



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, November 17, 2021

11:30 A.M.

BOARD TO RECONVENE

Board Members: Alsop, Berjis, Bigler, Brar, Kitchen, McLaughlin, Pelz
Roll Call:

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: ALL ITEMS LISTED WITH A "CA" ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY KERN COUNTY HOSPITAL AUTHORITY STAFF. THE "CA" 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



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!

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))

RECOGNITION

- 3) Resolution honoring Russell V. Judd, Chief Executive Officer, upon his retirement with 30 years of dedicated service to the healthcare community and Kern Medical Center –
ADOPT RESOLUTION

ITEMS FOR CONSIDERATION

CA

- 4) Proposed Resolution in the matter of making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings –
APPROVE; ADOPT RESOLUTION

CA

- 5) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on October 20, 2021 –
APPROVE

CA

- 6) Proposed retroactive Amendment No. 21 to Agreement 2016-036 with Cerner Corporation, an independent contractor, to remove the Operating Expense metric and replace with a static Licensed Beds metric, effective July 1, 2021 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed retroactive Agreement with NuWest Group Holding, LLC, doing business as NuWest Healthcare, an independent contractor, for supplemental nurse staffing services for the period November 1, 2021 through October 31, 2022, in an amount not to exceed \$6,000,000 –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

CA

- 8) Proposed Application for Group Insurance with ReliaStar Life Insurance Company, a member of the Voya® family of companies, an independent contractor, for purchase of supplemental life insurance benefits by employees on a voluntary basis, effective January 1, 2022 – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed Employer Agreement with LegalEASE Group, an independent contractor, for purchase of prepaid legal service plans by employees on a voluntary basis, effective January 1, 2022 – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed Resolution reaffirming the prior appointments of Andrew J. Cantu, Tyler S. Whitezell, Glenn E. Goldis, M.D., and Antoinette C. Smith, RN, MSN, and affirming the recent appointment of Alton Scott Thygerson as officers of the Kern County Hospital Authority, effective December 1, 2021 – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 11) Proposed Resolution revising the delegation of authority of the Kern County Hospital Authority Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services – APPROVE; ADOPT RESOLUTION

CA

- 12) Proposed approval of Medical Staff policy titled Waivers to Board Certification – APPROVE

- 13) Proposed Agreement with Amir Berjis, M.D., a contract employee, for professional medical and administrative services in the Department of Surgery, from January 4, 2022 through January 3, 2027, in an amount not to exceed \$3,300,000 – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

- 14) Public hearing to consider the proposed closures of Kern Medical Center Campus Pharmacy, located at 2014 College Avenue, Bakersfield 93305, and Sagebrush Medical Plaza Pharmacy (also known as Columbus Clinic Pharmacy), located at 1111 Columbus Street, Suite 2000, Bakersfield 93305, effective no later than December 31, 2021 – OPEN HEARING; RECEIVE PUBLIC COMMENT; CLOSE HEARING; APPROVE CLOSURE OF KERN MEDICAL CENTER CAMPUS PHARMACY AND SAGEBRUSH MEDICAL PLAZA PHARMACY; DIRECT STAFF TO DETERMINE THE SPECIFIC ACTIONS NECESSARY TO IMPLEMENT CHANGES IN SERVICES

- 15) Kern County Hospital Authority financial report – RECEIVE AND FILE

- 16) Kern County Hospital Authority Chief Executive Officer report – RECEIVE AND FILE

CA

- 17) Claims and Lawsuits Filed as of October 31, 2021 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 18) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 19) CONFERENCE WITH LEGAL COUNSEL – FORMALLY INITIATED LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: In the Matter of the Accusation Against County of Kern, California, DBA Kern Medical Center Campus Pharmacy, et al., Respondents, Case No. 7026 –
- 20) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –
- 21) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes, and designated staff – Unrepresented Employee: Chief Executive Officer (Government Code Section 54957.6) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, DECEMBER 15, 2021 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.

17) CLAIMS AND LAWSUITS FILED AS OF OCTOBER 31, 2021 –
RECEIVE AND FILE

- A) Claim in the matter of Sarbelio Gonzalez-Garcia
- B) Claim in the matter of Alejandro Arreola
- C) Claim in the matter of Jong Choi
- D) Notice of Intent to Commence Action Against Health Care Provider in the matter of Jong Suk Choi, an individual; Jong Suk Choi in his capacity as successor in interest to Hui Sup Choi and personal representative of the Estate of Hui Sup Choi v. Kern County Hospital Authority, et al.
- E) Application for Permission to Present Late Claim in the matter of Jong Suk Choi, an individual; Jong Suk Choi in his capacity as successor in interest to Hui Sup Choi and personal representative of the Estate of Hui Sup Choi v. Kern County Hospital Authority, et al.

**Resolution Honoring and Commending Russell V. Judd, Chief Executive Officer,
Kern County Hospital Authority, Upon 30 Years of Dedicated Service**

WHEREAS:

- A) In 1989, Mr. Judd graduated from Brigham Young University with a degree in Human Development; and
- B) Subsequently, Mr. Judd earned a Master's degree in Healthcare Administration from California State University, Bakersfield in 1992; and
- C) Mr. Judd began his 30-year career in healthcare administration in 1991, as an Administrative Intern at Kern Medical Center, then as its Associate Administrator, a position he held until 1996.
- D) Upon leaving Kern Medical Center, Mr. Judd served as Chief Executive Officer at several different hospitals in California, Arizona and Pennsylvania, prior to returning to Bakersfield to assume his role as Chief Executive Officer of Mercy Hospitals of Bakersfield in 2004.
- E) In 2013, the Kern County Board of Supervisors invited Mr. Judd to assume leadership of then struggling Kern Medical Center, which, at the time, had been losing \$3,000,000 per month.
- F) Under Mr. Judd's leadership and watchful eye, Kern Medical Center began turning a profit within eight months with continuing financial stability to this day.
- G) As part of the turnaround efforts, Mr. Judd was instrumental in the creation of the Kern County Hospital Authority through the legislative process, which allowed the County of Kern to transfer ownership of the medical facilities and operations thereof to the Hospital Authority.
- H) Since 2013, Mr. Judd has guided Kern Medical Center through a period of exponential growth and development resulting in new graduate medical education programs for physician residency and fellowship training, expansion from three major clinic sites to 10, recruitment of over 70 new physicians, as well as over \$33 million in grant awards affording the development of new programs and services including the Valley Fever Institute.
- I) Mr. Judd has instilled a culture at Kern Medical Center that is both patient-oriented and compassionate. He has developed a comprehensive network of physicians and services establishing the necessary infrastructure to allow the organization to sustain its mission as the area's only teaching hospital, trauma center, and designated public safety net hospital committed to serving the community's most vulnerable.

J) On October 13, 2021, Mr. Judd announced his retirement as Chief Executive Officer of Kern County Hospital Authority, effective December 1, 2021.

K) The Board of Governors of Kern County Hospital Authority wishes Mr. Judd the very best in all of his future endeavors and hereby expresses its gratitude for all that he has accomplished.

NOW, THEREFORE, IT IS RESOLVED that the Board of Governors of Kern County Hospital Authority hereby honors and commends Chief Executive Officer Russell V. Judd for his outstanding and distinguished career, and the Board expresses its sincere gratitude for his eight years of dedicated public service as Chief Executive Officer to Kern Medical Center.

Adopted: November 17, 2021

Russell E. Bigler
Chairman, Board of Governors
Kern County Hospital Authority



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

November 17, 2021

Subject: Proposed Resolution in the matter of making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings

Recommended Action: Approve; Adopt Resolution

Summary:

On March 17, 2020 Governor Newsom issued Executive Order N-29-20 due to the COVID-19 pandemic. These orders specified relaxed provisions of meetings under the Ralph M. Brown Act (California's open meeting law; "Brown Act") allowing meetings to be conducted through teleconferencing. Executive Order N-29-20 expired on September 30, 2021. In response, on September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361, which amends Government Code Section 54953 clarifying the Brown Act regulations and restrictions relating to the use of teleconferencing to conduct public meetings.

Discussion:

Currently the Brown Act states that should a legislative body elect to use teleconferencing it must identify each teleconferencing location in the public notice and agenda. The agenda is required to be posted at all teleconferencing locations and all locations must be publicly accessible. Additionally, a quorum of the members of the legislative body must participate from a teleconferencing location that is physically within the jurisdictional boundaries of the public agency.

Governor Newsom issued Executive Order N-29-20 suspending the Brown Act requirements due to the COVID-19 pandemic with the intention of facilitating social distancing and the mitigation of COVID-19. The Executive Order expired on September 30, 2021. In response on September 16, 2021 Governor Newsom signed AB 361 to replace the expired Executive Order.

Similar to Executive Order N-29-20, AB 361 applies during a State of Emergency proclaimed by the Governor. In addition to the State of Emergency, one of the following conditions must apply:

- State or local officials have impose or recommended measures to promote social distancing,
- The legislative body is meeting to determine whether, because of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative body has determined that, because of the emergency, meeting in person presents imminent risks to the health or safety of attendees.

If the prerequisites mentioned above are met AB 361 provides an exemption to the regular Brown Act teleconferencing requirements and an alternate set of requirements will apply. Those requirements include:

- Adequate notice of the meeting and post an agenda as required by the Brown Act;
- The agenda is not required to list each teleconference location or be physically posted at each teleconference location;
- If there is a disruption in the public broadcast or the call-in or internet-based meeting service, the legislative body must cease and take no further action on agenda items until public access is restored; and
- Local agencies cannot require that public comment be submitted prior to the meeting, and must allow for live public comment during the specified public comment period of the meeting.

AB 361 sunsets on January 1, 2024. If your Board determines that it is in the best interest of public health and safety to continue to hold virtual public meetings, continued reliance will require your Board to reevaluate and adopt a new resolution every 30 days.

Therefore, it is recommended that your Board adopt the attached Resolution.

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

In the matter of:

Resolution No. 2021-____

**MAKING FINDINGS PURSUANT TO
GOVERNMENT CODE SECTION 54953, AS
AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF
VIRTUAL MEETINGS**

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 17th day of November, 2021, 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) As a result of the COVID-19 pandemic, Governor Newsom issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act; and

(b) Assembly Bill 361, signed into law on September 16, 2021, amended Government Code section 54953, effective October 1, 2021, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings; and

(c) As a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

(d) As a result of the COVID-19 pandemic, the California Department of Public Health and County of Kern Public Health Services continue to recommend measures to promote social distancing.

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 finds that the state of emergency continues to directly impact the ability of the members of the Board of Governors to meet safely in person, and further that state and local officials continue to impose or recommend measures to promote social distancing.

3. This Board hereby authorizes the Board of Governors to continue to conduct public meetings in accordance with Government Code section 54953, as amended by Assembly Bill 361.

4. This Resolution will be in effect during the period in which state or local public officials impose or recommend measures to promote social distancing.

5. This Resolution shall take effect immediately upon its adoption and remain in effect until December 15, 2021.

6. This Board shall reevaluate the above findings on December 15, 2021, and every 30 days thereafter.

7. Resolution No. 2021-010, adopted by the Board of Governors on October 20, 2021, is hereby repealed and superseded by this Resolution.

8. This Board hereby directs staff to take all actions necessary to carry out the intent and purpose of this Resolution.

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

Members, Board of Governors
Chief Executive Officer
Legal Services Department



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, October 20, 2021

11:30 A.M.

BOARD RECONVENED

Directors Present: Alsop, Berjis, Bigler, Brar, Kitchen, McLaughlin, Pelz

Directors Absent: None

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

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: ALL ITEMS LISTED WITH A "CA" ARE 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 ON THE GME SUMMIT WITH UCLA EXECUTIVE VICE DEAN BRADDOCK AND ASSISTANT DEAN HA AND THANKED CHAIRMAN BIGLER AND DIRECTOR BRAR FOR ATTENDING THE EVENING PRESENTATION

RECOGNITION

- 3) Presentation by the President, Hospital and Clinic Operations recognizing Kern Medical Center employees for their time and dedication providing vaccinations at the Kern County Fair during the COVID-19 pandemic –
MADE PRESENTATION

ITEMS FOR CONSIDERATION

CA

- 4) Proposed Resolution in the matter of making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings –
APPROVED; ADOPTED RESOLUTION 2021-010
Brar-McLaughlin: All Ayes

CA

- 5) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on September 15, 2021 and special meeting on October 13, 2021 –
APPROVED
Brar-McLaughlin: All Ayes

CA

- 6) Proposed Resolution establishing regular meeting dates of the Kern County Hospital Authority Board of Governors for calendar year 2022 –
APPROVED; ADOPTED RESOLUTION 2021-011
Brar-McLaughlin: All Ayes

CA

- 7) Proposed Master Lease Schedule with Presidio Technology Capital, LLC, an independent contractor, containing non-standard terms and conditions, for services to support the information technology infrastructure, for a term of three years upon signature by the lessor, in an amount not to exceed \$1,664,657 –
APPROVED; ADOPTED RESOLUTION 2021-012; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 060-2021
Brar-McLaughlin: All Ayes

CA

- 8) Proposed Quote Q-451550 with Lansweeper NV, an independent contractor, containing non-standard terms and conditions, for purchase of product licenses and support for information technology asset management from December 18, 2021 through December 17, 2022, in an amount not to exceed \$6,400 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 061-2021
Brar-McLaughlin: All Ayes
- CA
9) Proposed letter from Moss Adams LLP regarding the planned scope and timing of fiscal year ended June 30, 2021 audit –
RECEIVED AND FILED
Brar-McLaughlin All Ayes
- CA
10) Proposed retroactive Memorandum of Understanding with County of Kern, as represented by Kern Behavioral Health and Recovery Service, an independent contractor, containing non-standard terms and conditions, for mental health services from July 1, 2021 through June 30, 2024 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 062-2021
Brar-McLaughlin: All Ayes
- CA
11) Proposed Amendment No. 2 to Agreement 10919 with Johnson Controls, an independent contractor, for design, installation and inspection of fire alarm devices, for the period January 1, 2019 through December 31, 2021, extending the term for three years from January 1, 2022 through December 31, 2024, and increasing the maximum payable by \$500,000, from \$500,000 to \$1,000,000, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 063-2021
Brar-McLaughlin: All Ayes
- CA
12) Proposed Agreement with Vision y Compromiso, an independent contractor, for development and implementation of a Community Outreach and Education Initiative from October 20, 2021 through October 19, 2022, in an amount not to exceed \$500,004 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 064-2021
Brar-McLaughlin: All Ayes
- CA
13) Proposed Letter of Understanding with TIAA-CREF Individual and Institutional Services, LLC, an independent contractor, to implement Plan changes for the Kern County Hospital Authority Defined Contribution Plan for Physician Employees –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 065-2021
Brar-McLaughlin: All Ayes
- 14) Proposed retroactive Purchase Agreement with GE Healthcare, an independent contractor, for purchase of a Revolution EVO Gen 3 CT Machine for the Q Street imaging center, in an amount not to exceed \$531,344, plus applicable taxes –
APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 066-2021
Pelz-Berjis: All Ayes

- 15) Proposed Purchase Agreement with GE Healthcare, an independent contractor, for purchase of a Senographe Pristina Mammography System for the Q Street imaging center, in an amount not to exceed \$403,343, plus applicable taxes –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 067-2021
Pelz-Berjis: All Ayes
 - 16) Kern County Hospital Authority financial report –
RECEIVED AND FILED
Berjis-Pelz: 6 Ayes; 1 Absent - Kitchen (unable to hear roll call vote)
 - 17) Kern County Hospital Authority Chief Executive Officer report –
RECEIVED AND FILED
Berjis-McLaughlin: All Ayes
- CA
- 18) Claims and Lawsuits Filed as of September 30, 2021 –
RECEIVED AND FILED
Brar-McLaughlin: All Ayes

ADJOURNED TO CLOSED SESSION
McLaughlin-Berjis

CLOSED SESSION

- 19) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 20) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – SEE RESULTS BELOW
- 21) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 v. County of Kern, et al., Public Employment Relations Board Case No. LA-CE-1084-M – SEE RESULTS BELOW
- 22) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INTITATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Robert Gaylan Speck and Elizabeth Pickering-Speck v. Ernesto Perez, Gregory Jay Lajoie, Kern Medical Center, Kern County Hospital Authority, Amber Louise Jones, D.O., and DOES 1 through 200, Inclusive, Kern County Superior Court Case No. BCV-21-101604 TSC – SEE RESULTS BELOW
- 23) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INTITATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Kern County Hospital Authority, a Governmental entity v. California Department of Corrections and Rehabilitation, et al., Kern County Superior Court Case No. BCV-20-102979 DRL – SEE RESULTS BELOW

- 24) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: President, Hospital and Clinic Operations (Government Code Section 54957) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION

McLaughlin-Berjis

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 19 concerning Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – HEARD; BY A UNANIMOUS VOTE (MOTION BY DIRECTOR PELZ, SECOND BY DIRECTOR MCLAUGHLIN), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, REVIEW/RELEASE OF PROCTORING, VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item No. 20 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 21 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 v. County of Kern, et al., Public Employment Relations Board Case No. LA-CE-1084-M – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 22 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INTITATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Robert Gaylan Speck and Elizabeth Pickering-Speck v. Ernesto Perez, Gregory Jay Lajoie, Kern Medical Center, Kern County Hospital Authority, Amber Louise Jones, D.O., and DOES 1 through 200, Inclusive, Kern County Superior Court Case No. BCV-21-101604 TSC – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 23 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INTITATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Kern County Hospital Authority, a Governmental entity v. California Department of Corrections and Rehabilitation, et al., Kern County Superior Court Case No. BCV-20-102979 DRL – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 24 PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: President, Hospital and Clinic Operations (Government Code Section 54957) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, NOVEMBER 17, 2021 AT 11:30 A.M.

Alsop

/s/ Mona A. Allen
Authority Board Coordinator

/s/ Russell E. Bigler
Chairman, Board of Governors
Kern County Hospital Authority



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

November 17, 2021

Subject: Proposed retroactive Amendment No. 21 (OPT-0283617) to the Cerner Business Agreement (Agt.#2016-036) with Cerner Corporation to change the Scope of Use Metric

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Amendment No. 21 (OPT-0283617) to the Cerner Business Agreement with the Cerner Corporation to change the Scope of Use Metrics outlined in Amendment No. 3. Amendment No. 3 outlined the use of an Operating Expense metric, but with the pandemic, the parties agreed that this was not an adequate scope of use metric and the parties have proposed to remove the Operating Expense metric and replace the metric with a static Licensed Beds (222) metric.

This Amendment does not change the fixed technology fee, nor the term of the overall Cerner Business Agreement.

Therefore, Kern Medical recommends that your Board approve the proposed retroactive Amendment No. 21 with the Cerner Corporation, effective July 1, 2021, and authorize the Chairman to sign.



AMENDMENT NO. 21

THIS AMENDMENT NO. 21 to the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36) (the "Agreement") dated July 01, 2016 between Cerner Corporation ("Cerner"), a Delaware corporation with its principal place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 64117 and Kern County Hospital Authority ("Client"), a local unit of government having its principal place of business at 1700 Mount Vernon Ave, Bakersfield, CA, 93306-4018, is effective as of July 1, 2021 ("Amendment No. 21 Effective Date").

WITNESSETH:

WHEREAS, the parties hereto wish to amend Cerner System Schedule No. 3, dated November 15, 2017, Cerner System Schedule No. 2, dated February 15, 2017, in certain respects,

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby covenant and agree as follows:

1. **Scope of Use Limits.** Cerner and Client hereby agree to delete the below Scope of Use Limits, set forth in Cerner System Schedule No. 3,

Solution Description	Old Scope of Use Metric	Old Scope of Use Limit	Old Scope of Use Metric Description
Cerner Acute Proprietary Licensed Software, Subscriptions, and ASP	Operating Expense (\$M)	395	Total annual facility expenses excluding bad debt, expressed in millions.

and replace with the following:

Solution Description	New Scope of Use Metric	New Scope Of Use Limit	New Scope of Use Metric Description
Cerner Acute Proprietary Licensed Software, Subscriptions, and ASP	Beds	222	The maximum number of beds for which a hospital holds a license to operate.

2. **Scope of Use Expansion.** Cerner and Client hereby agree to amend the Scope of Use Expansion, set forth in Cerner System Schedule No. 3, as follows.

Solution Description	Scope of Use Metric	Scope of Use Limit	Extending Scope of Use Limit by	Additional Licensing Fees	Additional Monthly Support Fee	Additional One-Time Fees	Additional Monthly Fees
Cerner Acute Proprietary Licensed Software, Subscriptions, and ASP	Beds	222	14	\$133,102	\$1,775	\$5,414	\$2,579

3. Due to delay in implementation Cerner and Client hereby agree to suspend support fees for the solution listed below for the period beginning June 1, 2021 through the earlier of First Productive Use or December 31, 2022.

Contract	Solution Code	Solution Description
Cerner System Schedule No. 2	WF-10004S	SUPT: Outcomes-Driven Patient Acuity

4. Due to delay in implementation for CareAware Smart Pump Programming (CI-201000S), set forth in Cerner System Schedule No. 3, a credit in the amount of \$1,957.00, of which represents the support fees for the Smart Pump Programming, for a period of June 1, 2021 through December 31, 2022, will hereby be added to Client's account to be used on future invoices. For clarity purposes, the FTF table, set forth in Amendment No. 18, remains unchanged.

In all other respects, the Cerner System Schedule and the Agreement of which they are a part remain unchanged.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Amendment No. 21 as of the Amendment No. 21 Effective Date.

KERN COUNTY HOSPITAL AUTHORITY

By: _____

(signature)

Russell Bigler

(type or print)

Title: Chairman, Board of Governors

Purchase Order #: _____

(if applicable)

CERNER CORPORATION

By: _____

Teresa Waller

Title: Senior Director, Contract Management

APPROVED AS TO FORM
Legal Services Department

By  _____
Kern County Hospital Authority



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

November 17, 2021

Subject: Proposed retroactive Staffing Agency Agreement with NuWest Group Holdings, LLC dba NuWest Healthcare

Recommended Action: Approve; Authorize Chief Executive Officer to sign

Summary:

Kern Medical requests that your Board retroactively approve a Staffing Agency Agreement with NuWest Group Holdings, LLC dba NuWest Healthcare (“NuWest”) for temporary nurse staffing services on a temporary basis for purposes of addressing shortages of nursing staff resulting from the COVID-19 pandemic.

The inpatient census at Kern Medical has been severely impacted by COVID-19 for many months now. In response, Kern Medical entered into two separate agreements with the state of California to provide contracted staff to fill voids in nurse staffing. The first agreement, which was effective February 5, 2021, was terminated by the state on September 13, 2021, and was replaced by the second agreement on September 15, 2021. The state recently notified Kern Medical of its intent to terminate that agreement on October 31, 2021. In response, Kern Medical is recommending that your Board retroactively approve the proposed agreement with NuWest for temporary nurse staffing services to ensure adequate nursing staff is available to care for patients resulting from shortages due to the COVID-19 pandemic.

The Agreement between NuWest and Kern Medical for continued contracted nursing services was reviewed and approved by Counsel and executed Mr. Judd on October 26, 2021 for a one-year term from November 1, 2021 to October 31, 2022, with a maximum payable of \$6,000,000.

Therefore, it is recommended that your Board retroactively approve the Staffing Agency Agreement with NuWest Group Holdings, LLC dba NuWest for temporary nurse staff services, effective November 1, 2021 through October 31, 2022, in an amount not to exceed \$6,000,000, and Authorize the Chief Executive Officer to sign.

**NuWest Group Holdings LLC
STAFFING AGENCY AGREEMENT**

THIS STAFFING AGENCY AGREEMENT (the "Agreement") is made and entered into by and between **NUWEST GROUP HOLDINGS, LLC dba NuWest Healthcare** ("Agency") and the Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center ("Company").

