



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, October 20, 2021

11:30 A.M.

BOARD TO RECONVENE

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

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

STAFF RECOMMENDATION SHOWN IN CAPS



PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

RECOGNITION

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

ITEMS FOR CONSIDERATION

CA

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

CA

- 5) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on September 15, 2021 and special meeting on October 13, 2021 –
APPROVE

CA

- 6) Proposed Resolution establishing regular meeting dates of the Kern County Hospital Authority Board of Governors for calendar year 2022 –
APPROVE; ADOPT RESOLUTION

CA

- 7) Proposed Master Lease Schedule with Presidio Technology Capital, LLC, an independent contractor, containing non-standard terms and conditions, for services to support the information technology infrastructure, for a term of three years upon signature by the lessor, in an amount not to exceed \$1,664,657 –
APPROVE; ADOPT RESOLUTION; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Quote Q-451550 with Lansweeper NV, an independent contractor, containing non-standard terms and conditions, for purchase of product licenses and support for information technology asset management from December 18, 2021 through December 17, 2022, in an amount not to exceed \$6,400 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed letter from Moss Adams LLP regarding the planned scope and timing of fiscal year ended June 30, 2021 audit –
RECEIVE AND FILE

CA

- 10) Proposed retroactive Memorandum of Understanding with County of Kern, as represented by Kern Behavioral Health and Recovery Service, an independent contractor, containing non-standard terms and conditions, for mental health services from July 1, 2021 through June 30, 2024 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 11) Proposed Amendment No. 2 to Agreement 10919 with Johnson Controls, an independent contractor, for design, installation and inspection of fire alarm devices, for the period January 1, 2019 through December 31, 2021, extending the term for three years from January 1, 2022 through December 31, 2024, and increasing the maximum payable by \$500,000, from \$500,000 to \$1,000,000, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 12) Proposed Agreement with Vision y Compromiso, an independent contractor, for development and implementation of a Community Outreach and Education Initiative from October 20, 2021 through October 19, 2022, in an amount not to exceed \$500,004 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 13) Proposed Letter of Understanding with TIAA-CREF Individual and Institutional Services, LLC, an independent contractor, to implement Plan changes for the Kern County Hospital Authority Defined Contribution Plan for Physician Employees –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

- 14) Proposed retroactive Purchase Agreement with GE Healthcare, an independent contractor, for purchase of a Revolution EVO Gen 3 CT Machine for the Q Street imaging center, in an amount not to exceed \$531,344, plus applicable taxes –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

- 15) Proposed Purchase Agreement with GE Healthcare, an independent contractor, for purchase of a Senographe Pristina Mammography System for the Q Street imaging center, in an amount not to exceed \$403,343, plus applicable taxes –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

- 16) Kern County Hospital Authority financial report –
RECEIVE AND FILE
- 17) Kern County Hospital Authority Chief Executive Officer report –
RECEIVE AND FILE
- CA
- 18) Claims and Lawsuits Filed as of September 30, 2021 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 19) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 20) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –
- 21) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 v. County of Kern, et al., Public Employment Relations Board Case No. LA-CE-1084-M –
- 22) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INTITATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Robert Gaylan Speck and Elizabeth Pickering-Speck v. Ernesto Perez, Gregory Jay Lajoie, Kern Medical Center, Kern County Hospital Authority, Amber Louise Jones, D.O., and DOES 1 through 200, Inclusive, Kern County Superior Court Case No. BCV-21-101604 TSC –
- 23) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INTITATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Kern County Hospital Authority, a Governmental entity v. California Department of Corrections and Rehabilitation, et al., Kern County Superior Court Case No. BCV-20-102979 DRL –
- 24) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: President, Hospital and Clinic Operations (Government Code Section 54957) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

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

SUPPORTING DOCUMENTATION FOR AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT (Government Code Section 54953.2)

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

- 18) CLAIMS AND LAWSUITS FILED AS OF SEPTEMBER 30, 2021 –
RECEIVE AND FILE
- A) Claim in the matter of Hector Garcia
 - B) Claim in the matter of Scott Baker
 - C) Claim in the matter of William Branscum



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, September 15, 2021

11:30 A.M.

BOARD RECONVENED

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

Directors Absent: Alsop, McLaughlin

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

- 1) Introduction of Kern County Hospital Authority Board Member Jacqui Kitchen
MADE INTRODUCTION

PUBLIC PRESENTATIONS

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

NO ONE HEARD

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

- 3) On their own initiative, Board members may make an announcement or a report on their own activities. They may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Government Code section 54954.2(a)(2))
NO ONE HEARD

RECOGNITION

- 4) Presentation by the President, Hospital and Clinic Operations recognizing the contributions of Kern Medical Center Revenue Cycle Team during the COVID-19 pandemic –
MADE PRESENTATION

ITEMS FOR CONSIDERATION

CA

- 5) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on August 18, 2021 –
APPROVED
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 6) Proposed Amendment No. 22 to Agreement 2016-036 with Cerner Corporation, an independent contractor, containing nonstandard terms and conditions, for purchase of the CareAware Upgrade for a term of 36 months, effective September 15, 2021, in an amount not to exceed \$107,038 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 052-2021
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 7) Proposed retroactive Master Services Agreement with Stericycle, Inc., an independent contractor, containing nonstandard terms and conditions, for waste disposal services from August 15, 2021 through August 14, 2026, in an amount not to exceed \$942,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENTS 053-2021-A, 053-2021-B, 053-2021-C, 053-2021-D
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 8) Proposed Amendment No. 1 to Agreement 055-2019 with United Neuroscience, Inc., an independent contractor, for professional medical services in the Department of Medicine for the period October 1, 2019 through September 30, 2021, extending the term for one year from October 1, 2021 through September 30, 2022, and increasing the maximum payable by \$1,100,000, from \$1,940,000 to \$3,040,000, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 054-2021
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 9) Proposed Amendment No. 1 to Agreement 871-2015 with Shahab Hillyer, M.D., a contract employee, for professional medical in the Department of Surgery for the period January 1, 2016 through December 31, 2022, extending the term for three years from January 1, 2023 through December 31, 2025, and increasing the maximum payable by \$2,250,000, from \$5,724,358 to \$7,974,358, plus applicable benefits, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 055-2021
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 10) Proposed retroactive Rental Agreement with Mission Linen Supply, an independent contractor, for linen services from August 1, 2021 through July 31, 2024, in an amount not to exceed \$3,660,720 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 056-2021
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 11) Proposed Agreement with McMurtrey Lince, Inc., an independent contractor, for construction services related to the renovation of the Pediatric Clinic at 1111 Columbus, Suite 1000, in an amount not to exceed \$407,000, effective September 15, 2021 –
MADE FINDING THE PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 057-2021; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN FUTURE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRACT PRICE
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 12) Proposed Agreement with Redsson, Ltd., an independent contractor, containing non-standard terms and conditions, for cancer registry data retrieval services, from September 15, 2021 through September 14, 2022, in an amount not to exceed \$2,500 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 058-2021
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 13) Proposed retroactive Amendment No. 1 to Agreement 040-2020 with Autumn Enterprises, Inc., doing business as Freedom Healthcare Staffing, an independent contractor, for supplemental healthcare staffing services for the period August 19, 2020 through August 18, 2021, extending the term for two years from August 19, 2021 through August 18, 2023, and increasing the maximum payable by \$1,000,000, from \$1,684,800 to \$2,684,800, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 059-2021
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 14) Proposed approval of Medical Staff COVID-19 Vaccination Policy –
APPROVED
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

CA

- 15) Proposed acceptance of donation from Safety National and MagMutual for travel and related expenses for one Kern Medical Center employee to attend the HCCA “Healthcare Research Compliance Academy” in Las Vegas, Nevada, from December 13-16, 2021 – APPROVED; ADOPTED RESOLUTION 2021-008
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin
- 16) Kern County Hospital Authority financial report – RECEIVED AND FILED
Berjis-Pelz: 5 Ayes; 2 Absent - Alsop, McLaughlin
- 17) Kern County Hospital Authority Chief Executive Officer report – RECEIVED AND FILED
Pelz-Kitchen: 5 Ayes; 2 Absent - Alsop, McLaughlin
- CA
- 18) Claims and Lawsuits Filed as of August 30, 2021 – RECEIVED AND FILED
Pelz-Berjis: 5 Ayes; 2 Absent - Alsop, McLaughlin

ADJOURNED TO CLOSED SESSION
Kitchen-Berjis

NOTE: DIRECTOR BRAR LEFT THE MEETING IMMEDIATELY AFTER THE BOARD ADJOURNED TO CLOSED SESSION AND DID NOT RETURN

CLOSED SESSION

- 19) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 20) CONFERENCE WITH LEGAL COUNSEL – FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Tyler Andrews, an individual v. Kern County Hospital Authority, a public agency that is a local unit of government, which owns and operates Kern Medical Center; and DOES 1 through 100, inclusive, Kern County Superior Court Case No. BCV-19-103529 TSC – SEE RESULTS BELOW
- 21) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(e)(2) (e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the Authority but which the Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed – SEE RESULTS BELOW
- 22) 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

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

RECONVENED FROM CLOSED SESSION
Berjis-Kitchen

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 19 concerning Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – HEARD; BY A UNANIMOUS VOTE OF THOSE DIRECTORS PRESENT (MOTION BY DIRECTOR BERJIS, SECOND BY DIRECTOR PELZ; 3 ABSENT - DIRECTOR ALSOP, BRAR AND MCLAUGHLIN), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, REVIEW/RELEASE OF PROCTORING, REQUEST ADDITIONAL PRIVILEGES, VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item No. 20 concerning CONFERENCE WITH LEGAL COUNSEL – FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Tyler Andrews, an individual v. Kern County Hospital Authority, a public agency that is a local unit of government, which owns and operates Kern Medical Center; and DOES 1 through 100, inclusive, Kern County Superior Court Case No. BCV-19-103529 TSC – HEARD; NO REPORTABLE ACTION TAKEN

Item 21 concerning CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(e)(2) (e)(1)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the Authority but which the Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed – HEARD; NO REPORTABLE ACTION TAKEN

Item 22 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 23 concerning PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – HEARD; NO REPORTABLE ACTION TAKEN

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

ADJOURNED TO WEDNESDAY, OCTOBER 20, 2021 AT 11:30 A.M.
Pelz

/s/ Mona A. Allen
Authority Board Coordinator

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



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Special Meeting
Wednesday, October 13, 2021

11:00 A.M.

BOARD RECONVENED

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

Directors Absent: None

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

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

BOARD ACTION SHOWN IN CAPS

PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

- 2) On their own initiative, Board members may make an announcement or a report on their own activities. They may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda (Government Code section 54954.2(a)(2))
NO ONE HEARD

ITEMS FOR CONSIDERATION

CA

- 3) Proposed Resolution in the matter of making findings pursuant to Government Code Section 54953, as amended by Assembly Bill 361, and authorizing the continued use of virtual meetings
–
APPROVED; ADOPTED RESOLUTION 2021-009
Pelz-Brar: All Ayes

ADJOURNED TO CLOSED SESSION
Berjis-McLaughlin

CLOSED SESSION

- 4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – SEE RESULTS BELOW
- 5) PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT - Title: Chief Executive Officer (Government Code Section 54957) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION
Berjis-McLaughlin

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 4 concerning PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – HEARD; BY UNANIMOUS VOTE (MOTION BY DIRECTOR ALSOP, SECOND BY DIRECTOR PELZ) THE BOARD ACCEPTED THE RESIGNATION OF KERN COUNTY HOSPITAL AUTHORITY CHIEF EXECUTIVE OFFICER RUSSELL V. JUDD, EFFECTIVE DECEMBER 1, 2021

Item No. 5 concerning PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT - Title: Chief Executive Officer (Government Code Section 54957) – HEARD; BY UNANIMOUS VOTE (MOTION BY DIRECTOR BERJIS, SECOND BY DIRECTOR PELZ) THE BOARD APPOINTED ALTON SCOTT THYGERSON AS CHIEF EXECUTIVE OFFICER OF THE KERN COUNTY HOSPITAL AUTHORITY, EFFECTIVE DECEMBER 1, 2021

ADJOURNED TO WEDNESDAY, OCTOBER 20, 2021, AT 11:30 A.M.
Berjis

/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**

October 20, 2021

SUBJECT: Establish Regular Meeting Dates of the Kern County Hospital Authority Board of Governors for Calendar Year 2022

Recommended Action: Approve; Adopt Resolution

Summary:

The conduct of your Board is subject to the provisions of the Ralph M. Brown Act ("Brown Act"; Gov. Code, § 54950 et seq.). Specifically, section 54954, subd. (a) of the Brown Act requires that your Board shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings.

Therefore, it is recommended that your Board establish its schedule of regular meetings for calendar year 2022 in compliance with the Brown Act by adopting the attached Resolution.

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

In the matter of:

Resolution No. 2021-____

**ESTABLISHING THE REGULAR
MEETING DATES OF THE KERN
COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS FOR
CALENDAR YEAR 2022**

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 20th day of October, 2021, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The Brown Act (Gov. Code, § 54954, subd. (a)) requires that the legislative body of a local agency shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings; and

(b) Section 2.170.060 of the Ordinance Code of the County of Kern (“Ordinance”) provides for a governing body, which shall be known as the Kern County Hospital Authority Board of Governors; and

(c) Section 2.170.030 of the Ordinance provides that the Brown Act shall apply to the Kern County Hospital Authority; and

(d) The Kern County Hospital Authority Board of Governors desires to establish its schedule of regular meetings for calendar year 2022 in compliance with the Brown Act.

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. Except as provided in paragraph 4 of this Resolution, the calendar year 2022 regular meetings of the Board of Governors shall be held as follows:

Wednesday, January 19, 2022	Regular Meeting
Wednesday, February 16, 2022	Regular Meeting
Wednesday, March 16, 2022	Regular Meeting
Wednesday, April 20, 2022	Regular Meeting
Wednesday, May 18, 2022	Regular Meeting
Wednesday, June 15, 2022	Regular Meeting
Wednesday, July 20, 2022	Regular Meeting
Wednesday, August 17, 2022	Regular Meeting
Wednesday, September 21, 2022	Regular Meeting
Wednesday, October 19, 2022	Regular Meeting
Wednesday, November 16, 2022	Regular Meeting
Wednesday, December 14, 2022	Regular Meeting

3. All meetings shall be held at Kern Medical Center, which is located at 1700 Mount Vernon Avenue, Bakersfield, California 93306. All meetings shall commence at the hour of 11:30 a.m., unless a different time is posted by the Authority Board Coordinator. Meetings so commenced may be continued from time to time until the disposition of all business before the Board of Governors.

4. Regular meetings shall be canceled or rescheduled whenever the Board of Governors unanimously finds good cause otherwise exists for cancellation, rescheduling, or scheduling of a regular meeting.

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

Members, Board of Governors
Kern Medical Center
Legal Services Department
Medical Staff of Kern Medical Center
County Administrative Office
Clerk of the Board of Supervisors

2022



Kern County Hospital Authority
Board of Governors'
Meeting Calendar
11:30am – 1:30pm

JANUARY

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FEBRUARY

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APRIL

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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

October 20, 2021

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

Recommended Action: Approve; Adopt Resolution

Summary:

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

Discussion:

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

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

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

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

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

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

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

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

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

In the matter of:

Resolution No. 2021-____

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

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 20th day of October, 2021, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

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

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

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

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

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

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

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

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

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

5. This Resolution shall take effect immediately upon its adoption and remain in effect until November 17, 2021.

6. This Board shall reevaluate the above findings on November 17, 2021, and every 30 days thereafter.

7. Resolution No. 2021-009, adopted by the Board of Governors on October 13, 2021, is hereby repealed and superseded by this Resolution.

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

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

Members, Board of Governors
Chief Executive Officer
Legal Services Department



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

October 20, 2021

Subject: Proposed Master Lease Schedule with Presidio Technology Capital, LLC for services in support of the information technology infrastructure

Recommended Action: Approve; Adopt Resolution; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Master Lease Schedule (STN No. 680908) with Presidio Technology Capital, LLC issued pursuant to the Master Lease Agreement (Agt.# 053-2018) for lease of storage and backup solutions for Kern Medical. This solution will extend the services and support for redundant data storage for all systems and enterprise backup of all data systems for a term of three (3) years beginning upon the signed Leased from Lessor, and with a cost not to exceed \$1,664,657.

Date	Agreements	Purpose of Agreements	Costs Associated
0815/2018	053-2018	Master Services Agreement	\$2,017,549
11/27/2018	31118	Master Lease Schedule	\$52,114
12/11/2019	074-0218	Rubrik Installation	\$14,118
11/13/2019	071-2019	Rubrik Installation	\$413,193
	13719 – PO issued	Meraki Installation	\$3,950
	55619 – PO issued	Cloud Services	\$3,896
04/09/2020	16120	Video Install Sim Room	\$10,000
	26520 – PO issued	Smartnet Renewal	\$5,086
07/16/2020	45820	Service Request	\$45,000
05/07/2021	18321	Meraki Migration Project	\$249,160
	Proposed Agreement	Master Lease Schedule	\$1,664,657

The Agreement contains non-standard terms and cannot be approved as to form by Counsel due to a the inclusion of a termination fee as liquidated damages and no warranty or indemnification for any use of the product and the clause that non-use does not equate to a breach of the agreement.

Despite Counsel’s inability to approve the Agreement as to form, Kern Medical recommends that your Board approve the proposed Master Lease Schedule, containing non-standard terms and conditions, for a term of three (3) years, in an amount not to exceed \$1,664,657, adopt the resolution, and authorize the Chairman to sign.

