



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, November 18, 2020

11:30 A.M.

BOARD TO RECONVENE

Board Members: Alsop, Berjis, Bigler, Brar, 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))

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for Kern County Hospital Authority Board of Governors regular meeting on October 21, 2020 –
APPROVE

CA

- 4) Proposed Amendment No. 2 to Agreement 27716 with Hill-Rom Company, Inc., an independent contractor, for construction services related to the nurse call system project for the period November 17, 2016 until terminated, increasing the maximum payable by \$207,192, from \$438,915 to \$646,107, to cover the cost of additional services, effective November 18, 2020 –
MAKE FINDING PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(b)(3) OF STATE CEQA GUIDELINES; APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN FUTURE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRACT AMOUNT

CA

- 5) Proposed Administration Agreement with ReliaStar Life Insurance Company, an independent contractor, for employer-sponsored life and accidental death and dismemberment insurance for eligible employees of Kern Medical Center, effective January 1, 2021 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 6) Proposed Grant Agreement with California Health Facilities Financing Authority, an independent contractor, for receipt of grant funds for renovation projects and purchase of equipment to update pediatric services, in an amount not to exceed \$9,190,074 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN AGREEMENT; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN DOCUMENTS RELATED TO THE DISTRIBUTION OF GRANT FUNDS

CA

- 7) Proposed Quote Q-177970 with Lansweeper NV, an independent contractor, containing non-standard terms and conditions, for the purchase of product licenses and support for information technology asset management from November 18, 2020 through November 17, 2021, in an amount not to exceed \$5,293 –
APPROVE

CA

- 8) Proposed retroactive acceptance of donation from CNA for registration fees for two Kern Medical Center employees to attend the Health Care Compliance Association “2020 Healthcare Enforcement Compliance Conference” from November 16 through November 18, 2020 –
APPROVE; ADOPT RESOLUTION

- 9) Proposed increase in the total maximum payable of Agreement 2016-036 with Cerner Corporation, an independent contractor, by \$12,601,749, from \$58,249,975 to \$70,851,724, to cover the term –
APPROVE

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

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

CA

- 12) Claims and Lawsuits Filed as of October 31, 2020 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 13) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –

- 14) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) –

- 15) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Weatherby Locums, Inc., a Florida corporation v. Kern County Hospital Authority, United States District Court, Eastern District of California Case No. 1:20-cv-00949-NONE-JLT –

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

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, DECEMBER 9 , 2020, 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.

12) CLAIMS AND LAWSUITS FILED AS OF OCTOBER 31, 2020 –
RECEIVE AND FILE

- A) Claim in the matter of James Stevenson
- B) Claim in the matter of Sally William
- C) Claim in the matter of Nyoka Compagno
- D) Claim in the matter of Alize Bagsby
- E) Petition for Relief to Present Late Claim in the matter of Jihad Akil Hashim



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, October 21, 2020

11:30 A.M.

BOARD TO RECONVENED

Board Members: Alsop, Berjis, Bigler, Brar, McLaughlin, Pelz
Roll Call: 5 Present: 1 Absent - Brar

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))
NO ONE HEARD

RECOGNITION

- 3) Virtual tour of Kern Medical Center –
MADE PRESENTATION

ITEMS FOR CONSIDERATION

CA

- 4) Minutes for Kern County Hospital Authority Board of Governors regular meeting on September 16, 2020 –
APPROVED
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 5) Proposed Resolution establishing regular meeting dates of the Kern County Hospital Authority Board of Governors for calendar year 2021 –
APPROVED; ADOPTED RESOLUTION 2020-009
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 6) Proposed retroactive Amendment No. 10 to Agreement 1324502 with Vantage Technology Consulting Group, an independent contractor, for construction management services related to the 4C Nurse Call System Upgrade Project, increasing the maximum payable by \$41,943, from \$444,408 to \$486,351, to cover the additional services, effective October 2, 2020 –
MADE FINDING PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(b)(3) OF STATE CEQA GUIDELINES; APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 047-2020; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN FUTURE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRACT AMOUNT
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 7) Proposed retroactive GHX Credentialing, Contracting, and Compliance Form with Global Healthcare Exchange, LLC, an independent contractor, containing non-standard terms and condition, for purchase of a subscription to the Vendormate Credentialing software to provide verification of vendor credentials, for a term of three years at no cost, effective July 1, 2019 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 048-2020
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 8) Proposed Amended and Restated Engagement Letter 024-2020 with Moss Adams, LLP, an independent contractor, for financial auditing services for fiscal year ending June 30, 2020, incorporating the United States Department of Health and Human Services requirement of a Single Audit for recipients of the Provider Relief Fund associated with the fiscal year of receipt, in an additional amount not to exceed \$25,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 049-2020
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 9) Proposed Agreement with Naheedy and Zarandy Medical Group, Inc., an independent contractor, for professional medical services in the Department of Radiology from November 1, 2020 through October 31, 2022, in an amount not to exceed \$800,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 050-2020
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 10) Proposed Agreement with Tri M. Ngo, M.D., a contract employee, for professional medical services in the Department of Radiology from November 21, 2020 through November 20, 2023, in an amount not to exceed \$1,900,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 051-2020
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

CA

- 11) Proposed Amendment No. 3 to Agreement 078-2018 with Ray A Morgan Company, an independent contractor, for lease and maintenance of printers and facsimile machines for the period October 21, 2020 through November 30, 2023, for the exchange of equipment at no additional cost –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 052-2020
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

NOTE: DIRECTOR BRAR JOINED THE MEETING AFTER THE VOTE ON THE CONSENT AGENDA AND BEFORE THE VOTE ON AGENDA ITEM 12

- 12) Kern County Hospital Authority financial report –
RECEIVED AND FILED
Pelz-Brar: 6 Ayes

- 13) Kern County Hospital Authority Chief Executive Officer report –
RECEIVED AND FILED
McLaughlin-Berjis: 6 Ayes

CA

- 14) Claims and Lawsuits Filed as of September 30, 2020 –
RECEIVED AND FILED
Pelz-McLaughlin: 5 Ayes; 1 Absent - Brar

ADJOURNED TO CLOSED SESSION
Alsop-McLaughlin

CLOSED SESSION

- 15) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 16) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 17) 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
- 18) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Isaac Salas, a minor, by and through his Guardian ad Litem v. Kern County Hospital Authority dba Kern Medical, et al., Kern County Superior Court Case No. BCV-20-100675 TSC – SEE RESULTS BELOW
- 19) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Farzin Tayefeh, M.D., et al. v. County of Kern, et al., Kern County Superior Court, Case No. BCV-15-100647 TSC – SEE RESULTS BELOW
- 20) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION

Berjis-Pelz

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 15 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 BERJIS, SECOND BY DIRECTOR BRAR), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, REVIEW/RELEASE OF PROCTORING, AND VOLUNTARY RESIGNATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

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

Item No. 17 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. 18 concerning CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Isaac Salas, a minor, by and through his Guardian ad Litem v. Kern County Hospital Authority dba Kern Medical, et al., Kern County Superior Court Case No. BCV-20-100675 TSC – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 19 concerning CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Farzin Tayefeh, M.D., et al. v. County of Kern, et al., Kern County Superior Court, Case No. BCV-15-100647 TSC – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 20 concerning Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, NOVEMBER 18, 2020, AT 11:30 A.M.

Brar

/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 18, 2020

Subject: Proposed Amendment No. 2 to Clinical Workflow Solutions Purchase and License Master Agreement #27716 with Hill-Rom Company, Inc.

Recommended Action: Make finding the project is exempt from further CEQA review per sections 15301, 15302 and 15061(b)(3) of state CEQA guidelines; Approve; Authorize Chairman to sign; and Authorize Chief Executive Officer to sign future change orders in an amount not to exceed 10% of the total contract amount

Summary:

Kern Medical requests your Board approve the proposed Amendment No. 2 to the Clinical Workflow Solutions Purchase and License Master Agreement (“Agreement”) with Hill-Rom Company, Inc. (“Hill-Rom”) to provide and install the nurse call system for the Pediatrics 4th Floor, C Wing relocation project. As part of this project, the new nurse call system will also be installed in the existing 4th Floor, C Wing South, post-partum area. The Amendment will compensate Hill-Rom for nurse call devices and construction installation.

This project will include a new nurse call system for the new playroom, nurse station, patient isolation room, new patient rooms and private restrooms, the tub room, treatment room, clean/dirty rooms, and new storeroom. The source of funds for this project is the Pediatric Grant from the California Health Facilities Financing Authority.

On November 17, 2016, the Agreement with Hill-Rom was executed to provide nurse call devices and services for the 2nd Floor C Wing project. On February 15, 2017, Amendment No. 1 was executed for the nurse call system for the 3rd Floor, D Wing; however, no work has been initiated or funds spent relating to Amendment No. 1 as we continue to use the nurse call system currently in place.

Payment for Services	Previous Agreements	Proposed Agreement
Nurse Call 2nd Floor, C Wing (original agreement)	\$173,916	
Nurse Call 3rd Floor, D Wing (Amendment No. 1; no work initiated or funds spent)	\$265,000	
Nurse Call 4th Floor, C Wing (Amendment No. 2)		\$207,192

Therefore, it is recommended, that your Board make a finding that the project is exempt from further CEQA review per sections 15301, 15302 and 15061(b)(3) of state CEQA guidelines; approve Amendment No. 2, effective November 18, 2020; authorize the Chairman to sign the Amendment; and authorize the Chief Executive Officer to sign future change orders in an amount not to exceed 10% of the total Agreement amount.

**AMENDMENT NO. 2 TO THE
CLINICAL WORKFLOW SOLUTIONS PURCHASE AND LICENSE
MASTER AGREEMENT
(Kern County Hospital Authority – Hill-Rom Company, Inc.)**

This Amendment No. 2 to the Clinical Workflow Solutions Purchase and License Master Agreement (“Amendment No. 2”) is entered into this 18th day of November 2020, by and between Hill-Rom Company, Inc., an Indiana Corporation, with offices at 1225 Crescent Green, Suite 300, Cary, North Carolina 27518 (“Hill-Rom”), and the Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center (“Customer”).

RECITALS

A. Hill-Rom and Customer have heretofore entered into a Clinical Workflow Solutions Purchase and License Master Agreement (Customer Agt. #27716PA, dated November 17, 2016), to provide Clinical Workflow Solutions Products and Services to Customer for the Nurse Call System located on the Second Floor of C Wing, and Amendment No. 1 (Customer Agt. #HA 2017-021, dated February 15, 2017) to complete the phased installation of the New Nurse Call System located on the Third Floor of the D Wing; and

B. Customer requires additional services to complete the phased installation of the New Nurse Call System located on the Fourth Floor of C Wing; and

C. Hill-Rom has agreed to provide such products and services as necessary to complete this project; and

D. The services and products needed to complete the project are outlined in Appendix #3 and the maximum cost for this project will not exceed \$207,191.39, which is in addition to the cost of the Third Floor D Wing Nurse Call System which had a maximum not to exceed of \$265,000.00, and is in addition to the cost of the Second Floor C wing Nurse Call System, which had a maximum not to exceed of \$173,915.25; and

F. The Parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and

G. The Agreement is amended effective November 18, 2020;

[Intentionally Left Blank]

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 to amend the Agreement as follow:

1. Appendix #3

Appendix #3, Proposal Number LRDSQ1700-04, to Amendment No. 2 is added to the Agreement and incorporated herein by this reference.

2. Except as otherwise defined herein, all capitalized terms used in this Amendment No. 2 have the meaning set forth in the Agreement.

3. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the state of California.

4. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

5. Except as provided herein, all other terms, conditions, and covenants of the Agreement and any and all amendments thereto shall remain in full force and effect.

IN WITNESS TO THE FOREGOING, the Parties have executed this Amendment No. 2 as of the day and year first written above.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Russell Bigler
Chairman, Board of Governors

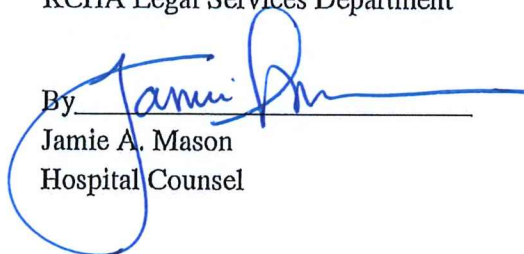
APPROVED AS TO CONTENT:
KERN MEDICAL CENTER

By _____
Scott Thygerson
President, Hospital and Clinic Operations

HILL-ROM COMPANY, INC.

DocuSigned by:
Sheya Hussein
By _____
Printed Name: Sheya Hussein
Title/Position: VP Sales
Signing Reason: I approve this document
Signing Time: 11/5/2020 | 11:10:05 AM PST
3917D7587F9147118C2959B62FF9B2BD

APPROVED AS TO FORM:
KCHA Legal Services Department

By 
Jamie A. Mason
Hospital Counsel

NaviCare® Nurse Call



Prepared for:

**Kern Medical Center
1700 Mt. Vernon Ave
Bakersfield, CA 93306
US**

Hillrom provides safe effective products and services of the highest possible quality on a timely basis that meet or exceed the requirements and expectations of its customers and patients, and that are in compliance with applicable international, federal, state, and local regulations. Our unique market position allows for integration of our products, providing enhanced customer value. Since the inception of Hillrom, our sole focus has been on the healthcare industry. All of our 6,700+ nationwide Hillrom associates make vital contributions to patients and caregivers worldwide by developing and delivering innovative solutions that improve the quality and dignity of patient care through a customized combination of people, products, and services.

Our portfolio includes:

- Care Communications (nurse call, device connectivity)
- Patient Support Systems (frames, surfaces, stretchers)
- Architectural Products (surgical columns, lighting)
- Healthcare Furniture (recliners, sleepers, seating, cabinets and overbed tables)
- Patient Handling Solutions (lifts, accessories)
- Medical Equipment Rentals
- Clinical Programs and Services

To explore our complete portfolio, please visit our website: www.hillrom.com

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Michael S. Cochran
Care Communications Executive
Care Communications
Phone: 973-809-4061
Fax: 973-898-9499
michael.cochran@hillrom.com
www.hillrom.com

Account Number	604551
Proposal Number	LRDSQ1700-04
Proposal Date	10/30/2020
Proposal Type	Firm Proposal
Expiration Date	12/29/2020

Project Information - Unit 4C Peds NaviCare (Per Hill-Rom Suggested Design)

NaviCare Nurse Call - Requires Server Upgrade and/or SMA Renewal

RCB3s included in this proposal require NNC Software (SW) 3.9.x.

An active SMA is required for NNC software upgrades. SMA proposal XXXX must be purchased to reactivate SMA.

Software version 3.9.100 and up requires the NNC server to be joined to the customer's domain.






Windows Server (2012 R2, 2016) and SQL Server (2014, 2016) Standard are required for NNC software version 3.9.x . See IT Sales Executive for current server hardware requirements. This proposal does not include Physical Servers, Windows Operating Server or SQL Server software.








Existing Database and Enterprise servers require memory upgrades to support 3.9 software.


Proposal Summary

Base Proposal	Proposal Number	Price
4th Floor Nursing Unit 1	LRDSQ1700-04	\$167,534.91
Clinical Education	LRDSQ1700-04	\$17,182.48
Enterprise/VOIP Server	LRDSQ1700-04	\$1,337.00
Enterprise Reporting	LRDSQ1700-04	\$3,776.00
ADT/HL7	LRDSQ1700-04	\$7,083.00
Wireless Integration	LRDSQ1700-04	\$8,844.00
Project Coordination	LRDSQ1700-04	\$1,434.00
	Proposal Grand Total	\$207,191.39

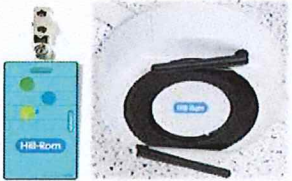

Option Proposal(s)	Proposal Number
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Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p><u>Staff Console</u> Intuitive, easy-to-use centralized call station with touch screen, typically used by unit clerks to answer and respond to patient and staff calls.</p>		*	*	
<p><u>Standard Patient/Staff Station</u> Traditional patient nurse call station with audio and three call types – emergency, staff assist, and code blue. Code Blue function is optional on staff station.</p>		*		
<p><u>Smart Graphical Patient/Staff Stations</u> Next-generation nurse call station that allows for bi-directional exchange of information between NaviCare® applications and 3rd party applications. Code Blue function is optional on staff station.</p>			*	
<p><u>Icon-Based Dome/ Zone Lights</u> LED-based visual call indicators with 7-color selection across 8 lenses and includes optional and customizable icons. Can be configured to illuminate based upon staff member role. (Requires Enhanced Staff Locating and Smart Client)</p>		*	*	
<p><u>Smart Bed Connectors</u> Allows for the extraction of bed data and calls from the pillow speaker and/or equipment jack.</p>		*	*	

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p><u>Emergency Switches</u> Standard emergency call switches.</p>		*	*	
<p><u>Patient Pillow Speaker</u> * Optional Microphone, Light and TV Controls for Pillow Speaker.</p>		*	*	
<p><u>Patient Call Cord</u> Basic patient call device used where TV and Light controls are not required.</p>		*		
<p><u>Centralized Call Display (CCD)</u> Allows a nursing unit to maintain primary annunciation for its calls and monitors a subset of calls from another nursing unit. Sample uses include centralized operator call models or centralized code blue monitoring.</p>		*		
<p><u>Basic Medical Device Alarms Integrations</u> Quarter inch jack for routing of medical alarms through the nurse call system. Device is available in 1, 2 and 6 port design.</p>				
<p><u>Room Disable / Enable Switch</u> Device used in certain areas of a facility where there is a need to disable calls, such as a psychiatric ward.</p>				
<p><u>Bathroom Audio</u> Remote audio device that can be placed in a bathroom for audio communication between patient and caregiver.</p>				
<p><u>Smart Client</u> Web-based application that allows both patient and staff information to be updated in the NaviCare® application and that enables assignments of caregivers to patients from within the NaviCare® application.</p>	<p style="text-align: center; color: red;">Software</p>		*	

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p><u>Bed Status Board</u> Bed information can be displayed in a central location to show patient risk assessment, head of bed angle and patient weight.</p> <p>*Requires Hillrom Smart Bed and Smart Client application. Computer and display provided by others.</p>			*	
<p><u>Standard Reports</u> Web-based application comprised of a set of predefined reports based on nurse call data sets, which can be scheduled for continuous email delivery via subscription setup.</p> <p>*Requires Standard Reporting server/software</p>	Software			
<p><u>Enterprise Reporting</u> Web-based application comprised of a set of predefined reports based on nurse call data sets, which can be scheduled for continuous email delivery via subscription setup.</p> <p>*Requires Enterprise Reporting server/software</p>	Software		*	
<p><u>Installation</u> Review Scope of Work for installation details.</p>	Services	*	*	
<p><u>Project Management</u> Our team enters every service engagement with the strong foundation of our scalable methodology, enabling you to benefit from our experience. The principles of our proven solution development and project management methodology guarantee the success of your implementation project, independent of size.</p>	Services	*	*	
<p><u>Warranty Support</u> Best in class warranty coverage includes full coverage of parts and labor for the first 18 months from shipment. Also includes five year defective parts coverage on the core solution.</p>	Services	*	*	
<p><u>Software Maintenance Agreement (SMA)</u> Protects your investment with software upgrades including major, minor and maintenance releases. Also includes 24 x 7 technical support for your entire solution.</p>	Services	*	*	
<p><u>Enhanced Service Agreement (ESA)</u> Optional coverage to extend the initial warranty on an annual renewal basis. Provides full parts and on-site labor coverage plus additional benefits such as preventative maintenance and on-site labor for software upgrades.</p>	Services			

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p><u>Clinical Consulting and Education*</u></p> <p><u>Clinical Consulting and Education generally includes*:</u></p> <ul style="list-style-type: none"> • Project kickoff and Clinical Workshop Two-part session that consists of unit observation and interviews, identification of clinical goals, challenges, workflows, and call flow analysis to determine optimal and effective utilization of technology. • Clinical Workflow Assessment Report-Out Present Workflow Assessment review; validate e-learning access for Customer. • Clinical Super User Education Super user role and responsibilities defined; Onsite mandatory education. E-learning must be completed prior to super-user education. • Ongoing education and Go-Live support Validate nurse call functionalities; validate configurations per CWA; Assist Super Users during their trainings; rounding on units to provide at elbow support • Follow up Clinical Workflow Assessment Follow up assessment specific to Nurse Call utilization; gap analysis of clinical workflow compared to system configuration. <p>*Depends on project scope and days purchased. The assigned Clinical Consultant will assess and create a Clinical Education plan.</p>	<p>Education</p>		<p>*</p>	
<p><u>e-Learning</u></p> <p>Modules include:</p> <ul style="list-style-type: none"> • NaviCare Nurse Call Dome Lights • NaviCare Nurse Call Staff Tag • NaviCare Nurse Call Standard Room Station • NaviCare Nurse Call Graphical Room Station • NaviCare Nurse Call Graphical Room Station with Locating • NaviCare Nurse Call Graphical Room Station Advanced Applications • NaviCare Nurse Call Staff Console • NaviCare Nurse Call Staff Console with Locating • NaviCare Nurse Call Staff Console Advanced Applications • NaviCare Nurse Call SmartClient • NaviCare Nurse Call Status Board with Advanced Applications <p>Recommended modules will be provided based on specific customer purchase.</p>	<p>Education</p>		<p>*</p>	
<p><u>Remote Services</u></p> <p>Our support team can provide timely support without the time delay of travel to your facility Using Hillrom Remote Services (HRRS), we can monitor your system and actively identify possible areas of concern.</p>	<p>Remote Services</p>	<p>*</p>	<p>*</p>	

Feature Description		Basic Nurse Call Requirement	Included in Base Proposal	Included in Options Proposal
<p><u>Enhanced Staff Locating</u> Enables automatic staff location identification and documentation, enhanced staff-to-patient and staff-to-staff communication, and routes calls to the patient station closest in proximity to the assigned caregiver. Staff badge buttons can be configured to place staff duress calls.</p> <p>*Requires Centrak Hardware Infrastructure</p>				
<p><u>Electronic Patient Room Signage</u> Electronic message board securely displays key information about the patient including risk (ex. Falls risk), assigned caregiver, precautions and more. Integrates to EMR and other clinical software.</p>				

Document Number LRDSQ1700-04
Proposal Date 10/30/2020
JDE Number 604551

Sold To:

Ship To:

Kern Medical Center
1700 Mt. Vernon Ave
Bakersfield, CA 93306
US

Kern Medical Center
1700 Mt. Vernon Ave
Bakersfield, CA 93306
US

For Clinical Communication Solutions purchases involving hardware and software, a bill of materials (BOM) has been included in this proposal containing the components that comprise the Solution. Any requested changes to the BOM by the customer, or any additional required hardware, software, or services identified by Hill-Rom representatives as part of the installation process, will be quoted and will require a change order form to be processed for installation to be completed.

Solution to be installed based upon a mutually agreed upon schedule.

Customer to provide (on a template provided by Hillrom) a list of: nursing unit names with department, floor numbers, and all patient rooms, staff locations, and associated names / descriptions (i.e. room numbers) when applicable for the upgrade / system modification. This information must be provided to Hill-Rom no less than 45 days prior to scheduled installation date.

Hillrom's performance under this Proposal is contingent upon our access to all areas within the facility to complete the work, including access to existing Hillrom system servers and clients (clinical workstations) for required upgrade installation, testing, and configuration.

Hillrom Remote Service Network Connection, or HRRS Connectivity, is required. The customer is responsible to install/provide network connectivity to each Hill-Rom system server and client for remote access. Lack of network connectivity for Hillrom's secure remote access may result in higher service and support costs.

Parts removed from their original packaging cannot be returned for credit. Hillrom will not be responsible for any stolen, damaged, or lost equipment after delivery. No returns or refunds for 3rd party software including, but not limited to, 3CX and Microsoft licenses, nor custom-made items.

Payment terms are NET 30

For Hillrom Clinical Communications Solutions involving hardware and software components, the hardware and software will be invoiced upon shipment. For Hillrom Clinical Communications Solutions involving software only, software will be invoiced upon software installation.

Services invoiced upon certification of system.

Software Maintenance is invoiced 30 days after shipment for hardware and software or after software installation for software only.

Preventive Maintenance is invoiced 30 days after shipment for hardware products only.

Unless noted otherwise, taxes are NOT included in the proposed price. If applicable, sales taxes will need to be added to the proposed price and included on your purchase order. Any applicable taxes will be calculated and billed at time of invoicing.

~~Acceptance of this Proposal constitutes acceptance of the Project Assumptions attached to this Proposal as well as the Terms and Conditions found at <http://www.hillrom.com/usa/Products/Category/Workflow-and-Communications/HillRom-IT-Solutions-Terms-and-Conditions/> (password: navicare). The warranties in this Proposal and the Terms and Conditions are the sole and exclusive warranties provided.~~

~~IN NO CASE SHALL HILL ROM BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING LOSS OF DATA, COSTS OF RECOVERY, LOST OPPORTUNITY, LOST REVENUES OR LOST PROFITS EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM CONTRACT, TORT LAW OR OTHERWISE.~~

~~Except and solely for any separate master agreement or group purchasing agreement executed by the parties for the purchase and license of the Hillrom Products purchased hereunder, the Terms and Conditions supersede any inconsistent provisions and understandings, oral or written, between the parties, including any terms and conditions in any purchase order or other documentation submitted by Customer to Hillrom, unless explicitly agreed to in writing by an authorized representative of Hillrom holding the title of Vice President or General Manager.~~

Hillrom Company, Inc.

CUSTOMER

By:  _____

By: _____

Printed Name: Sheeza Khawar Hussain

Printed Name: _____

Title: Vice President
Care Communications

Title: _____

Date: 10/30/2020

Date: _____

Qty	Part Number	Description	Unit	Extended
	Group	4th Floor Nursing Unit 1		
2	P2500NNC1B00	GRAPHICAL STAFF CONSOLE (DESK MT.)	\$1,721.80	\$3,443.60
2	P2500NNC0A00	GROUNDING KIT STAFF CONSOLE (DESK)	\$174.75	\$349.50
1	P2594NNC3B00	GRS10 W/O CODE, W/DVI, 4 USB	\$1,447.89	\$1,447.89
23	P2594NNC2D11	GRAPHICAL ROOM STATION (GRS) - PATIENT	\$714.84	\$16,441.32
6	P2594NNC2D00	GRAPHICAL ROOM STATION (GRS) - STAFF	\$673.69	\$4,042.14
40	P2505NNC1B00	AUDIO STATION BED CONNECTOR (ASBC)	\$89.11	\$3,564.40
40	P2535A0101	CABLE, ENTERTAINMENT CABLE, 18IN	\$15.48	\$619.20
40	P25104C331U-Z105018	PILL SPK, DA,MIC,DV,N,2 LT,8'	\$155.25	\$6,210.00
19	P2545A01	SYSTEM ALARM INTERFACE MODULE, W/BOX W/ PIGTAILS	\$67.50	\$1,282.50
1	P2520NNC2B02	SWITCH, BATH SWITCH, W/O CANCEL, SUPERVISED	\$27.10	\$27.10
18	P2520NNC2B01	SWITCH, BATH SWITCH, W/CANCEL, SUPERVISED	\$33.37	\$600.66
25	P2506NNC8A00	ICON BASED-LIGHT LED DOME/ZONE LIGHT	\$126.00	\$3,150.00
3	P2506NNC2B00	SINGLE BULB DOME LIGHT, POLARIZ	\$26.91	\$80.73
23	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$48.86	\$1,123.78
23	P2599NNC3B00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$259.70	\$5,973.10
1	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
1	UPS	UPS BY OTHERS	\$0.00	\$0.00
13	P2536A0701	COMM CABLE CAT 6, AMP, SEAFOAM, 1000 FT SPOOL	\$258.30	\$3,357.90
7	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$28.97	\$202.79
41	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$202.50	\$8,302.50
1	P2570RBRPMSERVICE	PROJECT MANAGEMENT ROOM BY ROOM SERVICES	\$3,450.00	\$3,450.00
1	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,260.00	\$1,260.00
23	P25NNC096-P	NAVICARE ENHANCED BASE SW 3PTY	\$439.60	\$10,110.80
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$3,347.00	\$3,347.00
1	P2570A0003	INSTALLATION BY HILL-ROM SUBCONTRACTOR	\$89,148.00	\$89,148.00
		SubTotal		\$167,534.91

Qty	Part Number	Description	Unit	Extended
	Group	Clinical Education		
4	P25NNC411	CLINICAL CONSULTING DAY	\$2,775.87	\$11,103.48
1	P25NNC106-3	CLINICAL CONSULTING ADV APP 3	\$6,079.00	\$6,079.00
		SubTotal		\$17,182.48
	Group	Enterprise/VOIP Server		
1	SERVER-VIRTUAL	VIRTUAL SERVER BY OTHERS	\$0.00	\$0.00
1	P25NNC033	3CXSPRO 16 SIMULTANEOUS CALLS	\$995.00	\$995.00
1	P25NNC010-3CX	SOFTWARE MAINTENANCE AGREEMENT - 3CX	\$342.00	\$342.00
		SubTotal		\$1,337.00
	Group	Enterprise Reporting		
1	SERVER-ENT	ENTERPRISE REPORT SERVER(S) BY OTHERS	\$0.00	\$0.00
40	RPOP000010	Enterprise Reporting		
40	RPOPSW0010	Enterprise Reporting, SW	\$54.40	\$2,176.00
40	RPOPSV0010	Enterprise Reporting, SV	\$16.00	\$640.00
40	RPOCC0010	Enterprise Reporting, CC	\$9.00	\$360.00
40	RPOPSM10	Enterprise Reporting, SM	\$15.00	\$600.00
		SubTotal		\$3,776.00
	Group	ADT/HL7		
1	PS111ADT-ADDSW	ADT ADDITIONAL FLOOR SOFTWARE	\$4,000.00	\$4,000.00
1	PS111ADT-ADDSVCS	ADT ADD FLOOR SERVICES	\$900.00	\$900.00
1	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$1,149.00	\$1,149.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$1,034.00	\$1,034.00
		SubTotal		\$7,083.00
	Group	Wireless Integration		
1	PS101WIADD	WIRELESS ADDITIONAL FLOOR SOFTWARE	\$4,865.00	\$4,865.00
1	P2570WIADD	WIRELESS SERVICES ADDITIONAL FLOOR	\$945.00	\$945.00
1	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$1,597.00	\$1,597.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$1,437.00	\$1,437.00
		SubTotal		\$8,844.00
	Group	Project Coordination		
1	P25NNC201	IMPLEMENTATION SERVICES	\$814.00	\$814.00
1	P25NNC200	PROJECT MANAGEMENT SERVICES	\$620.00	\$620.00
		SubTotal		\$1,434.00

Qty	Part Number	Description	Unit	Extended
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*Project Grand Total \$207,191.39

Unless noted otherwise, taxes are NOT included in the proposed price.

Please send purchase orders to:
email: HitsOrderManagement@hillrom.com
Fax: 919 869-1733

Hillrom NaviCare Nurse Call Statement of Work (SOW)

New Construction Project with Hillrom Certified Installer on Hillrom's Proposal

Hillrom's Care Communications' systems are UL 1069 compliant.

****By issuing a PO or incorporating into a SF-1449 against this proposal, Customer assumes acceptance of this Hillrom NaviCare® Nurse Call ("NNC") Statement of Work ****

Hillrom will assign a Project Manager to manage the scope outlined in this proposal. The Hillrom Project Manager will develop a Project Plan to be managed in conjunction with Customer's Project Manager. This Project Plan will outline specifics of the project including, but not limited to: Scope Definition, Communication Plan, Change Management Plan, Project Constraints, Project Dependencies, Project Assumptions and Project Risks.

1. STAKEHOLDER PARTICIPATION:

- 1.1. Hillrom and Customer project team members will participate in the following at a minimum:
 - 1.1.1. Kick-off meeting (on-site or conference call)
 - 1.1.2. Weekly project status calls. Calls may be cancelled as needed.
 - 1.1.3. NNC system acceptance. Following certification of the NNC system, a customer representative will sign the provided work orders and User Acceptance Test Documentation and return them to the Hillrom Project Manager.
 - 1.1.4. Technical review call(s)
- 1.2. Customer will appoint the following key project stakeholders:
 - 1.2.1. Project Manager
 - 1.2.2. IT Lead
 - 1.2.3. Clinical Lead
 - 1.2.4. Contractor Leads

2. EQUIPMENT ACCEPTANCE, STORAGE & WARRANTY:

- 2.1. Customer owns inventory at time of delivery. Inventory is required to be on-site in a climate, access-controlled location. If inventory is to be stored off-site, it is Customer's responsibility to transport equipment to the site, as needed by the Hillrom team. If off-site storage is required, it is Customer's responsibility to pay for storage/insurance fees. Customer is responsible for additional equipment damaged or lost while in storage or transport. Customer is also responsible for equipment damaged by trades during the installation and prior to go-live.
- 2.2. Inventory of equipment will be completed by a Hillrom Certified Installation Contractor. Customer shall assign a representative to complete/participate in inventory of equipment. Customer will note any Bill of Materials (BoM) discrepancies on the accompanying pick slip, sign the pick slip, and return to the Hillrom Project Manager (PM) within 72 hours of receipt of the equipment, or as pre-arranged with the Hillrom Project Manager.
- 2.3. The Hillrom warranty does not cover devices or components which are not acquired from Hillrom, nor any software other than the Licensed Software from Hillrom. Similarly, any extended service/software maintenance plan does not apply to devices or components, including software, not acquired from Hillrom.
- 2.4. If, during the project, the storage area/equipment needs to be re-located then Customer will be responsible for its movement.

3. SERVICE DELIVERY GUIDELINES (Not all Services noted below are included in this proposal. Please refer to this bill of material for purchased services):

- 3.1. Project Management Services:

- 3.1.1. Project Management Services are provided remotely, however, Project Managers may travel for designated milestone events including Kick-off Meetings, User Acceptance Testing, Go-live dates, and other approved milestone events.
- 3.1.2. Project Management travel on-site is determined by the size and scope of the project but will not exceed (4) days per month.
- 3.1.3. Project Management work hours are generally Monday – Friday, 8:30am to 5:30pm, local time for the assigned Project Manager.
- 3.1.4. Hillrom will not provide a full-time on-site Project Manager unless otherwise defined in this proposal, agreement or change order.
- 3.1.5. Hillrom does not supply “stamped” or “engineered” drawings. It is Customer’s responsibility to contract a licensed engineering firm in states where it is required. This includes but is not limited to: Florida, California, South Carolina, Texas and New York.
- 3.1.6. Hillrom Project Manager will conduct User Acceptance Testing (UAT) for unique system configuration care units after the new NNC system has been installed in the first several rooms. Customer shall accompany Project Manager and sign-off on UAT when complete.
 - Requested programming changes after completion of UAT or initial programming which requires more than two hours of labor or exceeds two programming changes per care unit shall be subject to a change order.
 - When units have been completed and transitioned to Technical Support, Customer should contact Technical Support for system programming changes.
- 3.2. Installation Services (cabling, termination, cabling testing, and hardware device installation):
 - 3.2.1. Installers generally work Monday – Friday, 7:00am – 6:00pm, local time.
 - 3.2.2. Installation Services must be completed before a Hillrom Engineer arrives on-site to begin configuration/certification of the system.
- 3.3. Implementation Services (software configuration, testing, and system certification):
 - 3.3.1. Implementation Services are provided remotely, however, Implementation Engineers may travel for designated milestone events including Kick-off meetings, User Acceptance Testing, Go-live dates, System Certification and State inspections.
 - 3.3.2. If an Implementation Engineer is working on-site, their on-site work hours are, generally, (local times): Monday – 1pm - 5:30pm, Tuesday – Thursday – 8:30am – 5:30pm, Friday – 8:30am – 12pm (noon).
 - 3.3.3. Hillrom will not provide a full-time on-site Implementation Engineer unless otherwise defined in the proposal, agreement or change order.
 - 3.3.4. Implementation Engineers cannot work nights or weekends without prior approval from Hillrom, which may result in additional charges.
 - 3.3.5. Technical Go-live support will be completed in one trip on-site. Additional trips on-site for phased or staged go-live events will require a change order.
- 3.4. Educational Services:
 - 3.4.1. All Educational Services must be scheduled and confirmed by Customer at least fourteen (14) calendar days prior to the start date of the requested service.
 - 3.4.2. Educational Services work hours are generally (local times): Monday – 1pm to 5:30pm, Tuesday – Thursday – 8:30am – 7:30pm, Friday – 8:30am – 12pm (noon).
 - 3.4.3. Clinical Consultants do not work more than eight (8) hours in any given day. Clinical Consultants do not work nights or weekends without prior approval from Hillrom, which may result in additional charges.
 - 3.4.4. Hillrom will not provide a full-time on-site Clinical Consultant unless otherwise defined in the proposal, agreement or change order.
 - 3.4.5. For single-day engagements, Clinical Consultants are only scheduled on Tuesdays or Thursdays.

- 3.4.6. Cancelling or rescheduling Educational Services less than seven (7) calendar days prior to a confirmed training date is subject to payment for the full amount of the scheduled Education Service. There is no charge if a confirmed, scheduled Education Service is cancelled or rescheduled more than seven (7) calendar days in advance of the scheduled date.
- 3.4.7. Educational Services must be used within twelve (12) months of unit certification or they shall expire without any right of refund.
- 3.5. HL7 Integration Services:
 - 3.5.1. Customer Interface Engineers and Customer Project Managers must attend project scope meetings and discussions. These will include discussions around the HL7 messages being sent to the Hillrom interface which will need to comply with Hillrom's specifications.
 - 3.5.2. Customer Interface Engineers must attend testing and validation calls.
 - 3.5.3. A Hillrom Interface Engineer will be available for the day of go-live support and additional support for (30) days thereafter.
 - 3.5.4. A Hillrom Interface Engineer will work with the designated Customer Interface Engineer for necessary bed mapping, message triggers and testing.
 - 3.5.5. HL7 integrations service inpatient admissions only. Any changes to this routing will incur additional charges.
 - 3.5.6. HL7 integration services are provided remotely.
 - 3.5.7. HL7 integration service work hours are generally Monday – Friday, 8:30am to 5:30pm, Eastern Time.
 - ADT Services:
 - Hillrom ADT engines will only translate what is provided to the NNC system in HL7 message. Hillrom cannot guarantee the format or inclusion of HL7 message segments from other systems which may transmit them.
 - Outbound Bed Data:
 - Customer is responsible for ensuring the receiving application is capable of consuming outbound bed data messages from Hillrom's integration interface via HL7.
 - Customer is responsible for the configuration of the receiving application to conform to HL7 standards and Hillrom's outbound bed data specifications.
 - Inbound Protocols:
 - Customer is responsible for determining the clinical workflow and message triggers.
 - Customer is responsible for ensuring the sending application complies with Hillrom's HL7 specifications.
 - EMR Migration:
 - EMR migration services purchased ensure that changes made to Customer's EMR and/or outbound ADT interface will be captured and added to the configurations of the Hillrom production ADT interface.
 - Hillrom's Interface Engineer will remap the internal database bed values (PV1.3 from Customer's interface).
 - Customer's Interface Engineer or Customer Project Manager to provide bed mapping values. Note that if the mapping will not be changing, the Hillrom Interface Engineer must be made aware of this also.
 - Hillrom's Interface Engineer will configure the Hillrom interface changes as needed.
- 3.6. Virtualization Services:
 - 3.6.1. Virtualized server systems build and maintenance are the responsibility of Customer.
 - 3.6.2. A Hillrom technical resource will be assigned to work on the virtualization service with Customer.
 - 3.6.3. Virtualization services are provided on-site and/or remotely as granted by site sponsor.
 - 3.6.4. Virtualization service work hours are generally Monday – Friday, 8:30am to 5:30pm, Eastern Time.
- 3.7. Wireless Integration Services:

- 3.7.1. Customer to appoint a Project Manager, IT Lead, Clinical Lead, Telephony Lead and Contractor Lead (if applicable). Customer project team members will work with Hillrom's Project Manager.
- 3.7.2. Customer team to participate in system acceptance. Testing calls will be scheduled to ensure messaging to mobile devices and callback functionality to Hillrom function correctly.
- 3.7.3. A Hillrom technical resource will be assigned to work on the Wireless Integrations with Customer.
- 3.7.4. Integration services to outdated or unsupported wireless systems and/or EMR systems are provided on a best-effort basis, and cannot be guaranteed.
- 3.7.5. Wireless services are provided remotely.
- 3.7.6. Wireless services work hours are generally Monday – Friday, 8:30am to 5:30pm, Eastern Time.
- 3.7.7. RF/WiFi coverage is Customer's responsibility. Hillrom may, at its discretion, elect to test and document Customer's WiFi network coverage. Hillrom is not responsible for the improvement, maintenance, and/or service of Customer's WiFi network.
- 3.7.8. Customer to provide technical information regarding Customer's wireless handset model/versions to support the integration.
- 3.7.9. Customer is responsible for installation, support, and/or maintenance of Customer's wireless handset system.
- 3.7.10. If Customer chooses to use middleware, Customer is responsible to ensure the middleware system and wireless handsets are both compatible and support Customer's desired functionality.
- 3.8. Staff Assignment Services:
 - 3.8.1. Customer is responsible to ensure the third-party system supports sending or receiving assignments.
 - 3.8.2. Customer is responsible to ensure all required fields are available for communication to and from the third-party system, including:
 - Staff Employee ID
 - Staff Role
 - Location ID
 - Wireless Extension Assignment
 - Locator Badge Assignment
 - 3.8.3. Customer is responsible for mapping the Staff Employee ID fields when the identifier is not the same across all systems.
- 3.9. System Upgrade Services
 - 3.9.1. Remote upgrade work hours are Monday – Friday, 8:30am to 5:30pm, Eastern Time.
 - 3.9.2. Upgrades are only completed on Tuesdays or Thursdays, with prep work for said upgrades being performed on other days of the week.

