cause whatsoever, which shall occur prior to the return of the Augmedix-supplied Content Capture Device(s) to Augmedix, excluding reasonable wear and tear.
- 5.3.2.** Maintenance. In the event any Augmedix-supplied Content Capture Device breaks or functions incorrectly, due to no fault of Customer, Augmedix shall use commercially reasonable efforts to repair or replace such device as soon as reasonably practicable.
- 5.3.3.** Prohibitions Related to Augmedix-Supplied Content Capture Devices. Customer shall not: (a) sublease any of the Content Capture Devices; (b) create or incur, or permit to exist, any lien or encumbrance with respect to any of the Content Capture Devices; (c) load any software other than the Augmedix Go Mobile App provided by Augmedix onto any Content Capture Device; or (d) disable any protective safeguards.

5.3.4. Return. Upon the termination or expiration of the applicable Subscription Term or Agreement, Customer will disconnect, package and return the Content Capture Devices to Augmedix in the same condition as when delivered to Customer, ordinary wear and tear excepted. To the extent that any Augmedix-supplied Content Capture Device is damaged or not returned for any reason, Augmedix may invoice Customer its reasonable costs for repair or replacement of such Content Capture Device, and Customer shall promptly pay such costs within thirty (30) days of receiving such invoice.

6. DATA

6.1. Collection of Usage Data. In accordance with Section 3.3 of the Agreement, Customer agrees and acknowledges that the Augmedix Go Mobile App automatically logs all user activity conducted on the Augmedix Go Mobile App (i.e., "Usage Data"), and Augmedix owns all right, title and interest in and to such Usage Data. Augmedix will not publicly disclose any Usage Data in a manner that would be reasonably likely to identify Customer as being the source of such Usage Data.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**BAA**”) is entered into by and between the Kern County Hospital Authority on behalf of Kern Medical Center (“**Covered Entity**”) and Augmedix Operating Corp. (“**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”), effective as of _____ (the “**Effective Date**”).

RECITALS

WHEREAS, Covered Entity is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, (“**HIPAA**”), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”), including, without limitation, the regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“**HIPAA Rules**”);

WHEREAS, Business Associate performs Services for or on behalf of Covered Entity, and in performing said Services, Business Associate creates, receives, maintains, or transmits Protected Health Information (“**PHI**”);

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI Disclosed by Covered Entity to Business Associate, or received or created by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) (the “**HITECH Act**”) and its implementing regulations and guidance issued by the Secretary; and

WHEREAS, the Privacy and Security Rules (defined below) require Covered Entity and Business Associate to enter into a BAA that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 “**Breach**” shall have the meaning given under [45 C.F.R. § 164.402](#).
- 1.2 “**Breach Notification Rule**” shall mean the Breach Notification for Unsecured Protected Health Information interim final rule at 45 C.F.R. Parts 160 and 164, Subpart D, as may be amended from time to time.
- 1.3 “**Designated Record Set**” shall have the meaning given such term under [45 C.F.R. § 164.501](#).

1.4 “**Disclose**” and “**Disclosure**” mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in [45 C.F.R. § 160.103](#).

1.5 “**Electronic PHI**” or “**e-PHI**” means PHI that is transmitted or maintained in electronic media, as set forth in [45 C.F.R. § 160.103](#).

1.6 “**Protected Health Information**” and “**PHI**” mean any information created, received or maintained by Business Associate on behalf of Covered Entity, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) shall have the meaning given to such term under the Privacy Rule at [45 C.F.R. § 160.103](#). Protected Health Information includes e-PHI.

1.7 “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended from time to time.

1.8 “**Security Rule**” shall mean the Security Standards at 45 C.F.R. Parts 160 and 164, Subparts A and C, as may be amended from time to time.

1.9 “**Services**” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associate which may be in effect now or from time to time (the “**Underlying Agreement**”), or, if no such agreements are in effect, then the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in [45 C.F.R. § 160.103](#).

1.10 “**SubContractor**” shall have the meaning given to such term under [45 C.F.R. § 160.103](#).

1.11 “**Unsecured PHI**” shall have the meaning given to such term under [42 U.S.C. § 17932\(h\)](#), [45 C.F.R. § 164.402](#), and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.12 “**Use**” or “**Uses**” mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in [45 C.F.R. § 160.103](#).

1.13 “**Workforce**” shall have the meaning given to such term under [45 C.F.R. § 160.103](#)

Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in HIPAA or the HITECH Act, as applicable.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the Privacy Rule if so Used or Disclosed by Covered Entity, except that Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached. Business Associate may perform Services, including Data Aggregation for the Health Care Operations purposes of Covered Entity and de-identification of PHI in accordance with 45 C.F.R. § 164.514, if required by any Underlying Agreement or with the advance written permission of Covered Entity.

2.2 Adequate Safeguards of PHI. Business Associate shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and shall comply with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.3 Reporting Non-Permitted Use or Disclosure.

2.3.1 Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or SubContractors that is not specifically permitted by this BAA no later than five (5) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such ineffective Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI and shall provide a summary of its investigation and risk assessment to Covered Entity. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.3.1. Subject to the limitation of liability set forth in the Underlying Agreement, Business Associate shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such Security Incident or non-permitted disclosure. If Business Associate, in its review of this initial report, determines that such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.3.2 below.

2.3.2 Breach of Unsecured PHI. If Business Associate or Covered Entity determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than five (5) business days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HIPAA Rules with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Subject to the limitation of liability set forth in the Underlying Agreement, Business Associate shall reimburse Covered Entity for its reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and reasonable and actual costs of mitigating the harm within Business Associate's discretion or as directed by a governmental agency. for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.3.3 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Sections 2.3.1 and 2.3.2, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach known to Business Associate of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, would trigger an obligation under applicable state security breach notification laws ("State Breach") to notify the individuals who are the subject of the information. Subject to the limitation of liability set forth in the Underlying Agreement, Business Associate agrees to reasonably: (i) cooperate and assist Covered Entity with any investigation into any State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach conducted by a state agency or Attorney General; (iii) comply with Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by any State agency to notify individuals impacted or potentially impacted by a State Breach.

2.4 Mitigation. Subject to the limitation of liability set forth in the Underlying Agreement, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 Use of SubContractors. Business Associate shall require each of its SubContractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such SubContractors substantially the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.6 Access to Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) calendar days of a request by Covered Entity, Business Associate shall make the PHI it maintains (or which is maintained by its SubContractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an Individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered

Entity to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within five (5) business days of receipt of a request for access to PHI from an Individual.

2.7 Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a request by Covered Entity, Business Associate shall amend the PHI it maintains (or which is maintained by its SubContractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of receipt of a request for amendment of PHI from an Individual.

2.8 Accounting. Within thirty (30) business days of receipt of a request from Covered Entity or an Individual for an accounting of disclosures of PHI, Business Associate and its SubContractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within five (5) business days of receipt of a request by an Individual or other requesting party for an accounting of disclosures of PHI from an Individual.

2.9 Delegated Responsibilities. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.10 Availability of Internal Practices, Books, and Records to Government. To the extent required under HIPAA Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity promptly available for inspection and copying to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the HIPAA Rules.

2.11 Minimum Necessary. Business Associate (and its SubContractors) shall, to the extent practicable, limit its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

2.12 Acknowledgement. Business Associate acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA, the HITECH Act, and the HIPAA Rules. Business Associate shall comply with all applicable state privacy and security laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity's Obligations.

3.1.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

3.1.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

3.1.3 In the event Covered Entity agrees with an Individual to any restrictions on Use or Disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or if Covered Entity determines that it is obligated to accommodate a reasonable request of an Individual to receive communications of PHI pursuant to 45 C.F.R. § 164.522(b), Covered Entity promptly shall notify Business Associate of the same, as well as any revocation or modification of the same, and Business Associate thereupon shall observe such restriction or accommodation (or revocation or modification, if any, thereof) to the extent applicable to its Use or Disclosure of PHI hereunder, notwithstanding any other provision hereof, except as otherwise required by law.

3.1.4 Covered Entity agrees to obtain any consent or authorization that may be required under HIPAA or any other applicable law and/or regulation prior to furnishing Business Associate with PHI.

3.1.5 Covered Entity shall not request Business Associate to make any Use or Disclosure of PHI that would not be permitted under HIPAA if made by Covered Entity. Covered Entity agrees to fulfill its obligations under this BAA in a timely manner.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Section 4.1, the term of this BAA shall be the term of any Underlying Agreement.

4.2 Termination of Underlying Agreement.

4.2.1 A breach by Business Associate of any provision of this BAA shall constitute a material breach of the Underlying Agreement and shall provide grounds for immediate termination of the Underlying Agreement if such breach cannot be cured, notwithstanding any provision in the Underlying Agreement to the contrary notwithstanding.

4.2.2 Covered Entity may terminate the Underlying Agreement, effective immediately, if: (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

4.3 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

4.3.1 Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within thirty (30) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may terminate this BAA and any Underlying Agreement upon thirty (30) calendar days written notice to Business Associate; or

4.3.2 Upon thirty (30) calendar day written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured.

4.4 Disposition of Protected Health Information Upon Termination or Expiration.

4.4.1 Upon termination or expiration of this BAA and upon Covered Entity's written request, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe.

4.4.2 If return or destruction is not feasible, Business Associate shall: (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Sections 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE V MISCELLANEOUS

5.1 Regulatory References. A reference in this BAA to a section or other part of HIPAA, the HIPAA Rules, or the HITECH Act means, as of any point in time, the section or part as it may be amended or in effect at such time.

5.2 Amendment. The Parties agree to take such reasonable action as is necessary to amend this BAA from time to time as necessary for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Rules, or the HITECH Act.

5.3 Relationship to Underlying Agreement Provisions. In the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control.

Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement.

5.4 Headings. The headings of the paragraphs and sections of this BAA are inserted solely for convenience of reference and are not a part or intended to govern, limit or aid in the construction of any term or provision hereof.

5.5 Equitable Relief. Business Associate understands and acknowledges that any Disclosure or misappropriation of any PHI in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction seeking specific performance and/or an order restraining and enjoining any such further Disclosure or Breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

5.6 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security or privacy obligations of Business Associate, its officers, and employees under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.7 [Reserved].

5.8 Indemnification. Notwithstanding anything to the contrary which may be contained in any Underlying Agreement, including but not limited to any limitations on liability contained therein, Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its respective officers, directors, managers, members, employees and agents from and against any and all third party losses, damages, fines, penalties, claims or causes of action and associated expenses (including, without limitation, costs of judgments, settlements, court costs and reasonable attorney's fees) resulting from Business Associate's (including its employees, directors, officers, agents, or other members of its Workforce, and its SubContractors) violation of the terms of this BAA resulting in the Breach of Unsecured PHI, including but not limited to failure of Business Associate to perform its obligations under this BAA, or to comply with HIPAA or state privacy or security law as applicable to Business Associate in the provisioning of services pursuant to the Underlying Agreement.

5.9 Legal Actions. Promptly, but no later than fifteen (15) business days after notice thereof, Business Associate shall advise Covered Entity of any actual action, proceeding, regulatory or governmental orders or actions that becomes known to it that will materially affect Business Associate's ability to perform its obligations under this BAA, except to the extent prohibited by law.

5.10 Notice of Request or Subpoena for Data. Business Associate agrees to notify Covered Entity promptly, but no later than five (5) business days after Business Associate's receipt of any request or subpoena for PHI or an accounting thereof. Business Associate shall promptly comply at Covered Entity's expense with Covered Entity's reasonable instructions for responding to any such request or subpoena, unless such Covered Entity instructions would prejudice Business Associate. To the extent

that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to reasonably cooperate with Covered Entity in such challenge at Covered Entity's expense. The provisions of this Section shall survive the termination of this BAA.

5.11 Requests from Secretary. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any inquiry by the Secretary concerning any actual or alleged violation of the Privacy Rule or the Security Rule.

5.12 Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this BAA, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

Covered Entity's Notice Address:

Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, CA 93306
Attn: Chief Executive Officer

Business Associate's Notice Address:

Augmedix Operating Corp
1300 Terra Bella Ave., Suite 200
Mountain View, CA 94043
Attn: Chief Legal Officer
With copy to legal@commure.com

5.13 Relationship of Parties. Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent Consultant and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

5.14 Survival. To the extent that Business Associate retains PHI, the respective rights and obligations of the Parties set forth in Sections 2.3, 4.4, 5.8, and 5.10 of this BAA shall survive the termination, expiration, cancellation, or other conclusion of the BAA or any Underlying Agreement.

5.15 Interpretation. Any ambiguity in this BAA shall be interpreted to permit the Parties to comply with HIPAA, the HITECH Act, and the HIPAA Rules.

5.16 Governing Law; Applicable Law and Venue. This BAA shall be construed in accordance with the laws of the State of California applicable to agreements made and to be performed in such state. Any dispute between the Parties shall be brought before the Superior Court of Kern County, California, which shall have jurisdiction over all such claims.

5.17 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other term or condition hereof.

5.18 Assignment and Delegation. Neither this BAA nor any of the rights or duties under this BAA may be assigned or delegated by either Party hereto; provided, however, that Business Associate may assign or transfer this BAA without Covered Entity's consent to any of Business Associate's affiliates, subsidiaries, entities controlled by or under common control with Business Associate, or in the event of a merger, change of control or sale of substantially all of its assets. This BAA will bind the parties and their respective successors and permitted assigns and will inure to the benefit of the parties and their respective permitted successors and assigns.

5.19 Disclaimer. Neither Party represents or warrants that compliance by the other Party with this BAA, HIPAA, the HIPAA Rules, or the HITECH Act will be adequate or satisfactory for the other Party's own purposes. Each Party is solely responsible for its own decisions regarding the safeguarding of PHI.

5.20 [Reserved].

5.21 Counterparts. This BAA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on both Parties hereto.

The Parties hereto have executed this BAA as of the Effective Date.

COVERED ENTITY:

The Kern County Hospital Authority on behalf of Kern Medical Center

BUSINESS ASSOCIATE:

Augmedix Operating Corp.

Title: Chairman, Board of Governors

Date: January 15, 2025

Title:

Date: _____

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Shannon Hochstein
Kern County Hospital Authority



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Co-Applicant Agreement with the Kern County Hospital Authority Community Health Center Board of Directors

Recommended Action: Approve; Authorize Chairman to sign

Summary:

On November 20, 2024, your Board approved staff's request to pursue Federally Qualified Health Center Look-Alike (FQHC) certification for Kern Medical's community health center primary care clinics (CHC) and directed staff to seek out qualified applicants for appointment to the FQHC Board, as required by the Health Resources and Services Administration (HRSA). HRSA requires that FQHC Certified Community Health Centers are governed by a board that is representative of the community served by the health center, and allows a public entity such as the Authority to apply for FQHC certification with a co-applicant board in order to comply with HRSA program requirements.

HRSA requires that public entities applying for FQHC certification with a co-applicant define the relationship between the two boards in a co-applicant agreement. The proposed agreement outlines the role of each governing body in relation to the CHC.

The agreement specifies that the Authority maintains control over Authority operations including human resources, finance, contracting, conflicts of interest and provider licensing and credentialing. As the employer, there will be no changes to employees' job descriptions, compensation or benefits.

The CHC Board will have oversight responsibilities for reviewing the health center budget and annual audit, strategic planning for the health center, evaluating health center progress on annual and long-term goals, recommending services to be provided by the CHC, approving the hours of service of the CHC, approving policies of the CHC, reviewing HRSA program requirements for compliance, providing annual performance evaluation of the CHC Executive Director, and participating in the selection, retention and dismissal of the CHC Executive Director.

Therefore, it is recommended that your Board approve the Co-Applicant Agreement with the Kern County Hospital Authority Community Health Center Board of Directors and Authorize the Chairman to sign.

CO-APPLICANT AGREEMENT

This Co-Applicant Agreement ("Agreement") is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between Kern County Hospital Authority, a public agency that is a local unit of government ("Authority"), and Kern County Hospital Authority Community Health Center Board of Directors ("CHC Board"). Authority and CHC Board are sometimes referred to herein individually, as a "Party" and collectively, as the "Parties."

I. RECITALS

A) Authority owns and operates a Community Health Center ("CHC"), designated as a Federally Qualified Health Center 'Look-Alike' ("FQHC"), pursuant to a program administered by the Health Services and Resources Administration ("HRSA") within the United States Department of Health and Human Services ("DHHS") (the "Health Center Program"); and

B) The CHC Board has been established to provide oversight of the CHC and to approve policies to ensure the CHC's provision of preventive, primary and supplemental health care services (including health education and enabling services) to the residents of Kern County and surrounding counties, regardless of an individual's or family's ability to pay; and

C) To promote continuity of care in the service area currently served by Authority and the CHC and to ensure compliance with Section 330-related requirements, the Parties have agreed that Authority shall serve as the Section 330 public agency and the CHC Board will operate as the "co-applicant" governing board consistent with the requirements of Section 330, the federal law implementing regulations and the requirements and policies of HRSA; and

D) Authority and the CHC Board wish to define with specificity their respective authority with respect to the governance and operation of the CHC consistent with Section 330 rules and regulations, as well as the terms and conditions set forth in the HRSA Health Center Program Compliance Manual regarding co-applicants;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and incorporating by this reference the foregoing recitals, the Parties hereto agree as follows:

II. TERMS AND CONDITIONS

1. **CHC Board Role.** The CHC Board shall provide input and feedback to the Authority Chief Executive Officer and the Authority Board of Governors through the CHC Executive Director, including providing an annual report to the Board of Governors regarding the activities of the CHC Board. In addition, the CHC Board shall have the following required authorities and responsibilities:

- 1.1 Holding monthly meetings where a quorum is present to ensure the CHC Board has the ability to exercise its required authorities and functions;
- 1.2 Approving the selection, evaluation and, if necessary, the termination or dismissal, of the CHC's Executive Director;
- 1.3 Approving the annual Health Center Program project budget and applications (if any);
- 1.4 Approving the CHC services and the location and hours of operation of CHC sites;
- 1.5 Evaluating the performance of the CHC based on quality assurance/quality improvement assessments and other information received from CHC management, and ensuring appropriate follow-up actions are taken regarding achievement of project objectives, service utilization patterns, quality of care, efficiency and effectiveness of the CHC, and patient satisfaction, including addressing any patient grievances;
- 1.6 Establishing and/or approving policies that govern the operations of the CHC, including evaluating and approving updates to policies at least once every three (3) years in the following areas: sliding fee discount program, quality improvement and assessment, and billing and collections;
- 1.7 Assuring that the CHC operates in compliance with applicable federal, state, and local laws and regulations;
- 1.8 Monitoring the financial status of the CHC, including reviewing the results of the annual audit, and ensuring appropriate follow-up actions are taken; and
- 1.9 Conducting long-range/strategic planning at least once every three years, which at a minimum addresses financial management and capital expenditure needs.

2. **Authority Role.**

2.1 **Retained Authority.** The Authority Board of Governors shall maintain complete authority over operations of the Authority including human resources, finance, contracts, conflict of interest and provider licensing and credentialing. The CHC Board may not take any action that is inconsistent with any provision of any Kern County ordinance, any Authority policy, or any action of the Board of Governors.

2.2 **Indemnification.** To the extent permitted by applicable state law, the Authority shall indemnify and hold harmless the CHC Board, each member thereof, and any delegate of the CHC Board who is an employee of the Authority against any and all expenses, liabilities, and claims, including legal fees, to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the CHC, other than expenses and liabilities arising out of conduct or misconduct found to intentional, willful, grossly negligent, or criminal. The foregoing shall not preclude any further indemnification that may be available under

insurance purchased by the Authority or provided by the Authority under any bylaw, agreement or otherwise, as such indemnities are permitted under state law.

2.3 Reimbursement of Costs. Grant funds, grant-related income and program income that may be collected, including fees, premiums, third-party reimbursements and state and local funding, may be utilized to reimburse the Parties for costs incurred in carrying out each Party's obligations pursuant to this Agreement and consistent with the CHC budget.

3. Mutual Obligations of the Parties.

3.1 Coordination by Parties. The Chairman of the CHC Board or their duly authorized designee (on behalf of the CHC Board) and the Authority Chief Executive Officer or their duly authorized designee (on behalf of Authority) shall coordinate the Parties' efforts to meet their respective obligations under this Agreement and shall cooperate with each other to communicate and resolve any issues between the Parties. Each of the aforementioned individuals shall be reasonably accessible and available for consultations regarding their respective responsibilities related to the CHC.

3.2 Record Keeping and Reporting. Each Party shall maintain records so as to enable the Parties to meet all program reporting requirements. Authority shall submit all appropriate reports required by Section 330 to HRSA pertaining to the operation of the CHC, provided that the CHC Board shall be entitled to receive copies of all such reports.

3.3 Effect of Termination. Upon expiration or termination of this Agreement, the CHC Board shall turn over to Authority all of its documents, papers, or other records related to and pertinent to this Agreement. Authority shall maintain such records and all of Authority's documents, papers and other records related and pertinent to this Agreement for a period of four (4) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the four (4) year period, Authority shall maintain such records until the end of the four (4) year period or until the audit, litigation or other action is completed, whichever is later. The Parties shall make available to each other, DHHS and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents and papers as may be necessary for audit, examination, excerpt, transcription and copy purposes, for as long as such systems, records, reports, books, documents and papers are retained.

3.4 Ownership of Medical Records. Authority shall retain ownership of all medical records established and maintained relating to diagnosis and treatment of patients served in the CHC.

3.5 Ownership of Property Acquired with Program Funds. The provisions of 45 C.F.R., section 92.30 et seq. shall apply to tangible property acquired under this Agreement. The Parties agree that Authority shall be the title holder to all real and tangible personal property purchased with program funds. Authority shall ensure that all contracts executed by Authority and the CHC Board for the CHC are consistent with procurement standards contained in 45 C.F.R., Part 92.

4. **Dispute Resolution.** The Parties shall resolve any dispute or impasse in decision- making arising under this Agreement by informal discussions between the Chairperson of the CHC Board or their duly authorized designee and the Authority Chief Executive Officer; provided, however, that upon request by either Party, a neutral mediator, acceptable to both Parties, shall be engaged to assist in dispute resolution, with costs shared equally between the Parties.

5. **Term.** This Agreement shall remain in effect during the Health Center Program project of any and all periods of FQHC Look-Alike certification with the CHC Board as its co-applicant, unless terminated at an earlier date in accordance with the terms of Section 5. Subject to any federal and/or state regulatory approval which might be required to terminate the operation of the CHC, nothing in this Agreement is intended to require, nor should be construed to require, that the CHC remain in operation, or that Authority apply for any FQHC Look-Alike certification, or grant funding, including Section 330 grant funding, for the CHC.

6. **Termination.**

6.1 **Immediate Termination.** This Agreement shall terminate immediately upon the effective date of nonrenewal or termination of the FQHC Look-Alike certification, or upon the loss of any license, permit or other authorization required by law or regulation for operation of the CHC.