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

In the matter of:

Resolution No. _____

**FINANCING THE PURCHASE OF PRESIDIO
SOFTWARE AND EQUIPMENT IN SUPPORT
OF THE ONSITE DATA BACKUP SYSTEM FOR
THE KERN COUNTY HOSPITAL AUTHORITY**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors the Kern County Hospital Authority at an official meeting thereof on the 20th day of October, 2021, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The Kern County Hospital Authority (“Hospital Authority”) has the power to incur indebtedness and to borrow money and issue bonds, subject to the approval of the Board of Supervisors; and

(b) The Hospital Authority also has the power to purchase supplies, equipment, materials, property, and services, and the power to enter into contracts, pursuant to Chapter

5.5 (commencing with Section 101852) of Part 4 of Division 101 of the Health and Safety Code; and

(c) The Hospital Authority has entered into an agreement with Change Healthcare Technologies, LLC to implement the Picture Archiving and Communication System (PACS) which requires an additional purchase of software and equipment; and

(d) Presidio Technology Capital, LLC desires to lend Hospital Authority monies in the lease/purchase of this software and equipment and requires a resolution by the Hospital Authority's governing body to do so.

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 finds the best interests of the Hospital Authority shall be served by entering into an agreement to borrow monies for the lease/purchase of equipment.

3. The provisions of this Resolution shall be effective, in force and operative as of the 20th day of October 2021.

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

Kern Medical Center
Presidio Technology Capital, LLC

PRESIDIO[®]

TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GA. 30092-9204

Master Lease Schedule

- 1. LESSEE NAME & ADDRESS: Kern County Hospital Authority
1700 Mt. Vernon Ave.
Bakersfield, CA 93306-4018
- Federal Tax ID No: 364642420
State Incorporated: CA
State ID No: C3157027
- 2. MASTER LEASE WITH: Kern County Hospital Authority
- 3. EQUIPMENT: Equipment is listed on attached Equipment Addendum.
- 4. RENTAL PERIOD: 36 Months MONTHLY PAYMENT: \$44,067.00
- 5. ADVANCE PAYMENT: None.
- 6. BILLING INFORMATION: N/A
- 7. ADDITIONAL PROVISIONS: Upon the First Rental Due Date for STN 680908, the following STN number(s): 677980 will terminate.

THIS SCHEDULE IS ISSUED PURSUANT TO THE MASTER LEASE, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRMS, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA. LESSEE AGREES THAT THE EQUIPMENT AND LESSEE'S OBLIGATIONS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS SCHEDULE AS IT INCORPORATES THOSE OF THE MASTER LEASE.

Presidio Technology Capital, LLC

Kern County Hospital Authority

By: _____
Authorized Signature

Name (Type or Print) Date

By: _____ <Sign here
Authorized Signature

Russell Bigler 10/20/2021
Name (Type or Print) Date

NONE OF THE PROVISIONS OF THIS SCHEDULE MAY BE WAIVED OR AMENDED EXCEPT IN A WRITING SIGNED BY LESSEE AND LESSOR.

DATE OF ACCEPTANCE BY LESSOR:

Norcross, Georgia

Kern County Hospital Authority

By: _____ <Sign here
Authorized Signature

REVIEWED ONLY
NOT APPROVED AS TO FORM

By: 
Legal Services Department

PRESIDIO[®]

TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GEORGIA 30092

EXHIBIT A TO SCHEDULE NUMBER 680908 to MASTER LEASE AGREEMENT

ATTACHED TO AND MADE A PART OF the Master Lease Schedule Number 680908 ("Schedule") to the Master Lease Agreement dated July 24, 2018 between **Presidio Technology Capital, LLC** ("Lessor") and **Kern County Hospital Authority** ("Lessee").

I. MODIFICATIONS

A.1 For purposes of the Equipment on the Schedule, the Master Lease Agreement is amended by adding the following to the end thereof as new paragraphs:

32. NONAPPROPRIATION OF FUNDS.

If Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any fiscal year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Lease. Lessee may, upon giving prior written notice to Lessor effective 60 days after the giving of such notice and upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment at Lessee's expense and thereupon be released of its obligation to make all rental payments to Lessor due thereafter. The Equipment shall be returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as when first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted. The foregoing notice [shall state the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation and] shall be accompanied by payment of all amounts then due to Lessor during the current fiscal year under the Agreement. Upon termination under this Section 32, Lessee shall not be responsible for the payment of any additional payments coming due in succeeding fiscal years.

In the event Lessee cancels the Equipment pursuant to the terms of this Section 32, Lessor shall retain all sums paid hereunder by Lessee including any security deposits paid hereunder, and in addition, Lessee shall pay to Lessor the termination charge, if any, specified in the applicable Schedule hereto.

33. REPRESENTATIONS OF LESSEE.

Lessee represents and agrees as of the date of this Lease, and, so long as this Lease is in effect or any part of Lessee's obligations to Lessor remain unfulfilled, shall continue to agree at all times, that:

(a) All requirements have been met, and procedures have occurred in order to insure the enforceability of this Lease and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Lease.

(b) The Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(c) Lessee has funds available to pay all Payments until the end of its current appropriation period, and it will request funds to make payments in each appropriation period, from now until the end of the term of the Lease.

(d) This Lease has been duly executed and constitutes a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the respective terms hereof.

(e) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is essential and not temporary or expected to diminish during the applicable Lease term. Lessee presently intends to continue each schedule hereunder for its entire lease term and to pay all rental payments relating thereto.

II. The complete and exclusive statement of the agreement relating to this subject consists of the Master Lease Agreement, the Schedule and this Exhibit A. This statement of the agreement supersedes all proposals, letters and other agreements, oral or written, and all other communications between the parties relating to this subject. There are no promises, representations or warranties other than as expressly set forth in the Master Lease Agreement and the Schedule, as modified by this Exhibit A.

IN WITNESS WHEREOF, each party has caused this Exhibit A to be executed by its duly authorized representative.

Presidio Technology Capital, LLC

By: _____

Name: _____

Title: _____

Date: _____

Kern County Hospital Authority

By: _____

Name: Russell Bigler

Title: Chairman, Board of Governors

Date: 10/20/2021

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TECHNOLOGY CAPITAL

STN: 680908
Legal Name: Kern County Hospital Authority

Install Site Address: 1700 Mt. Vernon Avenue; Bakersfield, CA 93306-4018

Payment Amount: \$44,067.00

Comments: New equipment provided by Presidio Networked Solutions

Item #	Qty	Type/Model	Serial #	Description
1	36	FA-X50R2-182TB 1MO,PRM,GOLD		FA-X50R2-182TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable
2	1	FA-M to X50R3-FC-EMEZ FF UPG		Free X Controller
3	1	PS-FLASHARRAY-FF-RENEWAL-UP		PS-FLASHARRAY-FF-RENEWAL-UPGRADE
4	36	FA-X50R2-182TB 1MO,PRM,GOLD		FA-X50R2-182TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable
5	1	FA-M to X50R3-FC-EMEZ FF UPG		Free X Controller
6	1	PS-FLASHARRAY-FF-RENEWAL-UP		PS-FLASHARRAY-FF-RENEWAL-UPGRADE
7	1	CON-SMARTNET RENEWAL		CON-SMARTNET RENEWAL
8	1	RBK-SVC-PREM-APPLIANCE		Premium Support, Prepaid for Rubrik Appliance
9	1	RBK-SVC-PREM-APPLIANCE		Premium Support, Prepaid for Rubrik Appliance
10	1	RBK-CLON-UNLIMITED		Subscription to Rubrik CloudOn, Unlimited, incl Support
11	30	RBK-SONAR		Subscription, Polaris Sonar for data governance and regulatory compliance, Premium Support, per usable BETB, prepay
12	75	RBK-SONAR		Subscription, Polaris Sonar for data governance and regulatory compliance, Premium Support, per usable BETB, prepay
13	10800	RBK-M365H		One (1) month of Rubrik Hosted Polaris for Microsoft 365, 10 users, incl. Premium Support, subscription prepay

Comments: the following equipment is is transferring from Master Lease Schedule 677980 on 10/1/2021.
 All maintenance good through 1/31/2022.

Item No	Qty	Type/Model	Serial No	Description
1	2	DS-C9148S-12PK9		MDS 9148S 16G FC switch, w/ 12 active ports
2	2	M91S5K9-6.2.9A		MDS 9100 Supervisor/Fabric-5, NX-OS Software Release 6.2.9A
3	2	DS-9148S-KIT-CSCO		MDS 9148S Accessory Kit for Cisco
4	4	CAB-9K12A-NA		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
5	2	CON-OSP-C48S		SNTC-24X7X4OS MDS 9148S 16G FC switch
6	1	UCSB-B200-M4-U		UCS B200 M4 w/o CPU, mem, drive bays, HDD, mezz (UPG)
7	2	UCS-CPU-E52650E		2.20 GHz E5-2650 v4/105W 12C/30MB Cache/DDR4 2400MHz
8	24	UCS-MR-1X322RV-A		32GB DDR4-2400-MHz RDIMM/PC4-19200/dual rank/x4/1.2v
9	1	UCSB-MLOM-40G-03		Cisco UCS VIC 1340 modular LOM for blade servers
10	2	UCSB-LSTOR-BK		FlexStorage blanking panels w/o controller, w/o drive bays
11	1	UCS-M4-V4-LBL		Cisco M4 - v4 CPU asset tab ID label (Auto-Expand)
12	1	UCSB-HS-EP-M4-F		CPU Heat Sink for UCS B200 M4/B420 M4 (Front)
13	1	UCSB-HS-EP-M4-R		CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)
14	1	C1UCS-OPT-OUT		Cisco ONE Data Center Compute Opt Out Option
15	1	CON-OSP-B200M4U		SNTC 24X7X4OS UCS B200 M4
16	1	UCS-SP-FI48-2X		UCS SP Select 6248 FI w/ 12p LIC 2Pk
17	2	UCS-SP-FI48P		(Not sold Standalone)UCS SP Select 6248 FI w/ 12p LIC
18	4	CAB-C13-CBN		Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors
19	8	SFP-H10GB-CU3M		10GBASE-CU SFP+ Cable 3 Meter
20	8	DS-SFP-FC8G-SW		8 Gbps Fibre Channel SW SFP+, LC
21	8	SFP-10G-SR		10GBASE-SR SFP Module
22	2	UCS-BLKE-6200		UCS 6200 Series Expansion Module Blank

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Item #	Qty	Type/Model	Serial #	Description
23	4	UCS-FAN-6248UP		UCS 6248UP Fan Module
24	2	N10-MGT015		UCS Manager v3.2
25	2	UCS-ACC-6248UP		UCS 6248UP Chassis Accessory Kit
26	4	UCS-PSU-6248UP-AC		UCS 6248UP Power Supply/100-240VAC
27	2	UCS-FI-DL2		UCS 6248 Layer 2 Daughter Card
28	2	CON-OSP-SMBFI48P		SNTC-24X7X4OS (Not sold Standalone)UCS SP Select 6248 FI
29	72	FA-X50R2-182TB 1MO,PRM,GOLD		FA-X50R2-182TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable
30	2	FA-X50R2-ETH-182TB-91/91-EMEZZ		Pure Storage FlashArray X50R2-ETH-182TB-91/91-EMEZZ
31	2	PS-FLASHARRAY-INSTALL		FlashArray (//m, //x) Install Service
32	1	RBK-R6410S-01		r6410s Appliance, 4-node, 120TB, SFP+ NIC, RCDM
33	3	RBK-SVC-PREM-APPLIANCE		Premium Support, Prepaid for Rubrik Appliance
34	1	RBK-R6404S-01		r6404s Appliance, 4-node, 48TB, SFP+ NIC, RCDM
35	3	RBK-SVC-PREM-APPLIANCE		Premium Support, Prepaid for Rubrik Appliance
36	3	RBK-CLON-UNLIMITED		Subscription to Rubrik CloudOn, Unlimited, incl Support

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PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GA. 30092-9204

Option to Purchase Equipment at End of Lease

- 1. LESSEE NAME AND ADDRESS: Kern County Hospital Authority 1700 Mt. Vernon Ave. - Bakersfield, CA 93306-4018
2. PURCHASE PRICE: FMV Purchase
3. EXERCISE: Lessee has the option of purchasing all but not less than all of the Equipment upon termination of the term of the Schedule...
4. TITLE: Provided the purchase option is exercised in the manner indicated and Lessee has fulfilled all Lessee's obligations...
5. GENERAL: It is understood and agreed that any software included under the Schedule is copyright protected...

THIS PURCHASE OPTION IS MADE A PART OF THE SCHEDULE, WHICH LESSEE HAS REVIEWED AND HEREBY REAFFIRMS, AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA. LESSEE AGREES THAT LESSEE'S OBLIGATION TO PURCHASE THE EQUIPMENT WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE SCHEDULE AS IT INCORPORATES THOSE OF THIS PURCHASE OPTION.

Presidio Technology Capital, LLC

Kern County Hospital Authority

By: _____
Authorized Signature
Name (Type or Print) Date

By: _____ <Sign here
Authorized Signature
Russell Bigler 10/20/2021
Name (Type or Print) Date

NONE OF THE PROVISIONS OF THIS SCHEDULE MAY BE WAIVED OR AMENDED EXCEPT IN A WRITING SIGNED BY LESSEE AND LESSOR.

DATE OF ACCEPTANCE BY LESSOR:

Norcross, Georgia

Kern County Hospital Authority

By: _____ <Sign here
Authorized Signature

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TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GA. 30092-9204

Software Addendum to Master Lease Schedule

ATTACHED TO AND MADE A PART OF Master Lease Schedule Number 680908 (the "Schedule") between Presidio Technology Capital, LLC ("Lessor") and Kern County Hospital Authority ("Lessee").

1. The Schedule (as modified by this addendum) constitutes a discrete financing agreement between Lessee and Lessor, and is separate and distinct from any software license or other similar agreement (the "Product Agreement") between Lessee and the owner, distributor or licensor (the "Licensor") of any software and software related products and services listed on the Schedule (the "Software Products"). Lessee authorizes and requests Lessor to satisfy Lessee's payment obligations to Licensor under the above Product Agreement, and in consideration of this undertaking, Lessee unconditionally agrees to pay the required amounts per the Schedule, on or before the due dates, to the order of Lessor or Lessor's assignee (the "Assignee").
2. LESSEE AGREES THAT LESSEE'S OBLIGATIONS TO PAY WHEN DUE THE PAYMENTS AND ALL SUMS DUE UNDER THE SCHEDULE ARE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO, NOR SHALL LESSEE ASSERT AGAINST LESSOR OR ANY ASSIGNEE, ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND. Lessee hereby waives demand, presentment for payment, protest and notice of protest, notice of dishonor or default and diligence in collecting and bringing suit.
3. LESSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE PRODUCTS, HARDWARE (IF ANY) OR ANY SERVICES COVERED BY THE PRODUCT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR AGAINST INFRINGEMENT. LESSEE WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT LESSEE MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE SOFTWARE PRODUCTS, HARDWARE OR ANY SERVICES COVERED BY THE PRODUCT AGREEMENT, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE SOFTWARE PRODUCTS AND/OR HARDWARE AND THAT LESSEE HAS MADE THE SELECTION OF SUCH SOFTWARE PRODUCTS AND/OR HARDWARE BASED UPON LESSEE'S OWN JUDGMENT AND EXPRESSLY DISCLAIM ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS.
4. LESSEE'S OBLIGATIONS UNDER THE SCHEDULE ARE COMPLETELY INDEPENDENT OF THE DELIVERY, PERFORMANCE OR QUALITY OF THE SOFTWARE PRODUCTS, HARDWARE OR ANY SERVICES COVERED BY THE PRODUCT AGREEMENT, LICENSOR'S FAILURE TO PERFORM UNDER THE PRODUCT AGREEMENT AND LICENSOR'S BREACH OF ANY OF ITS REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE PRODUCTS. IN THE EVENT OF ANY BREACH OR DEFAULT UNDER THE PRODUCT AGREEMENT, LESSEE'S SOLE REMEDY SHALL BE AGAINST LICENSOR UNDER THAT PRODUCT AGREEMENT, AND LESSEE SHALL REMAIN ABSOLUTELY AND UNCONDITIONALLY OBLIGATED TO MAKE THE PAYMENTS UNDER THE SCHEDULE WHEN DUE, TO LESSOR OR ITS ASSIGNEE.
5. In consideration of and to secure Lessee's full and timely payment of Lessee's obligations under the Schedule, Lessee irrevocably transfers and grants Lessor a license and right, which Lessor may avail itself of after an Event of Default (as hereinafter defined), in all of Lessee's rights to use the Software Products and receive any services covered under the Product Agreement, and to suspend, cancel and/or terminate Lessee's license for such Software Products and rights to receive any such services. This is a present grant to Lessor, but may be acted upon by Lessor only

after an Event of Default. Lessee and Lessor each acknowledge that Lessor's rights to use and receive the Software Products may be subject to the provisions of the Product Agreement and rights of the Licensor, but, as between Lessee and Lessor, after an Event of Default and upon Lessor's written exercise of its rights hereunder, there shall be a total relinquishment of Lessee's rights in the Software Products to Lessor.