4. INSTALLATION:

- 4.1. The Hillrom Certified Installation Contractor is responsible for all necessary permits required by federal, state or local codes. Customer is responsible for any federally-regulated or state-mandated regulatory requirements such as AHCA and OSHPD or requirements adopted by state or local authorities from private organizations such as FGI. In cases where additional requirements are not identified by customer in pre-PO design reviews, a change order will be required.
- 4.2. ADA and Local Code Requirements for device placements are Customer's responsibility. Hillrom recommendations can be provided.
- 4.3. Hillrom Certified Installer is required to comply with and meet Hardware installation specifications from the **NNC "Hardware Installation"**, and if included in proposal, the **Enhanced Locating "Hardware Installation"** guidelines for the version of NNC to be deployed.
- 4.4. The Hillrom Certified Installer will unbox and install Hillrom NNC devices.
- 4.5. The Hillrom Certified Installer will move equipment from the storage area to the installation locations, as necessary.

- 4.6. Installation Contractor shall be on site:
 - 4.6.1. To attend pre-installation coordination meetings.
 - 4.6.2. During any state or locally-required inspection
 - 4.6.3. During any Hillrom Implementation Engineer/Field Service Engineer scheduled site visit.

5. NETWORKING & INFRASTRUCTURE REQUIREMENTS:

- 5.1. **Server/network requirements will be provided by the Hillrom Project Manager.**
- 5.2. Hillrom desires to have Customer manage the DNS and the DHCP scope.
- 5.3. Hillrom's Project Manager will provide additional information with regard to:
 - 5.3.1. Server requirements, maintenance and patching
 - 5.3.2. Administrative account access
 - 5.3.3. Host A records
 - 5.3.4. IP schema
 - 5.3.5. Firewall port access
 - 5.3.6. Antivirus requirements
 - 5.3.7. FTP server requirements
 - 5.3.8. Remote access requirements
- 5.4. Cisco Switches:
 - 5.4.1. Hillrom can provide a list of Cisco switches approved for use with the NNC system.
 - 5.4.2. Customer will provide management of the switches.
- 5.5. Customer to provide IT racks or rack space for Hillrom equipment or new racks when space is not available.
- 5.6. Centralized Code Blue: Addition of a Centralized Code Blue Device (CCD) will require either a new back box and wall space, or new Hillrom faceplate/Ethernet jack and desk space.

6. MISCELLANEOUS:

- 6.1. Pillow Speakers:
 - 6.1.1. If purchasing pillow speakers directly from Hillrom, Customer has the option of choosing one of the two options noted below with regards to functionality. If Customer desires functionality different from what is noted here, Hillrom recommends Customer work directly with a pillow speaker manufacturer.
 - o Pillow Speaker Option 1- NNC button, digital TV channel and volume controls, pain request button, bath request button, control of two lights, and a microphone, or
 - o Pillow Speaker Option 2- NNC button, digital TV channel and volume controls, control of two lights and a microphone.
 - 6.1.2. Functionality - Any functionality desired by Customer is dependent on the manufacturer and style purchased. Not all functionality available by all pillow speakers is compatible with NNC nor will Hillrom accept any responsibility for installation, wiring, or troubleshooting.
- 6.2. Smoke Alarm Interface Testing. When a Smoke Alarm Interface (SAI) is implemented with NNC, testing specific to this interface is required by regulation in order for Hillrom to fully certify the NNC system. Hillrom completes testing during the course of any NNC deployment, testing and certification project where an SAI is implemented. Hillrom will work with Customer to schedule any SAI testing.
- 6.3. Hillrom excludes any and all permits, licenses, taxes, or fees required by the city and / or state where the physical implementation of this proposal occurs.
- 6.4. Customer will provide all site work credentialing requirements to Hillrom prior to the issuance of a purchase order. Customer will be responsible for any costs associated with Customer's credentialing requirements.
- 6.5. Project Contingency: This proposal may include a project contingency to cover errors, omissions, delays in construction as applicable, and any unforeseen events. The project contingency will not be billed unless required to cover any of the above events and will be managed via change order. This contingency is

intended to cover in-scope hardware, software and services and is not intended to cover hardware and software additions or out of scope services.

- 6.6. Customer is responsible for entering all staff information, including assignments and locator badge IDs, into Smart Client.

SOW NNC New Construction Includes Installation

7. Hill-Rom proposal INCLUDES:

- 7.1. Installation, termination and testing of provided cabling per Hill-Rom standards and in compliance with facility guidelines as well as state and local codes.
- 7.2. Cable installation by Hill-Rom Certified Installer to include:
 - 7.2.1. Home run cables
 - 7.2.2. In-room cables
 - 7.2.3. Labelled patch panels and patch cables (CAT5e or better)
 - 7.2.4. Cable test results and satisfactory terminations
 - 7.2.5. Installation of system devices, unless otherwise noted
 - 7.2.6. Trash removal to customer location on-site. Excludes dumpster and removal off-site.

8. Hill-Rom proposal EXCLUDES:

- 8.1. Network racks
- 8.2. Conduit, back boxes, cable trays
- 8.3. Backbone cabling (defined as cabling between servers and POE switches)
- 8.4. Fiber core switch, fiber cable or fiber patch cables
- 8.5. Any additional trim plates, wall plates, adaptor plates, blank plates, reducer rings, surface mount boxes, conduit, back boxes, cable trays and core drilling, not included in this proposal.
- 8.6. J-hooks, penetration sleeves and any other cable management items.
- 8.7. Smoke alarm interface unless part of this proposal
- 8.8. Any additional hardware or software not included in the attached bill of materials
- 8.9. Television wall plates and coax cable to television
- 8.10. Connection of cable/wire from ASBC to television wall plate and TV jumpers
- 8.11. Connection of cable/wire from ASBC to lighting controller
- 8.12. Connection of cable/wire from ASBC to blind controls
- 8.13. Low voltage lighting controllers
- 8.14. Patching, painting or wall repair
- 8.15. Asbestos abatement or hazardous material containment
- 8.16. Any equipment or service noted as "BY OTHERS" or "BY CUSTOMER"
- 8.17. Emergency circuit electrical power for Hill-Rom POE switches, servers, appliances, etc.
- 8.18. Receiving personnel and bulk storage for equipment
- 8.19. Installation of Customer-provided equipment.

Bergelectric Scope of Work:

Inclusions:

1. Provide labor and material to remove existing Nurse Call System and install new NaviCare Nurse Call system as listed on BOM LRDSQ1700 dated 4/3/19.
2. Pricing is based on (1) mobilizations to complete the installation, project to complete within 365 days, any additional trips will be charged at a rate of \$115.00 per hour which is inclusive of travel expenses. Pricing also anticipates attending (1) pre-installation coordination meetings.
3. This proposal is based on a single-phase installation.

Page 2

Kern Medical Center 4D

4/9/2019

4. This proposal includes the installation of a new wall mount cabinet to house the POE switches.

5. All work to be completed during regular (S/T) working hours.

6. All Installation Contractor labor on this proposal is based on utilizing Kern County prevailing wage rates.

7. All field wiring will conform to National Electrical Code (NEC)

8. Testing and certification of cable runs.

9. Load Studies for new circuits.

10. 1-year Installation Warranty.

Exclusions:

1. Programming, Start-up, Commissioning and Training of Hill-Rom Nurse Call System.

2. Relocation of devices for ADA Compliance. See breakout unit price per device.

3. Payment and performance bonds fees.

4. Infectious Controls.

5. Conduit and boxes for nurse call devices.

6. Category cable wiring to faceplate behind TV. (not part of nurse call scope)

7. Demolition of existing nurse call devices, conduit, cabling, etc.

8. Patching and or painting of walls to match any existing finishes.

9. Architect services.

10. Design documents for OSHPD or IOR review. Approved OSHPD drawings are assumed to be on site and used for installation/inspections/certifications.

11. 120v power to POE switches and UPS's.

12. Grounding of nurse call backboxes, devices, or conduits.

13. Asbestos abatement.

14. Access Doors. Access to ceilings for installation of cabling and devices is assumed to be available without taking apart permanent building finishes.



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

November 18, 2020

Subject: Proposed Administration Agreement with ReliaStar Life Insurance Company for Employer-Sponsored Life and Accidental Death and Dismemberment (AD&D) Insurance

Recommended Action: Approve; Authorize the Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Administration Agreement with ReliaStar Life Insurance Company, a member of Voya Financial, to provide employer-sponsored life insurance for eligible Kern Medical employees. Currently, employees of Kern Medical are included in the County of Kern's employer-sponsored life insurance plan, which is held through The Guardian Life Insurance Company of America, under the terms of the Employee Benefit Services Agreement between the County and Authority. Eligible employees are provided life and AD&D insurance at no cost as follows:

- \$10,000 for represented employees
- \$50,000 for confidential employees
- \$100,000 for management and mid-management employees

The Authority will save an estimated \$17,401 annually by transitioning to ReliaStar. There are no changes to the level of benefit provided and there is a three-year rate guarantee with the new vendor.

Term:

The Agreement is effective January 1, 2021 and will remain in effect until cancelled in writing by the Authority.

Costs associated with Agreement:

- Current average annual cost for employer-sponsored life and AD&D insurance: \$ 60,142
- Annual savings realized with this contract: \$(17,401)
- New average annual cost for employer-sponsored life and AD&D insurance: **\$ 42,741**

Therefore, it is recommended that your Board approve the proposed Administration Agreement with ReliaStar Life Insurance Company for life and AD&D insurance, effective January 1, 2021, and authorize the Chairman to sign.

ADMINISTRATION AGREEMENT

ReliaStar Life Insurance Company, Minneapolis, MN
ReliaStar Life Insurance Company of New York, Woodbury, NY
Members of the Voya® family of companies
(the "Company")



Policyholder Name (the "Policyholder") Kern County Hospital Authority

Policy Effective Date 01/01/2021

Insurance Contracts. The Company issues insurance policies and certificates based on your application and our state approved products (the "Policies"). Our obligations are determined solely by the terms of the policies we issue.

EXCESS RISK COVERAGE

Claim Administration. Upon determination of a potential claim under the Policy, you will confirm employees' eligibility for coverage and provide required eligibility and claim documentation to the Company, either directly or through your health claim administrator. The Company shall be responsible for all claim reviews, determinations and payments under the Policy.

Confidentiality. We will keep confidential all information provided to us by you or your health claims administrator in connection with the Policy, in compliance with applicable law. You authorize your health claims administrator, if any, to release to the Company information and data regarding claims paid to be used in connection with the Policy.

GROUP ANNUAL TERM LIFE, PERSONAL ACCIDENT INSURANCE, DISABILITY, CRITICAL ILLNESS, ACCIDENT AND/OR HOSPITAL CONFINEMENT INDEMNITY COVERAGE

Policy Administration. Your group policy will be "Self-Administered". This means that you or a third party that you engage will be responsible to maintain all enrollment, beneficiary, and billing records for the Policies (as applicable). The records you keep must provide the ability for you and/or your employees to:

- appropriately apply Policy limits and rules
- know how much coverage the employee has at all times
- provide the employee with the appropriate "Conversion" and/or "Portability" documentation (as applicable)
- set up any payroll deductions correctly
- pay premium to the insurance company with supporting documentation
- file a claim

The parties agree that the Policies will be self-administered by Policyholder and that the insurance charges reflect that arrangement.

Communications. All forms and other materials we provide to you must be presented to employees without alteration. Any benefit and eligibility descriptions you or your third party service provider communicates to employees must be consistent with the materials and guidelines we provide to you. We will work carefully with you to make corrections in the case of any inadvertent error in communications. However, you are responsible for any costs incurred in correcting errors caused by incorrect data you provide to employees or to Company, including incorrect benefit descriptions and eligibility determinations.

Evidence of Insurability. If evidence of insurability is required in connection with an application for coverage under the terms of a Policy, you will apply the evidence of insurability rules appropriately, obtain the necessary forms from any applicant for such coverage and provide those forms to the Company.

Claim Administration. Upon receipt of notice of a potential claim under a Policy, you will confirm employees' eligibility for coverage and provide required claim documentation at the Company's request. The Company shall be responsible for all claim reviews, determinations and payments.

Certificates of Insurance and Summary Plan Description. If you request that we provide Summary Plan Description(s) ("SPD") for distribution to ERISA plan participants, we will provide the SPD using our standard language and format unless otherwise directed by you. If we agree to electronically post certificates of insurance and/or SPDs for access by your employees, you are responsible for assuring that each covered employee is informed how the documents can be accessed and that each employee has access or otherwise receives a copy(ies) of these documents. Any legal advice as to the style, format, content or distribution of the SPD or distribution of the certificate of insurance must be provided by your legal counsel. We are unable to provide legal advice to your plan and assume no responsibility for meeting ERISA's disclosure requirements.

Indemnity. Each party shall indemnify and hold the other harmless against any and all losses, claims, damages, costs or expenses (including reasonable attorneys' fees) which the indemnified party may become obligated to pay resulting from 1) the indemnifying party's error or omission in performing obligations under this Agreement, except to the extent that the indemnified party has caused or significantly contributed to such error or omission, and 2) any breach by the indemnifying party of any of its obligations under this Agreement regardless of whether such breach is either willful or negligent.

GENERAL ADMINISTRATION – ALL PRODUCTS:

Record Keeping. You agree to maintain accurate books and records documenting the administration of the Policies, including employee demographics, eligibility records, dependent data, coverage amounts, enrollment history, payroll deductions, benefit elections and beneficiary designations (as applicable). Such records must be maintained for a period of seven (7) years following termination of the Policies to which they relate. Upon reasonable notice, we shall have the right to review, inspect and audit, at our expense, the books, records, data files or other information maintained by you or your vendor related to the Policies.

Transmission of Data. You are responsible for the accuracy and security of data transmitted to us, including data transmitted by any third party service provider you engage to assist in administration of your benefit plans. Each party will establish and maintain (1) administrative, technical and physical safeguards against the destruction, loss or alteration of data, and (2) appropriate security measures to protect data, which measures are consistent with all state and federal regulations relating to personal information security, including, without limitation, the Gramm-Leach-Bliley Act.

Premium payment. If you engage a third party to submit premium to us, we will not consider the premium paid until it is received in our Home Office.

General terms. This Agreement will remain in effect during the duration of the Policy and will terminate automatically upon termination of all Policies. This Agreement may be amended only in writing signed by both parties. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Policy, the terms of the Policy shall control.

Governing law. This Agreement shall be governed in all respects, including validity, interpretation and effect, without regard to principles of conflict of laws, by the law of the state where the Policy is issued.

Accepted and Agreed to:

Policyholder Name (Please print.) Kern County Hospital Authority

Policyholder Authorized Signature _____ Date _____

Print signer's name and title _____

RELIASTAR LIFE INSURANCE COMPANY
RELIASTAR LIFE INSURANCE COMPANY OF NEW YORK

Company Authorized Signature Mona Zielke _____ Date _____

Print signer's name and title Mona Zielke, Vice President



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

November 18, 2020

Subject: Proposed Grant Agreement with the California Health Facilities Financing Authority under the Children’s Hospital Bond Act of 2018 (Proposition 4)

Recommended Action: Approve; Authorize the Chairman to sign

Summary:

The Authority is requesting that your Board approve the proposed Grant Agreement with the California Health Facilities Financing Authority in the amount of \$9,190,074.51.

The proposed Grant was awarded in anticipation of funding projects for the Kern Medical ‘Every Kid’ program that will include updating and renovating both the inpatient and outpatient pediatric clinical areas. The following items highlight the impact of the funding.

- The Inpatient Pediatric Unit will be relocated to 4 Center, where it will be designed and equipped with new technology and equipment to better serve our pediatric patients and their families. The unit will feature 11 pediatric beds, including an isolation room.
- A Pediatric Emergency Room will be designed and constructed within our existing Emergency Department. This will allow for our pediatric patients to be cared for in a specially designed unit better suited for their needs. Currently, pediatric patients account for approximately 20% of our overall volume in the Emergency Department.
- The Columbus Pediatric Outpatient Clinic will be renovated to refresh and update all of the clinical areas. The improvements and new equipment will enhance the workflow that will allow us to increase the number of children we serve by more than 15% annually. The renovation will include expanding our waiting room areas, which will allow for better physical distancing for our most sensitive patients.
- New specialty equipment for the Neonatal Intensive Care Unit, surgical equipment for our Ear, Nose, and Throat (ENT) specialists, simulation equipment for education, and diagnostic equipment will be purchased. Several software applications will be funded for our telehealth program, breast milk program, and the antimicrobial stewardship programs.

Preparations for the Kern Medical ‘Every Kid’ program have commenced with a target completion date of year-end 2023.

Therefore, it is recommended that your Board approve the proposed Grant Agreement with California Health Facilities Financing Authority to receive \$9,190,074.51 in funds, authorize the Chairman to sign the agreement, and authorize the Chief Executive Officer to approve additional documents in support of the distribution of grant funds under the agreement.

TAB 1
Grant Agreement

TAB 2
EXHIBIT A
Grant Award Letter

TAB 3
EXHIBIT B
Grant Funds Disbursement
Certification

TAB 4
EXHIBIT C
Resolution of the Authority

TAB 5
EXHIBIT D
Certified Resolution of
Grantee's Governing Board

TAB 6
EXHIBIT E
Project Description

TAB 7
EXHIBIT F
Terms & Conditions

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY
CHILDREN’S HOSPITAL BOND ACT OF 2018 (PROPOSITION 4)**

GRANT AGREEMENT NUMBER EH-11-KMC-01-04

KERN MEDICAL CENTER
1700 Mount Vernon Avenue, Bakersfield, CA 93306

THIS GRANT AGREEMENT (the “Agreement”) is made between Kern Medical Center (“Grantee”) and the California Health Facilities Financing Authority (“CHFFA” or the “Authority”).

RECITALS:

- A. Grantee has applied to CHFFA for a grant from the Children’s Hospital Program of 2018 to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee’s Application for the grant meets the eligibility criteria required by the hereinafter defined Regulations.
- C. Subject to the availability of grant monies in the hereinafter defined Program Fund, CHFFA proposes to provide a grant of \$9,190,074.51 (the "Grant") to Grantee in consideration of, and on condition that the sum is expended in carrying out the purposes of the hereinafter defined Project from the hereinafter defined Program Fund and on the terms and conditions contained herein.

Total Grant Amount not to exceed \$9,190,074.51.

The following specific provisions as determined by the Authority are made part of and incorporated into the Agreement:

See Section 6.11

- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant to Grantee to undertake the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 – INTRODUCTION. Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Regulations.

Section 1.2 – AGREEMENT means this Agreement, including any amendments and exhibits hereto.

Section 1.3 – APPLICATION means Grantee’s completed Application submitted to CHFFA, received March 30, 2020 for a Requested Amount of \$15,000,000.00 (incorporated herein by reference), including any supplemental Project information requested by the Authority.

Section 1.4 – AUTHORITY or CHFFA means the California Health Facilities Financing Authority.

Section 1.5 – GRANT AWARD LETTER means CHFFA’s Grant Award Letter dated July 6, 2020 to Grantee relating to the Grant and attached hereto as Exhibit A (incorporated herein by reference).

Section 1.6 – DISBURSEMENT REQUEST means the request for disbursement of Grant funds as described in Grant Funds Disbursement Certification executed by Grantee and attached hereto as Exhibit B.

Section 1.7 – ELIGIBLE COSTS means those costs of the Project set forth in Attachment A of the Application and as set forth in Exhibit E of this Agreement that meet the criteria defined in Section 7002 of the Regulations.

Section 1.8 – EXECUTIVE DIRECTOR means the Executive Director of CHFFA.

Section 1.9 – GRANT means the Grant (as defined in Section 7000(s) of the Regulations) of \$9,190,074.51 to Grantee by CHFFA as evidenced by this Agreement.

Section 1.10 – GRANT DOCUMENTS means this Agreement, the Application, the Grant Award Letter, and the Resolution, including any and all exhibits to such documents.

Section 1.11 – GRANTEE means Kern Medical Center (“KMC”).

Section 1.12 – PROGRAM means the program resulting from the Children’s Hospital Bond Act of 2018 (Part 6.3 (commencing with Section 1179.81), Division 1, Health and Safety Code), approved by voters on November 6, 2018.

Section 1.13 – PROGRAM FUND means the Children’s Hospital Bond Act Fund, as defined in Section 1179.83 of the Health and Safety Code.

Section 1.14 – PROJECT means the Project to be funded with the Grant as more specifically described in the Application, although the scope of the Project may be clarified in the Authority staff report accompanying the Resolution submitted to the Authority members. The Project is more specifically defined in Exhibit E of this Agreement. The Authority may broaden the definition of the Project, at its discretion if it is determined that additional elements are needed to ensure that the Project can provide its intended services. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

Section 1.15 – GRANT PERIOD means the period beginning on the date of Final Allocation and ending on November 30, 2024, as such period may be extended upon the prior written approval of CHFFA pursuant to Section 7015(d) of the Regulations. However, any extension shall not surpass the Resolution expiration date pursuant to Section 1.17 of this Agreement. Any written approval of CHFFA extending the Grant Period shall become incorporated into this Agreement.

Section 1.16 – REGULATIONS means The Children’s Hospital Program of 2018, Title 4, Division 10, Chapter 1 (commencing with Section 7000) of the California Code of Regulations, as such regulations may be amended from time to time.

Section 1.17 – RESOLUTION means Resolution No. CHP-4E 2020-11 (Exhibit C) adopted by CHFFA on June 25, 2020. Any amendment to the Resolution shall become incorporated into this Agreement.

ARTICLE II – DELEGATION OF AUTHORITY

Section 2.1 – Pursuant to the Resolution, the Executive Director or the Deputy Executive Director, is authorized to act for and on behalf and in the name of CHFFA, including, but not limited to:

- (a) Taking all steps necessary with respect to the Grant to Grantee, including preparing and executing this Agreement and disbursing funds pursuant to this Agreement and the Regulations;
- (b) Approving any minor, non-material changes in the Project as the Executive Director or the Deputy Executive Director shall deem appropriate and authorized under the Regulations in his or her sole discretion (provided that the amount of the Grant may not be increased above the amount approved by CHFFA and contained in this Agreement);
- (c) Drawing money from the Program Fund not to exceed the amount of the Grant;
- (d) Executing and delivering to Grantee any and all documents necessary to complete the transfer of Grant funds; and
- (e) Undertaking any and all things and executing and delivering any and all documents which the Executive Director or the Deputy Executive Director deems necessary or advisable in order to effectuate the purposes of the Grant Documents and the transactions contemplated thereby.

ARTICLE III – REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and of the date of each disbursement of Grant funds to Grantee:

Section 3.1 – LEGAL STATUS. Grantee is an Eligible Hospital as defined in Section 7000(1) of the Regulations that meets the eligibility requirements of Section 7001 of the Regulations and has full legal right, power and authority to enter into this Agreement and the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents and by proper corporate action has duly authorized the execution, delivery and performance of this Agreement and the other Grant Documents to which it is a party. A true, correct and complete copy of the certified resolution of Grantee’s governing body authorizing the execution and delivery of this Agreement and the other Grant Documents to which it is a party is attached hereto as Exhibit D. Such resolution has not been amended, modified or rescinded in any manner since the date of its adoption and the same is now in full force and effect as of the date hereof.

Section 3.2 – VALID AND BINDING OBLIGATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles.

Section 3.3 – PROJECT AND ELIGIBLE COSTS. The Project and the Eligible Costs relating to the Project meet the requirements of the Regulations, including the definition of "Project" contained in Section 7000(ii) and the requirements for “Eligible Project Costs” contained in Section 7002 of the Regulations. If the Project involves funding architect, design, or engineering fees or land acquisition costs as part of an associated larger project, such larger project is expected to be completed within the timelines provided in the Application.

Section 3.4 – PROPERTY OWNERSHIP. Grantee holds good and marketable fee simple title to the real property underlying the Project (except for equipment acquisition Projects). If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, Grantee has satisfied the requirements of Section 7014 of the Regulations.

Section 3.5 – APPLICATION. To the best of Grantee’s knowledge and belief the information contained in the Application is true and correct. To the best of Grantee’s knowledge and belief no information, exhibit or report furnished to the Authority by Grantee in connection with the Application or the negotiation of this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.6 – GRANT DOCUMENTS. Grantee has access to professional advice to the extent necessary to enable Grantee to fully comply with the terms of the Grant Documents.

ARTICLE IV - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

The obligation of CHFFA to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

Section 4.1 – DOCUMENTATION. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.

Section 4.2 – REPRESENTATIONS AND WARRANTIES. The representations and warranties contained in Article III of this Agreement are true and correct as of the date of such disbursement.

Section 4.3 – NO EVENT OF DEFAULT. There shall not exist an Event of Default under this Agreement, and there shall exist no event, omission or failure of condition, which, after notice or lapse of time, would constitute an Event of Default under this Agreement.

Section 4.4 – DISBURSEMENT REQUEST. Grantee shall have delivered to CHFFA a completed Disbursement Request relating to such disbursement in form and substance satisfactory to CHFFA. The Disbursement Request shall be on official letterhead and include the amount of funds requested and copies of applicable supporting documentation justifying funds requested, and in form and substance satisfactory to CHFFA.

Section 4.5 – FUNDING CONDITIONS. Grantee shall meet all applicable funding conditions pursuant to Section 7013.1 of the Regulations, Exhibit F of this Agreement (as required under Section 7005(a)(4) of the Regulations), the Grant Award Letter, the Resolution, and this Agreement. Grantee shall obtain prior written authorization from CHFFA to make changes in the eligible use of funds that exceed ten percent (10%) of the amount of any budget line item of Attachment A of the Application (see Exhibit E-1 of this Agreement). Grantee memorializes the agreement and certification to the terms of Exhibit F of this Agreement (as required under Section 7005(a)(4) of the Regulations) submitted with the Application, as executed by an authorized officer of the Grantee.

ARTICLE V – GRANT DISBURSEMENT PROCEDURES

Section 5.1 – DISBURSEMENT PROCESS. Grantee shall make Disbursement Requests to CHFFA for disbursement of Grant funds pursuant to the requirements of Articles IV and V of this Agreement at least sixty (60) calendar days before the date such funds are needed by Grantee. Grantee acknowledges that CHFFA will make only one disbursement every ninety (90) calendar days. CHFFA may allow more frequent disbursements, at its discretion after consultation with the Grantee. CHFFA shall use its best efforts to respond to a Disbursement Request within sixty (60) calendar days after the receipt of such Disbursement Request. CHFFA shall notify Grantee in writing of any deficiencies or discrepancies in the Disbursement Request. Grantee shall not receive a disbursement until Grantee corrects any such deficiencies or discrepancies.

Section 5.2 – AMOUNT OF DISBURSEMENT. Grant funds shall be released upon receipt of Disbursement Requests made pursuant to Section 5.1 of this Agreement, which shall include credit for interest earnings on any previously released portion of the Grant and pursuant to Section 7013.1(e) of the Regulations. Grant funds shall be disbursed up to the amount of the Grant authorized under this Agreement and only for Eligible Costs. Grantee shall establish an interest bearing bank account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used given the bank statement allows for the accounting of the receipt and expenditure of Grant funds and the interest earned from these funds, separately from other funds in the account. Upon request from CHFFA, Grantee shall submit copies of all bank statements for such account or subaccount to CHFFA. All interest earned from Grant funds shall be paid to the Authority,

either by direct payment or reduction of disbursements. At the end of the Grant Period (inclusive of any extensions permitted by CHFFA per Section 7015(d) of the Regulations), any unused Grant funds revert to and shall be paid to the Authority.

Section 5.3 – DISBURSEMENT PERIOD. The initial Disbursement Request for Grant funds shall be made no later than six (6) months from date of execution of this Agreement, and all Grant disbursements shall be disbursed within the Grant Period. In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by CHFFA pursuant to Section 7015(d) of the Regulations), CHFFA may require remedies, including forfeiture and return of Grant funds to CHFFA pursuant to the Regulations, including but not limited to Sections 7015(c) and 7016 of the Regulations. In addition, if the Grant is funding architect, design, or engineering fees or land acquisition costs as part of the Project, Grantee may be required to return all Grant funds if CHFFA cannot determine that the associated larger Project has been completed, based on the timelines provided in the Application.

ARTICLE VI – AFFIRMATIVE COVENANTS

Section 6.1 – CERTIFICATE OF COMPLETION. Upon completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Completion Certificate and Final Report Form No. CHFFA 10 CHP 18-CCFR (10/2019) pursuant to Section 7015 of the Regulations. The Completion Certificate and Final Report shall be completed and submitted to CHFFA no later than sixty (60) calendar days upon CHFFA’s request.

Section 6.2 – COMPLIANCE WITH CALIFORNIA LAW. Grantee shall comply with and be bound by all laws of the State of California including Health and Safety Code Sections 1179.81, et. seq. and Regulations governing the Children’s Hospital Bond Act of 2018.

Section 6.3 – AUDIT PROVISIONS AND RECORD REQUIREMENTS. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project, and Grantee acknowledges that pursuant to Section 7017 of the Regulations, the California State Auditor and CHFFA staff may conduct periodic audits to ensure that Grantee is using the Grant consistent with the Children’s Hospital Program of 2018 requirements and the terms of this Agreement for the Project. Pursuant to Section 7017(b) of the Regulations, Grantee shall retain all Children’s Hospital Program of 2018 documentation and financial data necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of completion of the Project has been submitted to CHFFA or until June 30, 2036, whichever is later. Equipment records shall be maintained accurately and shall include a description of the equipment; manufacturer’s serial number; model number or other identification number; source of funding for the equipment, including the award number; acquisition date; unit acquisition cost; current location; and ultimate disposition data, including date of disposal.

Section 6.4 – LITIGATION. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened administrative action or litigation related to the Project in which the amount claimed is in excess of twenty five thousand dollars (\$25,000).

Section 6.5 – NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty five thousand dollars (\$25,000).

Section. 6.6 – RELEASE. Grantee shall waive all claims and recourse against CHFFA including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, Grantee’s use of the Grant funds, Grantee’s business operations, or the Project. The provisions of this Section 6.6 shall survive termination of this Agreement.

Section 6.7 – INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 6.7 shall survive termination of this Agreement.

Section 6.8 – NON-DISCRIMINATION CLAUSE. Grantee and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee and its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Section 6.9 – PROJECT COMPLETION. The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

Section 6.10 – PAYMENT OF RENT. If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).

Section 6.11– AFFILIATION AGREEMENTS. The Grantee shall provide notice to CHFFA and the State Treasurer’s Office at least sixty (60) days before the estimated execution or effective date of any affiliation agreement to which the Grantee may be a party. CHFFA may require the Grantee to monitor and inform CHFFA of the use of the Project and expenditure of Grant funds during the period commencing on the effective date of this Agreement and ending on the earlier of the end of the reasonably expected useful life of the Project or twenty-five (25) years after the effective date of this Agreement. The provisions of this Section 6.11 shall survive termination of this Agreement.

ARTICLE VII - NEGATIVE COVENANTS

Grantee further covenants that so long as this Agreement is in effect, Grantee will not without prior consent of CHFFA:

Section 7.1 – USE OF FUNDS. Use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA pursuant to Section 7011 of the Regulations.

Section 7.2 – CHANGE IN PROJECT. Make any changes to the Project as described in the Application or any of the Grant Documents.

Section 7.3 – DISPOSE OF PROJECT. Dispose of Project or any part thereof before the end of the useful life of the Project. Any determination of the useful life of a Project shall be based upon the values contained in the most recent edition of a publication generally accepted by the hospital industry (such as the American Hospital Association publication entitled "Estimated Useful Lives of Depreciable Hospital Assets") for the year that the Project was put into service.

ARTICLE VIII – DEFAULT AND REMEDIES

Section 8.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- (a) If any representation or warranty made by Grantee, or anyone acting on its behalf, hereunder or under any of the other Grant Documents shall prove to be incorrect in any material respect;
- (b) Grantee's failure to perform any term or condition of this Agreement or any of the other Grant Documents or comply with any other agreements between Grantee and CHFFA relating to this Project;
- (c) Any substantial or continuous breach by Grantee of any material obligations of Grantee imposed by any agreements other than the Grant Documents with respect to the Project;
- (d) If at any time the Executive Director, the Deputy Executive Director, or CHFFA determines the use of Grant funds was not consistent with the Children's Hospital Program of 2018 requirements pursuant to Section 7016 of the Regulations; or
- (e) If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, and the lease agreement terminates prior to the end of the useful life of the Project under the Grant, and the property that was subject to the lease agreement is not simultaneously released under a new lease agreement that complies with the requirements of Section 7014 of the Regulations, or fee title to the property that was subject to the lease agreement is not simultaneously transferred to the Children's Hospital.

Section 8.2 – NOTICE OF GRANTEE’S DEFAULT AND OPPORTUNITY TO CURE.

- (a) Grantee shall provide written notice to CHFFA within thirty (30) calendar days of any Event of Default by specifying: (1) the nature of the event or deficiency giving rise to the Event of Default, (2) the action required to cure the Event of Default, if an action to cure is possible, and (3) a date, by which such action to cure must be taken.
- (b) CHFFA shall give written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency giving rise to the Event of Default, (2) the action required to cure the Event of Default, if an action to cure is possible, and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, except with respect to a monetary Event of Default, so long as Grantee has commenced to cure within such time, then Grantee shall have a reasonable period thereafter within which to fully cure the Event of Default.

Section 8.3 – REMEDIES. If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies pursuant to Section 7016 of the Regulations and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement.

ARTICLE IX – MISCELLANEOUS

Section 9.1 – AMENDMENTS. This Agreement may be amended, changed or modified, by agreement of Grantee and CHFFA.

Section 9.2 – ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

Section 9.3 – NOTICES. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

- (i) If to Grantee:

Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, CA 93306
Attention: Chief Executive Officer

(ii) If to the Authority:

California Health Facilities Financing Authority
915 Capitol Mall, Suite 435
Sacramento, California 95814
Attention: Executive Director

Section 9.4 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 9.5 – GOVERNING LAW, VENUE. This Agreement shall be construed pursuant to and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived by the Authority) be filed and maintained in Sacramento County, Sacramento, California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in day and year first hereinabove written.

GRANTEE:
KERN MEDICAL CENTER

By: _____ Date: _____
Russell Bigler, Chairman, Board of Governors
Kern County Hospital Authority

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

By: _____ Date: _____
Frank Moore, Executive Director

Exhibit A
GRANT AWARD LETTER



CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

915 Capitol Mall, Suite 435
Sacramento, CA 95814
p (916) 653-2799
f (916) 654-5362
chffa@treasurer.ca.gov
www.treasurer.ca.gov/chffa

MEMBERS

FIONA MA, CPA, CHAIR
California State Treasurer

BETTY T. YEE
State Controller

KEELY MARTIN BOSLER
Director of Finance

JUDITH N. FRANK

JAY HANSEN

ROBERT CHERRY, M.D.

OSCAR SABLAN, M.D.

KATRINA KALVODA

KERI KROPKE

EXECUTIVE DIRECTOR
Frank Moore

July 6, 2020

Erica Easton
President, Kern Medical Foundation
Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, California 93306

RE: Children's Hospital Program of 2018
Final Allocation (CA Code of Regulations, Title 4, Section 7010)
Kern Medical Center
Total Approved Final Allocation: \$9,289,941.38

Dear Ms. Easton:

I am pleased to inform you that the California Health Facilities Financing Authority (Authority) approved a final allocation to Kern Medical Center under the Children's Hospital Program of 2018 (Program) at its June 25, 2020 meeting.

The final allocation amount is as follows:

Approved Gross Grant Award:	\$9,289,941.38
Less Administrative Costs (\$10.00 per \$1,000 of the gross grant award):	(92,899.41)
Less Cost of Issuance (\$0.75 per \$1,000 of the gross grant award):	(6,967.46)
Net Grant Award:	<u>\$9,190,074.51</u>

Please be advised that funding of this grant is conditioned upon meeting certain requirements as specified in the Program regulations, including signing a grant agreement, submitting disbursement requests, and providing requested documentation acceptable to the Authority prior to disbursement of funds for eligible costs. The Authority reserves the right to modify or cancel the commitment of grant funds upon failure to execute a grant agreement or other failure to comply with the Program regulations. The Authority also may modify or cancel the grant award if it becomes aware of any matter which, if known at the time of Application review and approval, would have resulted in the rejection of the Application or the grant not being approved. Additionally, funding of this grant is always contingent upon the State of California's ability to issue bonds to support the Program. Pursuant to Section 1179.87(g) of the Health and Safety Code, the above grant shall only be available if the Authority determines it has sufficient money available in the Children's Hospital Bond Act Fund. The Authority is not liable in any manner whatsoever should such funding not be provided for any reason.

Kern Medical Center

July 6, 2020

Page 2

Ciprian Ungureanu will serve as the Grant Officer and will assist you throughout the grant period. He will contact you shortly to discuss your project and the next steps, including the grant agreement process. Whenever there are material changes to your project, please contact him right away.

Should you have any questions or concerns, please do not hesitate to contact Ciprian at (916) 653-1767 or Ciprian.Ungureanu@treasurer.ca.gov, or Yuanyuan Wei, Program Manager at (916) 653-3839 or Yuanyuan.Wei@treasurer.ca.gov.

In closing, on behalf of the Authority, I congratulate you and wish you complete success on the project.

Sincerely,

A handwritten signature in blue ink, appearing to be 'FM' or similar initials, written in a cursive style.

Frank Moore
Executive Director

Exhibit B
GRANT FUNDS DISBURSEMENT CERTIFICATION

California Health Facilities Financing Authority (“CHFFA” or the “Authority”)
915 Capitol Mall, Suite 435
Sacramento, CA 95814

RE: Disbursement of Grant funds for Kern Medical Center (“Grantee”) under this Grant Agreement number EH-11-KMC-01-04 between CHFFA and Grantee.

On behalf of Grantee, Russell V. Judd, Chief Executive Officer, requests from CHFFA the periodic disbursement of Grant funds totaling no more than \$9,190,074.51 as allowed by the Grant Documents, and certifies and attests to the following:

- a. To whom payments shall be made. Payments from CHFFA to Grantee shall be directed to the following interest bearing account at the wiring address specified here:

Bank Routing No.:	ABA#043000096
Bank Account No.:	1077769787
Bank Name:	PNC Bank
Beneficiary Name:	Kern Medical Center
Type of Bank Account:	Interest Bearing Checking Account

- b. The purpose(s) for which such payments are to be made, including all that apply:

- 1) For all Projects with the exception of equipment acquisition or real property acquisition Projects, Grantee hereby certifies that all supporting documentation has been or will be submitted to CHFFA prior to disbursement of Grant funds with a copy of the executed construction contract and building permits, if documentation was not submitted with the Application.
- 2) For Projects that include architect, design and engineering fees to be paid with Grant funds, Grantee hereby certifies that all applicable executed architect, design and engineering contracts have been or will be provided to CHFFA prior to disbursement of Grant funds.
- 3) For real property acquisition Projects, Grantee hereby certifies that a copy of the executed purchase and sale agreement and a copy of an appraisal, the appraised value of which (when added to the amount of reasonable transaction and closing costs) shall not be less than the sum of the Grant and all other funding sources necessary to acquire the Project, has been provided to CHFFA. Grantee hereby also certifies that the appraisal provided to CHFFA was no older than six months from the date of the executed purchase and sale agreement and was completed by a state certified appraiser.
- 4) For equipment acquisition Projects, Grantee hereby certifies that all contracts, purchase orders, invoices, and copies of cancelled checks have been or will be submitted to CHFFA prior to disbursement of Grant funds. If the Grantee does not provide copies of cancelled checks, the Grantee shall provide wire transfers, electronic fund transfers, or other evidence acceptable to CHFFA in lieu of cancelled checks.