6.2 **Termination for Convenience.** This Agreement may be terminated by Authority at any time upon written notice to the CHC Board.

7. **Proprietary Information and Confidentiality.**

7.1 **Use and Disclosure Restrictions.** Neither Party shall, without the written consent of the other, communicate confidential information of the other, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that the receiving party would protect its own confidential information. The foregoing obligations shall not restrict either Party from disclosing confidential information of the other Party: (i) pursuant to applicable law; (ii) pursuant to the order or requirement of a court, administrative agency, or other governmental body, on condition that the party required to make such a disclosure gives reasonable written notice to the other party to contest such order or requirement; and (iii) on a confidential basis to its legal or financial advisors.

7.2 **Trade Secrets.** The Parties acknowledge that each Party, in connection with its business, has developed certain operating manuals, symbols, trademarks, trade names, service marks, designs, patient lists, procedures, processes, and other copyrighted, patented, trademarked, or legally protectable information which is confidential and proprietary to the Party that constitute its trade secrets. The Parties shall not use any name, symbol, mark, or other proprietary information of the other Party except as expressly permitted.

7.3 **Medical Records.** The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including, but not limited to, the California Confidentiality of Medical Records Information Act, codified at section 56.1 of the California Civil Code, California Evidence Code sections 1156 and 1157, and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.

7.4 **Ownership of Records.** All documents, papers, notes, memoranda, computer files and other written or electronic records of any kind (“Documents”), in whatever form or format, assembled, prepared or utilized by the CHC during and in connection with this Agreement shall remain the property of Authority at all times. Upon the expiration or termination of this Agreement, the CHC shall promptly deliver to Authority all such Documents, which have not already been provided to Authority in such form or format, as Authority deems appropriate. Such Documents shall be and will remain the property of Authority without restriction or limitation. The CHC may retain copies of the above-described Documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Authority.

8. **Notices.** Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to CHC:

Community Health Center
1700 Mount Vernon Avenue
Bakersfield, California 93306
Attn.: Its Chairman

Notice to Authority:

Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, California 93306
Attn.: Chief Executive Officer

9. **Assignment.** The CHC Board shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of Authority.

10. **Non-Severability.** The provisions of this Agreement are not severable. In the event that any provision of this Agreement is deemed invalid, void, or unenforceable, or should any part of this Agreement, as determined by DHHS or any other governmental authority, cause the CHC Board and Authority (as co-applicants) not to comply with Section 330, the Authority may amend this Agreement as shall be reasonably necessary to achieve compliance.

11. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

12. **Headings.** The descriptive headings in this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

13. **Non-Waiver.** No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.
14. **Authority to Incur Financial Obligation.** It is understood that the CHC Board, including any officer, agent, employee, servant or subcontractor of the CHC Board, in the performance of any and all duties under this Agreement, shall not have the right, power or authority to bind Authority to any agreements or undertakings.
15. **Agency.** Neither Party is, nor shall be deemed to be, an employee, agent or legal representative of the other Party for any purpose.
16. **Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Authority and the CHC Board. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Authority and the CHC Board that any such person or entity, other than Authority or the CHC Board, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
17. **Survival.** The provisions of section 3, paragraphs 3.3 and 3.4, and section 7 shall survive the termination or expiration of this Agreement.
18. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the Parties' joint operation of the CHC as a community health center receiving funds pursuant to Section 330, and supersedes all prior written, oral and unsigned agreements.

[SIGNATURE FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

KERN COUNTY HOSPITAL AUTHORITY
COMMUNITY HEALTH CENTER BOARD

By _____
Chairman
Board of Directors

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO FORM:

By _____
Vice President & General Counsel
Kern County Hospital Authority



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed Resolution Establishing the Kern County Hospital Authority Community Health Center Board of Directors and Appointing Initial Members

Recommended Action: Approve; Adopt Resolution

Summary:

On November 20, 2024, your Board approved staff's request to pursue Federally Qualified Health Center Look-Alike (FQHC) certification and directed staff to seek out qualified applicants for appointment to the FQHC Board, as required by the Health Resources and Services Administration (HRSA). HRSA requires that FQHC Certified Community Health Centers are governed by a board of at least nine (9) members and no more than 25 members with 51% of the board members receiving primary care services from the health center. The board must be representative of the community served by the health center and no board member may be an employee or relative of an employee of the health center. As a public entity, the Authority is able to apply for FQHC certification with a co-applicant board in order to comply with HRSA program requirements.

By approving and adopting this Resolution, your Board will establish the Kern County Hospital Authority Community Health Center Board of Directors (CHC Board), a community board comprised of nine (9) members, to fulfill HRSA's requirements. The CHC Board will not be a separate entity, will not employ any staff and will not own any assets. The CHC Board will be given certain authorities to ensure that the health center operates in compliance with federal, state and local laws and regulations, approve and evaluate the performance of the health center Executive Director, establish and adopt policies for the health center, review the annual budget for the health center, and develop a plan and priorities for the health center. The relationship and shared duties of each board is outlined in the Co-Applicant Agreement your Board is being asked to approve as a separate item on the agenda.

Kern Medical posted the CHC Board member application to its website and received completed applications from nine individuals and recommends that the following individuals be appointed as members to the CHC Board. HRSA requires that the CHC Board appoint a majority of its members and therefore will become self-sustaining after this initial appointment, as reflected in the resolution.

Elsa Martinez – Ms. Martinez currently works as the Chief Financial Officer for the County of Kern and has more than 20 years of local government experience. Ms. Martinez has experience with social services, healthcare delivery systems, healthcare policies, has performed work advocating for safety net populations, and has extensive knowledge and understanding of Kern Medical and its opportunities through her work with Kern County.

Dayna Nichols – Ms. Nichols has been in the community for more than 30 years. She was the owner and operator of Castle Print & Publication for 25 years, has served on the Bakersfield Chamber of Commerce Board and numerous chamber committees, has served for more than 15 years on the Bakersfield City

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A Designated Public Hospital

1700 Mount Vernon Avenue | Bakersfield, CA 93306 | (661) 326-2000 | KernMedical.com

School District Foundation Board, the Bakersfield Women's Conference Executive Committee and on the Women's & Girls' Fund Vision Committee. Ms. Nichols understands the needs of the community related to healthcare.

Cynthia Behill – Ms. Behill is the owner of a successful real estate business with experience in strategic decision making to impact an organization's direction, financial health and position in the market. Ms. Behill is skilled in navigating complex compliance issues and adept at evaluating legal risks and ensuring compliance with industry standards.

Vernon Kemp – Mr. Kemp is the Bishop of Greater Harvest Christian Center since 2001. Through the work with his congregation, he has become an advocate for those needing a voice of support and has a unique perspective into the needs of the community. He has experience working with his community non-profit organization and is a philanthropist helping to create positive change in the community.

Linda Lopez – Ms. Lopez is a wife and mother with first-hand experience navigating health care system for her family. She understands the pain-points found within health care delivery and offers a unique perspective to some of those challenges. Ms. Lopez has participated in Kern Medical marketing campaigns and is an advocate for patients.

Ruth Sandoval – Ms. Sandoval has been involved in community events and outreach for a number of years. She has served with her local community church to address socioeconomic needs of the community and understands some of the healthcare needs of the community.

Denise Smith – Ms. Smith has 36 years of experience with local government and has worked as a public health nurse managing more than 18 separate programs with more than \$8 million budget throughout the community. Through her work as a public health nurse, Ms. Smith has an acute awareness of the health care needs of the community at both the individual and population level. Ms. Smith understands healthcare policy and regulatory issues, hospital services and advocating for the safety net.

Anthony Valdez – Mr. Valdez is an Assistant City Manager for the City of Bakersfield with oversight of the Economic and Community Development Department. Through this work, Mr. Valdez collaborates closely with community organizations to find creative solutions to address the needs of homeless individuals within the community. Mr. Valdez has seen the importance of health care delivery to these populations and understands some of the opportunities in improving access to care.

Gary Williams, OD – Dr. Williams is a retired Optometrist with decades of healthcare experience. He understands the healthcare needs of the population and understands the important role that primary care plays in the overall health care of individuals. Dr. Williams understands the regulatory landscape of healthcare and has experience with healthcare operations.

Based upon a review of the applications, these applicants bring the requisite skillset and background to provide quality governance to the Community Health Center. These proposed CHC Board members also satisfy the requirements, as outlined by HRSA, for board composition by being representative of the community and satisfy requirements for patient representation.

Therefore, it is recommended that your Board approve and adopt the Resolution to establish the Kern County Hospital Authority Community Health Center Board of Directors and appoint Elsa Martinez, Dayna Nichols, Cynthia Behill, Vernon Kemp, Linda Lopez, Ruth Sandoval, Denise Smith, Anthony Valdez and Gary Williams, OD, as the initial members of the Kern County Hospital Authority Community Health Center Board.

Kern County Hospital Authority Community Health Center Board

APPLICATION

APPLICATION DEADLINE: Open

Applications must be received at the address listed below on the application.

Please fill out all information on this form. If you have questions, please call (661) 326-2102.

Mail or deliver your completed application to:

Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306

Martinez, Elsa
Last Name First Name Middle Initial

Home Address City State Zip Code

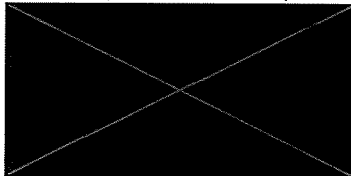
Home Phone Cell Phone

Email Address (Required) Date of Birth

Employer Title Work Phone
County of Kern Chief Financial Officer

Employer Address City State Zip Code

Please select your race/ethnicity:



Please select your gender:



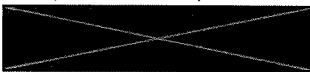
Are you an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee?

Yes No

Is more than 10% of your annual income derived from the health care industry? (The health care industry is defined as a licensed independent provider delivering direct care to a patient in a clinical setting.)

Yes No

Are you a current patient of Kern Medical?



CONSENT to PHOTOGRAPH

Should I be appointed, I authorize Kern County Hospital Authority to videotape, take a digital image or other image of me, and I agree that the negatives, digital images, video, or photographs may be kept, stored, and used in health center promotion and publications.

Yes No

What skills and knowledge would you bring to our board? Please list your experience in any of the following areas:
Community affairs, local government, finance and banking, legal affairs, and other commercial and industrial concerns, or social service agencies within the community.



BOARD QUALIFICATION CATEGORIES

I meet the following board-specific qualification categories (mark all that apply):

- Knowledge of healthcare delivery systems
- Knowledge of healthcare policy and regulatory issues as well as current and projected healthcare trends
- Experience with managing hospital services and understanding of the healthcare needs of the patient population
- Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of healthcare services
- I have been a patient at Kern Medical within the last 24 months

APPLICANT RESPONSIBILITIES

I understand that by submitting this application:

1. I am a full-time resident of the County of Kern and at least 18 years of age;
2. I agree to participate as a Member of the Community Health Center Board;
3. I am willing to provide authorization to the Kern County Hospital Authority to conduct necessary background checks;
4. I have submitted with this Application a current resume or curriculum vitae; and
5. I agree to comply with the laws of the state of California as they pertain to conflicts of interest.

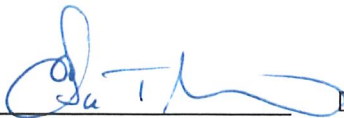
Applicant Signature

11/25/24

Date

Expectations of Board Members

1. I will share the vision, mission, and work of the health center to the community, represent the organization, and act as a spokesperson.
2. I will attend no fewer than 75% of board meetings, committee meetings, and special events.
3. I will actively participate in fundraising activities to ensure the stability of the health center.
4. I will act in the best interests of the organization and excuse myself from discussions and votes where I have a conflict of interest.
5. I will stay informed about what is going on in the organization. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies and other board matters.
6. I will work in good faith with staff and other board members as partners toward achieving our goals.
7. I will contribute time each month to supporting the health center.
8. I will receive, and carefully review, all board meeting materials sent to me prior to each board meeting. I will be fully prepared for these meetings, with relevant questions and suggestions.
9. If I do not understand anything in these reports, I will schedule an opportunity to learn.
10. If selected, I understand and am willing to accept the responsibilities of a board member.
11. In addition, by my signature below, I understand a health center board member may not be an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee.

Accepted: Elsa T Martinez  Date: 11/25/24
Name and Signature

Kern County Hospital Authority Community Health Center Board

APPLICATION

APPLICATION DEADLINE: Open

Applications must be received at the address listed below on the application.

Please fill out all information on this form. If you have questions, please call (661) 326-2102.

Mail or deliver your completed application to:

Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306

Nichols Dayna F
Last Name First Name Middle Initial

Home Address City State Zip Code

Home Phone Cell Phone

Email Address (Required) Date of Birth

Self-employed Owner - Rental Properties

Employer Title Work Phone

Employer Address City State Zip Code

Please select your race/ethnicity:

[Redacted]

Please select your gender:

[Redacted]

Are you an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee?

Yes No

Is more than 10% of your annual income derived from the health care industry? (The health care industry is defined as a licensed independent provider delivering direct care to a patient in a clinical setting.)

Yes No

Are you a current patient of Kern Medical?

[Redacted]

CONSENT to PHOTOGRAPH

Should I be appointed, I authorize Kern County Hospital Authority to videotape, take a digital image or other image of me, and I agree that the negatives, digital images, video, or photographs may be kept, stored, and used in health center promotion and publications.

Yes No

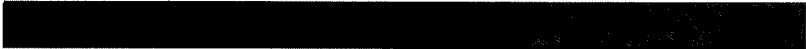
What skills and knowledge would you bring to our board? Please list your experience in any of the following areas:
Community affairs, local government, finance and banking, legal affairs, and other commercial and industrial concerns, or social service agencies within the community.



BOARD QUALIFICATION CATEGORIES

I meet the following board-specific qualification categories (mark all that apply):

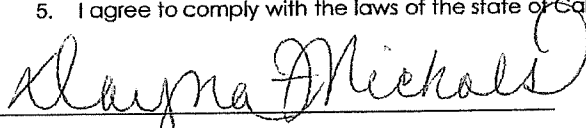
- Knowledge of healthcare delivery systems
- Knowledge of healthcare policy and regulatory issues as well as current and projected healthcare trends
- Experience with managing hospital services and understanding of the healthcare needs of the patient population
- Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of healthcare services



APPLICANT RESPONSIBILITIES

I understand that by submitting this application:

1. I am a full-time resident of the County of Kern and at least 18 years of age;
2. I agree to participate as a Member of the Community Health Center Board;
3. I am willing to provide authorization to the Kern County Hospital Authority to conduct necessary background checks;
4. I have submitted with this Application a current resume or curriculum vitae; and
5. I agree to comply with the laws of the state of California as they pertain to conflicts of interest.


Applicant Signature

Nov. 26, 2024
Date

Expectations of Board Members

1. I will share the vision, mission, and work of the health center to the community, represent the organization, and act as a spokesperson.
2. I will attend no fewer than 75% of board meetings, committee meetings, and special events.
3. I will actively participate in fundraising activities to ensure the stability of the health center.
4. I will act in the best interests of the organization and excuse myself from discussions and votes where I have a conflict of interest.
5. I will stay informed about what is going on in the organization. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies and other board matters.
6. I will work in good faith with staff and other board members as partners toward achieving our goals.
7. I will contribute time each month to supporting the health center.
8. I will receive, and carefully review, all board meeting materials sent to me prior to each board meeting. I will be fully prepared for these meetings, with relevant questions and suggestions.
9. If I do not understand anything in these reports, I will schedule an opportunity to learn.
10. If selected, I understand and am willing to accept the responsibilities of a board member.
11. In addition, by my signature below, I understand a health center board member may not be an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee.

Accepted: Dayna F. Nichols / Dayna Nichols Date: 11.26.24
Name and Signature

Kern County Hospital Authority Community Health Center Board

APPLICATION

APPLICATION DEADLINE: Open

Applications must be received at the address listed below on the application.

Please fill out all information on this form. If you have questions, please call (661) 326-2102.

Mall or deliver your completed application to:

**Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306**

Behill Cynthia L
Last Name First Name Middle Initial

Home Address City State Zip Code

Home Phone Cell Phone

Email Address (Required) Date of Birth

Self Real Estate Broker

Employer Title Work Phone

Employer Address City State Zip Code

Please select your race/ethnicity:

[Redacted]

Please select your gender:

[Redacted]

Are you an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee?

Yes No

Is more than 10% of your annual income derived from the health care industry? (The health care industry is defined as a licensed independent provider delivering direct care to a patient in a clinical setting.)

Yes No

Are you a current patient of Kern Medical?

[Redacted]

CONSENT to PHOTOGRAPH

Should I be appointed, I authorize Kern County Hospital Authority to videotape, take a digital image or other image of me, and I agree that the negatives, digital images, video, or photographs may be kept, stored, and used in health center promotion and publications.

Yes No

What skills and knowledge would you bring to our board? Please list your experience in any of the following areas:
Community affairs, local government, finance and banking, legal affairs, and other commercial and industrial concerns, or social service agencies within the community.



BOARD QUALIFICATION CATEGORIES

I meet the following board-specific qualification categories (mark all that apply):

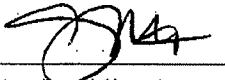
- Knowledge of healthcare delivery systems
- Knowledge of healthcare policy and regulatory issues as well as current and projected healthcare trends
- Experience with managing hospital services and understanding of the healthcare needs of the patient population
- Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of healthcare services



APPLICANT RESPONSIBILITIES

I understand that by submitting this application:

1. I am a full-time resident of the County of Kern and at least 18 years of age;
2. I agree to participate as a Member of the Community Health Center Board;
3. I am willing to provide authorization to the Kern County Hospital Authority to conduct necessary background checks;
4. I have submitted with this Application a current resume or curriculum vitae; and
5. I agree to comply with the laws of the state of California as they pertain to conflicts of interest.



Applicant Signature

12/2/2024
Date

Expectations of Board Members

1. I will share the vision, mission, and work of the health center to the community, represent the organization, and act as a spokesperson.
2. I will attend no fewer than 75% of board meetings, committee meetings, and special events.
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10. If selected, I understand and am willing to accept the responsibilities of a board member.
11. In addition, by my signature below, I understand a health center board member may not be an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee.

Accepted: Cynthia Behill  Date: 12/2/24
Name and Signature

Kern County Hospital Authority Community Health Center Board

APPLICATION

APPLICATION DEADLINE: Open

Applications must be received at the address listed below on the application

Please fill out all information on this form. If you have questions, please call (661) 326-2102.

Mail or deliver your completed application to:

Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306

Kemp Last Name *Vernon* First Name Middle Initial

[Redacted] Home Address [Redacted] City

[Redacted] Home Phone [Redacted] Cell Phone

[Redacted] Email Address (Required) [Redacted] Date of Birth

Greater Harvest Christian Center Inc. Pastor/CEO Employer [Redacted] Title

[Redacted] Employer Address [Redacted] City [Redacted] State [Redacted] Zip Code

Please select your race/ethnicity:

[Redacted]

Please select your gender:

[Redacted]

Are you an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee?

Yes No

Is more than 10% of your annual income derived from the health care industry? (The health care industry is defined as a licensed independent provider delivering direct care to a patient in a clinical setting.)

Yes No

Are you a current patient of Kern Medical?

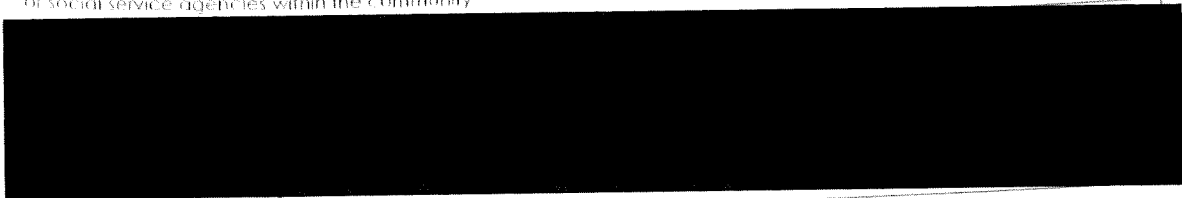
[Redacted]

CONSENT to PHOTOGRAPH

Should I be appointed, I authorize Kern County Hospital Authority to videotape, take a digital image or other image of me, and I agree that the negatives, digital images, video, or photographs may be kept, stored, and used in health center promotion and publications.

Yes No

What skills and knowledge would you bring to our board? Please list your experience in any of the following areas:
Community affairs, local government, finance and banking, legal affairs, and other commercial and industrial concerns,
or social service agencies within the community



BOARD QUALIFICATION CATEGORIES

I meet the following board-specific qualification categories (mark all that apply):

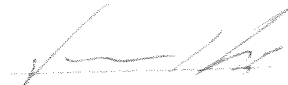
- Knowledge of healthcare delivery systems
- Knowledge of healthcare policy and regulatory issues as well as current and projected healthcare trends
- Experience with managing hospital services and understanding of the healthcare needs of the patient population
- Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of healthcare services



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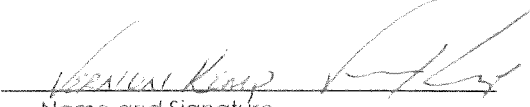

Applicant Signature

Nov. 26, 2024
Date

Expectations of Board Members

1. I will share the vision, mission, and work of the health center to the community, represent the organization, and act as a spokesperson.
2. I will attend no fewer than 75% of board meetings, committee meetings, and special events.
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Accepted:


Name and Signature

Date:

Nov. 26, 2024

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A handwritten signature in black ink, appearing to read "Ariel G. [unclear]".

Applicant Signature

11.22.24

Date

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Accepted: Linda Lopez Linda Lopez Date: 11.21.24
Name and Signature

Kern County Hospital Authority Community Health Center Board

APPLICATION

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Mail or deliver your completed application to:

Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306

Sandoval

Ruth

Last Name

First Name

Middle Initial



City

State

Zip Code



Home Phone

Cell Phone



Email Address (Required)

Date of Birth

unemployed

House wife

Employer

Title

Work Phone

Employer Address

City

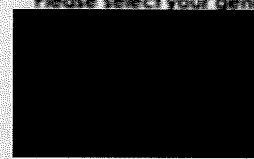
State

Zip Code

Please select your race/ethnicity:



Please select your gender:



Are you an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee?

Yes No

Is more than 10% of your annual income derived from the health care industry? (The health care industry is defined as a licensed independent provider delivering direct care to a patient in a clinical setting.)