- 6. In further consideration of and to further secure Lessee's full and timely payment of Lessee's obligations hereunder and under the Schedule, Lessee hereby assigns over to and grants to Lessor a security interest in all of Lessee's right, title and interest in the Software Products.
- 7. Any of the following shall constitute an "Event of Default" under the Master Lease, the Schedule, and this addendum (in addition to the conditions of default in the Master Lease): (i) Lessee's license to use any software component of the Software Products is canceled, terminated, suspended or materially restricted or limited; (ii) Lessee is in material breach of the Product Agreement and fails to cure such breach within any cure period provided to Lessee by the Product Agreement.
- 8. Should an Event of Default occur, then without notice to Lessee or any other party: (a) Lessor may declare immediately due and payable (as liquidated damages and not as a penalty) all accrued and unpaid Monthly Rental then due under the Schedule; (b) Lessor may cancel, terminate, or cause the cancellation and/or termination of all licenses and other Product Agreements for Software Products granted to Lessee, and may further cancel, terminate, suspend or withhold or cause the cancellation, termination, suspension or withholding of Software Products; (c) Lessor may exercise any rights under the Product Agreement which may have been granted to Lessor by Licensor; (d) Lessor may exercise the transfer of Lessee's rights in Software Products, as provided in Section 5 above. These remedies are in addition to any remedies available to Lessor in the Master Lease, the Schedule, at law or in equity. Lessor shall not be required to license, lease, transfer or use the Software Products in mitigation of any damages resulting from an Event of Default.
- 9. Upon Lessor's instructions after an Event of Default, Lessee agrees immediately to cease using the Software Products, to deinstall and delete all copies of licensed Software Products from all computer systems owned or controlled by Lessee or used for Lessee's benefit, and on which Lessee permitted the Software Products to operate, and, at Lessor's option, either destroy all written manuals and materials provided with the Software Products, or return the same to Lessor, and to provide Lessor with a certificate signed by Lessee's officer who is responsible for Lessee's information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, destruction and/or return. Lessor or its designees will have full and unrestricted access to Lessee's records, computer systems, service provider systems (if any) and facilities to verify Lessee's cessation of use, deinstallation, deletion and destruction.
- 10. So long as Lessee has paid all rental payment due under the Schedule, and Lessee is not otherwise in default under the Master Lease, at the end of the term of the Schedule, Lessee will be entitled to the lesser of: (a) a perpetual license to the Software Products; or (b) whatever rights have been granted by the Licensor pursuant to the terms of the Product Agreement.
- 11. The complete and exclusive statement of the agreement relating to this subject consists of the Master Lease, the Schedule and this Software Addendum. This statement of the agreement supersedes all proposals, letters and other agreements, oral or written, and all other communications between the parties relating to this subject. There are no promises, representations or warranties other than as expressly set forth in the Master Lease and the Schedule, as modified by this Software Addendum.

Presidio Technology Capital, LLC

Kern County Hospital Authority

By: _____ <Sign here
Authorized Signature

By: _____ <Sign here
Authorized Signature

Name (Type or Print) Title

Russell Bigler, Chairman, Board of Governors
Name (Type or Print) Title

Date

10/20/2021
Date



August 31, 2021

Presidio Technology Capital, LLC

2 Sun Court, Suite 120
Norcross, GA 30092-9204

RE: Master Lease Agreement (“Lease Agreement”) dated July 24, 2018 and Lease Schedule STN: **680908** dated October 20, 2021 each by and between **Presidio Technology Capital, LLC** (“Lessor”) and **Kern County Hospital Authority**, (“Lessee”)

Under the above-referenced Lease Agreement and all Lease Schedules, Lessee is required to maintain certain insurance policies with respect to the Equipment listed on Lease Schedules to the Lease Agreement between Lessor and Lessee. Subject thereto, provided that insurance policies are not required if Lessee has an adequate self-insurance program. This letter is for the sole purpose of describing Lessee’s self-insurance program.

- I. Kern County Hospital Authority maintains a robust self-insurance program which includes coverage for Commercial General Liability exposures, including property damage and public liability, arising out of Authority operations as allowed pursuant to Government Code Section 990 and Health and Safety Code Section 101855. This program consists of a Risk Management department overseen by the Vice President and General Counsel of the Authority. The program is self-administered with sufficient staff to resolve claims in a timely and effective manner.
 - (a) The self-insurance program is limited to a retention of \$1 million per occurrence with significant insurance coverage purchased in excess of the self-insured retention. The Authority maintains sufficient assets and reserves to cover its self-insured obligations.
 - (b) The Authority’s self-insurance program will only consider full replacement value or stated value if contractually agreed upon, otherwise settlement of property damage is limited to the actual cash value at the time of the loss.
 - (c) As indicated above, the Authority maintains excess coverage in excess of the \$1 million per occurrence retention. Said coverage is currently placed with Mag Mutual.
 - (d) The Authority’s General Liability exposure is capped pursuant to the California Government Tort Claims Act (910, 910.2 & 910.4)

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

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

Capitalized terms contained herein but not defined shall have the same meaning as defined under the Master Lease Agreement.

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

KERN COUNTY HOSPITAL AUTHORITY



Presidio Technology Capital, LLC
2 Sun Court, Suite 120
Norcross, GA 30092-9204

Re: Master Lease Agreement dated as of July 24, 2018 (the "Master Lease") by and between Presidio Technology Capital, LLC as lessor and Kern County Hospital Authority ("Lessee"), and Lease Schedules thereto

Ladies and Gentlemen:

As counsel for Kern County Hospital Authority ("Lessee"), I have examined the Master Lease which has been incorporated by reference into Lease Schedule No. 680908 dated as of October 20, 2021 ("Lease Schedule No.680908") and Lease Schedule No. 680908, each between Lessee and Presidio Technology Capital, LLC, as lessor ("Lessor"), the form of the Certificate of Acceptance and Acknowledgment of Assignment (the "Certificate of Acceptance") attached to Lease Schedule No. 680908 and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No.680908, the Certificate of Acceptance and other documents related to Lease Schedule No. 680908. The Master Lease, Lease Schedule No. 680908, and the related Certificate of Acceptance and related documents are herein collectively referred to as the "Lease." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a local unit of government in the State of California and the Lessee has full power and authority to enter into the Lease.
2. The Master Lease and Lease Schedule No. 680908 have each been duly authorized and have been duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. 680908 constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The Certificate of Acceptance has been duly authorized by Lessee and constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment to be leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law. Lessor's

remedies affecting the Equipment in the event of a default by Lessee are enforceable under applicable law.

5. Lessee has complied with any applicable public bidding requirements in connection with the Lease and the transactions contemplated thereby.

6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease or Lease Schedule No. 680908 or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the rental payments and other amounts contemplated by the Lease.

7. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, Lease Schedule No. 680908, and the Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

8. Lessee's name indicated above is its true, correct, and complete legal name.

9. The entering into and performance of the Master Lease , Lease Schedule No. 680908 do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. 680908 will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion is for the sole benefit of, and may be relied upon by, Lessor and any permitted assignee or subassignee of Lessor under the Lease.

Respectfully submitted,



Hospital Counsel



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

October 20, 2021

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:

A. Quote No. Q-451550:

Subscription	Costs
Lansweeper Asset quantity 8000 – 1 Year	\$6,400.00

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 Belgian 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 December 18, 2021 through December 17, 2022, with a cost of \$6,400, and authorize the Chairman to sign.

Prepared by: Lansweeper Sales
Email: sales@lansweeper.com



Client:
Kern Medical
1700 Mount Vernon Avenue
93306 Bakersfield
CA
United States

Lansweeper NV
Zeelsebaan 83Z
9200 Grembergen
Belgium
BE 0538.668.417

Quote Creation Date: September 17, 2021
Quote Expiration Date: December 28, 2021
Subscription Start Date: December 18, 2021
Subscription End Date: December 17, 2022

Quote Q-451550

Product	Quantity	Unit Price	Term	Subtotal	Discount*	Net Price
Lansweeper	8,000	USD 1.00	1-Y	USD 8,000.00	USD 1,600.00	USD 6,400.00

Total

*Applied educational discount 20%

USD 6,400.00

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

**REVIEWED ONLY
NOT APPROVED AS TO FORM**

By 
Legal Services Department

Notes:

This quote is subject to our Terms of Use (lansweeper.com/terms-of-use) and provides the Specific Terms applicable to your Paid Subscription Plan. The capitalized terms used in this quote will have the meaning assigned to them in our Terms of Use.

"Quantity" refers to the number of Assets for a Paid Subscription or the number of Help Desk-Agents for a Help Desk-Agent Subscription.

Please refer to our Terms of Use for our payment conditions. Payment term is NET thirty (30) days from invoice date, except if otherwise stipulated on this quote or the subsequent invoice. Notwithstanding the foregoing, Lansweeper reserves the right to contract and bill the Product licenses provided herein through Cleverbridge Inc/AG ("Cleverbridge"), in which case Cleverbridge's payment conditions shall apply.

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 you. Purchase orders are only binding when accepted by Lansweeper. The submission of a purchase order implies the acceptance of our offer and our Terms of Use (lansweeper.com/terms-of-use). Any purchase or other conditions mentioned on your purchase order are expressly excluded and shall be null and void.

Lansweeper NV is a limited liability company existing under Belgian law, having its registered offices at Zeelsebaan 83/Z, 9200 Dendermonde, Belgium, registered under enterprise number 0538.668.417 (Register of legal entities: Gent, division Dendermonde) and with VAT number BE0538.668.417.



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

October 20, 2021

Subject: Proposed letter from Moss Adams LLP regarding the planned scope and timing of fiscal year ended June 30, 2021 audit

Recommended Action: Receive and file

Summary:

Kern County Hospital Authority contracts with Moss Adams LLP, an independent auditing firm, to undertake an annual audit of the Authority's financials. The attached letter from Moss Adams, dated September 8, 2021, communicates to your Board certain items including their responsibilities with regard to the financial statement audit and the planned scope and timing of the audit for fiscal year ended June 30, 2021, as required by accounting professional standards.

Therefore, it is recommended that your Board receive and file the letter from Moss Adams LLP.

The Board of Governors
Kern County Hospital Authority

In connection with our engagement to audit the financial statements of Kern County Hospital Authority (the “Company”) as of and for the year ended June 30, 2021, professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit. We would also appreciate the opportunity to meet with you to discuss this information further since two-way communication can provide valuable information in the audit process. It is our understanding that Andy Cantu, Chief Financial Officer, is the appropriate person within the Company’s governance structure with whom to communicate.

As stated in our engagement letter dated January 14, 2021, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards* issued by the Comptroller General of the United States, and the California Code of Regulations, Title 2, Section 1131.2, State Controller’s Minimum Audit Requirements for California Special Districts for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Company’s RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance.

We will also provide the Company with the following non-attest services:

- Assist you in drafting the financial statements and related footnotes as of and for the year ended June 30, 2021.
- Assist you in drafting the auditee section of the Data Collection Form for the year ended June 30, 2021.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or regulations that are attributable to the Company or to acts by management or employees acting on behalf of the Company. We will communicate to you at the conclusion of our audit, significant matters that we believe are relevant to your responsibilities in overseeing the financial reporting process, including any internal control related matters that are required to be communicated under professional standards.

We began our audit on approximately August 16, 2021, and expect to issue our report on approximately December 15, 2021.

During the planning of the audit, we have identified the following areas of audit emphasis:

- Information technology general controls
- Revenue recognition
- Valuation of patient accounts receivable
- Valuation of third-party settlements
- Pension obligation
- Related-party transactions
- Compliance with terms and conditions of federal awards

Your client service team includes: Stelian Damu, Engagement Partner; Kimberly Sokoloff, Engagement Reviewer; Stacy Stelzriede, Concurring Review Partner; and Kristen Olko, Engagement Senior Manager.

This information is intended solely for the information and use of the Board of Governors and management of Kern County Hospital Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Respectfully,

Moss Adams LLP

San Francisco, California
September 8, 2021



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

October 20, 2021

Subject: Proposed Retroactive Memorandum of Understanding (MOU) with Kern Behavioral Health and Recovery Services (KernBHRS)

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed MOU with KernBHRS for the provision of the following services:

- Reach and Grow Outpatient Clinics
- Physician Services
- Psychiatry Graduate Medical Education Training Program
- Crisis Services
- Correctional Services
- STAT Laboratory Services

The proposed MOU would replace the existing MOU currently in effect since July 1, 2019 (Agt. #441-2109). The proposed MOU would be effective retroactively to July 1, 2021 with a term of three (3) years, although it may be subject to annual renewal. The parties shall compensate the other party for services provided and outlined in the MOU's exhibits. Kern Medical's most significant portion of compensation stems from the acute inpatient bed day rate of \$1,880 as part of the Crisis Services. This amount is calculated based on Kern Medical costs and is one dollar less than the current \$1,881 per day rate. This day rate may be renegotiated on an annual basis. Either party may terminate the agreement in whole or in part upon 30 days' prior written notice for cause and upon 90 days' prior written notice without cause. Kern Medical and KernBHRS have partnered closely for many years providing psychiatry services to the Medi-Cal population in the community. KernBHRS's out-patient clinics also serve as the primary training site for our third and fourth year Residents and Fellows. The annual not-to exceed amount for the Agreement is not defined as both parties provide services for the other party.

The Agreement contains non-standard terms and conditions and other discrepancies that cannot be approved as to form by Counsel including but not limited to: the County of Kern not being the contracting party, the MOU has definite term, yet is subject to annual renewal, the MOU requires that Kern Medical authorize accreditation agencies to provide KernBHRS with our accreditation reviews which are confidential under the Public Records Act, the County does not indemnify Kern County Hospital Authority for the acts or omissions of Kern Medical employees employed on behalf of County and requirements that KernBHRS policy supersede the decisions of physicians will be a violation of Title 22. Efforts were made to negotiate all items that could not be approved as to form to no avail.

Although Counsel is unable to approve as to form, Kern Medical recommends that your Board approve the proposed retroactive MOU with KernBHRS, effective July 1, 2021 for a term of three (3) years, with an undefined maximum payable, and authorize the Chairman to sign.

Memorandum of Understanding Between County of Kern, as represented by Kern Behavioral Health and Recovery Services and Kern County Hospital Authority is available for viewing upon request at:

Kern Medical Administration

1700 Mt. Vernon Avenue

661-326-2102



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

October 20, 2021

Subject: Proposed Amendment No. 2 to the Engineering Services and Construction Agreement with Johnson Controls

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed Amendment No. 2 to the Engineering Services and Construction Agreement (“Agreement”) with Johnson Controls, a licensed fire alarm company, which designs and installs fire alarm devices and performs quarterly fire alarm inspections and repairs needed at the Kern Medical main campus and outpatient clinics.

On January 1, 2019, the original Agreement with Johnson Controls was executed for a term from January 1, 2019 through December 31, 2021 in an amount not to exceed \$250,000. On September 18, 2020, Amendment No. 1 was executed to increase the maximum payable by \$250,000 from \$250,000 to \$500,000.

The proposed Amendment contemplates current construction and budgeted projects that will require design and installation of additional fire alarm devices and services as follows:

- Pediatric/Postpartum, 4th Floor, C Wing, Phase II Project
- Columbus Clinic, Suite 1000, Pediatric Waiting Room Remodel
- Emergency Department Negative Pressure Rooms
- Pediatric Emergency Department
- New Main Fire Panel
- Quarterly Inspections

Therefore, it is recommended that your Board approve the proposed Amendment No. 2 to the Agreement with Johnson Controls for the design, installation and inspection of fire alarm devices, for the period of January 1, 2019 through December 31, 2024, extending the term three (3) years, effective October 20, 2021, increasing the maximum payable by \$500,000 from \$500,000 to \$1,000,000, to cover the extended term, and authorize the Chairman to sign.

**AMENDMENT NO. 2
TO
ENGINEERING SERVICES AND CONSTRUCTION AGREEMENT
(Kern County Hospital Authority–Johnson Controls)**

THIS AMENDMENT TO AGREEMENT, effective October 20, 2021, is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("KMC"), and Johnson Controls ("Consultant") with its principal place of business located at 2788 N. Larkin Avenue, Suite 101, Fresno, California 93727.

WITNESSETH:

WHEREAS, KCHA and Consultant entered into an Engineering Services and Construction Agreement dated January 1, 2019 (ESA# 10919) and Amendment No. 1 dated September 18, 2020 (ESA# 52420) ("Agreement"), for the period January 1, 2019 through December 31, 2021; and

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

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

- X **Term.** The Agreement shall be extended from December 31, 2021 to December 31, 2024, unless sooner terminated as provided for in the Agreement.
- X **Fees** payable by KCHA under the Agreement shall increase by \$500,000, from \$500,000 to \$1,000,000.
- Travel Expenses** payable by KCHA under the Agreement shall increase from by \$XX, from \$XX to \$XX.
- X **Additional Terms Applicable to Construction/Engineering Services Agreements.** See **Exhibit P**, attached hereto and incorporated herein by this reference, for revised Services.
- Other**

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

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

KERN COUNTY HOSPITAL AUTHORITY

APPROVED AS TO CONTENT:
Responsible KCHA Department

By _____
Russell Bigler, Chairman, Board of Governors

By _____
Scott Thygerson, President, Hospital & Clinic Operations

"KCHA" Date: _____

Date: _____

**JOHNSON CONTROLS FIRE
PROTECTION LP**

APPROVED AS TO FORM:
Legal Services Department

By _____
Name: _____
"Consultant"

By _____
Jamie A. Mason, Hospital Counsel

Date: October 12, 2021

Date: 10/12/21

EXHIBIT P
ADDITIONAL TERMS APPLICABLE TO CONSTRUCTION/ENGINEERING AGREEMENTS

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

I. COMPLIANCE WITH LABOR STANDARDS

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

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

II. APPRENTICESHIP PROGRAM

1. Compliance Required

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

2. Certification of Approval

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

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

3. Fund Contributions

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

4. Apprenticeship Standards

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

III. SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

1. INSURANCE

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

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

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

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

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

- 2) If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from KCHA under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from KCHA, KCHA may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Workers' Compensation Insurance and Safety Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If KCHA is compelled to pay compensation, KCHA may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse KCHA.
- 3) Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 4) All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to KCHA within ten Days of KCHA's request.