- 5) Grantee hereby certifies that it holds good and marketable fee simple title to the real property underlying the Project (except for equipment acquisition Projects). If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, Grantee hereby certifies that it has satisfied the requirements of Section 7014 of the Regulations.
- 6) Grantee hereby certifies that it has executed and delivered to CHFFA this Agreement.
- 7) Grantee hereby certifies that the Grant amount does not exceed the cost of the Project.
- 8) Grantee hereby certifies that if funding sources other than the Grant are required to complete the Project, Grantee will provide proof of the funding source, (commitment letters, board approved capital campaign plans or any other documentation acceptable to the Authority). Such documentation shall be in accordance with Project timeline and budget. The source and the dollar amount of these other funds as specified in the Application are as follows:

Hospital Funds..... \$5,659,925.49

- 9) Grantee hereby certifies that if the Project benefits both nonpediatric and pediatric patients, the Grant funds shall be limited only to the proportionate cost of providing care to the pediatric patients.
- 10) Grantee hereby certifies that it will provide evidence prior to disbursement of Grant funds that the Project has no outstanding issues related to the California Environmental Quality Act and any other applicable law.
- 11) Grantee represents and warrants that if Grantee intends to change at any point in the Grant Period the eligible use of funds in excess of ten percent (10%) of any budget line item of Attachment A of Grantee's Application (also at Exhibit E of the Grant Agreement), Grantee shall request and receive written authorization from CHFFA in advance of such change.
- 12) Grantee agrees that all requests for disbursements shall be submitted in a form acceptable to CHFFA, with documentation supporting eligibility of each cost and accompanied by a completed Disbursement Request that is required pursuant to Section 4.4 of this Agreement.

GRANTEE:
KERN MEDICAL CENTER


By: _____
Russell V. Judd, Chief Executive Officer

Date: _____

Exhibit C
RESOLUTION
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

I hereby certify that the attached is a true and exact copy of Resolution No. CHP-4E 2020-11 adopted by the California Health Facilities Financing Authority on June 25, 2020 for Kern Medical Center (Children's Hospital Bond Act of 2018).

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

BY 

Frank Moore
Executive Director

Date: June 25, 2020

RESOLUTION NO. CHP-4E 2020-11

**RESOLUTION OF THE CALIFORNIA HEALTH
FACILITIES FINANCING AUTHORITY APPROVING
EXECUTION AND DELIVERY OF GRANT FUNDING
UNDER THE CHILDREN'S HOSPITAL PROGRAM OF 2018
TO KERN MEDICAL CENTER**

WHEREAS, the California Health Facilities Financing Authority (the "Authority"), a public instrumentality of the State of California, is authorized by the Children's Hospital Bond Act of 2018 (Pt. 6.3 (commencing with Section 1179.81), Div. 1, Health and Safety Code; hereafter the "Act") and implementing regulations to award grants from the proceeds of general obligation bonds in an amount not to exceed \$15,000,000.00, less the bond issuance and administrative costs to Kern Medical Center (the "Grantee") to finance eligible projects; and

WHEREAS, Authority staff reviewed the Grantee's application against the eligibility requirements of the Act and implementing regulations and, pursuant to the Act and implementing regulations, recommends approval of a grant in an amount not to exceed \$9,289,941.38, less bond issuance and administrative costs, to the Grantee for the eligible project (the "Project") described in the application;

NOW THEREFORE BE IT RESOLVED by the California Health Facilities Financing Authority, as follows:

Section 1. The Authority hereby approves a grant of \$9,289,941.38, less bond issuance and administrative costs, to the Grantee to complete the Project as described in the Children's Hospital Program Application and Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference) within a grant period that ends on November 30, 2024.

Section 2. The Executive Director and the Deputy Executive Director are hereby authorized, for and on behalf of the Authority, to approve any minor, non-material changes in the Project described in the application submitted to the Authority and extend the grant period completion date identified in Section 1 as authorized under the Act and implementing regulations. However, any extension approved by the Executive Director and the Deputy Executive Director shall not surpass the grant resolution expiration date. Nothing in this Resolution shall be construed to require the Authority to provide any additional funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be completed for any reason whatsoever.

Section 3. The Executive Director and the Deputy Executive Director are hereby authorized and directed, for and on behalf of the Authority, to draw money from the Act Fund not to exceed those amounts approved by the Authority for the Grantee. The Executive Director and the Deputy Executive Director are further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the transfer of funds that are consistent with the Act and implementing regulations.

Section 4. The Executive Director and the Deputy Executive Director are hereby authorized and directed, for and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents, which the Executive Director and the Deputy Executive Director deem necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 5. This Resolution expires November 30, 2025.

Date Approved: June 25, 2020

EXHIBIT A

PROJECT DESCRIPTION

The proceeds of the grant will be used by Kern Medical Center to fund the eligible pediatric portion of the costs of constructing/renovating the inpatient pediatric unit and the Columbus Pediatric Outpatient Clinic and expanding the pediatric emergency room. Proceeds of the grant also will be used to repair broken elevators, purchase NICU equipment, equipment for the ENT clinic, and patient care equipment for the inpatient Pediatric Unit and pediatric emergency room.

Exhibit D

CERTIFIED RESOLUTION OF GRANTEE'S GOVERNING BOARD

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

In the matter of:

Resolution No. 2020-008

**ACCEPTANCE OF GRANT PROCEEDS
FROM THE CHILDREN'S HOSPITAL
BOND ACT OF 2018**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director Pelz, seconded by Director Brar, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 19th day of August, 2020, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES: Berjis, Bigler, Brar, McLaughlin, Pelz, Sistrunk

NOES: None

ABSENT: Alsop

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.) provides that the Kern County Hospital Authority (“Authority”) has the power “*to participate in, contract for, and to **accept**, gifts, **grants**, and loans of funds, property, or other aid or finance opportunity in any form **from** the federal government, the state, **a state agency**, or other source or combination thereof, as otherwise would be available to a public, government, or private entity and to comply, subject to this chapter, with the terms and conditions thereof.*” (Health & Saf. Code, § 101855(a)(13).) (Emphasis added.); and

(b) On June 25, 2020, the California Health Facilities Financing Authority adopted Resolution No. CHP-4E 2020-11 approving a grant in the amount of \$9,289,941.38, less administrative costs and costs of issuance (“Grant Award”), to Kern Medical Center, to expand or improve health care access by children eligible for governmental health insurance programs and indigent, underserved, and uninsured children; and

(c) As a condition to receiving the Grant Award, the Board of Governors must provide the California Health Facilities Financing Authority a true, correct, complete and certified copy of a resolution adopted by the Board of Governors as the governing body of Kern Medical Center; and

(d) The Board of Governors has received information about the terms and conditions of the Grant Award from the California Health Facilities Financing Authority, attached hereto and incorporated herein by this reference as Exhibit “A”, and intends to accept said terms and conditions of the Grant Award; and

(e) It is in the best interest of Kern Medical Center that the Board of Governors accept the Grant Award.

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

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

2. This Board hereby accepts all terms and conditions of the Grant Award in the amount of \$9,289,941.38, less administrative costs and costs of issuance, on behalf of the Kern Medical Center, and expressly authorizes and directs the Chief Executive Officer, to carry out any duties necessary to effectuate acceptance on behalf of Kern Medical Center, including but not limited to the execution and delivery of the grant agreement and other relevant documents as may be necessary.

3. This Board hereby authorizes the Chief Executive Officer to appoint Erica Easton to administer the Grant Award on behalf of Kern Medical Center.

4. This Board hereby authorizes the Chief Financial Officer to establish an interest bearing account to deposit the Grant Award for purposes of payments of project expenditures to better track the accounting of the receipt and expenditure of the Grant Award.

5. The provisions of this Resolution shall be effective, in force, and operative as the 19th day of August, 2020.

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

Chief Executive Officer
Chief Financial Officer
Legal Services Department
California Health Facilities Financing Authority
Erica Easton

Exhibit E

PROJECT DESCRIPTION

The Project Description, as described in Exhibit A to the Authority's June 25, 2020 Resolution No. CHP-4E 2020-11 is as follows:

The proceeds of the grant will be used by Kern Medical Center to fund the eligible pediatric portion of the costs of constructing/renovating the inpatient pediatric unit and the Columbus Pediatric Outpatient Clinic and expanding the pediatric emergency room. Proceeds of the grant also will be used to repair broken elevators, purchase NICU equipment, equipment for the ENT clinic, and patient care equipment for the inpatient Pediatric Unit and pediatric emergency room.

Attached to this Exhibit E as Exhibit E-1 are Grantee's response to Section C (Project Description), Section D (Project Readiness and Feasibility), and Attachment A (Sources and Uses of Funds) of the Grant Application. Exhibit E-2 is a summary budget that provides line item descriptions of the uses of grant funds, subject to verification of eligibility.

Partial disbursements of this grant award may be paid, pursuant to the release of funds provisions of Section 7013.1 of Children's Hospital Program of 2018 Regulations.

EXHIBIT: E-1

Project Description

How well the Project contributes to both of the following: (Maximum 60 points)

A. Expansion of Health Care Access or Improvement of Health Care Access by children eligible for Governmental Health Insurance Programs and Indigent, Underserved, and Uninsured children. (Maximum 30 points)

i. Include a narrative description and statistics of how the Project contributes towards Expansion of Health Care Access or Improvement of Health Care Access to children eligible for Governmental Health Insurance Programs and Indigent, Underserved, and Uninsured children. As part of the narrative and statistics include:

As a safety net and the designated public hospital for Kern County, we have the unique opportunity to serve the most vulnerable in our community and care for the most complex and critical cases. We are the largest health care service provider in our community, committed to providing compassionate, high-quality care to everyone who needs it. Many of our patients and their families suffer from poverty and lack the resources needed to access necessary health care. Our goal is to expand and improve our facilities to help improve access, diagnosis and treatment, and help increase preventative care for our Pediatric patients.

At Kern Medical, we believe that **Every Kid** should have access to comprehensive care. We have developed a plan that will allow us to better serve children in our community and provide them with health care resources needed to support their wellbeing by making access to care easier, faster and more effective.

We are proposing a project that will contribute to increasing access to health care for families in Kern County by expanding our outpatient, inpatient pediatrics unit, neonatal intensive care unit and our Emergency Department to help provide our pediatric patients with a suitable environment that will allow for improved treatment and healing.

Currently, 20% of our Emergency Department patients are children, but we don't have designated rooms for them. Because of the design in our ED, children who seek medical attention have to wait and be treated in the same areas as everyone else. We have one of the busiest trauma centers in California, since we serve the entire Southern Central Valley. Having a safe secure place, just for kids would help isolate our tiny patients from the average of 10 trauma activations that are called each day.

It is critical for Kern Medical to make all the necessary changes to continue to be able to provide tailored, high-quality care for Kern County kids. Our goal is to provide our inpatient pediatric unit with all the tools necessary to be able to care for our patients. Our hope is to make improvements to both our Emergency Department and Pediatric unit to help advance the way we currently care for our younger patients by utilizing all the space available in these areas, making our services more efficient and effective. In addition, we hope to update our equipment to aid us in accessing better screening results and improve preventative care outcomes.

a. The hospital's current capacity and/or quantity and scope of Pediatric Services provided, including but not limited to, the number and type/usage of pediatric beds, space (e.g. square feet, rooms, etc.) for outpatient/other services, and/or equipment, as applicable.

Kern Medical provides pediatric services at four main locations: Columbus Outpatient Pediatric Clinic, Inpatient Pediatrics, Neonatal Intensive Care Unit and the Emergency Department. Our outpatient clinic provides services such as immunizations, flu shots, well check visits, health screenings, as well as child specialist clinics such as gastroenterology and nephrology. Our outpatient pediatric clinic staff see approximately 25,000 patients annually. This clinic currently has 22 patient rooms (9.5FT x 9.5FT) with a waiting room capacity of 33. The plan we have developed would include an expansion of the waiting area, allowing for a separate waiting area for our critically or chronically ill children.

We care for approximately 75 children who are critically and chronically ill each month. Currently, the waiting area in our outpatient clinic serves as a waiting area for both well and sick children. The expansion of our waiting area alone will help staff maximize the number of appointments scheduled by allowing the scheduling of various services without having to worry about limiting appointments to our ill children due to concerns about exposure to other illnesses.

Our Pediatrics unit provides an extensive range of inpatient services and treatment of the most difficult and life-threatening illnesses. Our pediatric services based at Kern Medical includes specialty care in cardiology, hematology/oncology, and neonatology. Our inpatient services provide care for an average of 5-7 patients per day. This unit currently has 6 rooms with 1 bed, 2 larger rooms with 2 beds, and a playroom.

Our neonatologists provide care for the neonatal services, which include the neonatal intensive care unit and normal newborn nursery. Our NICU currently has 28 beds, averages about 50-60 newborns per month, with 350 per month for normal newborns. We are proposing to make some constructional changes to the unit that would allow us to expand our unit to 11 beds and relocate the nursery closer to the mother-baby unit.

Kern Medical's Emergency Department sees a high number of pediatric patients, making up approximately 20% of all ED visits. As a safety net hospital, and only trauma center between Fresno and Los Angeles, many of the people we care for are violent crime victims seeking trauma services, indigent people, and the very ill. With such a diverse population going in and out of our ED, it is crucial to provide our pediatric patients with an environment in which they feel safe and one in which we can minimize exposure to other illnesses. The proposed expansion of our ED would allow for us to have a designated room in that unit where we would be able to use a designated area to care and treat children.

b. The total number of pediatric patients as well as those who are eligible for Governmental Health Insurance Programs and Indigent, Underserved, and Uninsured children served in the last fiscal/calendar year, presented in the format of Chart Number 1, Column A, below.

Nearly all of the Pediatric Patients that we serve are either eligible for Governmental Health Insurance Programs or are Indigent, Underserved or Uninsured. Of the total Pediatric Patients (21,426) – 96% are either eligible for Governmental Health Insurance Programs or are Indigent, Underserved or Uninsured.

c. How the Project will contribute towards the expansion or improvement and the anticipated capacity and/or quantity and scope of services provided after Project implementation, including but not limited to, the number and type/usage of pediatric beds, space, and/ or equipment added, as applicable.

Columbus Pediatrics Clinic is a high-traffic clinic that provides a variety of different services for more than 25,000 pediatric patient visits each year. Many of our patients come from large families and our current waiting areas are insufficient to accommodate them. The current COVID pandemic has further highlighted the lack of adequate space to separate families from each other to keep their kids safe.

This clinic is in desperate need of renovations and equipment to keep up with the demands of our community. This outpatient location has a high number of patients who are critically and chronically ill, making these renovations and updates an even higher priority. With the expansion and addition of a separate waiting area for sick children, we are increasing access to care for those who are well by giving them a safe environment to wait during appointments, without compromising their health. Our project proposal will allow our tiniest patients to go into a space feeling safe and provide a welcoming environment that appeases to every child.

The current space in our Pediatric unit allows treatment and care for a maximum of 10 patients with a layout designed very poorly. The current layout of the unit allows only a couple rooms be visible from the nursing station, which can be very critical in case of an emergency. Our proposed project will not only bring additional space to treat and care for one more patient, the new redesigned space will also allow for our staff to better care for our patients by granting easier access and visibility to all patient rooms from one centralized location.

With the project implementation we are proposing for the expansion and changes to our ED space, we will be able to better-serve children in Kern County. Our pediatric patients will have their own treatment room, allowing us to provide a safe place for them, separate from inmates, homeless, and trauma patients, as well as help minimize exposure of other serious illnesses. In addition, the proposed Negative Pressure room would be used to isolate children being treated in our ED.

Updating the pediatric equipment used across our organization, including that at our Columbus Clinic, ED, NICU and Pediatric unit will allow us to improve the access of care given to families in Kern County by being able to keep more children in Kern County through the additional resources we provide. Having robust access to state of the art equipment will allow children to receive care at our facility, rather than having families traveling long distances to receive treatment, tests, and care. Access to reliable and innovative technology and equipment removes an enormous burden on families, especially those with limited resources who do not have the means to travel.

The addition of Telehealth services will allow us to better reach all areas of Kern County. Nearly all of our families have significant burdens, such as transportation challenges that make accessing care difficult. Especially considering the enormous size of Kern County, which spans 8,163 square miles. Telehealth will allow us to provide access to primary and specialty care for kids throughout Kern County.

d. The total number and percentage of additional pediatric patients as well as those that are eligible for Governmental Health Insurance Programs and Indigent, Underserved, and Uninsured children

that are projected to be served as a result of the implementation of the Project in a given fiscal/calendar year, presented in the format of Chart Number 1, Column B, below.

With the implementation of Every Kid at Kern Medical, we will be able to serve a total of 27,638 children or a 15% increase for those that are eligible for Governmental Health Insurance Programs and Indigent, Underserved or Uninsured children.

c. Any cultural, language, geographical or other barriers that the Project addresses to improve accessibility for children.

As a safety net and designated public hospital, we have the unique opportunity to care for the most vulnerable in our community. More than 50% of the of the population that we serve are Spanish speaking, and nearly all of our patients suffer from poverty and lack resources to easily access health care. Whether that be lack of means of travel to and from appointments, lack of ability to communicate effectively with health care providers, or simply not having additional resources to help them navigate through their health care.

Many of the people we serve are geographically located on the East Side of Bakersfield, close to our facility and clinic, making it even more important to focus on expanding and improving the pediatric services we provide at our locations so that children from all areas of Kern County may have reliable care close to home.

The expansion and addition of new scope of services will help support the needs of our community, especially those who cannot travel to other areas of town to receive the care they need, by continuing to provide various pediatric services under one roof.

Having such a diverse population to serve, all of the projects that we develop and execute include signage and wayfinding that is in both English & Spanish, and we will continue to apply that to our **Every Kid Pediatric Program**. We work closely with our marketing team to ensure that materials are both informative and culturally relevant. We also consult with a hospital leadership group, Mujeres en Medicina, to ensure that we are creating easy to understand communication that is culturally meaningful and appropriate.

Chart Number 1 -Utilization Statistics		
	21,426	3214 15%
	19,106	2,866 15%
	283	n/a 0%
	252	n/a 0%
	881	132 15%

*Underserved – Those with Medi-Cal Restricted eligibility.

B. Improvement of Child Health Care or Improvement of Pediatric Patient Outcomes.
(Maximum 30 points)

i. Include a narrative description, specifics, and statistics of the ways the Project contributes towards the Improvement of Child Health Care or Improvement of Pediatric Patient Outcomes.

Kern Medical prides itself on providing high-quality care to everyone who seeks medical attention at our facilities. Being able to serve the most vulnerable people in our community and provide compassionate care that improves the health of people who need it the most is at the core of what we do. **Every Kid** at Kern Medical will support the improvement of outcomes by allowing our services be transformed into more accessible and efficient health care. With an improved layout design to our pediatric waiting area at the Columbus Pediatric Clinic, children who seek services are cared for in a way that does not compromise their health. By having two separate waiting areas for the well and the ill, we improve the outcomes of a child's health by minimizing exposure to other illnesses, especially for those who have a compromised immune system and/or are critically ill. Our goal is to continue to care for all children, providing them with a safe place to wait for their care.

The improvements and expansion in both the ED and in our inpatient unit will help improve the efficiency of the admitting process while providing treatment and care in an environment that is suitable for a child. Making the proposed constructional changes to these areas of the hospital is critical in being able to improve the outcomes of care – it allows our staff to provide a higher level of pediatric care by isolating the children and caring for them in an area that is designated to screen, treat, and care for children. This designated space will have designated equipment to use only on pediatric patients, allowing for easier and faster access to tests, x-rays, and treatment.

Just as critically important to help improve the outcomes of our pediatric patients, is the need to purchase newer and reliable equipment. As the safety net and designated county hospital for Kern County, we care for all who seek medical care at our facilities, regardless of ability to pay. Therefore, our capital dollars and resources are tied up in many other areas of the hospital. With little to no additional money, Kern Medical is unable to purchase up-to-date equipment. A lot of the equipment used in our pediatric units are constantly in need of repairs or is shared with other departments. Having designated equipment that is readily available to use by our pediatric unit is critical in improving the health outcomes of the children we care for because it allows for faster diagnosis, therefore, leading to faster treatment – which could be lifesaving.

The equipment proposed for our NICU will aid us in increasing the number of patients we care for. Currently, we have 2 OMNIbeds, 7 Giraffe Isolettes, and 9 warmers that are more than 10 years old. The addition of more OMNIbeds, Isolettes and warmers will increase the number of newborns we are able to care for and will provide them with a higher level of care. Our goal is to have access to all necessary tools to help save the lives of our tiniest patients.

An exclusive human milk diet is critical to the overall health of a newborn. This is especially important for babies who spend their first days or months in the NICU. The Breast Milk Module will allow our staff to scan and track all the breast milk that is used, making the process safer and more efficient.

a. If the Project improves upon targeted evidence-based measures that focus on quality improvement, including but not limited to, the Centers for Medicare and Medicaid Services (CMS) Core Set of Children's Health Care Quality Measures, National Committee for Quality Assurance (NCQA) measures, Centers for Disease Control and Prevention (CDC) measures, include the specific quality measure(s), source of measure(s), and how the Project would improve upon the measure(s).

Below are some of the additional Pediatric metrics that we currently use to to evaluate the success of our Pediatric Programs. These are many of the metrics that have been determined to be relevant to improving the health of the pediatric population.

PRIME Metrics:

Alcohol and Drug Misuse (12 and older)

Depression Remission or Response for Adolescents and Adults (12 and older)

REAL Data Completeness (any age)

Influenza Immunization (6 months and older)

Exclusive Breast Milk Feeding

Reconciled Medication List Received by Discharged Patients (any age)

QIP Metrics:

Asthma Medication Ratio (ages 5-64)

Children and Adolescent Access to PCP

Immunizations for Adolescents

Childhood Immunization Status Combination 10

Contraceptive Care - All Women Most and Moderately Effective Methods (ages 15-44)

Chlamydia Screening in Women (ages 16-24)

Well-Child Visits in the First 15 Months of Life

Prevention of Central Venous Catheter-Related Bloodstream Infections (any age)

ii. Provide a narrative description of how the Project improves the reliability and sustainability of the Pediatric Services through the update of equipment or facility(ies).

Throughout nearly every clinical area of Kern Medical, we have outdated or end of life equipment. Prior to our current administration, Kern Medical spent decades with very little maintenance on the physical structure of the hospital or on planning for equipment replacement. Over the past 6 years, we have worked to identify and projects that will have the most meaningful impact on the vulnerable patients that we care for each day.

Due to limited financial resources and funding, a lot of the equipment used for pediatric patients such as the jaundice meters and hearing machines are shared among the ED, pediatric and postpartum unit, making it difficult to have immediate access to the equipment when needed. Critically important to help improve the reliability and sustainability of our pediatric services, is the need to purchase newer and reliable equipment. Updating our equipment would allow for better

results in diagnostics, having a significant impact on the end-results of treatment for our pediatric patients.

As the largest health care service provider in Kern County, we are high traffic facilities, making it critical to have access to reliable resources and equipment for both our staff and visitors to use. One of the most utilized areas in our hospital are the Main and Emergency Department Entrances, both only having immediate access to our East Wing elevators. These elevators provide access to our fourth floor, which holds both the NICU and Pediatrics. It is also the access point for children who need either inpatient or outpatient surgery. Of the three elevators, two are constantly breaking down and needing repairs. The unreliability of the elevators is bringing many concerns surrounding the ability to have quick access to critical areas of our hospital. Without repair, we will eventually lose all access to these essential areas of the hospital.

Kern Medical provides a wide range of services throughout our organization. Since we serve a large number of patients, it is critical to update our equipment and have reliable results from the use of the equipment. A perfect example is our MRI – we currently only have one, and unfortunately, it is always in need of repairs and the quality of the imagining is very poor. A new MRI will provide more timely results, provide better diagnostic capability, be more reliable, and decrease the need to rescan. Our current MRI is unable to accommodate obese patients, which are oftentimes children. In Kern County, 21.6% of teens and 23.4% of children are overweight. These are both significantly higher than State of California averages.

How well the Applicant does any or all of the following: (Maximum 40 points)

A. Provides Uncompensated Care or Undercompensated Care to Indigent or public pediatric patients. (Maximum 20 points)

i. Include data and accompanying narrative description on the following:

a. The uncompensated care costs and the percent of uncompensated care costs to total operating expenses extracted from the most recent annual Hospital Disclosure Report.

Uncompensated Care Costs (UCC)	2018
Charity-Other	-\$1,719,859
Charity-Other+Bad Debt	3,117,541
Charity-Other+Bad Debt+County Indigent Program Contractual Adjustments (CIP Cont. Adj.)	9,822,739

UCC% of Operating Expenses	2018
Charity-Other % of Operating Expenses	-.54%
Charity-Other+Bad Debt % of Operating Expenses	.98%
Charity-Other+Bad Debt+ CIP Cont. Adj. % of Operating Expenses	3.07%

We have calculated the allocation for Pediatrics Charity Care by the following:

$$\$9,822,739 \text{ Total Charity} \times 14.6\% \text{ (Pediatric Population)} = \$1,434,120$$

ii. A narrative description of the infrastructure that currently exists to assist the families of pediatric patients in finding alternative sources of health care coverage. For example, the hospital patient financial workers providing hospital presumptive eligibility for Medi-Cal, county eligibility staff operating onsite to provide assistance to families of pediatric patients, etc.

As the safety net hospital for all of Kern County, we are privileged to care for every child regardless of residency status or ability to pay. Although the County of Kern has not provided any personnel to help assist Kern County residents in a hospital setting for over two years and despite our limited resources, assisting and linking all of our patients to resources is of utmost importance to us. We have specially trained Health Benefit Advisors in the Emergency Room, Inpatient Registration and Outpatient Clinics, ready to navigate families through all available resources.

Parents are interviewed by an available Health Benefit Advisor to ensure that they have coverage. If they do not, they help initiate Medi-Cal coverage, as well as Hospital Presumptive Eligibility. We also work with Health Advocates, a 3rd party vendor that helps those that are not eligible for county assistance and have residency status concerns.

In addition, we extend our services to link pediatric families to other resources available to them. We work with case management to ensure that all their needs are met, including housing etc. For instance, in cases in which a child with a disability is born at Kern Medical, we help initial an SSI and SSDI application, if applicable. We also help determine CCS eligibility.

These complex processes can be frightening for our patients, especially when they have communication barriers such as language or education. Our dedicated staff is ready to do everything they can to help navigate patients through the process from beginning to end.

B. Provides services to Vulnerable Pediatric Populations. (Maximum 15 points)

a. The gross patient revenue (by payor) extracted from the most recent annual Hospital Disclosure Report filed with OSHPD pursuant to the "Accounting and Reporting Manual for California Hospitals", California Code of Regulations, title 22, Section 97018.

<u>Gross Patient Revenue (by Payor)</u>	<u>2018</u>	<u>2018</u>
Medi-Cal less CCS (Traditional and Managed Care)	\$457,640,895	54%
CCS (Traditional and Managed Care)	\$28,213,518	3%
County Indigent Program	\$18,009,430	2%
Other Third Parties (Traditional and Managed Care)	\$201,463,389	24%
Other Payors (Indigent)	\$38,327,882	4%
Other Payors (All Other Payors)	\$114,478,814	13%
Total	\$858,133,928	100%

<u>Deductions from Gross Patient Revenue (by Payor)</u>	<u>2018</u>	<u>2018</u>
Medi-Cal Cont. Adj-Trad	\$191,509,653	35%
Medi-Cal Cont. Adj-Mng Care	\$207,588,016	39%
County Indigent Program (Correctional Medicine)	\$18,009,430	4%
Other Third Parties (Traditional and Managed Care)	\$69,723,494	13%
Other Payors (Indigent)	\$3,439,587	1%
Other Payors (All Other Payors)	\$45,306,371	8%
Total	\$535,576,551	100%

Net Patient Revenue: \$858,133,928 - \$535,576,551 = \$322,557,377

b. The gross pediatric patient revenue or gross revenue for Pediatric Services (by payor).

Gross Pediatric Patient Revenue (by Payor)	2019	2019
Medi-Cal less CCS (Traditional and Managed Care)	\$66,815,571	55%
CCS (Traditional and Managed Care)	\$4,119,174	3%
County Indigent Program	\$0	0%
Other Third Parties (Traditional and Managed Care)	\$29,413,655	24%
Other Payors (Indigent)	\$5,595,871	4%
Other Payors (All Other Payors)	\$16,713,907	14%
Total	\$122,658,178	100%

c. Number of pediatric patients, pediatric patient days, or pediatric patient visits (by payor), as available.

NICU Patient Days	2019 Unique Patients	Number of Days
Medi-Cal less CCS (Traditional and Managed Care)	208	3,029
CCS (Traditional and Managed Care)	106	1,049
Other Third Parties (Traditional and Managed Care)	14	88
Other Payors (Indigent)	18	269
Total	346	4,446

Pediatric Patients	2019 Unique Patients
Government Programs (Medi-Cal & CCS)	15,905
Other Payors	3,242
Total	19,147

d. The number and type(s) of Special Care Center(s).

As the Tertiary referral center for Kern County, our goal is to be able to meet the health care needs of the entire Kern County community. We have a variety of specialty care for pediatrics that include:

Pediatric Gastroenterology
Pediatric Nephrology
Diabetes Clinic
Cocci (Valley Fever) Clinic
Infectious Disease Clinic

Coccidioidomycosis, or Valley Fever, is an illness caused by a fungus found in the soil. The fungus can become airborne and be inhaled with dust particles. It affects the lungs and can produce flu-like symptoms and pneumonia. 2017 showed the highest rate of Valley Fever since the disease became individually-reportable in 1995. Kern County has the highest rate of Valley Fever in California. Rates of Valley Fever in Kern County have risen from a low rate of 106.2 per 100,000 persons in 2014, to a rate of 305.7 per 100,000 county residents in 2017. Over the past two years, rates continue to rise. We treat a number of children suffering from Valley Fever in our Cocci Clinic.

e. The percent (%) of the pediatric population the hospital is serving, who have special health care needs, during the timeframe of the most recent annual Hospital Disclosure Report filed with OSHPD pursuant to the "Accounting and Reporting Manual for California Hospitals", California Code of Regulations, title 22, Section 97018.

We are currently unable to run a report that shows the number we serve with special needs. We do help all of these patient and families with applying for disability benefits. Next year, we will be able to pull this data form our new Electronic Health Record.

C. Promotes Pediatric Teaching Programs or Pediatric Research Programs. (Maximum 5 points)

We are the only academic teaching hospital in Kern County. We have 4 residency programs which include Emergency Medicine, Internal Medicine, OB/GYN and Psychiatry. We have two Fellowship Programs – Child & Adolescent Psychiatry and Addiction Medicine. We have medical students who perform a 6-week core clerkship in Pediatrics. On average, we have more than 100 medical students at Kern Medical on a regular basis.

In addition to education at Kern Medical, we also provide offsite Pediatric Rotation at Valley Children's in Madera and Memorial Hospital. This education includes Pediatric Anesthesia and PICU training for residents. With the addition of a Pediatric Emergency Room, we would be able to provide additional onsite education for our medical students and residents.

Kern Medical has invested in the education of medical student, residents, faculty and the entire clinical team by building a simulation lab. By adding a baby and pediatric manikin to the simulation program, our clinical team will be able to practice life saving techniques on a manikin

rather than an infant or child. These are the two pieces of equipment that are requested and will be a critical learning tool for the **Every Kid** Pediatric Program.

This simulation lab will also be available to our Mujeres en Medicina Health Career Pathway Program. This program works with schools in underserved areas of Kern County to bring children into our hospital where they have the opportunity to interact with different leaders in our organization and do some hands-on simulation workshops to bring interest to the medical field. This program was created to help expand opportunities for low-income, minority students ranging in ages 13-17 to help them learn about a variety of health careers with the hope that our program will create a pipeline for future health care providers.

As a teaching hospital, we have an active research program for medical students, residents and faculty. We have included a list of all recent pediatric research that is currently being conducted or has been completed in recent years. We recently transitioned our Resident Research Forum to be open to the entire Southern San Joaquin Medical Community, which we will be hosting this annual event later in the year.

We have developed a comprehensive Health & Wellness Program for Kern County students. Simulation is a key component of the education we provide kids. The curriculum offered includes:

- Bike & Pedestrian Safety
- Safe Sleeping education & resources, including free cribs and sleep sacks to prevent SIDs
- Scald & Burn prevention, including free Fire Detectors
- Stop the Bleed
- Healthy Eating
- Health Career Pathways
- We are developing Vaping education

Emergency Medicine Residents – 28 Residents

Child & Adolescent Psychiatry Fellowship – 6 Fellows

Rio Bravo Family Medicine Residents – 22 Residents

Additional information for the Training & Education Program include:

- A detailed budget
- Quotes for the two manikins
- Curriculum for the Pediatric Rotations
- List of all Pediatric Research from 2017 to present
- Community Education for Kids

❖ To ensure that the tax-exempt status of the General Obligation bonds funding this program conforms to all applicable bond law, please answer the following:

1. Was any portion of the Project to be refinanced with the Grant originally funded with the proceeds of a tax-exempt financing?

No.

D. Project Readiness and Feasibility (Maximum 30 Points)

1. All Eligible Hospitals shall provide a project timeline, which:

A. Describes expected project start and completion dates (e.g., construction start date(s) and/or equipment installation date(s)).

Below is information regarding each of the potential start dates, if we were to receive funding from this grant opportunity.

In Patient Pediatric Unit

Start Date: 7/1/2020

End Date: 5/1/2023

Design	Bid	Contracts	Construction	Anticipated Completion
Complete & OSHPD Approved	3 Months	1 Month	30 Months	34 months

Elevators – Access to NICU, Pediatrics, Diagnostic Treatment Center & OR

Start Date: 7/1/2020

End Date: 6/1/2022

Design	Bid	Contracts	Construction	Anticipated Completion
7 months	1 Month	1 Month	14 Months	23 months

Tot Guard

State Date: 7/1/2020

End Date: 9/1/2020

Design	Bid	Contracts	Construction	Anticipated Completion
6 months	1 Month	1 Month	6 Months	14 months

Outpatient Clinic at Columbus

State Date: 7/1/2020

End Date: 9/1/2020

Design	Bid	Contracts	Construction	Anticipated Completion
3 months	1 Month	1 Month	9 Months	14 months

Fluoroscopy Unit Installation

State Date: 7/1/2020

End Date: 9/1/2020

Design	Bid	Contracts	Construction	Anticipated Completion
3 months	2 Months	1 Month	10 Months	16 months

Negative Pressure – Emergency Department

State Date: 7/1/2020

End Date: 11/1/2020

Design	Bid	Contracts	Construction	Anticipated Completion
5 months	1 Month	1 Month	9 Months	16 months

For the following projects, we have estimated the timelines based on review by our entire Kern Medical Facilities team along with our Chief Operations Officer. If awarded, we will be able to provide detailed statements about any and all missing information for the construction projects that we are requesting financial support.

MRI Installation Complete – 16 months or 11/1/2021

Pediatric Emergency Rooms – 40 months or 11/1/2023

B. Describes any potential challenges anticipated in implementing the Project and how these challenges will be managed to ensure timely completion.

Several of the projects are in the design phase with OSHPD, which can cause delays. We have mitigated these challenges with realistic estimates in the time it will take for OSHPD to complete the review. These estimates are based on our current experience with OSHPD.

2. All Eligible Hospitals shall identify and provide supporting documentation as described for the following types of Projects and funding sources:

The projects that we are requesting will be able to be completed, contingent on us receiving the funding we are requesting from California Health Facilities Financing Authority. Each project has a thorough and comprehensive budget, designed to ensure the successful completion of each project. Kern Medical Hospital Administration will provide any additional resources, such as staff needed to complete each project. They are also committed to supporting the ongoing operation of each project. Each project will improve access to care, as well as efficiencies that will make the expense of operation within current budgetary constraints.

All projects will take place at either the Kern Medical Main Campus or the Kern Medical Outpatient Clinics, which are owned and operated by the Kern County Hospital Authority.

We have included a commitment letter from Russell V. Judd, Kern Medical President and CEO in Tab 5, along with the signed certification letter.

The projects that will benefit non-pediatric patients are the renovation of our elevators and some of the pieces of diagnostic equipment. The elevators are the most used access point to reach Pediatric services, which are located on the top or 4th floor.

The MRI and Fluoroscopy unit will be used for both pediatric and non-pediatric patients. On average nearly 15% of our patient population are pediatrics.

A. For all Projects with the exception of equipment acquisition Projects, submit estimates of Project costs and evidence of property ownership or, if the property is leased to an Eligible Hospital, or a California nonprofit corporation of which the Eligible Hospital is an operating entity, a copy of a lease agreement that satisfies the requirements of Section 7014. The Eligible Hospital shall also provide building permits and/or executed architect, design, engineering, and construction contracts, if available. When applicable, the Eligible Hospital shall submit evidence that it is in compliance with the California Environmental Quality Act (CEQA).

All projects will occur on property that is owned and operated by the Kern County Hospital Authority, which owns and operates Kern Medical. We have included the design and construction contracts with bids and estimates in Tab 1.2 and each are organized by area.

i. An Eligible Hospital with a Project that does not yet have building permits, and/or executed architect, design, engineering, and construction contracts, and/or evidence of compliance with CEQA shall provide a detailed statement that explains the status of obtaining the missing items within 12 months of Final Allocation as specified in Section 7007.1, subdivision (c)(2)(B)(i) of the Children's Hospital Program of 2018 regulations.

If we are allocated funding, we will immediately begin the design process if this has yet to be completed. Once that is complete, we will work with our onsite OSHPD inspector and our facilities team to begin the bid process. We do not anticipate any other challenges with the Outpatient construction, however our timeline has accounted for some minor delays.

B. For equipment acquisition Projects, the Eligible Hospital shall submit a specific list of items and cost estimates of equipment (or copies of purchase orders and invoices), and if applicable, cost estimates of installation of such equipment.

Detailed lists and estimates are provided for each piece of equipment including installation, following the narrative section in Tab 1.2.

C. If funding sources other than the Grant are required to complete the Project, the Eligible Hospital shall provide proof of the other funding sources, including but not limited to, commitment letters and board approved capital campaign plans. Such documentation shall be in accordance with the Project timeline and budget.

We have included a commitment letter from Russell V. Judd, Kern Medical President and CEO in Tab 5, along with the signed certification letter.

3. All Eligible Hospitals shall demonstrate the feasibility of the Project to generate sufficient revenues to support on-going operation of new or expanded services and/or research programs through one of the following: funding letters or other documentation.

4. The sources and uses of funds

A. Applicant shall submit the budget for the proposed Project including all sources and uses of funds including completion of Attachment A, Sources and Uses of Funds.

B. The Applicant shall itemize what portion of the total funds available will be used for each specific portion of the proposed Project.

We have only included projects that are eligible for support from this grant opportunity. Any additional expenses related to the projects, such as staffing will be provided by the Kern County Hospital Authority, which owns and operates Kern Medical. Kern Medical Foundation has been tasked with completing this application and ensuring stewardship if awarded any funding.

The Kern Medical Foundation has been asked to raise additional funding to complete a Community Education Center. The most pressing need following the requests in the proposal is a space for Community & Medical Staff Education. Currently, the only space we have available is located in the center of the Main Campus Hospital at Kern Medical and it is only 1,350 sf. If funding is secured for the items detailed in this request, the Community & Medical Staff Education Center will be the next priority for a fundraising campaign or grant opportunity.

C. If the proposed Project will benefit both pediatric and non-pediatric patients, the Applicant shall provide: (i) proportionate share use, (ii) methodology employed, and (iii) documentation to demonstrate the methodology employed to determine the proportionate share use for pediatric patients. Examples: The expansion of capacity for pediatric and non-pediatric patients may include the total square footage being added and the allocation of this space to pediatric vs. non-pediatric patients; the methodology for determining proportionate share for a piece of equipment may be based on historical data as to the numbers of pediatric vs. non-pediatric patient usage over a specified period of time.

Pediatric patients account for 14.6% of our overall patient population. We used this methodology for considering proportionate share for each piece of equipment. We recently implemented Cerner and do not yet have the capability to calculate who is using particular pieces of equipment. We do have the only fresh fracture clinic in Kern County. It is part of our radiology department, which serves a high percentage of pediatric patients. We have 3 ENT physicians and they are the only specialists that treat children in Kern County. The equipment that they are requesting is designed for children, but the microscope could be used for adults and pediatric patients. The average wait time is 5-6 weeks for care. We are in the process of recruiting an additional ENT, since the volume and level of care required is often complex.

The elevators are what our patients first encounter. There are 5 elevators at the main entrance. The first two that patients and visitors encounter have never worked during the current administration (more than 6 years). It is unknown the last time they worked and are bolted shut. The remaining 3 are often broken, with only 1 or 2 operating at any given time.