WHEREAS Agency has experience in the recruiting services of medical personnel, including but not limited to nursing, general office staff and allied health professionals as well as providing payroll and employment pre-screening services.

WHEREAS Company is seeking to employ temporary and/or full-time personnel in the fields described above;

THEREFORE, In consideration of the promises herein, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SERVICES

1.1 Agency Candidate Placement Obligations. Agency agrees to provide recruiting, selection and placement of temporary personnel to perform services of Company ("Candidate Placement"). Each Candidate Placement shall be evidenced by a writing between the parties hereto describing the nature of the services to be performed, the competencies required, the desired start date, the bill rate and any other items to which the parties agree (hereinafter a "Work Order").

1.2 Candidate Placements. Candidate Placements shall be one or more of the following:

1.2.1 Temporary Candidate Placements. Agency may provide Candidate Placement(s) for Company on an hourly basis at a mutually agreed hourly rate. The minimum term for an hourly Candidate Placement shall be 8 hours per day.

1.3 Other Agency Services. Agency also offers the following services to Company pursuant to the fees described in Section 2 below:

1.3.1 Pre-Employment Screening. Agency may provide pre-employment screening to Company as more fully described in the appropriate Work Order and Exhibit C hereto.

1.4 Agency Payment Obligations. Agency shall be responsible for all applicable state and federal payroll taxes, Social Security withholding, employee benefits and other taxes and expenses related to the engagement of any of Agency personnel.

1.5 Exclusive Engagement. Company acknowledges that Agency shall be its exclusive vendor for each Candidate Placement for the first five business days after receipt by Agency of a Work Order from Company for that Candidate Placement.

1.6 Company Obligations. Company shall determine the competencies required for each Candidate Placement, and Company agrees to limit the assignment of personnel only

to areas of practice within each individual's primary competence. If the Company fails to limit the assignment of personnel to an area of practice within the individual's primary competency, the Agency assumes no liability or responsibility for any work performed for the Company pursuant to the Candidate Placement.

- 1.7 Candidate Placement Procedure. Company agrees to allow Agency to approve each Candidate Placement's start date on behalf of Company in accordance with guarantees set forth on the Work Order. Agency shall provide to Company a Work Order for each such Candidate Placement no later than 12 hours prior to that Candidate Placement's start date. Each such Candidate placement shall be deemed to be approved by Company unless Company rejects, in writing, any such Candidate Placement within six (6) hours of receipt thereof.

2. PAYMENT TERMS

2.1 Hourly Candidate Placements. Company agrees to pay Agency the hourly rate described in the appropriate Work Order for each hourly Candidate Placement pursuant to the rate ranges described in Exhibit A hereto.

2.1.1 Dynamic Pricing. The parties hereto acknowledges COVID19 related costs are dependent on dynamic market conditions and agree to adjust any rates as needed while keeping Agency margins fixed and partnering with Company to incentivize and allocate staff accordingly.

2.2 Payment Terms. Agency shall invoice Company every week. Company shall pay the invoiced amount within thirty (30) days of receipt thereof.

2.3 Minimum Work Week. Company agrees to pay Agency a guaranteed minimum number of hours per week as described in the Work Order for the duration of the assignment for each Candidate Placement.

2.4 Cancellation Policy. Company may terminate any Candidate Placement at any time at its discretion. The foregoing notwithstanding, in the event that Company terminates a Candidate Placement for a reason other than performance or cause, it shall:

- (i) Provide to Agency twenty-one (21) days' written notice of said termination;
or
 - (ii) In the event it is unable to do so, pay to Agency a cancellation fee equal to three (3) weeks of guaranteed minimum hours at the Candidate Placement's applicable confirmed billing rate.
- 2.5 COVID 19 Quarantine Pay. COVID 19 quarantine pay shall be provided to staff engaged under this Agreement pursuant to local, state and federal guidelines.
- 2.5.1. Candidate Placements that may qualify for COVID 19 quarantine pay include the following:
- Have tested positive for COVID-19
 - Are symptomatic and have had contact with a known positive case and testing is unavailable
 - Are asymptomatic and have had contact with a known positive case

- Are symptomatic OR asymptomatic and have traveled internationally to level 2/3/4 advisory countries within the past 14 days.

2.5.2. If a Candidate Placement is eligible for quarantine pay, it shall be the equivalent of two weeks' pay, at 36 hours per week.

2.5.5. Agency agrees to split equally the cost of two weeks' quarantine pay with Company. This addendum is subject to compliance and possible amendment consistent with developments forthcoming from relevant state and/or federal authorities.

2.6 On-Call/Call-Back Policy. Company will confirm if an on-call schedule is required for each Candidate Placement. Company agrees to pay Agency for all uncontrolled on-call hours, defined as hours where Candidate Placement is not required to stay on Company's premises, at the rate set forth in the Work Order. Company will pay Agency controlled on-call hours, defined as hours where Candidate Placement is required to stay on Company's premises, at the rate set forth in the Work Order. Each Candidate Placement shall arrive on facility premises within forty-five (45) minutes of receiving the call from Company. If Candidate Placement is called back to serve in an 'on-call' capacity, the 'on-call' charge will cease and Company agrees to pay Agency one and one-half (1.5) times the agreed upon rate set forth in the Work Order for the duration of the Call-Back period. The minimum call-back period is two (2) hours.

2.7 Holiday Pay. In the event any Candidate Placement is required to work during a Federal or local holiday, that Placement shall be paid at 1.5 times the contracted rate for the holiday. Rapid Response holiday pay is defined in Exhibit A hereto.

2.8 Overtime Pay. In the event any Candidate Placement is required to work over sixty (60) hours in one pay week OR over twelve (12) hours per day, that Candidate Placement shall be paid at 1.5 times the contracted rate. Rapid Response overtime pay is defined in Exhibit A hereto.

3. REFUNDS

3.1 Conflicts. If a candidate is presented to Company through multiple sources, including but not limited to, internet job boards, employee referrals, job fairs and other agencies, and the Agency receives notice thereof under Section 3.2 below, the parties will work together to determine the source that ultimately led to the Candidate Placement in order to determine whether Agency has earned a fee therefor.

3.2 Notice of Conflicts. Company will notify Agency of any conflicts within 72 hours of receipt from Agency of a resume for a Candidate Placement. In the event Company fails to notify Agency of a conflict within this time period, any candidate submitted by Agency for a Candidate Placement and subsequently placed.

3.3 Guarantee. In the event that Company seeks to terminate any Candidate Placement, it may do so within the first 36 hours of that Candidate's Placement without fee to Agency.

3.4 Orientation. In an effort to control spend on behalf of Company, the Parties agree that Company shall pay \$500 for each Candidate Placement's successful completion of all orientation materials prior to the start date. This fee shall be paid on first invoice for each Candidate Placement.

4. COMMUNICATIONS.

4.1 Primary Contacts. Information on candidates shall be provided by Agency to Company's Human Resources Team and Hiring managers.

4.1.1 Agency's primary contacts shall be Charis Blackmon and Louie Del Monica

4.1.2 Company's primary contact shall be Toni Smith

4.2 Relevant Contact Distribution. Company agrees to provide appropriate contacts for any relevant divisions in order to most efficiently initiate resource allocation within 48 hours of execution of this agreement:

4.2.1 Billing Contact for Company shall be: Accounts.Payable@Kkernmedical.com (copy to Amber.Ryan@kernmedical.com)

4.2.2 Credentialing Contact for Company shall be: Amber.Ryan@kernmedical.com (Human Resources)

4.2.3 Onboarding Contact for Company shall be: Amber.Ryan@kernmedical.com (Human Resources)

4.2.4 Orientation Contact for Company shall be: Laura.Cunanan@kernmedical.com (Director, Staff Development, 661-326-2689)

4.3 Unexpected Incidents. Company's Primary Contact shall communicate with Agency's Primary Contact regarding all occupational safety hazards, unexpected incidents, errors, and sentinel events that involve Agency staff in a time sensitive manner. Company shall also communicate directly with Agency staff if it is necessary or appropriate for such communication to occur to avoid or mitigate against injury, damage to property or other loss.

5. CONFIDENTIALITY

The parties hereto agree to hold the other's Confidential Information in strictest confidence, will not use it for any benefit other than fulfilling its obligations under this Agreement and will not disclose it to any third party without the prior written consent of the other party hereto, except as may be required by law or court order. For purposes of this Agreement, the term "Confidential Information" shall mean any and all non-public information of either party hereto including, without limitation, names, addresses and resumes of current or prospective Agency and/or Company personnel; the identities and positions held by Agency or Company employees; job or job title lists, mailing lists or organization charts, either party's methods and practices of recruiting employees; any technical, marketing, financial or other business information relating to either Agency or Company, and any other information that either party has received from others which that party is obligated to treat as confidential or proprietary.

Agency 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.

6. USE OF COMPANY MARKS AND NAME

Agency shall not use Company name, emblem, logo or marks in its solicitation of candidates unless specifically requested by Company. Agency shall not use Company name, emblem, logo or marks in any advertisement, collateral or other material in any media without prior consent from Company.

7. AGENCY WARRANTY

Agency warrants that the Services provided to Company pursuant to Section 1 hereof shall be performed in a reasonable manner consistent with the professional standards generally applicable to such services.

8. RELATIONSHIP OF PARTIES

The parties agree that Agency is an independent contractor. The parties further agree that nothing in this Agreement shall be construed as creating an employer-employee relationship between Agency and Company or between Company and any of Agency personnel.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement shall commence on November 1st, 2021 and shall continue for one year.

9.2 Termination. Either party may terminate this Agreement at any time by providing thirty (30) days' written notice to the non-terminating party.

9.3 Effect of Termination. Upon receipt of notice of termination by Company, Agency and Agency personnel will cease performing services for Company unless otherwise expressly authorized in writing by Company. Upon expiration or termination of this Agreement, neither party will have any further obligations or liabilities hereunder except under Sections 5, 8 and 10, which shall survive termination.

10. INDEMNIFICATION

Each party shall indemnify and hold harmless the other and its members, directors, officers, employees and agents from and against any and all claims, demands, liabilities, damages, judgment and expenses, including reasonable attorneys' fees, (hereinafter the "Damages") to the extent such Damages relate to any breach by the indemnifying party of any of the terms of this Agreement or result from any negligent acts or omissions relating to the performance of services under this Agreement by the indemnifying party, its employees, subcontractor or agents.

11. MISCELLANEOUS

11.1 Assignment. This Agreement may not be assigned by either party.

11.2 Subcontractors. Agency may use subcontractors to fulfill its obligations hereunder without prior written consent of Company.

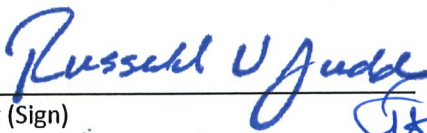
11.3 Insurance. See Exhibit D attached hereto.

11.4 Entire Agreement. This Agreement does not constitute an offer by either party and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement, and along with Exhibits A, B, and C, between parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement signed by both parties by their duly authorized representatives.

IN WITNESS WHEREOF, the Parties have agreed to the foregoing, intending to be legally bound hereby.

Kern County Hospital Authority
1700 Mount Vernon Ave,
Bakersfield, CA 93306
Tel: 661-326-2688
Toni.Smith@kernmedical.com

NuWest Group Holdings LLC
Address: 325 118th Ave SE #300
Bellevue, WA 98005
Tel: (425) 602-5716
E-mail: mveiseh@nuwestgroup.com

Russell V Judd
By (Sign) 

Russell V. Judd
Name (Print)

Chief Executive Officer
Title

10/26/21
Date

DocuSigned by:
Mona Veiseh
185E907FFC76446...

By (Sign) _____
Mona Veiseh

Name (Print)

CEO
Title

10/26/2021
Date

APPROVED AS TO FORM
Legal Services Department

By Jamie R
Kern County Hospital Authority

EXHIBIT A

RATE CARD

Rates as governed by Work Order in Exhibit B. Pricing expresses the amount of bill rate when combined with transportation, housing, and rental car reimbursement.

Overtime consists of the following:

- OT1, which is calculated at 1.5x the 8 hour rate and applied to hours worked in excess of 8 hours and up to 12 hours in any Work Day, or in excess of 40 hours and up to 48 hours in a one week period (Note: OT1 does not apply to shifts scheduled as 10 hour shifts. For shifts scheduled as 10 hours, OT1 is calculated at 1.5x the 10 hour rate and applied to hours worked in excess of 10 hours and up to 12 hours in any Work Day, or in excess of 40 hours and up to 48 hours in a one week period).
- OT2, which is calculated at 2x the 8 hour rate and applies to hours worked in excess of 12 hours in any Work Day, or in excess of 48 hours in a one week period.

Rate Modifiers:

- On Call Rate: \$2 an hour
- Charge: \$4 per hour

Guaranteed Hours

- 5x12 schedule – 60 Hours Guaranteed
- 4x12 schedule – 48 Hours Guaranteed
- 4x10 schedule – 40 Hours Guaranteed
- 3x12 schedule – 36 Hours Guaranteed

EXHIBIT B

Work Order Form

Name of Company	Kern Medical
Name of Agency	NUWEST Group
Date	10/21/2021

Position Title:	RN ED	RN MedSurg	RN ICU
Bill Rate	205	205	205
Number of Needs	TBD	TBD	TBD
Guaranteed Work Week	48, 60	48,60	48,60
Estimated Start Date:	11/1/2021		
Duration:	TBD		

Exhibit C
Compliance Requirements for Onboarding

Company agrees to permit Agency to start Candidate Placement with certain agreed upon compliance items pending as necessary for relevant delivery in response to COVID19 needs.

Minimum Screening Protocols for Contingent Workers

Advanced Practice candidates may have additional requirements

Professional

- Resume or Employment Application (includes education, experience, certifications, etc.) Skills Checklist (unit specific, updated annually) for all clinical positions and otherwise if and as applicable
- 2 Professional References - One MUST be from a supervisor for submitted unit within last 12 months of employment, the 2nd from a peer or supervisor within 3 years of employment

Licensure/Certification (if and as applicable)

- Annual NURSYS verification of all licenses held (current, expired, or lapsed)
- Licensure for Midlevel Practitioners, Nursing, Respiratory Therapy and Allied Health (license currently practicing under is verified for status and disciplinary action within 30 days prior to start of each contract via primary source).
- Certification for Allied Health (ARRT, CST, etc.); verified upon hire for status and upon each subsequent contract and/or certification renewal
- Certifications, NPI and DEA for Midlevel Practitioners (upon hire) and upon renewal
- AHA Healthcare Provider CPR required for all Contractors (ACLS, PALS, NRP, etc. as required by hospital and must include hands on skills testing with live instructor)

Education/Orientation (if and as applicable)

- Annual Occupational Safety and Patient Care Standards exam, completed upon hire and then annually. Course content must include:
- Advance Directives, Age-Related Competency, Bloodborne Pathogens, Cultural Competency, Documentation & Risk Management, Drug-Impaired Healthcare Worker, Electrical Safety, Emergency Preparedness, End of Life Care, Fire Safety, HIPAA Standards, Joint Commission National Patient Safety Goals, Latex Sensitivity & Allergies, Medication Error Prevention, Musculoskeletal Injury Prevention, Organ & Tissue Donation, Pain Management, Patient Rights, Recognizing & Reporting Abuse (Child, Domestic, and Elder), Restraints & Seclusion, Security & Workplace Violence Prevention, Sexual Harassment, Tuberculosis Education, and Universal Precautions

Background

- SSN Trace (results must be shown, all counties reported within 7 years' time must be ran)
- County Background Checks (all residences including travel assignments for MINIMUM of last 7 years). Ran within 30 days of start.
- Alias AKA Names (all residences including travel assignments for MINIMUM of last 7 years). Ran for all alias names (first, last, or maiden).
- National Criminal Check (annual)
- National Sex Offender check (annual)
- California State Patrol Background Check (WSP)

- FACIS® Screening (Fraud and Abuse Control Information System (upon initial hire or after a 12-month lapse in employment, will perform Level 3; for reassignments and extensions, will perform OIG/EPLS)
- FACIS® Level 3: searches disciplinary actions taken by federal agencies (including OIG/EPLS/GSA) as well as licensing and certification agencies
- OIG/EPLS: searches sanction information with OIG/EPLS/GSA and other federal agencies

Identification

- Copy of IDs submitted (in accordance to USCIS regulations; at least one must verify identity). Contractor must also show photo ID Day 1.
- Midlevel Practitioners-copy of malpractice insurance

Health Requirements

- Drug Screen collected within 30 days of start for each contract (10 panel); if traveler is at the same facility and working for over a year a drug screen will be updated annually (includes no breaks 31 days or more).
- Hepatitis B – we accept 3 vaccine series, and/or titer results showing immunity or declination form.
- MMR – 2 vaccines or positive titers showing immunity required.
- Varicella - 2 vaccines, positive titer or verification of disease by healthcare provider (at time of diagnosis) required.
- TB – TB Skin Test or annual TB Skin tests in sequential years, (updated annually).
- Chest X-ray – for history of positive PPD, completed at time of positive PPD reading, must indicate for positive PPD, and then repeated if becomes symptomatic (Per CDC Guidelines) or per facility requirement
- TB Annual Screening Form – annually, for those contractors with history of positive PPD
- Influenza – vaccine required (annual). Only accept signed declination form for medical or religious reasons
- T-Dap
- COVID 19 - Proof of current fully vaccinated COVID-19 status, including any booster, or qualifying exemption. Vaccination proof must include name, DOB, Lot#, Manufacturer, Provider/agency administering, and date of vaccination (s).The state has provided two exemptions to the vaccine mandate: religious and medical. Please see link for exemption form- <https://bit.ly/vaccine-declination>

Minimum Screening Protocols for Contingent Workers (Disaster)

In the event a Disaster is declared, the following screening protocols shall be used until normal business has resumed:

- Resume
- National Background (approved to start with pending) In the event due to COVID19 delays background results not received within 7 days of start of assignment, we will discuss clearing file given inordinate length of time to receive results.
- OIG
- SAM/EPLS

- National Sex Offenders Check
- Clear Nursys report CNAs and RRT – source state license verification
- BLS (according to AHA guidelines)
- ACLS for ICU nurses (according to AHA guidelines)
- 2 References
- Prophecy - Clinical Exams – RNs, CNAs, RRT
- Random drug test per NuWest protocol
- Immunizations
 - o TB – either 2 TB Skin Tests, TBQ or TSPOT within the past 18 months (approved to start with pending)
 - o MMR – either 2 vaccines or titer proving immunity (approved to start with titer pending)
 - o Varicella – either 2 vaccines or titer proving immunity (approved to start with titer pending)
 - o HepB – either 3 vaccines, titer or declination (approved to start with titer pending)
 - o Tdap – within the past 10 years
 - o Flu Vaccine – annually or provide declination

The above requirements may be modified based on operational needs and as a result of change in legal requirements, whether by law, regulation, or executive decree.

EXHIBIT "D" 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 policies 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.

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 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. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- (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) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
- (e) 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.
- (f) 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.
- (g) 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).
- (h) 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.
- (i) 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. Professional Liability Insurance (Errors and Omissions):
- (a) Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession.
 - (b) Minimum Limits: \$1,000,000 per Occurrence or Claim; \$3,000,000 Annual Aggregate. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - (c) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
 - (d) Required Evidence of Coverage: Certificate of Insurance.
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.
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 execution of 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 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; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.
 - (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. 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 and obtain damages from Consultant resulting from said breach. Alternatively, KCHA may purchase the required insurance, and without further notice to Consultant, KCHA may deduct from sums due to Consultant any premium costs advanced by KCHA for such insurance. These remedies shall be in addition to any other remedies available to KCHA.



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

November 17, 2021

Subject: Proposed Application for Group Insurance with ReliaStar Life Insurance Company, a member of the Voya® family of companies, for purchase of supplemental life insurance benefits by employees

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Application for Group Insurance with ReliaStar Life Insurance Company, which currently provides supplemental life insurance options to Kern Medical employees under the Employee Benefit Services Agreement between the Authority and the County of Kern. Effective January 1, 2022, American Fidelity will be the County's new voluntary benefits administrator. To avoid the inconvenience to employees of having to reenroll in a new plan in order to maintain this current voluntary coverage, we are recommending that the Authority enter into its own agreement with ReliaStar so employees who participate can maintain coverage without interruption or disruption.

ReliaStar has agreed to honor the current rates and life insurance approvals for our employees. In order to continue this benefit for employees, the Authority must sign a separate application with ReliaStar.

Term:

This Agreement is effective January 1, 2022 and will remain in effect until cancelled in writing by the Authority.

Costs associated with Agreement:

There is no cost to the Authority to enter into the Agreement. This is a voluntary benefit that is paid in full by the employee who elects to participate in the plan.

Therefore, it is recommended that your Board approve the proposed Application for Group Life Insurance with Reliastar Life Insurance Company and authorize the Chairman to sign.

**APPLICATION FOR
GROUP INSURANCE**

RELIASTAR LIFE INSURANCE COMPANY
HOME OFFICE • MINNEAPOLIS, MINNESOTA 55440

Application is made to ReliaStar Life Insurance Company (we, us, our) for Group Insurance.

1. Name of Group Applicant Kern County Hospital Authority
(use exact legal name of organization)

2. Address 1700 Mount Vernon Avenue
(number & street)

Bakersfield, CA 93306
(city, state, zip code)

3. Types of insurance desired:

**Does the Group Applicant pay 100%
of the premium?**

- | | | | |
|---|------------------------------|------------------------------|--|
| <input type="checkbox"/> Basic Life Insurance | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Supplemental Life Insurance | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Basic Dependent Life Insurance | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input checked="" type="checkbox"/> Supplemental Dependent Life Insurance | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Basic Accidental Death & Dismemberment Insurance (AD&D) | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Supplemental Accidental Death & Dismemberment Insurance (AD&D) | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Basic Dependent Accidental Death & Dismemberment Insurance (AD&D) | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Supplemental Dependent Accidental Death & Dismemberment Insurance (AD&D) | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Weekly Disability Income Insurance | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Monthly Disability Income Insurance | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Personal Accident Insurance - Employee | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Personal Accident Insurance - Dependent | <input type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

4. This insurance is to become effective on (date) 01/01/2022
at the Group Applicant's place of business, only if the first month's premium is paid in full, and we accept this application.

5. The writing agent on the insurance applied for is: _____
(The agent must be duly licensed as required by law)

Group Applicant Kern Hospital Authority

~~APPROVED AS TO FORM~~
Legal Services Department

By _____
Title Chairman, Board of Governors

By Kevin A. James
Kern County Hospital Authority

Date November 17, 2021

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



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

November 17, 2021

Subject: Proposed Employer Agreement with LegalEASE Group for purchase of prepaid legal service plans by employees

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Employer Agreement with LegalEASE Group for the purchase of prepaid legal services plans by employees on a voluntary basis. Since July 1, 2016, LegalEASE has provided this service to Kern Medical employees under the Employee Benefit Services Agreement between the Authority and the County of Kern. Effective January 1, 2022, American Fidelity will be the County's new voluntary benefits administrator. To avoid the inconvenience to employees of having to reenroll in a new plan in order to maintain current voluntary coverage, which includes a "legal club" under LegalEASE, we are recommending that the Authority enter into its own agreement with LegalEASE so employees who participate can maintain coverage without interruption or disruption.

Term:

This Agreement is effective January 1, 2022 and will remain in effect until cancelled in writing by the Authority.

Costs associated with Agreement:

There is no cost to the Authority to enter into the Agreement. This is a voluntary benefit that is paid in full by the employee who elects to participate in the plan.

Therefore, it is recommended that your Board approve the proposed Employer Agreement with LegalEASE Group and authorize the Chairman to sign.