2. INDEMNIFICATION

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



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

October 20, 2021

SUBJECT: Proposed Personal/Professional Services Agreement with Vision y Compromiso for development and implementation of a Community Outreach and Education Initiative

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Personal/Professional Services Agreement with Vision y Compromiso in the amount of \$500,004 for a one-year term from October 20, 2021 to October 19, 2022.

As funding from the Public Hospital Redesign and Incentives in Medi-Cal (PRIME) transitions to the Quality Incentive Program (QIP), the target population for a number of these metrics shifts from encounter-based inclusion to inclusion-based on Medi-Cal Managed Care assignment. There are currently 45,000 lives assigned to Kern Medical providers for Primary Care, many of whom have not had encounters with our provider network. On a monthly basis, Kern Medical is provided contact information for these assigned lives; however, much of the information is inaccurate or outdated and traditional contact methods have been limited to telephonic outreach.

Vision y Compromiso will develop a Community Outreach and Education Initiative to share health information, increase health education, advance community wellness while sharing information about Kern Medical's services through door-to-door and interactive virtual and in-person engagement of community residents. These efforts will not be limited to assigned lives; however, the program will identify areas within Kern County with the greatest need and the potential to establish relationships with these lives. Through these efforts, Kern Medical will increase its ability to reach these lives, which in turn will improve performance on these metrics. The financial incentives available for meeting these metrics exceed \$20 million dollars and the associated performance targets require significant efforts to achieve.

Therefore, it is recommended that your Board approve the Personal/Professional Services Agreement with Vision y Compromiso in the amount of \$500,004 for a one-year term from October 20, 2021 to October 19, 2022, and authorize the Chairman to sign.

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

THIS SCHEDULE shall be effective on: October 20, 2021 ("Effective Date") and shall terminate no later than October 19, 2022

Kern County Hospital Authority Department: PRIME ("Responsible KCHA Department")

Located at: 1700 Mt. Vernon Avenue, Bakersfield, CA 93305.

Service Provider: Vision y Compromiso ("Consultant") Located

at: 2536 Edward Avenue, El Cerrito, California 94530

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

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

Kern County Hospital Authority ("KCHA") shall compensate Consultant for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Consultant under this Agreement, in an aggregate sum not to exceed \$500,004.00.

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

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

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

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

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

KERN COUNTY HOSPITAL AUTHORITY

APPROVED AS TO CONTENT:
Responsible KCHA Department

By _____
Russell Bigler, Chairman, Board of Governors
"KCHA"

By _____
Tyler Whitezell, Chief Operating Officer

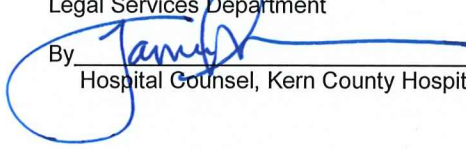
Date: _____

Date: _____

VISION Y COMPROMISO

APPROVED AS TO FORM:
Legal Services Department



By  _____
Hospital Counsel, Kern County Hospital Authority

By _____

Name: Maria Lemus, Executive Director
Title: "Consultant"

Date: 10/12/21

Date: October 11, 2021

**EXHIBIT A
SERVICES & FEE
SCHEDULE**



Exhibit A

**A Memorandum of Understanding
between
Kern County Hospital Authority
and
Visión y Compromiso**

A. Program Overview

This Memorandum of Understanding (MOU) between Kern County Hospital Authority, a local unit of government (“KCHA”) which owns and operates Kern Medical Center (“KMC”) and Visión y Compromiso is to develop a Community Outreach and Education (O&Ed) Initiative to share health information and information about KCHA’s services through door-to-door and interactive virtual and/or in-person engagement of community residents in Kern County particularly in high impact areas of Bakersfield, Lamont, Arvin, Delano, Shafter, and Wasco.

B. Estimated Results

KCHA and Visión y Compromiso anticipate that the O&Ed Initiative will reach approximately 43,200 individuals (6 promotores x 7,200 people each): approximately 10% of individuals reached (4,320) will take steps to set an appointment with a primary care provider (“PCP”).

C. Project Timeline

During October 20, 2021 – October 19, 2022, Visión y Compromiso will hire, train and support one Project Coordinator and an Outreach Team of 6 promotores in Kern County who will conduct interactive one-on-one outreach and small group presentations in Spanish that will reach the community in culturally relevant ways engaging 43,200 people in high impact areas of Bakersfield, Lamont, Arvin, Delano, Shafter, and Wasco (30 people/day x 5 days/week x 48 weeks = 7,200/promotor x 6 promotores). Days of week and times of day worked may be adjusted upon mutual agreement by both parties.

D. Scope of Work

Staffing and Training

- Visión y Compromiso will hire 1 Project Coordinator to manage and supervise the team of promotores and identify and hire a team of 6 experienced promotores @ 1.0 FTE (40 hours/week) who have the desired communication and outreach skills.
- Visión y Compromiso will conduct detailed training sessions with the team of promotores to provide relevant information about KCHA and their available services.

- Visión y Compromiso will develop a daily schedule and operations plan to conduct one-on-one outreach, deliver in-person/virtual small group presentations on health education topics, and attend quarterly community events (i.e. health fairs, school activities, job fairs, etc.).
- Promotores will share information with community members about health literacy, KCHA services, and health education topics such as how to find a primary care provider, preventive services (childhood immunizations, well baby/child checks, women's health) and screenings (breast, cervical and colorectal cancer, BMI), the role of primary care providers, and COVID-19.
- Promotores will make patient referrals, assist with scheduling appointments, provide navigation to KCHA clinics for medical services, and increase the number of individuals engaging with and establishing relationships with primary care providers.
- Promotores will refer uninsured residents to available community resources, including those available through Kern Medical Center. Promotores will also promote community health fairs and other relevant events.
- All activities will be carried out in culturally and linguistically relevant ways and in accordance with COVID-19 safety protocols.

Resources and Materials

- KCHA will support Visión y Compromiso with information about member services and provide all necessary resources and materials (i.e. flyers, pamphlets, etc.) for distribution to community members during outreach.
- Promotores will share information

Reporting

- Visión y Compromiso will provide KCHA with quarterly qualitative and quantitative reports throughout the duration of the project, and one final comprehensive report at the end of the project.
- KCHA and Visión y Compromiso will meet at least once a month or more as needed to review project progress and strategy in order to ensure progress toward target goals and determine strategy adjustments as needed.
- KCHA will provide additional materials or other information as needed.

E. Financial Obligation and Payment

KCHA agrees to compensate Visión y Compromiso with \$41,667/month for 12 months to carry out the O&Ed Initiative activities. This investment includes personnel costs as well as the cost of training, supervision, staffing, mileage reimbursement, communications, tablets for promotores' work in the field, and indirect costs (printing costs are not included).

Visión y Compromiso agrees to submit an invoice to KCHA on or before the 7th day of each month for all services rendered for the prior month, including details of the services performed. KCHA agrees to pay Visión y Compromiso for all invoices within 30 days of receipt.

Remittance Address

Visión y Compromiso
15808 Hesperian Blvd, #708

Finance Department
San Lorenzo, CA 94580-5057

Invoicing Address

Send invoices directly to:

Kern Medical Center

Attn: Accounts Payable Department

PO Box 3519

Bakersfield, CA 93385

EXHIBIT A-1

IRS FORM W-9

EXHIBIT "C" Insurance

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

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

1. Workers' Compensation and Employers Liability Insurance:

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

2. General Liability Insurance:

- (a) Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- (b) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- (c) If Consultant has no Owned automobiles, the General Liability policy shall include Non-Owned and Hired Automobile Liability in the amount of \$1,000,000 combined single limit per accident.
- (d) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
- (e) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 below for full Additional Insured wording.
- (f) The insurance provided to KCHA as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by KCHA.
- (g) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- (h) The policy shall cover inter-insured suits between KCHA and Consultant and include a "separation of insureds" or "severability" clause, which treats each insured separately.
- (i) Required Evidence of Insurance: (i) Copy of the additional insured endorsement or policy language granting additional insured status; and (ii) Certificate of Insurance.

3. Automobile Liability Insurance:

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

4. Professional Liability Insurance (Errors and Omissions):

- (a) Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession.
 - (b) Minimum Limits: \$1,000,000 per Occurrence or Claim; \$3,000,000 Annual Aggregate. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - (c) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
 - (d) Required Evidence of Coverage: Certificate of Insurance.
5. Standards for Insurance Companies: Insurers shall have an A.M. Best's rating of at least A;VII.
6. Additional Insured Wording: "**Kern County Hospital Authority, its officers, officials, employees and volunteers**" are to be named as Additional Insureds as per each section where noted above.
7. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- (a) The Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of contract work.
 - (b) Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract work*.
 - (c) If coverage is canceled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of the contract work.
8. Documentation:
- (a) The Certificate of Insurance must include the following reference: "**Agreement for Professional Services – Master Facility Plan.**"
 - (b) All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with KCHA for the entire term of this Agreement and any additional periods if specified in sections 1, 2, 3 or 4 above.
 - (c) The name and address for the Certificates of Insurance and Additional Insured endorsements is: Kern County Hospital Authority, c/o Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, California 93306.
 - (d) Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least 10 days before expiration or other termination of the existing policy.
 - (e) Consultant shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.
 - (f) Upon written request, certified copies of required insurance policies must be provided to KCHA within 30 days.
9. Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
10. Primary Coverage: For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects KCHA, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by KCHA, its officers, directors, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
11. Waiver of Subrogation: Consultant hereby grants to KCHA a waiver of any right to subrogation, which any insurer of said Consultant may acquire against KCHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not KCHA has received a waiver of subrogation endorsement from the insurer.
12. Material Breach: If Consultant fails to maintain the insurance required by this Agreement, it shall be deemed a material breach of this Agreement. KCHA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, KCHA may purchase the required insurance, and without further notice to Consultant, KCHA may deduct from sums due to Consultant any premium costs advanced by KCHA for such insurance. These remedies shall be in addition to any other remedies available to KCHA.

[Intentionally left blank]

**EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("**BAA**") is entered into by and between the Kern County Hospital Authority on behalf of Kern Medical Center ("**Covered Entity**") and Consultant ("**Business Associate**") (each a "**Party**" and collectively the "**Parties**"), effective as of date of the underlying Agreement (the "**Effective Date**").

RECITALS

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

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

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

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

AGREEMENT

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

**ARTICLE I
DEFINITIONS**

- 1.1 "**Breach**" shall have the meaning given under 45 C.F.R. § 164.402.
- 1.2 "**Breach Notification Rule**" shall mean the Breach Notification for Unsecured Protected Health Information interim final rule at 45 C.F.R. Parts 160 and 164, Subpart D, as may be amended from time to time.
- 1.3 "**Designated Record Set**" shall have the meaning given such term under 45 C.F.R. § 164.501.
- 1.4 "**Disclose**" and "**Disclosure**" mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.
- 1.5 "**Electronic PHI**" or "**e-PHI**" means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.
- 1.6 "**Protected Health Information**" and "**PHI**" mean any information created, received or maintained by Business Associate on behalf of Covered Entity, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) shall have the meaning given to such term under the Privacy Rule at 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.
- 1.7 "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended from time to time.
- 1.8 "**Security Rule**" shall mean the Security Standards at 45 C.F.R. Parts 160 and 164, Subparts A and C, as may be amended from time to time.

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

1.10 "SubContractor" shall have the meaning given to such term under 45 C.F.R. § 160.103.

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

1.12 "Use" or "Uses" mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate's internal operations, as set forth in 45 C.F.R. § 160.103.

1.13 "Workforce" shall have the meaning given to such term under 45 C.F.R. § 160.103

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

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

2.3 Reporting Non-Permitted Use or Disclosure.

2.3.1 Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or SubContractors that is not specifically permitted by this BAA no later than twenty-four (24) hours after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such ineffective Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI and shall provide a summary of its investigation and risk assessment to Covered Entity. Business Associate shall document and retain records of its investigation of any suspected Breach, including its reports to Covered Entity under this Section 2.3.1. Business Associate shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such Security Incident or non-permitted disclosure. If Business Associate or Covered Entity, in its review of this initial report, determines that such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.3.2 below.

2.3.2 Breach of Unsecured PHI. If Business Associate or Covered Entity determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than five (5) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HIPAA Rules with respect to such Breach. Covered Entity shall have

sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Business Associate shall reimburse Covered Entity for its reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

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

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

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

2.6 Access to Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall make the PHI it maintains (or which is maintained by its SubContractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an Individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within five (5) days of receipt of a request for access to PHI from an Individual.

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

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

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

2.10 Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity promptly available for inspection and copying to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the HIPAA Rules. In addition, Business Associate agrees that Covered Entity shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the HIPAA Rules and shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI provided, created, received, maintained or transmitted by Business Associate on behalf of Covered Entity for such purpose.

2.11 Minimum Necessary. Business Associate (and its SubContractors) shall, to the extent practicable, limit its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

2.12 Acknowledgement. Business Associate acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA, the HITECH Act, and the HIPAA Rules. Business Associate shall comply with all applicable state privacy and security laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity's Obligations.

3.1.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

3.1.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

3.1.3 In the event Covered Entity agrees with an Individual to any restrictions on Use or Disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or if Covered Entity determines that it is obligated to accommodate a reasonable request of an Individual to receive communications of PHI pursuant to 45 C.F.R. § 164.522(b), Covered Entity promptly shall notify Business Associate of the same, as well as any revocation or modification of the same, and Business Associate thereupon shall observe such restriction or accommodation (or revocation or modification, if any, thereof) to the extent applicable to its Use or Disclosure of PHI hereunder, notwithstanding any other provision hereof, except as otherwise required by law.

3.1.4 Covered Entity agrees to obtain any consent or authorization that may be required under HIPAA or any other applicable law and/or regulation prior to furnishing Business Associate with PHI.

3.1.5 Covered Entity shall not request Business Associate to make any Use or Disclosure of PHI that would not be permitted under HIPAA if made by Covered Entity. Covered Entity agrees to fulfill its obligations under this BAA in a timely manner.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Section 4.1, the term of this BAA shall be the term of any Underlying Agreement.

4.2 Termination of Underlying Agreement.

4.2.1 A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Underlying Agreement and shall provide grounds for immediate termination of the Underlying Agreement, any provision in the Underlying Agreement to the contrary notwithstanding.

4.2.2 Covered Entity may terminate the Underlying Agreement, effective immediately, if: (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

4.3 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

4.3.1 Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may terminate this BAA and any Underlying Agreement upon thirty (30) calendar days written notice to Business Associate; or

4.3.2 Upon thirty (30) calendar day written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured.

4.4 Disposition of Protected Health Information Upon Termination or Expiration.

4.4.1 Upon termination or expiration of this BAA, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no

copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe.

4.4.2 If return or destruction is not feasible, Business Associate shall: (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Sections 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE V MISCELLANEOUS

5.1 Regulatory References. A reference in this BAA to a section or other part of HIPAA, the HIPAA Rules, or the HITECH Act means, as of any point in time, the section or part as it may be amended or in effect at such time.

5.2 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Rules, or the HITECH Act.

5.3 Relationship to Underlying Agreement Provisions. In the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement.

5.4 Headings. The headings of the paragraphs and sections of this BAA are inserted solely for convenience of reference and are not a part or intended to govern, limit or aid in the construction of any term or provision hereof.

5.5 Equitable Relief. Business Associate understands and acknowledges that any Disclosure or misappropriation of any PHI in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further Disclosure or Breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

5.6 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security or privacy obligations of Business Associate, its officers, employees, agents and SubContractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.7 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any SubContractors or members of its Workforce assisting Business Associate in the performance of its obligations under this BAA available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claim of violation of the HIPAA or other applicable laws relating to privacy or security.

5.8 Indemnification. Notwithstanding anything to the contrary which may be contained in any Underlying Agreement, including but not limited to any limitations on liability contained therein, Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its respective officers, directors, managers, members, employees and agents from and against any and all losses, damages, fines, penalties, claims or causes of action and associated expenses (including, without limitation, costs of judgments, settlements, court costs and attorney's fees) resulting from Business Associate's (including its employees, directors, officers, agents, or other members of its Workforce, and its SubContractors) breach of PHI or violation of the terms of this BAA, including but not limited to failure of Business Associate to perform its obligations under this BAA, or to comply with HIPAA or applicable state privacy or security law.

5.9 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.10 Notice of Request or Subpoena for Data. Business Associate agrees to notify Covered Entity promptly, but no later than five (5) business days after Business Associate's receipt of any request or subpoena for PHI or an accounting thereof. Business Associate shall promptly comply with Covered Entity's instructions for responding to any such request or subpoena, unless such Covered Entity instructions would prejudice Business Associate. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to reasonably cooperate with Covered Entity in such challenge. The provisions of this Section shall survive the termination of this BAA.

5.11 Requests from Secretary. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any inquiry by the Secretary concerning any actual or alleged violation of the Privacy Rule or the Security Rule.