Sources and Uses of Funds*

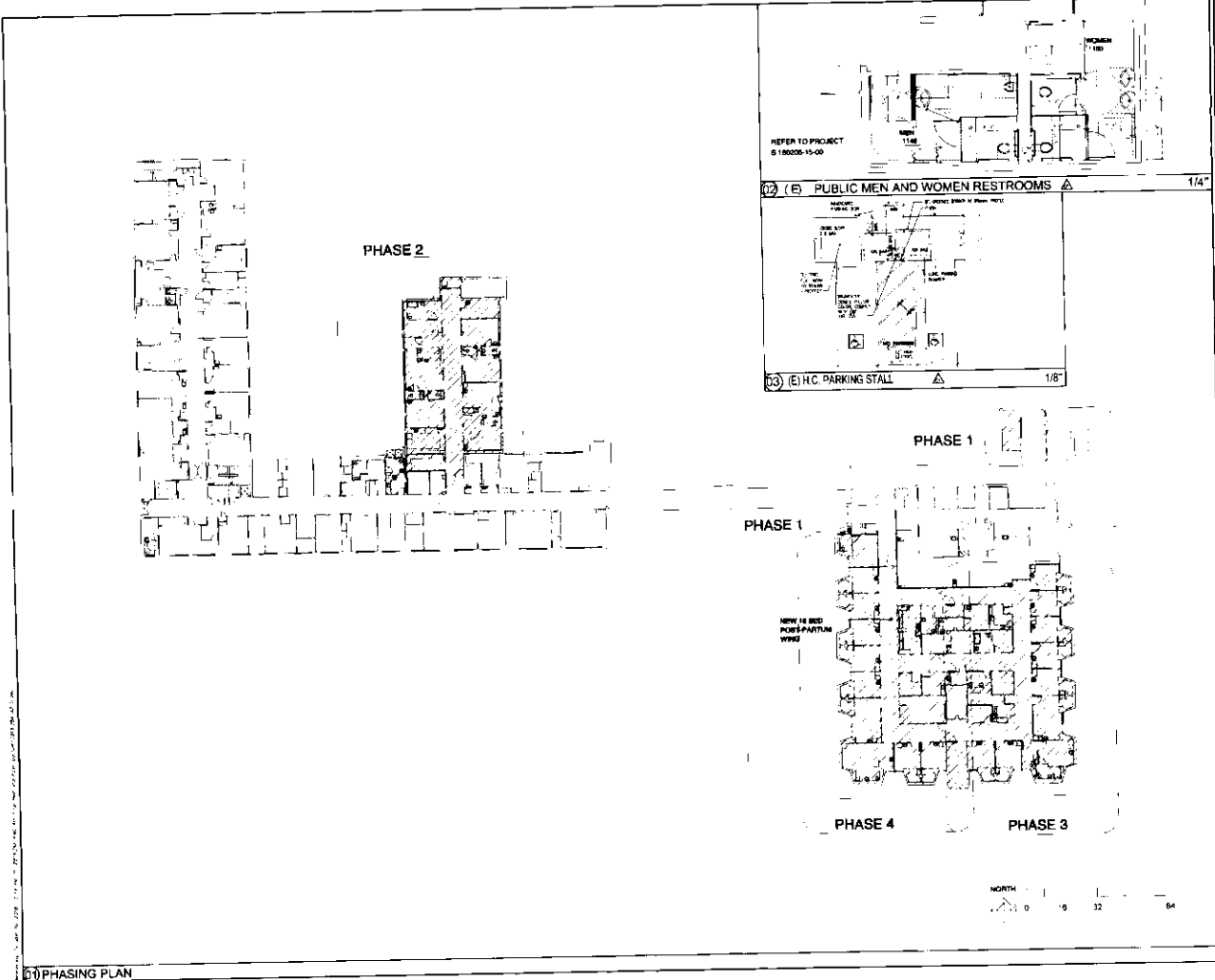
Sources of Funds:

Total CHFFA Grant Amount Requested	\$	<u>15,000,000.00</u>
Eligible Hospital Internal Funds	\$	<u>5,000,000.00</u>
Other (bank loans, grants, etc.):		
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Sources	\$	<u>20,000,000.00</u>

Uses of Funds:

Construct/expand facilities	\$	<u>7,134,021.00</u>
Remodel/renovate	\$	<u>2,775,000.00</u>
Purchase equipment/furnishings	\$	<u>4,940,979.00</u>
Other (list):		
<u>Administrative Expense (1%)</u>	\$	<u>150,000.00</u>
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Uses	\$	<u>15,000,000.00</u>

*Total Sources must equal Total Uses. In no case can a grant award exceed the total cost of the Project.



KernMedical
**4th FLOOR
 PEDIATRIC AND
 POST-PARTUM
 RENOVATION**
 1700 MT VERNON AVE
 BAKERSFIELD, CA
 FOR
 KERN COUNTY
 HOSPITAL AUTHORITY

OSHPD APPROVAL
 REVIEWED IN ACCORDANCE WITH
 THE REG. PLANS AND EX. PLAN
 (Seal of OSHPD)
 OSHPD PROJ. # B162100-16-00

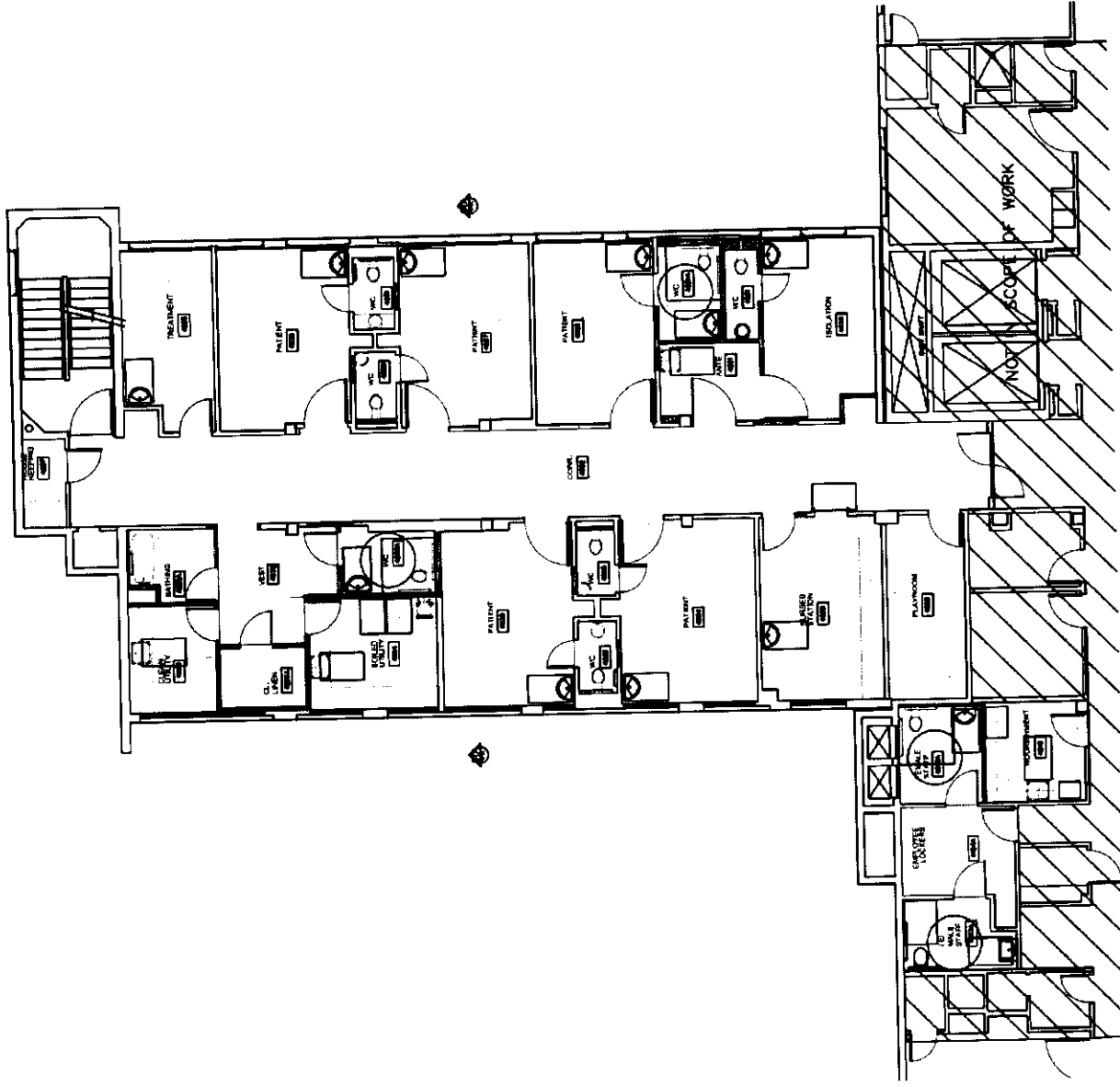
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APPROVED BY	DATE
REVISIONS BY	DATE
REVISIONS BY	DATE
REVISIONS BY	DATE

PHASING PLAN
 2618.208
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PHASING PLAN

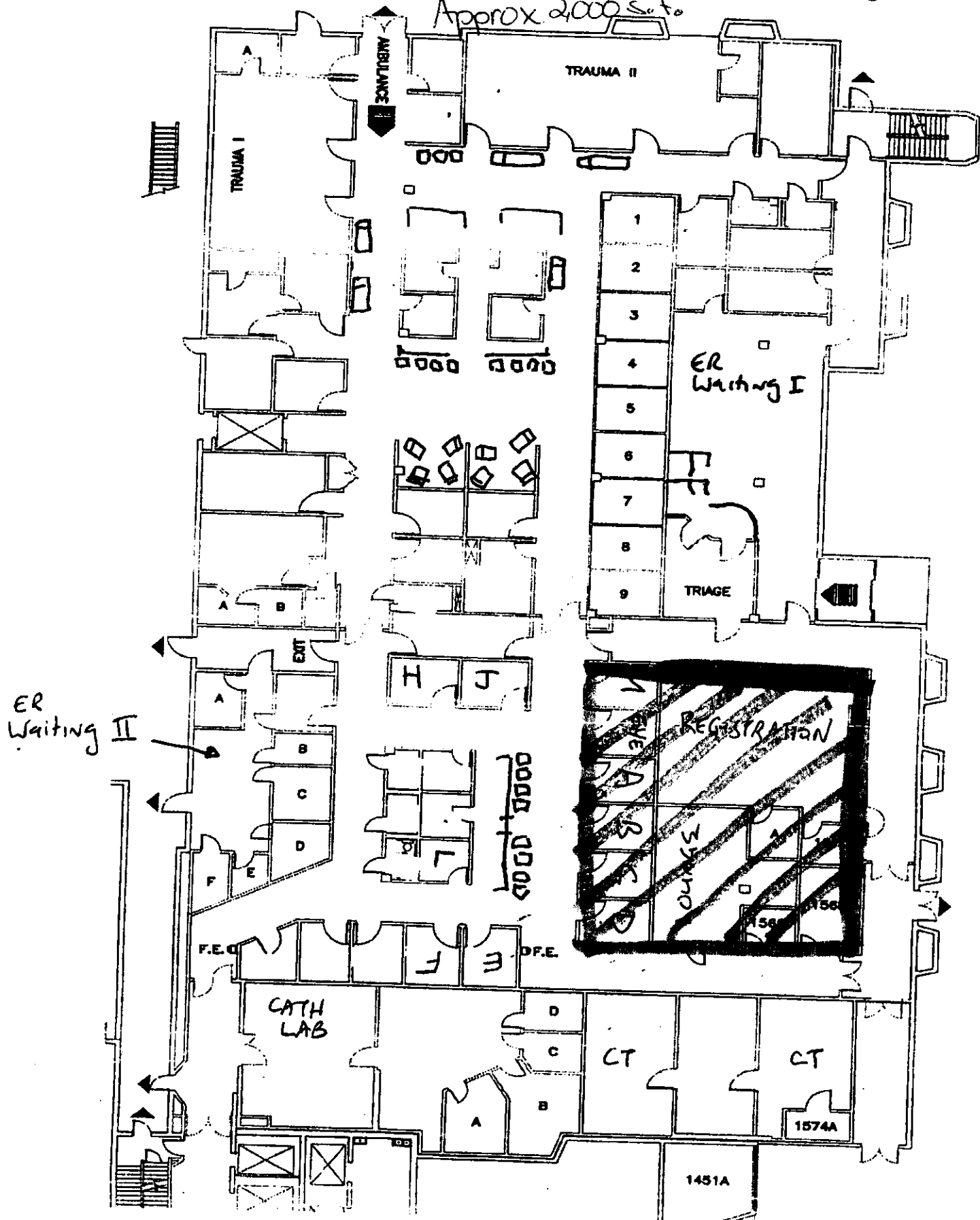
PEDIATRICS PLAN



1 PEDIATRIC WING C - FLOOR FINISH PLAN

- - chairs
- ◻ - recliners
- F - cubicles
- ⌈ - gurney

Pink Highlighted Space
 - New Pediatric Emergency Room
 Approx 2000 s.f.



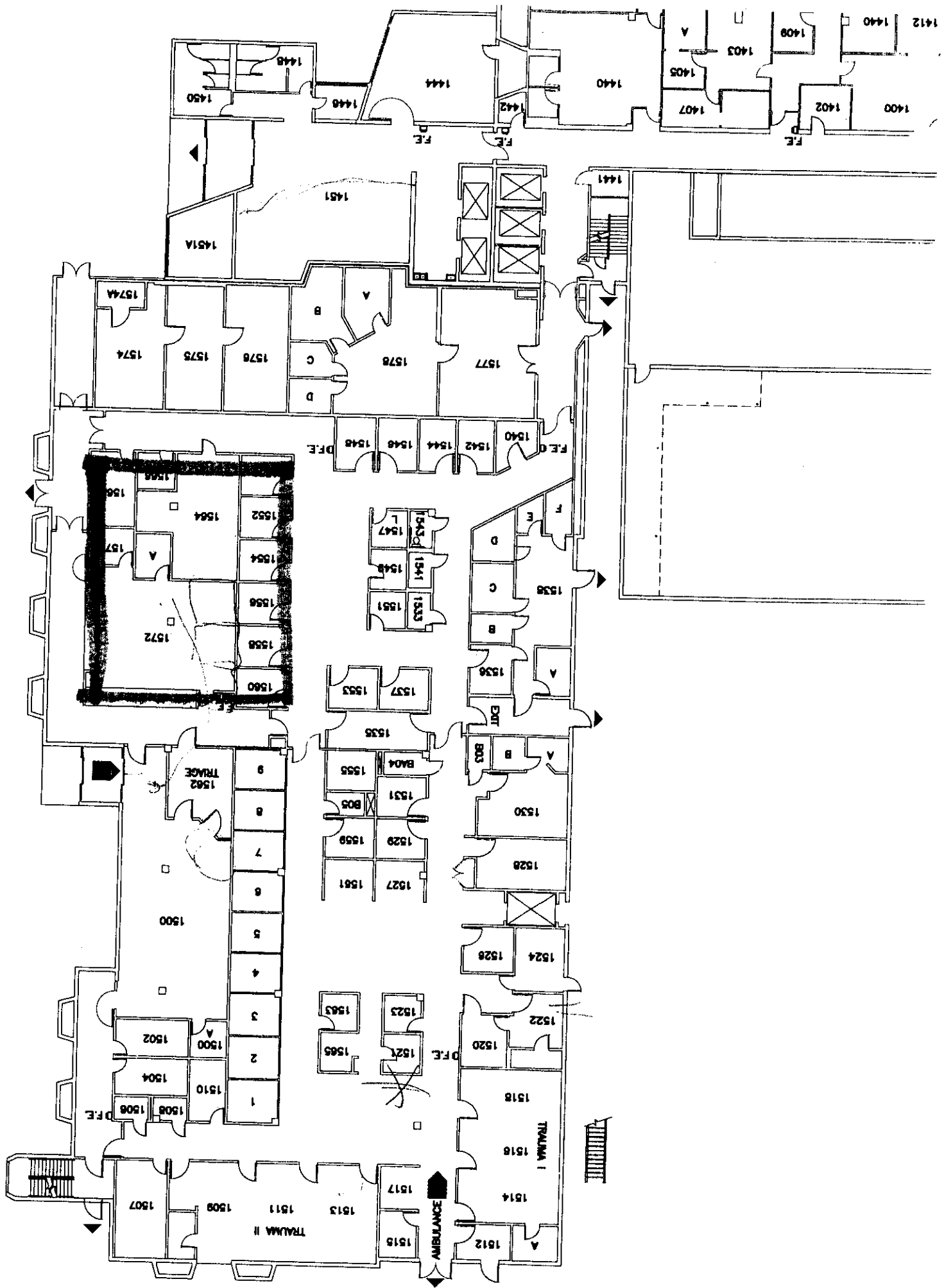


EXHIBIT: E-2

Every Kid - Kern Medical Projects by Location & Use

Project & Equipment Expenses:	Use	Total
Hospital Main Campus - 1700 Mount Vernon Avenue		
Inpatient Pediatric Unit & NICU	Pediatric	\$6,077,626
Pediatric Emergency Department	Pediatric	\$2,681,926
Pediatric Training & Education	Pediatric	\$129,930
Diagnostics - MRI & Flouroscopy	Proportionate Use	\$4,154,808
Total Hospital Main Campus Cost		\$13,044,290
Columbus Outpatient Clinic - 1111 Columbus Street		
Columbus Outpatient Pediatric Clinic	Pediatric	\$787,339
Total Outpatient Pediatric Clinic Cost		\$787,339
Q Street Outpatient Clinic - 3551 Q Street		
ENT Clinic	Pediatric	\$42,000
ENT Clinic	Propotionate Use	\$71,830
Total ENT Clinic Cost		\$113,830
Systemwide - Electronic Health Record/Cerner		
IT Software	Pediatric	\$627,012
IT Software	Propotionate Use	\$277,529
Total IT Software Cost		\$904,541
Total Projects & Equipment		\$14,850,000
Administrative Request (1%)		\$150,000
Total Every Kid - All Projects & Equipment		\$15,000,000

Every Kid - Kern Medical All Equipment Expenses

All Equipment Expenses:

Inpatient Pediatric & NICU Units:	Location	Use
(11) Pediatric Patient Beds	Hospital	Pediatric
(14) OMNIBed Carestations	Hospital	Pediatric
(10) Giraffe Isolettes	Hospital	Pediatric
(2) Audiometry Machines	Hospital	Pediatric
(4) Jaundice Meters	Hospital	Pediatric
(6) WOWs (Workstations On Wheels)	Hospital	Pediatric
(4) Vital Machines	Hospital	Pediatric
Columbus Outpatient Pediatric Clinic:		
(21) Exam Tables	Columbus	Pediatric
(2) Audiometry Machines	Columbus	Pediatric
(6) Vital Machines	Columbus	Pediatric
(2) EKG Machines	Columbus	Pediatric
(21) Computers for each Exam Room	Columbus	Pediatric
(2) TVs - Sick & Well Kid Waiting Room	Columbus	Pediatric
(8) Workstations on Wheels (WOWs)	Columbus	Pediatric
(8) iPads for Registration (Tonic)	Columbus	Pediatric
Pediatric Emergency Room:		
Pediatric Emergency Room Devices	Hospital	Pediatric
Pediatric Surgical, Procedural & Diagnostic Equipment:		
ENT Microscope	Q Street	Proportionate
Pediatric Sinus Surgery Equipment	Q Street	Pediatric
Pediatric Flexible Laryngoscope	Q Street	Pediatric
Zeiss ENT Microscope	Q Street	Proportionate
MRI	Hospital	Proportionate
Fluoroscopy Unit	Hospital	Proportionate
Pediatric Training & Education:		
Baby Manikin	Hospital	Pediatric
Pediatric Manikin	Hospital	Pediatric

Every Kid - Kern Medical Pediatric IT Software

Project Expenses:

Software Use & Location	Location	Use
Pediatric Sepsis Algorithm Software	System Wide	Pediatric
Pediatric Telehealth - On Demand Visits	Columbus	Pediatric
Pediatric Telehealth - Scheduled Visits	Columbus	Pediatric
Pediatric Registries	System Wide	Pediatric
Antimicrobial Stewardship Program	System Wide	Proportionate
Bridge Breast Milk	Hospital	Pediatric
Camera Capture for Wounds	Hospital	Proportionate
Pediatric Medication Management	System Wide	Pediatric

Every Kid - Kern Medical All Project Expenses

All Project Expenses:	Total
Construction Costs:	
Inpatient Pediatric & NICU Units	\$ 2,784,021
Outpatient Pediatric Clinic	350,000
Pediatric Emergency Room	2,000,000
Pediatric Surgical, Procedural & Diagnostic	2,000,000
Total Construction	\$ 7,134,021
Renovation Costs:	
Inpatient Pediatric & NICU Units	\$ 2,200,000
Outpatient Pediatric Clinic	125,000
Pediatric Emergency Room	450,000
Total Renovation	\$ 2,775,000
Equipment & Furnishing Costs:	
Inpatient Pediatric & NICU Units	\$ 1,093,605
Outpatient Pediatric Clinic	312,339
Pediatric Emergency Room	231,926
Pediatric Surgical, Procedural & Diagnostic Equipment	2,268,638
Training & Education Equipment	129,930
Pediatric IT Software	904,541
Total Equipment	\$ 4,940,979
Total Every Kid Project Expenses	\$ 14,850,000

Every Kid - Kern Medical All Equipment Expenses

All Equipment Expenses:	Total
Inpatient Pediatric & NICU Units:	
(11) Pediatric Patient Beds	\$ 110,000
(14) OMNIBed Carestations	374,481
(10) Giraffe Isolettes	160,000
(2) Audiometry Machines	29,800
(4) Jaundice Meters	20,000
(6) WOWs (Workstations On Wheels)	42,001
(4) Vital Machines	9,592
Outpatient Pediatric Clinic:	
(21) Exam Tables	\$ 52,500
(2) Audiometry Machines	29,800
(6) Vital Machines	14,388
(2) EKG Machines	18,000
(21) Computers for each Exam Room	44,100
(2) TVs - Sick & Well Kid Waiting Room	2,500
(8) Workstations on Wheels (WOWs)	70,001
(8) iPads for Registration (Tonic)	8,050
Pediatric Emergency Room:	
Pediatric Emergency Room Devices	\$ 231,926
Pediatric Surgical, Procedural & Diagnostic Equipment:	
ENT Microscope	\$ 20,000
Pediatric Sinus Surgery Equipment	30,000
Pediatric Flexible Laryngoscope	12,000
Zeiss ENT Microscope	51,830
MRI	1,500,000
Fluoroscopy Unit	654,808
Pediatric Training & Education:	
Baby Manikin	\$ 57,283
Pediatric Manikin	72,647
Total Pediatric Equipment Request	\$ 3,615,707

Every Kid - Kern Medical Inpatient Pediatric & NICU Units

Project Expenses:	Total
Construction Costs	
Pediatric Unit Construction & Relocation	\$ 2,434,021
Totguard Installation	350,000
Total Construction	<u>\$ 2,784,021</u>
Renovation Costs	
Elevator	\$ 2,000,000
IT Cabling & Wire	200,000
Total Renovation	<u>\$ 2,200,000</u>
Equipment & Furnishing Costs	
Pediatric Unit Furnishings	\$ 200,000
(11) Pediatric Patient Beds	110,000
(14) OMNIBed Carestations	374,481
(10) Giraffe Isolettes	160,000
(2) Audiometry Machines	29,800
(4) Jaundice Meters	20,000
Totguard Equipment	147,731
(6) WOWs (Workstations On Wheels)	42,001
(4) Vital Machines	9,592
Total Equipment	<u>\$ 1,093,605</u>
Total Inpatient Pediatric & NICU Units Request	<u><u>\$ 6,077,626</u></u>

Every Kid - Kern Medical Pediatric Outpatient Clinic at Columbus

Project Expenses:	Total
Construction Costs:	
Expand & Build a Sick Kid Waiting Room	\$ 350,000
Total Construction	\$ 350,000
Renovation Costs:	
Paint for entire Pediatric Clinic	\$ 40,000
New Carpet & Flooring for Pediatric Clinic	85,000
Total Renovation	\$ 125,000
Equipment & Furnishing Costs:	
Artwork & Wall Décor	\$ 3,000
Waiting Room Furniture - Sick	20,000
Waiting Room Furniture - Well	45,000
Mini Chairs and Tables - Sick & Well Waiting Rooms	5,000
(21) Exam Tables	52,500
(2) Audiometry Machines	29,800
(6) Vital Machines	14,388
(2) EKG Machines	18,000
(21) Computers for each Exam Room	44,100
(2) TVs - Sick & Well Kid Waiting Room	2,500
(8) Workstations on Wheels (WOWs)	70,001
(8) iPads for Registration (Tonic)	8,050
Total Equipment	\$ 312,339
Total Pediatric Outpatient Clinic at Columbus Request	\$ 787,339

Every Kid - Kern Medical Pediatric Emergency Room

Project Expenses:	Total
Construction Costs:	
Construction of a Pediatric Unit in the Emergency Department	\$ 2,000,000
Total Construction	<u>\$ 2,000,000</u>
Renovation Costs:	
Negative Pressure Room	\$ 450,000
Total Renovation	<u>\$ 450,000</u>
Equipment & Furnishing Costs:	
Pediatric Emergency Room Devices	\$ 231,926
Total Equipment	<u>231,926</u>
Total Pediatric Emergency Room Request	<u><u>\$ 2,681,926</u></u>

**Every Kid - Kern Medical
Pediatric Surgical, Procedural & Diagnostic Equipment**

Project Expenses:	Total
Construction Costs:	
MRI Building & Construction	\$ 1,000,000
Install Fluoroscopy Unit	1,000,000
Total Construction	<u>\$ 2,000,000</u>
Equipment & Furnishing Costs:	
ENT Microscope	\$ 20,000
Pediatric Sinus Surgery Equipment	30,000
Pediatric Flexible Laryngoscope	12,000
Zeiss ENT Microscope	51,830
MRI	1,500,000
Fluoroscopy Unit	654,808
Total Equipment	<u>\$ 2,268,638</u>
Total Pediatric Surgical, Procedural & Diagnostic Equipment Request	<u><u>\$ 4,268,638</u></u>

Every Kid - Kern Medical Pediatric Training & Education

Project Expenses:

Total

Equipment & Furnishing Costs:

Baby Manikin	\$ 57,283
Pediatric Manikin	72,647

Total Equipment \$ 129,930

Pediatric Training & Education Request \$ 129,930

** Kern Medical has invested \$500,000 in the Construction of a Simulation Lab & the purchase of a few pieces of adult simulation equipment*

**Every Kid - Kern Medical
Pediatric IT Software**

Project Expenses:	Total
Equipment & Furnishing Costs:	
Pediatric Sepsis Algorithm Software	\$ 30,000
Pediatric Telehealth - On Demand Visits	90,000
Pediatric Telehealth - Scheduled Visits	90,000
Pediatric Registries	164,000
Antimicrobial Stewardship Program	261,129
Bridge Breast Milk	241,512
Camera Capture for Wounds	16,400
Pediatric Medication Management	11,500
Total Equipment	\$ 904,541
Total Pediatric IT Software Request	\$ 904,541

Item	Peds Use Case	Fees - One Time	Fees - Monthly	Fees - Annually
PDMP	Narcotics are used in patient care for mothers and peds. Organizations can leverage PDMP implementation for Promoting Interoperability (aka Meaningful Use 3).	\$10,000	\$125	
Peds Sepsis Algorithm	Goal is to improve care of children with sepsis by development of an automated sepsis screening tool that will alert the treating clinician if a patient is at risk of developing severe sepsis	\$30,000	\$0	
Telehealth	On demand visits, outreach to rural areas: Valley Fever, Epilepsy, Chronic Care Management (Diabetes and Obesity outreach for parents and children), directing pt's to a clinical visit, rather than ED visit	\$30,000	\$5,000	
Telehealth	Scheduled video visits, outreach to rural areas	\$30,000	\$5,000	
Pediatric Registries	Tracking gaps in care for pediatrics. Kern has: Pediatric Wellness, Pediatric Asthma, Epilepsy, Cardiomyopathy; Do-not have: Pediatric Diabetes, IBS, Sickle Cell, Down Syndrome, Neonatal, Cystic Fibrosis, Autism, Obesity, Adolescent Wellness, Foster Children, Children with Medical Complexity, Childhood Immunizations, Adolescent Immunizations.	\$120,000		\$44,000
Antimicrobial Stewardship	The Antimicrobial Stewardship Program (ASP) identifies potential antibiotic misuse and provides documentation and trending for interventions. The goal of the solution is to improve prescribing practices to influence long-term antibiotic resistance rates	\$244,221	\$1,410	
Bridge Breast Milk	Cerner Bridge Breast Milk Management is an offering that ensures the correct mother's milk is given to the correct infant at the time of feeding through the use of positive patient identification using barcode scanning technology. The solution increases patient safety and supports nursing workflows from receiving of milk through the administration of the feeding.	\$231,420	\$841	
Camera Capture	Patient ID photos, wound photo documentation	\$14,000	\$200	
Subtotal		\$709,641	\$150,908	\$44,000
Pediatric IT Total Request				\$904,541

EXHIBIT F
TERMS & CONDITIONS

The Chief Executive Officer, Chief Financial Officer or other authorized officer of the Applicant, on behalf of the Applicant, shall agree and certify to the following terms and conditions as a requirement of receiving any Grant:

- (1) The information contained in the Application and attachments is true and correct to the best of its knowledge and belief and understands that any misrepresentation may result in the cancellation of a Grant and other actions permitted by law and the Grant Agreement.
- (2) If Children's Hospital is a party to a Children's Hospital Applying Jointly Application, Children's Hospital accepts designation as Lead Grantee.
- (3) Grantee has disclosed all information requested by the Legal Status Questionnaire.
- (4) Grant funds will only be used for the Project described in the Application unless a change in the Project is approved in writing by the Authority pursuant to Section 7011 of the Regulations.
- (5) Grantee will provide all documents and information required by law and meet all necessary requirements prior to the release of the Grant.
- (6) Grantee may be required to return all or a portion of the Grant including any unused interest earnings if the Grantee fails to complete the Project as approved. In cases where the Grant will fund architect, design, or engineering fees or land acquisition costs as part of an approved Project, the Grantee may be required to return all Grant funds and any unused interest earnings if the Authority cannot determine that the associated larger Project has been completed, based on timelines provided within the Application.
- (7) Grantee will notify the Authority in writing at the time of Project completion with evidence of completion included.
- (8) The Project and financial records of the Grantee's Project are subject to audit and inspection by the Authority and the California State Auditor.



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

November 18, 2020

Subject: Proposed Quote with Lansweeper NV

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Quote with Lansweeper NV, a limited liability company existing under Belgian law, for the purchase of product licenses to a software subscription in support of Information Technology Asset Management. This product is required for Kern Medical to maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) security standards outlined in *45 C.F.R. § 164.310(d)*. HIPAA requires entities to maintain an inventory of all assets that access or contain Electronic Protected Health Information and this product will be used to meet this requirement. The product is also critical for Information Systems staff to identify issues and resolve end user problems with equipment, as well as assist in the budgeting process for asset lifecycle.

The 1-year cost for the subscription and support will not exceed \$5,293 as referenced below:

Quote No. Q-177970:

Subscription	Costs
Lansweeper Asset quantity 5000 – 1 Year	\$2,593.00
Lansweeper Asset quantity 3000 – 1 Year	\$3,000.00
Total	\$5,293.00

The Agreement contains non-standard terms and conditions and cannot be approved as to form by Counsel due to the possibility that Cloud services would be hosted on a public cloud (although not using cloud services at this time); no indemnification by Lansweeper, we only indemnify Lansweeper; licensed content will transferred to Lansweeper and can be disclosed by applicable law (Lansweeper is a Belgium company, unclear what may be disclosed); Lansweeper may permanently erase content if our account becomes delinquent; we grant Lansweeper a non-exclusive license to use our aggregate content and metadata; Lansweeper has no liability for product failures, nor claims of infringement or intellectual property rights in the use of the product; Lansweeper’s total liability is limited to 100 Euros; Lansweeper may amend the terms and conditions at any time; and the terms and conditions are governed by Belgian law.

Due to these non-standard terms and conditions, Information Systems staff worked diligently to find another vendor that maintained a comparable product that would work within our current system and our budget, but was unsuccessful. Therefore, it is recommended that your Board approve the proposed Quote with Lansweeper NV for the purchase of product licenses and support for a one (1) year term beginning on November 18, 2020 through November 17, 2021, with a cost of \$5,293, and authorize the Chairman to sign

Prepared by: **Ryan Heffern**
Email: ryan.heffern@lansweeper.com



Client:
Kern Medical
1700 Mount Vernon Ave
93306 bakersfield
California
United States

Lansweeper NV
Zeelsebaan 83Z
9200 Grembergen
Belgium
BE 0538.668.417

Quote Creation Date: May 12, 2020
Quote Expiration Date: July 11, 2020
Quote No: Q-177970
Subscription Start Date: June 5, 2020
Subscription End Date: June 4, 2021

Quote

Product	Quantity	Unit Price	Term	Subtotal	One-time Discount	Net Price
Lansweeper	5,000	USD 0.52	1-Y	USD 2,592.04		USD 2,592.04
Lansweeper	3,000	USD 1.00	1-Y	USD 3,000.00	10%	USD 2,700.00

Total

REVIEWED ONLY
NOT APPROVED AS TO FORM

USD 5,292.04

By 
Legal Services Department

License fee prices are exclusive of VAT, other taxes and delivery costs
Delivery of the Lansweeper product(s) shall happen electronically

To purchase the product(s) quoted above, please use [this link](#).

Notes:

Lansweeper reserves the right to contract and bill regarding the product licenses provided herein through Cleverbridge Inc/AG.
Quantity refers to: the number of Assets for a 'Lansweeper' Product Subscription or the number of 'Helpdesk Agents' for a Helpdesk Subscription.
All limited asset licenses include an unlimited number of scanning servers, unless otherwise provided in your existing Paid Subscription Plan.
This offer is noncommittal and does not create any agreement between you and Lansweeper, unless this offer and the Terms of Use (lansweeper.com/terms-of-use) are acknowledged and accepted by following the procedure via our webshop. Purchased order(s) are only binding when accepted by Lansweeper.
This quote is in any case subject to our [Terms of Use](#) and provides the specific terms applicable to our Paid Subscription Plan.
Lansweeper NV is a limited liability company existing under Belgian law, with registered address at Zeelsebaan 83/Z, 9200 Dendermonde, Belgium, registered under enterprise number 0538.668.417 (Register of legal entities: Gent, division Dendermonde) and VAT number BE0538.668.417

LANSWEEPER TERMS OF USE

These Enterprise Terms of Use ("Terms") govern your use of the Product (as defined below) and form a legal contract between Lansweeper ("Lansweeper" or "Licensor" or "Us" or "We") and you (the "Licensee" or "You").

Lansweeper is an independent software vendor that provides an IT asset discovery Product (as defined below), which may consist of Cloud Services (as defined below), as well as Software (as defined below) hosted on Licensee's computers. The parties have agreed that Lansweeper will provide the Product to Licensee, in consideration of the commitments set forth below.

The Product is made available to You for download on Lansweeper's website and/or directly through our web interface. If You have entered into another specific agreement (e.g. 'Legacy Licenses' meaning Software license agreements entered into prior to October 1st, 2016) with Us concerning a Product, then the terms of that agreement control where it conflicts with these Terms. By purchasing, installing, accessing, signing up or otherwise using all or any portion of the Product (as defined below), You indicate that You have read, understood, and agree to be legally bound by these Terms.

These Terms are only applicable to businesses, if you are agreeing to these Terms, for use of the services by a legal entity, you are agreeing on behalf of that legal entity. You must have the authority to bind that legal entity to these Terms. These Terms are filed by Lansweeper and are accessible via our website.

Notwithstanding the foregoing, these Terms do not apply where you have purchased the Product (as defined below) from an authorised distributor of Lansweeper, in such case the applicable distributor terms shall apply, unless specified otherwise by distributor or distributor has not provided any terms, in which case these Terms shall apply with distributor acting as Licensor.

If You are consumer (meaning a natural person who acts for purposes outside his trade, business, craft or profession) or if You are a distributor please contact the Lansweeper customer service.

DEFINITIONS

Unless explicitly stated differently in these Terms the following terms shall have the following meaning:

- "**Affiliate**"; Means an entity that owns or controls, is owned or controlled by or is under common control or ownership with another entity, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- "**Aggregate Data**"; Means any data, that is the result of consolidation of Licensee Content or derivations thereof, and which does not or no longer relates to a Data Subject.
- "**Asset**"; Means (i) any device scanned by the Product on Your local networks, which may include without limitation any, Linux, Unix, Mac or Windows computer, VMware server or any other network device (printer, switch, firewall, etc.), with the express exclusions of monitors; (ii) any resource scanned by the Product in Your cloud environment, which may include without limitation a virtual machine, resource group, VPC; and (iii) any assets that are created/added manually to the Product by You.
- "**Beta Releases**"; Means certain features and/or services of the Product on a "beta" free of charge pre-release, owned by Lansweeper and licensed and made available to You for testing purposes.
- "**Billing Contact**"; Means the entity or person indicated by the Licensee to receive all billing-related information and the License Key (as defined below).
- "**Cloud Services**"; Means the to the services and technology provided to You by Lansweeper's cloud hosted environment.

- "Controller", "Processor", "Personal Data", "Data Subject", "Personal Data Breach" "Process/Processed/Processing" shall have the meaning as defined in the Data Protection Legislation.
 - "Data Protection Legislation"; Means any legislation applicable to the Processing of Personal Data, including without limitation, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing Directive 96/46/EC) (hereinafter also referred to as "GDPR"), together with standard clauses and other related or implementing legislation resulting from such legislation, as updated from time to time.
 - "Documentation"; Means user manuals, policies, release notes, installation notes, product specifications, email support and instructions regardless of format made available by Us, including without limitation on our [Knowledge Base](#) and other technical or functional documentation that Lansweeper provides to You or that are included in or with the Product.
 - "End-User"; Means users within the legal entity of the Licensee that are using the Product solely for internal, in-house purposes and not for redistribution or resale in any form.
 - "Force Majeure"; Means a situation whereby the performance of obligations under these Terms, becomes wholly or partly, temporarily or permanently, impossible, by causes beyond the performing parties' control, even in cases where such causes were foreseen at the time of conclusion of these Terms. Situations of Force Majeure shall include without limitation: acts of war, terrorism, hurricanes, earthquakes, other acts of god or of nature, strikes or other labour disputes, riots or other acts of civil disorder, embargoes, internet - or telecommunications failures, power failures, non-performance by suppliers or subcontractors.
 - "Installation Metadata"; Means data retrieved by Lansweeper when You install a Lansweeper Instance, such as license type, Lansweeper Software version, IP address, email address, Install-ID, Asset count, database server type and web server type.
 - "Lansweeper"; Means Lansweeper NV, a limited liability company existing under Belgian law, with registered address at Belgium, 9200 Dendermonde, Zeelsebaan 83/Z, registered under enterprise number 0538.668.417 (Register of legal entities: Gent, division Dendermonde) and VAT number BE0538.668.417; and any Lansweeper Affiliate.
 - "Lansweeper Instance"; Means a single instance of the Lansweeper Asset discovery Software hosted on one or more of Your computers, including: (i) a single Lansweeper database, (ii) a single Lansweeper web console, (iii) and any number of Lansweeper Scanning Servers (as defined below) as allowed by your Subscription Plan (as defined below); excluding any LsAgent installation.
 - "Licensee Content"; Means any data in electronic form input or collected through the Product by or from Licensee, including without limitation by Licensee's End-Users. Such data may include without limitation any databases, text, tickets, material, audio files, video files, electronic documents, images, Personal Data and Asset data, excluding Aggregate Data and Installation Metadata.
 - "LsAgent"; Means a Software application developed and provided by Lansweeper, that gathers the Licensee Content locally on Your computers and then sends it back to Your Lansweeper Instance, either by using a direct push or through Lansweeper's Cloud Services.
 - "Product"; Means the Lansweeper product which consists of one or more of following components: (i) Software installed and running on Your computers and/or (ii); the Cloud Services provided by Lansweeper, when You have explicitly signed up and are approved therefore, and such is included in your Subscription Plan (as defined below); and (iii) related services, if applicable, such as support.
- "Scanning Server"; Means a component of the Software included in a Lansweeper Instance, that performs the agentless scanning of Assets in your network, and other services as described in the Documentation. Such Scanning Servers may be installed on different computers of Licensee, if allowed by your Subscription Plan (as defined below).
- "Software"; Means the software code, the software product, software license and all its modules and related services, developed and owned by Lansweeper, including LsAgent and any Lansweeper Instances, as licensed to the Licensee under the terms and conditions of these Terms, including any updates, trial versions, freeware, supplements, modifications, enhancements, corrections, releases and versions of the Software that Lansweeper may supply to the Licensee to run on its computers.