5151 San Felipe St, Suite 2300
 Houston, TX 77056
 713-785-7400
 800-562-2929
 Fax 713-785-1189

Employer Agreement

This Agreement made as of the 1st day of **January 2022** (the "Effective Date") by and between the LegalEASE Group ("LegalEASE") with its principal offices at 5151 San Felipe, Suite 2300, Houston, Texas 77056 and **Kern County Hospital Authority** ("Sponsor") with its principal offices at **1700 Mount Vernon Avenue, Bakersfield, CA 93306.**

WHEREAS, LegalEASE desires to provide a legal services benefit plan to members of the Sponsor; and

WHEREAS, the Sponsor desires to offer a group legal services plan as the Sponsor's exclusive legal services plan;

LegalEASE and Sponsor agree as follows:

Purpose of the Agreement. LegalEASE and Sponsor agree to establish a group legal services benefit plan under which eligible employees may voluntarily arrange for the purchase of coverage and payment of premiums for insurance coverage for themselves and/or their family members.

Statement of Obligations. The Sponsor shall allow LegalEASE representatives reasonable access to all eligible employees for the purpose of promoting, explaining, and enrolling them in the legal services benefit plan. The Third-Party Administrator (TPA) designated by the Sponsor, or the Sponsor, or other entity designated by the Sponsor, shall continue to collect and remit premiums as long as each participating employee continues to be a participating employee. LegalEASE will issue a Certificate of Coverage and new policyholder materials to each employee who enrolls in the plan. LegalEASE will provide benefits to each policy holder based on the policy terms attached to the Policyholder Application, once approved by the Sponsor. The Sponsor shall allow LegalEASE to service both the existing eligible employees, as well as those who become eligible, on a regular basis – but not less frequently than annually – for the purpose of promoting benefits communications and plan participation.

PLAN OPTIONS AND PREMIUM RATES PER MEMBER

LegalGUARD: \$13.02 composite per new and subsequent enrollee. (Spouse, eligible dependents)

Term and Termination. This Agreement shall be automatically renewed on each anniversary date of this Agreement unless terminated by Sponsor or LegalEASE as provided herein. The term of this Agreement and rate guarantee shall be from the effective date of **01/01/2022** through **01/01/2023** subject to the cancellation terms of the policy in effect for the employees of Sponsor. This Agreement shall continue in force subject to earlier termination by Sponsor for cause or by LegalEASE for either (a) the failure of the TPA, on behalf of the undersigned, or the Sponsor, or the Sponsor's designated agent, to pay the membership fee, subject to a thirty-one-day grace period; or (b) sixty days written notice for cause.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date first above written.

The LegalEASE Group

Kern County Hospital Authority

By: _____

By: _____

Name: **Robert L. Heston, Jr.**

Name: **Russell E. Bigler**

Title: **President**

Title: **Chairman, Board of Governors**

APPROVED AS TO FORM
 Legal Services Department

By *Russell E. Bigler*
 Kern County Hospital Authority



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

November 17, 2021

SUBJECT: Proposed Resolution reaffirming the prior appointments of Andrew J. Cantu, Tyler S. Whitezell, Glenn E. Goldis, M.D., and Antoinette C. Smith, RN, MSN, and affirming the recent appointment of Alton Scott Thygerson as Officers of the Kern County Hospital Authority, effective December 1, 2021

Recommended Action: Approve; Adopt Resolution

Summary:

On April 16, 2016, your Board adopted Resolution No. 2016-004 appointing Russell Judd, Scott Thygerson, Andy Cantu, Dr. Glenn Goldis, Jared Leavitt, and Toni Smith, RN, MSN, to serve as initial officers of the Authority. The action by your Board complied with the state statute, county ordinance, and the hospital Authority's Bylaws for Governance.

On October 16, 2019, your Board approved the appointment of Alton Scott Thygerson, Chief Strategy Officer, as President, Hospital & Clinic Operations. With this new appointment, on January 15, 2020, your Board adopted Resolution No. 2020-003, reaffirming the appointment of these same officers, albeit with the change in title for Mr. Thygerson.

Chief Operating Officer Jared Levitt resigned effective July 14, 2020. On July 14, 2020, Mr. Judd appointed Tyler Whitezell, Vice President of Administrative Services, as Chief Operating Officer in place of Mr. Levitt.

On October 13, 2021, Mr. Judd officially resigned his position as Chief Executive Officer, effective December 1, 2021. In anticipation of Mr. Judd's impending retirement, on October 12, 2021, approval was obtained by the appointment of Alton Scott Thygerson as Chief Executive Officer. The next day, following the resignation of Mr. Judd, your Board appointed Mr. Thygerson as Chief Executive Officer, effective December 1, 2021.

The Authority is recommending that your Board adopt the attached resolution affirming and reaffirming, as the case may be, the appointment of the following individuals by name and title as officers of the Authority, effective December 1, 2021:

Chief Executive Officer:	Alton Scott Thygerson
Chief Financial Officer:	Andrew J. Cantu
Chief Operating Officer:	Tyler S. Whitezell
Chief Medical Officer:	Glenn E. Goldis, M.D.
Chief Nursing Officer:	Antoinette C. Smith, RN, MSN

Therefore, it is recommended that your Board approve the recommended action and adopt the attached Resolution.

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

In the matter of:

Resolution No. 2021-____

**REAFFIRMING THE APPOINTMENT OF ANDREW
J. CANTU, TYLER S. WHITEZELL, GLENN E.
GOLDIS, M.D., AND ANTOINETTE C. SMITH, RN,
MSN, AND AFFIRMING THE APPOINTMENT OF
ALTON SCOTT THYGERSON AS CHIEF
EXECUTIVE OFFICER TO SERVE AS OFFICERS
OF THE KERN COUNTY HOSPITAL AUTHORITY**

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 17th day of November, 2021, 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) Health and Safety Code section 101855(a)(6) provides that the Kern County Hospital Authority shall have the power “to appoint and employ or otherwise engage a chief executive officer and other officers and employees that may be necessary or appropriate, ...and to define the power and duties of officers and employees”; and

(b) Section 2.170.070 of the Ordinance Code of the County of Kern (“Ordinance Code”) titled *Powers of Hospital Authority* provides that “*the hospital authority shall have the power to appoint and employ or otherwise engage a chief executive officer and other necessary officers and employees*”; and

(c) Section 2.170.080 of the Ordinance Code also provides that the “*board of supervisors shall approve the initial and any successive chief executive officer of the hospital authority prior to his or her appointment by the hospital authority*” (Ord. No. A-356, § 2, 10-6-15, eff. 11-6-15); and

(d) Section 5.01 of the Hospital Authority Bylaws for Governance provides that “*the Board of Governors shall appoint a competent and experienced Chief Executive Officer, subject to the prior approval by the Board of Supervisors, to have responsibility for the general management of the Hospital Authority. Subject to the rights of the Board of Supervisors, the Chief Executive Officer shall be employed, contracted with, or otherwise engaged by the Hospital Authority*”; and

(e) On March 16, 2016, by a unanimous vote of those Directors present, the Board of Governors recommended Russell V. Judd be appointed the Chief Executive Officer of the Hospital Authority and referred the matter to the Board of Supervisors for approval. On April 5, 2016, the Board of Supervisors approved the initial appointment of Russell V. Judd as the Chief Executive Officer of the Hospital Authority; and

(f) Section 4.03 of the Hospital Authority Bylaws for Governance provides that “*the Chief Financial Officer shall be appointed by the Chief Executive Officer.... Prior to appointing the Chief Financial Officer, the Chief Executive Officer shall consult with and receive direction from the Board of Governors*”; and

(g) On March 16, 2016, Russell V. Judd consulted with and received direction from the Board of Governors regarding the appointment of a Chief Financial Officer of the Hospital Authority; and

(h) On March 16, 2016, by unanimous vote of those Directors present, the Board of Governors approved the recommendation of Russell V. Judd to appoint Andrew J. Cantu as the Chief Financial Officer of the Hospital Authority; and

(i) On April 16, 2016, the Board of Governors adopted Resolution No. 2016-004 appointing Russell V. Judd, Alton Scott Thygerson, Andrew J. Cantu, Glenn E. Goldis, M.D., Jared W. Leavitt, and Antoinette C. Smith, RN, MSN, to serve as initial officers of the Hospital Authority; and

(j) On January 16, 2019, the Board of Governors adopted Resolution No. 2019-001 reaffirming the appointments of Russell V. Judd, Alton Scott Thygerson, Andrew J. Cantu, Glenn E. Goldis, M.D., Jared W. Leavitt, and Antoinette C. Smith, RN, MSN, to serve as officers of the Hospital Authority; and

(k) On October 16, 2019, by unanimous vote of those Directors present, the Board of Governors appointed Alton Scott Thygerson, Chief Strategy Officer, as President, Hospital & Clinic Operations of the Hospital Authority; and

(l) On January 15, 2020, the Board of Governors adopted Resolution No. 2020-003 reaffirming the appointments of Russell V. Judd, Alton Scott Thygerson, Andrew J. Cantu, Glenn E. Goldis, M.D., Jared W. Leavitt, and Antoinette C. Smith, RN, MSN, to serve as officers of the Hospital Authority, effective October 16, 2019; and

(m) Effective July 14, 2020, Jared W. Leavitt resigned his position as Chief Operating Officer; and

(n) On July 14, 2020, Tyler S. Whitezell was appointed Chief Operating Officer by the Chief Executive Officer of the Hospital Authority; and

(o) On January 20, 2021, the Board of Governors adopted Resolution No. 2021-001 reaffirming the appointments of Russell V. Judd, Alton Scott Thygerson, Andrew J. Cantu, Glenn E. Goldis, M.D., and Antoinette C. Smith, RN, MSN, and affirming the appointment of Tyler S. Whitezell, to serve as officers of the Hospital Authority, effective July 14, 2020; and

(p) On October 12, 2021, pursuant to Section 2.170.080 of the Ordinance Code, approval was obtained for the appointment of Alton Scott Thygerson as Chief Executive Officer of the Hospital Authority (Ord. No. G-8814, § 3, 3-19-19); and

(q) On October 13, 2021, Russell V. Judd officially resigned his position as Chief Executive Officer of the Hospital Authority, effective December 1, 2021; and

(r) On October 13, 2021, by unanimous vote, the Board of Governors appointed Alton Scott Thygerson as Chief Executive Officer of the Hospital Authority, effective December 1, 2021; and

(s) The Board of Governors desires to reaffirm the prior appointments of, Andrew J. Cantu, Tyler S. Whitezell, Glenn E. Goldis, M.D., and Antoinette C. Smith, RN, MSN, and affirm the recent appointment of Alton Scott Thygerson as Chief Executive Officer, to serve as officers of the Hospital Authority, effective December 1, 2021.

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 affirms and reaffirms, as the case may be, the appointment of the following individuals by name and title as officers of the Kern County Hospital Authority, effective December 1, 2021:

Chief Executive Officer:	Alton Scott Thygerson
Chief Financial Officer:	Andrew J. Cantu
Chief Operating Officer:	Tyler S. Whitezell
Chief Medical Officer:	Glenn E. Goldis, M.D.
Chief Nursing Officer:	Antoinette C. Smith, RN, MSN

3. The provisions of this Resolution shall be effective, in force, and operative as of the 1st day of December, 2021.

4. Resolution No. 2021-001, adopted by the Board of Governors on January 20, 2021, is hereby repealed and superseded by this Resolution.

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

Kern Medical Center
Legal Services Department



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

November 17, 2021

Subject: Proposed Resolution revising the delegation of authority of the Kern County Hospital Authority Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services

Recommended Action: Approve; Adopt Resolution

Summary:

On September 20, 2017, pursuant to the Kern County Hospital Authority Act (Health & Saf. Code, § 101852 et seq.) and the Hospital Authority Bylaws for Governance, your Board adopted the most recent resolution (Resolution No. 2017-007) delegating authority to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority. In anticipation of Mr. Judd's impending retirement, we reviewed the 2017 resolution and determined minor revisions were needed to reflect more accurately the operational needs of the hospital. Attached are clean and redline versions of the edits to Exhibit "A," which is attached to the proposed resolution.

Therefore, it is recommended that your Board approve the recommended changes and adopt the attached proposed resolution.

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

In the matter of:

Resolution No. 2021-____

**DELEGATING AUTHORITY TO THE CHIEF
EXECUTIVE OFFICER OF THE KERN COUNTY
HOSPITAL AUTHORITY TO ENTER INTO
CONTRACTS AND TO SECURE AND PAY FOR
CERTAIN PROFESSIONAL AND SPECIAL
SERVICES**

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 17th day of November, 2021, 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 (Health & Saf. Code, § 101852 et seq.) (the “Act”) states the Kern County Hospital Authority (“Hospital Authority”) shall have the power “*to enter into one or more contracts or agreements, including, but not limited to, contracting with any public or private entity or person for management or other*

services and personnel, and to authorize the chief executive officer to enter into contracts, execute all instruments, and do all things necessary or convenient in the exercise of the powers granted in [the Act].” (Health & Saf. Code, § 101855(a)(9).); and

(b) The Hospital Authority Bylaws for Governance (“Bylaws”) provide that *“the Chief Executive Officer shall be the general manager of the Hospital Authority, and shall have the authority to exercise executive supervision over the general business and affairs of the Hospital Authority in accordance with the statement of duties and responsibilities adopted by the Board of Governors, including, but not limited, to the following: (h) such duties assigned by the Board of Governors and required by these Bylaws or applicable law.”* (Bylaws, section 5.02.); and

(c) On May 18, 2016, the Board of Governors adopted Resolution No. 2016-009 delegating authority to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority; and

(d) On December 14, 2016, the Board of Governors adopted Resolution No. 2016-022, which revised the authority delegated to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority; and

(e) On September 20, 2017, The Board of Governors adopted Resolution No. 2017-007, which revised the authority delegated to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority; and

(f) On recommendation of the Kern Medical Center, the Board of Governors desires to revise the authority delegated to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services.

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. The Chief Executive Officer is hereby appointed as the Purchasing Agent for the Kern County Hospital Authority.

3. The Chief Executive Officer is hereby appointed as the Agency Designated Representative for labor negotiations, as directed by this Board.

4. This Board hereby delegates authority to the Chief Executive Officer of the Kern County Hospital Authority to enter into the contracts and to secure and pay for those

certain professional and special services set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

5. Counsel shall review all contracts for approval as to legal form. Board of Governors approval is required if Counsel is unable to approve a contract as to form.

6. The provisions of this Resolution shall be effective, in force, and operative as of the 17th day of November, 2021.

7. Resolution No. 2017-007, adopted by the Board of Governors on September 20, 2017, is hereby repealed and superseded by this Resolution.

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

Kern Medical Center
Chief Executive Officer
Chief Financial Officer
Legal Services Department
Human Resources

EXHIBIT "A"

Section I. The Chief Executive Officer shall be the Purchasing Agent for the Kern County Hospital Authority ("Hospital Authority"). As provided herein, the Purchasing Agent shall have the responsibility to evaluate proposed purchases in order to bid or negotiate requisitions and contracts on behalf of the Hospital Authority. All purchases, rentals and contracts made by the Purchasing Agent shall be binding and constitute a lawful charge against the Hospital Authority. The Purchasing Agent or designee shall have the authority to:

1. Secure goods or services for the proper operation of the health facilities costing a maximum \$250,000 per year with a maximum cumulative total not to exceed \$750,000, unless otherwise specified in this Exhibit. Agreements that (i) exceed a ~~cumulative total greater than~~ maximum \$250,000 per year, (ii) that do not contain a termination without cause provision, (iii) exceed a term of three years, or (iv) are subject to those sections of the Public Contract Code applicable to the Hospital Authority, must be approved by the Board of Governors.
2. Negotiate and execute addenda that do not require the expenditure of funds where the agreement exceeds the amounts and term limit set forth above.
3. Secure goods for the proper operation of the pharmacies, clinical laboratory, and operating room that may exceed the amounts and term limit set forth above.
4. Enter into professional and specialized medical services that may exceed the specified ~~amount~~ amounts set forth above, including without limitation, the following:
 - A. Medical services that are beyond the capability of employed staff to provide
 - B. Medical services of a very specialized nature which are not available at Kern Medical Center
 - C. Medical services that require special equipment or facilities that are not available at Kern Medical Center
 - D. Medical services that are infrequent in occurrence, are unpredictable in volume and costs, and therefore may not be identified specifically in the Hospital Authority budget
 - E. Medical services that are necessary to provide patient care or services to patients in an emergent situation
 - F. Patient-specific letters of agreement for medical services
 - G. Letters of agreement for medical services not provided at Kern Medical Center
5. Process and pay any administrative penalty that does not exceed \$50,000. Counsel shall review any notice of administrative penalty to determine whether a hearing to dispute the penalty is warranted and approve all settlement agreements, if any, negotiated between the Hospital Authority and the relevant agency, prior to payment of the penalty.

6. Negotiate and execute routine agreements that typically do not require the expenditure of funds or are revenue agreements, including without limitation, the following:
 - A. Indemnification agreements
 - B. Provider transfer agreements
 - C. Organ/tissue and blood services agreements
 - D. Accreditation contracts with The Joint Commission
 - E. Business Associate Agreements (BAA)
 - F. Provider participation agreements
 - G. Quality collaborative agreements
 - H. Affiliation agreements
 - I. Payer/provider agreements
 - J. Affiliation agreements Program letters of agreement (PLA)
 - K. Peer review sharing agreements
 - L. Research studies and grants
 - M. Waivers and Inter-governmental Transfer (IGT) documents and agreements
 - N. Letters of intent (LOI)
 - O. Nondisclosure agreements (NDA)
 - M.P. Common interest agreements

7. Accept and execute contracts previously approved by the Kern County Board of Supervisors that are being assigned by the County of Kern to the Hospital Authority that may exceed the specified amounts set forth above.

8. Negotiate and execute lease agreements for real property with a not to exceed amount of \$250,000 per year, including multi-year lease agreements that do not exceed an initial term of 10 years with a maximum cumulative total not to exceed \$2,500,000.

Section II. The Chief Executive Officer shall have the following delegated authority for the proper staffing of the health facilities and shall be the Agency Designated Representative for labor negotiations with employee organizations, as directed by the Board of Governors. The Chief Executive Officer or designee shall have the authority to:

1. Negotiate within the established physician compensation model, and execute individual physician agreements with a not to exceed amount of \$500,000 per year, including multi-year agreements that do not exceed a term of three years, with a maximum cumulative payable of \$1,500,000.
2. Add and delete existing classifications required to provide hospital services that were not previously included in the adopted budget while not exceeding total expense appropriations.
3. Create new job classifications and establish salary ranges for new classifications. Salary ranges for management, mid-management, confidential and unrepresented classifications must be within the Board of Governors approved salary pay bands.

4. Meet and confer with employee organizations unless it involves matters related to MOU approval, declaration of impasse, or implementing any last, best, and final offer.

Section III. The Chief Executive Officer shall establish budgetary controls and be the official responsible to administer such controls. The Chief Executive Officer shall have authority to:

1. Approve budgetary transfers and revisions of appropriations within a budget unit or budget units that do not increase spending authority.
2. Spend surplus revenue subject to the limitations in the Agreement for Health Care Services, Finance and Support with the County of Kern and the amount set forth in Section I, under Purchasing Agent authority.
3. Substitute capital assets and capital or maintenance projects after the adoption of the budget that does not increase spending authority.

Section IV. The Chief Executive Officer shall be the official responsible to review pending legislation and chaptered laws to evaluate the impact on Hospital Authority operations and shall have the authority to:

1. Write advocacy letters on behalf of the Hospital Authority.
2. Accept and receive any donations or grants on behalf of Kern Medical Center and on behalf of its physicians.
3. Utilize Board-approved strategic initiatives that require immediate action, subject to any limitations set forth herein.

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

In the matter of:

Resolution No. 2021-____

**DELEGATING AUTHORITY TO THE CHIEF
EXECUTIVE OFFICER OF THE KERN COUNTY
HOSPITAL AUTHORITY TO ENTER INTO
CONTRACTS AND TO SECURE AND PAY FOR
CERTAIN PROFESSIONAL AND SPECIAL
SERVICES**

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 17th day of November, 2021, 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 (Health & Saf. Code, § 101852 et seq.) (the "Act") states the Kern County Hospital Authority ("Hospital Authority") shall have the power "*to enter into one or more contracts or agreements, including, but not limited to, contracting with any public or private entity or person for management or other*

services and personnel, and to authorize the chief executive officer to enter into contracts, execute all instruments, and do all things necessary or convenient in the exercise of the powers granted in [the Act].” (Health & Saf. Code, § 101855(a)(9).); and

(b) The Hospital Authority Bylaws for Governance (“Bylaws”) provide that *“the Chief Executive Officer shall be the general manager of the Hospital Authority, and shall have the authority to exercise executive supervision over the general business and affairs of the Hospital Authority in accordance with the statement of duties and responsibilities adopted by the Board of Governors, including, but not limited, to the following: (h) such duties assigned by the Board of Governors and required by these Bylaws or applicable law.”* (Bylaws, section 5.02.); and

(c) On May 18, 2016, the Board of Governors adopted Resolution No. 2016-009 delegating authority to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority; and

(d) On December 14, 2016, the Board of Governors adopted Resolution No. 2016-022, which revised the authority delegated to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority; and

(e) On September 20, 2017, The Board of Governors adopted Resolution No. 2017-007, which revised the authority delegated to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services on behalf of the Hospital Authority; and

(f) On recommendation of the Kern Medical Center, the Board of Governors desires to revise the authority delegated to the Chief Executive Officer to enter into contracts and to secure and pay for certain professional and special services.

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. The Chief Executive Officer is hereby appointed as the Purchasing Agent for the Kern County Hospital Authority.

3. The Chief Executive Officer is hereby appointed as the Agency Designated Representative for labor negotiations, as directed by this Board.

4. This Board hereby delegates authority to the Chief Executive Officer of the Kern County Hospital Authority to enter into the contracts and to secure and pay for those

certain professional and special services set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

5. Counsel shall review all contracts for approval as to legal form. Board of Governors approval is required if Counsel is unable to approve a contract as to form.

6. The provisions of this Resolution shall be effective, in force, and operative as of the 17th day of November, 2021.

7. Resolution No. 2017-007, adopted by the Board of Governors on September 20, 2017, is hereby repealed and superseded by this Resolution.

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

Kern Medical Center
Chief Executive Officer
Chief Financial Officer
Legal Services Department
Human Resources

EXHIBIT “A”

Section I. The Chief Executive Officer shall be the Purchasing Agent for the Kern County Hospital Authority (“Hospital Authority”). As provided herein, the Purchasing Agent shall have the responsibility to evaluate proposed purchases in order to bid or negotiate requisitions and contracts on behalf of the Hospital Authority. All purchases, rentals and contracts made by the Purchasing Agent shall be binding and constitute a lawful charge against the Hospital Authority. The Purchasing Agent or designee shall have the authority to:

1. Secure goods or services for the proper operation of the health facilities costing a maximum \$250,000 per year with a maximum cumulative total not to exceed \$750,000, unless otherwise specified in this Exhibit. Agreements that (i) exceed a maximum \$250,000 per year, (ii) that do not contain a termination without cause provision, (iii) exceed a term of three years, or (iv) are subject to those sections of the Public Contract Code applicable to the Hospital Authority, must be approved by the Board of Governors.
2. Negotiate and execute addenda that do not require the expenditure of funds where the agreement exceeds the amounts and term limit set forth above.
3. Secure goods for the proper operation of the pharmacies, clinical laboratory, and operating room that may exceed the amounts and term limit set forth above.
4. Enter into professional and specialized medical services that may exceed the specified amounts set forth above, including without limitation, the following:
 - A. Medical services that are beyond the capability of employed staff to provide
 - B. Medical services of a very specialized nature which are not available at Kern Medical Center
 - C. Medical services that require special equipment or facilities that are not available at Kern Medical Center
 - D. Medical services that are infrequent in occurrence, are unpredictable in volume and costs, and therefore may not be identified specifically in the Hospital Authority budget
 - E. Medical services that are necessary to provide patient care or services to patients in an emergent situation
 - F. Patient-specific letters of agreement for medical services
 - G. Letters of agreement for medical services not provided at Kern Medical Center
5. Process and pay any administrative penalty that does not exceed \$50,000. Counsel shall review any notice of administrative penalty to determine whether a hearing to dispute the penalty is warranted and approve all settlement agreements, if any, negotiated between the Hospital Authority and the relevant agency, prior to payment of the penalty.