5.12 Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this BAA, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

Covered Entity's Notice Address:

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

Business Associate's Notice Address:

Vision y Compromiso
15808 Hesperian Boulevard, Suite 708
San Lorenzo, California 94580

5.13 Relationship of Parties. Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent Consultant and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

5.14 Survival. To the extent that Business Associate retains PHI, the respective rights and obligations of the Parties set forth in Sections 2.3, 4.4, 5.8, and 5.10 of this BAA shall survive the termination, expiration, cancellation, or other conclusion of the BAA or any Underlying Agreement.

5.15 Interpretation. Any ambiguity in this BAA shall be interpreted to permit the Parties to comply with HIPAA, the HITECH Act, and the HIPAA Rules.

5.16 Governing Law; Applicable Law and Venue. This BAA shall be construed in accordance with the laws of the State of California applicable to agreements made and to be performed in such state. Any dispute between the Parties shall be brought before the Superior Court of Kern County, California, which shall have jurisdiction over all such claims.

5.17 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other term or condition hereof.

5.18 Assignment and Delegation. Neither this BAA nor any of the rights or duties under this BAA may be assigned or delegated by either Party hereto.

5.19 Disclaimer. Neither Party represents or warrants that compliance by the other Party with this BAA, HIPAA, the HIPAA Rules, or the HITECH Act will be adequate or satisfactory for the other Party's own purposes. Each Party is solely responsible for its own decisions regarding the safeguarding of PHI.

5.20 Certification. To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or Consultants may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures, and records, as may be necessary for such agents or Consultants to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HIPAA Rules, the HITECH Act, or this BAA.

5.21 Counterparts. This BAA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on both Parties hereto.

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

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

RECITALS

A. KCHA is authorized, pursuant to Section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and

B. The KCHA Department identified on the Schedule as the Responsible KCHA Department requires those services which are specified in **Exhibit A**.

C. KCHA desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.

D. The Chief Executive Officer ("CEO") has been authorized by the Board of Governors to contract for personal/professional services in an amount not to exceed \$250,000 per year of a three (3) year agreement.

AGREEMENT

1. Services to be Rendered. Consultant shall provide the services and products described in **Exhibit A ("Services")**.

2. Compensation to Consultant. KCHA shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to KCHA.

3. Reimbursement Policy and Billing Requirements. All invoices for payment shall be submitted in a form approved by KCHA based upon the payment schedule selected on Schedule, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all reimbursable expenses incurred, including travel if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible KCHA Department. Consultant shall also provide an informational copy to the CEO. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible KCHA Department.

4. Term. This term of this Agreement ("**Term**") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.

5. Assignment. Consultant shall not assign, transfer or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the CEO.

6. Audit, Inspection and Retention of Records. Consultant shall maintain and make available to KCHA accurate books and records relative to the Services under this Agreement. Consultant shall permit KCHA to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as KCHA.

7. Authority to Bind KCHA. It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind KCHA to any agreements or undertakings.

8. Indemnification.

a. General. Consultant shall defend, indemnify, and hold harmless KCHA and KCHA's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("**KCHA Indemnified Parties**") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs (including attorneys' fees of in-

house and outside counsel, expert fees, costs of staff time, and investigation costs) ("**Claims**") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("**Consultant Representatives**"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of KCHA; and any workers' compensation Claim arising from or relating to any Services.

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

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

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

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

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

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

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

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

- a. **Expertise and Staff.** Consultant has the expertise, support staff and facilities necessary to provide the Services; and
- b. **No Adverse Interests.** Consultant does not have any actual or potential interests adverse to KCHA, nor does Consultant represent a person or firm with an interest adverse to KCHA relating to the subject of this Agreement; and
- c. **Timeliness.** Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

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

12. **Rights to Contracted Products.**

a. **Belong to KCHA.** For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of KCHA and may be used by KCHA in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant,

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

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

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

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

13. **Termination.** The CEO may at his or her election, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the CEO, Consultant shall submit to the Responsible KCHA Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 13**, KCHA shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.

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

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

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

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

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

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

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

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

21. **Health Insurance Portability and Accountability Act-HITECH.** Consultant agrees to (i) implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information" or "PHI", including electronic PHI) as required by HIPAA; (ii) use and disclose only the minimum necessary PHI; (iii) use and disclose PHI only as permitted under HIPAA for legal, management and administrative purposes in connection with treatment, payment and healthcare operations or as required by law; (iv) require third parties to whom it may disclose PHI to agree in writing to similar restrictions and to comply with HIPAA; (v) track disclosures of PHI as required under HIPAA, to include the nature of the information disclosed, the date of the disclosure, to whom the information was disclosed, address of the recipient, if known, and the purpose of the disclosure and provide KCHA with an accounting of such disclosures promptly upon request; (vi) promptly notify KCHA of disclosures of PHI in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of PHI; (vii) promptly make PHI available to KCHA and patients upon request; and (viii) permit patients to request amendment to or correction of PHI, amend and/or correct PHI as appropriate when so requested, notify KCHA of requests for correction and amendments to PHI by patients and incorporate into PHI amendments and/or corrections made to PHI by KCHA as directed by KCHA. Consultant acknowledges that PHI received from KCHA shall remain KCHA's property and that within ten (10) business days of KCHA's request or upon termination of this Agreement, said PHI shall be returned to KCHA or be destroyed, if KCHA so directs. If such return or destruction is infeasible, Consultant shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such PHI. Consultant is a business associate, the agreement of which is incorporated herein as Exhibit D.

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

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

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

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

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

27. **Notices.** All notices under this Agreement shall be provided to the KCHA CEO at the address indicated in the opening section of this Agreement and to the Consultant and Responsible KCHA Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above.

Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the CEO.

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

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

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

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

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

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

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

35. Sole Agreement. This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations and covenants contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

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

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

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

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

40. Exhibits. The below exhibits attached to this Agreement are incorporated into this Agreement by reference.
Exhibit A: Services & Fee Schedule
Exhibit A-1: IRS Form W-9
Exhibit B: Intentionally Omitted
Exhibit C: Insurance
Exhibit D: Business Associate Agreement
Exhibit E: Intentionally Omitted



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

October 20, 2021

SUBJECT: Proposed Letter of Understanding with TIAA-CREF Individual & Institutional Services, LLC to implement plan changes for the Kern County Hospital Authority Defined Contribution Plan for Physician Employees

Requested Action: Approve; Authorize Chairman to Sign

Summary:

On March 2, 2021, the Pension Committee of the Kern County Hospital Authority Defined Contribution Plan for Physician Employees approved the following items:

- Transition from offering Collateralized Loans to offering Retirement Plan Loans consistent with TIAA-CREF's available offerings
- Add TIAA Stable Value as a liquid interest-bearing investment option
- Replace TIAA Access Lifecycle funds with TIAA-CREF Lifecycle funds

The Plan Document provides for certain rights and duties of the Pension Committee, including making changes in the participant-directed investment options. As these items are included in this Letter of Understanding, the changes above are provided as a notification.

On April 7, 2021, the Pension Committee met to discuss certain items related to the plan. During that meeting, the committee approved the following items:

- Implementation of a Revenue Credit Account capping certain fees at 10 basis points, subject to approval by legal counsel

The Revenue Credit Account holds excess revenue that may be generated by the Plan through plan service expense fees and can be used to pay reasonable and necessary plan expenses. The creation of this account does not increase fees or add any additional burden to the plan assets or plan participants and amounts remaining after plan expenses have been paid will be redistributed to plan participants as "plan servicing credits". This Letter of Understanding allows TIAA-CREF to assign a project manager to implement these changes, at which time further agreements requiring execution will be provided.

Therefore, it is recommended that your Board approve the Letter of Understanding and authorize the Chairman to sign.



Pat Long
Relationship Manager
Client Relationships

Direct: 859-224-6911
plong@tiaa.org

October 1, 2021

Kern County Hospital Authority
Tyler Whitezell
1700 Mt. Vernon Avenue
Bakersfield, CA 93306

Dear Tyler:

TIAA appreciates the opportunity to continue working with the Kern County Hospital Authority. We are excited to have the opportunity to be of service to you and are greatly looking forward to partnering with you as we work to provide your employees with the best possible outcomes for future retirement success.

A summary of your requested changes has been provided below. By signing this Letter of Understanding, Kern County Hospital Authority is directing TIAA to implement the following changes listed below as soon as administratively possible:

Requested Plan Changes

- Pricing Terms + RCA
- Retirement Plan Loans
- TIAA Stable Value
- Investment Change

Impacted Plan Numbers

- 346856 - Kern County Hospital Authority Defined Contribution Plan for Physician Employees

Pricing Terms + RCA Details

- Effective date of new expense arrangement: 12/1/2021
- Contract duration of new expense arrangement: 5 Years (Standard)
- The new expense arrangement will be calculated as: Percentage of Assets
- The new expense arrangement amount: 10 bps
- The new expense arrangement reconciliation will be calculated: Update to 'Quarterly'
- Is a Revenue Credit Account being set up: Yes
- The fund associated with the RCA: TIAA Traditional

Retirement Plan Loans Details

- Type of Retirement Plan Loan (RPL) change: Transitioning from Collateralized Loans to RPL
- Are RPLs set up to mirror previous Collateralized Loans settings: Yes
- Are Loans allowed to terminated employees: No
- RPL processing fees: Standard fees apply

TIAA Stable Value Details

- TIAA Stable Value Admin Expense: 0.1

Investment Change Details

- Party responsible for communicating Investment Changes to Participants: TIAA
- Type of change: Investment Menu Change
- Will the default investment be an individual fund or a lifecycle suite: Lifecycle Suite
- New Default Investment (Lifecycle Suite): Premier Class

New Investment Options

- TSVX# - TIAA Stable Value
- TCTPX - TIAA-CREF Lifecycle 2010 Fund Premier Class
- TCFPX - TIAA-CREF Lifecycle 2015 Fund Premier Class
- TCWPX - TIAA-CREF Lifecycle 2020 Fund Premier Class
- TCQPX - TIAA-CREF Lifecycle 2025 Fund Premier Class
- TCHPX - TIAA-CREF Lifecycle 2030 Fund Premier Class
- TCYPX - TIAA-CREF Lifecycle 2035 Fund Premier Class
- TCZPX - TIAA-CREF Lifecycle 2040 Fund Premier Class
- TTFPX - TIAA-CREF Lifecycle 2045 Fund Premier Class
- TCLPX - TIAA-CREF Lifecycle 2050 Fund Premier Class
- TTRPX - TIAA-CREF Lifecycle 2055 Fund Premier Class
- TLXPX - TIAA-CREF Lifecycle 2060 Fund Premier Class
- TSFPX - TIAA-CREF Lifecycle 2065 Fund Premier Class
- TPILX - TIAA-CREF Lifecycle Retirement Income Fund Premier Class

Future State Investment Menu

- Please contact your TIAA representative for details

Overall Implementation Timeline:

Upon receipt of the signed Letter of Understanding, the Transition Team will review the request and assign resources and a target date for completion based on the complexity or customization required. Please note that any changes to the scope of the implementation will require a new signature and will impact any proposed timeline.

Action to be taken:

Please review any attached appendices and sign and return this Letter of Understanding in its entirety to your Relationship Manager. Please ensure that the signer of the document has been designated as an authorized signer for Kern County Hospital Authority.

TIAA Letter of Understanding – Signature Page

Plan Sponsor Acknowledgment

By returning this form to TIAA, the plan sponsor agrees that:

- (1) The undersigned individual has reviewed the Letter of Understanding and approves it.

(2) The undersigned individual represents that he/she has the authority to sign this authorization and direction on behalf of the plan sponsor.

Signature: _____

Date: _____

Name: _____

Title: _____



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

October 20, 2021

SUBJECT: Proposed retroactive Purchase Agreement with GE Healthcare for purchase of a Revolution EVO Gen 3 CT Machine

Requested Action: Approve; Authorize Chief Executive Officer to sign

Summary:

Kern Medical requests your Board retroactively approve the purchase of a Revolution EVO Gen 3 CT Machine ("CT Machine") in the amount of \$531,343.91, excluding any applicable tax, shipping, or incidental costs, for use in the Q Street Imaging Center. Kern Medical applied for and received a grant in the amount of \$2,574,457 from Kern Health Systems to expand the availability of imaging services to all patients, including Kern Health Systems members. The duration of the grant is one year, beginning July 1, 2021 and expiring on June 30, 2022 with the requirement that funds be expended and the project completed by that date. In the grant proposal, Kern Medical detailed a plan to use existing space at the Q Street Clinic to establish an outpatient imaging center offering CT, Mammography, Ultrasound and Bone Densitometry. The purchase of this equipment will increase Kern Medical's capacity for CT imaging, resulting in more timely access to care and improvements in overall patient experience.

Due to supply chain demands, the purchase of the CT Machine required expedience in order to be received in time to satisfy the grant requirements. It was determined that Kern Medical would receive the equipment in May 2022 if the Purchase Agreement was executed by September 30, 2021.

Therefore, it is recommended that your Board retroactively approve the Purchase Agreement with GE Healthcare for the purchase of a Revolution EVO Gen 3 CT Machine in the amount of \$531,343.91, excluding any applicable tax, shipping, or incidental costs, and authorize the Chief Executive Officer to sign.



GE Healthcare

September 17, 2021
Quote Number: 2008414165.5
Customer ID: 1-23R4ES
Agreement Expiration Date: 12/16/2021

Kern Medical
1700 Mount Vernon Ave
Bakersfield, CA 93306-4018

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	HealthTrust Diagnostic Imaging
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	NET 30
Total Quote Net Selling Price	\$531,343.91
Sales and Use Tax Exemption	No Certificate on File

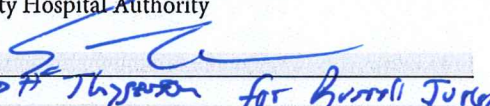
IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

- Cash
- GE HFS Loan GE HFS Lease
- Other Financing Loan Other Financing Lease Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Kern County Hospital Authority

Signature: 

Print Name: Russell V. Judd

Title: Chief Executive Officer

Date: 9/29/2021

Purchase Order Number, if applicable _____

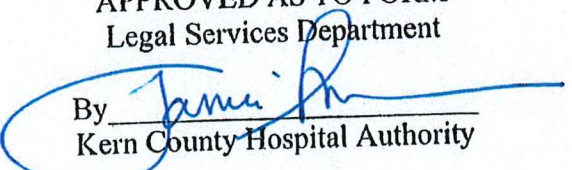
GE Precision Healthcare LLC, a GE Healthcare business

Signature: Kelly Sing

Title: Account Manager - VASO Mfr Rep

Date: September 17, 2021

APPROVED AS TO FORM
Legal Services Department

By 
Kern County Hospital Authority



To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Kelly Sing
Email kelly.sing@ge.com
Phone:
Fax:

Name: Mo Youssef
Email: mo.youssef@ge.com
Phone: +1 714 308 5041
Fax:

Payment Instructions

Please remit payment for invoices associated with this quotation to:

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

Kern Medical

Addresses:

Bill To: KERN COUNTY HOSPITAL
AUTHORITY

Ship To: KERN COUNTY HOSPITAL
AUTHORITY

KERN COUNTY HOSPITAL AUTHORITY, ACCOUNTS PAYABLE
PO BOX 3519 BAKERSFIELD, CA, 93306-4018

1700 MOUNT VERNON AVE BAKERSFIELD, CA, 93306-4018

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
The correct Quote number and Version number above
The correct Remit To information as indicated in "Payment Instructions" above
Your correct SHIP TO and BILL TO site name and address
The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # _____, (ii) Per the terms of GPO #66705; (iii) Per the terms of MPA# _____; or (iv) Per the terms of SAA # _____.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



Catalog Item Details

Line	Qty.	Catalog		
1.	1.00	S7880BK	Revolution EVO Gen 3	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$1,035,000.00	56.90%	\$446,085.00

Revolution EVO is the next generation volume CT with a compact design and advanced technologies enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering improved image quality across the entire body. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery.

Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently.

Clarity Imaging Chain

The Clarity imaging chain is a new data acquisition system that is integrated with the photo diode and provides the following benefits:

- Cable free between ASIC and Diode, and has a capability to reduce electric noise
- Up to 90% less heat compared with previous GE technology
- Improved signal to noise up to 44% compared with previous GE technology
- Optimized collimator to reduce scatter dose, noise and artifacts
- Performix40 Plus X-ray tube provides less focus movement

ASiR-V

ASiR-V is the newest technology in GE's family of industry-leading iterative reconstruction techniques. ASiR-V allows healthcare providers to lower dose by up 82% as compared to standard filtered back-projection (FBP) reconstruction at the same image quality.

ASiR-V may provide with the following:

- ASiR-V reduces dose by up to 82% relative to FBP at the same image quality
- ASiR-V improves low contrast detectability by 59% to 135% at the same dose
- ASiR-V reduces image noise up to 91% at the same dose
- ASiR-V improves spatial resolution up to 2X (107%) at same image noise
- ASiR-V image reconstruction has the capability to reduce low signal artifact such as streak artifact compared to FBP image quality as defined by low contrast detectability

In clinical practice, the use of ASiR-V may reduce CT patient dose depending on the clinical task, patient size, anatomical location, and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. Low Contrast Detectability (LCD), Image Noise, Spatial Resolution and Artifact were assessed using reference factory protocols comparing ASiR-V and FBP. The LCD measured in 0.625 mm slices and tested for both head and body modes using the MITA CT IQ Phantom (CCT183, The Phantom Laboratory), using model observer method.

SmartMAR

SmartMAR (Metal Artifact Reduction) software helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants.

The clarity of SmartMAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs.

MAR offers:

Exceptional image quality.