1. SUBSCRIPTION PLANS

Our Product is made available through various plans ("Subscription Plans"). Notwithstanding criteria in these Terms, Your permitted scope of use of the Product depends on Your Subscription Plan, which may include without limitation: restrictions on amounts of Assets, restrictions on the amounts of Scanning Servers and a limited duration of the Subscription Plan ("Plan Duration"). These specific terms of the Subscription Plans will be identified to You when You order the Product ("Specific Terms"), the Specific Terms may be presented by Lansweeper (e.g. through our website, quotes, invoices or by Lansweeper personnel via e-mail) or through the Product itself. The Specific Terms form part of these Terms and are hereby incorporated.

Current Subscription Plans are described on our [Pricing Page](#), these include:

- **Paid Subscriptions plans**: Paid subscriptions plans are offered to You for purchase to use the Product for defined features and functionalities ("Paid Subscriptions"). Paid Subscriptions are for a limited Plan Duration and, if not renewed after such term, the Product will revert to limited (or no) functionality of the Freeware Subscription Plan (as defined below) once the Paid Subscription Plan Duration expires for the duration of the Term (as defined below).
 - o **Help Desk-Agent – Paid Subscription**: The help desk is a feature of the Product that allows sharing knowledge by Licensee within its organisation through inter alia a ticketing system ("Help Desk"). The Product allows for an unlimited number of End-Users to open tickets, but only an End-User with a Help Desk-agent license ("Help Desk-Agent") can handle tickets. A Help Desk-Agent license shall be considered a Paid Subscription and is granted for a limited Plan Duration and, if not renewed, the End-User account linked to that Help Desk-Agent will revert back to a normal End-User once the Plan Duration expires.
- **Free Trial plans**: Free trials plans of the Product are offered to You with limited functionalities and for a limited Plan Duration, as designated by Us ("Free Trials"). You may use the Free Trials plan solely to determine whether to purchase a Paid Subscription.
- **Freeware plans**: Freeware of the Product is offered to You for download with limited functionalities at no charge with a Plan Duration equal to the Term (as defined below) ("Freeware"). Notwithstanding article 5 (*Term and Termination*) of these Terms, Lansweeper may terminate your Freeware plan at any time and for any reason at our sole discretion, without liability to You.

2. SOFTWARE LICENSE

2.1 License

Lansweeper hereby grants Licensee, according to the relevant Subscription Plan, a limited, non-exclusive, revocable, worldwide, non-sublicensable and non-transferable license to use the Software, to:

- a) download, install and use the Software only for Your internal business purposes on compatible devices and in accordance with our Documentation;
- b) transfer the Software from one computer to another, as long as each component of the Lansweeper Instance is deleted from the original host within thirty (30) calendar days;
- c) transfer the Software to one of Your Affiliates as long as the Lansweeper Instance is deleted from the original host within thirty (30) calendar days, followed by a formal notification to Us;
- d) make up to 2 copies of the Software for back-up or archival purposes only, provided You comply with the requirements described in section 2.2;
- e) update your Software to the latest updated version made available by Us free of charge. In case of Legacy Licences or legacy subscription plans (that are no longer available on our pricing page), version updates may not entail access to new features;
- f) install a second Lansweeper Instance only for testing purposes and in order to evaluate new releases.

2.2 Restrictions

Except as expressly set out in these Terms and to the fullest extent permitted by applicable law, You undertake and declare:

- a) not to copy the Software except explicitly allowed under these Terms;
- b) not to rent, lease, sub-license, distribute, modify or merge the Software;
- c) not to modify, disassemble, decompile, convert to another programming language, reverse-engineer or create derivative works based on the whole or any part of the source code of the Software or database scheme nor attempt to do any such thing;

- d) in case You have made a copy of the Software, to keep this copy secure and to maintain an accurate and up-to-date record of the location of the copy of the Software and prevent any unauthorized access thereto;
- e) to include our copyright notice on all entire and partial copies You make of the Software on any medium;
- f) to comply with all applicable technology control or export laws and regulations as may be applicable for You and with respect to your use of the Software;
- g) to only run a single Lansweeper Instance, unless for such purposes explicitly allowed herein;
- h) not use the Software in any way forbidden by Article 8 (*Licensee's responsibilities & Restrictions*) below.

3. CLOUD SERVICES

3.1 Use of the Cloud Services

You can only make use of the Cloud Services when: (i) you have signed up by creating a Cloud Services account through Your Lansweeper Instance and accepting these Terms; (ii) your sign-up has been approved at the sole discretion of Lansweeper; and (iii) when Cloud Services are included in your Subscription Plan. After linking the Cloud Services to your Lansweeper Instance through the use of a unique key generated by Lansweeper, the Licensee Content will be uploaded and synced with the cloud, ("Cloud Services Sign-up"). As of Cloud Services Sign-up, You and your End-Users may, during the Term, access and use the Cloud Services, in accordance with these Terms.

3.2 Revisions

Lansweeper may revise the features and functions of the Cloud Services at any time.

3.3 Deployment and Cloud Services

The Cloud Services are deployed via a public cloud, meaning that the Cloud Services are provided to Licensees on a multi-tenant basis. The Cloud Services entail hosting one or more components of Your Lansweeper Instance in our public cloud.

4. SUPPORT

- a) First line support is made available to You via our [Knowledge Base](#).
 - b) Second line support may be available for You via email or telephone. For more information please visit our Support Page.
 - c) Except for Free Trial and Freeware users, You are entitled to free of charge additional e-mail support provided via support@lansweeper.com (or any other communication medium chosen by Lansweeper) for any reasonable advice and guidance concerning the use of the Product and troubleshooting, only when your Product is updated to the latest version, excluding any Beta Releases.
 - d) We do not guarantee an initial response time and reserve the right to refuse any unreasonable queries and change or cancel this accompanying support service at any moment in time. We will do our utmost best to respond to your email and telephone calls received during [business service hours](#).
- When You have purchased a Paid Subscription specific support services might apply as foreseen in the Specific Terms.

5. TERM AND TERMINATION

5.1 Term and Effective Date

These Terms shall enter into force on the date of Your acceptance as detailed in the heading of these Terms, and continue in effect for an indefinite duration, unless terminated in accordance with this article 5 (*Term and Termination*) ("Term").

5.2 Paid Subscriptions & renewal

As of payment receipt of the License Fee, the license to use the Product is granted for a defined period as applicable per Paid Subscription and described in the Specific Terms. The Paid Subscription Plan Duration is one (1) year, unless otherwise specified in the Specific Terms.

You will receive an automated email at least fourteen (14) calendar days prior to the expiry date of Your Paid Subscription Plan Duration Unless cancellation by Licensee upon a prior notice to Lansweeper, of fourteen (14) days prior to the expiry of the initial Paid Subscription Plan Duration or of the then current Plan Duration, the Paid Subscription shall be

automatically renewed for successive periods of the same Plan Duration of the Paid Subscription subject to the then current Specific Terms applicable to the Paid Subscription.

In case of renewal We will provide You by email with a new unique License Key (as defined below). If You choose not to renew the Paid Subscription your License Key (as defined below) will be disabled as of the expiry date of the current Paid Subscription Plan Duration. You agree that We may bill your credit card for renewals and unpaid fees, as applicable.

5.3 Termination of these Terms for Convenience

These Terms may be terminated by You and Lansweeper for convenience at any time upon prior written notice to the other party of three (3) months, starting the first day of the month following the date of delivery of the termination, unless a Paid Subscription Plan Duration would supersede the Term, in which case these Terms shall remain in effect until the end of the Paid Subscription Plan Duration.

5.4 Termination for cause

Lansweeper has the right to terminate or suspend, at its sole option, these Terms and/or a Subscription Plan, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any goodwill indemnity by providing notice to Licensee in the event:

- a. Licensee materially or persistently breaches any of its obligations under these Terms and, notwithstanding a written request from Lansweeper to refrain from such a breach in the future and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, fails to comply with such a request;
- b. Licensee fails to make any payment required under these Terms when the same becomes due and payable;
- c. the fact that Licensee has become insolvent or declared bankrupt, has been dissolved or entered into liquidation, or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors, provided, however, in the latter case, that Licensee has not confirmed within thirty (30) calendar days following a request by Lansweeper to that effect, that it will continue these Terms and honour all of its obligations hereunder;
- d. there is a material change in the Licensee's management, business, assets or shareholdings; or
- e. We cease to offer the Product or any Subscription Plan, or if our right or ability to offer the Product or Subscription Plan is restricted, suspended or terminated (whether pursuant to applicable law or other third parties). We may also suspend these Terms or the Subscription Plan. In such case, if you have a Paid Subscription You will receive a pro-rated refund based on the unused portion of your Plan Duration.

5.5 Consequences of termination

Upon the termination or expiry of these Terms or Subscription Plan, for any reason whatsoever, in accordance with the provisions of these Terms, at the moment of effective termination or expiration:

- a. All rights granted to You under these Terms or Subscription Plan shall cease, We serve the right to disable the applicable License Keys (as defined below);
- b. You must immediately cease all activities authorized by these Terms or Subscription Plan, Licensee shall cease all use of the Product and delete, destroy, or return all copies of the Documentation and Software in its possession or control;
- c. Lansweeper shall destroy any Licensee Content hosted in the Cloud Services, within sixty (60) days following termination;
- d. You must immediately pay to Us any sums due to Us under Your Paid Subscription;
- e. The following will survive termination: section 2.2 (*Restrictions*), section 9.1 (*Intellectual Property Rights*), article 10 (*Privacy*), article 12 (*Lansweeper limited warranty*) 13 (*Limitation of Liability*) and article 14 through article 25.

6. FEES - ORDERS - PAYMENT AND TAXES - DELIVERY

6.1 License Fee

You agree to pay the license fee as applicable per the Specific Terms of the offered and selected Paid Subscription of the Product ("License Fee"). All amounts are non-refundable, non-cancellable and non-creditable. In making payments, You acknowledge that You are not relying on future availability of any Product or Paid Subscription beyond the current Plan Duration or any Product updates or feature enhancements.

6.2 License Fee rate changes

We may change our License Fees at any time. Notwithstanding the foregoing, if You have a current Paid Subscription, we may change our License Fees, if we add new or improved features to the Product, or to the extent the costs of providing the Product have increased accordingly, or in response to market changes, in which case we will notify You at least fourteen (14) calendar days before the License Fee change. Licensee Fee changes effectuated during a current Paid Subscription Plan Duration, shall not apply to these current Paid Subscriptions Duration and will become effective as of renewal, upgrade or change of Subscription. If You do not agree to the License Fee change, You may cancel your Paid Subscription before the License Fee change takes effect.

6.3 Paid Subscription Upgrades

For more information about upgrades of/or changes to your Paid Subscription, please contact sales@lansweeper.com.

6.4 Orders

Paid Subscriptions for the Product can be ordered through following procedures: (i) placing an order directly through our website; (ii) requesting an automatic quote through our website; or (iii) requesting a custom quote from a Lansweeper sales representative.

Lansweeper quotes are only valid when issued by Lansweeper or a Lansweeper sales representative and are in any case noncommittal and do not create any agreement between You and Lansweeper, unless the quote and our Terms are acknowledged and accepted by You. Quotes are only valid for a limited duration indicated in the quote, if no such term is provided in the quote, such offer shall only be valid for thirty (30) calendar days as of the date of the quote.

Purchase orders issued by You are not binding upon Lansweeper, unless duly acknowledges and accepted by Lansweeper and following your acceptance of these Terms. All purchase and other conditions of the Licensee, irrespective of their name or the manner in which they are transmitted, are expressly excluded. Licensee waives its right to invoke such conditions. Lansweeper may refuse any purchase order which includes any terms and conditions, in addition, in case Lansweeper were to execute a purchase, such terms and conditions shall be null and void.

In the event your order provides a separate Billing Contact, You remain ultimately responsible for payment of the License Fees.

6.5 Payments

Notwithstanding any contrary provisions on the invoice provided by Lansweeper, payments will be charged in the chosen available currency directly by Lansweeper or via our e-commerce partner. In the event the payments are charged via our e-commerce partner, their terms of payment will apply. Payment term is NET thirty (30) calendar days from date of invoice or purchase. Licensee acknowledges and agrees that invoices may be sent through electronic means by both Lansweeper or our e-commerce partner.

From the due date, the invoice shall automatically and without notice accrue an interest of 1% for every month commenced of the due invoiced amount. Additionally, a flat-rate indemnity of 10% of the invoice amount is due, with a minimum of 250 EUR, which shall be payable automatically and without notice, notwithstanding Lansweeper's right to claim for a higher indemnity, subject to reasonable proof provided by Lansweeper of higher incurred damages. Lansweeper is at all times entitled to recover the accrued recovery costs arising from late payment by Licensee. In the case of non-payment of an invoice on the due date, all unexpired claims on the Licensee resulting from any agreement between Lansweeper and Licensee become due, automatically and without notice. If instalments of payment are made or bills of exchange are signed, either subject to these Terms or in another agreement between Lansweeper and Licensee, then all amounts owed by become due, automatically and without notice.

6.6 Taxes & Fees

All License Fees indicated on our website or other offers, are exclusive of VAT and any other applicable taxes. You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, and foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees You owe

Us. You are responsible for all related collection costs and expenses. If You are located in a different country from Us or our e-commerce partner that You are transacting with, your payments will be made to a foreign entity.

In the event any withholding tax (meaning any income, sales, use, gross receipts, business, occupation and other taxes and similar charges imposed by any government or other authority on Lansweeper in which Licensee is required by law to withhold or deduct on the License Fee payment to Lansweeper) is levied on the License Fees, then Licensee shall increase the sums paid to Lansweeper so the amount received by Lansweeper after the withholding tax is deducted is the full amount Lansweeper would have received if no withholding or deduction had been made. Lansweeper may apply and charge these withholding taxes back to Licensee, after Licensee has made the payment for a Paid Subscription (gross-up) where withholding taxes were withheld by Licensee.

Licensee and Lansweeper will cooperate to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If Lansweeper qualifies for a tax exemption, or a reduced treaty withholding rate, Lansweeper will provide Licensee with reasonable documentary proof. Licensee will provide Lansweeper evidence that it has paid the relevant authority for the sum withheld or deducted within thirty (30) days after the date of payment by the License Fee.

6.7 License Key for "Paid Subscriptions"

After payment receipt of the applicable License Fee(s), We will deliver the applicable license key(s) by email (to the Billing Contact's email address specified in your purchase order), which will give You, after downloading the Product, access to all functionalities as included in your Subscription Plan ("License key") unless otherwise agreed in writing by Lansweeper. All deliveries under these Terms will be electronic. For the avoidance of doubt, You are responsible for the installation of any Product, and You acknowledge that We have no further delivery obligation with respect to the Product after delivery of the License Key.

7. LANSWEEPER'S RESPONSIBILITIES

All obligations of Lansweeper under these Terms shall be considered obligations of means, meaning that Lansweeper will use reasonable efforts to obtain the results of its obligations, unless explicitly stated otherwise in these Terms or if it follows from the nature of the obligations that such obligation is an obligation of result.

Notwithstanding any other remedies provided in these Terms, Lansweeper shall have the right to suspend its obligations under these Terms, effective immediately, in case Licensee breaches any of its obligations for any reason whatsoever under these Terms, provided that Lansweeper notifies Licensee about such breach, and Licensee does not remedy such breach within ten (10) calendar days as of notification.

Lansweeper reserves the right to make use of subcontractors for the performance of its obligations under these Terms.

8. LICENSEE'S RESPONSIBILITIES & RESTRICTIONS

8.1 Documentation

The Documentation related to the Product can be found on our website's [Knowledge Base](#).

You are responsible for the use of the Product according to the requirements foreseen in the Documentation. In case the Product requires specific operating systems, including but not limited to a specific type of computer, memory space or operating system as described in the documents related to Product, You should ensure to have these in place.

8.2 Acceptable Use

Licensee shall not: (a) use the Product for service bureau, consulting or time-sharing purposes, including making the Product available in whole or in part (including but not limited to the Cloud Services, user accounts, Software, program listings, object and source program listings, object code and source code), in any form such as through resale or commercial distribution to any person or in any other way allow third parties to exploit the Product (including Affiliates); (b) provide Product passwords or other log-in information to any third party (including Affiliates); (c) share non-public Product features or content with any third party (including Affiliates); (d) access the Product in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Product, or to copy any ideas, features, functions or graphics of the Product; (e) engage in web scraping or data scraping on or related to the Product, including without limitation collection of information through any software that simulates human activity or any bot or web crawler; or (f) use the Product in support of, or to further, any activities prohibited by any applicable laws (e.g.,

money laundering) or, even if not prohibited by law, for gambling, prostitution, alcohol, drug, pharmaceutical or healthcare businesses or services.

You agree not to misuse the Product or help anyone else to do so, including without limitation doing or attempting the following in connection with the Product: (a) create false accounts or pretend to be another End-User or licensee; (b) communicate inaccurate information during the registration and use of the Product; (c) violate the personal privacy of third parties; (d) infringe the intellectual property rights of third parties; (e) use the Product in such a way that they can cause damage or nuisance to Lansweeper's computer systems or network, including those of third parties, due to, among other things, excessive data transmission, use of malware or the injection of malicious computer code.

In the event that Lansweeper suspects any breach of the requirements of this section by Licensee, including without limitation by its End-Users, Lansweeper may: (i) suspend Your access to the Product without advanced notice; (ii) remove or to disable access to the infringing User Content or any other information received by Lansweeper through the Product; and/or (iii) report such breach to the relevant authorities when such is required by applicable law. In addition to such other remedies as Lansweeper may have. Notwithstanding the foregoing Lansweeper shall in general not be required to monitor the data which is transmitted or stored, nor a general obligation actively to seek facts or circumstances indicating illegal activity.

8.3 Information security

Licensee expressly acknowledges that the Product itself is no firewall, antivirus, VPN, 'password manager' or other product that may be used to enhance its information security. Licensee is solely responsible for maintaining its information security systems, in order to prevent unauthorized access to its network, computers and applications.

8.4 Compliance with Laws

In its use of the Product, Licensee shall comply with all applicable laws, including without limitation the Data Protection Legislation.

8.5 End-Users & Product access

Licensee is responsible and liable for: (a) End-Users', employees', Billings Contact's and representatives' use of the Product in accordance with these Terms, including without limitation unauthorized conduct; and (b) any use of the Product through Licensee's account, whether authorized or unauthorized.

Licensee hereby acknowledges that as of Cloud Services Sign-up its End-Users shall have access to the Cloud Services if they have access to the Software.

Licensee shall take reasonable steps to prevent unauthorized access to the Product, including without limitation by protecting its passwords and other log-in information. Licensee shall notify Lansweeper immediately of any known or suspected unauthorized use of the Product or breach of its security and shall use best efforts to stop said breach.

8.6 Indemnification

You will indemnify Us and our subsidiaries, Affiliates, officers, agents, employees, partners, distributors and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to use of the Product, or violation of these Terms.

9. INTELLECTUAL PROPERTY RIGHTS – BETA RELEASES

9.1 Intellectual Property Rights

a) You acknowledge that all intellectual property rights vested in the Product anywhere in the world belong to Us (and our licensors) and no intellectual property rights whatsoever vested in the Product are transmitted or in any way assigned to You, including without limitation all graphics, user interfaces, logos, and trademarks. You acknowledge that rights in the Software are licensed (not sold) to You, and that You have no rights in, or to, the Product, including Software other than the rights granted to You under these Terms. Furthermore, you acknowledge that these Terms do not grant You any intellectual property license or rights in or to the Cloud Service or any of its components, You simply procure a right to use the Cloud Service, as of Cloud Service Sign-up and such is included in your subscription plan.

b) You acknowledge that You have no right to have access to the Product in source code form.

9.2 Beta releases

We may offer You the right to use certain [Beta Releases](#). If You choose to use Beta Releases, You acknowledge that the Beta Releases are still under development, may be inoperable or incomplete and are likely to contain bugs, errors, omissions and other problems. Beta Releases may be changed at any time without prior notice. Beta Releases are not subject to the DPA (as defined below) and You warrant to have sufficient authority to provide Us with Your Licensee Content for beta testing purposes. We do not guarantee that a Beta Release will be commercially released and made available under these Terms or otherwise. Lansweeper shall not be liable for any damages resulting from your use of the Beta Releases, use at Your own risk.

Your use of Beta Release is only permitted for the period designated by Us. We may terminate your right to use Beta Releases at any time and for any reason in our sole discretion, without liability to You.

From time to time, You may choose to submit comments, information, questions, data, ideas, description of processes, or other information related to the Beta Releases to Lansweeper, including sharing Your modifications or in the course of receiving support ("Feedback"). Lansweeper may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits Lansweeper's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

10. PRIVACY

10.1 Lansweeper Privacy Policy

Lansweeper may Process certain Personal Data about You, End-Users, Billing Contacts and/or any other natural persons as a Controller, according to our Privacy Policy. You agree to Provide such Privacy Policy, in which we detail how we collect, use, share and otherwise Process Personal Data, to your End-Users and Billing Contact.

10.2 Licensee Privacy Policy

Licensee recognizes that it is responsible for being transparent towards its End-Users and any other Data Subjects for whom it acts as a Controller and should provide relevant privacy policies and make such available to End-Users as may be required by Data Protection Legislation. Other than provided under section 10.1, Lansweeper shall not provide any privacy policies to End-Users regarding their use of the Product.

10.3 Data Processing Agreement

To the extent that Lansweeper Processes Personal Data, on behalf of the Licensee through providing the Product, and the Data Protection Legislation applies to such Processing, Lansweeper shall Process such Personal Data in accordance with the provisions of its data processing agreement ("DPA"). The DPA located at: <https://www.lansweeper.com/terms-of-use/>, or any other link Lansweeper may provide, and is hereby incorporated by reference and forms part of these Terms, without the need for further action.

11. LICENSEE CONTENT

11.1 Licensee Content Ownership

The Licensee (or its licensors in the event applicable) shall be the sole and exclusive owner of all (rights related to the) Licensee Content including (i) any modification of such Licensee Content, or (ii) any materials resulting from the processing of the Licensee Content, including Aggregate Data.

11.2 Use of Licensee Content

Where Licensee uses the Cloud Services or LsAgent, it hereby acknowledges that its Licensee Content will be transferred to Lansweeper. Unless it receives Licensee's prior written consent, Lansweeper: (a) shall not access, process, or otherwise use Licensee Content other than as necessary to facilitate the Product; and (b) shall not intentionally grant any third party access to Licensee Content, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Lansweeper may disclose Licensee Content as required by applicable law or by proper legal or governmental authority. Lansweeper shall give Licensee prompt notice of any such legal or governmental demand

and reasonably cooperate with Licensee in any effort to seek a protective order or otherwise to contest such required disclosure, at Licensee's expense.

Where Licensee uses the Cloud Services or LsAgent Licensee hereby grants Lansweeper a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display the Licensee Content and to the extent necessary to perform its obligations under these Terms, in particular to provide and maintain the access to the Product, and for no other purposes.

11.3 Data Accuracy

Lansweeper will have no responsibility or liability for the accuracy of data uploaded to the Product by Licensee, including without limitation Licensee Content and any other data uploaded by End-Users.

11.4 Data Deletion

Lansweeper may permanently erase Licensee Content from the Cloud Services if Licensees' Subscription Plan is delinquent, suspended, or terminated and not renewed, for thirty (30) calendar days or more. Notwithstanding the foregoing, Lansweeper will only store LsAgent data in the Cloud Service relay for a maximum period of fourteen (14) calendar days as of transfer, after which it will be deleted.

11.5 Metrics, notifications & Aggregate Data

Customer acknowledges and agrees that Lansweeper may aggregate Licensee Content, from Your Lansweeper Instance, whether or not you make use of Cloud Services or LsAgent, into Aggregate Data and extract Installation Metadata. Licensee hereby grants Lansweeper a non-exclusive, royalty-free, perpetual, worldwide, sublicensable, transferable, license to use, reproduce, sell, publicize, or otherwise exploit: (i) Aggregate Data and; and (ii) Installation Metadata, in any way, at Lansweeper's sole discretion, including without limitation to provide You with Product features as per your Subscription Plan, such as metrics and notifications. Information Security.

Notwithstanding the foregoing, where Aggregate Data relates to a specific Licensee and allows for identification of that Licensee, such Aggregate Data shall only be used for internal Lansweeper purposes.

Licensee recognizes and agrees that hosting Licensee Content online in any case involves risks of unauthorized disclosure or exposure and that, in accessing and using the Product, Licensee assumes such risks. Lansweeper offers no representation, warranty, or guarantee that Licensee Content will not be exposed or disclosed through errors or the actions of third parties.

12. LANSWEEPER LIMITED WARRANTY

To the maximum extent permitted by law, the Product is provided "as is" and as available and We and our licensors expressly disclaim any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory.

Without prejudice to the foregoing, You acknowledge the Product is not personalized or customized to fit Your particular needs. To the fullest extent permitted by applicable law and except when expressly set out otherwise under these Terms, You bear all risk arising out of the performance and use of the Product and Documentation and we expressly disclaim any representation, condition and warranty, whether express, implied, or statutory, including without limitation, and any warranties of title, non-infringement, non-interference and quiet enjoyment, system integration, merchantability, fitness for a particular purpose and data accuracy.

To the maximum extent permitted by applicable law there is no warranty that the Product will be error-free, that access will be continuous or uninterrupted, that any information provided or used with the Product will be secure, accurate, complete or timely, or that any content will be preserved or maintained without loss. To the maximum extent permitted by applicable law We shall not be liable for any product failures or other problems inherent in use of the internet and electronic communications or other systems outside our reasonable control. You may have other statutory rights; however, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law. To the maximum extent permitted by applicable law there is no warranty that the Product is secure from hacking or other unauthorized intrusion or that licensee content will remain private or secure.

Without limiting the generality of the foregoing, Lansweeper has no obligation to indemnify or defend Licensee against claims related to infringement of intellectual property rights.

13. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law and except where expressly set out under these Terms, You or any third party cannot recover any consequential, incidental, indirect, special, punitive, pecuniary, loss of profit, business interruption, loss of business information or other damages from Lansweeper.

In any event, Lansweeper's total aggregate liability shall be limited to the greater of (a) the License Fees paid by You to Us during the last twelve (12) months; or (b) one (1) hundred euros (EUR100).

This article will survive and apply even if any limited remedy in these Terms is found to have failed of its essential purpose.

14. COMMUNICATION

a) You may send notices to Us at following address: LANSWEEPER NV, at ZEELSEBAAN 83Z, 9200 DENDERMONDE, BELGIUM or by e-mail via administration@lansweeper.com. Notices will be deemed received after our confirmation of receipt by Lansweeper via email.

b) If We must contact You or give you notice in writing, We will do so by e-mail or postal mail to the Licensee or Billing Contact address provided by You to Us.

c) All communications and notices to be made or given pursuant to these Terms, shall be in the English language.

15. CONFIDENTIALITY

In connection with access to the Product, You may receive access to our confidential or proprietary information ("Confidential Information"). Confidential Information includes the Product, all non-public elements of the Product, Beta Releases and any performance information regarding the Product. Confidential Information excludes information that You already lawfully knew or that becomes public through no fault by You. You will (a) use a reasonable degree of care to protect all Confidential Information, (b) not use Confidential Information except in support of its authorized use of the Product and (c) not disclose Confidential Information except to employees and agents with a legitimate need to know and who have agreed in writing to keep it confidential. You may also disclose Confidential Information to the extent required by law after reasonable notice to Us and cooperation to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and We may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

16. CHOICE OF GOVERNING LAW AND JURISDICTION

These Terms are exclusively governed by the Belgian law.

In the event of any controversy You agree to first try to resolve the dispute informally with us.

In the event of failure, only the competent courts of our registered seat in Belgium will be competent.

17. UNFORESEEABLE CIRCUMSTANCES

No delay, failure, or default, other than a failure to pay License Fees when due, will constitute a breach of these Terms in case of Force Majeure. The party invoking Force Majeure will not be required to provide proof of the unforeseeability and unimputability of the Force Majeure event.

The duty to perform obligations affected by Force Majeure, are suspended for the duration of the Force Majeure. The parties will take reasonable measures to limit the effects of the Force Majeure event. In case the duration of the Force Majeure exceeds two (2) months, the other party shall have the right to terminate these Terms and/or Subscription Plan.

18. ENTIRE AGREEMENT

These Terms, together with incorporated agreements (Specific Terms, DPA, ...), contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

In case of a conflict between this Agreement and its incorporated agreements, the terms of the incorporated agreements shall rule, unless explicitly indicated otherwise.

19. LANGUAGES & TRANSLATIONS

These Terms are in English language only, which language shall be controlling in all respects. Other language versions, if provided, shall be for Your convenience only and shall not be binding, if there is a discrepancy between any translation of these Terms and these Terms, these Terms shall prevail.

20. SEVERABILITY

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect and the provision declared to be unlawful or unenforceable will be considered as automatically replaced by a similar provision that is lawful and enforceable.

21. AMENDMENTS

- a) Except where explicitly provided otherwise herein, we may update or modify these Terms from time to time, including referenced agreements (Specific Terms, DPA, ...), for following reasons (i) applicable law, including, but not limited to, a change of such law advice or order based on applicable law; (ii) changes to the Product; (iii) technical reasons; (iv) operational requirements; or (v) changes that are advantageous to You..
- b) If a revision meaningfully reduces your rights, We will use reasonable efforts to notify You (by, for example sending an email to the Licensee, posting on our blog or in the Product itself). You must notify Us within fifteen (15) calendar days of our notice of the modifications that You do not agree with such changes, and We (at its option and as your exclusive remedy) may either: (i) permit You to continue under the prior version of these Terms until your next Paid Subscription (after which the modified Terms will apply) or (ii) allow You to terminate these Terms and receive a prorated refund based on the unused portion of your Plan Duration.
- c) Upon any changes to these Terms, You may be required to click to agree to the modified Terms in order to continue using the Product, and in any event continued use of the Product after the modifications take effect constitutes your acceptance of the modifications.
- d) Freeware and Free Trial users need to accept the updated Terms as well to continue using the Freeware or Free Trial Product. For the avoidance of doubt, any purchase is subject to the version of the Terms in effect at the time of the purchase.

22. PUBLICITY RIGHTS

We may identify You as Lansweeper user in our promotional materials. You may request that we stop doing so by submitting an email to administration@lansweeper.com at any time.

23. TRANSFER OF RIGHTS

- a) We reserve the right to transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.
- b) You may only transfer your rights or your obligations under these Terms to another person upon written agreement from Us.

24. WAIVER

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any other later default by You.

25. AUDIT

We shall have the right upon ten (10) calendar days prior written notice to audit your compliance with these Terms during normal business hours. In connection with such audit We shall have access to all reasonably requested documents, equipment, information and personnel. You shall maintain complete and accurate records of your use of the Product for a period of at least three years from the first use of the Product.

LANSWEEPER DATA PROCESSING ADDENDUM

To the extent that Lansweeper Processes Personal Data, on behalf of the Licensee through providing the Product, and the Data Protection Legislation applies to such Processing, this Data Processing Addendum hereinafter set forth, as amended from time to time, shall form a part of the Terms of Use between Licensee and Lansweeper and are hereby incorporated by reference into the Terms of Use, without the need for further action. In case of conflict between the Provisions of the Terms of Use and this DPA, the provisions of the DPA shall prevail.

1 Definitions and Interpretation

- 1.1 Capitalized terms used, but not defined, in this Data Processing Addendum are defined in the Agreement (as defined below), the other capitalized terms used in this Data Processing Addendum shall have the following meaning:
- 1.1.1 "Agreement" means the Lansweeper Terms of Use and any other specific agreement between the Licensee and Lansweeper and/or its Affiliates relating to the Services.
- 1.1.2 "DPA" means this Lansweeper Data Processing Addendum together with its annexes, which shall be an integral part of the Agreement between the Parties.
- 1.1.3 "Services" means the services related to provision of the Product by Lansweeper.
- 1.1.4 "Sub-processor" means any Processor (including any third party excluding a person working under the authority of Lansweeper) appointed by or on behalf of Lansweeper, or its Sub-processor, to Process Personal Data on behalf of Lansweeper in connection with the Agreement.

2 Object of this DPA

- 2.1 This DPA is added to the Agreement in order to comply with applicable Data Protection Legislation, and the provisions of the Agreement shall apply to this DPA.
- 2.2 For the purposes of this DPA End-Users, Billing Contacts and Help Desk-Agents as detailed in the Agreement shall be considered to form an integral part of the Licensee and Licensee shall be responsible for their compliance with this DPA.
- 2.3 This DPA sets out the subject-matter and duration of the Processing, the nature and purpose(s) of the Processing, the types of Personal Data and categories of Data Subjects and the obligations and rights of the Licensee and Lansweeper in relation to the Services as further detailed in Annex I (*Details of Processing*).

3 Duration and Termination

- 3.1 The duration of the Processing is set out in the Agreement.
- 3.2 Upon termination or expiry of this DPA, or at any earlier moment if the Processing of Personal Data is no longer relevant for the delivery of the Services, Lansweeper shall delete the Personal Data unless a law or regulation requires storage of the Personal Data. Notwithstanding the foregoing, we will only store LsAgent data in the Cloud Service relay for a maximum period of one (1) month.
- 3.3 Notwithstanding the foregoing, articles 3, 4 and 5 of this DPA shall survive the termination of this DPA.

4 Data Protection

- 4.1 Parties shall comply with the applicable Data Protection Legislation, for their own account and sole responsibility, unless otherwise set out herein.
- 4.2 Where Personal Data is Processed by Lansweeper in relation to the performance of this DPA, the Agreement and the Services, Lansweeper shall:
- 4.2.1 **Instructions** - process the Personal Data only on documented instructions from Licensee as solely provided herein, unless required to do so by applicable laws and regulations to which Lansweeper is subject. In such a case, Lansweeper shall inform Licensee of that legal requirement before Processing,

unless that law prohibits such information on important grounds of public interest. Parties agree that this DPA makes up the entire instruction of Licensee to Lansweeper, any other instructions have to be agreed to in writing by Lansweeper, reserving its rights to charge additional costs for compliance with such instructions;

- 4.2.2 **Need-to-know** - provide Personal Data only to authorised persons (which shall include employees, agents, resellers, distributors, partners, Sub-processors and subcontractors) on a need-to-know basis and ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 4.2.3 **Measures** – taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. A description of the Lansweeper requirements as further detailed in **Annex II (Security Requirements)**. Such requirements and measures may be updated by Lansweeper, from time to time. Licensee shall be solely responsible for its own means of accessing the Services (e.g. through proxies) and providing adequate measures to ensure an appropriate level of security;
- 4.2.4 **Sub-processors** - based on the general authorisation to use Sub-processors hereby provided by Licensee, inform Licensee of any addition or replacement of Sub-processors, thereby giving Licensee the opportunity to object to such changes on reasonable grounds during a period of ten (10) days, after which such Sub-processors shall be deemed to have been accepted. A description of the Lansweeper Sub-Processors is further detailed in **Annex III (Sub-processors)**. Sub-processors engaged by Lansweeper prior to entering into this DPA are accepted by Licensee. In case Licensee objects to a new Sub-processor and such objection is based on reasonable grounds, Lansweeper shall employ reasonable efforts to resolve the issue.
- 4.2.5 Where Lansweeper engages a Sub-processor for carrying out specific Processing activities on its behalf, reasonably equivalent data protection obligations as set out in this DPA shall be imposed on that Sub-processor. Where that Sub-processor fails to fulfil its obligations under the Data Protection Legislation, Lansweeper shall remain fully liable to Licensee in accordance with the terms set out in this DPA;
- 4.2.6 **Assistance** - taking into account the nature of the processing, reasonably assist Licensee by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Licensee's obligation to respond to requests for exercising Data Subject's rights, without prejudice to Lansweeper' right to charge Licensee any reasonable costs for such assistance. Lansweeper shall promptly notify Licensee about any legally binding request by a Data Subject;
- 4.2.7 **Cooperation** – reasonably assist Licensee in ensuring compliance with its obligations relating to the: security of the Processing, notification of Personal Data Breaches and data protection impact assessments and prior consultations taking into account the nature of Processing and the information available to Lansweeper and without prejudice to Lansweeper' right to charge Licensee any reasonable costs for such assistance;
- 4.2.8 **Personal Data Breach** – Lansweeper shall notify the Licensee without undue delay after becoming aware of a Personal Data Breach. Such notification shall contain following information: (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the data protection officer or other contact point where more information can be obtained; (iii) the likely consequences of the Personal Data Breach; (iv) the measures taken or proposed to be taken by Lansweeper to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.
- 4.2.9 The obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by Lansweeper of any fault or liability with respect to the Personal Data Breach;
- 4.2.10 **Information & Audit** - make available to Licensee all information reasonably necessary to demonstrate

compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections subject to following conditions. Licensee must request an audit in writing and with prior notice of thirty (30) calendar days and may instruct acknowledged audit professionals at its own expense to execute such audit in following cases:

- once every twelve (12) months provided that such additional audit inquiries shall not unreasonably impact in an adverse manner Lansweeper' regular operations and do not prove to be incompatible with applicable legislation or with the instructions of a competent authority;
- Where an audit is reasonably considered necessary because of genuine concerns as to Lansweeper' compliance with this DPA;
- Where a competent data protection authority requires this under applicable Data Protection Legislation;
- Following a Personal Data Breach.

4.2.11 The Licensee shall promptly notify Lansweeper with information regarding any non-compliance discovered during the course of an audit or review of provided information. The Licensee agrees to provide Lansweeper with a draft of the audit report for review. Lansweeper is entitled to propose any amendments and add management comments to this draft before Licensee establishes the final version.

4.2.12 reasonably inform Licensee if, in its opinion, an instruction infringes applicable Data Protection Legislation.

4.3 Transfer - Personal Data Processed in the context of this DPA may be transferred to a country outside the European Economic Area without the prior written consent of Licensee, where Lansweeper ensures that appropriate safeguards are in place for such transfer or an adequate level of protection is guaranteed. Licensee hereby authorises Lansweeper to enter into Standard Contractual Clauses (SCC's) within the meaning of article 46(2) (c) & (d) GDPR, on behalf of Licensee. For the sake of clarity in such case, Licensee shall be the data exporter (as defined in the SCC's) and Lansweeper or its Sub-processor shall be the data importer (as defined in the SCC's).

5 Privacy Statement

5.1 Without prejudice to Section 2.1, Lansweeper may Process certain Personal Data for its own purposes (e.g. execution of the Agreement), such Processing shall not be subject to this DPA. In such cases Lansweeper shall be considered a controller, for more information please refer to our privacy policy: <https://www.lansweeper.com/privacy-policy/>.

List of Annexes:

Annex I: Details of Processing

Annex II: Security Requirements

Annex III: Sub-processors

Annex I: Details of Processing

1. The duration of the Processing

The duration of the Processing is set out in this DPA.

2. The subject-matter of the Processing

The subject-matter of the Processing is set out in this DPA and relates to the Services.

3. The types of Personal Data to be Processed

All data collected by the Product, which may include without limitation: electronic identification data (such as IP-addresses), Asset data, ...

4. The categories of Data Subjects to whom the Personal Data relates

The Personal Data may relate to Licensee, End-Users and/or any other Data Subject to whom the collected data may relate.

5. The nature and purpose of the Processing

Lansweeper may Process Personal Data on behalf of Licensee through i.a. recording, storage, adaption, transmission & dissemination, in provision of the Services.

Annex II: Security Requirements

Lansweeper has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to data, which meet following requirements:

Organizational requirements:

- ✓ Security policy
- ✓ Appointment internal responsible for information security / data protection
- ✓ Asset Management
- ✓ Staff Training
- ✓ Classification of information
- ✓ Periodic verification of the adequacy of the processing systems and services
- ✓ Processing register
- ✓ Infringement log

Technical requirements:

- ✓ Backup system
- ✓ Access control (physical and logical)
- ✓ Authenticate & Authorization
- ✓ Password policy
- ✓ Logging system, detection and analysis of access
- ✓ Anti-virus
- ✓ Fire wall
- ✓ Network security
- ✓ Supervision, review and maintenance of the systems
- ✓ Encryption of personal data

Annex III: Sub-processors

Sub-processor	Service Description	Incorporation Location	Storage / Transfer Location	Transfer Justification
Microsoft, Inc. (Azure)	Cloud storage for LsAgent Cloud Service relay	United States	United States	SSC's & EU-US Privacy shield
Amazon Web Services EMEA SARL (AWS)	Cloud storage for the Cloud Services	Luxembourg	Storage: Ireland & Germany Transfer: possibly to outside the EEA	SCC's

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

November 18, 2020

Subject: Proposed retroactive acceptance of donation from CNA for conference registration fees

Recommended Action: Approve; Adopt Resolution

Summary:

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

CNA provides Health Facilities Excess Coverage insurance to the Authority. CNA, through its Health Pro Risk Control Fellowship Program, has offered to donate to the Authority conference registration fees for two Authority employees to attend the Health Care Compliance Association "2020 Healthcare Enforcement Compliance Conference" from November 16, 2020 through November 18, 2020. This is an important training session and networking opportunity for the Authority and is necessary in connection with Authority business. CNA has not imposed any restrictions as to how the donation may be used.