6. Negotiate and execute routine agreements that typically do not require the expenditure of funds or are revenue agreements, including without limitation, the following:
 - A. Indemnification agreements
 - B. Provider transfer agreements
 - C. Organ/tissue and blood services agreements
 - D. Accreditation contracts with The Joint Commission
 - E. Business Associate Agreements (BAA)
 - F. Provider participation agreements
 - G. Quality collaborative agreements
 - H. Affiliation agreements
 - I. Payer/provider agreements
 - J. Program letters of agreement (PLA)
 - K. Peer review sharing agreements
 - L. Research studies and grants
 - M. Waivers and Inter-governmental Transfer (IGT) documents and agreements
 - N. Letters of intent (LOI)
 - O. Nondisclosure agreements (NDA)
 - P. Common interest agreements
7. Accept and execute contracts previously approved by the Kern County Board of Supervisors that are being assigned by the County of Kern to the Hospital Authority that may exceed the specified amounts set forth above.
8. Negotiate and execute lease agreements for real property with a not to exceed amount of \$250,000 per year, including multi-year lease agreements that do not exceed an initial term of 10 years with a maximum cumulative total not to exceed \$2,500,000.

Section II. The Chief Executive Officer shall have the following delegated authority for the proper staffing of the health facilities and shall be the Agency Designated Representative for labor negotiations with employee organizations, as directed by the Board of Governors. The Chief Executive Officer or designee shall have the authority to:

1. Negotiate within the established physician compensation model, and execute individual physician agreements with a not to exceed amount of \$500,000 per year, including multi-year agreements that do not exceed a term of three years, with a maximum cumulative payable of \$1,500,000.
2. Add and delete existing classifications required to provide hospital services that were not previously included in the adopted budget while not exceeding total expense appropriations.
3. Create new job classifications and establish salary ranges for new classifications. Salary ranges for management, mid-management, confidential and unrepresented classifications must be within the Board of Governors approved salary pay bands.

4. Meet and confer with employee organizations unless it involves matters related to MOU approval, declaration of impasse, or implementing any last, best, and final offer.

Section III. The Chief Executive Officer shall establish budgetary controls and be the official responsible to administer such controls. The Chief Executive Officer shall have authority to:

1. Approve budgetary transfers and revisions of appropriations within a budget unit or budget units that do not increase spending authority.
2. Spend surplus revenue subject to the limitations in the Agreement for Health Care Services, Finance and Support with the County of Kern and the amount set forth in Section I, under Purchasing Agent authority.
3. Substitute capital assets and capital or maintenance projects after the adoption of the budget that does not increase spending authority.

Section IV. The Chief Executive Officer shall be the official responsible to review pending legislation and chaptered laws to evaluate the impact on Hospital Authority operations and shall have the authority to:

1. Write advocacy letters on behalf of the Hospital Authority.
2. Accept and receive any donations or grants on behalf of Kern Medical Center and on behalf of its physicians.
3. Utilize Board-approved strategic initiatives that require immediate action, subject to any limitations set forth herein.



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

November 17, 2021

Subject: Proposed approval of Medical Staff Waivers to Board Certification Policy

Recommended Action: Approve

Summary:

The Medical Staff of Kern Medical Center requests that your Board approve the attached proposed policy regarding waivers to board certification.

The purpose of this policy is to define limited exemptions to Section 4.2.2, Particular Qualifications, of the Bylaws of the Medical Staff ("Bylaws"), which states, in relevant part, the following: "An applicant for physician membership in the Medical Staff, except for the Honorary or Retired Staff, must...be certified by or currently qualified and eligible to take the board certification examination of a board recognized by the American Board of Medical Specialties, or a board or association with equivalent requirements approved by the Medical Board of California or Osteopathic Medical Board of California, as appropriate, in the specialty that the practitioner will practice at the Medical Center."

The Medical Staff has determined that board eligibility or certification, as defined and described in the Bylaws, is a minimum qualification for Medical Staff membership and/or privileges and expects every physician to meet that qualification. However, under the limited circumstances described in the policy, a physician may receive a limited exemption from the board certification requirement. Receiving an exemption from the board eligibility or certification requirement does not mean that appointment or privileges will be granted, but only that processing of the application can begin. Physicians who request an exemption must still meet the qualifications for membership and undergo a rigorous credentialing process prior to appointment and the granting of privileges.

The policy was approved by the Medical Executive Committee at its regular monthly meeting on November 2, 2021. The final step in the process is approval by your Board, as required by the Medical Staff Bylaws. The policy has the force and effect of the Bylaws upon approval by your Board.

Therefore, it is recommended that your Board approve the Medical Staff Waivers to Board Certification Policy, effective November 17, 2021.

**KERN MEDICAL CENTER
MEDICAL STAFF
Policy and Procedure
Waivers to Board Certification**

Approvals:

Medical Executive Committee: November 2, 2021

Board of Governors:

Review Date:

I. PURPOSE:

The purpose of this policy is to define limited exemptions to Section 4.2.2, Particular Qualifications, of the Bylaws of the Medical Staff (“Bylaws”), which states, in relevant part, the following: “An applicant for physician membership in the Medical Staff, except for the Honorary or Retired Staff, must...be certified by or currently qualified and eligible to take the board certification examination of a board recognized by the American Board of Medical Specialties, or a board or association with equivalent requirements approved by the Medical Board of California or Osteopathic Medical Board of California, as appropriate, in the specialty that the practitioner will practice at the Medical Center.”

II. SCOPE:

This policy applies to all applicants for physician membership in the Medical Staff.

III. POLICY STATEMENT:

The Medical Staff has determined that board eligibility or certification, as defined and described in the Bylaws, is a minimum qualification for Medical Staff membership and/or privileges and expects every physician to meet that qualification. However, under the limited circumstances described below, a physician may receive a limited exemption from the board certification requirement. Receiving an exemption from the board eligibility or certification requirement does not mean that appointment or privileges will be granted, but only that processing of the application can begin.

IV. PROCEDURE:

A) Time-limited Exemptions

Practitioners who fall within the following categories may receive a time-limited exemption from the board certification requirement as long as they are: (i) eligible to take the board certification exam or are working toward eligibility to take the board certification exam, and (ii) can demonstrate current clinical knowledge and competency to the satisfaction of the Medical Executive Committee and the Board of Governors.

- 1) A Practitioner who has taken the board certification exam but has not yet been informed of the results. In such cases, the exemption expires no more than six months after the Practitioner has taken the exam.
- 2) A Practitioner who has graduated from his or her residency or fellowship program within 12 months of applying for membership and/or privileges. In such cases, the exemption expires no more than 24 months after the Practitioner has graduated.
- 3) A Practitioner whose specialty board requires a minimum number of years of practice before eligibility to take the examination. In such cases, the exemption expires no more than 15 months after the Practitioner becomes eligible to take the exam, or no later than seven years after the Practitioner has completed his or her relevant residency or fellowship program, whichever comes first.
- 4) A Practitioner who, as determined by the Medical Executive Committee, has experienced extraordinary circumstances in the 18-month period prior to the board certification deadline or the date of the board certification examination or renewal examination. In such cases, the exemption shall expire no more than 15 months after the board certification deadline or expected examination date. Examples of “extraordinary circumstances” include the death of a close family member (spouse, child, parent, or sibling); divorce and/or custody proceedings; and serious illness or disability requiring significant treatment or hospitalization, as documented by a California-licensed physician (not the Practitioner). “Extraordinary circumstances” do not include, among other things, prior board examination failure or relocation of practice. The decision of the Medical Executive Committee that the extraordinary circumstances exception does not apply is not subject to the hearing and appeal rights set forth the Bylaws.

B) Permanent Exemptions

Practitioners who fall within one of the following categories may receive permanent exemption from the board certification requirement, as long as the Practitioners can demonstrate current clinical knowledge and competency to the satisfaction of the Medical Executive Committee and Board of Governors.

- 1) A Practitioner who has been continuously on staff since June 30, 2016, and was not board certified at the time this policy was adopted.
- 2) A Practitioner whose subspecialty did not, at the time of his or her training, have a subspecialty board or formal residency programs, and therefore, the Practitioner has never been eligible to sit for the subspecialty board certification examination. In such cases, the Practitioner may be exempted from the subspecialty certification requirement but must still be certified in their original specialty.
- 3) A Practitioner who is ineligible for board certification due to graduation from a foreign training program.

- 4) A Practitioner who has been board certified, but allowed the certification to lapse, or a Practitioner who has never been board certified, whether in his or her specialty or subspecialty, and there is a critical patient care need in the Practitioner's specialty or subspecialty (e.g., vascular surgery). In such cases, the Practitioner may be exempt for the specialty and subspecialty certification, as long as the Practitioner has completed a residency program approved by the Accreditation Council for Graduate Medical Education that provided complete training in the specialty or subspecialty that the Practitioner will practice and the Medical Staff determines that the Practitioner possesses the necessary background, education, training, and skills necessary to safely exercise the clinical privileges requested.

VI. APPENDICES: None

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

November 17, 2021

Subject: Proposed Agreement for Professional Services with Amir Berjis, M.D., a contract employee

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve an Agreement with Amir Berjis, M.D., for professional medical services in the Department of Surgery. Dr. Berjis serves as the Director of Thoracic Surgery; Vice Chair of Education, Department of Surgery; Designated Institutional Official and Director of Medical Education at Kern Medical. Dr. Berjis leads and supports clinical, educational, and research duties as assigned by the Chief Executive Officer, Chief Medical Officer and/or the Department Chair, to meet the mission, vision, strategies, and goals of the Department and Kern Medical Center.

The proposed Agreement is for January 4, 2022 through January 3, 2027. The annual salary is comprised of a base salary for teaching and administrative duties and for care of Kern Medical patients. Dr. Berjis's annual salary is 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 he provides. Dr. Berjis will continue to receive the same complement of benefits, including eligibility to participate in the physicians' pension plan, health care coverage, vacation and sick leave, education days and CME reimbursement, and the option to elect voluntary benefits at no cost to Kern Medical.

Therefore, it is recommended that your Board approve the Agreement with Amir Berjis, M.D., for professional medical services in the Department of Surgery from January 4, 2022 through January 3, 2027, in an amount not to exceed \$3,300,000, and authorize the Chairman to sign.

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Amir Berjis, M.D.)**

This Agreement is made and entered into this ____ day of _____, 2021, between the Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Amir Berjis, 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 and administrative 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 has special training, knowledge and experience to provide such services; and

(d) Authority currently contracts with Physician as a contract employee for the provision of professional medical and administrative services in the Department (Agt. #085-2018, dated December 12, 2018), for the period January 4, 2019 through January 3, 2022; and

(e) Each party expressly understands and agrees that Agt. #085-2018 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 (“Term”) shall be for a period of five (5) years, commencing as of January 4, 2022 (the “Commencement Date”), and shall end January 3, 2027 (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 as Director of Thoracic Surgery, Vice Chair of Education, Department of Surgery, Designated Institutional Official, and Director of Medical Education, and 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 Surgery in surgery-general and the American Board of Thoracic Surgery in thoracic and cardiac surgery-general, and maintain such certifications 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 similar 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 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 \$25,384.61 biweekly not to exceed \$660,000 annually. The Annual Salary shall be comprised of (i) a base salary for teaching and administrative services in the amount of \$125,000 per year and (ii) payment for care of KMC patients in the amount of \$535,000 per year. 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 Professional Fee Billing.

5.2.1 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 at the Practice sites during the Term of this Agreement. All professional fees generated by Physician for services rendered at the Practice Sites 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.

5.2.2 Remittance of Professional Fee Charges. Physician shall remit all professional fee charges to KMC within 45 days of the date direct patient care services are provided by Physician. Any professional fee charges not remitted by Physician to KMC within 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.

5.3 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$3,300,000 over the five-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 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 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 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 80 hours paid education leave annually. The first 80 hours will accrue on the Commencement Date. On each successive Employment Year, if any, an additional 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 Chief Medical Officer 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 Chief Medical Officer. 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 Pension 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. **Dispute Resolution.** In the event of any dispute involving the enforcement or interpretation of this Agreement or any of the rights or obligations arising hereunder, the parties shall first attempt to resolve their differences by mediation before a mediator of their mutual selection. If the parties are, after mutual good faith efforts, unable to resolve their differences by mediation, the dispute shall be submitted for trial before a privately compensated temporary judge appointed by the Kern County Superior Court pursuant to Article VI, section 21 of the California Constitution and Rules 3.810 through 3.830 of the California Rules of Court. All costs of any dispute resolution procedure shall be borne equally by the parties.

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 designated KMC Practice Sites without approval by the Kern County Hospital Authority Board of Governors, 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 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:

Amir Berjis, M.D.
12201 Longmeadow Way
Bakersfield, California 93312

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 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, which conduct persists for five (5) business days after written notice to Physician; (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, which failure persists for five (5) business days after written notice to Physician; or (xv) 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 _____
Amir Berjis, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____
Russell V. Judd
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

EXHIBIT “A”
JOB DESCRIPTION
Amir Berjis, M.D.

Position Summary: Reports to the Chair, Department of Surgery, Chief Medical Officer, and Chief Executive Officer; serves as (i) Director of Thoracic Surgery, (ii) Vice Chair of Education, Department of Surgery, (iii) Designated Institutional Official, and (iv) Director of Medical Education; leads and supports clinical, educational, and research duties as assigned by the Chief Executive Officer, Chief Medical Officer and/or the Department Chair, to meet the mission, vision, strategies, and goals of the Department and KMC.

Clinical Responsibilities.

1. Provides appropriate clinical services as assigned and in accordance with generally accepted professional standards.
2. Provides coverage in the thoracic surgery clinics located at KMC, other designated KMC sites, and preoperative conferences.
3. Provides mutually agreed upon call coverage for acute thoracic emergencies and general thoracic surgery; a call schedule shall be submitted on a monthly basis.
4. Provides faculty call coverage, as assigned.
5. Supervises resident physicians and medical students during all assigned clinical activity.
6. Provides other clinical activities, as assigned by the Chief Medical Officer and Department chair.
7. Completes medical records and other appropriate documentation within timeframes established by the Medical Staff and applicable law.

Administrative Responsibilities.

A. Director of Thoracic Surgery:

1. Supports the Department Chair in developing monitoring tools to measure quality, access, financial, and satisfaction outcomes for the Department and academic training programs.
2. Follows Department rules as specified in the Department policies and procedures.
3. Gathers data through best practices and collaborates 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.
4. Attends and actively participates in assigned departmental, medical staff, and hospital committees.
5. Participates in Department and hospital quality improvement programs as required by KMC medical staff bylaws, rules, regulations, and policies.
6. Attends Department staff meetings, the annual medical staff meeting, and committee meetings, as assigned by the Chief Medical Officer, President of the Medical Staff, and Department chair.
7. Provides other administrative activities, as assigned by the Department Chair.

B. Designated Institutional Official:

1. Reports to the Chief Executive Officer.
2. Assumes authority and responsibility for all ACGME accredited Graduate Medical Education programs.
3. Chairs the GMEC, which oversees and administers each ACGME-accredited program.
4. Ensures compliance with the ACGME Institutional, Common, and Specialty/Subspecialty specific Program Requirements.
5. Ensures that KMC remains in compliance with the ACGME Institutional Requirements for a Sponsoring Institution.
6. Directs and assists with scheduled ACGME reviews of the KMC accredited programs, including Resident Review Committee site surveys and the biannual CLER visit.
7. Supports and promotes Core Faculty Development and works directly with Program Directors to advance the clinical skillset of the teaching staff.
8. Ensures an environment of academic excellence that leads to resident and fellow milestone achievement, promotes scholarly activity, and facilitates professionalism.

C. Director of Medical Education:

1. Reports to the Chief Medical Officer.
2. Provides oversight for the development, direction, and coordination of all continuing medical education activities of KMC.
3. Achieves an integrated education program for the general and specialty needs of physicians, residents, fellows, and medical students at KMC.
4. Administers the continuing medical education program in accordance with the overall mission and objectives of KMC, in collaboration with the CME Committee and Coordinator.
5. Participates actively with various related staff committees to recommend policies and to provide leadership in all phases of the development of continuing medical education.
6. Oversees the medical student curriculum, clerkships, and electives at KMC.
7. Serves as a liaison between KMC and its affiliated medical school programs.
8. Provides scheduled reports to the Chief Medical Officer regarding continuing medical education activities at KMC.
9. Assumes responsibility and accountability for facilitation, coordination, and enhancing education and scholarly activities.
10. Assumes responsibility and accountability for developing and enhancing resident and student education.
11. Attends all regular and special GMEC meetings.
12. Reports to the GMEC on the status of resident and student education programs.
13. Develops and maintains medical education programs that include education, evaluation, and mentoring of medical students and resident physicians.
14. Administers and maintains an environment conducive to educating residents and students, which includes responsibility to:
 - Oversee and ensure the quality of didactic and clinical education
 - Direct medical student didactic teaching, conference, and surgical curriculum
 - Evaluate program faculty in conjunction with the Department chair
 - Monitor resident and student supervision

- Develop and implement policies and procedures consistent with KMC and program requirements for resident and student duty hours and the working environment, including moonlighting
- Comply with KMC written policies and procedures, including those specified in the Institutional Requirements for selection, evaluation and promotion of residents and students, disciplinary action, and supervision of residents and students
- Be familiar with and comply with ACGME and Resident Review Committee policies and procedures as outlined in the ACGME Manual of Policies and Procedures

D. Vice Chair of Education Responsibilities:

1. Promotes excellence in training, teaching, and educational scholarship within the Department.
2. Serves as an advisor to the Department chair and oversees the administrative support for educational programs.
3. Administers and maintains an environment conducive to educating students and residents, which includes responsibility to:
 - Advise and work collaboratively with the Department Chair and residency program director in fostering an environment that values and supports educational programs
 - Organize the structure and coordination of educational programs from undergraduate through graduate medical education for the Department
 - Be familiar and comply with ACGME and Resident Review Committee policies and procedures as outlined in the ACGME Manual of Policies and Procedures
 - Ensure the quality of all educational programs and their compliance with regulatory and accreditation requirements
 - Assume a leadership role in the recruitment, oversight and retention of students, residents, and faculty
 - Collaborate with the Department Chair and administration to develop and maintain annual operating budgets for all educational programs within the Department
 - Maintain and enhance systems for reporting trainee and faculty performance and educational program evaluation data for the purposes of assessment, improvement, and planning
 - Support and mentor individual faculty involved in education, including clerkship and program directors
 - Provide mentoring and faculty development, including fostering educational leadership
 - Promote scholarship in education and research
 - Advocate and promote visibility of education within and outside the Department
 - Work collaboratively with other programs to identify best practices in medical training and opportunities for inter-professional education
 - Serve as an alternate representative for the Department Chair in the Chair's absence or as the Chair deems appropriate

Teaching Responsibilities.

1. Assists in preparing didactic curriculum and teaching conferences for residents, fellows, and medical students.

2. Provides didactic lectures as mutually agreed upon by the Chief Medical Officer and Department chair or program director.
3. Supports the residency and medical student program directors by interviewing residency applicants.
4. Interviews categorical and transitional residency applicants.
5. Prepares resident physicians for written and oral boards and reviews case logs.
6. Assists the residency program directors through individual monitoring, counseling, and evaluation of resident physicians and medical students, as appropriate.
7. Assists with scholarly activity for the residency program.
8. Pursues scholarly pursuits for improvements in patient care and academic productivity for scientific presentations and publications.
9. Establishes and maintains academic appointment at David Geffen School of Medicine at University of California, Los Angeles

Employment Standards:

Completion of an accredited residency program in general surgery; completion of an accredited fellowship program in thoracic surgery; one (1) year of post-residency experience in thoracic 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 Surgery in surgery-general and the American Board of Thoracic Surgery in thoracic and cardiac surgery-general.

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

[Intentionally left blank]

EXHIBIT "B"
AUTHORIZATION TO RELEASE INFORMATION

[See 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**

November 17, 2021

Subject: Hearing regarding proposed changes in Kern Medical Center Services

Recommended Action: Open hearing; receive public comment; close public hearing; approve closure of Kern Medical Center Campus Pharmacy and Sagebrush Medical Plaza Pharmacy; direct staff to determine the specific actions necessary to implement the changes outlined in this letter

Summary

Kern Medical Center requests your Board conduct a public hearing on the proposed closure of Kern Medical Center Campus Pharmacy, located at 2014 College Avenue, Bakersfield, California 93305, and Sagebrush Medical Plaza Pharmacy (a/k/a Columbus Clinic Pharmacy), located at 1111 Columbus Street, Suite 2000, Bakersfield, California 93305. The expected date of these closures is no later than December 31, 2021.

This proposed action requires that your Board conduct a public hearing in accordance with Health and Safety Code section 1442.5 (also known as a Beilenson hearing). A notice to the public concerning this proposal was posted at all Kern Medical Center locations and all entrances to county health care facilities on Monday, November 1, 2021, at least 14 days in advance of the hearing, as required by section 1442.5. The notice contains the requisite information required by the statute. As a courtesy to the public, the notice was published in The Bakersfield Californian. A copy of the notice is attached and includes a list of the proposed changes, by facility and service, the type of each proposed change, the expected savings, the number of persons affected and the expected date of the proposed changes.

Rationale for Proposed Changes

On January 7, 2019, Governor Gavin Newsom issued Executive Order N-01-19 that requires the California Department of Health Care Services (DHCS) to transition all Medi-Cal pharmacy services from Managed Care Plans (MCP) to Medi-Cal fee-for-service (FFS) effective January 1, 2022, thereby reducing annual reimbursement to Kern Medical Center by a projected \$3,131,277. This reduction in reimbursement would put the Kern Medical Center retail pharmacies at a projected operating loss of \$2,537,024 annually. Kern Medical Center has evaluated the financial consequences this new program will have on reimbursement and expenses and determined it cannot sustain the financial losses that result from DHCS implementing this program.

The proposed staff reductions are outlined in the attached notice. Employees in these positions may be able to transfer to another department. Retraining opportunities will be identified for affected employees depending on qualifications, job fit, and the availability of budgeted, vacant positions. Recall rights, as outlined in the Reduction in Force policy, will be followed when selecting employees for retaining and transfer opportunities.

The total number of patients affected by the closures is 13,673. The pharmacy files pertaining to these patients will be transferred from Kern Medical Center Campus Pharmacy and Sagebrush Medical Plaza Pharmacy to another pharmacy in compliance with the state and federal laws. No action will be required on behalf of patients to complete this transfer and all patients will be notified with specific details when the terms of the transfer are finalized. DHCS has notified Medi-Cal beneficiaries of the change in the pharmacy benefit administration, providing information on location of pharmacies contracted for these services. MCPs are prepared to assist patients with travel to and from contracted pharmacies in order to obtain prescriptions.

Therefore, it is recommended that your Board take the following actions:

1. Open the hearing and receive public comment on the proposed closure of Kern Medical Center Campus Pharmacy and Sagebrush Medical Plaza Pharmacy; and
2. Close the public hearing; and
3. Approve the closure of Kern Medical Center Campus Pharmacy and Sagebrush Medical Plaza Pharmacy, effective no later than December 31, 2021; and
4. Direct staff to determine the specific actions necessary to implement the changes outlined in this letter.