SmartMAR is based on the latest in GE Healthcare smart technology, which uses a novel three-step, sinogram-based iterative algorithm.

Streamlined workflow.

SmartMAR requires only one scan, making the process of obtaining a corrected image fast and efficient.

Dose conscious.

SmartMAR requires only one acquisition.



Patient comfort.

The efficient, single-scan process helps to reduce patient time inside the scanner.

Versatility.

SmartMAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and other metal objects.

Smart Dose

Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Smart Dose includes dose management tools such as:

- Organ Dose Modulation (ODM): ODM provides a reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes
- Compliant with the NEMA XR 25, and XR 29 standards
- Adult and Pediatric reference protocols
- Dose Check - Patient pre-scanning monitoring and alerts. Receive notifications and alerts if your predetermined dose levels will be exceeded. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA)
- Dose Reporting: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam
- DICOM Structured Dose Report generates a CT Dose Report, which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system
- 3D mA Modulation utilizing SmartmA and AutomA: 3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small
- Dynamic Z-axis tracking: Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation

Smart Flow

Designed to help you improve productivity and patient experience by streamlining your workflow and access to information. Smart Flow technologies includes:

- Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE technology
- Xtream multi-purpose touch display that provides basic patient information, exam information, instructional videos and distraction videos
- Default patient positioning
- One stop scanning mode
- Image Check: Real-time reconstruction, up to 55 images are reconstructed and available per second
- 10 PMR's: Prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.
- Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location
- Exam Split
- Volume Viewer on console

Dual Energy: Acquire back to back axial or helical scans of the same anatomy at two different X-ray energies (kVp's). The acquired dual energy data can be post-processed on the console or AW workstation using the Add/Sub function to gain additional clinical information.

IQ Enhance pitch booster - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec.

System Components:

- Advanced slip ring design
- Aperture: 70 cm
- Maximum SFOV: 50 cm
- Tilt: +/- 30 degrees
- Multi-purpose LCD touch screen display with workflow features
- Integrated start scan button with countdown timer



- Performix40 Plus liquid metal bearing tube
- Heat storage capacity: 7.0 MHU
- Dual Focal Spots:
 - Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)
 - Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)
- 72 kW
- kV: 80, 100, 120, 140
- mA: 10 to 560 mA, 5 mA increments
- Full 360° rotational scans: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second (Optional 0.35 second routine)

Clarity HiLight Detector

- 128 slice system with overlap reconstruction
- 40 mm of coverage @ 0.625 mm slices
- 98% absorption efficiency
- Clarity DAS (Data Acquisition System)

Revolution EVO computer system

- Two 100GB Disk (system, image, scan disks) stores up to 460,000 512x512 images and 3520 scan rotations at 64 slice mode or up to 1,500 scan data files, or up to 300 exams
- Reconstruction speed with Standard reconstruction: Up to 55 frames per second with Image Check and Up to 35 frames per second in full 512 matrix

Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes.

General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health

Line	Qty.	Catalog		
2.	1.00	B7880AB	VT1700 Table	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$0.00	0.00%	\$0.00

The VT1700V patient table has the following features:

- Maximum table load: 500 lbs
- Horizontal speed: 1 – 175 mm/s
- Scannable range: 1,730 mm
- Scout scannable range: 1,600 mm
- Vertical range: 430 – 990 mm
- Elevation speed: 12.5 – 25.5 mm/s

Line	Qty.	Catalog		
3.	1.00	B7660MR	CT Standard cable set	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$0.00	0.00%	\$0.00

System standard cable set

Line	Qty.	Catalog		
4.	1.00	B7590EN	English Keyboard Kit	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$0.00	0.00%	\$0.00

English Keyboard Kit

Line	Qty.	Catalog		
5.	1.00	B7864AC	VolumeShuttle for CT systems	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$60,000.00	56.90%	\$25,860.00

VolumeShuttle innovatively provides the 80-mm of coverage necessary for accurate dynamic neuro angiographic and perfusion studies



with a single contrast injection. GE's exclusive real-time scan control, system architecture, and fast, smooth table acceleration and deceleration enable the patient to be effortlessly shuttled back and forth between two adjacent axial locations, with minimal inter-scan delay.

The GE CT Scanner system uniquely designed to make it all possible - as a result of these key scanner attributes:

- The 40-mm high resolution V-Res detector with micro voxel technology.
- Real-time system controls to precisely control table movement and X-ray control.

VolumeShuttle provides the wider coverage margin needed to allow for patient variability in the Circle of Willis (80mm) and from the basal ganglia to lateral ventricles (60mm) - all with the existing 40-mm-wide detector and without the multiple contrast injections necessary with today's standard CT systems.

Line	Qty.	Catalog		
6.	1.00	B7868WL	SmartStep Software	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$15,000.00	56.90%	\$6,465.00

SmartStep is an interventional mode providing step-and-shoot imaging with in-room viewing and manual X-ray control. The three interventional viewports automatically update each time an exposure is made with the foot pedal.

Line	Qty.	Catalog		
7.	1.00	B7660B	Chair	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$300.00	56.90%	\$129.30

Chair for CT scanner

Line	Qty.	Catalog		
8.	1.00	B76952RE	CT Interventional H/W Kit	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$30,000.00	56.90%	\$12,930.00

The CT intervention kit provides the hardware required for CT interventional procedures. This kit includes the in-room Monitor with suspension arm, Hand Held Controller, X-ray Exposure Foot Pedal and Cradle Handle required for in-room acquisition control and image review. The hand held controller provides the operator with the ability to prepare and perform interventional CT procedures, to turn alignment lights on and off, to move the cradle, review images and adjust the window width/level; and turn x-ray on via the foot switch.

Requires either SmartStep or SmartView to perform CT interventional procedures

Line	Qty.	Catalog		
9.	1.00	R4390JC	SEISMIC DOCUMENTATION	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$4,000.00	0.00%	\$4,000.00

CT Seismic Anchorage (All)

Line	Qty.	Catalog		
10.	1.00	B7660MY	CT Seismic Kit	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$800.00	56.90%	\$344.80

Seismic kit for Gantry, Table and Console

Line	Qty.	Catalog		
11.	1.00	B77292CA	CT Service Cabinet	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>
		\$0.00	50.30%	\$642.62

Service cabinet for system accessories storage

Line	Qty.	Catalog		
12.	1.00	E8016AZ	CT Table Slicker with Cushion - 1700 Systems (2-pc Set)	
		<u>List Price</u>	<u>Discount</u>	<u>Net Price</u>



\$420.00 21.00% \$331.80

FEATURES/BENEFITS

- Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
- Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
- Increase system uptime by protecting table from spills and particulate contaminants
- Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas

COMPATIBILITY

- VCT with GT 1700 Table, CT HD750

Line	Qty.	Catalog		
13.	1.00	E8016BA	CT Footswitch Slicker - 2000 & 1700 Systems	
<u>List Price</u>			<u>Discount</u>	<u>Net Price</u>
\$50.00			21.00%	\$39.50

The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro.

Line	Qty.	Catalog		
14.	1.00	E4502BB	CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A	
<u>List Price</u>			<u>Discount</u>	<u>Net Price</u>
\$6,479.00			21.00%	\$5,118.41

Main Disconnect Panel (MDP) UL 90A 400/480V 50/60Hz 3 phases for CT, PET and PETCT

The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface/semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

Benefits

- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features

- Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
- UL, cUL listed, and CE labeled
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
- Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Factory wired and tested
- All devices are selected for high reliability and long life
- Panel disconnect provides OSHA lockout / tag out provisions

Remote EPO



- This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button.
- Seismic Specifications

- This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10.
- The seismic performance characteristics are as follows: $SDS(g) \leq 2.56$; $z/h \leq 1.0$; $I_p \leq 1.5$

Physical Characteristics

- Dimensions: Height x Width x Depth: 24 x 16 x 7 inches (610 x 407 x 178 mm)
 - Handle depth: 2.75 inches (70 mm)
 - Weight: 46 pounds (21 kg)
- Components supplied with each panel

- The Main Disconnect and UPS Control Panel
- An Installation, Operations & Service Manual
- (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
- Drawings and Electrical Schematics NOTES:
- Customer is responsible for arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog		
15.	1.00	E4502KZ	Liebert GXT4 10kVA 208Y/120V 2-phase CT partial UPS	
			<u>List Price</u>	<u>Discount</u>
			\$20,286.00	21.00%
				<u>Net Price</u>
				\$16,025.94

Line	Qty.	Catalog		
16.	1.00	W0303CT	TIP CT Scanner 3 Training Program	
			<u>List Price</u>	<u>Discount</u>
			\$34,286.00	61.00%
				<u>Net Price</u>
				\$13,371.54

This training program is designed for customers purchasing a GEHC CT system to include EVO-ES or Discovery RT. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TIP Virtual Assist, the GEHC Answerline and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:

- Onsite training (generally 5 days)
- Virtual Inclusions may include:
 - Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
 - Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
 - Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
 - On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 10 days. This training program has a term of twelve (12) months commencing on Acceptance, where all onsite training must be scheduled and completed within twelve (12) months of Acceptance and all Virtual Inclusions also expire at the end of such twelve (12) month period. Additional onsite days may be available for purchase separately.

All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog		
17.	1.00	R23053AC	Standard Service License	
			<u>List Price</u>	<u>Discount</u>
			\$0.00	0.00%
				<u>Net Price</u>
				\$0.00

GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic



GE Healthcare

September 17, 2021
Quote Number: **2008414165.5**
Customer ID: **1-23R4ES**
Agreement Expiration Date: **12/16/2021**

level service on the Equipment and is included at no charge for the warranty period.

<i>Total Quote List Price:</i>	<i>\$1,206,621.00</i>
<i>Total Quote Discount:</i>	<i>55.96%</i>
<i>Total Quote Subtotal:</i>	<i>\$531,343.91</i>

<i>Total Quote Net Selling Price:</i>	<i>\$531,343.91</i>
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If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



September 17, 2021
Quote Number: 2008414165.5
Customer ID: 1-23R4ES
Agreement Expiration Date: 12/16/2021

GPO Agreement Reference Information

Customer:	Kern Medical
Contract Number:	HealthTrust Diagnostic Imaging
Billing Terms:	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms:	NET 30
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and HealthTrust Diagnostic Imaging

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



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

October 20, 2021

SUBJECT: Proposed Purchase Agreement with GE Healthcare for purchase of a Senographe Pristina Mammography System

Requested Action: Approve; Authorize Chairman to Sign

Summary:

Kern Medical is requesting that your Board approve the purchase of a Senographe Pristina Mammography System (“Mammogram System”) in the amount of \$403,342.51, excluding any applicable tax, shipping, or incidental costs, for use in the Q Street Imaging Center. Kern Medical applied for and received a grant in the amount of \$2,574,457 from Kern Health Systems to expand the availability of imaging services to all patients, including Kern Health Systems members. The duration of the grant is one year, beginning July 1, 2021 and expiring on June 30, 2022 with the requirement that funds be expended and the project completed by that date. In the grant proposal, Kern Medical detailed a plan to use existing space at the Q Street Clinic to establish an outpatient imaging center offering CT, Mammography, Ultrasound and Bone Densitometry.

The Mammography System will increase Kern Medical’s capacity for mammography appointments, resulting in more timely access to care and improvements in overall patient experience.

Therefore, it is recommended that your Board approve the proposed Purchase Agreement with GE Healthcare for the purchase of a Senographe Pristina Mammography System in the amount of \$403,342.51, excluding any applicable tax, shipping, or incidental costs, and authorize the Chairman to sign.



September 2, 2021
 Quote Number: 2005833032.10
 Customer ID: 1-23R4ES
 Agreement Expiration Date: 9/24/2021

Kern County Hospital Authority (KCHA)
 1700 Mount Vernon Ave
 Bakersfield, CA 93306-4018

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business (“GE Healthcare”), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein (“Quotation”). “Agreement” is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare (“Quotation Acceptance”). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare’s prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	HealthTrust Diagnostic Imaging
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	NET 30
Total Quote Net Selling Price	\$403,342.51
Sales and Use Tax Exemption	No Certificate on File

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

- Cash
- GE HFS Loan GE HFS Lease
- Other Financing Loan Other Financing Lease Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Kern County Hospital Authority

Signature: _____

Print Name: Russell Bigler

Title: Chairman, KCHA Board of Governors

Date: _____

 Purchase Order Number, if applicable

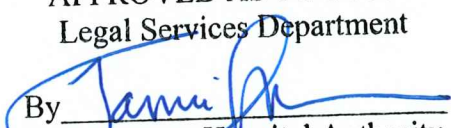
GE Precision Healthcare LLC, a GE Healthcare business

Signature: Kelly Sing

Title: Account Manager - VASO Mfr Rep

Date: September 2, 2021

APPROVED AS TO FORM
 Legal Services Department

By 
 Kern County Hospital Authority



To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Kelly Sing
Email kelly.sing@ge.com
Phone:
Fax:

Payment Instructions

Please remit payment for invoices associated with this quotation to:

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

Kern Medical

Addresses:

Bill To: KERN COUNTY HOSPITAL
AUTHORITY

KERN COUNTY HOSPITAL AUTHORITY, ACCOUNTS PAYABLE
PO BOX 3519 BAKERSFIELD, CA, 93306-4018

Ship To: KERN COUNTY HOSPITAL
AUTHORITY

1700 MOUNT VERNON AVE BAKERSFIELD, CA, 93306-4018

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
 - The correct Quote number and Version number above
 - The correct Remit To information as indicated in **“Payment Instructions”** above
 - Your correct SHIP TO and BILL TO site name and address
 - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i)Per the terms of Quotation # _____, (ii) Per the terms of GPO #66705 ; (iii) Per the terms of MPA# _____; or (iv) Per the terms of SAA # _____.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare).”



Catalog Item Details

Line	Qty.	Catalog	
1	1.00	Patient_Exp_Pkg_Pristina_Pr omotions	Patient Experience Package

Line	Qty.	Catalog	
2	1.00	S30371AF	Senographe Pristina digital full field mammography system

Senographe Pristina digital full field mammography system provides a comprehensive breast care solution which includes screening and diagnostic capabilities with patient focused design and enhanced ergonomics for the technologist.

Senographe Pristina works with an GE-manufactured 24 x 29 cm active area detector, designed to offer different breast imaging capabilities in a fast and efficient workflow. Smaller breasts are also easily managed with the different paddles available that can slide to both sides of the detector.

With excellent enhanced detector performance, at low dose, the Senographe Pristina offers a remarkable image quality for diagnostic confidence.

Ergonomic design for technologists

- Intuitive user interface
- Park Positioning during patient positioning
- One touch access to preset rotation for positioning
- Single speed motorized gantry movements
- Sliding compression paddles that can move to the side of the detector for compression

Ergonomics and design for patient comfort

- LED lighted hand rests
- Wheelchair access, MITA compliant
- Thinner Bucky than previous platform
- Rounded edges of detector for patient comfort

Image quality

- Automatic Optimization of Parameters (AOP), selects all exposure parameters based on breast radiological properties
- Three AOP modes + 1 Automatic mode for implants
- eContrast image processing for making automatic adjustments of brightness and contrast
- DQE at IEC 62220-2-3 equivalent spectrum, at 75µGy: 70% (+/-3) at 0.5lp/mm and 64% (+/-3) at 2lp/mm

Smooth digital workflow connectivity

- Automated Quality Control
- Integrated Repeat and Reject Analysis

Technical Specifications

Detector

- Detector ready to use immediately after system start-up
- Detector size: 24 x 29 cm
- Pixel size (pitch): 100 µm
- Acquisition dynamic range: 14 bits
- Bucky front cover thickness: 40mm
- Optimized room for positioning due to the bucky depth: 470mm
- Image size:



- o LFOV image size - approx. 13 MB per image
- o Regular image size - approx. 9 MB per image
- Patented needle structure CsI scintillator, single piece construction
- Breast support with rounded edge
- Air cooling

Tube Technology

- X-Ray tube type: Artemis
- Anode target materials - Dual track: Molybdenum (Mo)
- Enriched with Vanadium, and Rhodium (Rh)
- Four focal spots: 0.1 and 0.3 IEC on each target
- Target angle: 0 degree
- Maximal high voltage: 49 kV
- Tube current:
 - o Molybdenum target:
 - 100 mA from 25 to 30 kV on large focal spot
 - 40 mA from 25 to 30 kV on small focal spot
 - o Rhodium target:
 - 62 mA from 25 to 30 kV on large focal spot
 - 35 mA from 25 to 30 kV on small focal spot
- Anode size (tracks diameter): 100 mm
- Anode heat storage capacity: 250kJ (340 kHU)
- Anode maximum dissipation: 500 W (40 kHU/min)
- Max casing continuous dissipation:
 - 150 W (12 kHU/min) at 40 °C
- Permanent filtration: 0.69 mm Beryllium
- Weight: 7 kg
- X-ray tube assembly: self-encased X-ray tube, oil-free,
- lead-free, air-cooled head
- Tube protection: software monitoring of tube load

Grid/breast support

- Universal grid compatible with 2D Conventional Mammography and DBT
- Ergonomic breast support designed for patient comfort and cleanability
- Motorized lock of the grid and breast support
- Breast support material: carbon fiber composite
- Optimized grid motion ensuring no grid structure visible in the image
- Detector to breast support edge-to-edge distance ≤ 5 mm

Automatic Exposure

Automatic Optimization of Parameters (AOP)