Due to continuous developments with the Coronavirus (COVID-19) and the safety and health concerns of attendees, speakers, vendors and staff, the Health Care Compliance Association has converted the conference into an online virtual conference, so no travel is involved.

Therefore, it is recommended that your Board retroactively adopt the attached proposed resolution to accept the donation from CNA for conference registration fees, and authorize the Chief Executive Officer to designate two Authority employees to attend this important conference.

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

In the matter of:

Resolution No. 2020-____

**ACCEPTANCE OF DONATION FROM CNA
FOR CONFERENCE REGISTRATION FEES**

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 18th day of November, 2020, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

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

(b) CNA provides Health Facilities Excess Coverage insurance to the Kern County Hospital Authority; and

(c) CNA, through its Health Pro Risk Control Fellowship Program, has offered to donate to the Authority conference registration fees for two Authority employees to attend the Health Care Compliance Association “2020 Healthcare Enforcement Compliance Conference” from November 16, 2020 through November 18, 202; and

(d) Due to continuous developments with the oronavirus (-) and the safety and health concerns of attendees, speakers, vendors and staff, the Health Care Compliance Association has converted the “2020 Healthcare Enforcement Compliance Conference” into an online virtual conference, so no travel is involved; and

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

(f) The Authority desires to obtain the donation of conference registration fees to the Authority and will retain full control over the use of the donation; and

(g) CNA has not made any restrictions as to how the donation may be used.

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

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

2. This Board hereby accepts from CNA the donation of conference registration fees to cover the cost for two Authority employees to attend the Health Care Compliance Association “2020 Healthcare Enforcement Compliance Conference” from November 16, 2020 through November 18, 2020.

3. This Board authorizes the Chief Executive Officer to designate two Authority employees to attend the Health Care Compliance Association “2020 Healthcare Enforcement Compliance Conference” from November 16, 2020 through November 18, 2020.

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

Chief Executive Officer
Chief Financial Officer
Legal Services Department
Human Resources Department



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

November 18, 2020

Subject: Proposed increase in the total maximum payable of Agreement 2016-036 with Cerner Corporation

Recommended Action: Approve

Summary:

Since the formation of the Kern County Hospital Authority (“Authority”), effective July 1, 2016, we have focused on addressing the critical financial, operational, and technological infrastructure needs of the organization. In that regard, the Authority has undertaken a multi-year, multi-million dollar infrastructure plan to address the information technology components needed to successfully operate the hospital and clinics with the intention of having an integrated system solution from a single vendor to the extent possible.

We recommended Cerner Corporation (“Cerner”) as the information systems vendor to assist with these technology needs, and your Board approved the original agreement with Cerner on June 22, 2016 for the Cerner Peoplesoft financial systems. This agreement serves as the master Cerner agreement. Since then your Board has approved additional amendments, sales orders, and expenditures for various Cerner components to build the integrated clinical and financial Cerner systems.

As we continue our relationship with Cerner, there are three additional items that must be approved retroactively by your Board regarding the Cerner project.

First, on June 19, 2019, your Board approved Amendment No. 13 to the agreement to extend Cerner services to support the five-month delay in the Cerner Millennium electronic health record from July 1, 2019 to November 1, 2019. As part of requested approval, the term of the master agreement with Cerner was extended from June 30, 2024 through December 31, 2027. However, the requested increase to the maximum payable of \$2,200,000 was only for extending the go-live date to November 1, 2019. It did not include the additional funds for the subsequent three-year extension. This letter requests your Board’s approval to increase the maximum payable for the three-year extension by \$12,601,749.

Second, your Board approved travel and related expenses for Cerner staff as part of the agreement. Travel costs incurred by Cerner since 2016 total \$2,356,227 and need to be added to the maximum payable amount.

Third, additional Cerner items have been approved by the Chief Executive Officer that were within his authority delegated by your Board. These items total \$993,871 and are individually outlined in the attached spreadsheet.

Lastly, we anticipate that there will be additional Cerner changes as upgrades and enhancements are released and required to keep systems current. They will be brought to your Board for approval as they become available.

The total not to exceed amount for the entire term of the Cerner agreement from June 22, 2016 through December 31, 2027 is now \$70,851,724.

Key Performance Indicators (KPIs) tracking financial and operational measures are attached, which demonstrate many of the significant improvements benefiting the organization since implementing Cerner. We will review a summary of those improvements during the discussion on this item.

Therefore, it is recommended that your Board approve increasing the maximum payable for the additional three-year term of the agreement by \$12,601,749, and \$2,356,227 for Cerner travel costs, for a total not to exceed amount of \$70,851,724.

CERNER Project - Budget Recap

Total

3M Remote Hosting for Coder Services

Fetal Link Maintenance

Fetal Link Hardware

Clinic Admitting Workflow Services

Bank Account Change from Wells Fargo to PNC

Integrate Evidence Based Decision Support software with Cerner

IT Staff Training

Additional Single Sign On License for physician users

Label printers for Nursing Workstations

Label Printer for Admitting locations (armbands)

Fetal Link Bar Code Scanners

Added Q Street MOB location to Scope

Cerner Go Live Support beyond the 5 day

Board Approval Needed - Fees < \$250k

993,871

Cerner Electronic Health Record Effectiveness

**Key Performance Indicators
&
Enhancements**

Revenue Cycle • Operations • Safety

Key Performance Indicators - Revenue Cycle

	STAR	Cerner	% Change
Facility Average Daily Revenue	\$ 2,208,410	\$ 2,421,503	9%
Facility Cash Collections Monthly Average	\$ 14,569,689	\$ 16,500,811	12%
Facility Claims Generated Monthly Average	\$ 65,000,000	\$ 95,516,804	32%
Facility AR Days	84	72	14%
Facility AR Days > 90	31	17	45%
Facility Clean Claim Rate	61%	91%	33%
Discharged Not Final Billed (DNFB) AR Days	15	12	21%
Acute Denial Rate	4.0%	2.5%	38%
Facility Registration Accuracy	81%	96%	15%
Facility Discharged Not Final Coded (DNFC) Monthly Average	\$ 25,031,688	\$ 7,070,014	72%
Facility Claims Coded Charges Monthly Average	\$ 65,075,507	\$ 99,142,949	52%
	HPP	Cerner	
Physician Enterprise Average Daily Revenue	\$ 309,234	\$ 325,510	5%
Physician Enterprise Cash Collections Monthly Average	\$ 1,414,736	\$ 1,443,344	2%
Physician Enterprise Claims Generated Monthly Average	\$ 7,186,306	\$ 9,628,001	25%
Physician Enterprise AR Days *	95	136	-43%
Physician Enterprise AR Days > 90	70	111	-59%
Physician Enterprise Clean Claim Rate Monthly Average	59%	99%	40%

* Professional Coding has encountered staffing issues due to COVID 19 coupled with additional charge capture. We have transitioned to new contract coders through Cerner Rev 1 as of 08/14/2020. Fifty percent of the contract coders have started and the remaining 50% will onboard 10/15/2020. Cerner is also providing five additional coders to eliminate the backlog by year end. These initiatives are expected to lower professional coding AR days currently at 78 to 14 days.

Key Performance Indicators - Operations

Emergency Department				
	Baseline (2017 Avg)	Nov-Dec 2019 (FY20)	Jan-Mar (FY20 Q3)	Mar-Jun (FY20 Q4)
Door to triage median (minutes)	32	32	19	18
<i>Goals</i>		28	26	24
Door to Provider Evaluation (median minutes)	101	67	62	47
<i>Goals</i>		91	86	81
Arrival to Departure median for admitted patients (boarding time; minutes)	1181	741	698	570
<i>Goals</i>	19 hrs, 41 min	12 hrs, 21 min	11 hrs, 38 min	9 hrs, 30 min
LWOT	6.0%	6.2%	5.3%	4.9%
<i>Goals</i>		5.7%	5.4%	5.1%
ED STAT Lab TAT (draw to result; minutes)				
BMP	65	33.02	35.53	31.56
<i>Goals</i>		<60	<60	<60
Troponin	59	35.36	35.84	34.49
<i>Goals</i>		53	50	47

Bed Management Throughput				
	Baseline (2017 Avg)	Nov-Dec 2019 (FY20)	Jan-Mar (FY20 Q3)	Mar-Jun (FY20 Q4)
Average admission order to bed assignment (minutes)				
Med/Surg	50	59	34	21
<i>Goals</i>		44	41	38
DOU	66	69	34	14
<i>Goals</i>		<60	<60	<60
ICU	70	18	7	13
<i>Goals</i>		62	58	54
Peds	45	133	26	31
<i>Goals</i>		41	39	37
IPU	61	17	NA	11
<i>Goals</i>		55	52	49

Inpatient Care Flow				
	Baseline (2017 Avg)	Nov-Dec 2019 (FY20)	Jan-Mar (FY20 Q3)	Mar-Jun (FY20 Q4)
Average Length of Stay (Days)	4.4	5.36	4.90	4.87
<i>Goals (for Fiscal Year End)</i>		4.90	4.90	4.90
Percentage of Patients Discharged by 1:00 pm	18%	11%	10%	12%
<i>Goals</i>		20%	21%	22%
Patient Room Turnover	60 min	56 min	57 min	59 min
<i>Goals</i>		<60 min	<60 min	<60 min
Medication Reconciliation at Discharge (% Final)	78%	68%	65%	76%
<i>Goals</i>		91%	98%	98%

Key Performance Indicators - Operations

Outpatient Care Flow				
	Baseline (2017 Avg)	Nov-Dec 2019 (FY20)	Jan-Mar (FY20 Q3)	Mar-Jun (FY20 Q4)
Average time from scheduled appointment time to registration				
Columbus	6 min	6 min 3 sec	4 min 21 sec	3 min 44 sec
<i>Goals</i>		5 min 20 sec	5 min	4 min 40 sec
Stockdale	17 min	4 min 7 sec	2 min 31 sec	3 min 20 sec
<i>Goals</i>		16 min	15 min 30 sec	15 min
Average time from registration to vitals				
Columbus	13 min	11 min 16 sec	11 min 12 sec	11 min 52 sec
<i>Goals</i>		11 min 40 sec	10 min 20 sec	9 min 40 sec
Stockdale	13 min	27 min 42 sec	23 min 4 sec	19 min 4 sec
<i>Goals</i>		11 min 40 sec	10 min 20 sec	9 min 40 sec
Average time from registration to departure				
Columbus	92 min	121 min	95 min	82 min
<i>Goals</i>		82 min	77 min	72 min
Stockdale	64 min	94 min	79 min	71 min
<i>Goals</i>		58 min	55 min	52 min

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Nursing Management	Acute Care Services	Notifications	Physician Notification - no longer have to fill out a piece of paper
Nursing Management	Acute Care Services	Quality/Efficiency	Discharges are easier
Nursing Management	Acute Care Services	Quality/Efficiency	Everything is centrally located (all in one program)
Nursing Management	Acute Care Services	Quality/Efficiency	Integrated System populates data to different aspects of the chart
Nursing Management	Acute Care Services	Quality/Efficiency	Tasks and Reminders Simplified
Nursing Management	Acute Care Services	Quality/Efficiency	The automatic renewal for am labs
Nursing Management	Acute Care Services	Safety	BRIDGE for blood transfusions (the process has been made easier)
Nursing Management	Administration	Quality/Efficiency	Integration of Clarvia staffing solution with Cerner EHR
Nursing Management	Administration	Quality/Efficiency	Management and quality data availability
Nursing Management	Emergency Dept	Safety	Improved ability to track patient movement within Emergency Department
Nursing Management	Emergency Dept	Safety	Patient Tracking Provides Enhanced Safety by Continuous Monitoring of Patient Location and Service
Nursing Management	Emergency Dept	Safety	Quick glance design provides visibility to who has accessed records
Nursing Management	Peri-Operative Management	Quality/Efficiency	Ability to customize and improve record to improve documentation and accuracy
Nursing Management	Peri-Operative Management	Quality/Efficiency	Cerner implementation has allowed our organization to sunset the multiple separate systems that were used previously and allows us to see a patient encounter at a glance from admission through billing in one system.
Nursing Management	Peri-Operative Management	Quality/Efficiency	Cerner implementation has provided easy access to patient records across all sites of care.
Nursing Management	Peri-Operative Management	Quality/Efficiency	Improved reporting to assess project targets, such as on time starts and OR turnovers and other PI Projects

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Nursing Management	Peri-Operative Management	Quality/Efficiency	Specifically track surgery specialty turnover rates as well as specific staff turnover rates and on time starts
Nursing Management	Peri-Operative Management	Quality/Efficiency	We can also get Surgeon and specialty case breakdowns for each type of case to allow for analysis of overall costs of each type of surgery.
Nursing Management	Staff Development	Safety	Blood administration is integrated into Cerner as well as Point of Care testing.
Nursing Management	Staff Development	Safety	Medication administration was integrated into Cerner, that benefit gives nursing a bigger picture.
Operations	Ambulatory	Quality/Efficiency	Ability to confirm patients PAT appointment and surgery date
Operations	Ambulatory	Quality/Efficiency	Ability to run daily productivity reports, per provider and or resource
Operations	Ambulatory	Quality/Efficiency	Aftercare Instructions/Patient Education- one system with multiple languages and in color
Operations	Ambulatory	Quality/Efficiency	All records for Ambulatory & Inpatient in one place
Operations	Ambulatory	Quality/Efficiency	Ambulatory Environment
Operations	Ambulatory	Quality/Efficiency	Banner Bar facilitates quick reference for vital demographics and clinical info
Operations	Ambulatory	Quality/Efficiency	Barcode scanning
Operations	Ambulatory	Quality/Efficiency	Casting documentation more efficient
Operations	Ambulatory	Quality/Efficiency	CDI Work Queues – electronic “paperless” faxes. Ability to route directly to the patients chart
Operations	Ambulatory	Quality/Efficiency	Chronic Problem list pulls forward previous documentation for verification
Operations	Ambulatory	Quality/Efficiency	Clinic discharge process is more efficient with patient education and future appointment pre-printed
Operations	Ambulatory	Quality/Efficiency	Clinic medication ordering and documentation via task tab

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Operations	Ambulatory	Quality/Efficiency	Clinic Workflow
Operations	Ambulatory	Quality/Efficiency	Dictation widely available (Power Mic Mobile) without the need for actual dragon mics
Operations	Ambulatory	Quality/Efficiency	Discern Reporting Portal
Operations	Ambulatory	Quality/Efficiency	Duplicate/Same name are flagged in revenue cycle reporting
Operations	Ambulatory	Quality/Efficiency	ECG worklist
Operations	Ambulatory	Quality/Efficiency	In-between visits feature
Operations	Ambulatory	Quality/Efficiency	In-between visits function allows referral staff to enter outside referrals real time and not have to wait for medical record personnel. Improved communication between Referral staff and clinical team.
Operations	Ambulatory	Quality/Efficiency	Increased reporting capabilities
Operations	Ambulatory	Quality/Efficiency	Mandatory Fields hard stops- "Smoking Sensation"
Operations	Ambulatory	Quality/Efficiency	Menu Bar organizes documentation tools
Operations	Ambulatory	Quality/Efficiency	Message Center – with "pools" creates efficient communication between clinics/departments
Operations	Ambulatory	Quality/Efficiency	Message Center is multifunctional (Pools)
Operations	Ambulatory	Quality/Efficiency	One Username and Password
Operations	Ambulatory	Quality/Efficiency	Orders are organized by category and can be filtered further by date etc.
Operations	Ambulatory	Quality/Efficiency	Pathology, Micro, diagnostics all in the same location helps when "chart prepping" for providers.
Operations	Ambulatory	Safety	Prenatal cards allow for real-time documentation

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Operations	Ambulatory	Quality/Efficiency	Quality Improvement and Safety
Operations	Ambulatory	Quality/Efficiency	Quick links to CHC
Operations	Ambulatory	Quality/Efficiency	Quick Orders
Operations	Ambulatory	Quality/Efficiency	Radiology and Lab orders placed for future no longer require paper orders
Operations	Ambulatory	Quality/Efficiency	Recommendations tab is in alignment with our QIP and Prime metrics allows real time Health maintenance screening
Operations	Ambulatory	Quality/Efficiency	Referral Management documentation
Operations	Ambulatory	Quality/Efficiency	Results review is much more robust. If you double click on any result, it will take you directly to the orders and normal reference range
Operations	Ambulatory	Quality/Efficiency	Scanned Documents: Fewer scanned documents with Cerner and easier to scan documents
Operations	Ambulatory	Quality/Efficiency	Social history controls make IP and OP documentation consistent and face up for both sides of the HC system.
Operations	Ambulatory	Quality/Efficiency	Standardized Patient Intake
Operations	Ambulatory	Quality/Efficiency	Standardized Procedure Notes
Operations	Ambulatory	Quality/Efficiency	Tumor Board Facilities Quick Reference for Patients
Operations	Ambulatory	Quality/Efficiency	Unused encounters are not wasted - now available for rescheduled appointments
Operations	Ambulatory	Quality/Efficiency	Uploading Cure scripts to patient's EMR
Operations	Ambulatory	Quality/Efficiency	Vaccine Information Sheet (VIS)
Operations	Ambulatory	Revenue Cycle	Ability to monitor in real time

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Operations	Ambulatory	Revenue Cycle	Ability to track completion
Operations	Ambulatory	Revenue Cycle	Ability to track recurring encounters in the EMR
Operations	Ambulatory	Revenue Cycle	Charge reconciliation reports
Operations	Ambulatory	Revenue Cycle	Electronic system
Operations	Ambulatory	Revenue Cycle	Improved Charge Reconciliation Process
Operations	Ambulatory	Revenue Cycle	Office Visit Charges now available and visible reporting functions
Operations	Ambulatory	Safety	All incoming faxes routed to electronic queues-no more paper faxes going to the wrong locations causing significant delay
Operations	Ambulatory	Safety	Calculator for conversions
Operations	Ambulatory	Safety	Clinic Staff can view Inpatient Acute Care services
Operations	Ambulatory	Safety	Clinical warnings on specific medication orders
Operations	Ambulatory	Safety	Color scheme in the Ambulatory organizer helps communicate "where" patient is during the clinic visit
Operations	Ambulatory	Safety	Communication Status
Operations	Ambulatory	Safety	Echocardiogram documentation
Operations	Ambulatory	Safety	Electronic Time out helps prevent potential PHI breach
Operations	Ambulatory	Safety	Electronic verification of medications
Operations	Ambulatory	Safety	Mandatory Fields in Ambulatory Referral Order ensures that all referral have a diagnosis code and referred to provider.

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Operations	Ambulatory	Safety	Medication administration record
Operations	Ambulatory	Safety	Medication Reconciliation includes outside pharmacy information
Operations	Ambulatory	Safety	Medications are divided by external and internal last 24 months
Operations	Ambulatory	Safety	Pharmacy able to view progress of chemotherapy
Operations	Ambulatory	Safety	Point of Care Testing
Operations	Ambulatory	Safety	Point of Care Testing
Operations	Ambulatory	Safety	Real time documentation of immunization(s) into CAIR system with CAIR/Cerner Interface
Operations	Ambulatory	Safety	Robust Order Warnings
Operations	Ambulatory	Safety	Standardized Point-of-Care documentation
Operations	Ambulatory	Safety	Vaccine Forecast View (CAIR Interface)
Operations	Ambulatory	Safety	Vaccine Information Sheets
Operations	Ambulatory	Safety	Verification of required documentation
Operations	Laboratory	Quality/Efficiency	Blood Bank now uses one system, compared to 4 separate systems, saving time with specimen receipt and order processing
Operations	Laboratory	Quality/Efficiency	Do not have to pre-print labels for outpatient labs
Operations	Laboratory	Quality/Efficiency	Improved blood bank result turn around times due to interface of Vision blood bank instrument
Operations	Laboratory	Quality/Efficiency	Lab reports can now be auto-faxed, instead of manually

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Operations	Laboratory	Quality/Efficiency	Microbiology system automatically charges, previously was a manual process
Operations	Laboratory	Quality/Efficiency	Previously took an hour to get labels ready for morning floor draws, which is no longer necessary
Operations	Laboratory	Quality/Efficiency	Sendout tests easier to manage
Operations	Laboratory	Quality/Efficiency	Simplified fixes for billing issues
Operations	Laboratory	Revenue Cycle	Charge master administration easier and streamlined
Operations	Laboratory	Revenue Cycle	Pathology system automatically drops charges, previously was a manual process
Operations	Physical Therapy	Quality/Efficiency	Better organized chart and easier to determine primary service which has led to less time digging through chart prior to evaluation/treatment
Operations	Physical Therapy	Quality/Efficiency	Streamlined ordering and scheduling of inpatient video fluoroscopies (previously many more steps and workarounds)
Operations	Physical Therapy	Revenue Cycle	Charge entry incorporated into charting, eliminating need for 1-2 hours of daily charge entry
Operations	Radiology	Quality/Efficiency	Ability to view and correct charges at time of service reduces corrections and adjustments later
Operations	Radiology	Quality/Efficiency	Order Accuracy has increased, preventing need for corrections and reducing turnaround times
Operations	Radiology	Quality/Efficiency	Visibility into pending orders so that worklists can be prioritized
Operations	Referrals	Quality/Efficiency	Ability to break out status of each referral
Operations	Referrals	Quality/Efficiency	Ability to see if a patient has been scheduled and or attended their appointment.
Operations	Referrals	Quality/Efficiency	Ability to see the Consult Rep notes
Operations	Referrals	Quality/Efficiency	Ability to use messenger to communicate with scheduling staff, all documentation in patient EMR.

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Operations	Referrals	Quality/Efficiency	Ability to view various locations
Operations	Referrals	Quality/Efficiency	Can attach provider documents to the auth requested and submit directly from the Cerner system
Operations	Scheduling	Quality/Efficiency	Ability to run a pending reschedule list, for those patients that missed their appointments.
Operations	Scheduling	Quality/Efficiency	Ability to verify insurance using the embedded insurance verification tool (Experian)
Operations	Scheduling	Quality/Efficiency	Able to print all future appointments after clinic visit. Appointments are descriptive with details including provider, location, and time.
Operations	Scheduling	Quality/Efficiency	Able to view Cancel appointment, No show appointment, Stand by Request.
Operations	Scheduling	Quality/Efficiency	Able to view Incarcerated patients coming to the clinic.
Operations	Scheduling	Quality/Efficiency	Can run audit who scheduled and or canceled appointment.
Operations	Scheduling	Quality/Efficiency	Centralized appointment scheduling allows for everyone to see ALL patient appointments. (Outpatient Clinic/OR/DTC, Radiology, Pre-op)
Operations	Scheduling	Quality/Efficiency	Each provider resource linked to multiple locations and can be viewed at one time.
Operations	Scheduling	Quality/Efficiency	Easier process to add provider to the Cerner System now that it is being handled in-house.
Operations	Scheduling	Quality/Efficiency	Easier process to make adjustments to providers schedules.
Operations	Scheduling	Quality/Efficiency	Past and future appointments are listed in the Menu
Operations	Scheduling	Revenue Cycle	Access EMR/PowerChart from Rev Cycle
Patient Accounting	Revenue Cycle	Quality/Efficiency	One system to validate registration/eligibility.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Adjustments: Performed within the encounter.

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Patient Accounting	Revenue Cycle	Quality/Efficiency	Authorizations: 16% increase in efficiency for acute hospital authorizations for prior six months in STAR were 13,244 and tracked in an Access Database compared to six months in Cerner of 16,244.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Cash Posting/Adjustment Workflow: Faster systems and posting timing.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Cerner IT (AMS) Support: Reliable and timely response compared to prior system support.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Charges drop real time due to clinically-driven revenue cycle from Cerner integration
Patient Accounting	Revenue Cycle	Quality/Efficiency	Communication: Can request assistance and have tracking of work items amongst teams.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Communications: Ability to re-re-assign queues if someone is on PTO.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Communications: Everyone is able to process refunds not just Cash Management
Patient Accounting	Revenue Cycle	Quality/Efficiency	Computer assisted coding: 3M computer assisted-coding available with Cerner improved DNFC which has increased productivity and has been largely responsible reducing the DNFC.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Deficient/delinquent documentation: Improved efficiency for regulatory compliance and revenue cycle improvement.
Patient Accounting	Revenue Cycle	Quality/Efficiency	EOB: easily available in each encounter, except lockbox.
Patient Accounting	Revenue Cycle	Quality/Efficiency	External Reporting: Accuracy in automated reporting reduced manual adjustments to OSHPD reporting from 70 to 80 edits per reporting period to less than 10 per reporting period for patient funding source and reduced zip code and language edits from 30 to 50 edits per reporting period to fewer than 10 as well.
Patient Accounting	Revenue Cycle	Quality/Efficiency	HIM Release of Information: Improved automation.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Insurances by Health Plan: Eligibility is embedded into professional fee billing by Experian within Cerner.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Layouts: Easy to see what is assigned to you or your Team.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Layouts: All aspects of the encounter are neatly organized on tabs making them easy to find and analyze.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Layouts: Easy access to medical records and easy to print medical records.

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Patient Accounting	Revenue Cycle	Quality/Efficiency	Layouts: Easy to view UBD04 when auditing encounter.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Layouts: View easily displays items such as patient's primary language, other encounters in Bad Debt, and when they are deceased.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Management Reporting: Improved reporting availability.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Management reporting: Productivity is automatic and ready to view when the report is ready weekly.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Patient Portal: Improved patients' access recent encounters without having to come to the hospital. During COVID-19 this has been extremely helpful in reducing potential exposure.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Posted Charges: Ability to modify or update and reprocess "posted" charges vs. STAR requiring back-end users to correct charges at the claim level.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Professional Coding Workflow: Transparency of all charges and documentation in one system.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Revenue Cycle: Clinically-driven
Patient Accounting	Revenue Cycle	Quality/Efficiency	Transparent revenue cycle: Identification of issues i.e. charge capture, can be traced more efficiently back to the department of responsibility.
Patient Accounting	Revenue Cycle	Quality/Efficiency	Work Items: Displays in Discern Notify vs. STAR resulted in floods of emails.
Patient Safety	Documentation	Quality/Efficiency	Ability to directly scan documents received from external providers/facilities into the patient's medical records. Pre Cerner, the documents were sent to Medical Records to be scanned into pt's medical records which caused a delay in being to access that information.
Patient Safety	Documentation	Quality/Efficiency	Ability to order labs electronically. Pre Cerner, patients were given paper requisition for lab orders. Unfortunately, patients would lose the reqs which resulted in patient's not getting their lab work done or coming back to the clinic to get a copy of their lab reqs.
Patient Safety	Documentation	Quality/Efficiency	Having access to the Provider schedule in Power Chart and not have to log in to a different system. Pre Cerner, staff had to log on into a different system (HPP) to view the provider schedule.
Patient Safety	Documentation	Quality/Efficiency	Having all of the patient appointments viewable in Power Chart. This makes it easier for staff to coordinate/schedule their f/u appts since they have all that information readily available once they are in Power Chart. Pre Cerner, staff had to log on into a different system to view patient appointments.
Patient Safety	Efficiency / Safety	Pharmacy	Accurate ERx refills, less room for error
Patient Safety	Efficiency / Safety	Pharmacy	Calculator for conversions

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Patient Safety	Efficiency / Safety	Pharmacy	Can transfer prescriptions to other pharmacies
Patient Safety	Efficiency / Safety	Pharmacy	Decrease utilizing transporters/couriers for transporting referrals and ERx requests
Patient Safety	Efficiency / Safety	Pharmacy	Improved communication and accountability with providers via message center
Patient Safety	Efficiency / Safety	Pharmacy	Medication refill process improved (better turnaround times)
Patient Safety	Efficiency / Safety	Pharmacy	Access to Nation-wide Pharmacy Directory
Patient Safety	Efficiency / Safety	Pharmacy	Prescriptions/E-prescribe (Includes Med Refill Process)
Patient Safety	Physician Orders & Documentation	Emergency Department	Able to create own favorites folders for quick ordering
Patient Safety	Physician Orders & Documentation	Emergency Department	Able to create personal ED patient lists in LaunchPoint
Patient Safety	Physician Orders & Documentation	Emergency Department	Able to view admit/discharge/transfer (ADT) status of patient in LaunchPoint
Patient Safety	Physician Orders & Documentation	Emergency Department	Drop down lists can be incorporated into Auto-text templates making documentation easier and consistent
Patient Safety	Physician Orders & Documentation	Emergency Department	ED patient list is accessible in Cerner (previously in Careview there was no way to view ED patient list, i.e. provider must physically go to ED to find out patient room number, MRN, unless given verbally)
Patient Safety	Physician Orders & Documentation	Emergency Department	LaunchPoint consolidates all patients in ED to a single location and provides an interface for physicians to quickly place orders (Careview did not have a separate ED interface)
Patient Safety	Physician Orders & Documentation	Emergency Department	More intuitive way to personalize templates and Auto-text dot phrases
Patient Safety	Physician Orders & Documentation	Emergency Department	Order sets (PowerPlans): can order specific set of many orders (i.e. ED stroke orders)
Patient Safety	Physician Orders & Documentation	Emergency Department	Patients sortable by location in LaunchPoint
Patient Safety	Physician Orders & Documentation	Emergency Department	Separate tab for nursing tasks, makes it easier to view and keep track of all nursing tasks

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Patient Safety	Physician Orders & Documentation	Emergency Department	Tokens (i.e., able to populate radiology reports within last 48 hrs)
Patient Safety	Physician Orders & Documentation	Emergency Department	Tracks the ED clocks (patient time in the ED) which enables door-to-doc and doc-to-admit times
Patient Safety	Physician Orders & Documentation	Internal Medicine	Able to pull patient medication history
Patient Safety	Physician Orders & Documentation	Internal Medicine	Centralized appointment scheduling
Patient Safety	Physician Orders & Documentation	Internal Medicine	Chronic problem list is saved in patient's chart, improves continuity of care (in Careview, providers had to rely on proper past documentation to assemble the patient's problem list)
Patient Safety	Physician Orders & Documentation	Internal Medicine	Computerized vitals
Patient Safety	Physician Orders & Documentation	Internal Medicine	Dictation widely available (Power Mic Mobile) without the need for actual dragon mics
Patient Safety	Physician Orders & Documentation	Internal Medicine	Discharge process is more efficient (medicine discharge PowerPlan/med reconciliation/ creating follow up appointments)
Patient Safety	Physician Orders & Documentation	Internal Medicine	Discharge summary template
Patient Safety	Physician Orders & Documentation	Internal Medicine	Documentation tagging allows for copy and pasting of lab values in provider view
Patient Safety	Physician Orders & Documentation	Internal Medicine	Easier to chart review
Patient Safety	Physician Orders & Documentation	Internal Medicine	Ins and outs are available electronically, no longer have to rely on patient bedside chart to see ins and outs
Patient Safety	Physician Orders & Documentation	Internal Medicine	Interface for tracking orders more visually pleasing, orders are organized by category and can be filtered further by date etc.
Patient Safety	Physician Orders & Documentation	Internal Medicine	MAR summary easily keeps track of all medications given, scheduled, prn (ex: can see patient's daily given insulin and amount of pain medication given without having to rely on patient bedside chart)
Patient Safety	Physician Orders & Documentation	Internal Medicine	Provider handoff which auto-populates information from the patients chart that improves efficiency in creating a rounding/sign off list
Patient Safety	Physician Orders & Documentation	Internal Medicine	Quick orders pages able to utilize for quick ordering

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Patient Safety	Physician Orders & Documentation	Internal Medicine	Remote access to the EHR has an easier process for logging in than CareView
Patient Safety	Physician Orders & Documentation	Internal Medicine	Students are able to see provider's clinic schedule and pre-read on patients before their actual clinic date
Patient Safety	Physician Orders & Documentation	OB/GYN	OB/GYN: Fetal Heart Tracing (Fetalink) is connected to Cerner making it easier to view from anywhere by physicians rather than just in hospital
Patient Safety	Physician Orders & Documentation	OB/GYN	OB/GYN: Patient's pregnancy history is saved in the patient's chart and you only need to update it on subsequent patient visits which increases efficiency of continuity of care
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Ability to prescribe both Controlled (EPCS) and Non-Controlled Substances electronically w/ automatic drug-drug interaction checking
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	All records for Ambulatory & Inpatient in one place
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Banner Bar facilitates quick reference for patient code status, advance directive, POLST (coming soon), FIN/MR#, Demographics, Care Team Location, Allergies, Weight, Gender ID
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Compliance with requirements for Co-Signatures on Admissions, Notes, D/C Summaries
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Documentation Deficiency Management for coding/charge summary and message summary
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Duplicate Order Warnings
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Fewer Scanned Documents
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Infectious Disease Surgical Specimen PowerPlans standardized
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Mandatory Fields in Ambulatory Referral Order
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Mandatory PSO Order
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	MTP Protocols and PowerPlans standardized
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Much Improved Medication Reconciliation w/ Higher Compliance than CareView

CERNER EHR EFFICIENCIES AND ENHANCEMENTS

Area	Category	Description	Activity
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Patient past medical history, surgical history, social history, is all saved in one location in the patient's chart
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	PowerChart Mobile provides a mobile platform for viewing the EHR on an iPhone or iPad. Allows for easy access from anywhere and the ability to begin documentation earlier.
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Prescribing
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Standardized Admission Orders
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Standardized High-Risk Drug PowerPlans
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Standardized Note Templates
Patient Safety	Physician Orders & Documentation	Quality/Efficiency	Standardized Procedure Notes
Patient Safety	Physician Orders & Documentation	Radiology	Alerts for most appropriate study when ordering high dollar or clinically inappropriate imaging
Patient Safety	Physician Orders & Documentation	Radiology	Alerts pop-up for imaging requiring contrast for patients without creatinine studies
Patient Safety	Physician Orders & Documentation	Safety	CLABS/CAUTI: Able to auto-expire orders for patient safety and QIP Compliance
Patient Safety	Physician Orders & Documentation	Safety	CT Angio for PE/Head Trauma w/ standard documentation for QIP Compliance



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

November 18, 2020

Subject: Kern County Hospital Authority Financial Report – September- 2020

Recommended Action: Receive and File

Summary:

COVID-19 Impact on Kern Medical Operations:

- Average Daily Census of 138 for September is 1 more than the September budget of 137 and 2 less than the 140 average over the last three months
- Admissions of 760 for September are 67 less than the September budget of 827 and 28 less than the 788 average over the last three months
- Total Surgeries of 474 for September are 3 more than the September budget of 471 and 12 less than the 486 average over the last three months
- Clinic Visits of 14,209 for September are 760 more than the September budget of 13,449 and 843 more than the 13,336 average over the last three months

Kern Medical has maintained the staffing levels necessary to adequately provide coverage for a surge in pandemic activity if necessary. In addition, Kern Medical is participating in all emergency funding programs available at the county, state, and federal levels to offset lost revenue and increased expenses that may be realized due to the COVID-19 issue.

The following items have budget variances for the month of September 2020:

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. In addition, there has been an overall increase in revenue cycle efficiency since the implementation of the Cerner EHR.

Other Non-Operating Revenue:

Other non-operating revenue has a favorable budget variance for the month due to the receipt of \$566,521 from the CARES Act Provider Relief Fund. This federal fund is administrated by the US Department of Health and Human Services to support healthcare providers caring for COVID-19 patients. As mentioned in the previous month, our Moss Adams consultants have advised us to classify all COVID-19 related revenue as other non-operating revenue. Therefore, since COVID-19 funding was not budgeted as other non-operating revenue for FY 2021 there will be favorable year-to-date budget variance for this line item throughout FY 2021.

Salaries Expense:

Salaries expenses are over budget for the month mainly due to higher than average expenses for registered nurses and physicians. Registered nurse salary payouts included higher than average vacation pay and sign-on bonuses. Physician salary expense also included higher than average vacation pay and higher than average call pay.

Supplies Expense:

Supplies expenses are over budget for the month mainly due to higher than average prostheses purchases from DePuy Synthes Sales, Inc. In addition, the Cath Lab purchased two implantable defibrillators from Medtronic. General medical supplies purchased from Medline were also higher than average for the month. On a year-to-date basis, supplies expenses are under budget primarily because of lower than expected pharmaceutical expenses.

Purchased Services:

Purchased services expenses are over budget for the month and on a year-to-date basis because of higher than average expense for Health Advocates patient financial counseling services. Health Advocates counselors work to qualify patients for Medi-Cal insurance coverage. Kern Medical realizes increased Medi-Cal reimbursement from their efforts.

Other Expenses:

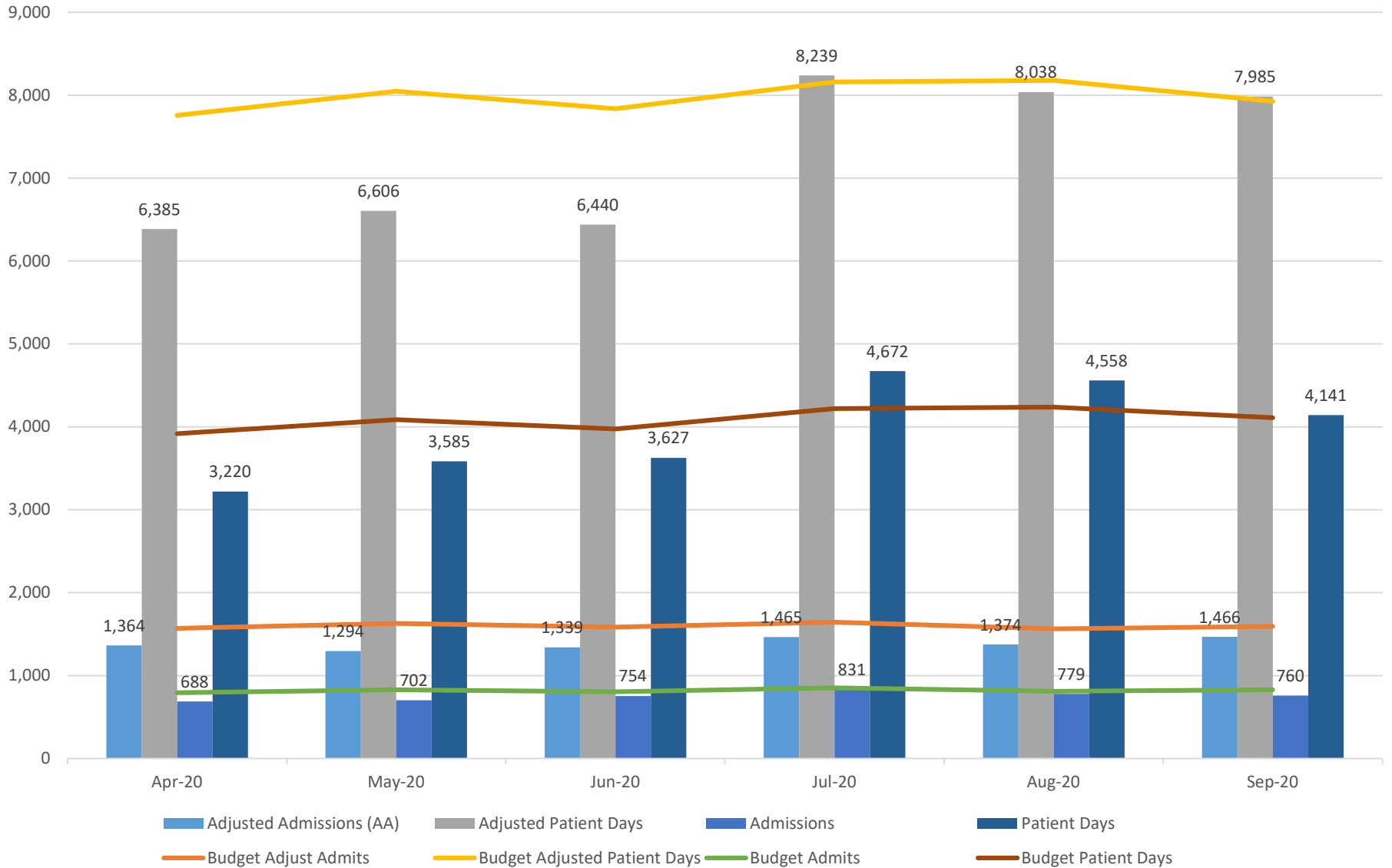
Other expenses are over budget for the month because of higher than average expenses for utilities. On a year-to-date basis other expenses are over budget due to higher than average repairs and maintenance expenses as well as high utility expenses during the warmest months of the year.