Yes No

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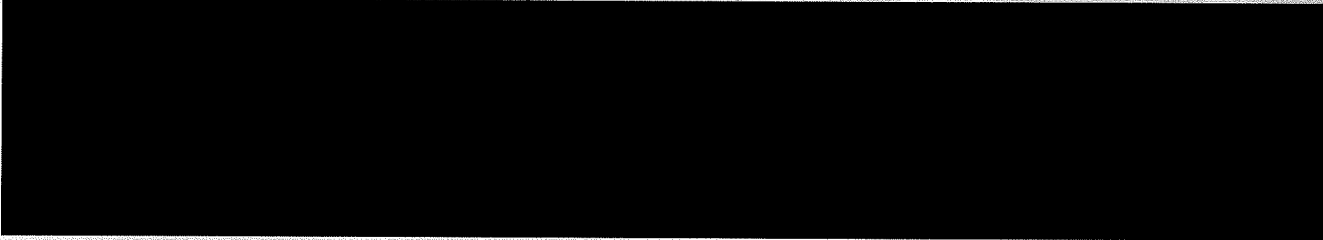


CONSENT to PHOTOGRAPH

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Yes No

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R Sandaval

Applicant Signature

11-23-2024

Date

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Accepted: Ruth Sundoval R Sundoval
Name and Signature

Date: 11-23-2024

Kern County Hospital Authority Community Health Center Board

APPLICATION

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Mall or deliver your completed application to:

Kern County Hospital Authority

ATTN: Chief Executive Officer

1700 Mount Vernon Avenue, Room 1232

Bakersfield, CA 93306

Smith Denise L

Last Name First Name Middle Initial

Home Address City State Zip Code

Home Phone Cell Phone

Email Address (Required) Date of Birth

Employer Title Work Phone

Employer Address City State Zip Code

Please select your race/ethnicity:

Please select your gender:

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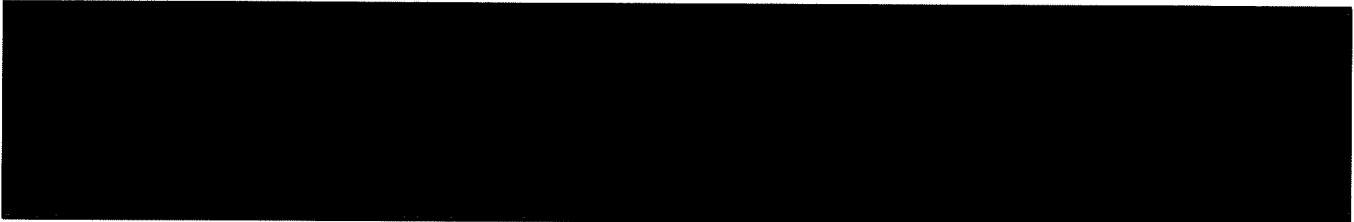
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Yes No

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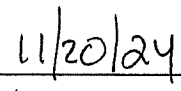


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Applicant Signature


Date

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Accepted: 
Name and Signature

Date: 11/20/24

Kern County Hospital Authority Community Health Center Board

APPLICATION

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Mail or deliver your completed application to:

Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306

Valdez Anthony E
Last Name First Name Middle Initial

[Redacted] [Redacted] [Redacted]
Home Address City State Zip Code

[Redacted] [Redacted]
Home Phone Cell Phone

[Redacted] [Redacted]
Email Address (required) Date of Birth

City of Bakersfield Assistant City Manager [Redacted]
Employer Title Work Phone

[Redacted] [Redacted] [Redacted]
Employer Address City State Zip Code

Please select your race/ethnicity:

[Redacted]

Please select your gender:

[Redacted]

Are you an employee of Kern Medical, or spouse, child, parent, brother or sister by blood, adoption or marriage of such an employee?

Yes No

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[Redacted]

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Yes No

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Anthony Valdez Digitally signed by Anthony Valdez
Date: 2024.12.02 15:32:18 -08'00'

Applicant Signature

12/2/24

Date

Expectations of Board Members

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Accepted: Anthony Valdez
Name and Signature

Date: 12/2/24

Kern County Hospital Authority Community Health Center Board

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Bakersfield, CA 93306

Last Name	First Name	Middle Initial	
Williams	Gary	L	
Home Address	City	State	Zip Code
[REDACTED]			
Home Phone	Cell Phone		
[REDACTED]			
Email Address (Required)			Date of Birth
[REDACTED]			
Employer	Title	Work Phone	
[REDACTED]	[REDACTED]		
Employer Address	City	State	Zip Code
[REDACTED]			

Please select your race/ethnicity:

[REDACTED]

Please select your gender:

[REDACTED]

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Yes No

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[REDACTED]

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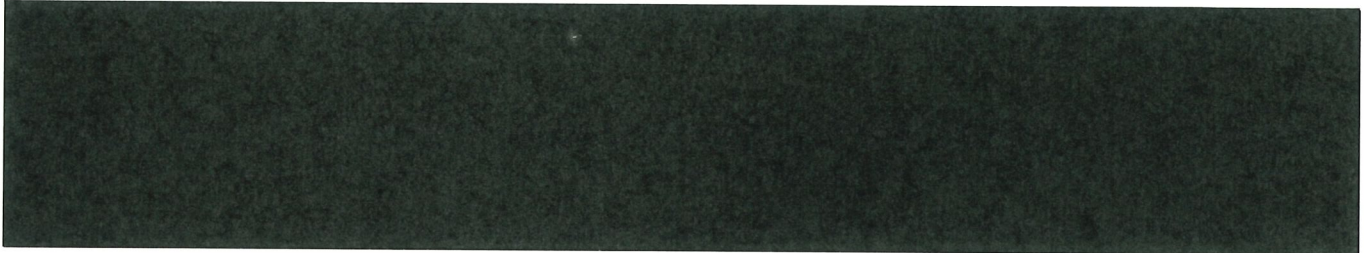
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Yes No

Gary Williams

What skills and knowledge would you bring to our board? Please list your experience in any of the following areas:

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Applicant Signature

Gary P. Williams

Date

12-2-2024

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Accepted: 
Name and Signature

Date: 12/27/2024

**BEFORE THE BOARD OF GOVERNORS
OF THE KERN COUNTY HOSPITAL AUTHORITY**

In the matter of:

Resolution No. 2025-____

**ESTABLISHING THE KERN COUNTY
HOSPITAL AUTHORITY COMMUNITY
HEALTH CENTER BOARD AND
APPOINTING INITIAL MEMBERS**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 15th day of January, 2025, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The Kern County Hospital Authority Act (the "Act") provides the Authority is a public agency that is local unit of government and subdivision of the state of California organized under the laws of the state of California (Health & Safe. Code, § 101852 et seq.); and

(b) The Act states in relevant part that the Authority may explore innovative health care delivery models to help ensure its viability and its ability to provide an ongoing material benefit to Kern County residents (Health & Safe. Code, § 101853(b)(1); see also Kern County, California, Code of Ordinances, Title 2, Chapter 2.170, section 2.170.040); and

(c) The Authority is authorized to provide comprehensive, high quality medical treatment, health promotion and health maintenance through an integrated system of hospital, *clinic*, and other health services staffed by individuals who are responsive to the diverse cultural needs of the community (emphasis added) (Kern County, California, Code of Ordinances, Title 2, Chapter 2.170, section 2.170.040); and

(d) Section 330 of the Public Health Service Act (“Section 330”) (42 U.S.C. § 254b) authorized the creation of the federal Health Center Program, a program administered by the Health Resources and Services Administration (“HRSA”) within the Department of Health and Human Services; and

(e) Federally funded health centers play a vital role in ensuring access to comprehensive primary care services for medically underserved communities; and

(f) A Federally Qualified Health Center ‘Look-Alike’ (“FQHC”) is an organization such as the Authority that meets all of the eligibility requirements of an organization that receives a Section 330 grant, but does not receive grant funding.

(g) The Authority is pursuing FQHC status for its outpatient clinics through HRSA for designation as an FQHC look-alike (a/k/a co-applicant model for public entities); and

(h) HRSA guidance requires that an FQHC look-alike must meet the core tenets of the FQHC designation and abide by the Health Center Program Requirements, which include, *inter alia*, the establishment of a Community Health Center Board to provide oversight of the FQHC; and

(i) The HRSA requirements for a health center governing board are as follows: (1) the board must have at least nine (9), but no more than twenty-five (25) members; (2) fifty-one percent (51%) of the board must currently receive their primary care from the organization and, as a group, the board members must represent the individuals served by the organization in terms of race, ethnicity, and gender; (3) non-patient members must be representative of the community in which the center’s service area is located and are selected for their expertise; (4) no more the one half of the non-patient members may derive more than ten percent (10%) of their annual income from the health care industry; (5) board members may not be an employee of the health center or relative of such employee (see 42 C.F.R. §§ 51c.304(a), 51c.304(b)(1), (2), 51c.304(b)(3), 51c.304(b)(4); and

(j) The Kern County Hospital Authority Board of Governors desires to establish the Kern County Hospital Authority Community Health Center Board and appoint the initial members to the Community Health Center Board in compliance with the HRSA requirements for a health center governing board as set forth herein.

Section 2. NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Governors of the Kern County Hospital Authority, as follows:

1. This Board finds the facts recited herein are true, and further finds that this Board has jurisdiction to consider, approve, and adopt the subject of this Resolution.

2. This Board hereby establishes the Kern County Hospital Authority Community Health Center Board.

3. This Board hereby appoints the following individuals as initial members of the Kern County Hospital Authority Community Health Center Board:

Community Health Center Board Appointees (total of five [5] majority appointments):

Gary Williams	Term – 1 Year ¹
Denise Smith	Term – 2 Years ²
Cynthia Behill	Term – 3 Years ³
Elsa Martinez	Term – 3 Years
Dayna Nichols	Term – 3 Years

Board of Governors Appointees (total of four [4] minority appointments):

Anthony Valdez	Term – 1 Year
Vernon Kemp	Term – 1 Year
Linda Lopez	Term – 2 Years
Ruth Sandoval	Term – 2 Years

4. This Board hereby retains authority to appoint the minority of new members to the Kern County Hospital Authority Community Health Center Board when vacancies arise, consistent with HRSA requirements for a health center governing board, and to remove any minority member who it appoints.

5. The Authority Board Coordinator shall provide copies of this Resolution to the following:

- Members, Board of Governors
- Members, Community Health Center Board
- Kern Medical Center
- Legal Services Department
- County Administrative Office
- Clerk of the Board of Supervisors

¹ Initial one-year term to expire June 30, 2026.

² Initial two-year term to expire June 30, 2027.

³ Initial three-year term to expire June 30, 2028.



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Proposed retroactive Quote Q-34534 with Workato Inc. to purchase Workato Automation software

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed retroactive Quote Q-34534 and the Statement of Work (SOW) with Workato Inc. for the purchase of Workato Automation software and training.

For the past year, Kern Medical has been using Workato's automation software which allows Kern Medical to automate the multiple workflows required for Onboarding and Offboarding users. The software has helped Kern Medical eliminate a great deal of redundant work and has automated the account creation process. In this new Order, the software will also connect to Kernlink, the current Human Resources application, to disseminate updated information for employees and update Active Directory records. It will also help terminate access for separating employees in a timely manner.

The current agreement was entered into on January 5, 2024, at a cost of \$177,015, and with a term of one year that auto-renewed for additional for one-year terms. Now after this one-year term, Kern Medical can see the value that this Workato software has provided and would like to enter into a multi-year Quote for cost-saving purposes.

The new proposed Quote would be for a term of three years, with a yearly payable of \$164,565 (a savings of \$12,450 or 7% of the original per year), and a not exceed of \$493,695 for the three-year term.

Counsel is unable to approve as to form due to the lack of a termination without cause clause.

Even with the non-standard terms and conditions, the Workato software has proven to be a valuable asset to the facility's information management, therefore, it is recommended that your Board approve the proposed retroactive Quote Q-34534 and SOW with Workato Inc. for Workato Automation software and training, for a term of three years from January 5, 2025, through January 4, 2028, in an amount not to exceed \$493,695, and authorize the Chairman to sign.



Workato Inc.
 1530 Page Mill Road, Suite 100
 Palo Alto, CA 94304 United States
 +1 (844) 469-6752

Order Information

Standard Quote Number Q-34534 Quote Expiration Date 1/31/2025
 Effective Date 1/5/2025 End Date 1/4/2028

Contact Information

Account Name Kern County Hospital Authority Email ezzat.khalil@kernmedical.com

Billing Information

Bill To Name Kern County Hospital Authority
 Bill Contact Name Accounts Payable Billing Email accountspayable@kernmedical.com
 Bill Contact Phone Billing Address Attn: accounts payable
 1700 Mount Vernon Ave
 Bakersfield, CA 93306
 US

Year 1

Product Name	Qty	Unit List Price	Unit Sales Price	Total Sales Price
Enterprise Edition	1	\$ 100,000.00	\$ 0.00	\$ 0.00
1M Tasks	18	\$ 7,950.00	\$ 7,950.00	\$ 143,100.00
Premier Support Annually	1	\$ 21,465.00	\$ 21,465.00	\$ 21,465.00
10 Workflow App Users Annually	23	\$ 800.00	\$ 0.00	\$ 0.00
Year 1 Subtotal:				\$ 164,565.00

Year 2

Product Name	Qty	Unit List Price	Unit Sales Price	Total Sales Price
Enterprise Edition	1	\$ 100,000.00	\$ 0.00	\$ 0.00
1M Tasks	18	\$ 7,950.00	\$ 7,950.00	\$ 143,100.00
Premier Support Annually	1	\$ 21,465.00	\$ 21,465.00	\$ 21,465.00



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Product Name	Qty	Unit List Price	Unit Sales Price	Total Sales Price
10 Workflow App Users Annually	23	\$ 800.00	\$ 0.00	\$ 0.00
Year 2 Subtotal:				\$ 164,565.00

Year 3

Product Name	Qty	Unit List Price	Unit Sales Price	Total Sales Price
Enterprise Edition	1	\$ 100,000.00	\$ 0.00	\$ 0.00
1M Tasks	18	\$ 7,950.00	\$ 7,950.00	\$ 143,100.00
Premier Support Annually	1	\$ 21,465.00	\$ 21,465.00	\$ 21,465.00
10 Workflow App Users Annually	23	\$ 800.00	\$ 0.00	\$ 0.00
Year 3 Subtotal:				\$ 164,565.00

Discount: 41.84%

Total Price: \$ 493,695.00

Plan Description

Enterprise Edition includes:

Workspace and users

- Unlimited Standard Workspaces, unlimited users
- Automation HQ Admin Workspace

Product Capabilities

- Application integration
- Process Automation
- Conversational bots (Slack, Teams)
- 10 Workflow App Users
- Data integration (ETL, ELT, reverse ETL)
- API Platform
- Workato Insights
- Event Streams

Connectivity

- Unlimited Connections
- Connector SDK
- 30 active OPAs for on-prem app connectivity
- Unlimited Enterprise WorkBots (Slack/Teams)

Lifecycle Management and Operations

- 3 environments/Workspace



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- Test Automation
- RecipeOps
- Log service
- Dependency Graph
- Platform APIs (user, workspace, recipes, projects)

Security, Governance, and Data Protection

- SAML/SSO, MFA Authentication , JIT Provisioning
- RBAC (standard and custom roles)
- Custom OAuth Profiles
- Data masking
- Runtime user connections
- Activity Audit
- Encryption key per customer, Hourly rotation
- SCIM provisioning
- External Secrets Manager
- Enterprise Key Management (BYOK)
- Audit Log Streaming
- Flexible 90-day data retention
- Zero data logging

Concurrency

- 30 per AHQ

AI Capabilities

- AI by Workato
- Workato Copilot (Recipes, Connector)

Premier Support Annually is 15% of entire license and includes the following:

- 12x5 Premier support and response times
- Monthly Automation Guidance from a Technical Consultant (up to 1 hour)
- Annual Business Review
- 24x7 access to Workato Success Portal
- Automation Institute
- Product Documentation
- Community Forums / Product Knowledge

10 Workflow App Users Annually

- Workflow Apps enables IT and business teams to build workflow apps without code quickly. It helps streamline workflows and reduce the friction that teams face by empowering them to build seamlessly integrated, well-defined, and tightly fused apps with responsive multi-channel experiences. Each Workflow App User may access any Workflow App deployed by Account Holder.



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+1 (844) 469-6752

Terms and Notes

- Payment terms are Net 30.
- Billing method: Annual prepayment via Invoice.
- **Renewal Term:** The Subscription Term and each renewal thereof will automatically renew for a subsequent twelve (12) month term unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. Any automatic renewal of this Order Form will include an automatic renewal of any additional product quantities purchased during the then-current term.
- The currency for all fees due is in United States Dollars (USD).
- The subscriptions purchased on this Order Form are not contingent upon the purchase of any professional services.
- This Order Form is subject to the terms and conditions of the Agreement executed by Kern County Hospital Authority and Workato Inc., and is made a part thereof.
- This Order Form takes precedence over the Agreement.
- Workato may check the actual Recipes, Tasks, or any other product feature quantities used by the Account Holder against the total quantities purchased by Account Holder at any time during the Term (a "True Up"). If a True-Up shows that Account Holder's actual usage exceeds the total quantities purchased by the Account Holder, Account Holder will be required to purchase additional capacity to account for its excess use at the same Unit Sales Price listed in this Order Form. Workato will issue a new Order Form and any additional product quantities so purchased will be coterminous with this Order Form.
- Account Holder may use any number of Active Recipes that consume fewer than 4M Tasks per Year individually. If Tasks consumed by such any individual Active Recipe exceed 4M, the Account Holder may choose to purchase a High Volume Recipe Tier 1 (for Recipes consuming 4M to 15M Tasks per Year), High Volume Recipe Tier 2 (for Recipes consuming 15M to 30M Tasks per Year), or High Volume Recipe Tier 3 (for Recipes consuming above 30M Tasks per Year), as applicable.
- Account Holder's Workato workspace will be provisioned in the US Data Center.

Additional Terms

- Where the Subscription Term is greater than or equal to 24 months, Tasks per Year purchased for use in an earlier year of the Subscription Term may be used in a later year of the Subscription Term, provided that Tasks per Year will not "rollover" between Subscription Terms
- This Order Form is effective as of the Effective Date, and simultaneously terminates and replaces Account Holder's existing Workato Subscription Term under the existing Order Form (Quote# Q-20390).



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Palo Alto, CA 94304 United States
+1 (844) 469-6752

Definitions

Term	Definition
Task	"Task(s) means a unit of work performed every time a Platform Asset such as a Recipe does an action (e.g., fetch data from an application by making an API call), as more fully described in the Documentation available at https://docs.workato.com .
High Volume Recipe Tier 1	A Recipe which may use between 4M and 15M Tasks per Year usable by that specific Recipe which are not chargeable to the aggregate maximum Tasks per Year of the Account Holder.
High Volume Recipe Tier 2	A Recipe which may use between 15M and 30M Tasks per Year usable by that specific Recipe which are not chargeable to the aggregate maximum Tasks per Year of the Account Holder.
High Volume Recipe Tier 3	A Recipe which may use greater than 30M Tasks per Year usable by that specific Recipe which are not chargeable to the aggregate maximum Tasks per Year of the Account Holder.

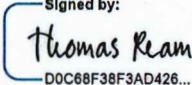
Signed

The undersigned has read and accept the Order Form and the terms outlined above. The undersigned certifies that this Order Form is fully authorized and affirm the organization's commitment to pay for the Order Form.

Account Name: Kern County Hospital Authority

By: _____
Name: Phil McLaughlin
Title: Chairman, Board of Governors
Date: January 15, 2025

Workato Inc.

Signed by: 
By: _____
Name: Thomas Ream
Title: Chief Financial Officer
Date: Jan 7, 2025 | 10:04:41 AM PST

Purchase Order: Required

REVIEWED ONLY
NOT APPROVED AS TO FORM

By *Shannon Hochstein*
Kern County Hospital Authority

Statement of Work

Customer Name: Kern Medical

Customer Address: 1700 Mount Vernon Ave, Bakersfield, CA 93306

This Statement of Work (the "SOW") is entered into effective as of the last signature below (the "Effective Date") pursuant to and incorporates by reference the terms Terms of Service by and between Kern County Hospital Authority ("Kern Medical" or "Customer") and Workato, Inc. ("Workato") dated January 2nd 2024 and all amendments thereto (collectively, the "Agreement"). All capitalized terms not defined in this SOW will have the meaning set forth in the Agreement.

1. Description of Services

(a) Workato will provide services to assist Customer in preparing for Customer's usage of the Workato platform.

(b) This agreement defines a consulting engagement between Workato and the Customer. Consulting engagements only include the commitment to provide Professional Services hours and Workato cannot guarantee specific outcomes as a result of consulting engagements.

2. Reserved

3. Customer's Obligations

Customer acknowledges that its timely provision of and access of assistance, cooperation, complete and accurate information and any necessary data or system to Workato are essential to the performance of any services set forth in this SOW. Workato will not be responsible for any deficiency in performing the services if such deficiency results from the failure of Customer or its employees and agents to comply with the terms of this section.

Customer will perform the following activities:

(a) Obtain a license to the Workato Platform under separate contract prior to the commencement of the Services under this SOW.

(b) Provide Workato with full access to relevant functional, technical, and business resources and personnel with adequate skills and knowledge to support the performance of the Services, including Customer system and the Third-Party Applications that are part of the Automation.

(c) Provide any notices, and obtain any consents, required for Workato to perform the Services.

(d) Provide Workato access to any development environments to the extent necessary for Workato to perform the Services.

(e) Provide a detailed set of requirements in relation to the Automation (including the use cases) as set forth in Section 1.

(f) If while performing the Services, Workato requires access to other Third-Party Applications that are part of the Automation, Customer will be responsible for acquiring all appropriate license rights necessary for Workato to access such Third-Party Applications on Customer's behalf.

(g) Provide Workato access to sandbox instances or test areas of the Third-Party Applications set forth in the Automation.

(h) Responsible for any Integration testing and UAT, including the provision of the applicable test scenarios and test data, which should only be the dummy data and not include any personal data or production data.

(i) Responsible for rolling out the Automation to production as set forth in Section 5(d), including support/updates/maintenance of any Connectors.

(j) Provide Workato with a minimum of one (1) business days advance notice before any meetings are scheduled.

4. Project Assumptions:

(a) The parties acknowledge and agree that the performance of the Services does not require or involve the processing of personal data.

(b) All Services set forth in this SOW will be performed remotely during Workato's regular Business Hours as follows: (i) United States and Canada - 5:00am to 5:00 pm PT; (ii) Europe, Middle East and Africa – 8:00 am to 5:00 pm CET; and (iii) Asia Pacific – 8:00 am to 5:00 pm SG Monday through Friday (excluding local public holidays), unless mutually agreed upon in advance. In the event that meetings are necessary, such meetings shall be scheduled based upon the time zone in which the Workato resources reside, as determined by the Workato project manager.

(c) Workato may engage a partner to perform any/or all its obligations under this SOW, provided that Workato shall remain liable for such partner's performance of its obligations under this SOW.

(d) Where necessary, any travel expenses to the Customer site will be an additional cost at the rates agreed to by the parties and set forth in this SOW. Workato agrees not to incur any expenses under this SOW without Customer's prior written approval.