NOTICE

PROPOSED CHANGES IN KERN MEDICAL CENTER SERVICES

On Wednesday, November 17, 2021, at 11:30 a.m. in Room 1058 located at Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, California 93306, the Kern County Hospital Authority Board of Governors will hold a hearing on the proposed closure of the Kern Medical Center Campus Pharmacy, located at 2014 College Avenue, Bakersfield, California 93305, and the Sagebrush Medical Plaza Pharmacy (a/k/a Columbus Clinic Pharmacy), located at 1111 Columbus Street, Suite 2000, Bakersfield, California 93305. The expected date of these closures is no later than December 31, 2021.

This Notice is being provided, and the hearing will be conducted, pursuant to California Health and Safety Code section 1442.5.

For more information you may contact Kern Medical Center 24 hours a day at (661) 326-2000.

On January 7, 2019, Governor Gavin Newsom issued Executive Order N-01-19 that requires the California Department of Health Care Services (DHCS) to transition all Medi-Cal pharmacy services from Managed Care Plans (MCP) to Medi-Cal fee-for-service (FFS) effective January 1, 2022, thereby reducing annual reimbursement to Kern Medical Center by a projected \$3,131,277. This reduction in reimbursement would put the Kern Medical Center retail pharmacies at a projected operating loss of \$2,537,024 annually. This new program is called Medi-Cal Rx. The state of California has also selected Magellan Health, a pharmacy benefits administrator, for this new pharmacy program. Kern Medical Center has evaluated the financial consequences this new program will have on reimbursement and expenses and determined it cannot sustain the financial losses that result from DHCS implementing this program.

All patient pharmacy files will be transferred from Kern Medical Center Campus Pharmacy and Sagebrush Medical Plaza Pharmacy to another pharmacy in compliance with the state and federal laws.

Presented on the attached is a list of the proposed changes, by facility and service, including the type of each proposed change, the expected savings, if any, and the number of persons affected.

At any time not later than the hour set for the hearing, any person may submit written objections to this proposed change in service offered by Kern Medical Center. Any written objections shall be signed by the objecting party, and be delivered to the Authority Board Coordinator.

Anyone wishing to present evidence or be heard regarding this matter may do so at the hearing of this matter, or any continuation thereof, in accordance with the Public Meeting Protocol and Instructions for Providing Public Comment during Board Meetings due to Coronavirus (COVID-19) Pandemic, attached hereto. If you challenge the action taken by the Board of Governors on this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the Board of Governors at or prior to the public hearing.

As a courtesy to the public, this Notice has been published in The Bakersfield Californian.

1. **Facility:** Kern Medical Center Campus Pharmacy
2014 College Avenue
Bakersfield, California 93305

Service: Retail Pharmacy Services

Type of Proposed Change: Closure of Retail Pharmacy

Savings: Approximately \$1,603,642 annually

Persons Affected:

Patients: Approximately 9,654 patients annually

Staff Reductions:

3 Pharmacists – delete positions
1 Pharmacist, Per Diem – delete position
1 Per Diem Pharmacist – vacant; delete position
1 Pharmacy Tech I/II – vacant; delete position
4 Pharmacy Tech II – delete positions
3 Per Diem Pharmacy Tech II – delete positions
1 Per Diem Pharmacy Tech III – delete position
4 Per Diem Pharmacy Tech III – vacant; delete positions

2. **Facility:** Sagebrush Medical Plaza Pharmacy
1111 Columbus Street, Suite 2000
Bakersfield, California 93305

Service: Retail Pharmacy Services

Type of Proposed Change: Closure of Retail Pharmacy

Savings: Approximately \$933,381 annually

Persons Affected:

Patients: Approximately 4,019 patients annually

Staff Reductions:

1 Pharmacist – delete position
2 Per Diem Pharmacists – delete positions
1 Per Diem Pharmacist – vacant; delete position
3 Pharmacy Tech II – delete positions
1 Per Diem Pharmacy Tech II – delete position
2 Per Diem Pharmacy Tech II – vacant; delete positions
1 Pharmacy Tech III – delete position
1 Pharmacy Coordinator – transfer to Cost Center 83950 (Pharmacy – Clinical)
1 Transportation Services Associate – delete position

Kern County Hospital Authority
Board of Governors
Public Meeting Protocol and Instructions for Providing Public Comment
during Board Meetings due to Coronavirus (COVID-19) Pandemic

On March 17, 2020 Governor Newsom issued Executive Order N-29-20 due to the COVID-19 pandemic. These orders specified relaxed provisions of meetings under the Ralph M. Brown Act (California's open meeting law; "Brown Act") allowing meetings to be conducted through teleconferencing. Executive Order N-29-20 expired on September 30, 2021. In response, on September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361, which amends Government Code Section 54953 clarifying the Brown Act regulations and restrictions relating to the use of teleconferencing to conduct public meetings.

The Kern County Hospital Authority hereby provides notice that as a result of the declared federal, state, and local emergencies due to the COVID-19 pandemic, and in light of the Governor's order, **this Board of Governors meeting will not be physically open to the public**. You may address the Board via email (Option #1) or telephonically (Option #2) or internet-based service option (Option #3) as outlined below. Consistent with the Executive Order, Board members may elect to attend the meeting telephonically and to participate in the meeting to the same extent as if they were physically present.

Based on guidance from the California Governor's Office and Department of Public Health, as well as the County Health Officer, in order to minimize the potential spread of the COVID-19 Virus, please use the following instructions:

Option #1: Submit your comment on a specific agenda item or for providing general public comment under Public Presentations via email to publiccomment@kernmedical.com no later than 8:00 a.m. on Wednesday, November 17, 2021, the day of the Board meeting. Please include your name and clearly indicate the agenda item number you wish to address.

Option #2: You may comment by calling (661) 326-2611 to leave a voicemail of no more than two minutes in length, no later than 4:00 p.m. on Tuesday, November 16, 2021, the day prior to the Board meeting. Please state and spell your name at the beginning of your message and clearly indicate the agenda item number you wish to address.

Option #3: You may provide testimony or public comment via teleconference by calling 1-415-915-2056 conference id: 541 113 577# at 11:25am to allow ample time to join the meeting Wednesday, November 17, 2021. Please wait on the line until your call is recognized and you are prompted to provide your testimony or public comment of no more than two minutes in length. Please state and spell your name and clearly indicate the agenda item number you wish to address.

All public comments received by email or voicemail are provided to all Board members and applicable staff, for review and consideration by the Board prior to taking action on any matters listed on the agenda and are incorporated into the official record of the Board meeting.



Outpatient Retail Pharmacy

Scope of Impact

- Retail Pharmacy – Doctor prescribes; patient picks up and takes at home
- Does not impact Inpatient Pharmacy – provide medications and treatments for patients in the hospital
- May impact physician administered medications – Chemotherapy, depending on how these are billed

Current Reimbursement Process

- Medi-Cal Fee-For-Service reimburses pharmacy prescriptions at **acquisition cost** plus a dispensing fee of \$10.05 for pharmacies filling more than 90,000 prescriptions per year, otherwise, \$13.20
- Medi-Cal Managed Care reimburses pharmacy prescriptions at negotiated rates

340B Program

- 340B – Federal Program administered by Health Resources and Services Administration – HRSA
- Directs pharmaceutical companies to sell drugs at a significant discount to safety net providers – 13%-23%
- Creates an increased margin for safety net pharmacies in order to stretch scarce resources

Medi-Cal Rx

- On January 7, 2019, Governor Newsom issued Executive Order N-01-19 that requires DHCS to transition all Medi-Cal Pharmacy services from Managed Care to fee-for-service
- Pharmacy benefit will transition from Managed Care to Fee-For-Service, meaning all Medi-Cal prescriptions will be paid at **acquisition cost** plus dispensing fee
- State retained a pharmacy administration company (Magellan Health) to administer all Medi-Cal pharmacy services across the state. The benefits from the 340B program will now be retained by the state rather than the safety net pharmacy

Other Pharmacies

- Non 340B prescriptions will be paid based on NADAC – National Average Drug Acquisition Cost
- Pharmacies operating under GPO or with larger purchasing power can purchase drugs at a cost less than NADAC, earning small margins
- Private pharmacies also generate revenue by selling other items – “pick up a gallon of milk while you are there”
- Private pharmacies have a much lower cost structure than government run pharmacies
- Kern Medical – staff with full benefits and expensive retirement plan cancel out minor profits

Financial Analysis

		Anticipated Impact	Projection
Cash Collections	\$ 18,820,612	\$ (3,131,277)	\$ 15,689,335
Cost of Prescriptions	\$ (14,611,198)		\$ (14,611,198)
Salaries and Benefits	\$ (3,178,804)		\$ (3,178,804)
Other Expenses	\$ (436,357)		\$ (436,357)
Net Income	\$ 594,253		\$ (2,537,024)

Patients

- Patients have a choice of many retail pharmacies in the area
- Kern Health Systems and Health Net report they have ample contracts with many retail pharmacies
 - Medi-Cal benefit includes transportation to pharmacies
- Kern Medical is finalizing a transition plan for current prescriptions as required by regulatory bodies
- DHCS has notified Medi-Cal beneficiaries that there will be a change to how benefits are administered and how to find a contracted pharmacy

Impact to staffing

- 4 Full Time Pharmacists
- 8 Full Time Pharmacy Technicians
- 1 Full Time Pharmacy Coordinator
- 1 Full Time Transportation Services Associate
- 3 Per Diem Pharmacists
- 5 Per Diem Pharmacy Technicians
- 6 **Vacant** Pharmacy Technicians
- 2 **Vacant** Per Diem Pharmacists
- 1 **Vacant** Pharmacy Technicians



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

November 17, 2021

Subject: Kern County Hospital Authority Financial Report – September 2021

Recommended Action: Receive and File

Summary:

Kern Medical Operations

Kern Medical key performance indicators:

- Average Daily Census of 173 for September is 32 more than the September budget of 141 and 21 more than the 152 average over the last three months
- Admissions of 1,067 for September are 252 more than the September budget of 815 and 147 more than the 920 average over the last three months
- Total Surgeries of 445 for September are 13 more than the September budget of 432 and 60 less than the 505 average over the last three months
- Clinic Visits of 18,790 for September are 3,969 more than the September budget of 14,821 and 986 more than the 17,804 average over the last three months. The large budget variances are mainly due to 2,962 of COVID-19 vaccinations provided during September

The following items have budget variances for the month of September 2021:

Patient Revenue:

Gross patient revenue has a favorable budget variance for September and on a year-to-date basis mainly because of strong average daily census levels. A January 1, 2021 price increase for many patient services is also responsible for the increase in revenue. In addition, there has been an overall increase in revenue cycle efficiency due to the implementation of the Cerner electronic health record. Gross patient revenue has increased 14% compared to prior year.

Indigent Funding Revenue:

Indigent funding has an unfavorable budget variance for the month and year-to-date due to a conservative approach to recognizing indigent funding revenue. During each month of fiscal year 2022 Kern Medical will only recognize 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), the Whole Person Care Program (WPC), the Enhanced Payment Program (EPP), and the Quality Incentive Program (QIP).

Other Operating Revenue:

Other operating revenue has a favorable budget variance for September and year-to-date due to the receipt of funds from the County of Kern for the operation of COVID-19 testing facilities and COVID-19 mobile vaccination units. This revenue is offset by Kern Medical's costs to provide these services for the County of Kern. Kern Medical also received Maddy EMS funds which are typically paid on a quarterly basis. The Maddy Emergency Medical Services Fund (SB12) is used to reimburse physicians, surgeons, and hospitals for patients who do not pay for emergency medical services and for other emergency medical service purposes defined by existing legislation.

Other Non-Operating Revenue:

Other non-operating revenue has an unfavorable budget variance for the month and year-to-date because federal and state COVID-19 related funding is budgeted evenly throughout FY 2022 as other non-operating revenue; however, this COVID-19 funding is not received consistently on a monthly basis. 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 are over budget for the month of September primarily because of higher than average costs for registered nurses for the month. On a year-to-date basis, salaries are under budget due to lower than average expenses for technicians and specialists, registered nurses, and clerical and administrative staff.

Benefits Expense:

Benefits expense has a favorable budget variance for the month and year-to-date due to lower than average paid time off, unemployment insurance, group health insurance, and retirement and pension obligations.

Nurse Registry Expense:

Nurse registry expense is over budget for the month and on a year-to-date basis because of higher than average registry usage in the ICU, the DOU, the ER, the 2C Med/Surg unit, the 3C Med/Surg unit, L&D, and Peri-Anesthesia. The increase is primarily due to the pandemic. However, the current high census levels at Kern Medical consist of many other patients besides those with COVID-19, increasing the need for contract nurse services.

Medical Fees:

Medical fees are under budget in September and on a year-to-date basis primarily because of over accruals in prior months for several physicians that either no longer provide services for Kern Medical, or have provided relatively less services during the past few months.

Other Professional Fees:

Other professional fees are under budget for the month of September due to less than average consulting and legal fees. On a year-to-date basis, other professional fees are over budget in part because of an implementation fee charged by the Acute Care Surgery Group. In addition, legal expenses have been higher than average this year.

Supplies Expense:

Supplies expense continues to be over budget for the month and on a year-to-date basis due to ongoing operations of the outpatient pharmacy.

Purchased Services:

Kern Medical was over budget for the month for purchased services expenses mainly because of higher than average ambulance expenses. On a year-to-date basis, purchased services are over budget due in part to under accruals in prior months for HFRI Collection Agency services and for Health Advocates Financial Counseling services. In addition, the COVID-19 mobile clinic expenses are reported on this line item. The mobile clinic expenses are offset by reimbursement received from the County of Kern and reported as other operating revenue.

Other Expenses:

Other expenses are over budget for the month primarily because of higher than average electricity costs and because of an increase in IPFS insurance premiums. On a year-to-date basis, other expenses are over budget because of an air conditioning and heating unit rental from Hertz Equipment Rental Company (HERC) for the MRI and because of higher than average electricity costs.

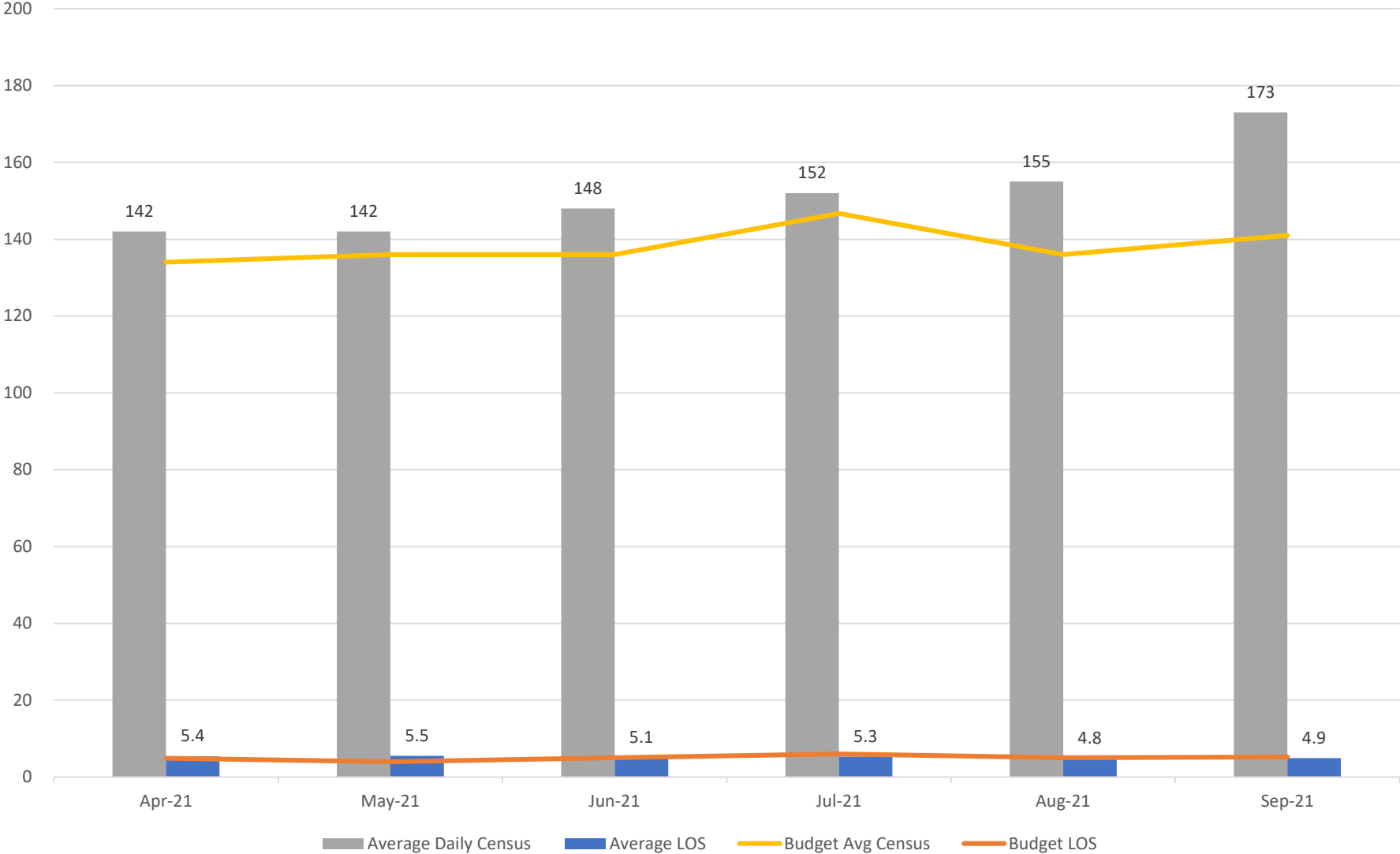
Depreciation and Amortization Expense:

Depreciation expense is over budget for the month and year-to-date because of construction-in-progress (CIP) projects that were put into service and have now started depreciating each month.