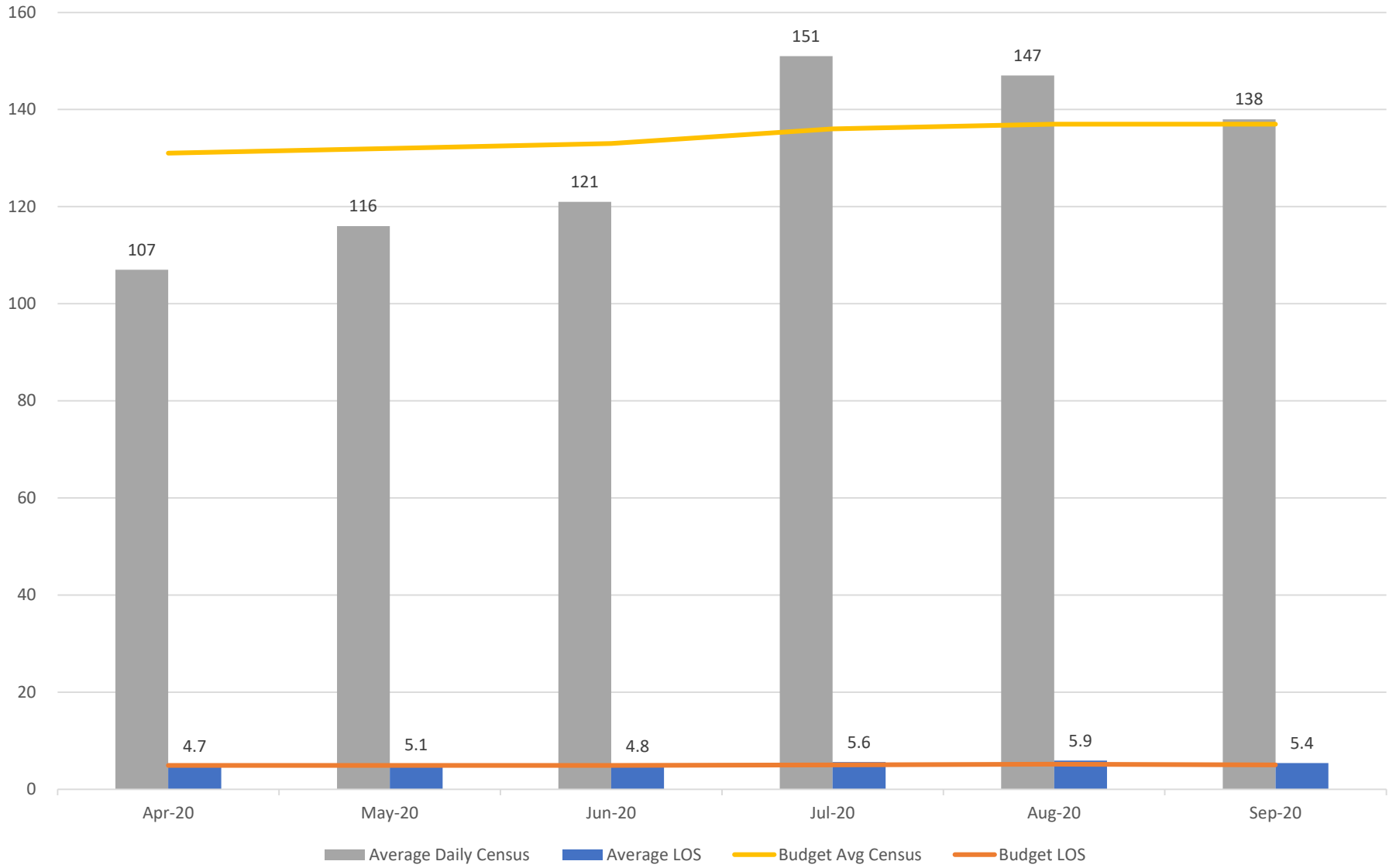
**BOARD OF GOVERNORS' REPORT
KERN MEDICAL – SEPTEMBER 2020**

November 2020

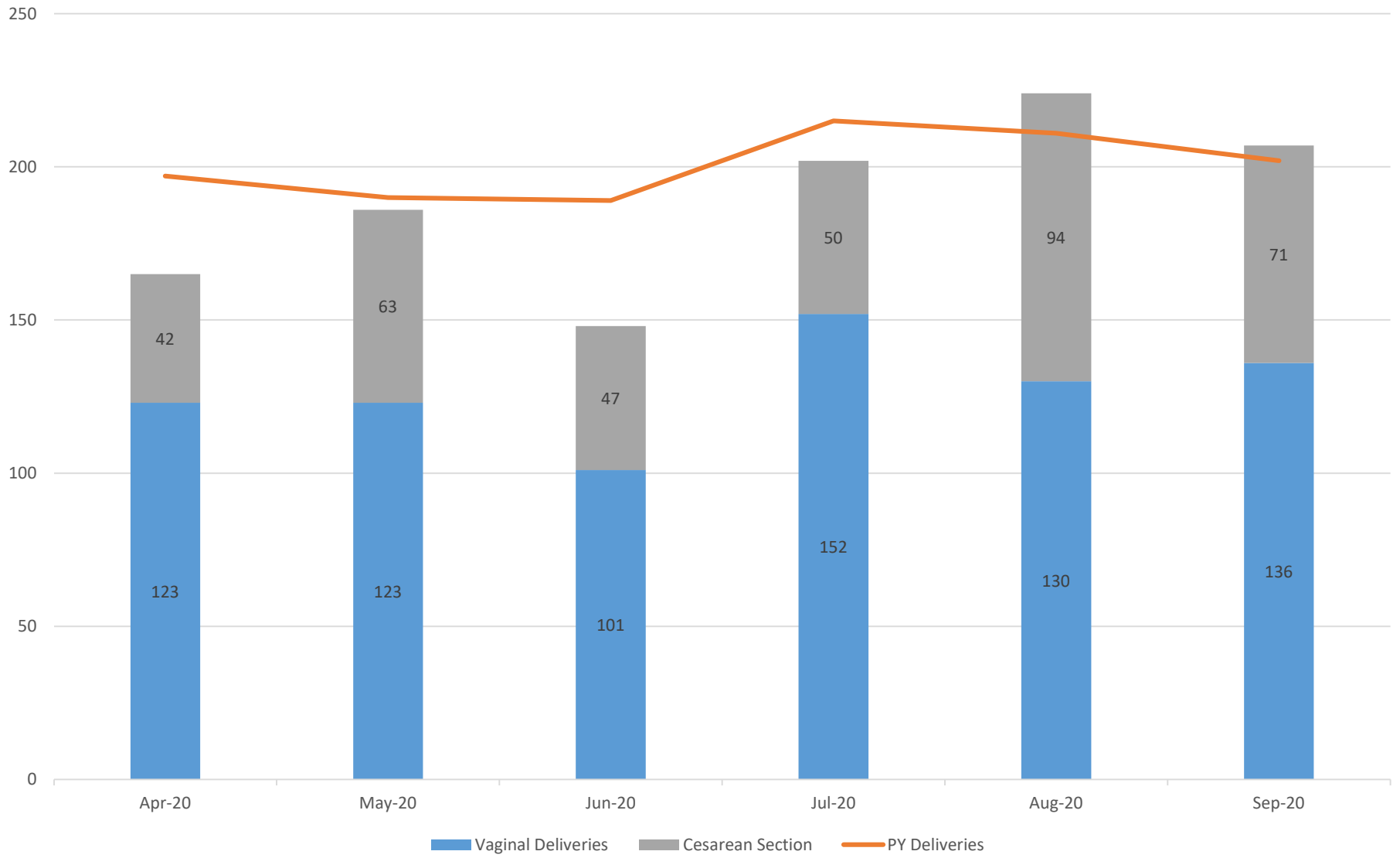
Hospital Volumes



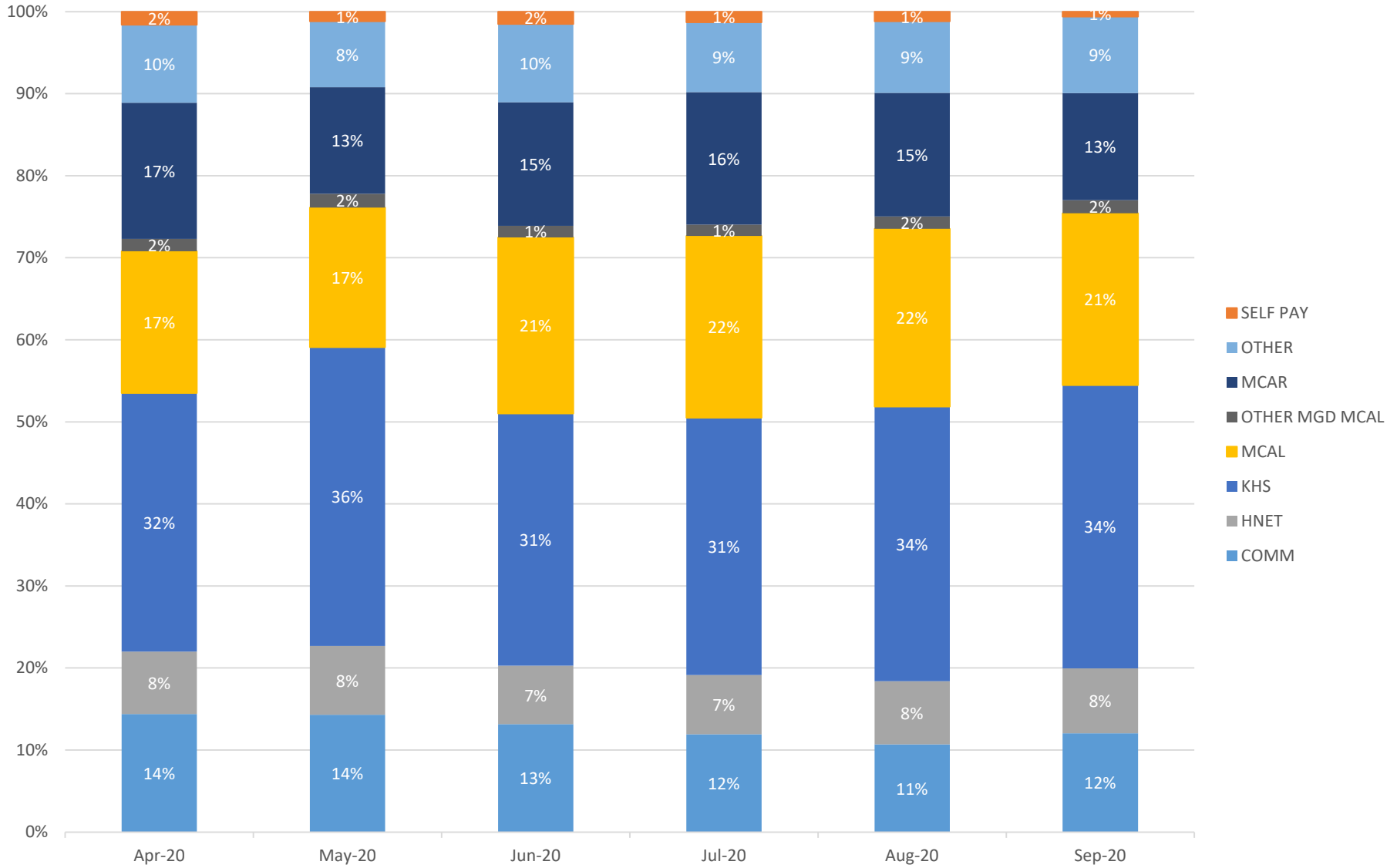
Census & ALOS



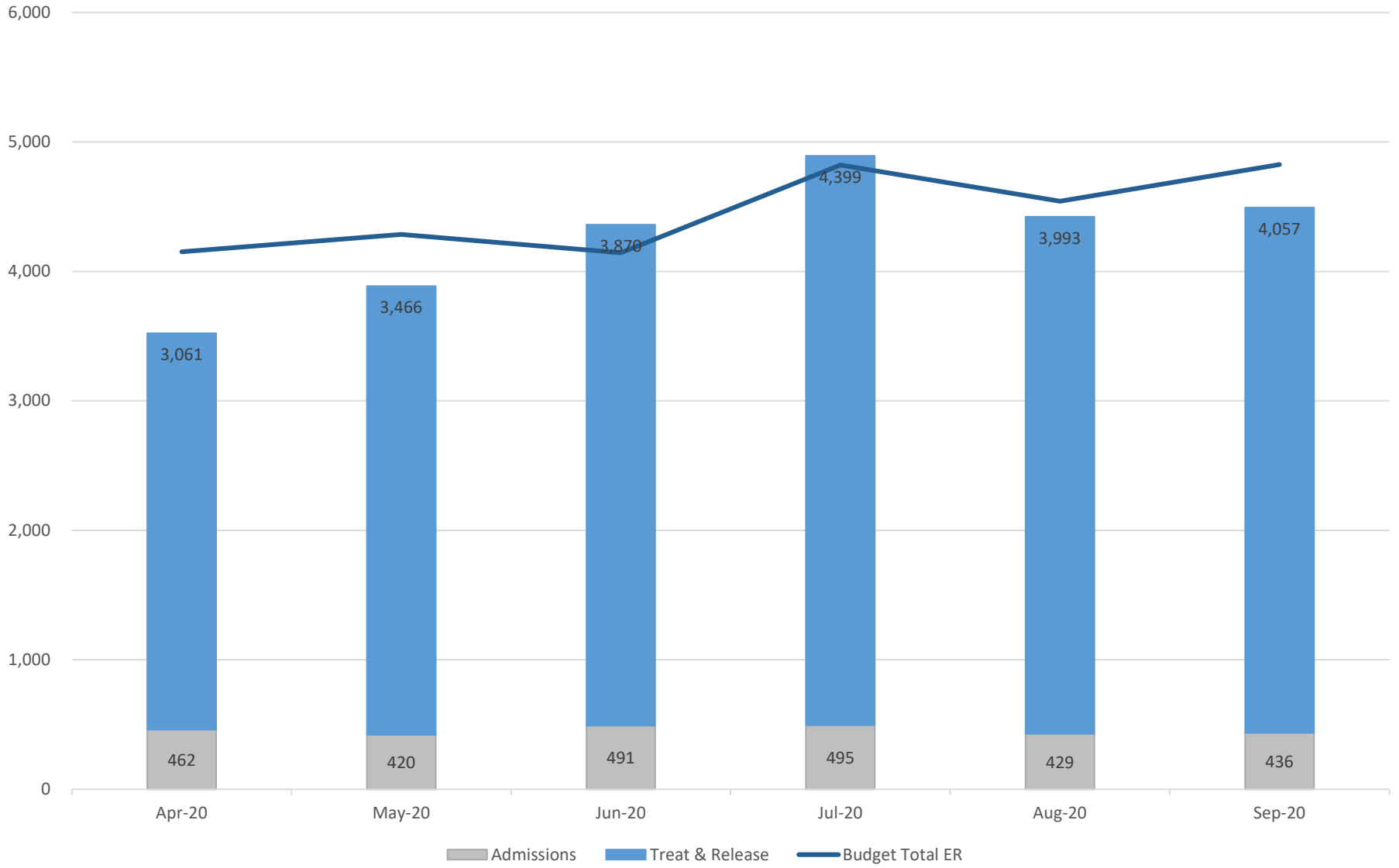
Deliveries



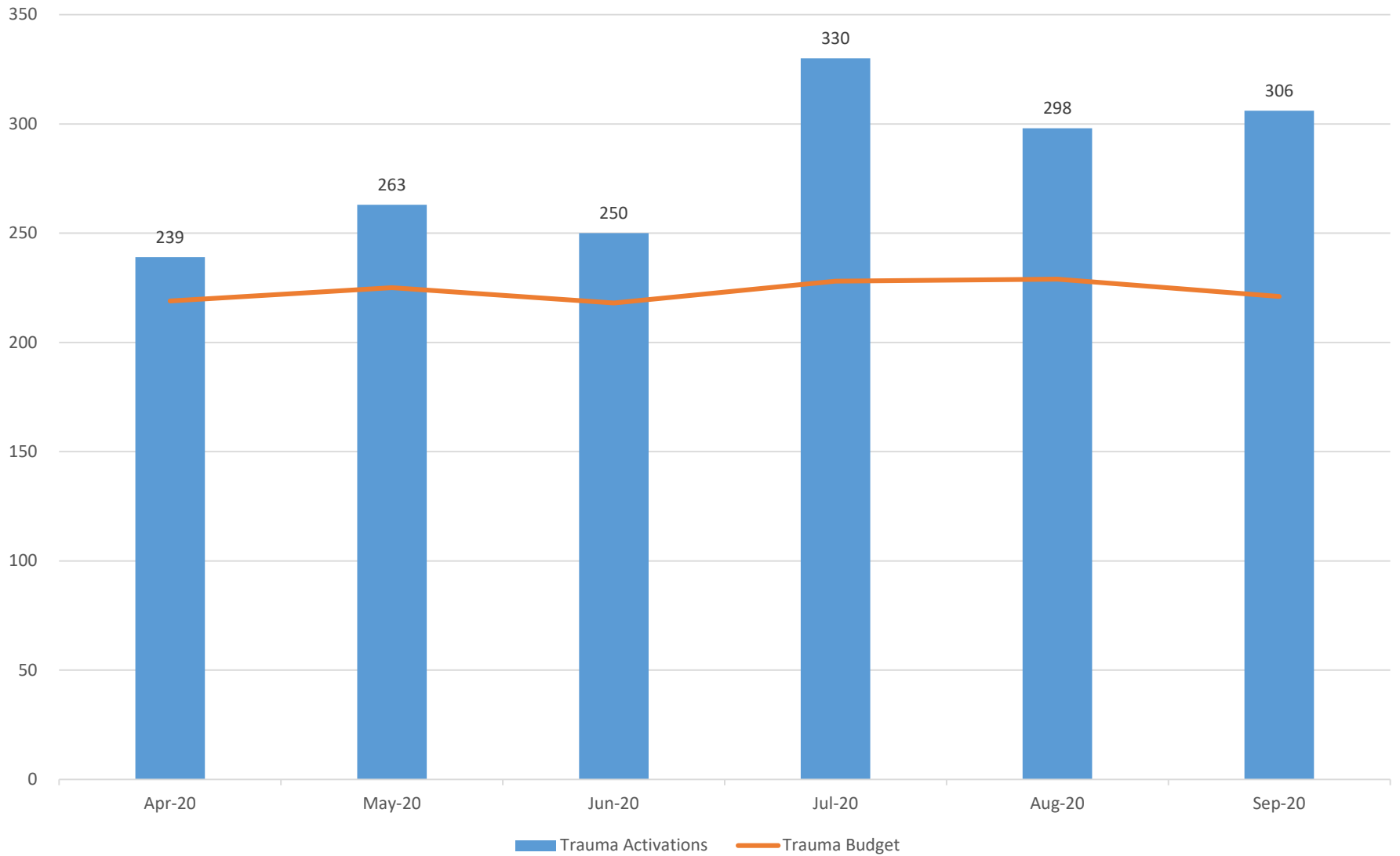
PAYER MIX



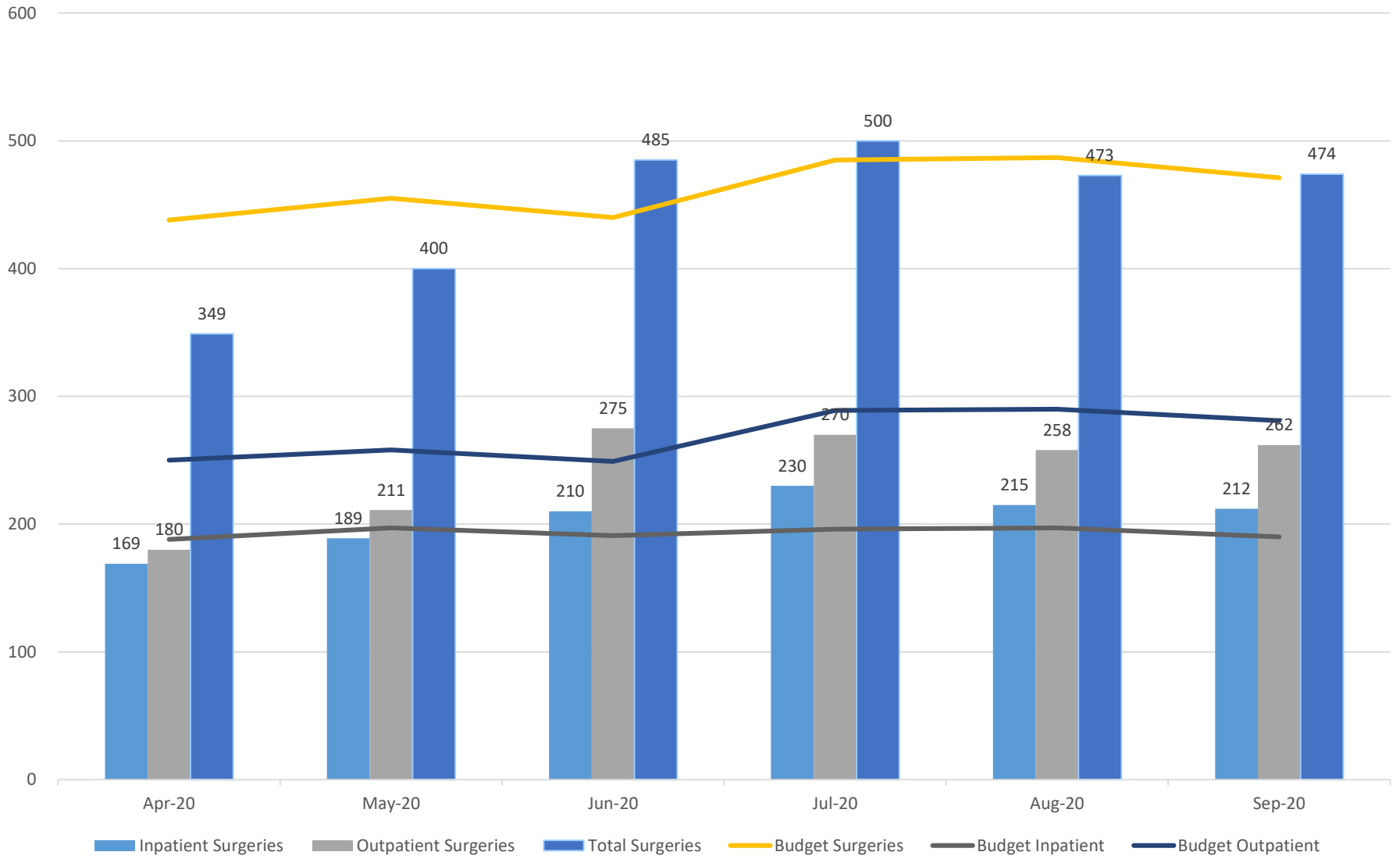
Emergency Room Volume



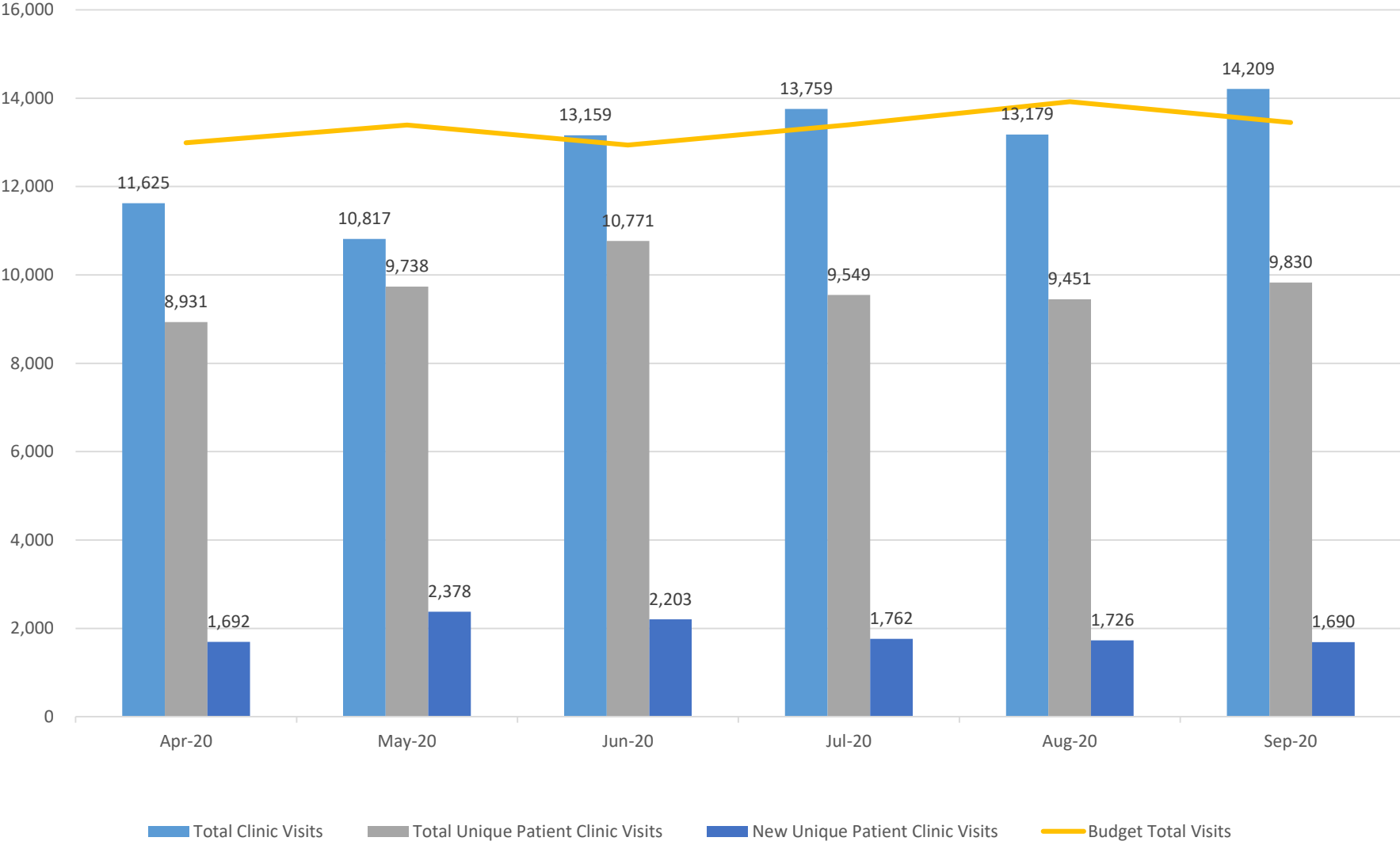
Trauma Activations



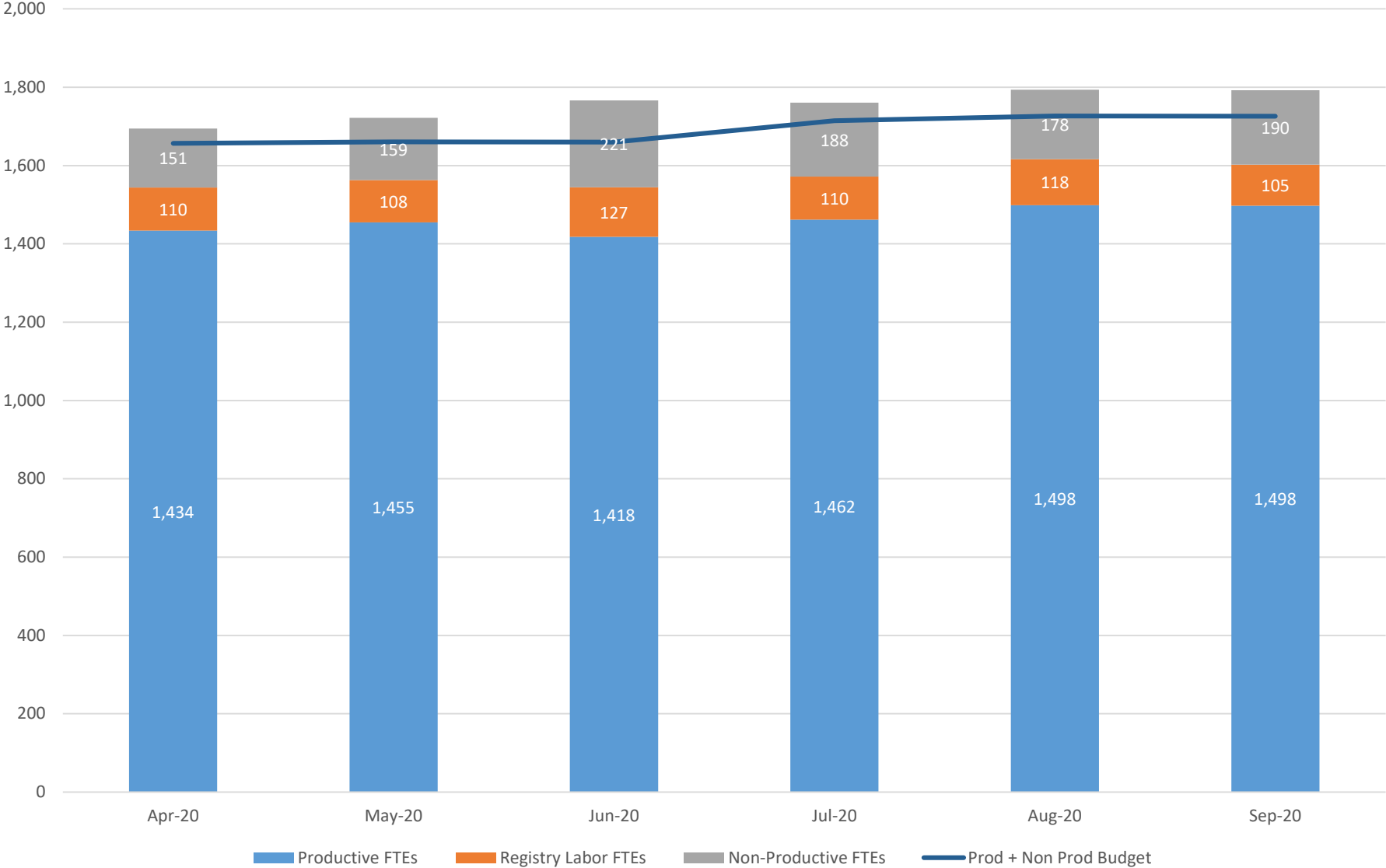
Surgical Volume



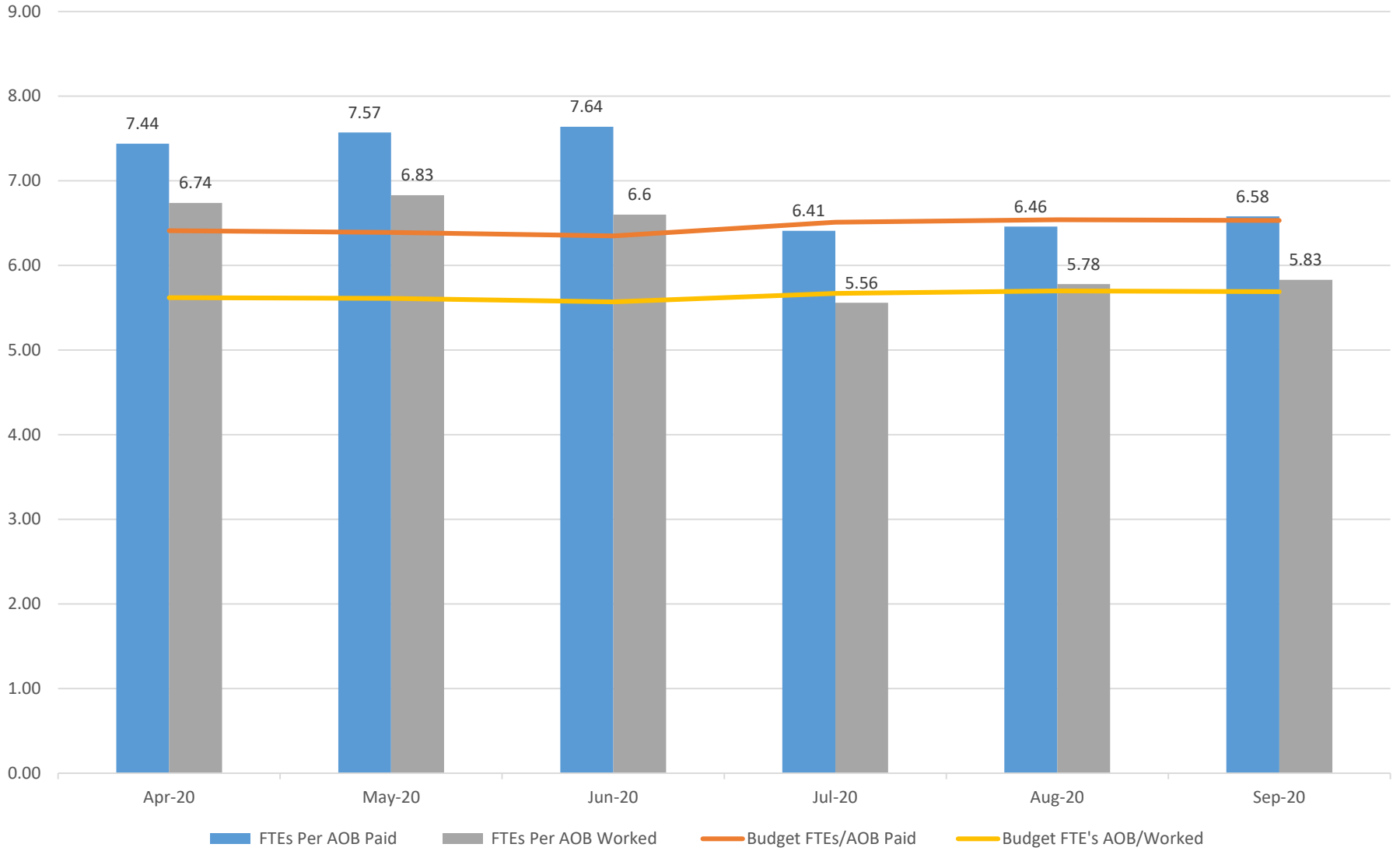
Clinic Visits



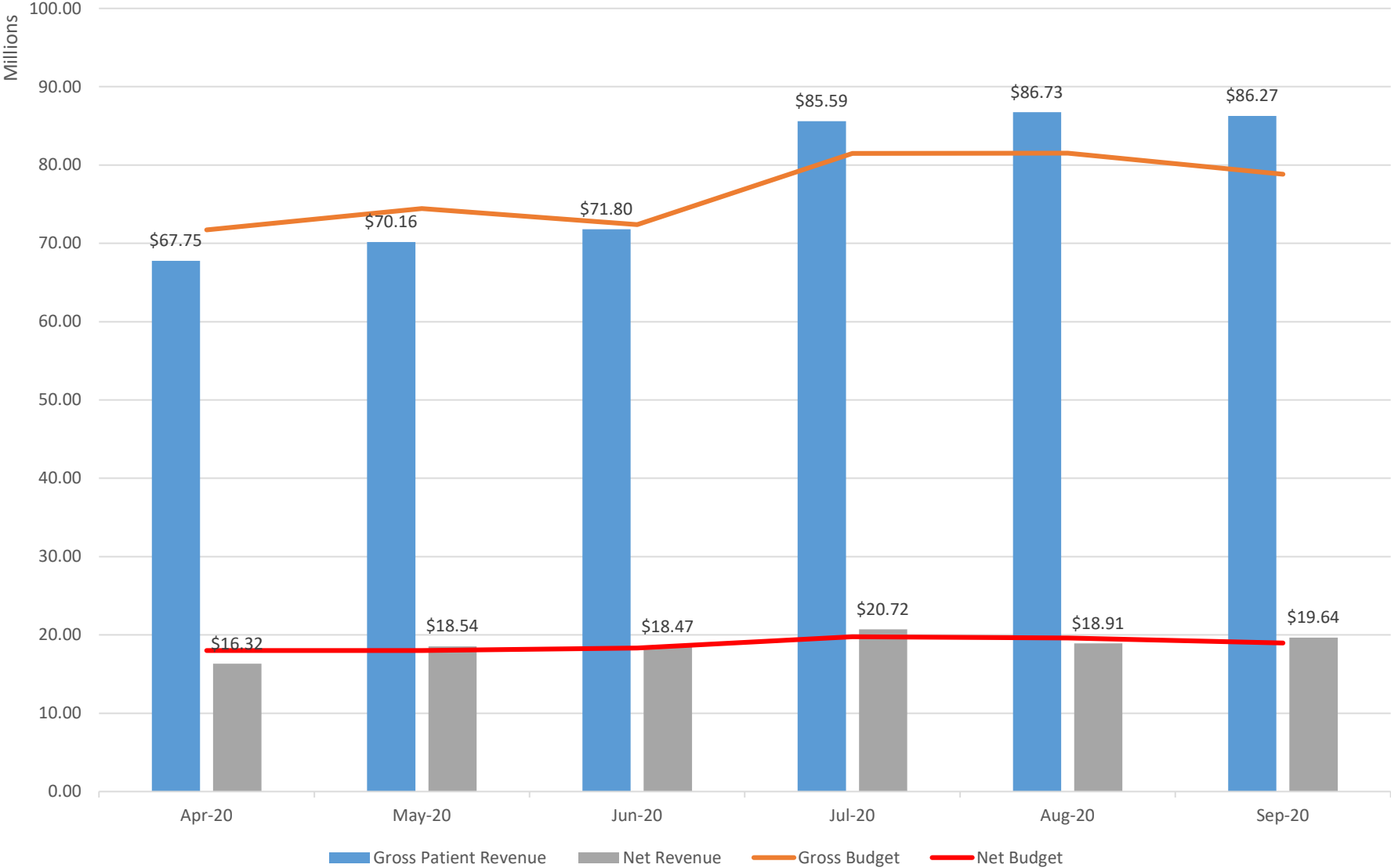
Productivity



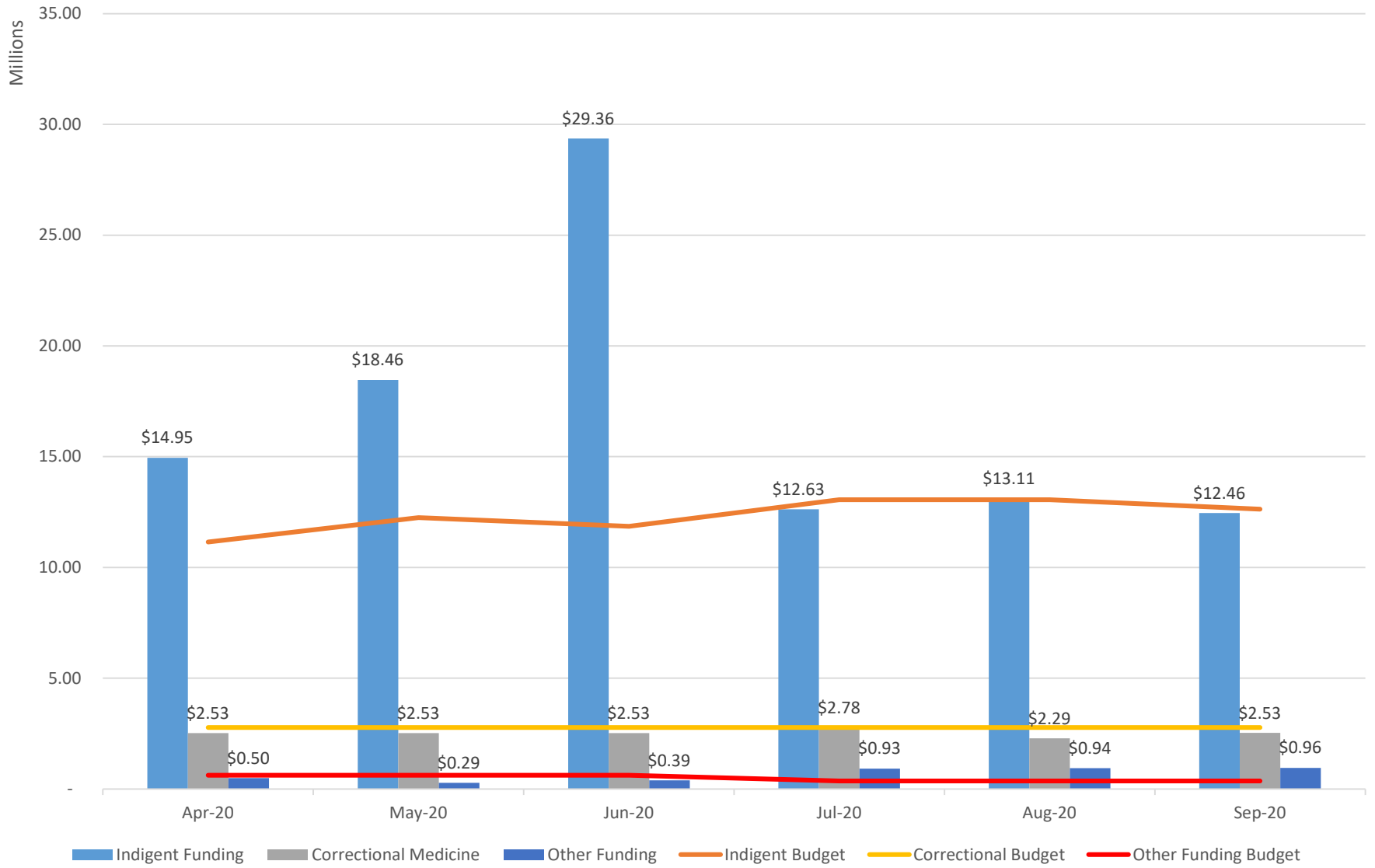
Labor Metrics



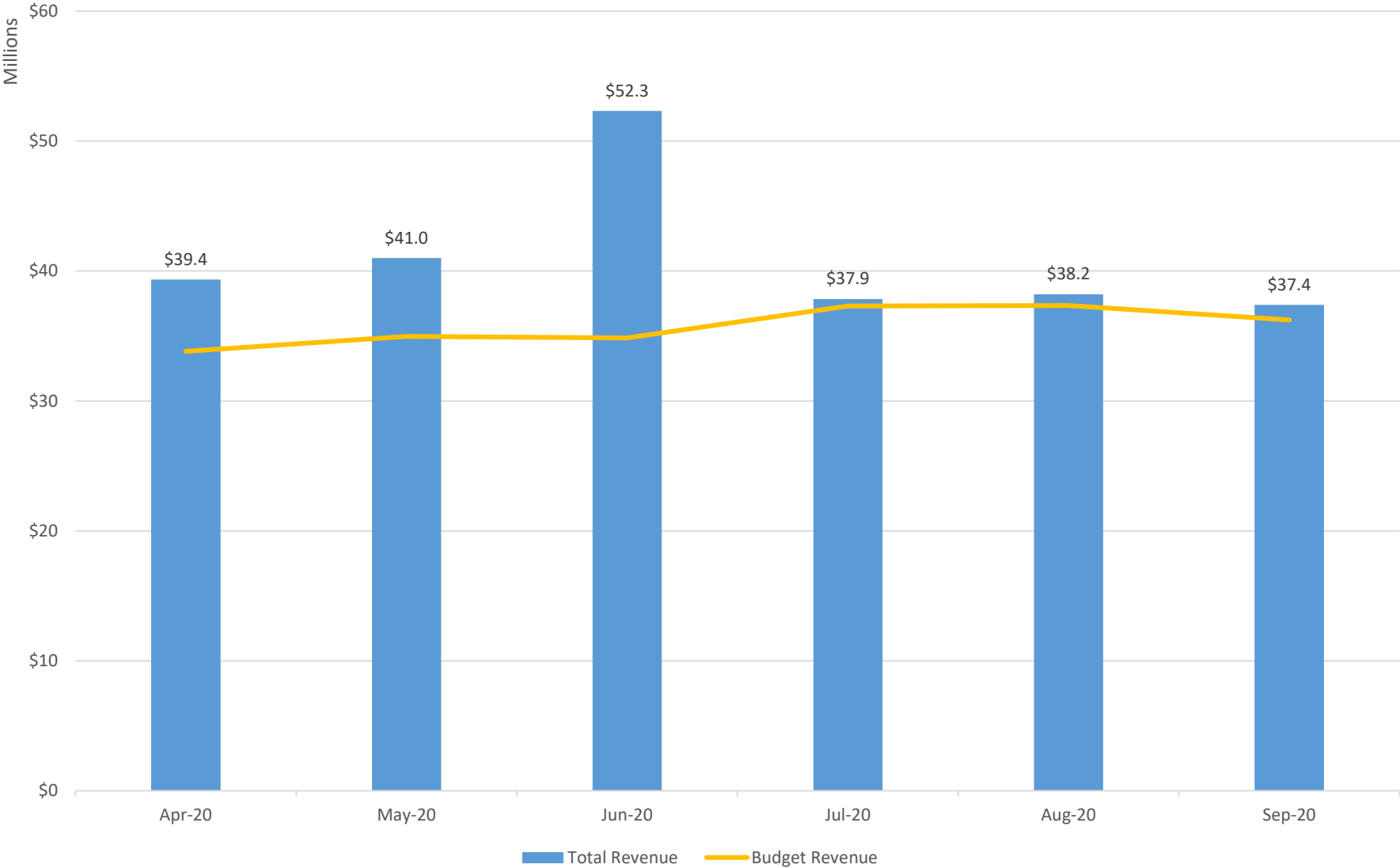
Patient Revenue



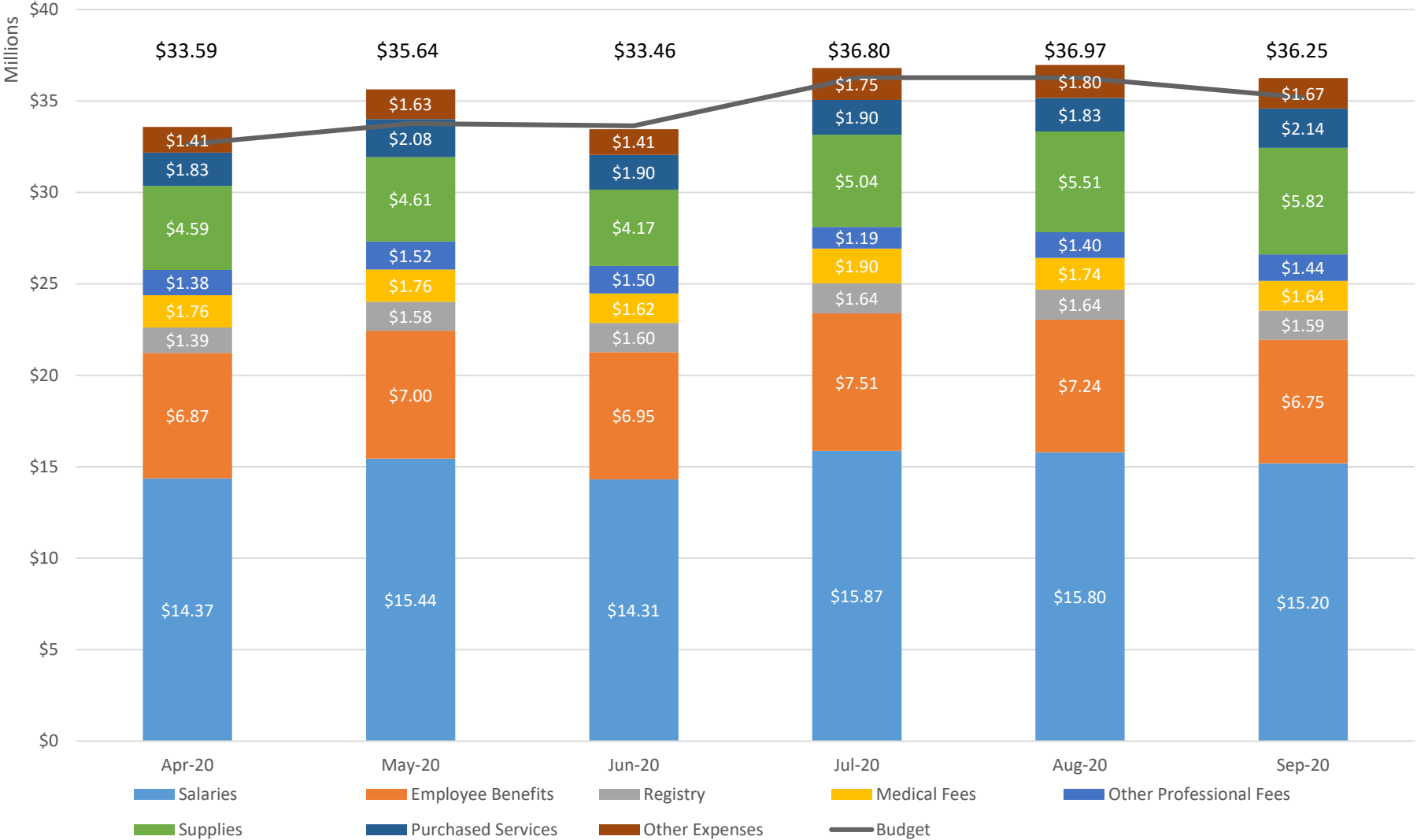
Indigent & Correctional Revenue



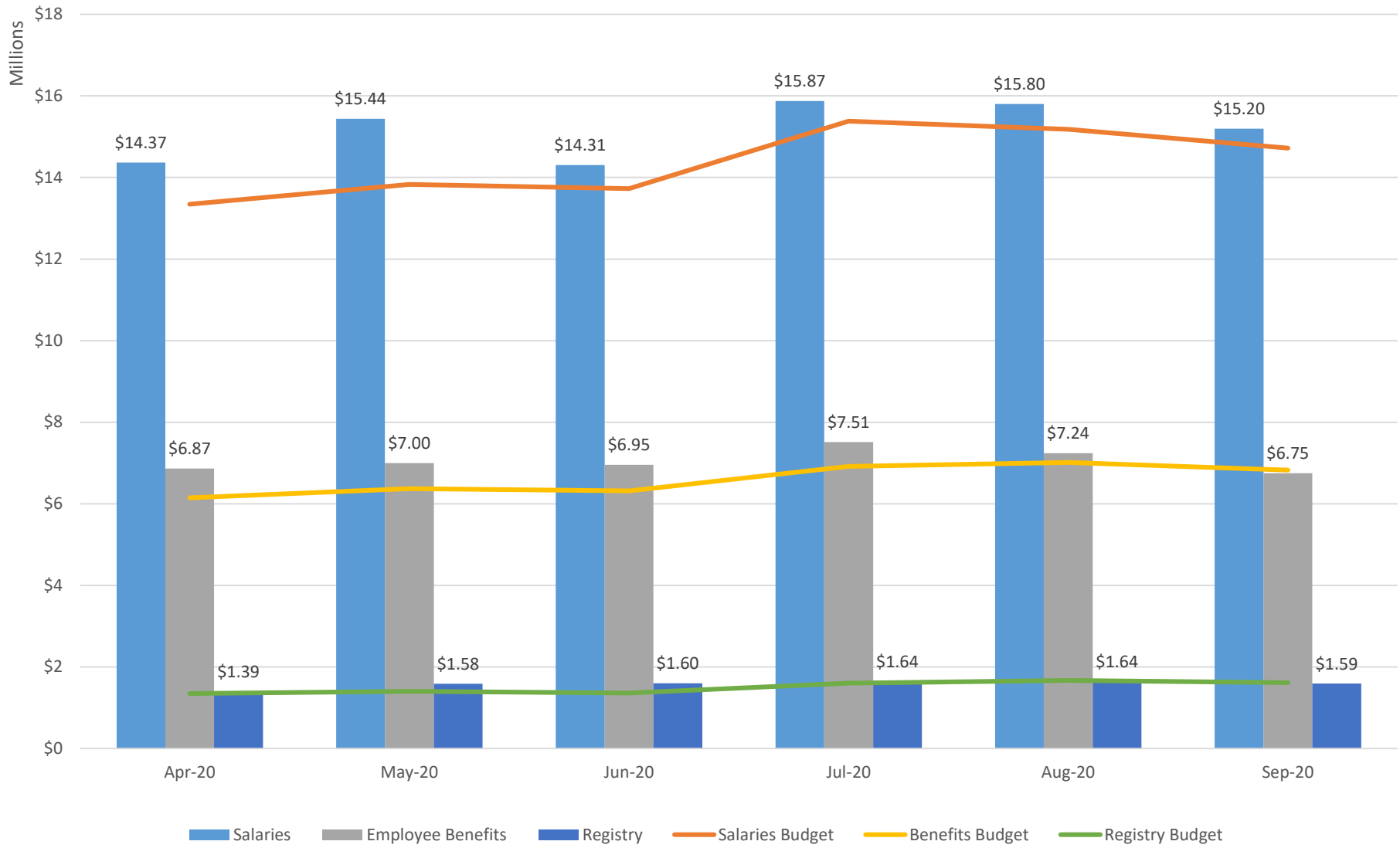
Total Revenue



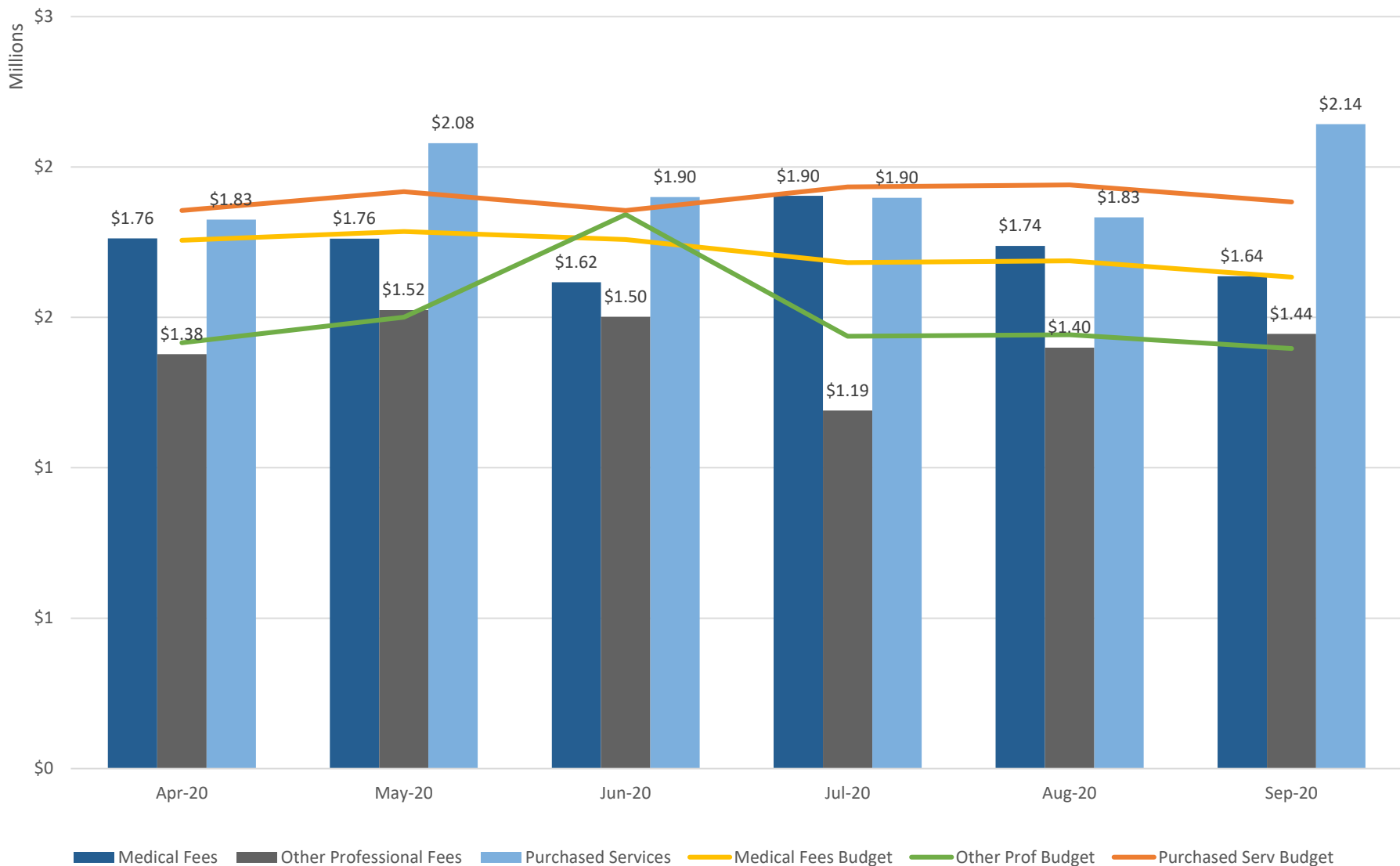
Expenses



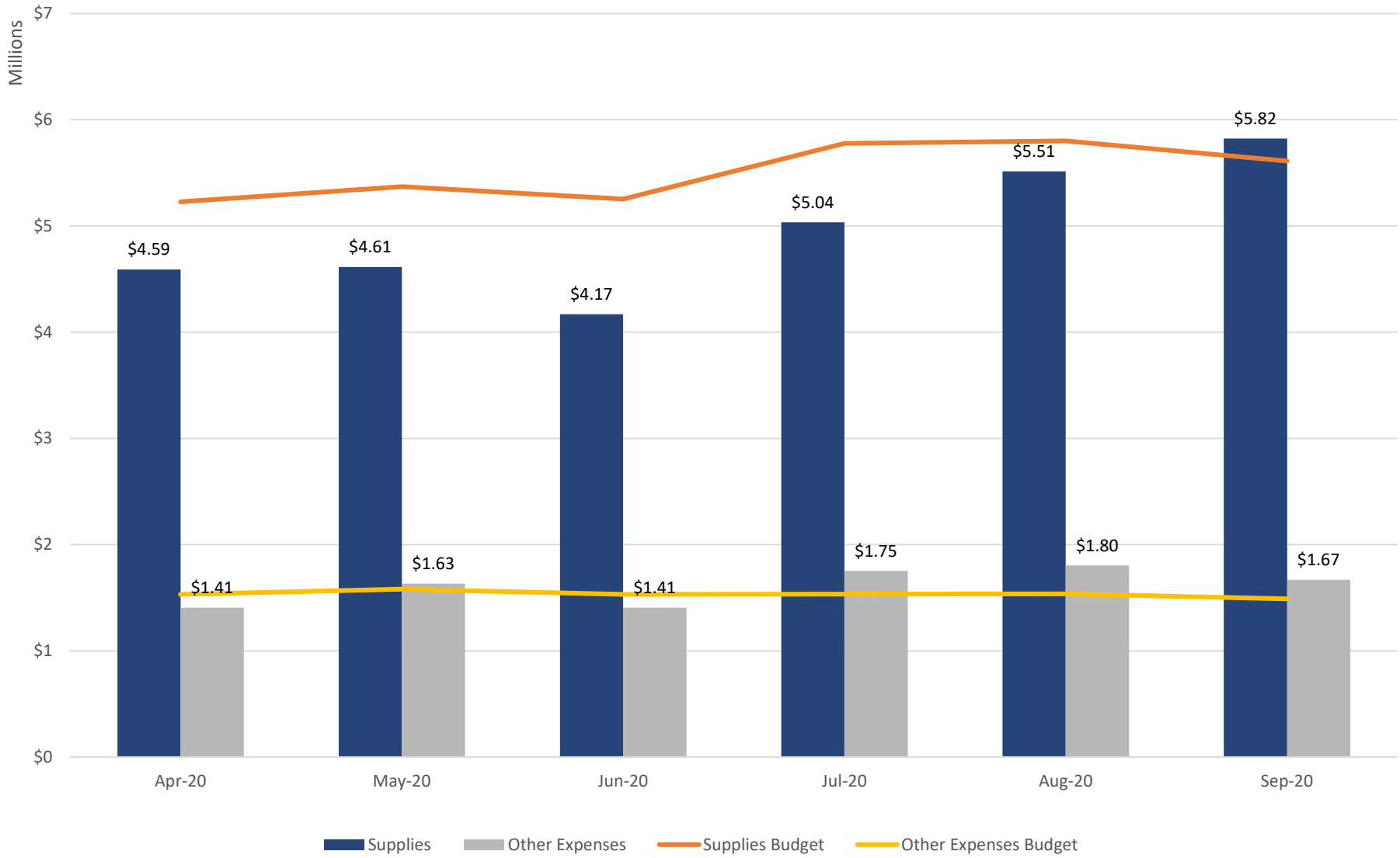
Salaries & Benefits



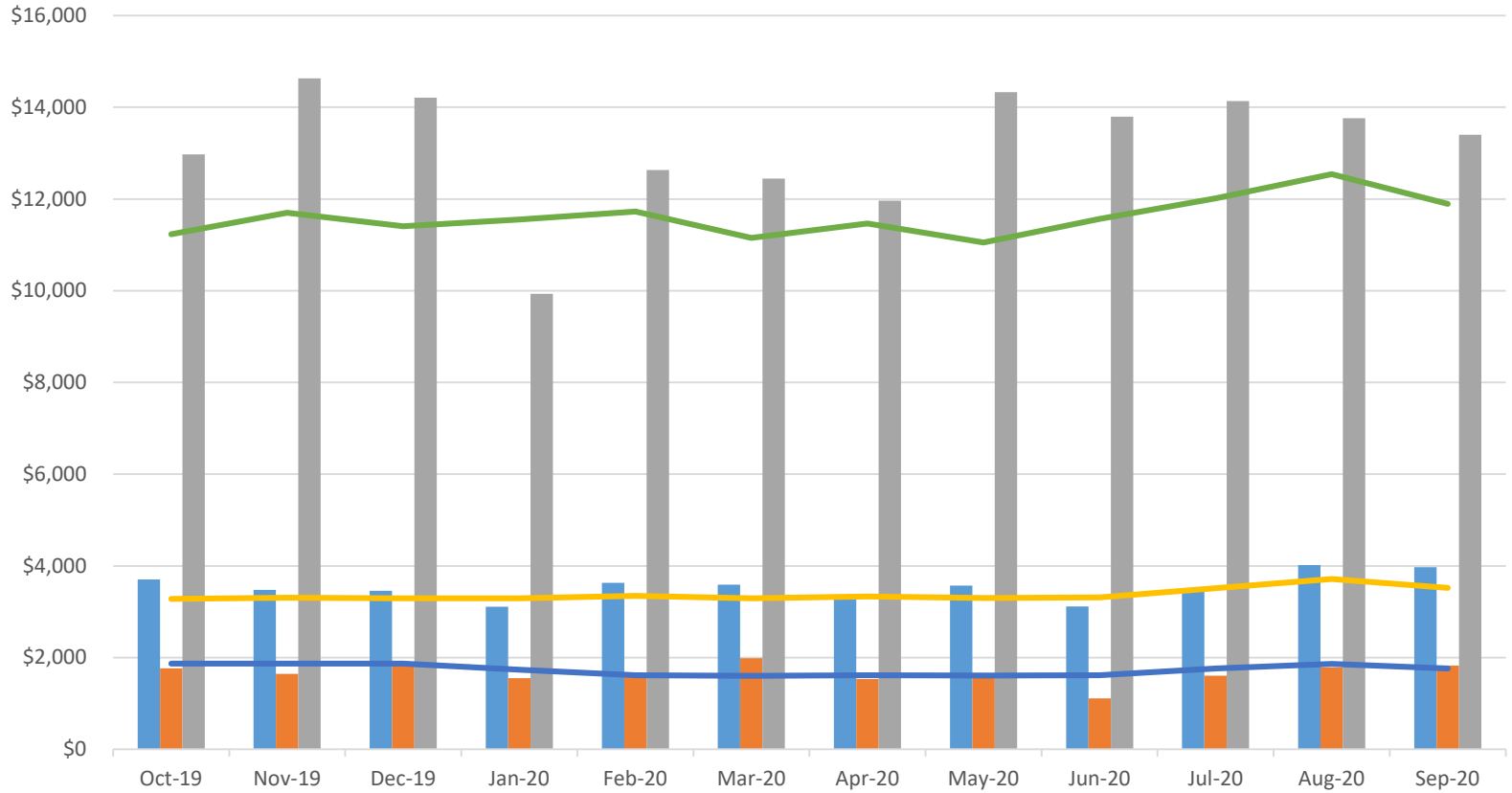
Purchased Services, Medical, & Other Prof Fees



Other Expenses & Supplies

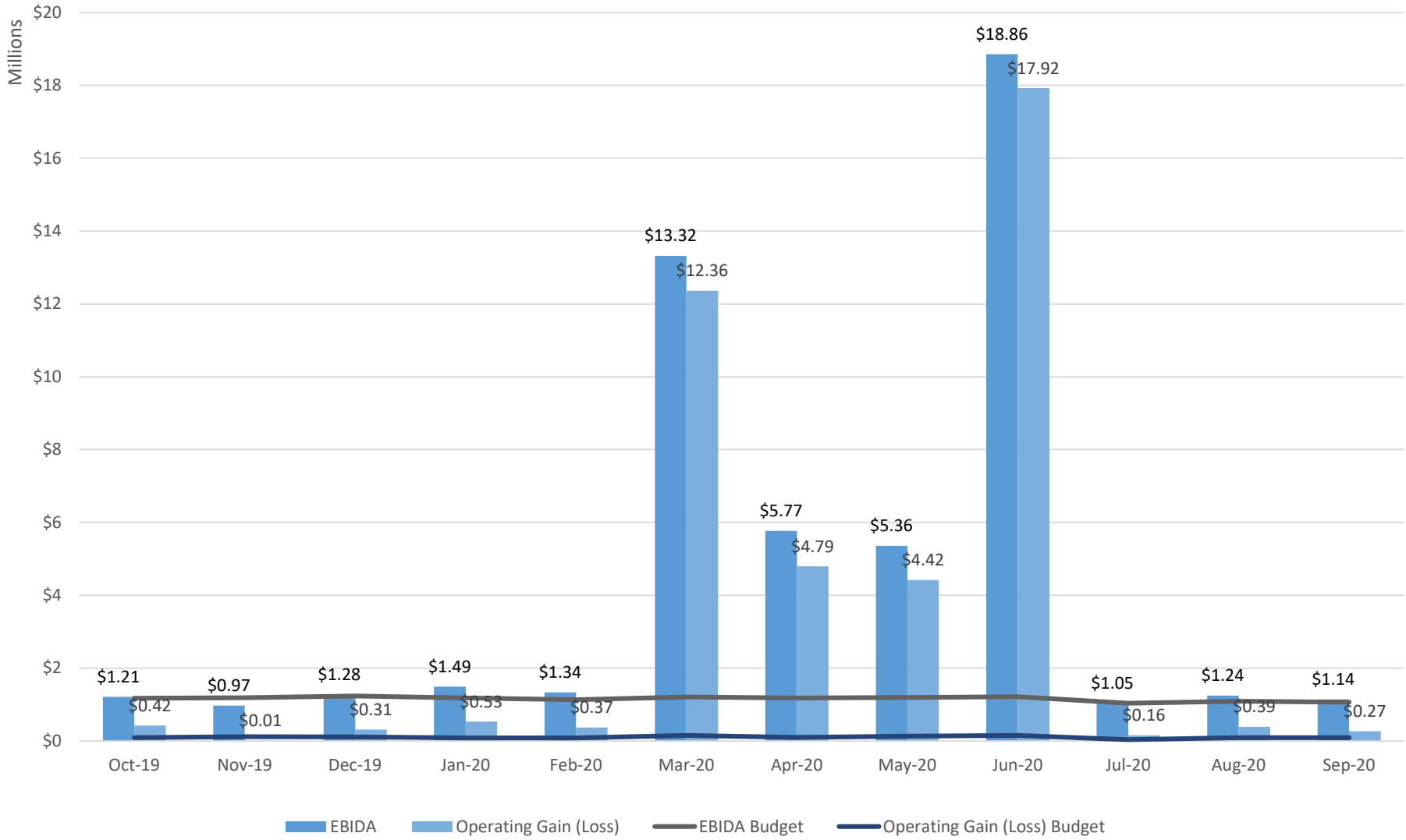


Operating Metrics

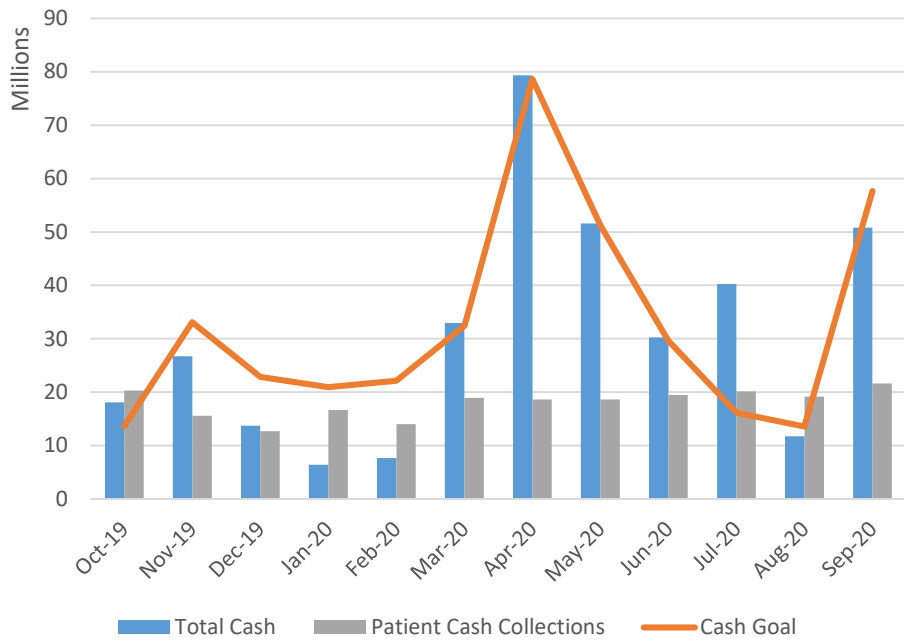


	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20
Supply Expense per AA	\$3,703	\$3,474	\$3,457	\$3,110	\$3,627	\$3,592	\$3,365	\$3,568	\$3,114	\$3,436	\$4,014	\$3,973
Pharm Cost per AA	\$1,762	\$1,646	\$1,905	\$1,549	\$1,569	\$1,989	\$1,530	\$1,658	\$1,110	\$1,604	\$1,787	\$1,823
Net Revenue Per AA	\$12,972	\$14,631	\$14,212	\$9,934	\$12,632	\$12,444	\$11,963	\$14,333	\$13,794	\$14,139	\$13,765	\$13,403
Budget Supp/AA	\$3,277	\$3,303	\$3,293	\$3,291	\$3,343	\$3,293	\$3,330	\$3,298	\$3,314	\$3,513	\$3,711	\$3,520
Budget Pharm/AA	\$1,869	\$1,870	\$1,870	\$1,736	\$1,614	\$1,603	\$1,615	\$1,605	\$1,612	\$1,760	\$1,859	\$1,763
Budget Net Rev/AA	\$11,234	\$11,703	\$11,409	\$11,556	\$11,730	\$11,153	\$11,464	\$11,052	\$11,568	\$12,011	\$12,543	\$11,892

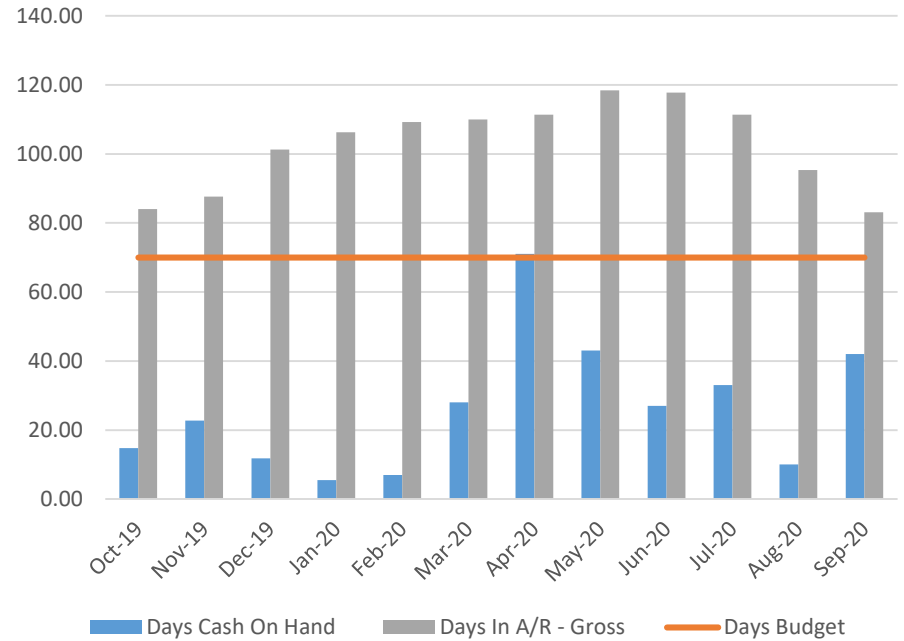
EBIDA 2020 FYTD



Cash 2020 FYTD



AR Days 2020 FYTD



KERN MEDICAL
3-Month Trend Analysis: Revenue & Expense
September 30, 2020

	JULY	AUGUST	SEPTEMBER	BUDGET SEPTEMBER	VARIANCE POS (NEG)	PY SEPTEMBER
Gross Patient Revenue	\$ 85,593,513	\$ 86,734,495	\$ 86,273,837	\$ 78,819,675	9%	\$ 76,169,515
Contractual Deductions	(64,872,744)	(67,824,455)	(66,630,743)	(59,862,507)	11%	(57,100,326)
Net Revenue	20,720,768	18,910,041	19,643,094	18,957,168	4%	19,069,189
Indigent Funding	12,629,251	13,113,661	12,456,248	12,634,647	(1.4%)	11,700,725
Correctional Medicine	2,777,083	2,286,247	2,531,626	2,777,068	(9%)	2,777,068
County Contribution	285,250	285,211	285,211	285,211	0%	285,471
Incentive Funding	640,227	658,527	673,767	83,333	709%	333,333
Net Patient Revenue	37,052,579	35,253,686	35,589,945	34,737,428	2%	34,165,786
Gain/(Loss) on Health-Related Entity	0	0	0	0	0%	(118,684)
Other Operating Revenue	792,456	1,514,369	1,218,037	1,227,785	(1%)	1,314,736
Other Non-Operating Revenue	8,868	1,445,641	583,564	276,653	111%	500
Total Revenue	37,853,903	38,213,696	37,391,546	36,241,866	3%	35,362,338
Expenses						
Salaries	15,872,728	15,802,411	15,195,559	14,723,349	3%	13,632,163
Employee Benefits	7,510,372	7,243,299	6,746,980	6,827,264	(1%)	6,200,833
Registry	1,640,686	1,635,450	1,591,911	1,614,242	(1%)	1,583,934
Medical Fees	1,904,074	1,737,889	1,636,906	1,633,521	0%	1,784,320
Other Professional Fees	1,190,198	1,399,280	1,444,972	1,396,613	3%	1,520,692
Supplies	5,035,687	5,514,185	5,822,142	5,610,630	4%	5,357,817
Purchased Services	1,897,536	1,832,223	2,142,540	1,883,487	14%	2,409,922
Other Expenses	1,753,585	1,804,098	1,669,227	1,489,094	12%	1,682,181
Operating Expenses	36,804,865	36,968,835	36,250,237	35,178,199	3%	34,171,863
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,049,037	\$ 1,244,860	\$ 1,141,309	\$ 1,063,667	7%	\$ 1,190,475
EBIDA Margin	3%	3%	3%	3%	4%	3%
Interest	168,646	120,096	141,993	226,116	(37%)	260,529
Depreciation	468,306	477,535	477,225	498,010	(4%)	513,081
Amortization	256,257	256,257	256,257	251,489	2%	76,688
Total Expenses	37,698,075	37,822,724	37,125,713	36,153,815	3%	35,022,161
Operating Gain (Loss)	\$ 155,828	\$ 390,972	\$ 265,833	\$ 88,051	202%	\$ 340,177
Operating Margin	0.4%	1.0%	0.7%	0.24%	193%	1%

KERN MEDICAL
Year-to-Date: Revenue & Expense
September 30, 2020

	ACTUAL FYTD	BUDGET FYTD	VARIANCE POS (NEG)	PY FYTD	PY VARIANCE POS (NEG)
Gross Patient Revenue	\$ 258,601,845	\$ 241,531,990	7%	\$ 224,563,429	15%