(e) All communications between the parties for the Services provided under this SOW will be provided in English.

(f) The following services are not within the scope of Services of this SOW:

- (i) User acceptance testing ("UAT") or end-to-end integration testing ("E2E")
- (ii) Data sanity testing
- (iii) Third Party Application support
- (iv) Job monitoring or job scheduling
- (v) Infrastructure or network support
- (vi) Rollout to Production

(g) Customer acknowledges that if Workato's cost of providing the Services increases because of Customer's failure to meet Customer's obligations under this SOW, failure to cooperate, or because of any other circumstance outside of Workato's control, then Workato may cease providing the Services.

5. Project Plan and Phases

Workato will endeavor to support the above services in accordance with Workato standard delivery methodology, as outlined below:

- (a) Recipe design planning
- (b) Implementation and unit testing
- (c) Support for Customer's E2E integration testing/UAT testing
- (d) Support for Customer's rollout to production support
- (e) Knowledge transfer to Customer team responsible for maintenance and support of the Automation

6. Fees and Payment Terms

(a) All fees shall be billed in full at contract execution. All invoices are due in accordance with terms detailed in the Agreement, or within thirty (30) days if such terms do not exist. Unused hours will expire per Section 7.

(b) The fees set forth below do not include any travel expenses or taxes.

Resource	Hourly Rate	Number of Hours	Discount	Total
Platform Solutions Engineer	\$250.00 USD	40	100%	\$0 USD
Total:				\$0 USD

Workato may choose to shift/adjust hours used between resources to be different from estimates above based on project needs. Fees shall not exceed \$0.00 USD absent Customer's prior written approval.

7. Term

The Term of this Agreement shall be for a period of 2 months from the Effective Date. The expected project timeline is 40 hours, but may vary due to project factors. Any unused hours remaining at the end of the Term shall expire and cannot be transferred or refunded.

8. Right to Use

Customer's right to use the Recipes and Connectors created under this SOW shall be in accordance with the terms of the Agreement.

9. Limitation of Liability

Notwithstanding anything to the contrary in the Agreement, in no event will Workato's or its Affiliates' liability for any damages, losses, and causes of action arising out of or relating to the performance of Services under this SOW exceed in the aggregate, the fees paid or payable to Workato under this SOW.

10. Order of Precedence.

In the event of any inconsistencies between (i) the Agreement and the Order Form, the Order Form shall take precedence; and (ii) the Order Form and this SOW, the SOW shall take precedence.

11. Change Control Process

Any request for changes to the scope, time, specifications, requirements, costs or contractual obligations related to the scope of Services must be in writing. If estimated hours are insufficient to deliver the Services, a change order for additional hours must be executed by the parties. Changes may incur additional fees.

12. Project management


Each party agrees to designate a project manager (or, in the case of Workato, a customer service manager) who shall be responsible for coordinating its activities under this SOW. The parties agree to direct all inquiries concerning the Services to the other party's project manager. Customer project manager shall have the authority to approve Services on Customer's behalf. Workato's project manager shall have the sole right to exercise direct control and supervision over the work assignments for Workato's resources.

IN WITNESS WHEREOF, the parties have caused this SOW to be signed by their duly authorized representatives as of the Effective Date written above.



WORKATO, INC.

Customer: Kern County Hospital Authority

By: 
Signed by:
 Thomas Ream
 D0C68F38F3AD426...

Name: Thomas Ream

Title: Chief Financial officer

Date: Jan 7, 2025 | 10:04:41 AM PST

By: _____

Name: Phil McLaughlin

Title: Chairman, Board of Governors

Date: January 15, 2025

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Shannon Hochstein
Kern County Hospital Authority



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Report on Kern Medical Center Undergraduate and Graduate Medical Education

Recommended Action: Receive and File

Summary:

The Department of Graduate Medical Education will provide your Board with an overview of the undergraduate and graduate medical education programs at Kern Medical. The presentation will cover our extensive history of medical education at the postgraduate level, the evolution and maturation of the programs over time, and the strategic role Kern Medical plays in serving the professional needs of our medically underserved area in Kern County. In addition, we will highlight our academic institutional affiliations and a vision for the future of the programs over the next decade.

Therefore, we recommend your Board receive and file this report.



**UNDERGRADUATE
& GRADUATE
MEDICAL
EDUCATION**

**KERN MEDICAL
2024-2025**

Residencies & Fellowships



- Kern Medical has over **65** years of Medical Education experience



240 + Medical Students, Residents, & Fellows

Incoming 2024 Class of Residents & Fellows



Academic Programs

2024-2025 Recruitment

Residency	Applications	Interviews	PGY-1 Positions
Internal Medicine	3,135	217	12
Psychiatry	1,014	72	7
General Surgery	673	100	4 (2 Five-Year) (2 One-Year)
Ob-Gyn	522	60	4
Emergency Medicine	491	100	7

Background



- We invest our clinical profit margin as the primary source of funding for all our academic programs
- Current Resident Salary: \$70,300 Base (\$107,315 with Benefits)
- Current Reimbursement from Direct & Indirect Medical Education sources (DGME/IME) is only \$35,715 per Resident
- We currently educate 112 Residents plus 125 Medical Students
- Started a "Pathway" Program to identify and prepare local high schoolers through Bakersfield College (BC), Cal State University Bakersfield (CSUB), and Western University Health Sciences (a DO medical school in Pomona & Oregon)

Kern County Health Facts



- Kern ranks 57/58 for health in CA
- Incidence of Diabetes is nearly double the state average
- 45% of 5th Graders are clinically obese
- 45% of Kern County residents are enrolled in Medi-Cal
- 1 of every 2 people do not exercise at appropriate levels in Kern
- 1 of every 10 people are uninsured

Academic Challenges



- Attracting top Resident Candidates
- Branding (despite UCLA Affiliation)
- No local Medical School to source from
- Kern County is medically underserved
 - 47 Primary Physicians per 100K (Need 60-80 per US Dept. of HHS)
 - 81 Specialists per 100K (Need 85-105 per US Dept. of HHS)
- Assembly Bill 2357 requires a sizeable Endowment & UC commitment to build a Kern County Medical School
- We propose a phased approach to establish a Medical School Satellite Campus of Western University in Kern County for considerably lower cost over 7 years

Medical School Affiliations



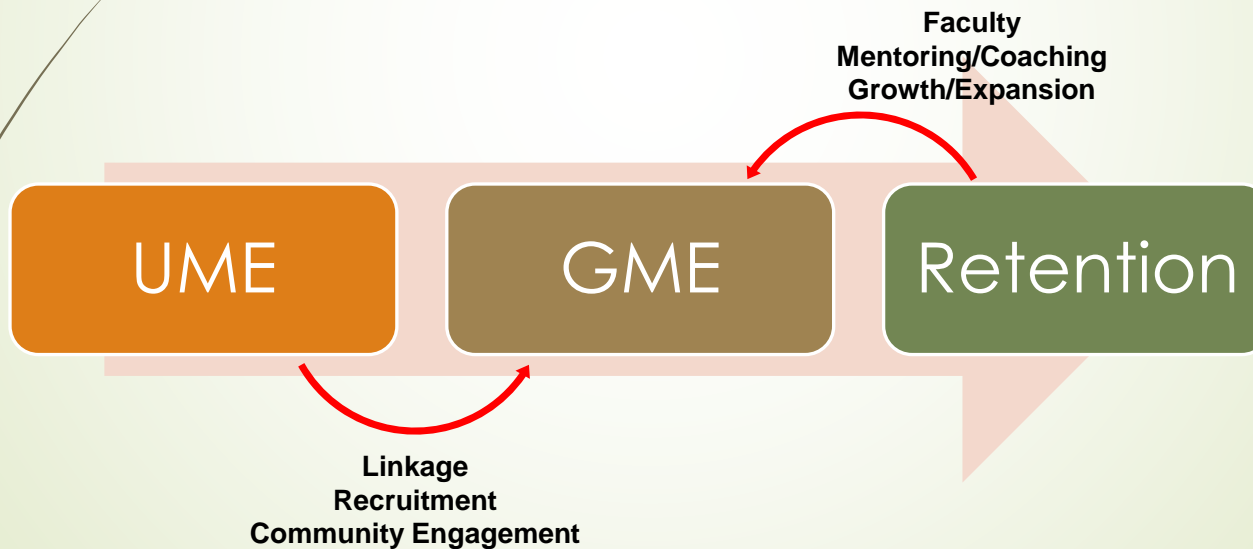
- UCLA
- USC
- Cedars-Sinai
- Ross University
- American University of the Caribbean (AUC)

About Western University:

- College of Osteopathic Medicine of the Pacific (COMP)
- Locations
 - Pomona, CA (COMP)
 - Lebanon, OR (COMP-NW)
- U.S. News & World Report Ranking
 - Ranked Tier 1 for Primary Care Training
 - Tier 1 Schools are in the 85th Percentile
 - One out of 15 Tier 1 Schools in the nation

Future Academic Programs

- Transitional Year Program 2025
 - Family Medicine by 2027
 - Endocrine, Diabetes & Metabolism by 2028
 - Nephrology by 2029
 - Pulmonary by 2030
- **Future Focus: Pathway Program**

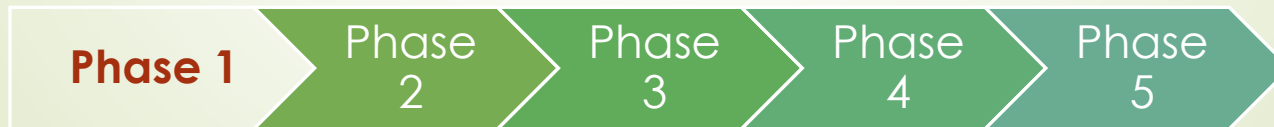


Phase 1 CSUB & BC College Linkage Program

**BAKERSFIELD
COLLEGE**

CSUB

- Timeline: Fall 2024
- Participants: 5-10 Pre-Med Students Annually
- Preferential access to medical school w/ 3rd year clinical rotation at Kern Medical
- Actively recruiting now



Phase 2 COMP-Central Valley Underserved Track



- Timeline: Fall/Winter 2024
- Participants: 8-10 First-year Medical Students
- Longitudinal track
- Virtual lectures
- In-Person Workshops
- 3rd Year Clinical Rotation @ Kern Medical



Phase 3 Addition of Summer Clinical Immersion Program



Timeline: Fall 2025



**10-15 First Year
Students on COMP
Underserved Track**



**Place in a 4-week
clinical immersion
program at Kern
Medical**

3rd Year Clinical Rotation

Add 4-Week Summer
Immersion program @ Kern
Medical

- Primer in Cardiology, Pulmonology, and Nephrology
- Hands-on Clinical Experience
- AM Rounds + Classroom Instruction

Phase 1

Phase
2

**Phase
3**

Phase
4

Phase
5

Phase 4 2nd Year of Medical School in Bakersfield



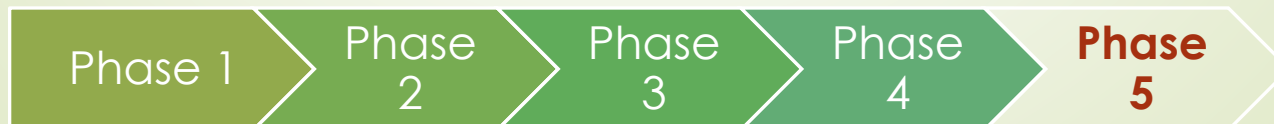
- Timeline Fall 2028
- 20-30 medical students from class of 2032
- Spend 1st year in Pomona
- Relocate to Kern for 2nd-3rd year
- Curriculum delivered locally
- Supported by COMP & Kern Faculty, Staff, and Administrators



Phase 5 Western-Kern Medical Center for Medical Education



- Timeline: 2032-2035
- Co-create a center for medical education & community use
 - Classrooms
 - Skill Labs/Clinical Space
 - Expanded Simulation
 - Office/Study Space
 - Community Education Rooms
 - Childcare
 - Wellness Center (Gym & Exercise Classes)



The Academic Experience

- POCUS Training
- SIM Lab Training
- Didactic Lectures
 - Lectures Per Year: ~590
 - EM: 45
 - IM: 210
 - Psych: 93
 - Child & Adolescent: 40
- Departmental Morbidity & Mortality (M&M) Conferences
- Nursing & Ancillary Education
- Leadership Training
- Monthly Lunch w/ the DIO, CMO, CEO



Addiction Psych: 40

Surgery: 80

OB/GYN: 80

Medical Student Union Building



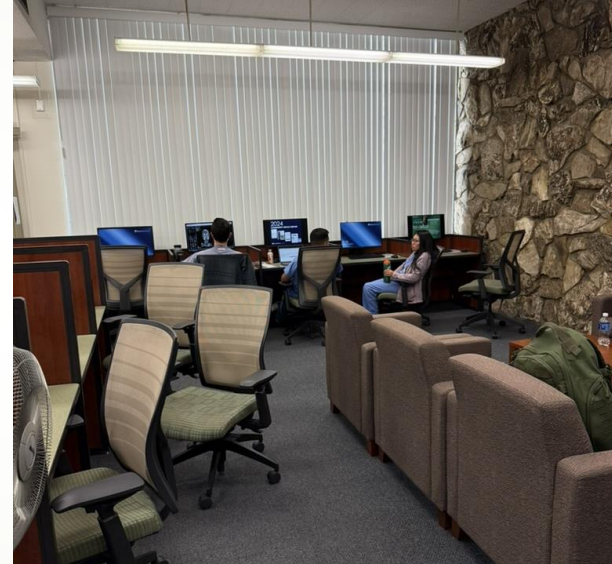
Accessible Around the Clock
Kitchen & Lounge Area
Collaborative Learning Space
Backpack Cubbies & Lockers
17 Computer/Study Stations
High-Tech Conference Room
Network Color Copier & Printer



Kern Medical Library



1958



2024



Kern Medical Simulation Center Quarterly Activity

SIM	Dept	# of SIMs	# of Students
ACLS Drills	SIM Center	10	56
Surgery OSCE's	Surgery	15	55
OB Nurse SIMs	OB/Gyn	12	52
RA Workshop	SIM Center	5	29
IM MS3 SIMs	Int Medicine	5	21
De-Escalation	Behavioral	3	16
IM Procedures	Int Medicine	4	12
IM OSCE's	Int Medicine	4	9
Psych OSCE's	Psychiatry	4	8
Lerdo Jail SIMs	Lerdo Jail	2	6
EM MS4 SIMs	Emergency	1	4
Peds OSCE's	Pediatrics	1	2

The Academic Experience

- Monthly Graduate Medical Education (GME) Committee
- Affiliated with David Geffen School of Medicine at UCLA
 - Access to UCLA Medical Library and Literary Resources
- Academic Clinical Faculty have UCLA Faculty Appointments
 - Emergency Department Chair is Vice Dean of EM at UCLA
- Distance Learning with Medical Schools
- IRB Sponsored Research
 - Providing GME Research for >30 Years
- Southern San Joaquin Valley Regional Research Forum
 - Forum is in it's 6th Year now
 - Grown to Renegade Ballroom @ Bakersfield College
 - 94 Projects in 2024
 - 3,961 Patients included
 - ~60-65 Publications from our Residents & Faculty Annually
- Medical Library
- Medical Student Union



Clinical Rotation Sites

- Emergency Medicine
 - Cedars-Sinai for invasive Cardiology
 - Valley Children's for Pediatric Critical Care
 - Ronald Reagan UCLA Medical Center for Toxicology
 - CHLA for Pediatric Emergency Medicine
- Internal Medicine / Infectious Disease
 - Greater Los Angeles VA for Ambulatory Care
 - Olive View/UCLA for Clinical Microbiology & ID Transplant Care
 - LA County Harbor for various fellowship rotations
 - Ronald Reagan for Inpatient Transplant Care

Clinical Rotation Sites

- Addiction Medicine Fellowship
 - Community Action Partnership – M Street Navigation Center for Shelter Medicine
 - Lerdo Justice Facility for Correctional Medicine and Medication Assisted Rx
 - Kern BHRS for Medication Assisted Rx & Behavioral Disorders
 - James Bowles Youth Detention Center for Confinement Care
- OB/GYN Residency
 - USC Arcadia Hospital for Minimally Invasive Surgery
 - Global Premier Fertility – Inland Empire for Advanced Reproductive and Fertility
 - San Gabriel Valley Medical Center for Minimally Invasive Surgery

Clinical Rotation Sites

- Psychiatry Residency & Addiction Psychiatry Fellowship
 - Kern BHRS for Outpatient Care
 - Greater Los Angeles VA for Chemical Dependency Clinic & Consultation – Liaison Services
 - Olive-View UCLA for Neurology
 - UCLA Neuropsychiatric Hospital & UCLA Resnick Neuropsychiatric Hospital for Child & Adolescent Partial Hospitalization & Intensive Outpatient Program Rotation
- Surgical Residency Program
 - Ronald Regan UCLA Medical Center for Transplant Rotation
 - Community Regional Medical Center in Fresno for Burn Management Rotation
 - Valley Children's Hospital in Madera for Pediatric Surgery Rotation
 - Central California Heart & Lung Surgery in Clovis for Cardiothoracic Care
 - City of Hope in Duarte for Surgical Oncology





**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2024

Subject: Kern County Hospital Authority Chief Financial Officer Report – November 2024

Recommended Action: Receive and File

Summary:

Kern Medical Operations:

Kern Medical key performance indicators:

- Operating gain of \$223,215 for November is \$197,504 more than the November budget of \$25,711 and \$158,073 less than the \$381,288 average over the last three months
- EBIDA of \$1,922,208 for November is \$268,901 more than the November budget of \$1,653,307 and \$177,833 less than the \$2,100,041 average over the last three months
- Average Daily Census of 176 for November is 11 more than the November budget of 165 and 2 less than the 178 average over the last three months
- Admissions of 881 for November are 48 more than the November budget of 833 and 35 more than the 846 average over the last three months
- Total Surgeries of 487 for November are 28 more than the November budget of 459 and 29 less than the 516 average over the last three months
- Clinic Visits of 18,840 for November are 1,707 more than the November budget of 17,133 and 2,018 less than the 20,858 average over the last three months

The following items have budget variances for the month of November 2024:

Patient Revenue:

Gross patient revenue has an 2% favorable budget variance for the month and a 6% favorable budget variance on a year-to-date basis. The variance is mainly due to a 3.5% charge description master (CDM) price increase that became effective on July 1, 2024 and to a lesser extent, patient volumes. Kern Medical expects strong patient census levels and consistently high gross patient revenue for FY 2025.

Indigent Funding Revenue:

Indigent funding has an unfavorable budget variance due to a conservative approach to recognizing indigent funding revenue. For the month of November, Kern Medical has only recognized 95% of the total projected revenue for the Managed Care Rate Range Program, the Medi-Cal Quality Assurance Fee Program, the Physician SPA Program, the Graduate Medical Education (GME) Program, and the AB915 Outpatient Supplemental Funding Program. Kern Medical will recognize 100% of total projected revenue for the Medi-Cal waiver programs including the Global Payment Program (GPP), CalAIM, the Enhanced Payment Program (EPP), and the Quality Incentive Program (QIP). On a year-to-date basis there is a favorable budget variance for indigent funding. In prior months, additional revenue was recognized based on favorable changes in estimates for the Enhanced Payment Program (EPP) from increased payments by the California Department of Health Care Services (DHCS) recognizing cost increases and certain structural payment deficits for the state's designated public healthcare systems. The EPP program received an increase for calendar year (CY) 2024.

Owned and Operated by the Kern County Hospital Authority
A Designated Public Hospital

1700 Mount Vernon Avenue | Bakersfield, CA 93306 | (661) 326-2000 | KernMedical.com

Other Operating Revenue:

Other operating revenue is over budget for the month due to the receipt of grant funds from Kern Health Systems for the Healthcare Workforce Initiative. On a year-to-date basis, items such as medical education funding, other grant funding, and Proposition 56 funding are received quarterly or otherwise periodically. Therefore, actual month-to-date and year-to-date revenue compared to the budget fluctuates throughout the year.

Other Non-Operating Revenue:

Other non-operating revenue is under budget for the month and year-to-date. Revenue received for miscellaneous items such as providing out-of-network physician services is not received consistently throughout the year. Therefore, the actual dollar amount recorded for this line item may fluctuate vs. budget on a monthly basis but should align with budget on a year-to-date basis by year-end.

Salaries Expense:

Salaries expense is 2% over budget for the month and 1% under budget on a year-to-date basis.

Benefits Expense:

Benefits expense is at the targeted budget amount for the month and is 1% over budget year-to-date due to higher than anticipated payments for retirement and pension expenses.

Nurse Registry Expense:

Nurse registry expense is 2% under budget for the month and 4% over budget year-to-date. In the aftermath of the COVID-19 pandemic, the market rate charged for nurse registry services stabilized. Therefore, the FY 2025 budget for registry expense has been adjusted down accordingly.

Medical Fees:

Medical fees are 9% over budget for the month due to being under accrued in the prior month as Kern Medical contracted with a few additional new physicians. On a year-to-date basis medical fees are 5% over budget because of higher-than-average monthly fees paid to the Acute Care Surgery Medical Group, the Locum Tenens physician staffing agency, and various physicians. The Acute Care Surgery Medical Group is engaged to support trauma services at Kern Medical.

Other Professional Fees:

Other professional fees have an unfavorable budget variance for the month and on a year-to-date basis. The variance is due to higher-than-average legal fees, physician recruiting expenses, and other fees for various consultants.

Supplies Expense:

Supplies expense is over budget for the month and year-to-date primarily due to higher-than-average patient volumes and increases in medical supplies and pharmaceuticals expenses.

Purchased Services:

Purchased services are over budget for the month and on a year-to-date basis because of higher-than-expected software maintenance costs, ambulance fees, Health Advocates patient financial counseling services fees, and fees paid to Signature Performance, Inc. Signature Performance consultants are engaged to support patient health record coding.

Other Expenses:

Other expenses are over budget for the month primarily because of higher-than-average repairs and maintenance expenses. On a year-to-date basis, other expenses are over budget due to higher-than-average advertising costs, electricity costs, and repairs and maintenance expenses.

Interest Expense:

Interest expense is over budget month-to-date and year-to-date due to higher than anticipated pension obligation bond (POB) interest. In addition, a change in the treatment of accounting for leases under GASB 87 was implemented in 2022 and requires leases to be set up as assets at fair market value and amortized over time. Corresponding right-of-use liabilities are also set up for leases with applicable interest expense accrued. The net effect of the implementation of GASB 87 is minimal. The decrease in lease expense under the other expenses section of the income statement is offset by increases in amortization expense and in interest expense.