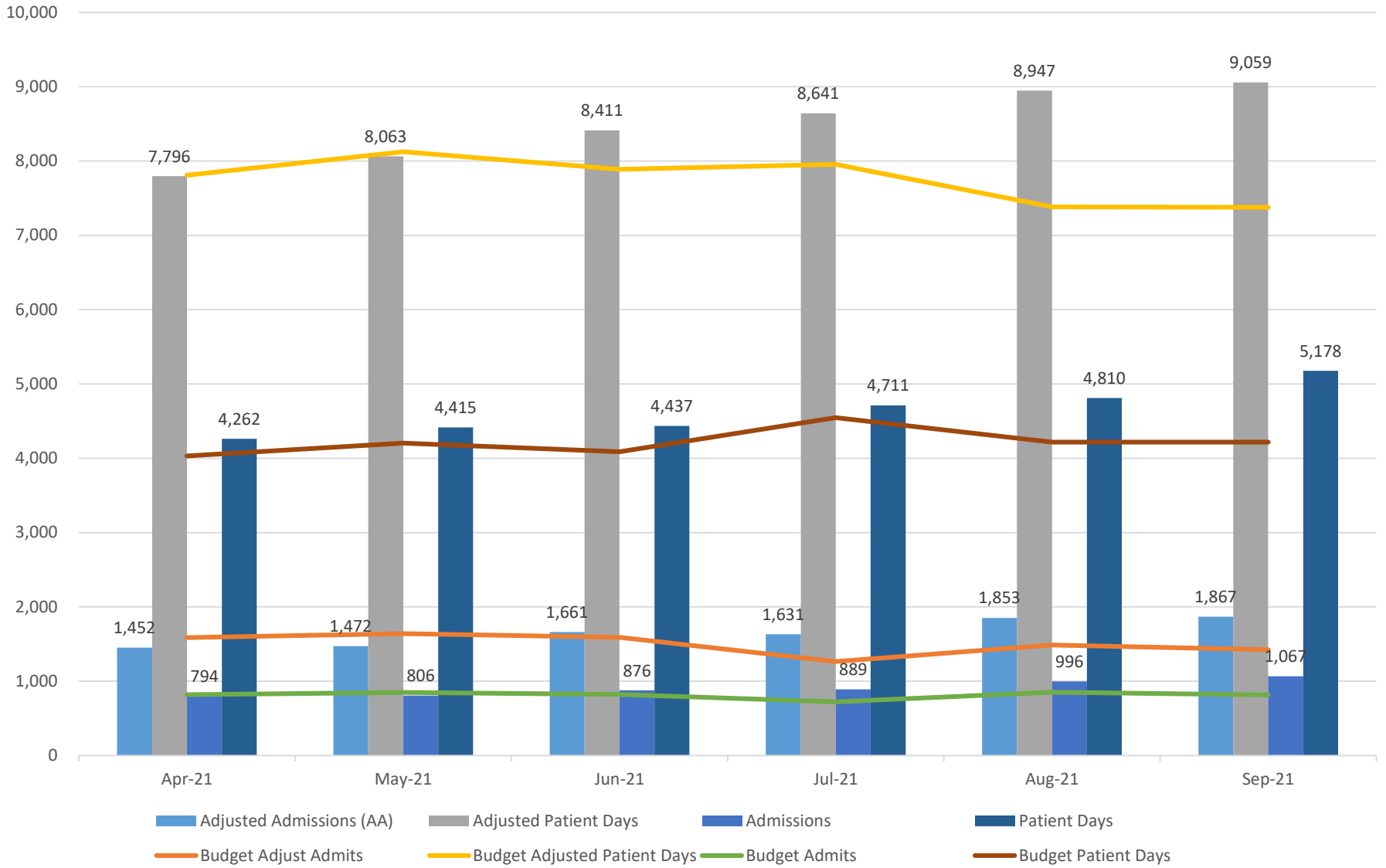


**BOARD OF GOVERNORS' REPORT
KERN MEDICAL – SEPTEMBER 2021**

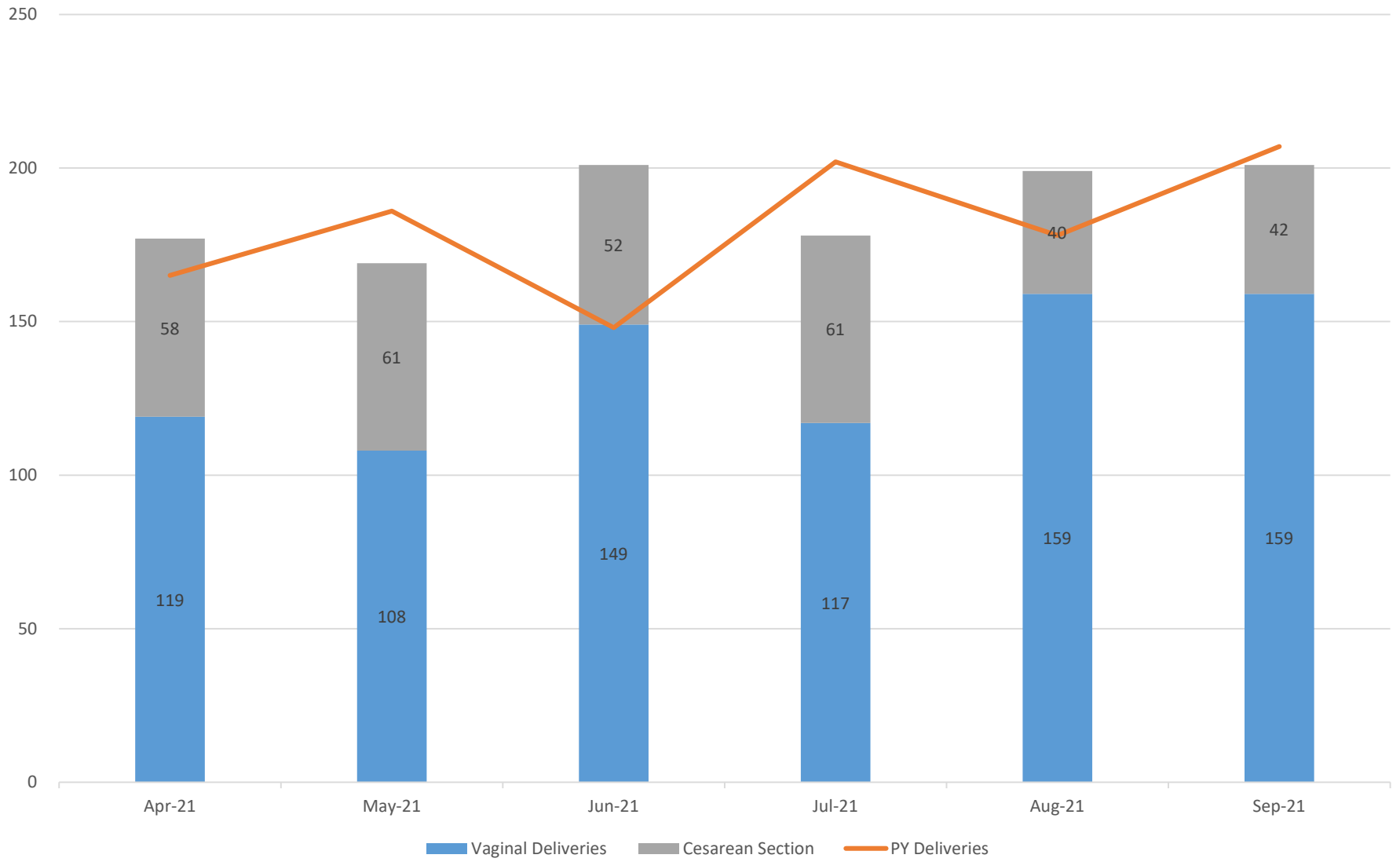
Census & ALOS



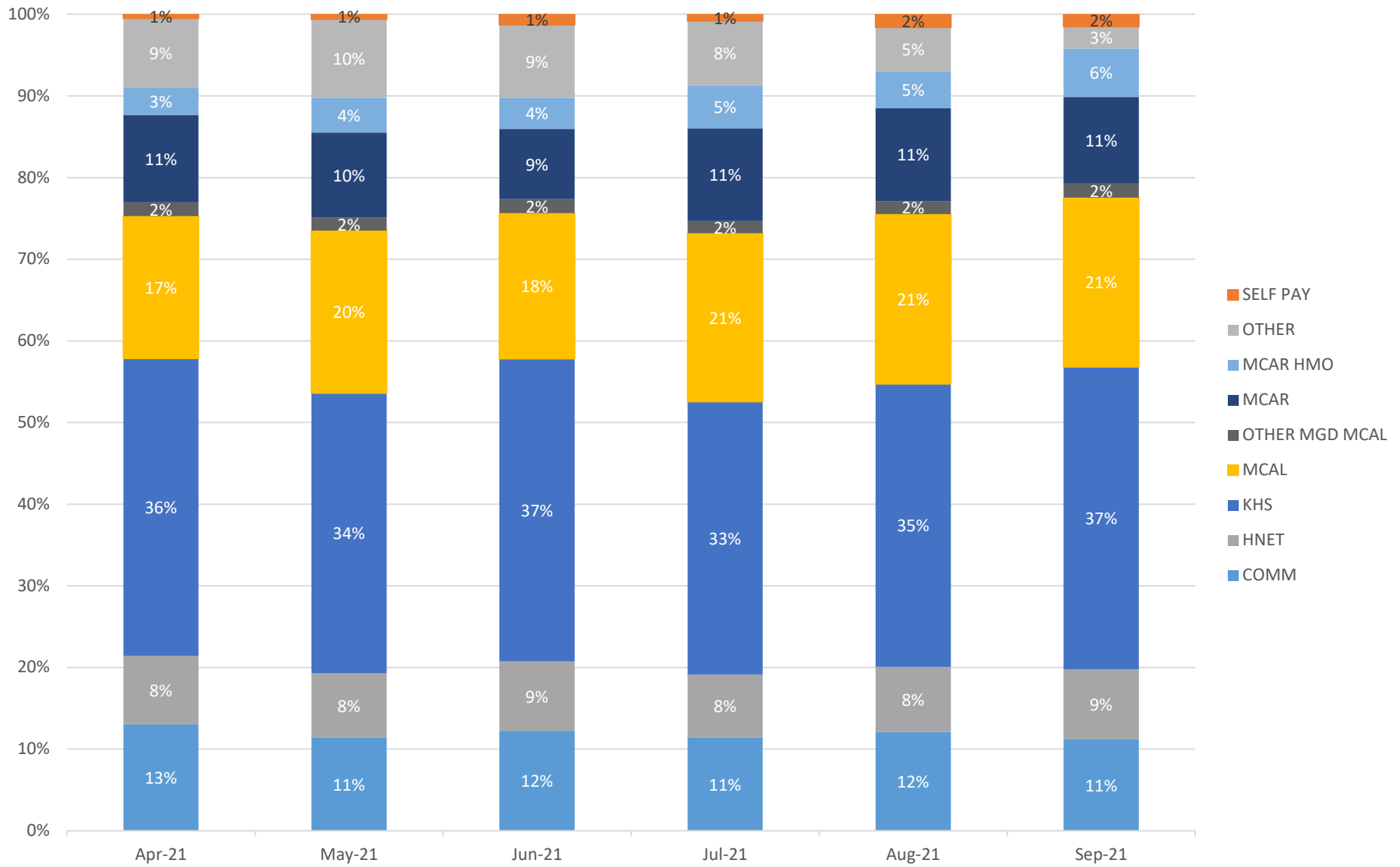
Hospital Volumes



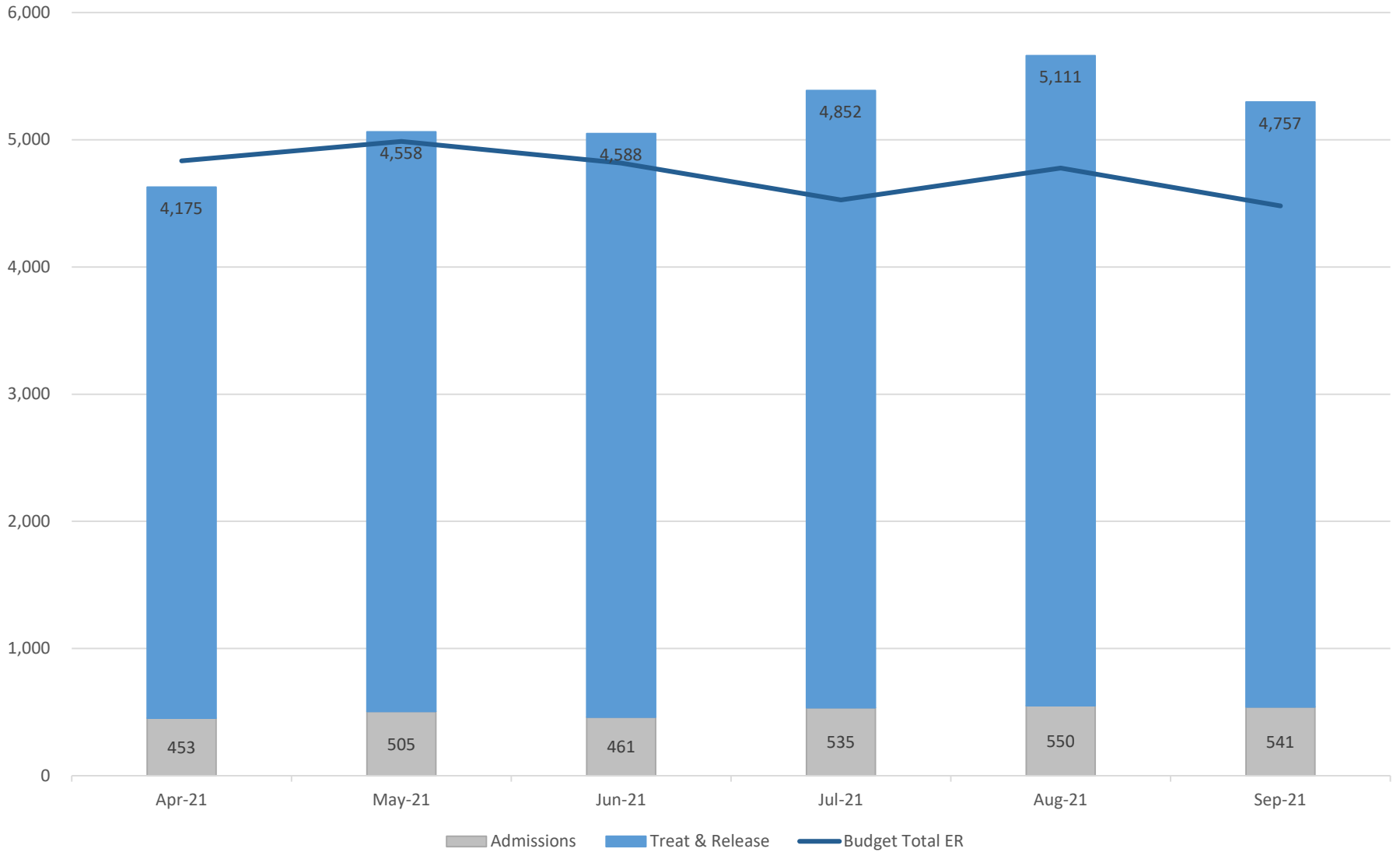
Deliveries



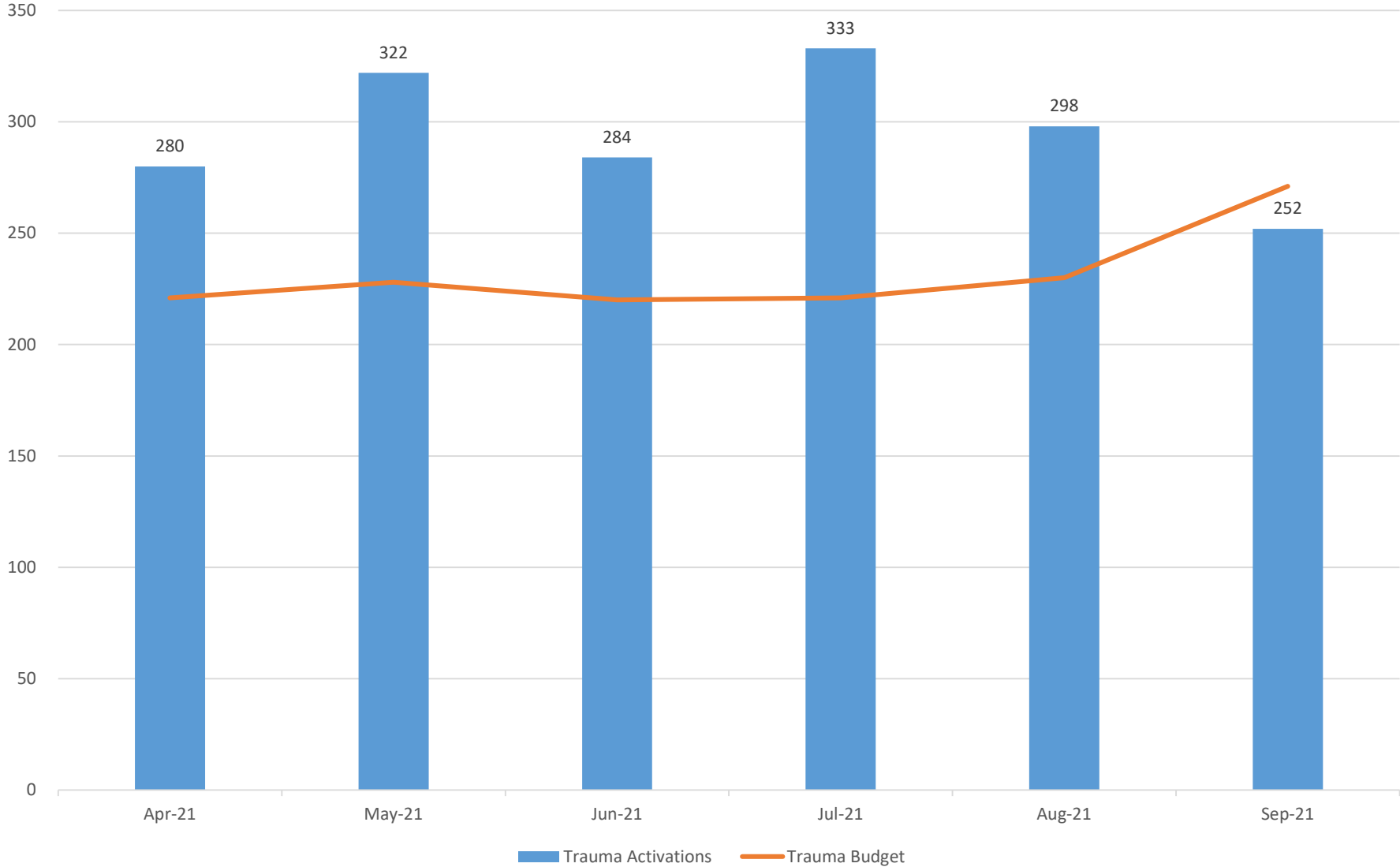
PAYER MIX



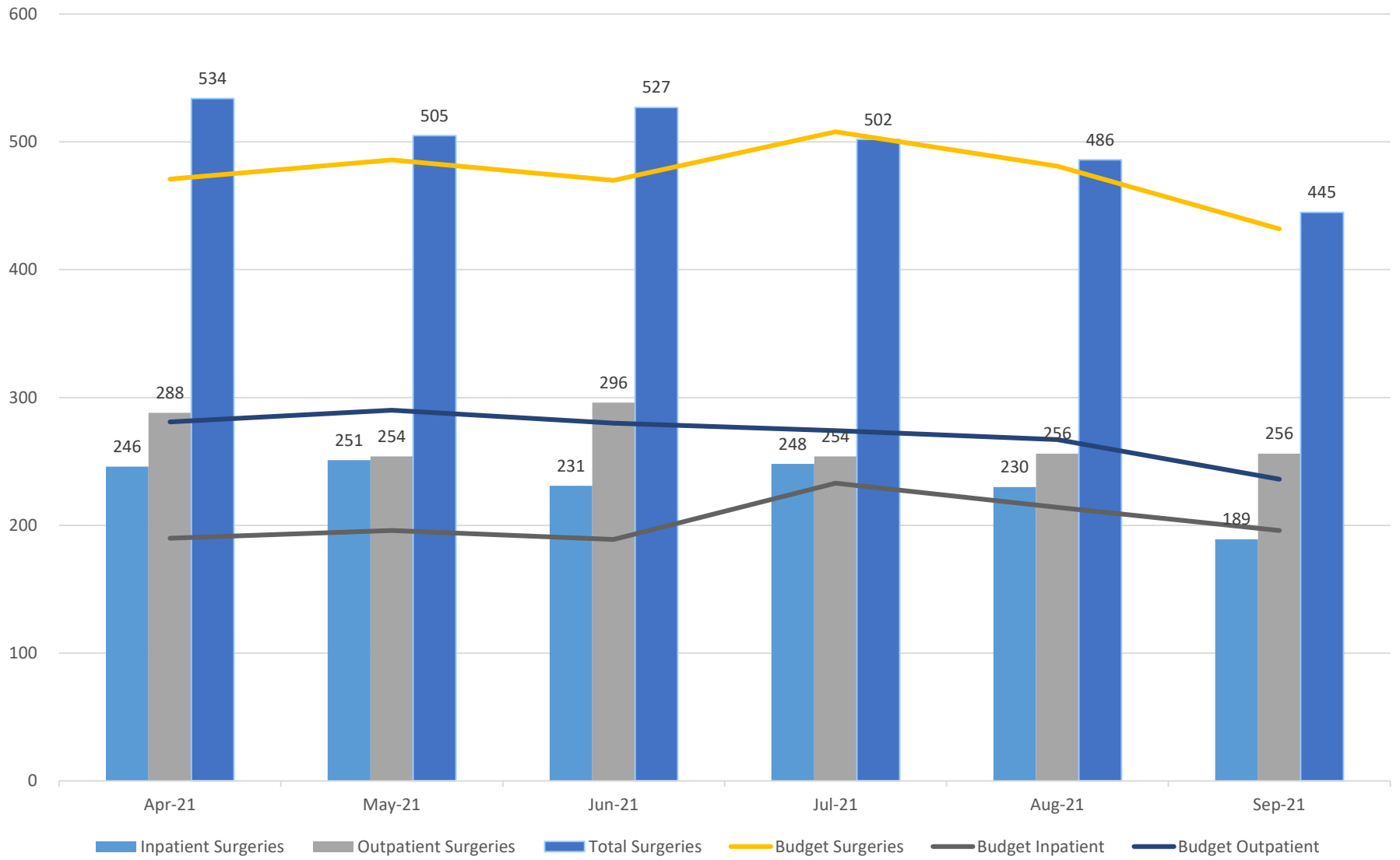
Emergency Room Volume



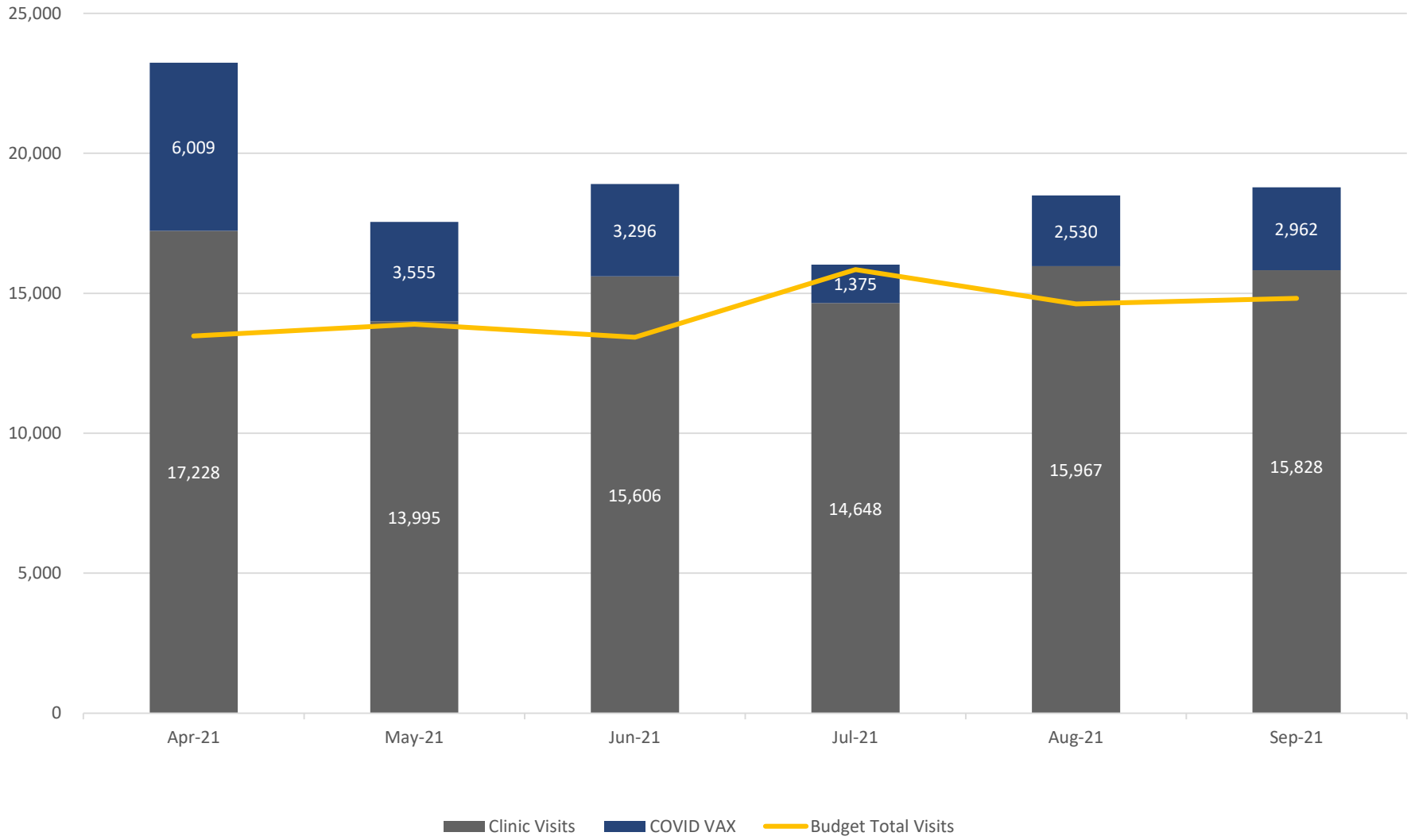
Trauma Activations



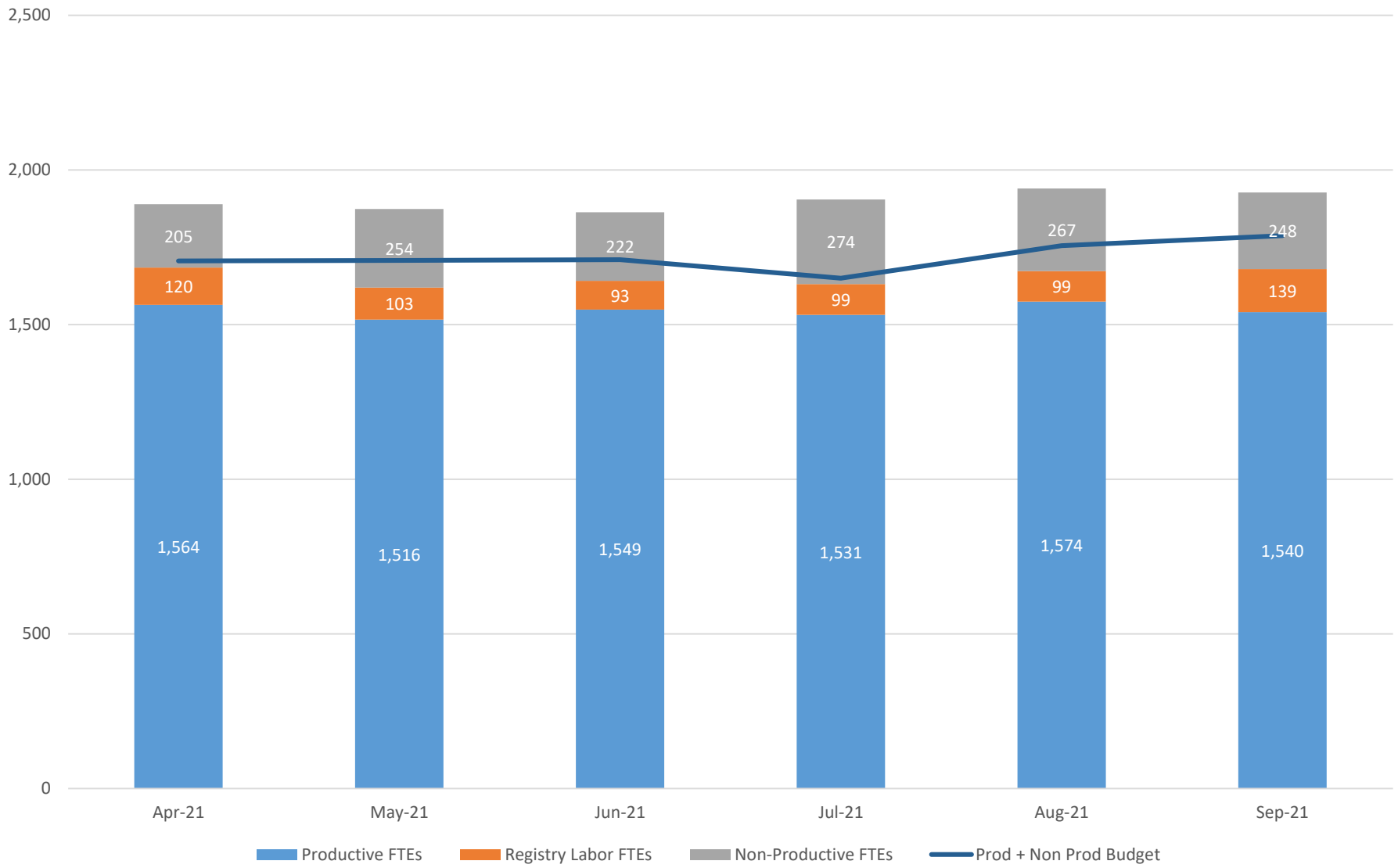
Surgical Volume



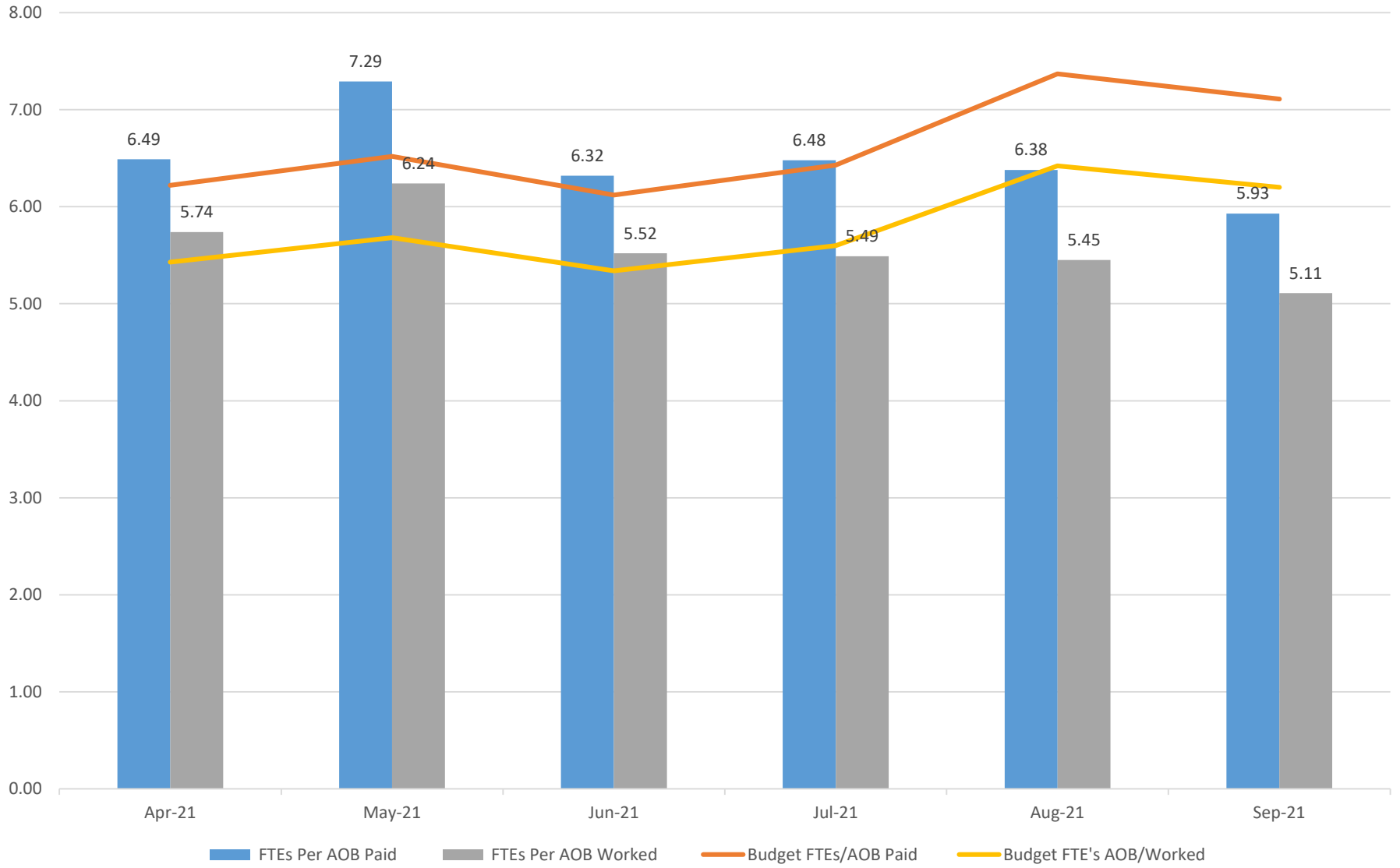
Clinic Visits



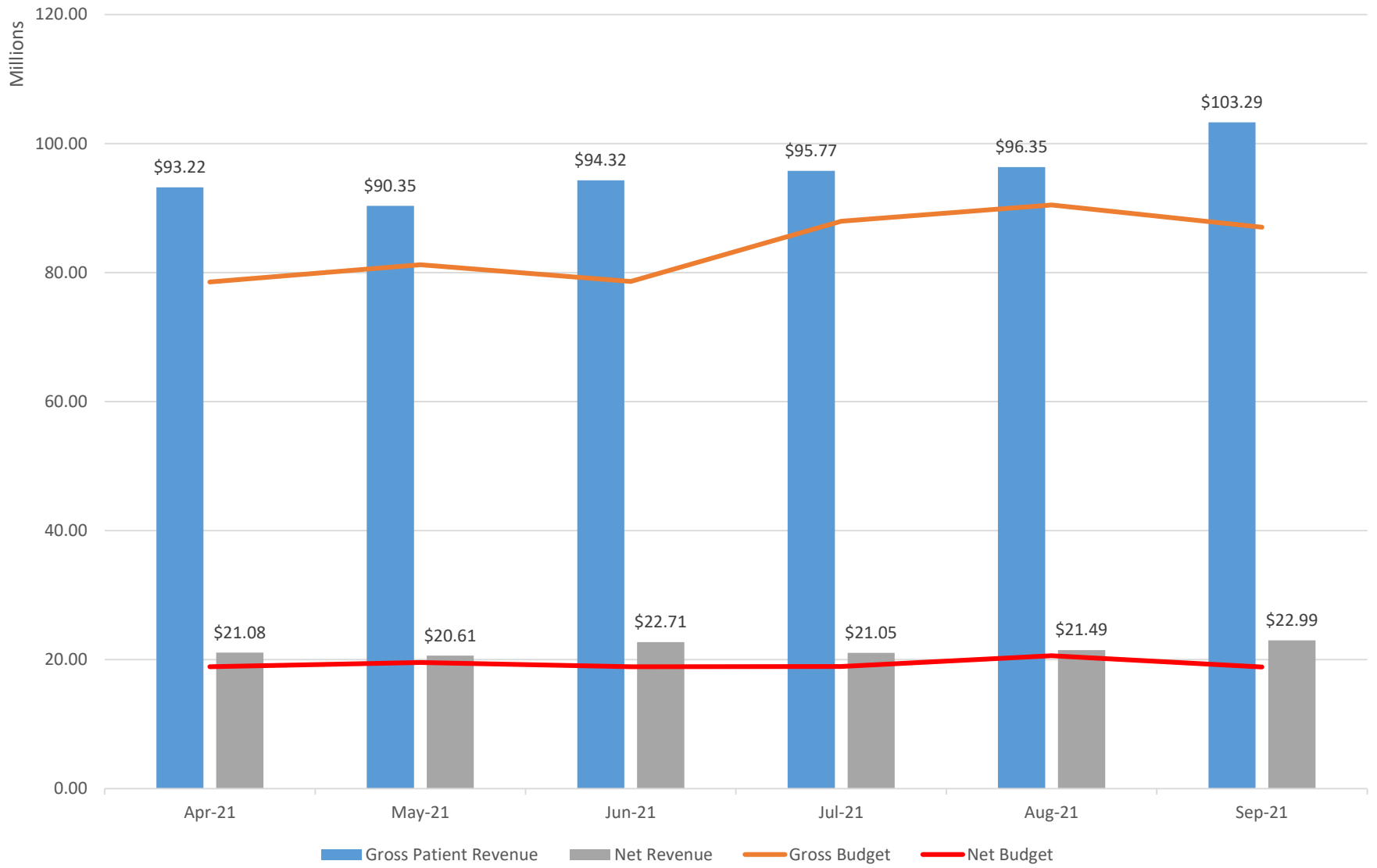
Productivity



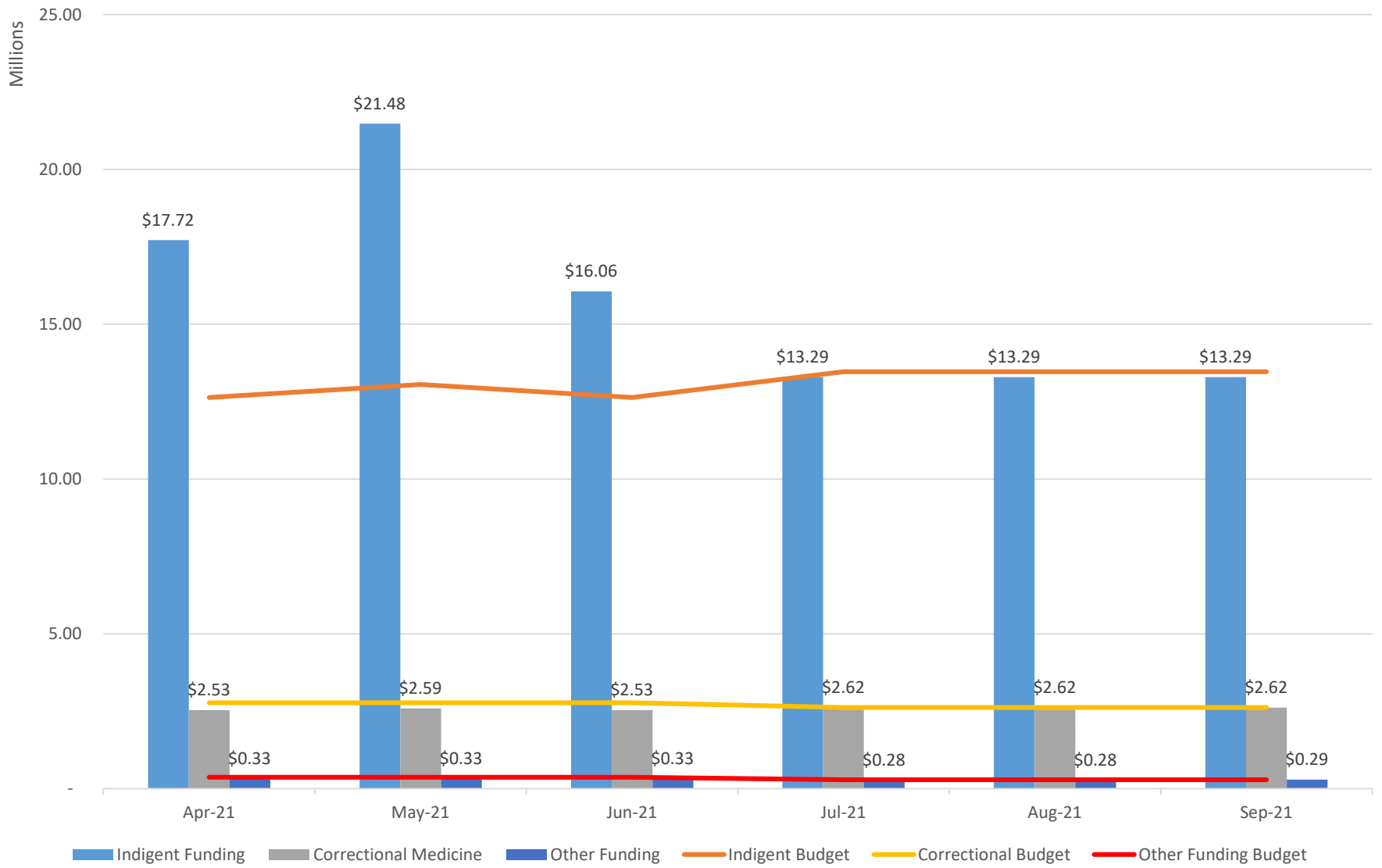
Labor Metrics



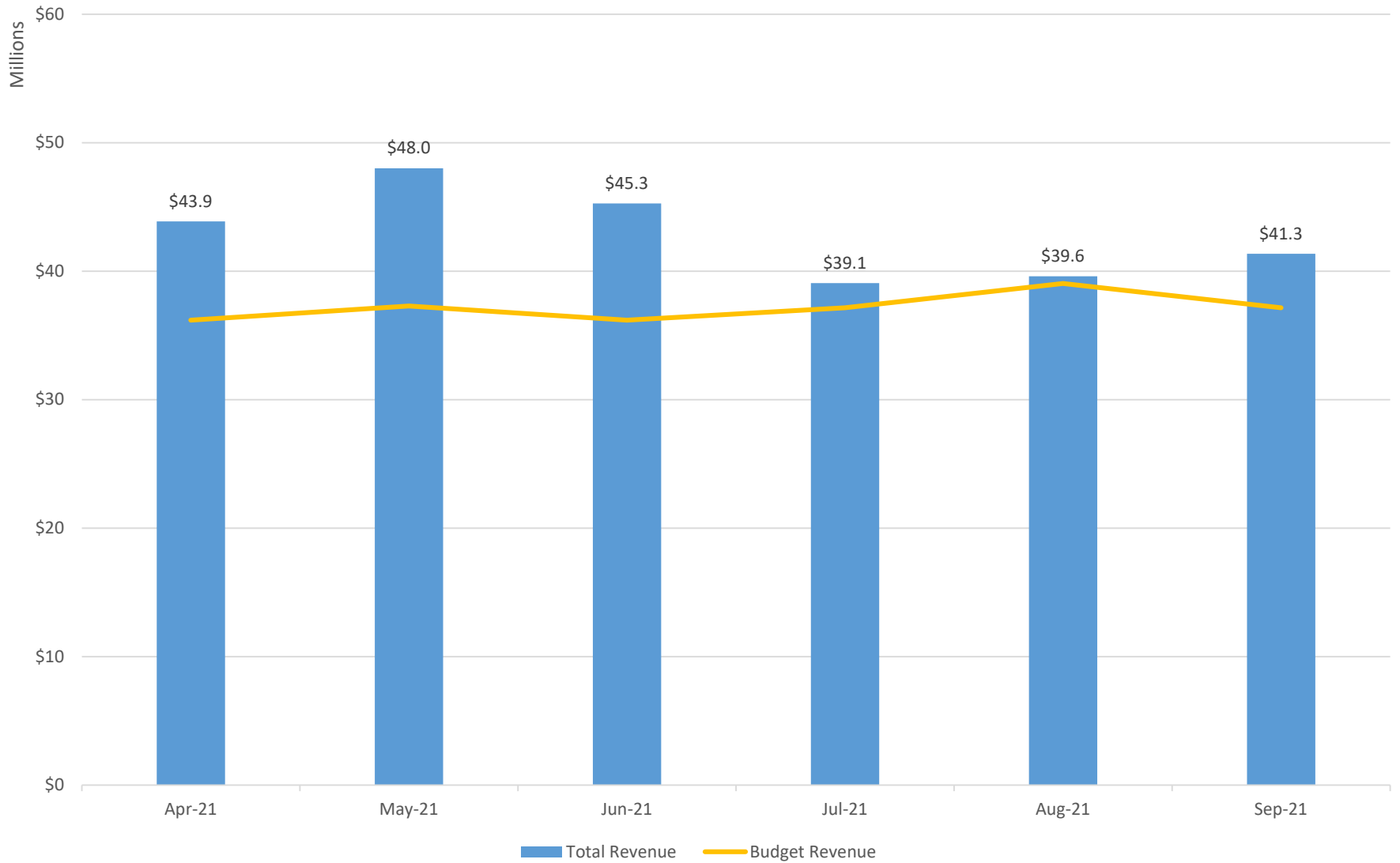
Patient Revenue



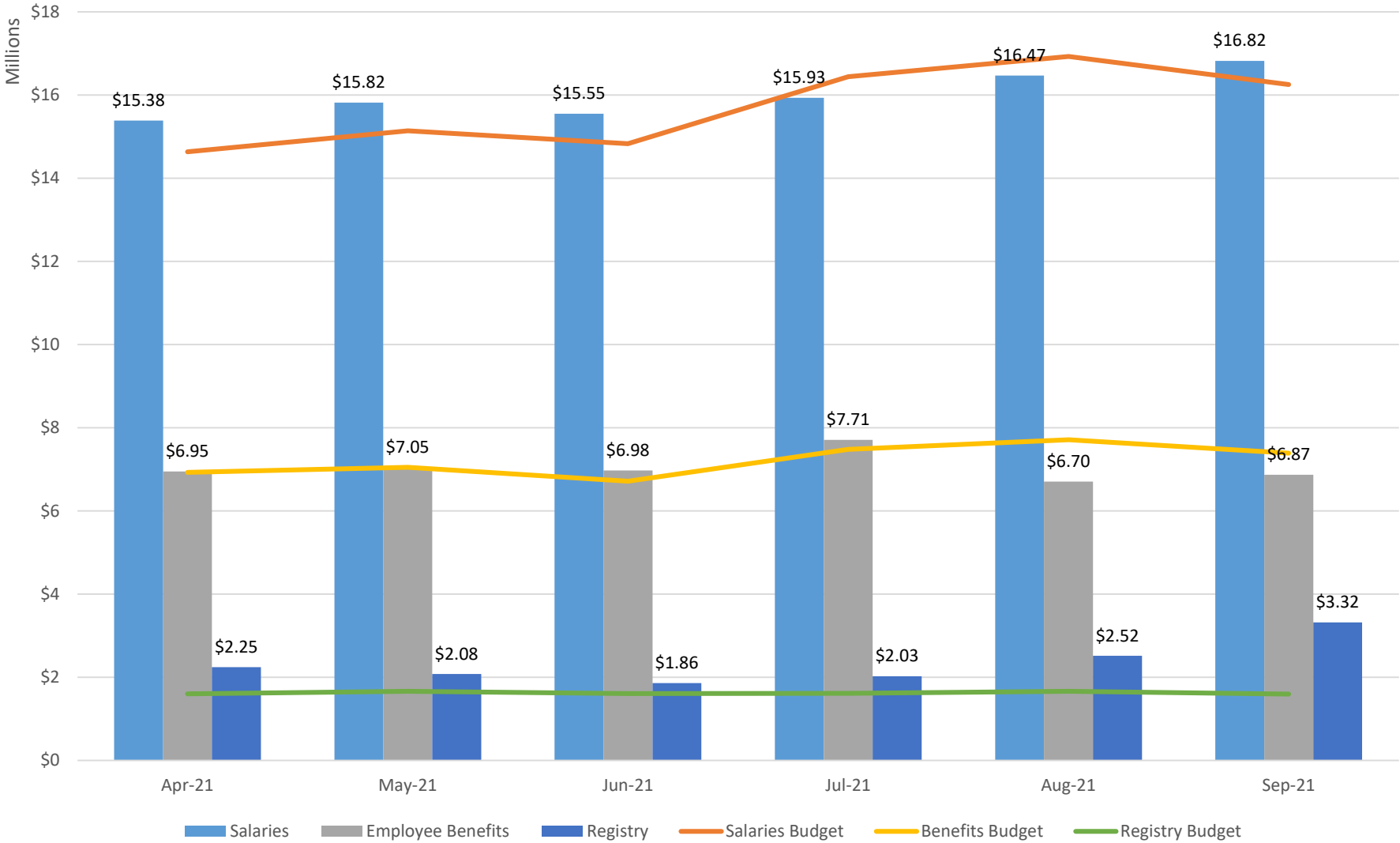
Indigent & Correctional Revenue



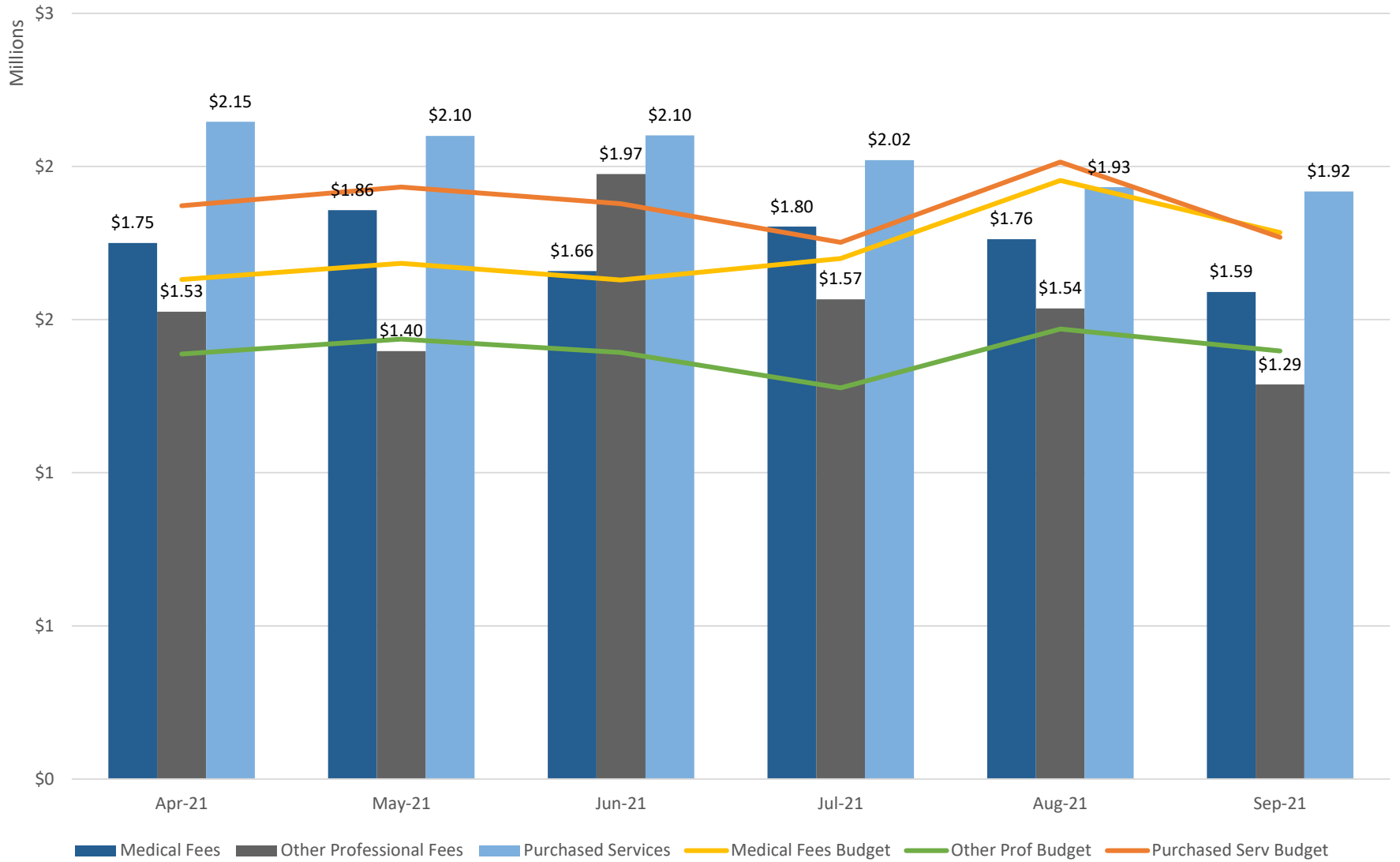
Total Revenue



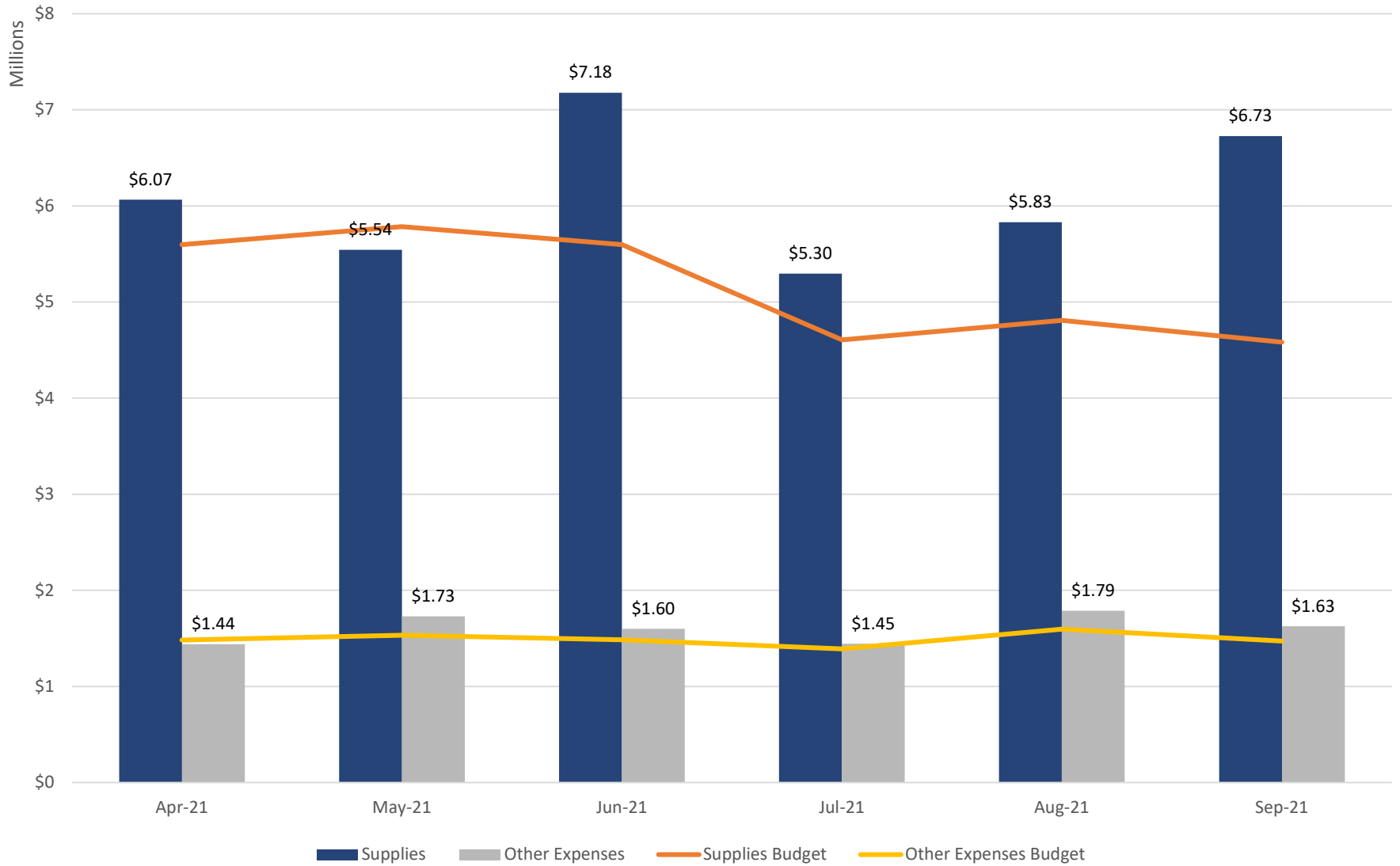
Expenses



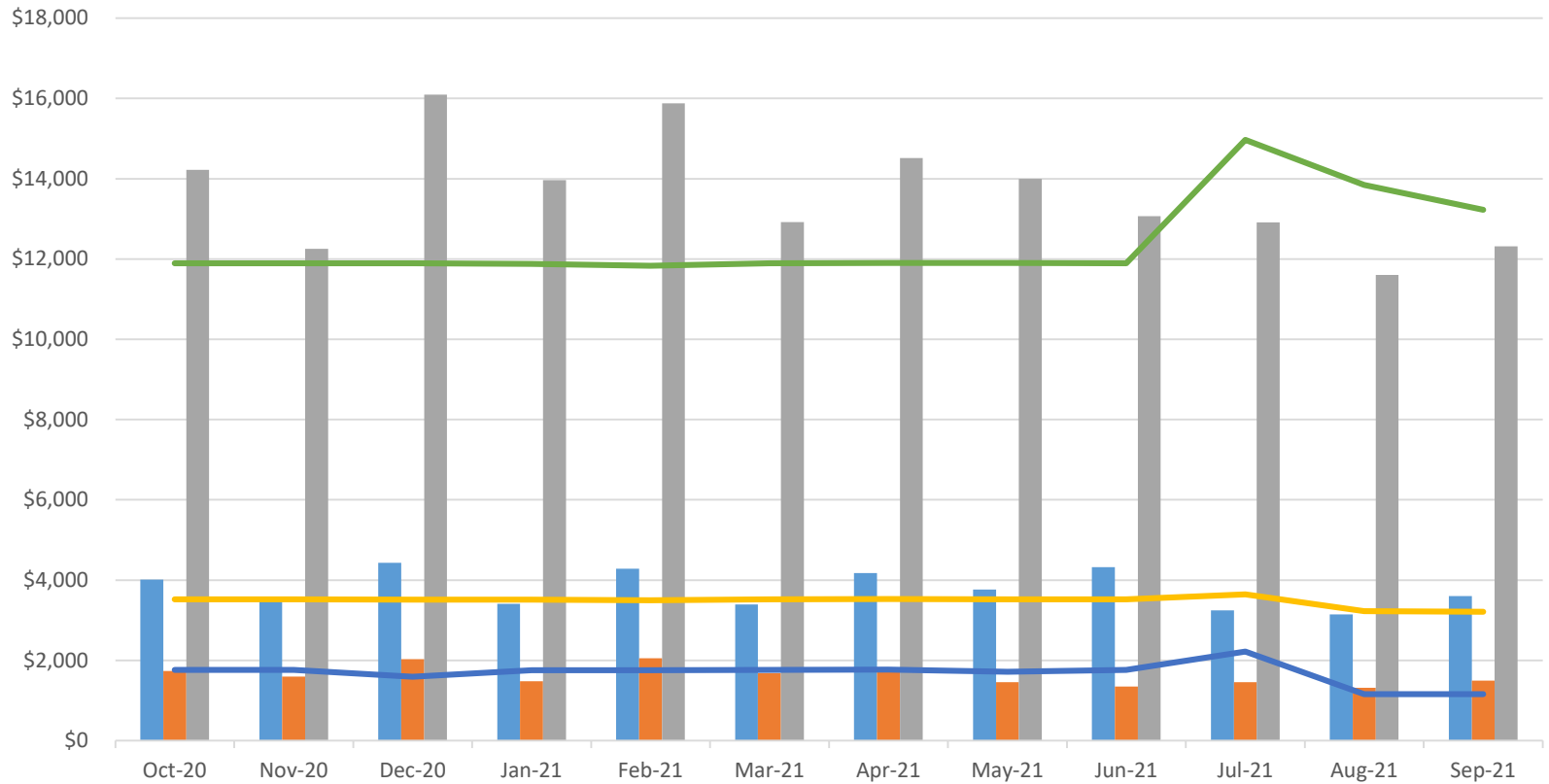
Expenses



Expenses

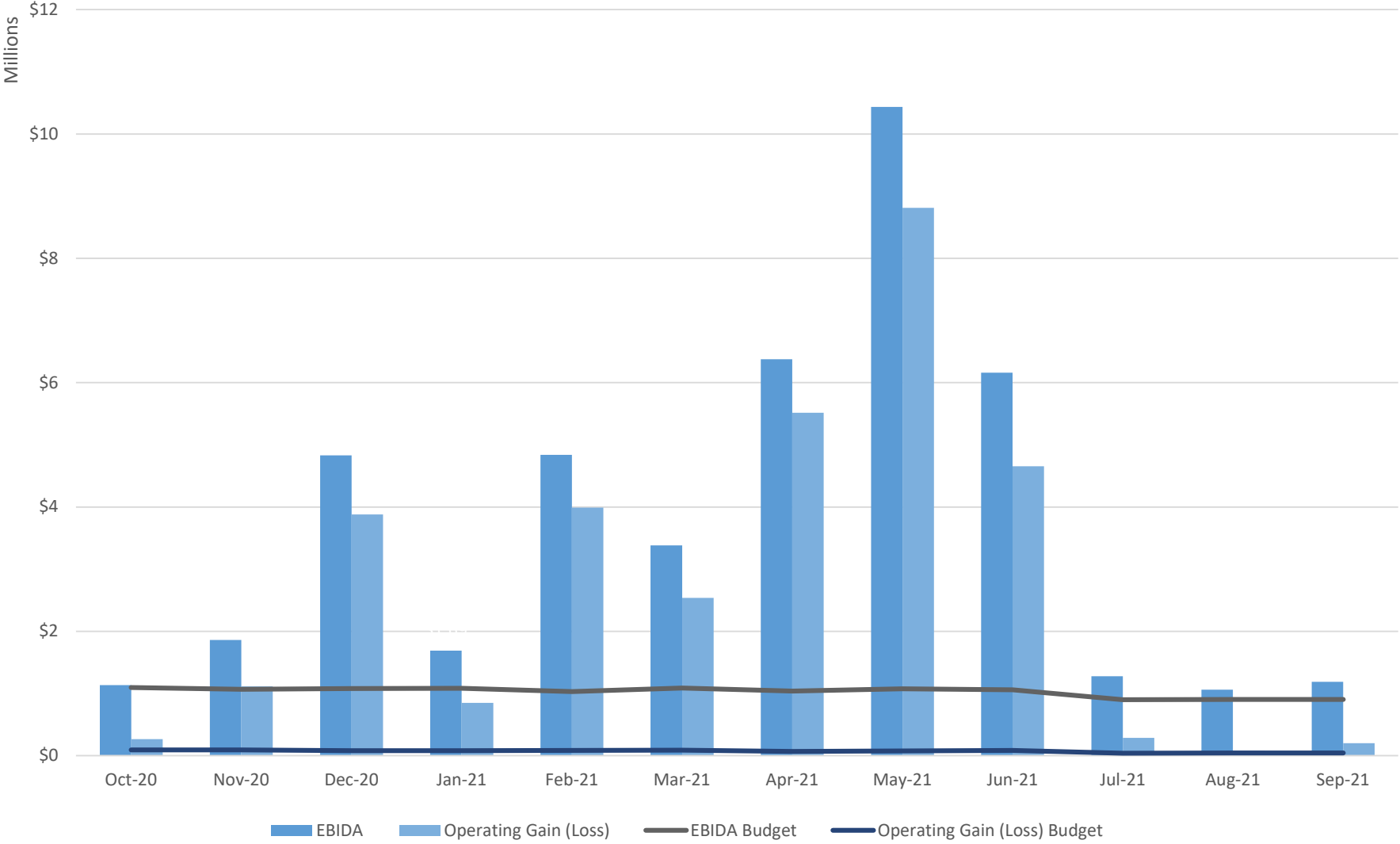


Operating Metrics

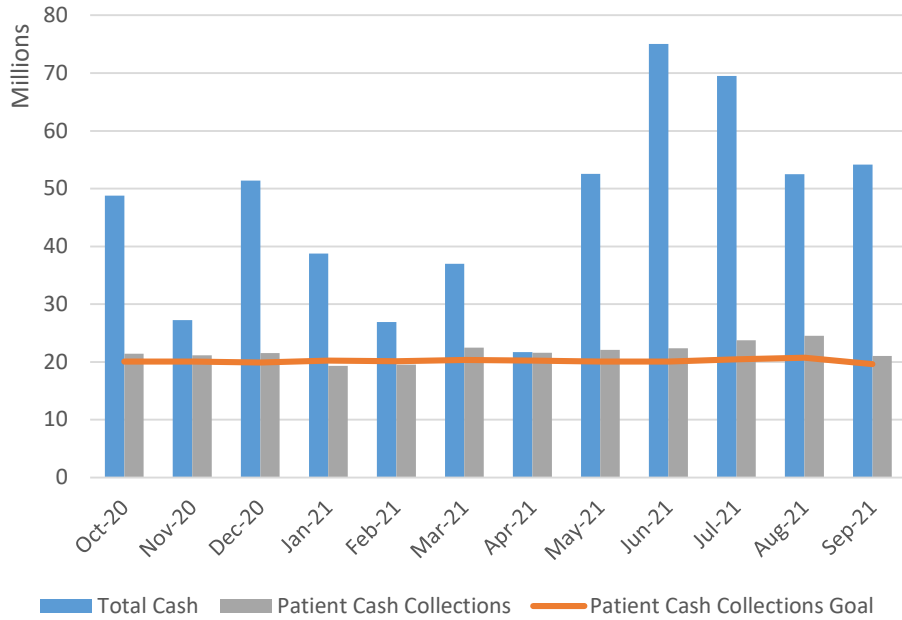


	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
Supply Expense per AA	\$4,011	\$3,574	\$4,431	\$3,408	\$4,285	\$3,396	\$4,176	\$3,765	\$4,323	\$3,247	\$3,148	\$3,603
Pharm Cost per AA	\$1,735	\$1,597	\$2,028	\$1,481	\$2,050	\$1,678	\$1,809	\$1,458	\$1,345	\$1,457	\$1,319	\$1,492
Net Revenue Per AA	\$14,225	\$12,256	\$16,093	\$13,968	\$15,879	\$12,922	\$14,513	\$13,999	\$13,071	\$12,910	\$11,600	\$12,316
Budget Supp/AA	\$3,517	\$3,519	\$3,516	\$3,511	\$3,501	\$3,518	\$3,526	\$3,522	\$3,522	\$3,641	\$3,229	\$3,214
Budget Pharm/AA	\$1,762	\$1,762	\$1,596	\$1,759	\$1,755	\$1,763	\$1,767	\$1,714	\$1,764	\$2,217	\$1,156	\$1,155
Budget Net Rev/AA	\$11,891	\$11,893	\$11,893	\$11,882	\$11,833	\$11,892	\$11,902	\$11,900	\$11,897	\$14,966	\$13,848	\$13,228

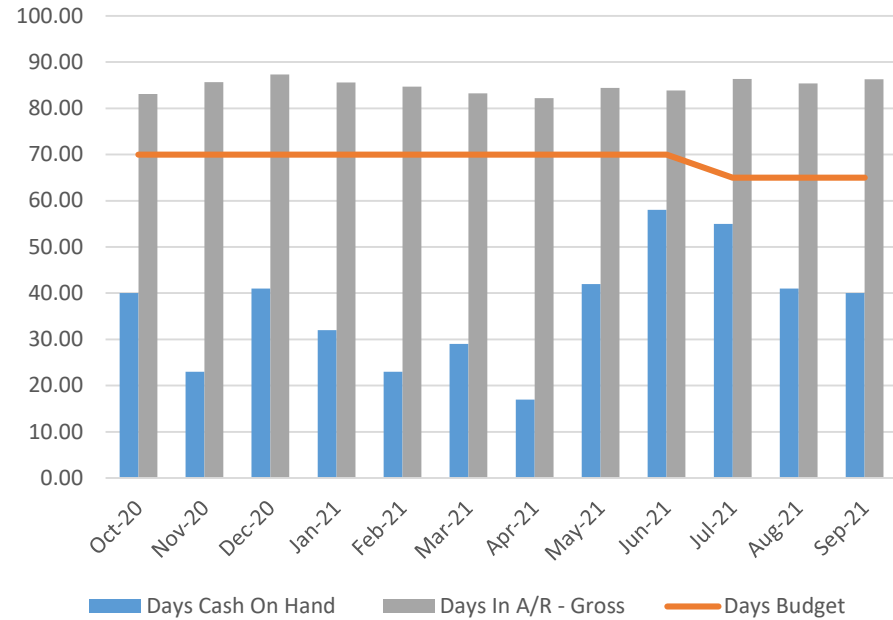
EBIDA Rolling Year



Cash Rolling Year



AR Days Rolling Year



KERN MEDICAL 3-Month Trend Analysis: Revenue & Expense

September 30, 2021

	JULY	AUGUST	SEPTEMBER	BUDGET SEPTEMBER	VARIANCE POS (NEG)	PY SEPTEMBER
Gross Patient Revenue	\$ 95,767,767	\$ 96,350,613	\$ 103,289,808	\$ 87,022,697	19%	\$ 86,273,837
Contractual Deductions	(74,716,092)	(74,860,203)	(80,299,516)	(68,163,022)	18%	(66,630,743)
Net Revenue	21,051,675	21,490,410	22,990,291	18,859,675	22%	19,643,094
Indigent Funding	13,293,612	13,293,612	13,293,612	13,468,684	(1%)	12,456,248
Correctional Medicine	2,616,667	2,616,667	2,616,667	2,616,667	0%	2,531,626
County Contribution	282,894	282,894	289,845	282,894	2%	285,211
Net Patient Revenue	37,244,847	37,683,582	39,190,415	35,227,919	11%	35,589,945
Other Operating Revenue	1,816,105	1,898,278	2,141,211	1,641,500	30%	1,218,037
Other Non-Operating Revenue	11,237	15,365	17,360	274,745	(94%)	583,564
Total Revenue	39,072,190	39,597,226	41,348,986	37,144,164	11%	37,391,546