Contractual Deductions	(199,327,942)	(183,430,344)	9%	(166,243,438)	20%
Net Revenue	59,273,903	58,101,646	2%	58,319,991	
Indigent Funding	38,199,160	38,746,251	(1%)	36,511,696	5%
Correctional Medicine	7,594,956	8,331,204	(9%)	7,831,204	(3.0%)
County Contribution	855,672	855,633	0%	855,373	0.0%
Incentive Funding	1,972,520	250,000	689%	1,000,000	97%
Net Patient Revenue	107,896,210	106,284,734	2%	104,518,264	3%
Gain/(Loss) on Health-Related Entity	0	0	0%	(196,931)	0%
Other Operating Revenue	3,500,862	3,765,101	(7%)	3,398,536	3%
Other Non-Operating Revenue	2,062,072	834,694	147%	21,067	9,688%
Total Revenue	113,459,145	110,884,529	2%	107,740,937	5%
Expenses					
Salaries	46,870,697	45,210,274	4%	41,310,753	13%
Employee Benefits	21,500,652	20,637,349	4%	19,570,966	10%
Registry	4,868,047	4,944,482	(2%)	4,873,613	(0.1%)
Medical Fees	5,278,869	5,003,685	5%	5,113,233	3%
Other Professional Fees	4,034,449	4,275,944	(6%)	4,854,966	(17%)
Supplies	16,372,014	17,192,239	(5%)	17,104,073	(4%)
Purchased Services	5,872,299	5,756,905	2%	6,551,396	(10%)
Other Expenses	5,226,911	4,560,414	15%	4,819,865	8%
Operating Expenses	110,023,938	107,581,292	2%	104,198,867	6%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 3,435,206	\$ 3,303,236	4%	\$ 3,542,070	(3%)
EBIDA Margin	3%	3%	2%	3%	(8%)
Interest	430,736	693,424	(38%)	726,804	(41%)
Depreciation	1,423,066	1,510,368	(6%)	1,538,974	(8%)
Amortization	768,772	770,194	(0%)	230,063	234%
Total Expenses	112,646,513	110,555,278	2%	106,694,708	6%
Operating Gain (Loss)	\$ 812,632	\$ 329,251	147%	\$ 1,046,229	(22%)
Operating Margin	1%	0.3%	141%	1%	(26%)

**KERN MEDICAL
BALANCE SHEET**

	SEPTEMBER 2020	SEPTEMBER 2019
ASSETS:		
<i>Total Cash</i>	\$ 50,797,389	\$ 30,316,692
Patient Receivables Subtotal	233,462,617	214,183,280
Contractual Subtotal	(181,879,769)	(165,005,029)
<i>Net Patient Receivable</i>	51,582,848	49,178,252
Total Indigent Receivable	123,889,846	123,108,320
Total Other Receivable	5,986,063	11,561,435
Total Prepaid Expenses	3,829,728	4,744,352
Total Inventory	5,878,102	5,645,716
<i>Total Current Assets</i>	241,963,975	224,554,767
Deferred Outflows of Resources	85,573,671	74,190,520
Investments Deposited with Trustee	0	931,830
Total Land, Equipment, Buildings and Intangib	194,588,293	160,041,250
Total Construction in Progress	19,576,149	36,414,340
<i>Total Property, Plant & Equipment</i>	214,164,442	196,455,590
Total Accumulated Depr & Amortization	(117,873,272)	(109,184,236)
<i>Net Property, Plant, and Equipment</i>	96,291,170	87,271,354
<i>Total Long Term Assets</i>	85,573,671	75,122,349
<i>Total Assets</i>	\$ 423,828,816	\$ 386,948,470

**KERN MEDICAL
BALANCE SHEET**

SEPTEMBER 2020 SEPTEMBER 2019

LIABILITIES & EQUITY:

Total Accounts Payable	\$	15,929,884	\$	25,501,985
Total Accrued Compensation		35,546,267		26,085,943
Total Due Government Agencies		34,357,544		51,867,914
Total Other Accrued Liabilities		68,205,763		60,052,804
<i>Total Current Liabilities</i>		154,039,459		163,508,646
Unfunded Pension Liability		307,234,709		293,255,458
Other Long-Term Liabilities		103,115,962		124,721,867
<i>Total Long-Term Liabilities</i>		410,350,671		417,977,325
<i>Total Liabilities</i>		564,390,130		581,485,971
<hr/>				
Fund Balance		36,913,884		36,714,021
Retained Earnings		(177,475,198)		(231,251,522)
<i>Total Fund Balance</i>		(140,561,314)		(194,537,501)
<hr/>				
<i>Total Liabilities and Fund Balance</i>	\$	423,828,816	\$	386,948,470



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

November 18, 2020

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 18, 2020, 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**

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 18, 2020, 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 facilities (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 18, 2020, 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 - EXISTING LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Weatherby Locums, Inc., a Florida corporation v. Kern County Hospital Authority, United States District Court, Eastern District of California Case No. 1:20-cv-00949-NONE-JLT –

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

Health and Safety Code Section 101855(e)(1)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on November 18, 2020, the premature disclosure of which would create a substantial probability of depriving the authority of a substantial economic benefit or opportunity. The closed session involves:

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