Depreciation and Amortization Expense:

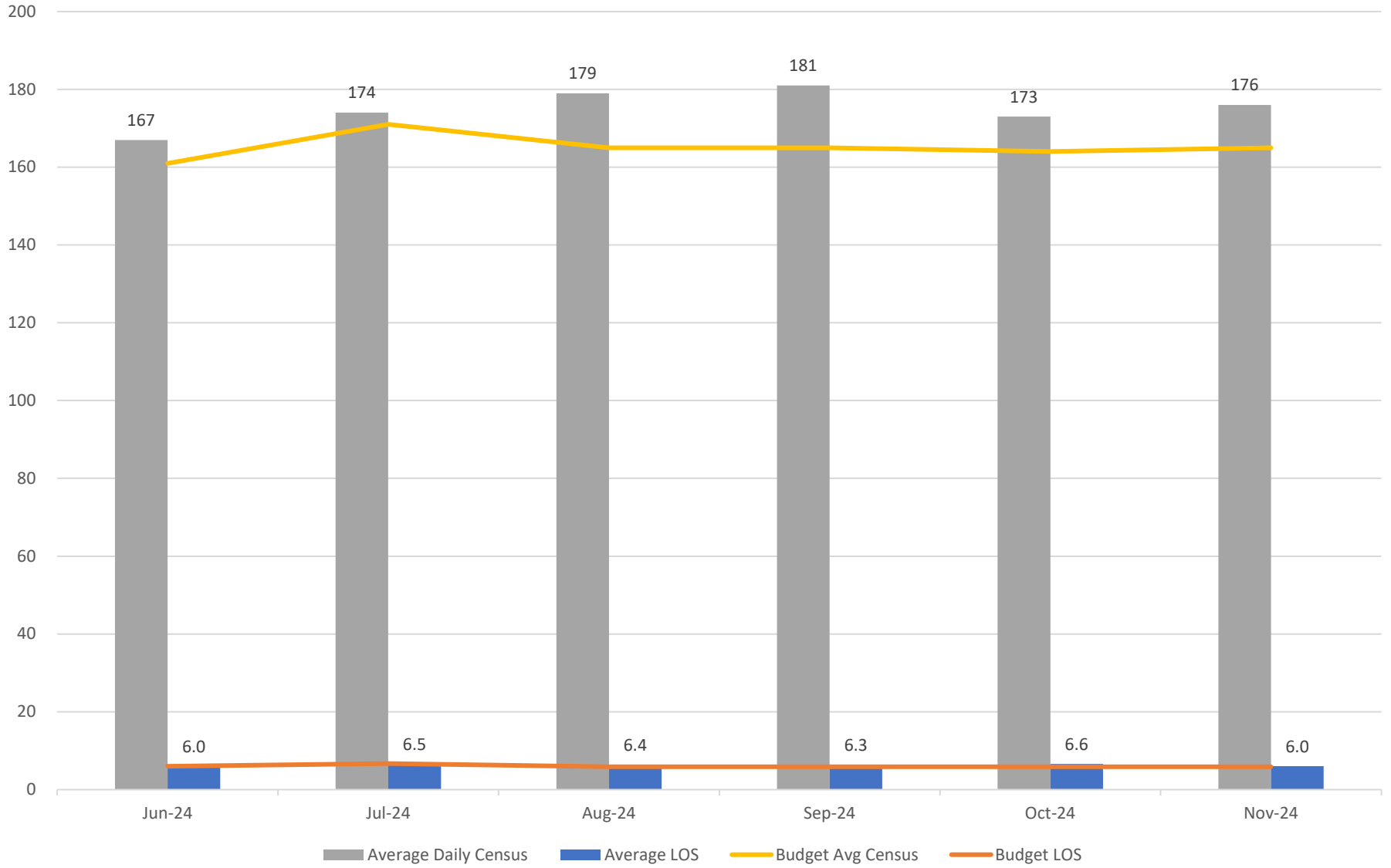
Depreciation and amortization expenses are under budget for the month and on a year-to-date basis. The variance is due to the closure of purchase orders for equipment during previous months and the subsequent reduction in the depreciation accrual.