Expenses						
Salaries	15,928,005	16,465,028	16,821,011	16,250,413	4%	15,195,559
Employee Benefits	7,708,993	6,703,683	6,870,264	7,389,512	(7%)	6,746,980
Registry	2,025,318	2,517,340	3,321,361	1,595,286	108%	1,591,911
Medical Fees	1,803,424	1,762,641	1,589,766	1,784,554	(11%)	1,636,906
Other Professional Fees	1,566,540	1,536,384	1,287,916	1,397,697	(8%)	1,444,972
Supplies	5,295,324	5,831,342	6,726,033	4,582,399	47%	5,822,142
Purchased Services	2,020,501	1,932,025	1,918,454	1,768,319	8%	2,142,540
Other Expenses	1,445,733	1,787,156	1,626,859	1,473,322	10%	1,669,227
Operating Expenses	37,793,838	38,535,599	40,161,664	36,241,503	11%	36,250,237
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,278,352	\$ 1,061,626	\$ 1,187,323	\$ 902,661	32%	\$ 1,141,309
EBIDA Margin	3%	3%	3%	2%	18%	3%
Interest	84,680	84,590	84,361	138,079	(39%)	141,993
Depreciation	682,784	676,573	677,964	466,931	45%	477,225
Amortization	224,132	224,132	224,132	254,168	(12%)	256,257
Total Expenses	38,785,434	39,520,895	41,148,121	37,100,681	11%	37,125,713
Operating Gain (Loss)	\$ 286,756	\$ 76,331	\$ 200,865	\$ 43,483	362%	\$ 265,833
Operating Margin	0.7%	0.2%	0.5%	0.12%	315%	0.71%

KERN MEDICAL
Year-to-Date: Revenue & Expense
September 30, 2021

	ACTUAL FYTD	BUDGET FYTD	VARIANCE POS (NEG)	PY FYTD	PY VARIANCE POS (NEG)
Gross Patient Revenue	\$ 295,408,187	\$ 265,512,771	11%	\$ 258,601,845	14%
Contractual Deductions	(229,875,811)	(207,106,975)	11%	(199,327,942)	15%
Net Revenue	65,532,376	58,405,796	12%	59,273,903	
Indigent Funding	39,880,836	40,406,053	(1%)	38,199,160	4%
Correctional Medicine	7,850,000	7,850,000	0%	7,594,956	3.4%
County Contribution	855,633	848,681	1%	855,672	(0.005%)
Net Patient Revenue	114,118,844	107,510,531	6%	105,923,690	8%
Other Operating Revenue	5,855,595	4,990,662	17%	3,500,862	67%
Other Non-Operating Revenue	43,962	842,551	(95%)	2,062,072	(98%)
Total Revenue	120,018,402	113,343,744	6%	111,486,625	8%
Expenses					
Salaries	49,214,044	49,610,738	(1%)	46,870,697	5%
Employee Benefits	21,282,940	22,580,559	(6%)	21,500,652	(1%)
Registry	7,864,020	4,874,808	61%	4,868,047	62%
Medical Fees	5,155,831	5,438,640	(5%)	5,278,869	(2%)
Other Professional Fees	4,390,840	4,144,048	6%	4,034,449	9%
Supplies	17,852,699	13,996,212	28%	16,372,014	9%
Purchased Services	5,870,980	5,534,873	6%	5,872,299	(0.02%)
Other Expenses	4,859,747	4,459,599	9%	5,226,911	(7%)
Operating Expenses	116,491,101	110,639,477	5%	110,023,938	6%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 3,527,301	\$ 2,704,266	30%	\$ 1,462,686	141%
EBIDA Margin	3%	2%	23%	1%	124%
Interest	253,631	414,238	(39%)	430,736	(41%)
Depreciation	2,037,321	1,400,792	45%	1,423,066	43%
Amortization	672,397	762,505	(11.8%)	768,772	(13%)
Total Expenses	119,454,449	113,217,012	6%	112,646,513	6%
Operating Gain (Loss)	\$ 563,952	\$ 126,731	345%	\$ (1,159,888)	(149%)
Operating Margin	0%	0.1%	320%	-1%	(145%)