Fully automatic mode

- AOP is an automatic exposure system that selects all exposure parameters based on radiological density of the breast:
 - o track (Mo or Rh)
 - o filter (Mo or Ag)
 - o kV
 - o mAs
- The system identifies the densest part of the breast to select the appropriate exposure parameters
- Three AOP modes are available:
 - o Standard + ”: dose to patient comparable to screen/film Mammography
 - o “Dose -”: priority is given to dose reduction
 - o “Standard”: balances low noise and dose reduction
- o Automatic acquisition mode for implants

Manual mode

- Manual selection of all parameters: track, filter, kV and mAs

Collimator

- Filters: Molybdenum: 0.030 mm; Silver: 0.030 mm
- Field of View (FOV) in detector plane, in cm:

for standard contact views: 24 x 29 maximum FOV or 19 x 23 regular FOV, automatic adjustment depending on paddle used, breast support and gantry rotation angle

- Field of View (FOV) selection: automatic and manual
- FOV size: selected automatically based on the paddle or geometric magnification platform used, can be modified manually by using the collimation size switch on the tube head
- FOV location (left, right, center): selected automatically based on the tube arm angle, can be modified manually by using the collimation position switch on the tube head
- Compression and exposure are prevented if the FOV and compression paddle sizes or locations are not consistent
- Light centering device: a light automatically switches on when a preset position is reached, at compression start or at paddle insertion; can be turned on with the collimation switches buttons located on the tube head or on the acquisition console

Compression

Compression modes:

- Motor driven compression up to 20 daN
- Manual compression up to 27 daN
- Dual foot-pedals for column height and compression adjustments
- User defined motorized compression force limit: 4 to 20 daN
- Min force for AOP: 3 daN
- Compression speed: 3 speed levels
- Selectable automatic decompression after exposure, to minimize patient time under compression

Positioner

- Isocentric arm with motorized rotation and vertical movement
- Source to image receptor distance: 660 mm
- Floor to image receptor distance: from 65 cm to 150 cm
- Rotation angle: -180/+180 degrees
- Ergonomic hand-rest: one at each side of the tube arm and two additional behind

User interface

- Four sets of single speed switches for rotation, angulation and lift movements, with an accelerating speed profile
- Four sets of preset position switches for positioning in CC and MLO
- Automatic stop at +/- 90 degrees for lateral positions
- Collimation buttons on the tube head for field of view size and location
- Parameters display
 - o Tube arm support rotation angle
 - o Compressed breast thickness (in mm)
 - o Compression force (in daN)
- Ergonomic control console
 - o Controls exposure
 - o Provides information on system status
 - o Gives access to advanced parameters for system set-up
- Patented automatic view names marking based on breast laterality
- View name can be edited while the exam is performed

Acquisition workstation

- Time to display processed image (average): 10 seconds
- Time between exposures (typical): 12 seconds
- Dose calculated and displayed on the image after every exposure (Entrance Skin Dose and Average Glandular Dose)
- Quad core Intel i5 workstation:
 - Memory: 32GB
 - Hard disk: 1 internal 250GB disk for the system
 - Hard disk: 1TB for image storage
 - Ports: 4 Gigabit Ethernet port
 - DVI Display and port connector
 - 3MP monitor display:
- High performance color IPS 3MP monitor
- 54cm (21.2")
- 2048 x 1536 pixels (landscape)
- Brightness: 1000 Cd/m²
- Contrast ratio: 1400:1
- Viewing angle: 170 degrees



Mounted on a rotating arm for in-room access

Image Presentation

eContrast allows you to choose among 6 levels to better adapt to breast morphology and radiologist display preferences:

- eContrast 1 provides a "film-like" aspect with improved visibility of the skin line
- eContrast 2 to 4 provide increasing steps of image sharpness and contrast
- eContrast 5 provides a high level of sharpness and contrast, with a very high level of tissue penetration
- eContrast 6 is adapted to very dense breast or implants
- Automatic windowing (window level and window width)
- Other features: zoom, roaming, inversion, flip, rotation of images, window width and level setting, annotations and measurements

Connectivity

DICOM** 3.0 platform:

- Modality Worklist User
- Storage Provider
- Storage Commitment User
- Query/Retrieve User
- Basic Grayscale Print User
- Verification Provider
- DICOM-compliant CD, DVD-R/-RW and USB Data Interchange

Connectivity features: customizable Autopush to multiple DICOM databases, Autoprint, Autodelete based on Storage Commitment

Modality Perform Procedure Step User

Connectivity to GE Service for remote diagnostic capability

IHE Profiles: Scheduled workflow, Mammography image, Tomosynthesis profile, Portable data for imaging, Consistent time integration

Quality assurance

- Complete quality control program
- Automation of quality control tests: Flat Field, MTF, AOP, SNR
- Test history and results can be reviewed
- Data can be exported for data tracking
- Automated Repeat and Reject Analysis

Radiation shield

- Choice between two radiation shields:
 - o Integrated to the control console
 - o Standalone

High voltage generator

- Generator Integrated into the gantry for room saving
- Generator type: high frequency single-phase power supply
- Ripple: < 4% from peak to peak
- Power: 5 kW max
- Generator max rating:
 - 2 to 600 mAs (depending on track, filter and kV)
 - 22 to 49 kV, in 1 kV steps depending on track
- Generator protection: software monitoring tube load

Standard configuration

- Motorized isocentric gantry
- X-ray tube with rotating Mo/Rh anode
- 24 x 29 cm flat panel detector
- Software M3-3 UP2
- Acquisition workstation
 - CD, DVD-R/-RW
 - 1MP or 3MP display
 - Control console
 - UPS



- Pair of dual foot-pedals
- Standard Face shield
- 24 x 29 cm bucky with grid
- 24 x 29 cm paddle
- Quality control toolkit
- User manual and technical documentation

Options

- Additional 24 x 29 cm paddle
- 24 x 29 cm Flexible compression paddle
- 19 x 23 cm Flexible & sliding compression paddle
- 10x23 Sliding Implant/Small breast compression paddle
- Square spot sliding compression paddle
- Round spot sliding paddle
- 2D Localization 19x23 Swiss Cheese sliding compression paddle
- 2D Localization 19x23 sliding standard compression paddle
- 2D crosshair device
- X-Ray protective shield
- Bar code reader
- Printers compatibility: AGFA DRYSTAR AXYS
- Upgradable to Senographe Pristina 3D

System Power supply

- Input frequency: 50Hz/60Hz
- Input voltage: single-phase 200-240 V~
- EATON UPS 5P650 650VA

System Weight

- Gantry: 420 kg
- Control Station without monitors: 160 kg

Environmental conditions

- Temperature range: 15° to 30°C
- Humidity range: 10% to 80%
- Atmospheric pressure range: 70 kPa to 106kPa
(0 to 3000m altitude)

Line	Qty.	Catalog	
3	1.00	S30371BA	Senographe Pristina Control Station Front Cover

Senographe Pristina Control Station Front Cover

Line	Qty.	Catalog	
4	1.00	S30371BW	Barco 3MP Monitor 21" Color LCD

Barco 3MP Monitor 21" Color LCD

Line	Qty.	Catalog	
5	1.00	S30371CA	English Keyboard

English Keyboard



Line	Qty.	Catalog	
6	1.00	S30331BR	Standard Radiation Shield

Additional Stand-alone Radiation Shield (MAVIG) This radiation screen is a stand-alone shield validated for fixed configurations only.

Line	Qty.	Catalog	
7	1.00	S30371GA	Pristina Dueta

The Pristina Dueta feature is an option that enables the patient to take an active part in the examination. It consists of a remote control to be held in the patient's hand. Once the technologist has carefully positioned and stabilized the breast with initial compression, the patient is invited to continue the compression movement using a dedicated remote control, under the technologist's continuous supervision. The technologist will follow the same compression guidelines regardless of whether this operation is performed by the technologist or by the patient. The technologist always has control of the compression for each patient, and will guide the patient to achieve the appropriate compression level needed. In case of emergency, the technologist can use any gantry motion user interface to stop the patient-assisted compression motion, as well as push an emergency stop button.

Line	Qty.	Catalog	
8	1.00	S30351AR	Power Cord Kit 1 Set

One set of power cords for UK/USA/JAPAN/CHINA

Line	Qty.	Catalog	
9	1.00	S30371BP	Mag Stand 1.8

Mag Stand 1.8

Line	Qty.	Catalog	
10	1.00	S30371BN	Mag Stand 1.5

Mag Stand 1.5

Line	Qty.	Catalog	
11	1.00	S30371FB	19X23CM SLIDING COMPRESSION PADDLE

19X23CM SLIDING COMPRESSION PADDLE

Line	Qty.	Catalog	
12	1.00	S30371FA	ADDITIONAL 24X29CM COMPR

ADDITIONAL 24X29CM COMPR



Line	Qty.	Catalog	
13	1.00	S30371FC	24X29cm Flexible Compression Paddle

The optional flexible and ergonomic 24x29.8cm sliding paddle provides tilting and flexibility for compression uniformity from chest wall to nipple. It is designed for easier positioning especially in the MLO position for large pectoral muscles and in the CC position when the chest wall and nipple-side show large thickness variation. Patient comfort is improved by requiring less compression on the pectoral muscle or chest wall to achieve proper compression on the whole breast.

Line	Qty.	Catalog	
14	1.00	S30371FJ	10X23 Sliding Small Breast Paddle

10X23 Sliding Small Breast Paddle

Line	Qty.	Catalog	
15	1.00	S30371FD	19X23CM Flexible Sliding Paddle

19X23CM Flexible Sliding Paddle

Line	Qty.	Catalog	
16	1.00	S30371FE	Round Spot Compression Paddle

Round Spot Compression Paddle

Line	Qty.	Catalog	
17	1.00	S30371FF	Sliding Square Spot Compression Paddle

Sliding Square Spot Compression Paddle

Line	Qty.	Catalog	
18	1.00	S30371HK	Senographe Pristina 3D

Senographe Pristina 3D Senographe Pristina 3D

Line	Qty.	Catalog	
19	1.00	S30371BJ	Senographe Pristina 3D - Clinical and Non-Clinical Information

Set of Technical publication regarding Clinical and Non-Clinical Information on the Pristina 3D. Required depending on country regulation

Line	Qty.	Catalog	
20	1.00	S30371HF	Senographe Pristina 3D Standard Plus



For competitive sites looking for a different image look.

Senographe Pristina 3D Standard Plus provides a new AOP table that enables acquisition of DBT datasets at a dose equivalent to 2D STD+. This helps providing the user some flexibility to adjust image preferences.

Line	Qty.	Catalog	
21	1.00	E6322DJ	ACR Breast Phantom - RMI 156

Mammography Breast Phantom - ACR Gammex 156

The Mammographic Accreditation Phantom is designed to test the performance of a mammographic system by a quantitative evaluation of the system's ability to image small structures similar to those found clinically.

Objects within the phantom simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom is also designed to determine if a mammographic system can detect small structures that are important in the early detection of breast cancer.

Test objects within the phantom range in size from those that should be visible on any system, to objects that will be difficult to see even on the best mammographic system.

Breast phantom is compatible with analog and digital equipments.

Approved by ACR for Mammography.

SPECIFICATIONS

- Height: 1.75 in. (4.5 cm)
- Width: 4 in. (10.2 cm)
- Depth: 4.25 in. (10.8 cm)

Line	Qty.	Catalog	
22	1.00	S30351WD	Seno Iris CONNECT SP4.1 Software with PC

Seno Iris CONNECT software is a tool for fast transmission of medical image data. It connects DICOM enabled devices in different locations over a given - preferably secure - connection. Seno Iris CONNECT also manages centrally the REVIEW workflow of multi-workstation (Seno Iris DIAGNOSE only) installation. Seno Iris CONNECT is also needed to enable the calculation of V-Preview.

FEATURES:

Seno Iris can be provided in the Connect mode to support the optimized transmission of medical image data, connect DICOM compliant devices in different locations, and enable fast transfert to the connected users, leveraging Jpeg2000 compression. Seno Iris, Connect Mode, can also provide rule-based exam routing according to your unique workflow needs. Seno Iris CONNECT only works with Seno Iris DIAGNOSE. Seno Iris CONNECT is not needed for a single workstation installation. Interfaces with information systems must be clarified and quoted with a Seno Iris Sales Specialist.

Outside of USA, pre-fetching capabilities can also be provided by Seno Iris Connect

Base License includes: Transmitter/Receiver, Image Compression, Worklist broker adn server, Communication, V-Preview, Quality Assurance

TECHNICAL INFORMATION:

Seno Iris CONNECT comes with Windows 10 based HP Z2G4 PC with 512 GB SSD and an English keyboard. Option: IMP monitor (S30331JS or S30351DZ).

Power cords are not included for Europe, USA, UK, Japan, China and Brazil. For Europe, UK, USA, Japan add S30351AR, for China



add S30351KA and for Brazil add M81501PA.

Line	Qty.	Catalog	
23	1.00	E63301CM	Interactive Experience include two 46 in (116.8 cm) monitors 116.8 cm with blue tooth communication. One year warranty.

Line	Qty.	Catalog	
24	1.00	E63301BB	SensorySuite Light Exam Room fragrance - Set of 30 capsules

SensorySuite re-invents the breast screening experience and helps to address many of the reasons why women avoid mammography. SensorySuite is an all-encompassing interactive experience that simultaneously stimulates three of your patient’s senses – sight, smell, and hearing – to help distract her from the perceived discomfort and anxiety of a mammogram. The capsules for scent diffuser are part of the SensorySuite scent experience.

Encapsulating principles

- The SensorySuite exam room fragrance is encapsulated in polymer beads. The scent is encapsulated pure, without having been subject to any modification.
- Polymer beads are made of Pebax** (polyether block amide), a very common, non-inflammable and innocuous polymer. Capsules are filled with the polymer beads and accelerate the fragrance natural evaporation.

Scent diffuser fragrance capsules for the exam room

SensorySuite light and calming fragrance is diffused in the exam room by the scent diffuser and is packaged in capsules.

Capacity

- Each capsule contains about 1g (0.03 oz.) of scent concentrate and offers 22 hours of continuous diffusion, which is 5,000 impulses of 15 sec. each.
- With the scent diffuser recommended mode (mode 4 alternated diffusion mode), estimated capsule duration life is 40 hours.

Line	Qty.	Catalog	
25	1.00	E63301CE	Tablet PC for waiting room

Tablet PC for the waiting room helps explain the SensorySuite experience. (Samsung Galaxy Tablet)

Line	Qty.	Catalog	
26	1.00	E63301BA	SensorySuite Scent Diffuser

SensorySuite re-invents the breast screening experience and helps to address many of the reasons why women avoid mammography. SensorySuite is an all-encompassing interactive experience that simultaneously stimulates three of your patient’s senses – sight, smell, and hearing – to help distract her from the perceived discomfort and anxiety of a mammogram.

Features

Natural diffusion with low persistence

The scent diffuser uses a fully natural diffusion process that dissipates quickly:

- Fragrance diffusion is performed by the natural evaporation of the scented oil contained in the capsules.
- Fragrance contained in the scent diffuser capsules evaporates naturally and then is pushed out of the scent diffuser by a fan mechanism.
- With dry diffusion through natural evaporation, there is no spraying, no heating, no contact between the scent and the skin.
- Due to the dry diffusion system, all structures in the exam room and the materials used in the diffuser (aluminum and copper) are inert to fragrance.

Main characteristics

- Dimension: 10 x 10 x 2.5 inches (254 x 254 x 64 mm)
- Weight: 1.65 kg. (3.63 lbs.)



- Universal power supply: 100-240 VAC, 50/60 Hz.
- Consumption: typ. 15W.
- CE, UL/FCC compliant.

Line	Qty.	Catalog	
27	1.00	W0301MM	TIP MM System Training Program

This TIP MM System Training Program (“MM System Training Program”) is designed for customers purchasing a GEHC Mammography System. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists (generally up to 5 technologists) that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include the GEHC Answerline and available on-demand courses (“Virtual Inclusions”). This blended curriculum with multiple delivery platforms promotes learner retention and allows for efficient and effective skill development.

This MM System Training Program may contain:

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 6 days. Days are defined as 8-hour days and shall be provided in a manner that does not require GEHC personnel to make more than 2 visits to the customer’s facility. Training must be completed within 12 months from Acceptance. Following 12 months from Acceptance, additional onsite days may be available for purchase separately.

Virtual Inclusions may include: (Unlimited for 12 months from Acceptance)

Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour

Answerline Support: Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console

On Demand courses: Provided through GE Healthcare’s learning system website. Self-paced courses and webinars (CE and non-CE).

All GEHC Training terms and conditions apply. Given the unique nature of the MMS System Training Program, if this Program is purchased under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, the terms of the MM System Training Program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog	
28	1.00	S30371MN	Pristina Serena 3D with Hardware

Pristina Serena 3D is the Tomosynthesis Biopsy upgrade option for the Senographe Pristina full field digital mammography system. Pristina Serena 3D is an add-on option designed to simply slide onto the Senographe Pristina gantry. This system can provide guidance to perform fine needle aspiration, core biopsy, vacuum assisted biopsy or hook wire placement procedures in upright or recumbent positions. Pristina Serena 3D features a universal grid, that makes lesions conspicuity the same in biopsy as in routine images. Image performance in biopsy is equivalent to 2D/3D screening and diagnostic imaging as Serena 3D reuses the same image chain including our iterative algorithm ASIR.

Ergonomics: Pristina Serena adapts to the patient, not the patient to the system. A Flexible Biopsy Device orientation (horizontal and vertical), combined with gantry and/or patient position provide a large flexibility in lesion approach.