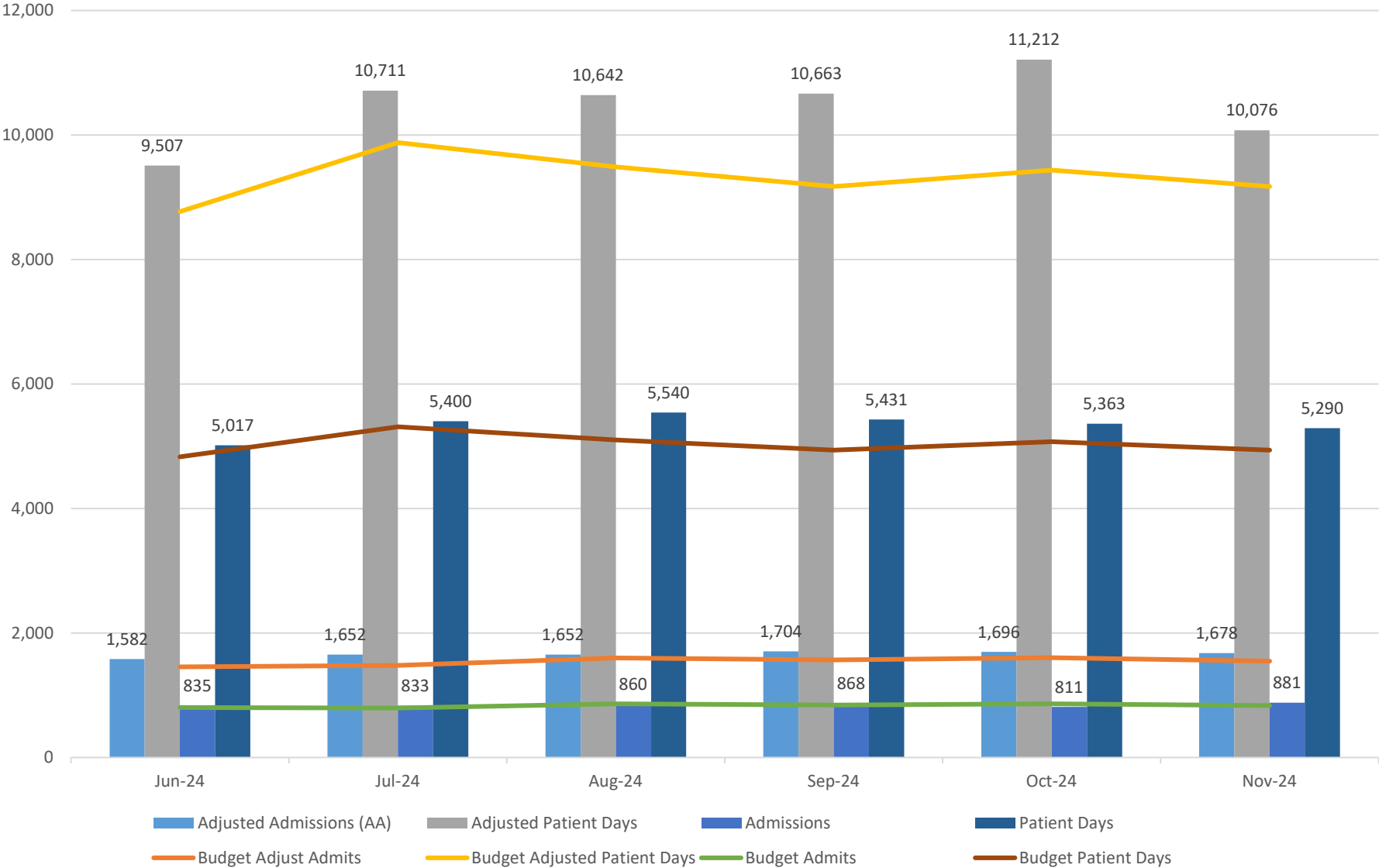
**BOARD OF GOVERNORS' REPORT
KERN MEDICAL – NOVEMBER 2024**



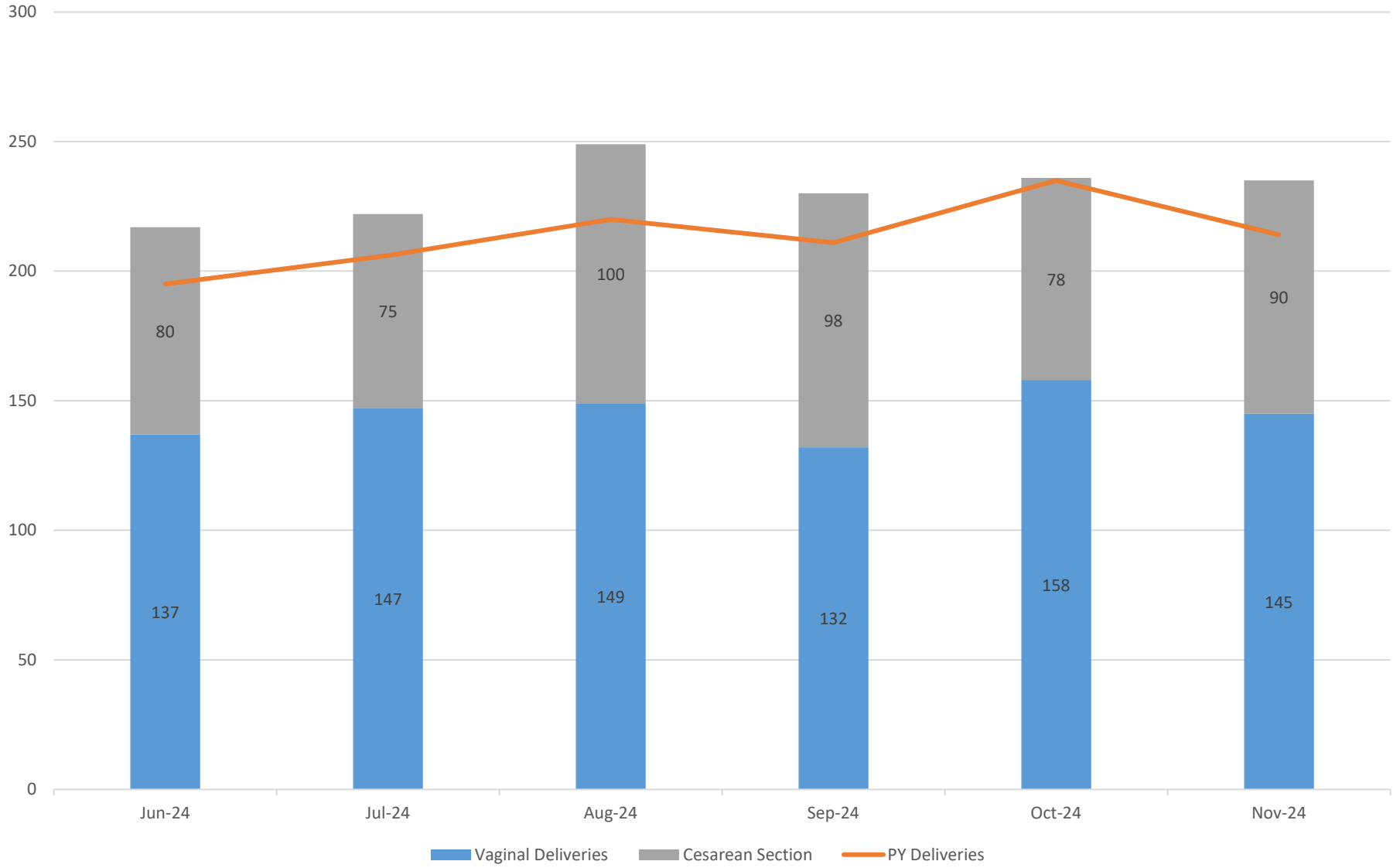
Census & ALOS



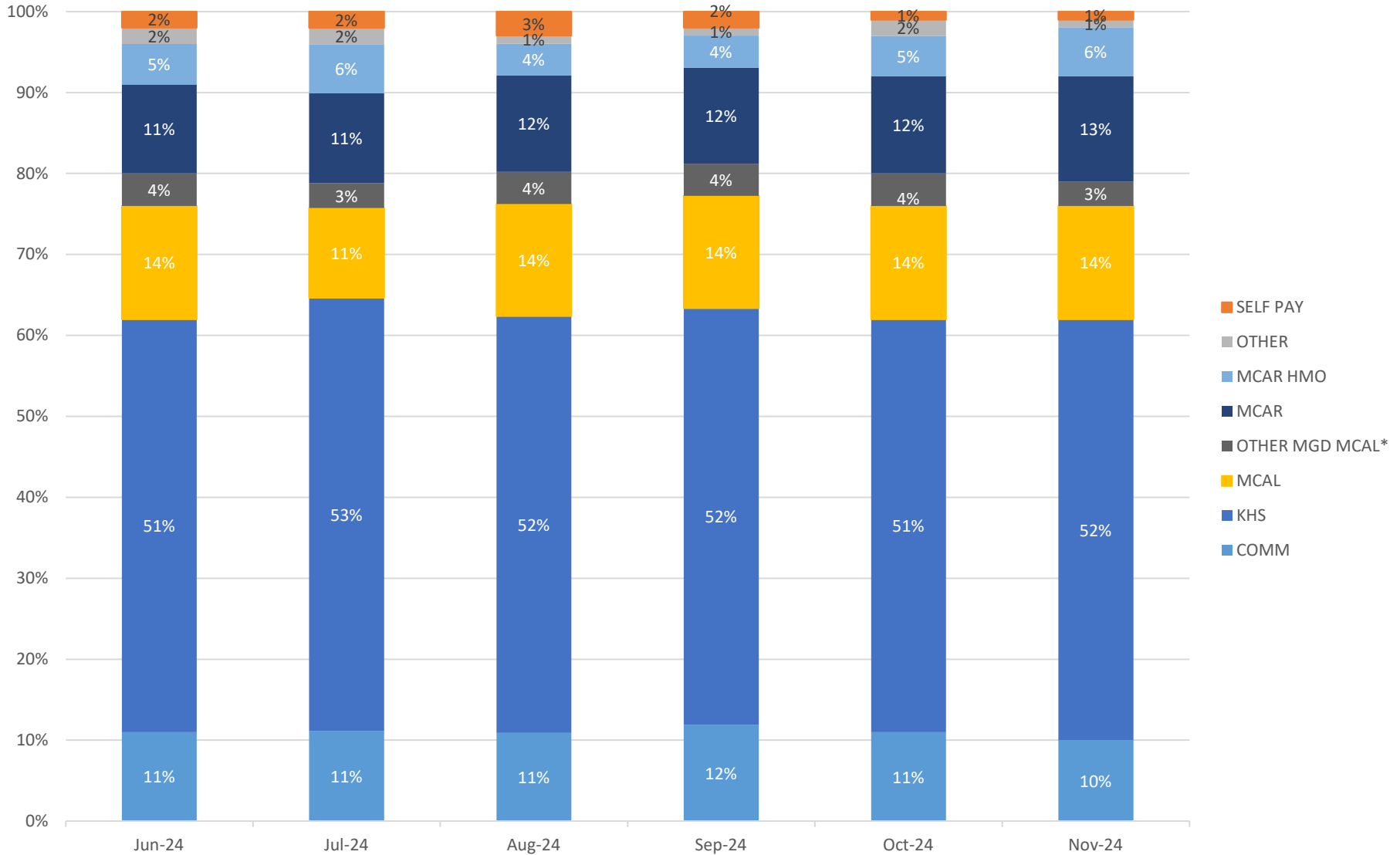
Hospital Volumes



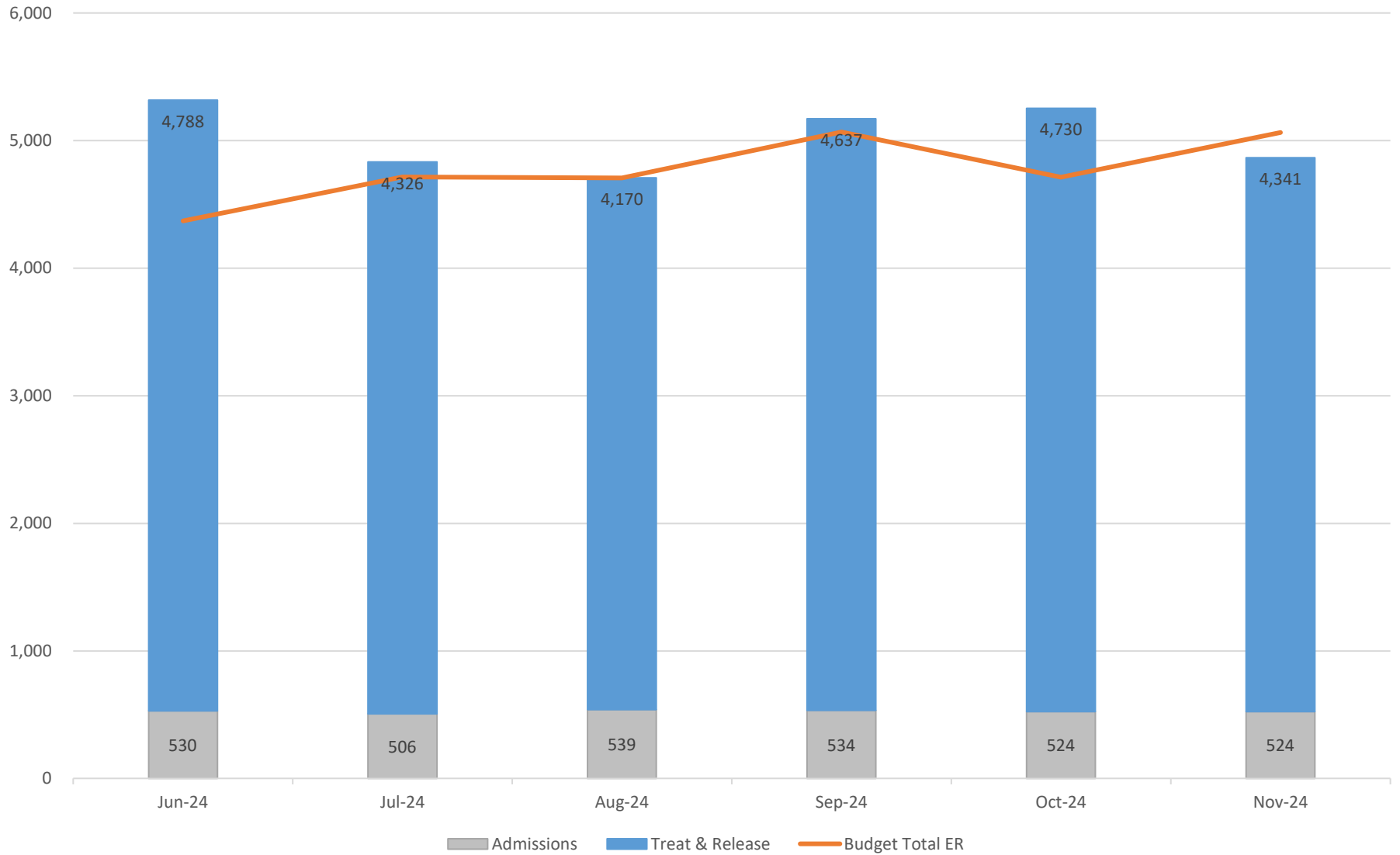
Deliveries



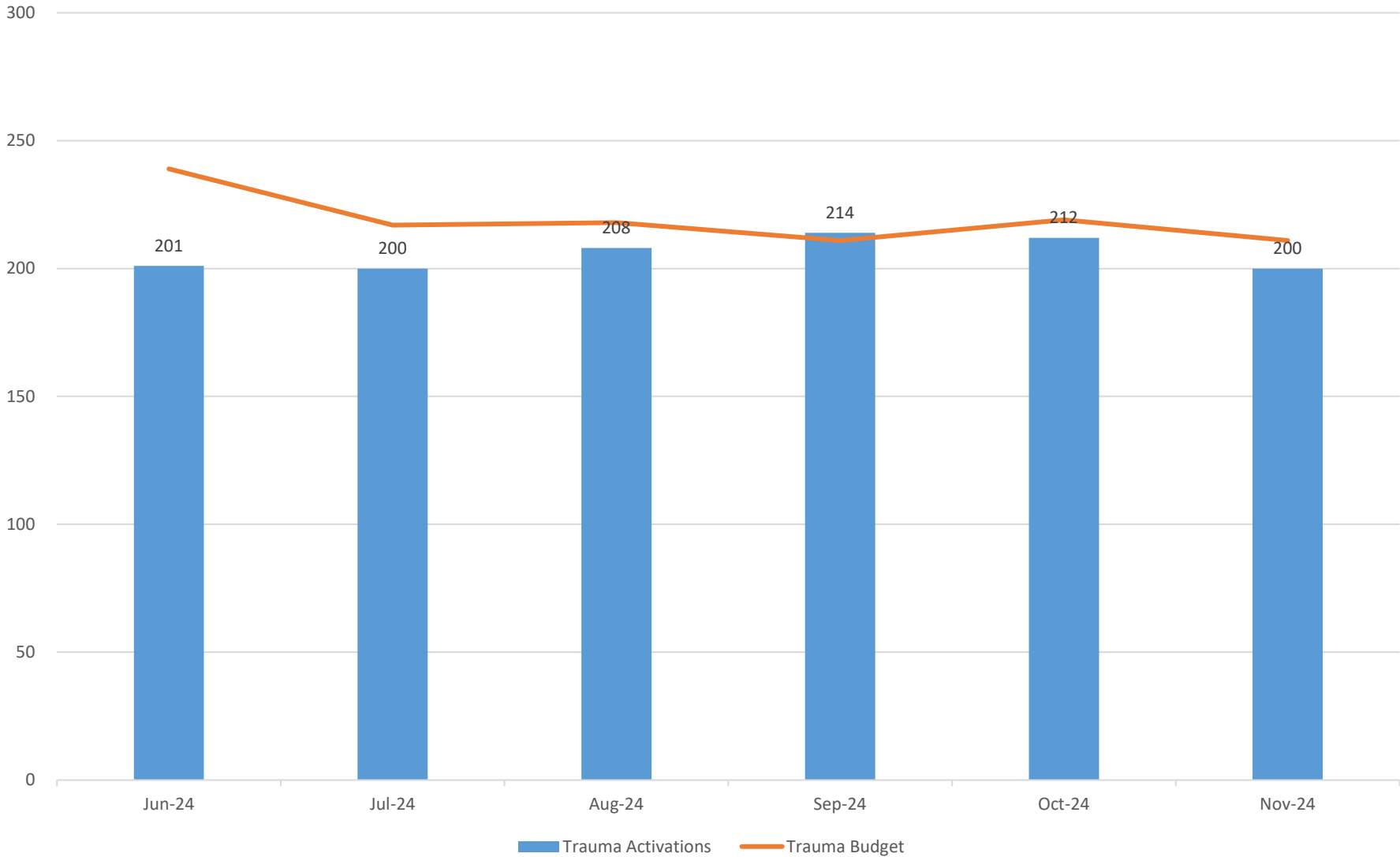
PAYER MIX



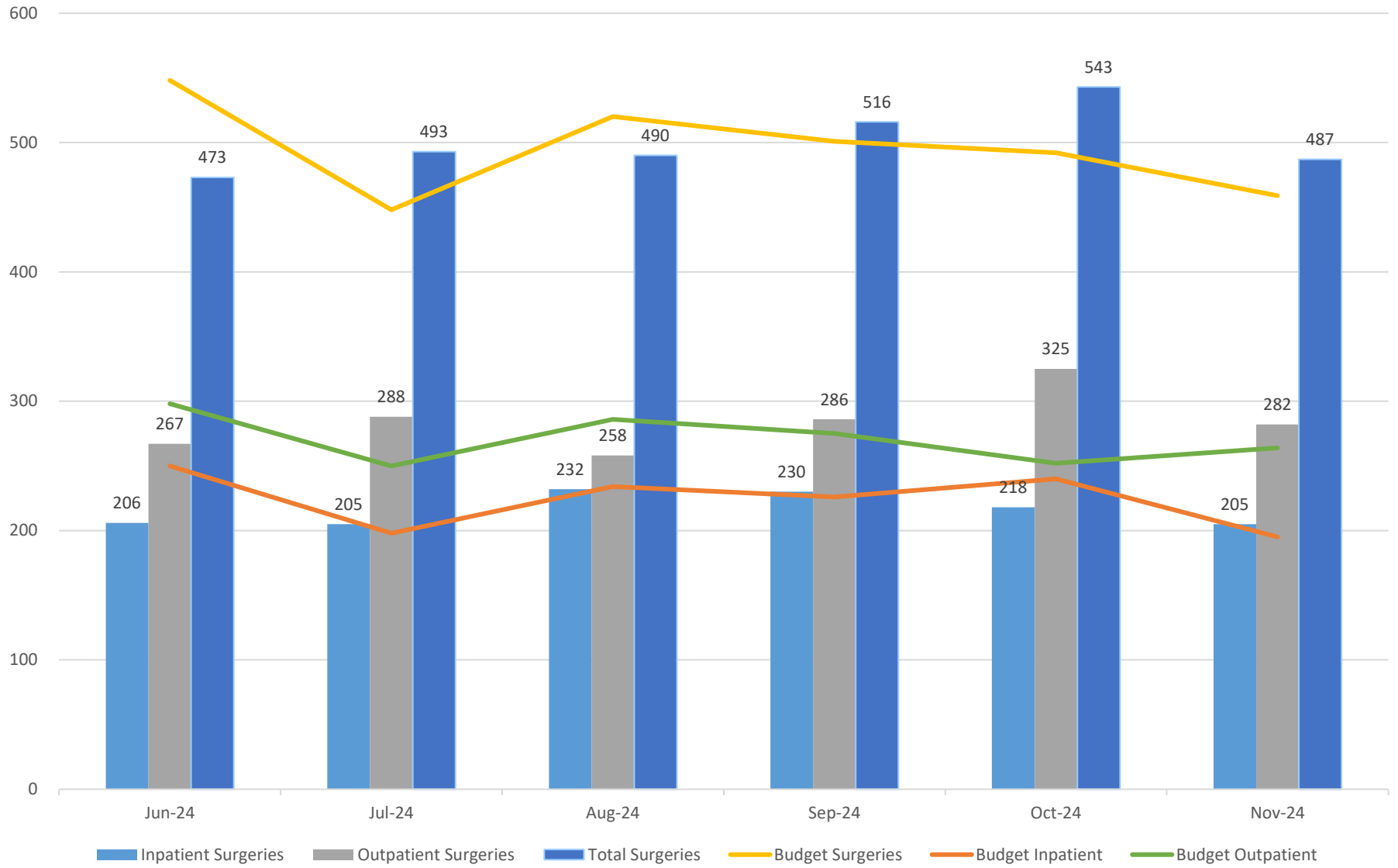
Emergency Room Volume



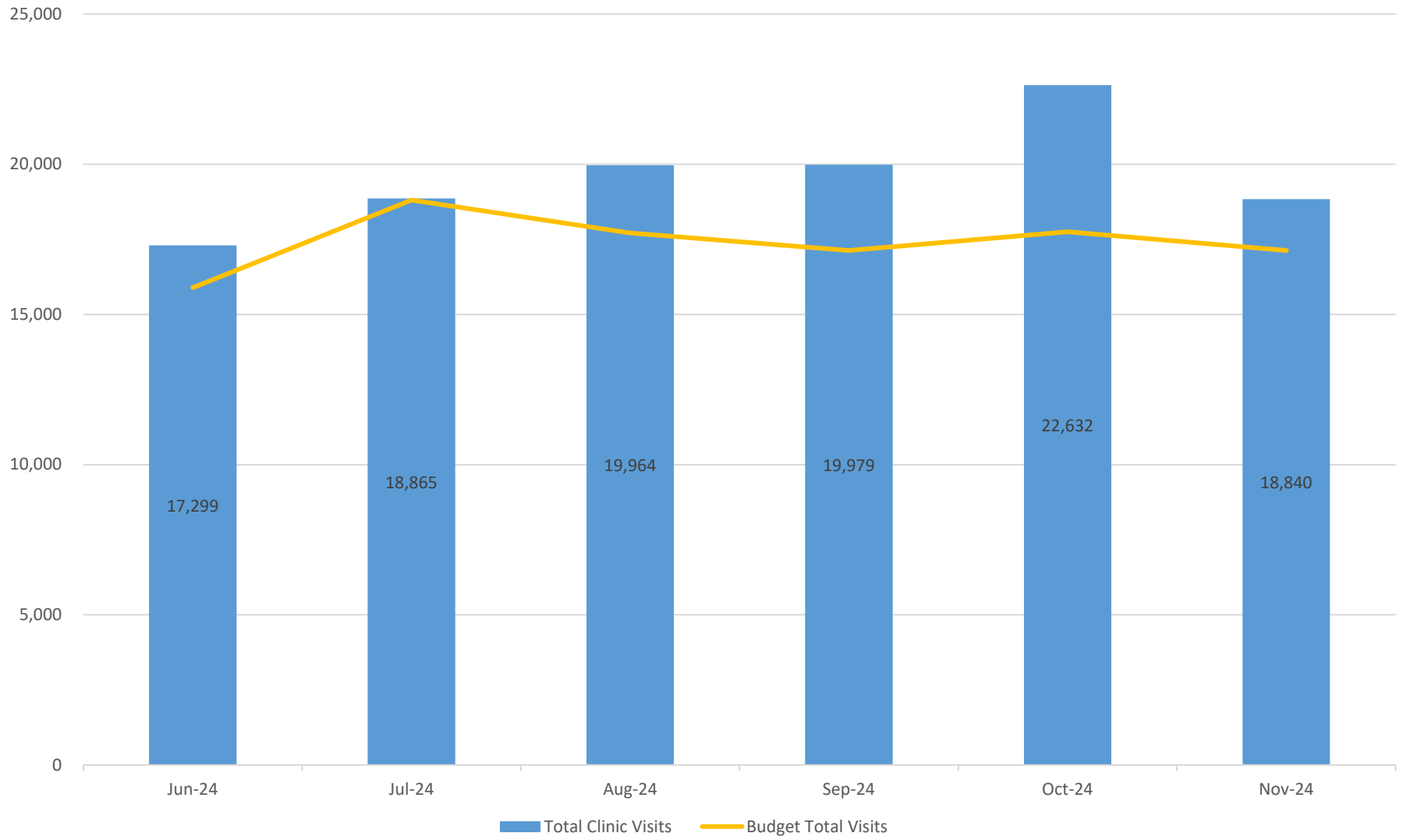
Trauma Activations



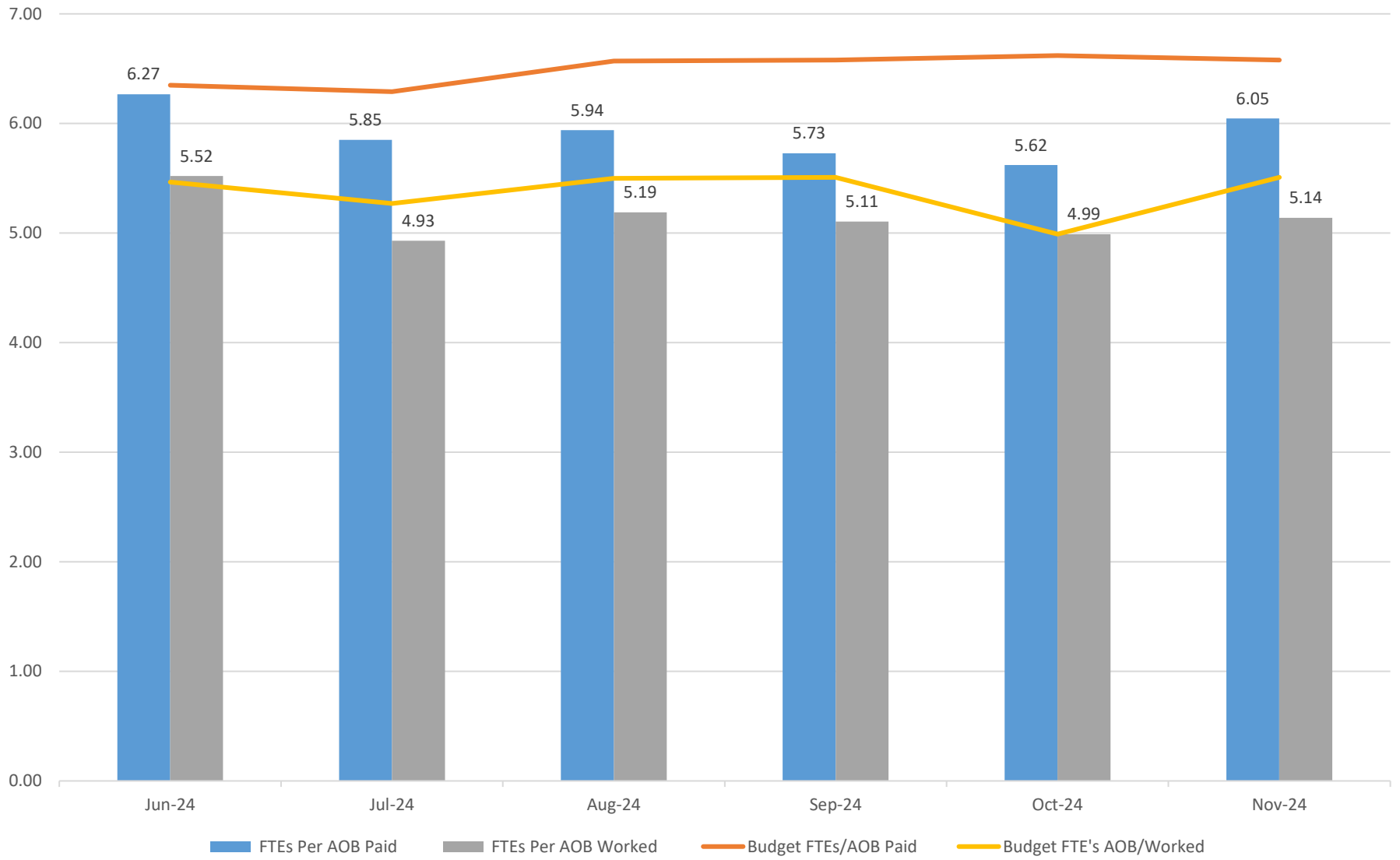
Surgical Volume



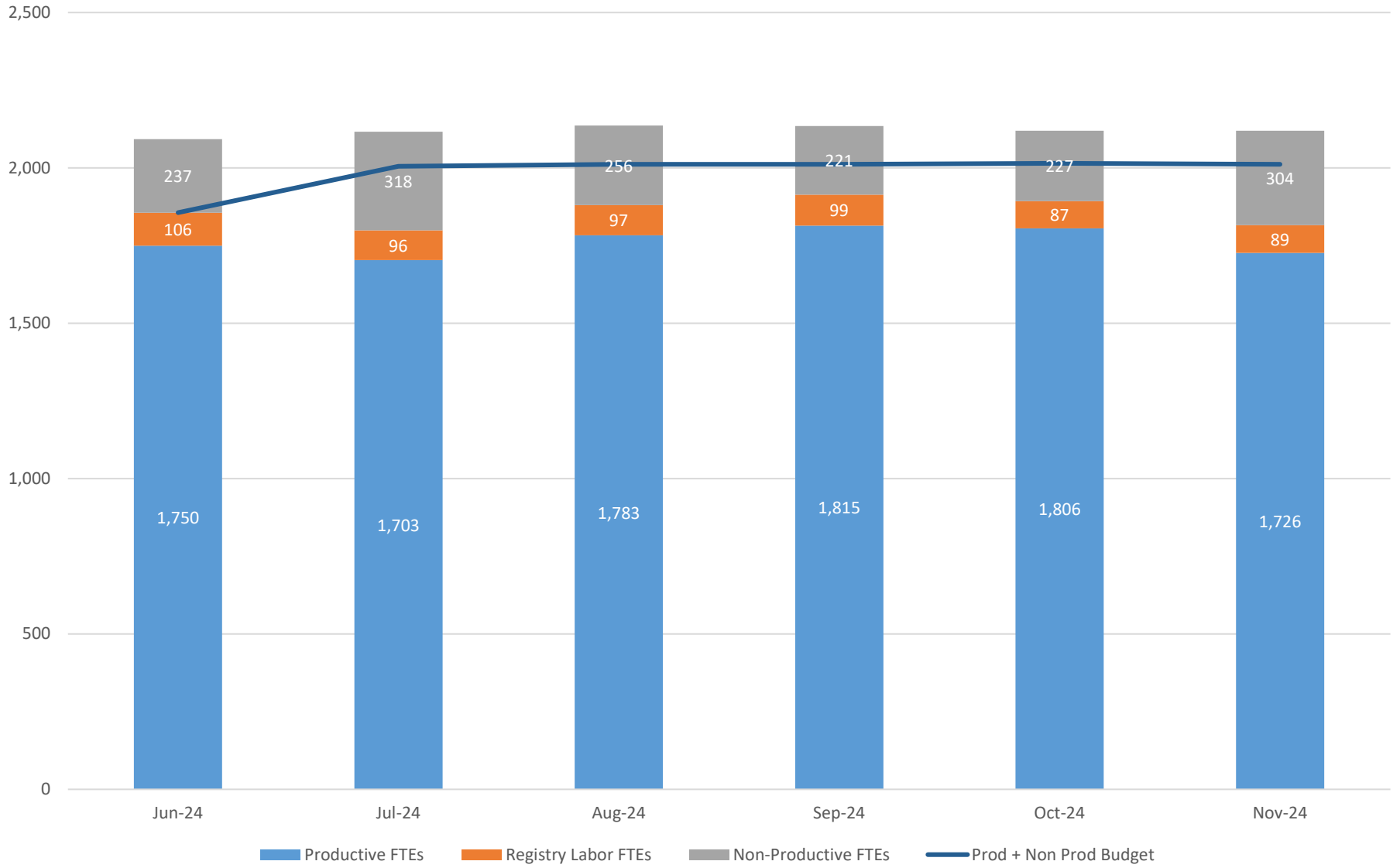
Clinic Visits



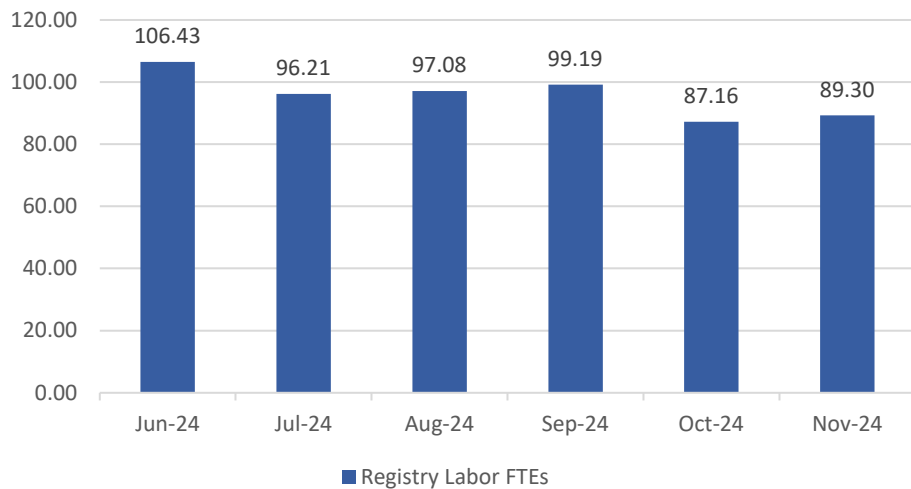
Labor Metrics



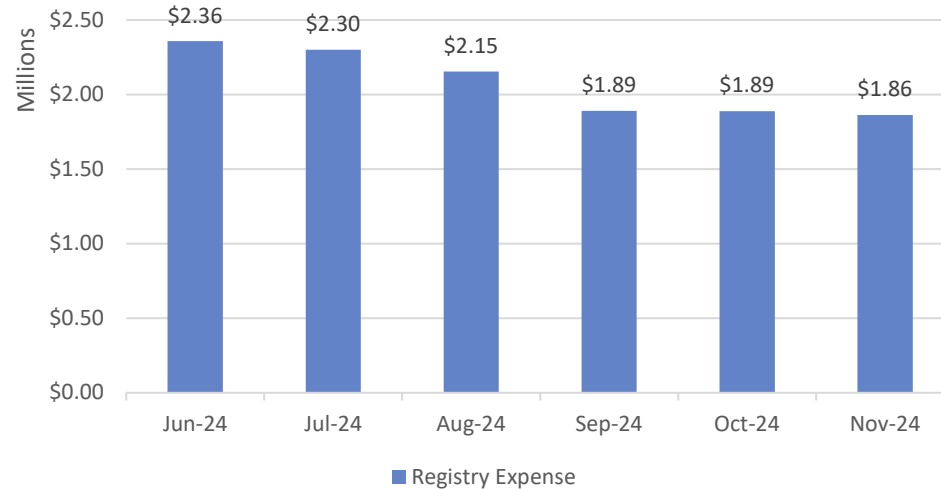
Productivity



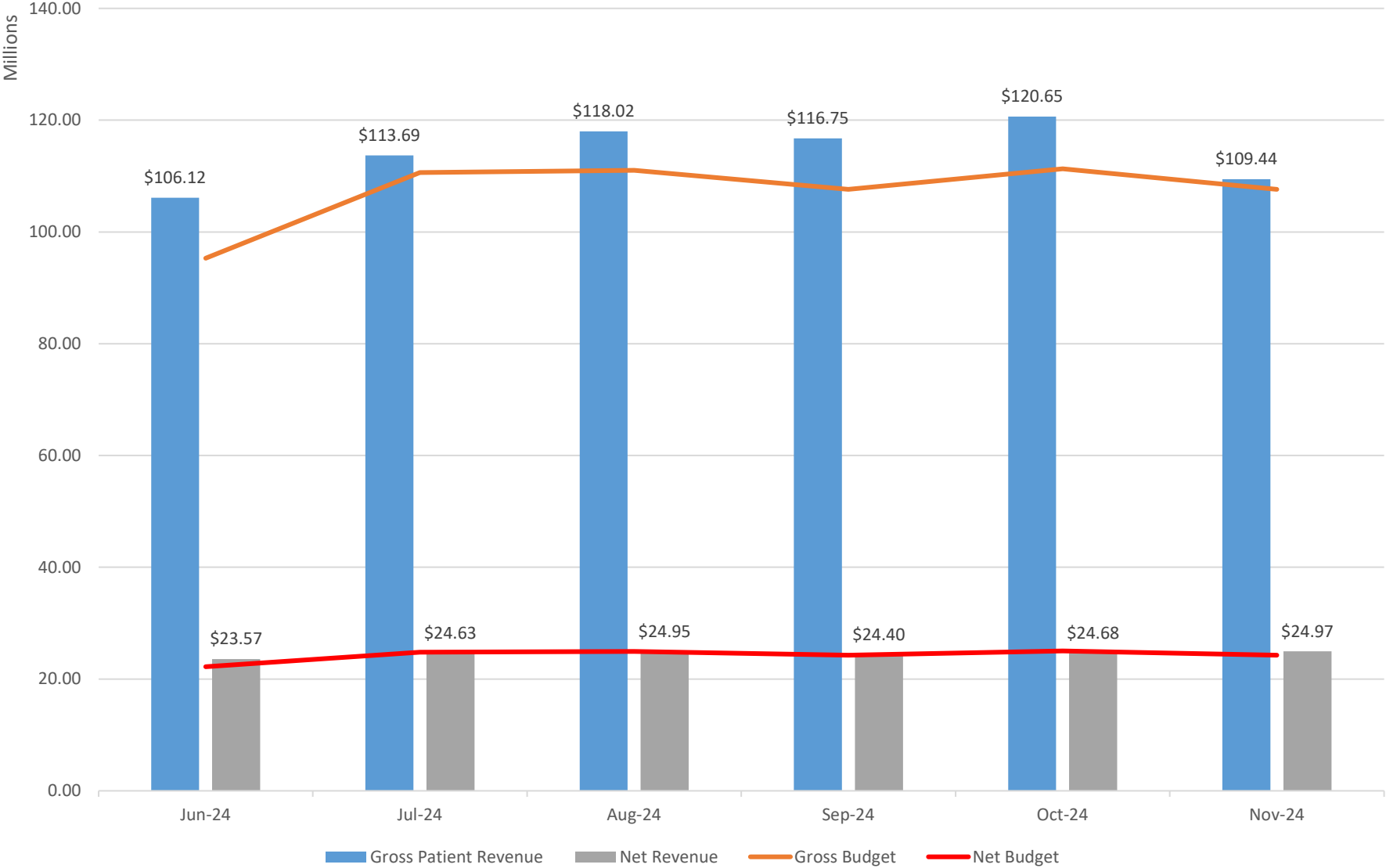
Registry FTE's



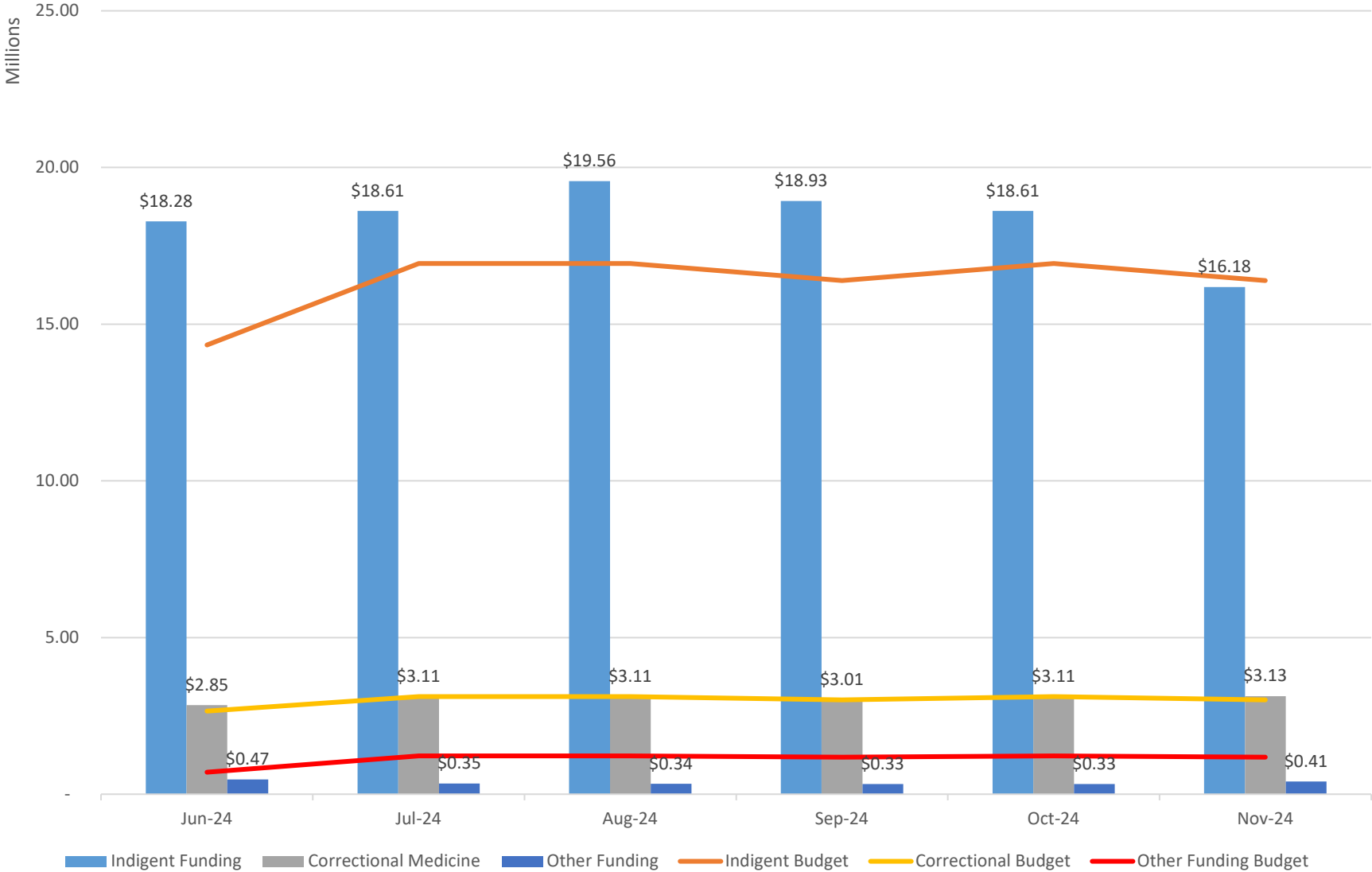
Registry Expense



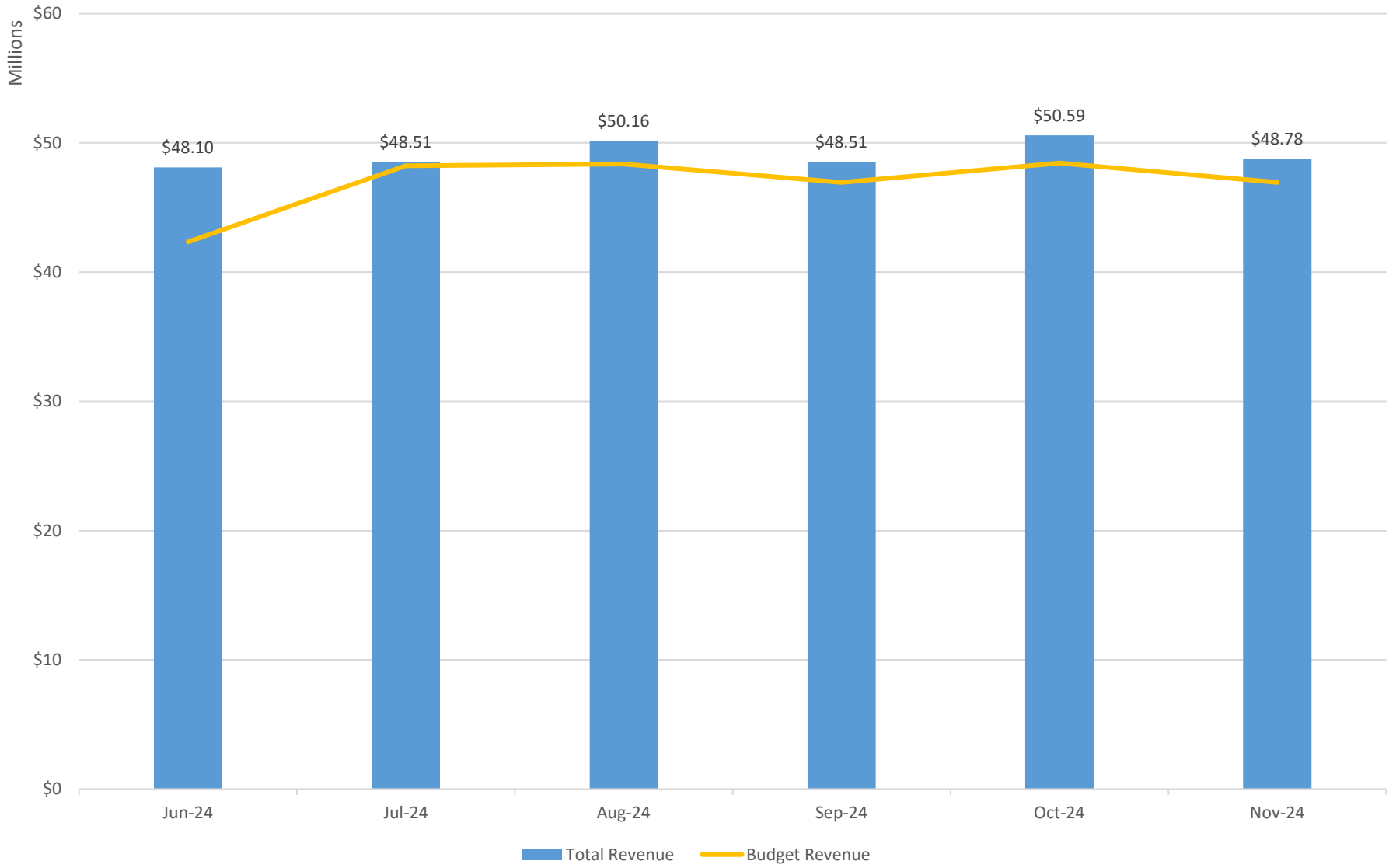
Patient Revenue



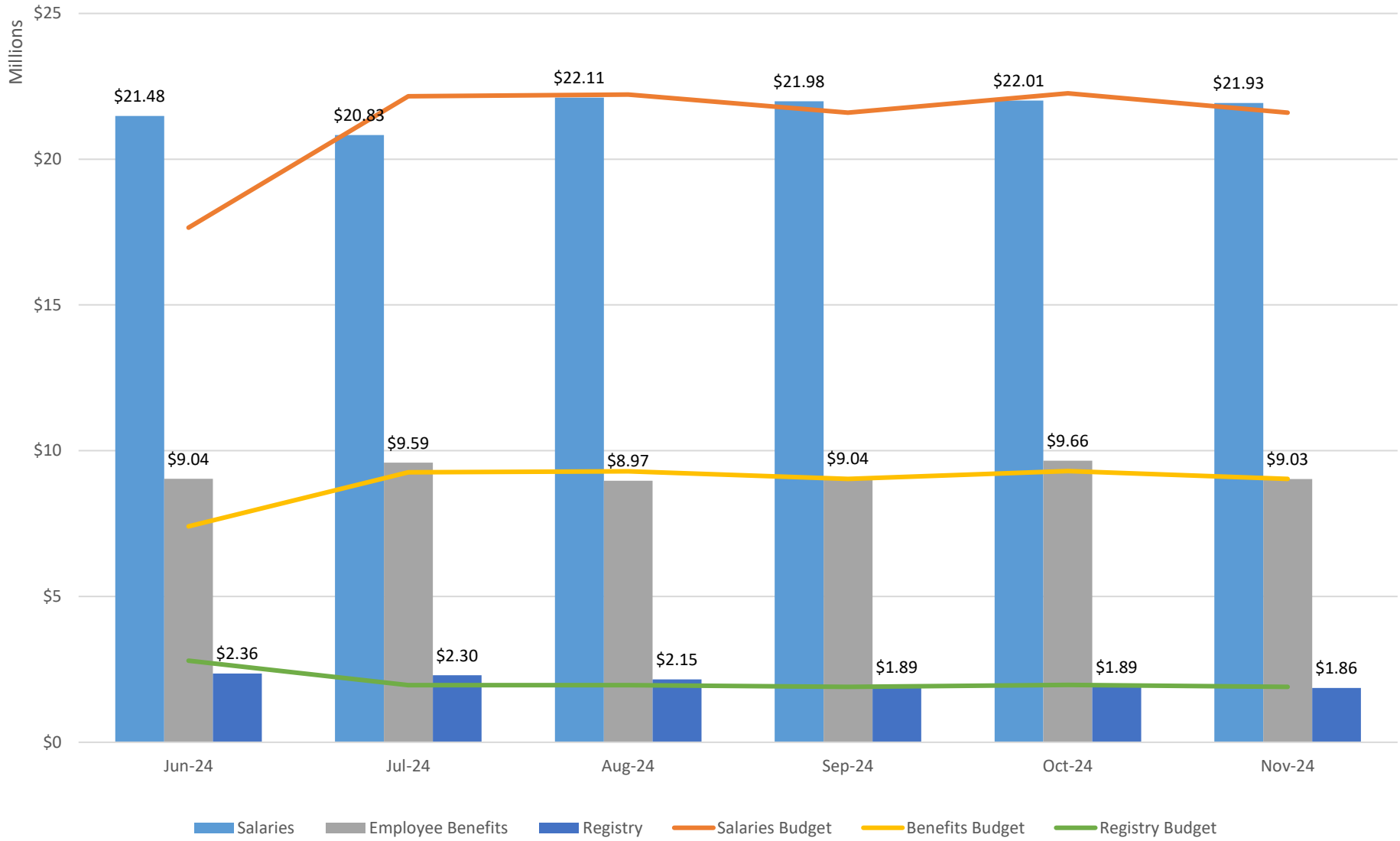
Indigent & Correctional Revenue



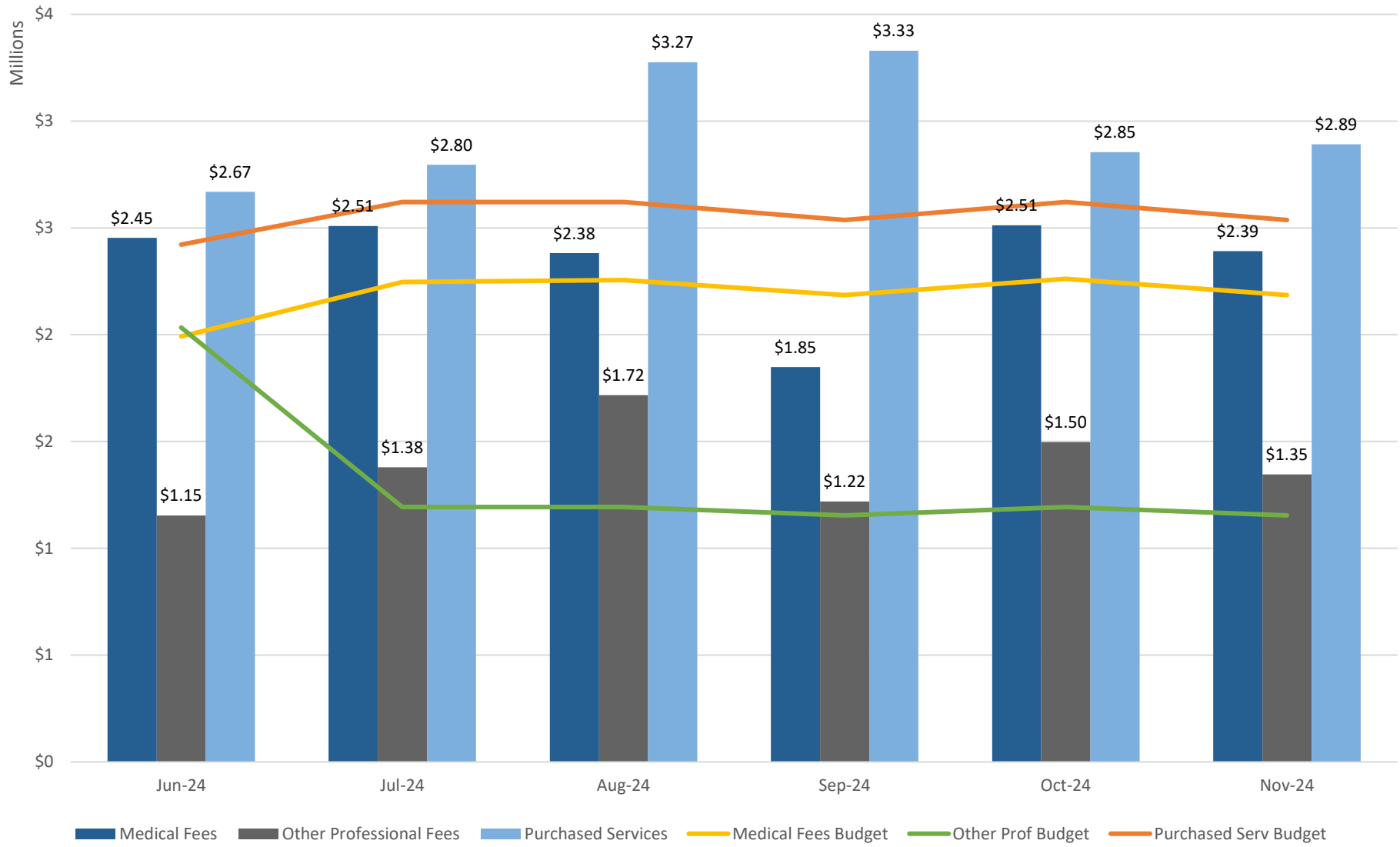
Total Revenue



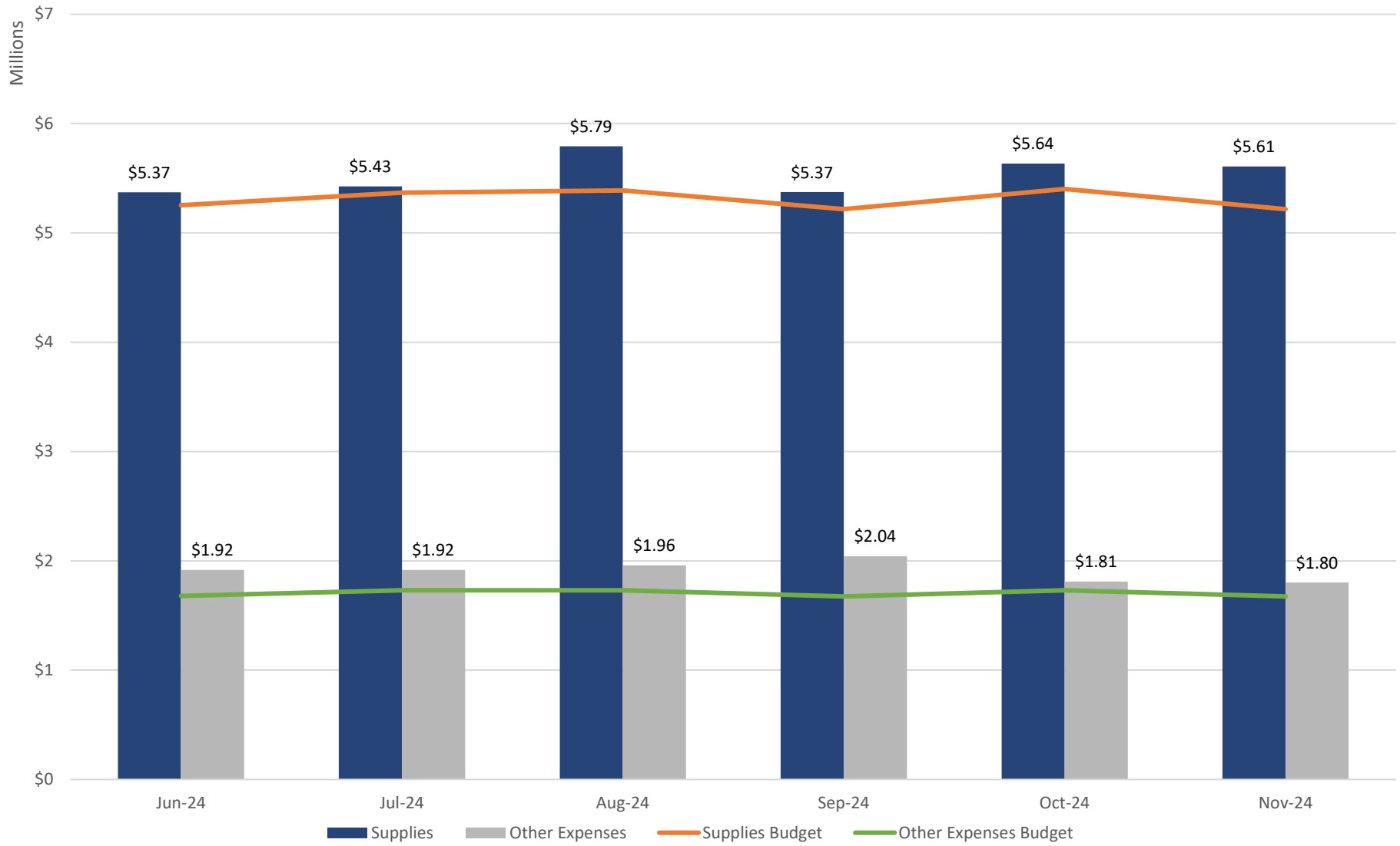
Expenses



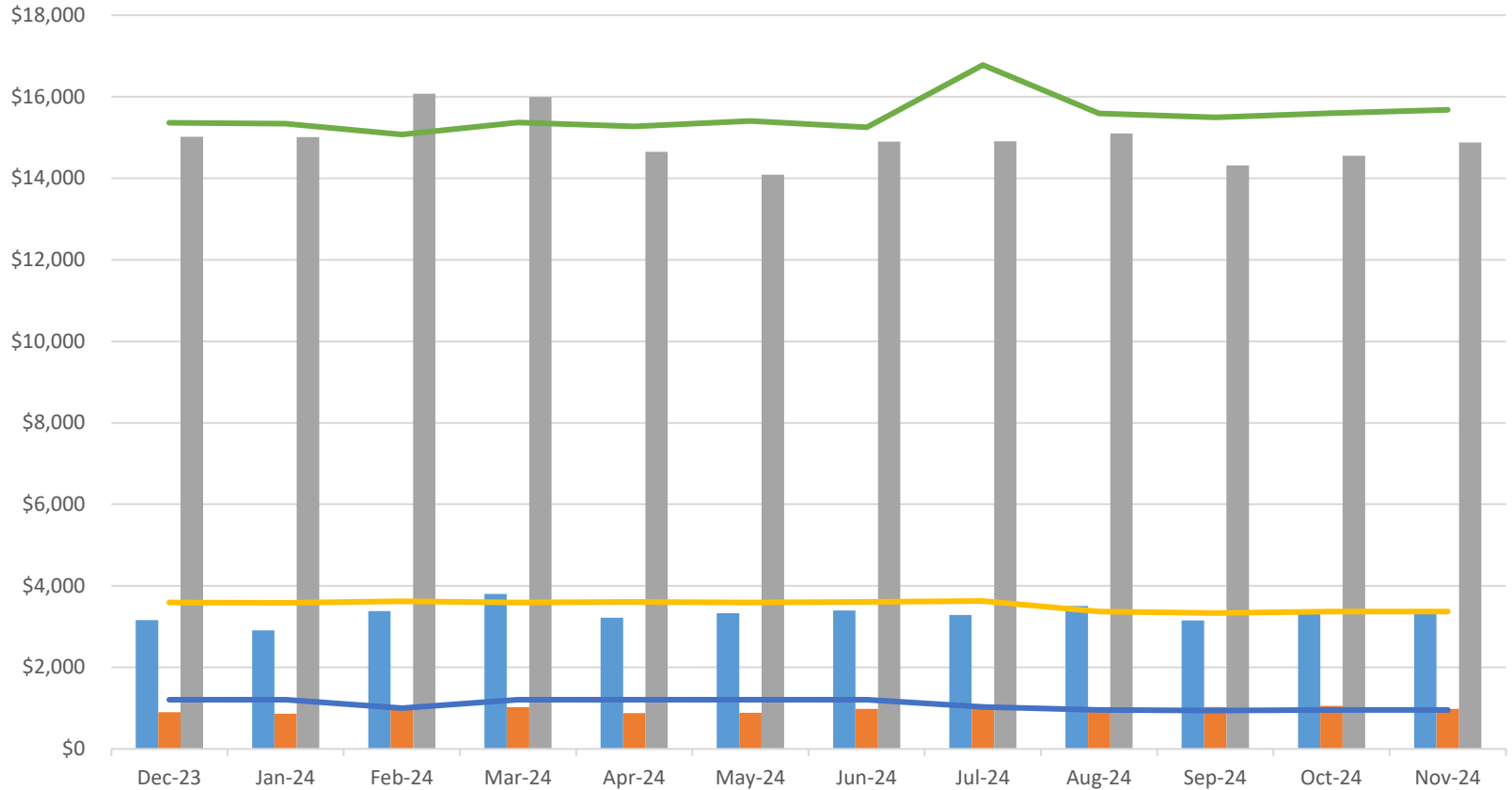
Expenses



Expenses

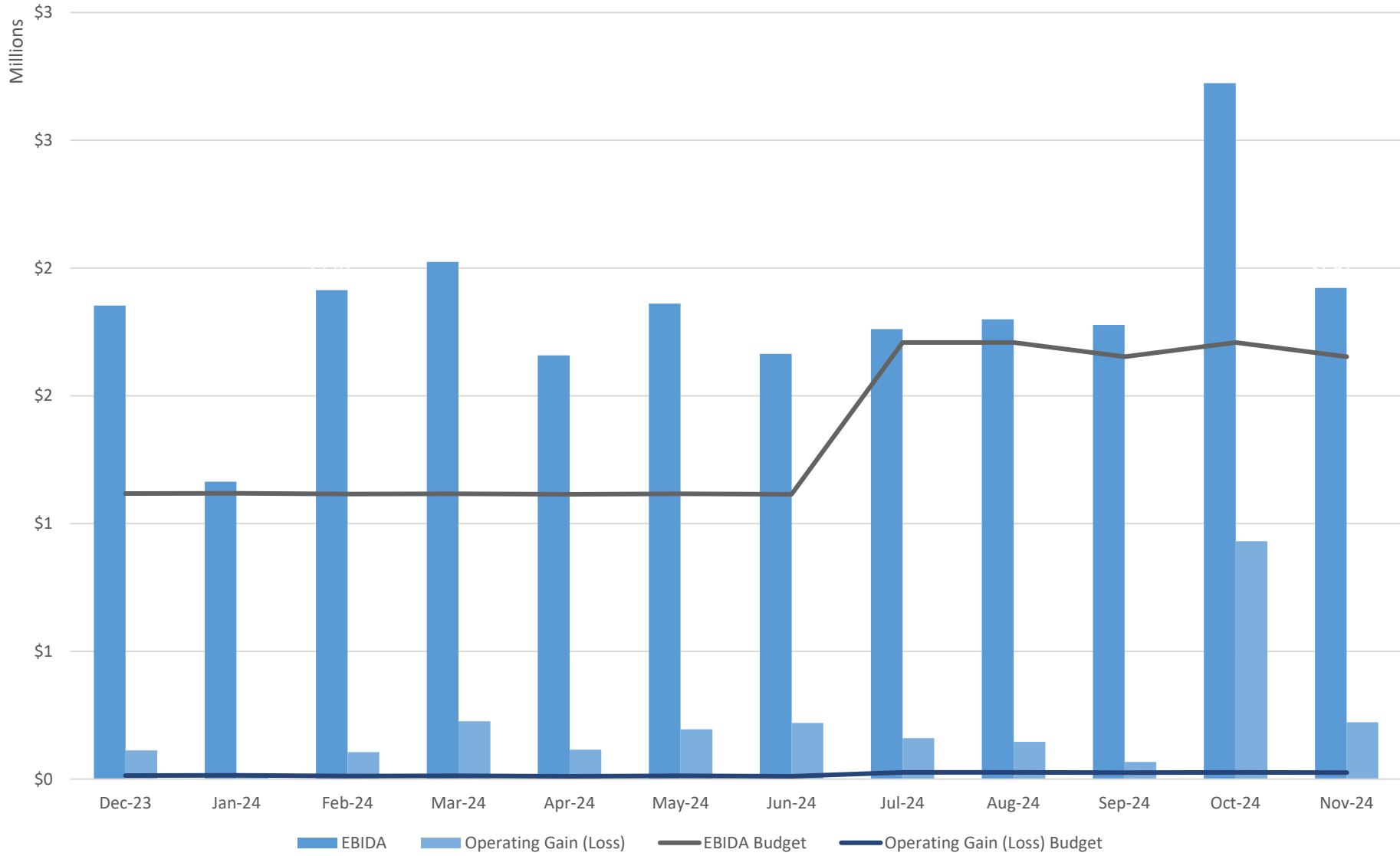


Operating Metrics

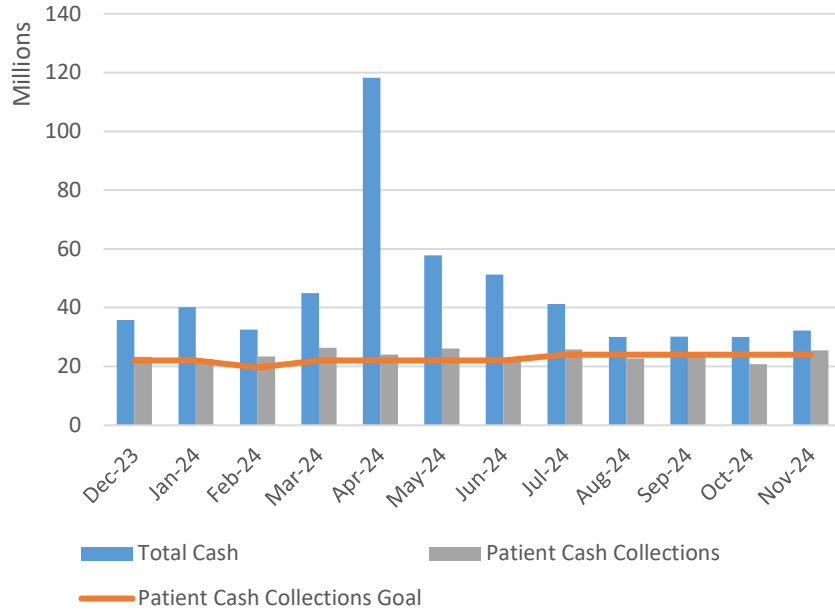


	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24
Supply Expense per AA	\$3,161	\$2,910	\$3,383	\$3,803	\$3,223	\$3,327	\$3,394	\$3,284	\$3,506	\$3,152	\$3,323	\$3,342
Pharm Cost per AA	\$904	\$865	\$1,011	\$1,023	\$877	\$885	\$986	\$1,006	\$982	\$1,023	\$1,057	\$980
Net Revenue Per AA	\$15,020	\$15,012	\$16,073	\$15,992	\$14,649	\$14,086	\$14,898	\$14,906	\$15,102	\$14,315	\$14,556	\$14,878
Budget Supp/AA	\$3,589	\$3,589	\$3,621	\$3,590	\$3,610	\$3,596	\$3,608	\$3,630	\$3,369	\$3,331	\$3,369	\$3,371
Budget Pharm/AA	\$1,210	\$1,211	\$999	\$1,210	\$1,210	\$1,211	\$1,210	\$1,027	\$953	\$942	\$953	\$953
Budget Net Rev/AA	\$15,361	\$15,341	\$15,077	\$15,368	\$15,272	\$15,407	\$15,252	\$16,780	\$15,593	\$15,495	\$15,601	\$15,681

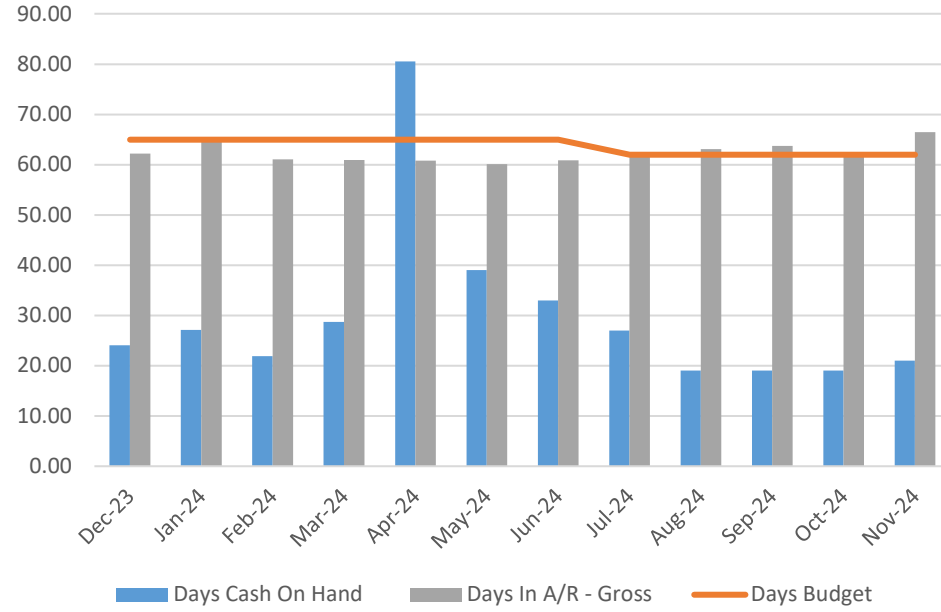
EBIDA Rolling Year



Cash Rolling Year



AR Days Rolling Year



KERN MEDICAL
3-Month Trend Analysis: Revenue & Expenses
November 30, 2024

				BUDGET	VARIANCE	PY
	SEPTEMBER	OCTOBER	NOVEMBER	NOVEMBER	POS (NEG)	NOVEMBER
Gross Patient Revenue	\$ 116,750,736	\$ 120,646,817	\$ 109,440,063	\$ 107,621,417	2%	\$ 99,023,739
Contractual Deductions	(92,353,482)	(95,965,726)	(84,472,508)	(83,350,533)	1%	(74,751,062)
Net Revenue	24,397,253	24,681,091	24,967,555	24,270,883	3%	24,272,676
Indigent Funding	18,929,942	18,614,303	16,180,634	16,389,194	(1%)	14,019,352
Correctional Medicine	3,014,183	3,114,656	3,130,417	3,014,183	4%	3,804,646
County Contribution	285,211	285,211	285,211	281,304	1%	285,211
Incentive Funding	44,431	44,069	122,868	904,110	(86%)	0
Net Patient Revenue	46,671,020	46,739,331	44,686,684	44,859,674	(0%)	42,381,885
Other Operating Revenue	1,824,236	3,833,497	4,076,974	2,064,680	97%	1,888,593
Other Non-Operating Revenue	11,766	14,863	11,636	18,384	(37%)	7,777
Total Revenue	48,507,022	50,587,692	48,775,294	46,942,738	4%	44,278,255
Expenses						
Salaries	21,982,828	22,009,425	21,925,800	21,596,299	2%	19,805,186
Employee Benefits	9,044,281	9,658,770	9,028,772	9,028,706	0%	8,053,115
Registry	1,890,280	1,888,540	1,862,751	1,897,121	(2%)	2,336,346
Medical Fees	1,848,647	2,511,651	2,390,988	2,184,915	9%	2,169,703
Other Professional Fees	1,219,003	1,496,909	1,345,411	1,154,228	17%	1,440,036
Supplies	5,372,273	5,635,003	5,607,705	5,217,099	7%	4,766,742
Purchased Services	3,329,294	2,853,854	2,891,077	2,536,504	14%	2,705,734
Other Expenses	2,042,731	1,810,564	1,800,582	1,674,561	8%	1,528,513
Operating Expenses	46,729,337	47,864,715	46,853,086	45,289,431	3%	42,805,374
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,777,685	\$ 2,722,977	\$ 1,922,208	\$ 1,653,307	16%	\$ 1,472,881
EBIDA Margin	4%	5%	4%	4%	12%	3%
Interest	393,353	389,426	387,618	251,271	54%	229,888
Depreciation	682,547	766,807	720,181	714,280	1%	632,626
Amortization	634,662	636,078	591,194	662,045	(11%)	564,448
Total Expenses	48,439,900	49,657,026	48,552,079	46,917,027	3%	44,232,335
Operating Gain (Loss)	\$ 67,123	\$ 930,666	\$ 223,215	\$ 25,711	768%	\$ 45,920
Operating Margin	0.14%	1.84%	0.46%	0.05%	735.6%	0.1%

KERN MEDICAL
Year to Date Analysis: Revenue & Expenses
November 30, 2024

	ACTUAL	BUDGET	VARIANCE	PY	PY VARIANCE
	FYTD	FYTD	POS (NEG)	FYTD	POS (NEG)
Gross Patient Revenue	\$ 578,544,003	\$ 548,188,465	6%	\$ 523,963,653	10%
Contractual Deductions	(454,921,431)	(424,882,283)	7%	(401,666,277)	13%
Net Revenue	123,622,572	123,306,182	0%	122,297,376	
Indigent Funding	91,899,776	83,584,887	10%	76,037,011	21%
Correctional Medicine	15,488,568	15,372,335	1%	14,238,568	9%
County Contribution	1,426,055	1,434,650	(1%)	1,426,055	0.00%
Incentive Funding	325,199	4,610,959	(93%)	0	0.0%
Net Patient Revenue	232,762,169	228,309,013	2%	213,999,010	9%