**KERN MEDICAL
BALANCE SHEET**

	SEPTEMBER 2021	SEPTEMBER 2020
ASSETS:		
<i>Total Cash</i>	\$ 54,163,643	\$ 50,797,389
Patient Receivables Subtotal	276,935,852	233,462,617
Contractual Subtotal	(235,867,505)	(181,879,769)
<i>Net Patient Receivable</i>	41,068,347	51,582,848
Total Indigent Receivable	135,672,644	123,889,846
Total Other Receivable	14,716,316	5,986,063
Total Prepaid Expenses	5,704,298	3,829,728
Total Inventory	4,324,652	5,878,102
<i>Total Current Assets</i>	255,649,900	241,963,975
Deferred Outflows of Resources	87,863,462	85,573,671
Total Land, Equipment, Buildings and Intangibles	213,803,802	194,588,293
Total Construction in Progress	9,577,727	19,576,149
<i>Total Property, Plant & Equipment</i>	223,381,529	214,164,442
Total Accumulated Depr & Amortization	(128,092,528)	(117,873,272)
<i>Net Property, Plant, and Equipment</i>	95,289,001	96,291,170
<i>Total Long Term Assets</i>	87,863,462	85,573,671
<i>Total Assets</i>	\$ 438,802,363	\$ 423,828,816

**KERN MEDICAL
BALANCE SHEET**

SEPTEMBER 2021 SEPTEMBER 2020

LIABILITIES & EQUITY:

Total Accounts Payable	\$	17,836,598	\$	15,929,884
Total Accrued Compensation		34,676,528		35,546,267
Total Due Government Agencies		34,899,107		34,357,544
Total Other Accrued Liabilities		42,944,241		68,205,763
<i>Total Current Liabilities</i>		130,356,474		154,039,459
Unfunded Pension Liability		322,103,797		307,234,709
Other Long-Term Liabilities		80,914,207		103,115,962
<i>Total Long-Term Liabilities</i>		403,018,004		410,350,671
<i>Total Liabilities</i>		533,374,478		564,390,130
<hr/>				
Fund Balance		36,714,022		36,913,884
Retained Earnings		(131,286,137)		(177,475,198)
<i>Total Fund Balance</i>		(94,572,115)		(140,561,314)
<hr/>				
<i>Total Liabilities and Fund Balance</i>	\$	438,802,363	\$	423,828,816



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

November 21, 2021

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.

**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

Health and Safety Code Section 101855(j)(2)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on November 17, 2021, 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)) –

**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 November 17, 2021, 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: In the Matter of the
Accusation Against County of Kern, California, DBA Kern Medical Center Campus
Pharmacy, et al., Respondents, Case No. 7026 –

**KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on November 17, 2021, to consider:

- X CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6)

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BOARD OF GOVERNORS
PUBLIC STATEMENT REGARDING CLOSED SESSION**

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- X CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes and designated staff – Unrepresented Employee: Chief Executive Officer (Government Code Section 54957.6)