Other Operating Revenue	13,712,162	10,529,866	30%	9,033,856	52%
Other Non-Operating Revenue	62,345	93,759	(34%)	122,422	(49%)
Total Revenue	246,536,676	238,932,639	3%	223,155,288	10%
Expenses					
Salaries	108,858,434	109,826,890	(0.9%)	97,762,688	11%
Employee Benefits	46,293,301	45,912,397	0.8%	40,940,848	13%
Registry	10,092,927	9,672,271	4%	12,079,958	(16%)
Medical Fees	11,641,482	11,133,766	5%	10,701,431	9%
Other Professional Fees	7,158,514	5,886,561	22%	8,763,798	(18%)
Supplies	27,833,103	26,592,493	5%	24,762,954	12%
Purchased Services	15,144,898	12,936,169	17%	12,452,499	22%
Other Expenses	9,530,254	8,540,261	12%	8,183,172	16%
Operating Expenses	236,552,915	230,500,808	3%	215,647,348	10%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 9,983,762	\$ 8,431,831	18%	\$ 7,507,940	33%
EBIDA Margin	4%	4%	15%	3%	20%
Interest	1,789,909	1,281,480	40%	1,141,644	57%
Depreciation	3,530,685	3,642,828	(3%)	3,363,614	5%
Amortization	3,135,507	3,376,430	(7%)	2,712,702	16%
Total Expenses	245,009,015	238,801,545	3%	222,865,309	10%
Operating Gain (Loss)	\$ 1,527,661	\$ 131,093	1,065%	\$ 289,979	427%
Operating Margin	0.6%	0.1%	1,029.4%	0.1%	377%

**KERN MEDICAL
BALANCE SHEET**

	NOVEMBER 2024	NOVEMBER 2023
ASSETS:		
<i>Total Cash</i>	\$ 32,199,187	\$ 34,930,176
Patient Receivables Subtotal	268,598,329	242,360,680
Contractual Subtotal	(229,625,250)	(186,409,535)
<i>Net Patient Receivable</i>	38,973,080	55,951,146
Total Indigent Receivable	267,931,347	233,763,524
Total Other Receivable	21,159,403	20,563,824
Total Prepaid Expenses	6,401,279	4,885,366
Total Inventory	4,740,634	5,612,841
<i>Total Current Assets</i>	371,404,930	355,706,876
Deferred Outflows of Resources	112,536,013	105,241,458
Total Land, Equipment, Buildings and Intangibles	269,977,489	254,843,053
Total Construction in Progress	11,208,759	13,802,181
<i>Total Property, Plant & Equipment</i>	281,186,249	268,645,234
Total Accumulated Depr & Amortization	(174,663,050)	(161,484,422)
<i>Net Property, Plant, and Equipment</i>	106,523,199	107,160,813
<i>Total Long Term Assets</i>	112,536,013	105,241,458
<i>Total Assets</i>	\$ 590,464,142	\$ 568,109,147

**KERN MEDICAL
BALANCE SHEET**

	NOVEMBER 2024	NOVEMBER 2023
ASSETS:		
LIABILITIES & EQUITY:		
Total Accounts Payable	\$ 6,917,331	\$ 8,421,267
Total Accrued Compensation	27,113,902	29,164,195
Total Due Government Agencies	4,383,591	15,187,545
Total Other Accrued Liabilities	56,632,994	28,157,435
<i>Total Current Liabilities</i>	95,047,818	80,930,442
Unfunded Pension Liability	345,399,109	284,243,193
Other Long-Term Liabilities	80,539,301	134,837,243
<i>Total Long-Term Liabilities</i>	425,938,410	419,080,436
<i>Total Liabilities</i>	520,986,228	500,010,878
<i>Total Net Position</i>	69,477,914	68,098,269
<i>Total Liabilities and Net Position</i>	\$ 590,464,142	\$ 568,109,147

**KERN MEDICAL
STATEMENT OF CASH FLOWS**

	Fiscal Year-to-Date November 2024	Fiscal Year-End June 2024	Fiscal Year-to-Date November 2023	Fiscal Year-End June 2023
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received for patient/current services	\$ 132,523,383	\$ 293,523,533	\$ 123,761,874	\$ 264,388,064
Cash received for other operations	67,621,164	233,602,712	56,833,837	236,708,950
Cash paid for salaries and benefits	(150,237,976)	(339,411,493)	(130,572,435)	(202,912,375)
Cash paid for services and supplies	(84,107,221)	(186,981,598)	(77,848,490)	(292,069,170)
Net cash (used in) provided by operating activities	<u>(34,200,650)</u>	<u>733,154</u>	<u>(27,825,214)</u>	<u>6,115,469</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash (provided to) received from various County funds	-	-	-	2,070,094
Interest paid - pension obligation bond	-	420,331	-	(365,334)
Principal paid - pension obligation bond	-	(1,062,281)	-	(2,938,587)
Interest paid - line of credit	-	-	-	(262,368)
Line of credit payment	20,000,000	-	-	-
Net cash provided by (used in) noncapital financing activities	<u>20,000,000</u>	<u>(641,950)</u>	<u>-</u>	<u>(1,496,195)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition or construction of capital assets	(3,327,384)	(18,896,864)	(4,165,914)	(12,141,601)
Payments on right-of-usage lease liability	(1,246,892)	3,896,089	-	(3,034,901)
Interest paid - right-of-usage lease liability	(3,744)	31,211	-	-
Payments on SBITA liability	(314,688)	(752,150)	-	(782,410)
Interest paid - SBITA	(262)	2,013	-	-
Net cash used by capital and related financing activities	<u>(4,892,970)</u>	<u>(15,719,700)</u>	<u>(4,165,914)</u>	<u>(15,958,912)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest on bank deposits and investments	-	-	-	181,109
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	<u>(19,093,620)</u>	<u>(15,628,497)</u>	<u>(31,991,128)</u>	<u>(11,158,529)</u>
CASH AND CASH EQUIVALENTS, beginning of year	<u>51,292,807</u>	<u>66,921,303</u>	<u>66,921,303</u>	<u>78,079,832</u>
CASH AND CASH EQUIVALENTS, year-to-date	<u>\$ 32,199,187</u>	<u>\$ 51,292,807</u>	<u>\$ 34,930,176</u>	<u>\$ 66,921,303</u>



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Kern County Hospital Authority Chief Executive Officer Report

Recommended Action: Receive and File

Summary:

The Chief Executive Officer of the Kern County Hospital Authority will provide your Board with a hospital-wide update.



**BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING**

January 15, 2025

Subject: Monthly report on What's Happening at Kern Medical Center

Recommended Action: Receive and File

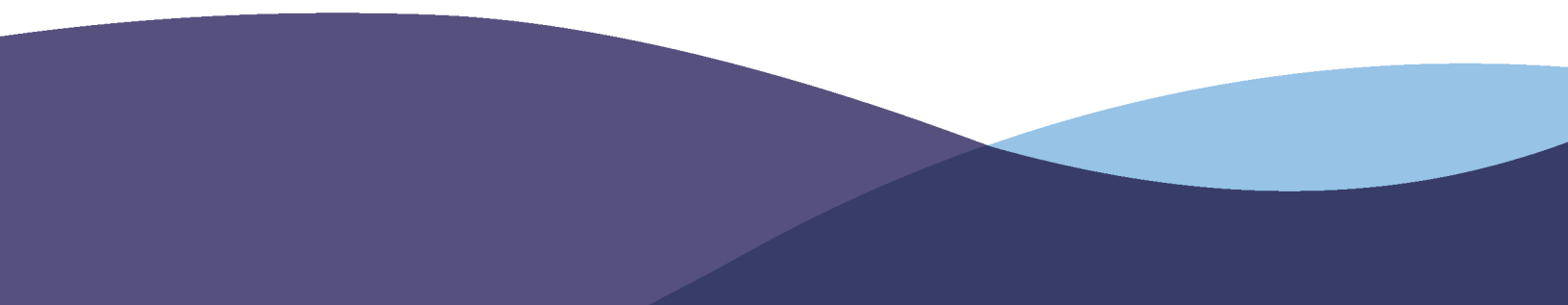
Summary:

Each month Kern Medical will be sharing a report with your Board on "What's Happening" in and around Kern Medical.

Therefore, it is recommended that your Board receive and file the attached report on What's Happening at Kern Medical.



What's Happening?



Annual Toy Drive



The Outlawz Car Club has been collecting toys for Kern Medical Pediatrics for 14 years. This year's event was another great success with hundreds of toys donated.

Pediatrics Christmas Party



Kern Medical's Columbus Clinic hosted its annual Christmas Party and distributed the toys that were donated through the Outlawz Car Club.

Winter Wellness Wonderland



Kern Medical's participated in Kern Family Health Care's "Winter Wellness Wonderland," a free and festive community wellness event for families to enjoy.

Holiday Lunches for Staff



Surgery Record!

**SURGERY HIT A RECORD HIGH
OF 547 CASES IN DECEMBER!**



Shout out to our **Surgical Services** team. Great work!



The previous record was 543 and was set in October of 2020.

Simulation Center Escape Room



The Simulation Center hosted an Escape Room for clinical and non-clinical staff, emphasizing the importance of topics like hand hygiene and knowing our hospital codes.



Human Trafficking Task Force



Spot the signs, Save a life!

A large, stylized blue handprint graphic with a white outline, positioned behind the main text. The handprint is open, with fingers spread, and is set against a white background with a subtle shadow effect.

**STOP HUMAN
TRAFFICKING!**

KERN MEDICAL IS LAUNCHING A HUMAN TRAFFICKING TASK FORCE!

**JOIN US FOR OUR FIRST EVENT IN THE
HOSPITAL COURTYARD**

JANUARY 23, 2025 | 12:30 PM

A blue ribbon graphic, symbolizing awareness, positioned to the right of the event date and time.

January 11, 2025
**Wear Blue
Day!**

JANUARY IS ALSO KNOWN AS HUMAN TRAFFICKING AWARENESS MONTH!

This is a key time for us all as individuals to educate ourselves about human trafficking and learn to **spot the signs** of trafficking.

SAVE THE DATE

A COMMUNITY CME EVENT

Hosted by Kern Medical

On the evening of
WEDNESDAY, FEBRUARY 5



725 East 19th Street, Bakersfield, CA

Invites to follow

 KernMedical | *Health for Life.*

A community Continuing Medical Education (CME) event and physician mixer on February 5th for hundreds of physicians practicing in Kern County. The topic is behavioral health and primary care.

National Recognitions - January

- Cervical Cancer Awareness Month
- Maternal Health Awareness Month
- National Glaucoma Awareness Month
- National Blood Donor Month
- Thyroid Awareness Month

**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

(Government Code Section 54957.7)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on January 15, 2025, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

 X Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –

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PUBLIC STATEMENT REGARDING CLOSED SESSION**

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**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on January 15, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

 X CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Rous, Lyn, Applicant v.
County of Kern, Defendants, Workers' Compensation Appeals Board, Case
Numbers ADJ7332417; ADJ7454377 –

**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

Government Code Section 54956.9

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 X CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 –

**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

(Government Code Section 54957.7)

The Board of Governors will hold a closed session on January 15, 2025, to consider:

- X CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –

**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

Health and Safety Code Section 101855(e)(1)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on January 15, 2025, the premature disclosure of which would create a substantial probability of depriving the authority of a substantial economic benefit or opportunity. The closed session involves:

 X Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) –