- Breast spacer is included in the configuration. It is an accessory intended to elevate the breast during biopsy procedures in the horizontal approach. The breast spacer artificially increases the breast thickness and improves access to lesions in thin breasts.
- Thin/thick compressed breast as well as patients with different conditions (wheelchair, kyphotic, ...) can be biopsied in both approaches
- Tube Parking position at 33° and +33° for easy access to the breast during the biopsy procedure
- The tube park position increases visibility of the workspace. It provides complete access during the biopsy procedure and reduces physical strain of the radiologist
- With Pristina Serena, a Biopsy procedure can be performed in <15min
- The near silence of Pristina and its biopsy positioner provides a calm environment to the patient
- Lesions located up to 1cm above the paddle can be biopsied
- The ability to easily change the biopsy device orientation (from vertical to horizontal) without decompressing the patient may accelerate the exam
- Remote angulation minimizes technologist’s travel during procedure, reducing exam time
- The short distance (<5 mm) between detector and the edge of the breast support facilitates biopsies of Lesions located close to chest wall
- A Laser light is included to serve as a guidance aid for an accurate anesthesia injection



- Touchscreen display conceived to move Intuitively the 3 axis for targeting

Technical Information: Pristina Serena is designed with additional advanced biopsy applications in mind

Initial positioning angle: Any angle between -90° and +90°

- Stereotaxy angles: - 15° and +15° automatic stop at stereotaxy angles
- 3D acquisition angulation is 25°

Exposure parameters selection (track, filter, kV, mAs): Automatic or Manual

Field of View:

- 2 choices of FoV for scout and targeting, 12x11cm and 15x18 cm representing up to the triple increase in field of view**, designed for easy patient positioning. A larger FOV potentially reduces exam time by reducing retakes due to repositioning
- A smart collimation allows to reduce unnecessary radiation to the patient once the lesion is targeted

Line	Qty.	Catalog	
29	1.00	S30371ME	Encor Enspire Adaptors and Needle guide supports

Set of one vertical and one horizontal adaptors with their associated needle guide supports for Encor Enspire.

Line	Qty.	Catalog	
30	1.00	E6315HD	Mammography/Biopsy Chair

The Mammography Biopsy Chair is a flexible solution for Radiology, Mammography and transport. The chair's versatility in moving from a chair position to a fully reclined position is designed to permit convenient patient positioning and treatment. The shortened base and premium Tente® casters allow for easy maneuvering around imaging equipment. The height can be adjusted using foot pedals located on both sides of the chair. Handles on either side of the back section can be used to recline and position the chair in or out of Trendelenburg positions. The side rails can be folded away using accessible release levers for lesion site access. The brake and steer system is operated by levers at the side of the chair base.

Maximizing Patient Comfort - The chair can be raised in the supine position to transfer a patient from a stretcher or bed to the chair, helping reduce risk of injury to transport personnel. The high-density, non-conductive vinyl-covered foam chair pads support the patient comfortably, and arm rests are padded for comfort. A pneumatic-assisted backrest can be adjusted with levers on both sides of the chair from supine to 90 degrees for patient comfort and procedure positioning. An additional lever controls Trendelenburg positioning to 10 degrees. The leg section and the height of the fold-down footrest are adjustable, maximizing lower body comfort and stability.

- Seat Cushion Width- 22 in [55 cm]
- Overall Length (Supine) - 75 in [190 cm]
- Overall Length (Upright) - 42.5 in [108 cm]
- Height Adjustment- 23.5 - 31.5 in [60 - 80 cm]
- Wheel Base- 25 x 22 in [63 x 55 cm]
- Restraint Strap- Included
- Pneumatic-Assist Backrest- 0 - 90°
- Trendelenburg- 10°
- Maximum Weight Capacity- 325 lbs [147.5 kg]

Line	Qty.	Catalog	
31	1.00	E6315TB	Pristina Accessories Storage Wall Stand

Senographe Pristina Accessories Storage Wall Stand

- Holds 8 paddles
- Trays for mag stand and bucky
- Two hooks – for both face shields
- Color coordinated to Senographe Pristina™ system



- Lightweight, aluminum construction for easy wall mounting
- Dimensions - 46.2 (L) x 21 (W) x 17.25 in (D)/1172.9 (L) x 533.4 (W) x 438.9 mm (D)
- Weight – 11.9 lbs/5.4 kg

Line	Qty.	Catalog	
32	1.00	E6315SA	Rolling table cart for mammo biopsy

Line	Qty.	Catalog	
33	1.00	W0303MM	TIP Mammography Advanced Applications

The TIP Mammography Advanced Applications Training Program (“Mammography Advanced Apps. Training Program”) is designed for customers purchasing an Advanced Software upgrade to an existing onsite GEHC Mammography system. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include the GEHC Answerline and available on-demand courses (“Virtual Inclusions”). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

The Mammography Advanced Apps. Training Program may contain:

- Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 3 days, which days are defined as an 8-hour day and shall be provided in a manner that does not require GEHC personnel to make more than a single visit to Customer’s facility. Onsite training must be completed within 12 months from Acceptance. Following 12 months from Acceptance, additional onsite days may be available for purchase separately.
- Virtual Inclusions may include: (Unlimited for 12 months from Acceptance)
- Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
- Answerline Support: Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinQ button on the imaging console
- On Demand courses: Provided through GE Healthcare’s learning system website. Self-paced courses and webinars (CE and non-CE).

All GEHC Training terms and conditions apply. Given the unique nature of the Mammography Advanced Apps. Training Program, if the Program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, the terms of the Mammography Advanced Apps. Training Program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog	
34	1.00	S30351WC	Seno Iris REVIEW SP4.1 with PC

Seno Iris REVIEW has been designed as the technologist’s workplace for the management of clinical data and image display. The Seno Iris will allow you to read all your cases from nearly any digital mammography, breast tomosynthesis or computed radiography system, regardless of manufacturers. Case information is available in one uniform display. Gives technologist access to prior images, reports and additional exams planned by the radiologist. Automatic documentation of acquisition parameters if delivered by the acquisition system in the DICOM header.

FEATURES:

The Seno Iris REVIEW software is designed for non-diagnostic REVIEW of FFDM, DBT, DBT biopsy, CESM and CESM biopsy images. Adaptable to any environments through flexible and interactive manipulation of multi-modality, multi-vendor softcopy images. The solution is suited for reading direct digital mammography (DR) and Computed Radiography (CR) images from all major manufacturers, as well as for viewing digitized screen film images in diagnostic and screening breast imaging.



In addition to image review, manipulation, analysis, post-processing and printing capabilities, the Seno Iris REVIEW software supports the display of CAD (2D and 3D), breast density assessment and breast imaging data from various modalities. The software also provides functions to directly import data from and export them to mobile storage media or onto the local operating system. When the software is used in a non-diagnostic environment, proper labeling is applied during installation. Image routing and compression, as well as centralized workflow steering, including double blind reading and integrated in-image reporting, are part of the solution. For complex eco-systems, Seno Iris CONNECT is a suitable complement. Various specific and general interfaces exist to synchronize to other external software on the front- and back-end side. Base license includes: DBT, SenoBright HD and CAD tool suites, V-Preview Smart Tool Suite, eContrast processings, V-Preview generation (need S30351PT for V-Preview 4), Workflow management capabilities (The workflow and reporting features are only available if used with Seno Iris CONNECT server), all Biopsy modes, Dose SR display. Optional licenses: Integrated reporting and V-Preview 4

TECHNICAL INFORMATION:

Windows 10 x 64-bit based HP Z4G4 computer with 1TB SSD, 19" non-diagnostic LCD monitor (not included in S30351TM, must add S30351DZ or S30331JS), AMD WX 3200 graphics card and English keyboard. Power cords are not included for Europe, USA, UK, Japan, China and Brazil. For Europe, UK, USA, Japan add S30351AR, for China add S30351KA and for Brazil add M81501PA. The optional Keypad for mammo review is not included.

Line	Qty.	Catalog	
35	1.00	S30371BW	Barco 3MP Monitor 21" Color LCD

Barco 3MP Monitor 21" Color LCD

Total Quote Subtotal: \$443,342.51

Qty.	Credits and Adjustments	
1.00		\$-40,000.00

Total Quote Net Selling Price: \$403,342.51

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>

GPO Agreement Reference Information

Customer:	Kern Medical
Contract Number:	HealthTrust Diagnostic Imaging
Billing Terms:	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms:	NET 30
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and HealthTrust Diagnostic Imaging

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>

Kern Health Systems Provider Grant

Q Street Imaging Center



**Kern Medical
Q Street Imaging Center
Sources and Use of Funds**

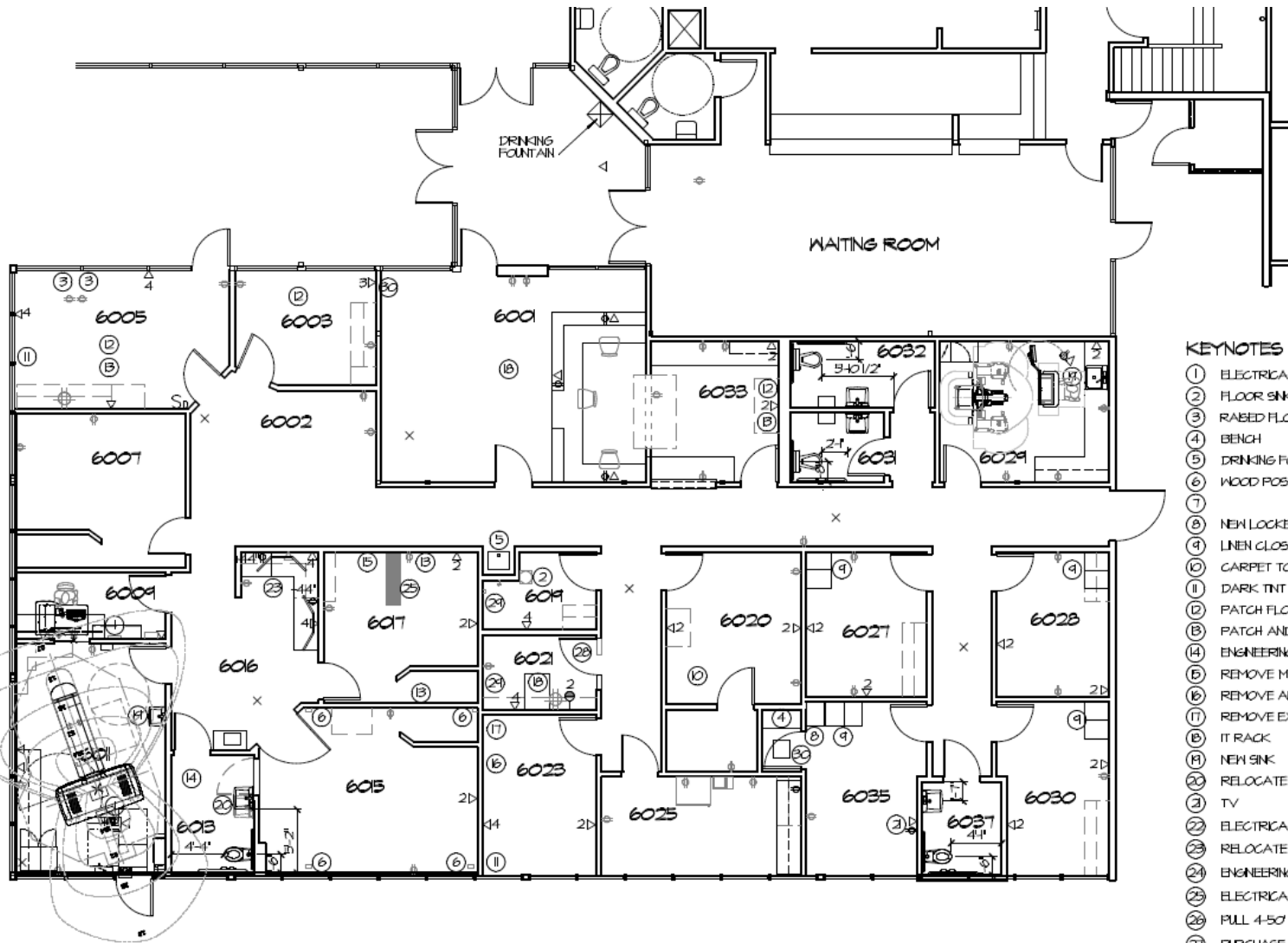
Cash Flows from Grants

Kern Health Systems Provider Grant	2,574,457	
CT	(650,000)	
Mammography	(507,000)	
Ultrasound	(320,000)	
Bone Densitometry	(57,000)	
Construction	(600,000)	
FFE	(200,000)	
IT	(200,000)	
Contingency	(40,457)	
 Net Cash Flows from Grants		 0

Cash Flows from Investment Activities

Construction	(100,000)	
FFE	(100,000)	
IT	(100,000)	
 Net Cash Flows from Investment Activities		 (300,000)

Change in Cash Position (300,000)



KEYNOTES

- ① ELECTRICAL DUCT
- ② FLOOR SINK
- ③ RAISED FLOOR OUTLET
- ④ BENCH
- ⑤ DRINKING FOUNTAIN
- ⑥ WOOD POST
- ⑦
- ⑧ NEW LOCKER
- ⑨ LINEN CLOSET
- ⑩ CARPET TO BE REPLACED
- ⑪ DARK TINT ON ALL WINDOWS AND DOOR
- ⑫ PATCH FLOOR
- ⑬ PATCH AND PAINT WALL
- ⑭ ENGINEERING TO INSTALL NEW ELONGATED ADA TOILET
- ⑮ REMOVE METAL PIPE IN WALL
- ⑯ REMOVE ALL EQUIPMENT, RACKS, AND CABINETS
- ⑰ REMOVE EXISTING IT RACK AND INSTALL 4 POST TRACK
- ⑱ IT RACK
- Ⓜ NEW SINK
- Ⓝ RELOCATE SINK
- ① TV
- Ⓝ ELECTRICAL BOX
- Ⓝ RELOCATE ELECTRICAL ABOVE COUNTER TOPS
- Ⓝ ENGINEERING TO INSTALL NEW ELONGATED ADA TOILET
- Ⓝ ELECTRICAL DUCT COVERED WITH METAL PLATE
- Ⓝ PULL 4-50' IT CABLES AND COIL ABOVE CEBLING
- Ⓝ PURCHASE FLOORING MATERIALS AND HOLD FOR FUTURE INSTALL
- Ⓝ INSTALL SOLID CORE DOOR
- Ⓝ DEMO ANY PLUMBING/VENT PIPES AND CAPS BEHIND THE WALL
- Ⓝ ADD LIGHT FIXTURE
- △ IT OUTLET
- ◇ ELECTRICAL OUTLET
- × DROP FOR ROUTER
- Ⓜ TWIST LOCK ELECTRICAL OUTLET

KERN MEDICAL RADIOLOGY REMODEL

3551 Q ST
 SCHEME 'A' WITH EQUIPMENT
 PDA, INC 9-13-21

**Q Street Imaging Center
Proforma Income Statement**

Annual Modality Volumes		Per Month	Per Year	
Dexa Scan		16	197	
Mammography Screening		165	1,974	
Mammography Stereotatic Biopsy		51	612	
CT		205	2,454	
Ultrasound		321	3,849	
X-Ray		227	2,723	
Total Volumes		985	11,809	
Projected Reimbursements (Assumes Medi-Cal only)		Rate	Per Month	Per Year
Dexa Scan	\$ 40.00	\$ 640	\$ 7,880	
Mammography Screening	\$ 150.00	\$ 24,750	\$ 296,100	
Mammography Stereotatic Biopsy	\$ 250.00	\$ 12,750	\$ 153,000	
CT	\$ 250.00	\$ 51,250	\$ 613,500	
Ultrasound	\$ 75.00	\$ 24,075	\$ 288,675	
X-Ray	\$ 75.00	\$ 17,025	\$ 204,225	
Total Reimbursements		\$ 130,490	\$ 1,563,380	
Projected Expenses		Per Month	Per Year	
Direct/Indirect Variable Expenses		\$ 20,745	\$ 248,940	
Salaries		\$ 57,547	\$ 690,560	
Benefits		\$ 28,773	\$ 345,280	
Repairs/Maintentance/Service		\$ 6,378	\$ 76,540	
Utilities		\$ 7,500	\$ 90,000	
Telephone/Internet		\$ 2,000	\$ 24,000	
Other Direct Expenses		\$ 5,100	\$ 61,200	
Total Expenses		\$ 128,043	\$ 1,536,520	
Projected Excess Revenue Over Direct Expenses		\$ 2,447	\$ 26,860	



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

October 20, 2021

Subject: Kern County Hospital Authority Financial Report – August 2021

Recommended Action: Receive and File

Summary:

Kern Medical Operations

Kern Medical key performance indicators:

- Average Daily Census of 155 for August is 19 more than the August budget of 136 and 8 more than the 147 average over the last three months
- Admissions of 996 for August are 145 more than the August budget of 851 and 139 more than the 857 average over the last three months
- Total Surgeries of 486 for August are 5 more than the August budget of 481 and 25 less than the 511 average over the last three months
- Clinic Visits of 18,497 for August are 3,873 more than the August budget of 14,624 and 1,013 more than the 17,484 average over the last three months. The large budget variances are mainly due to 2,530 of COVID-19 vaccinations provided during August

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

Patient Revenue:

Gross patient revenue has a favorable budget variance for August and on a year-to-date basis mainly because of strong average daily census levels. A January 1, 2021 price increase for many patient services is also responsible for the increase in revenue. In addition, there has been an overall increase in revenue cycle efficiency due to the implementation of the Cerner electronic health record. Gross patient revenue has increased 11% compared to prior year.

Indigent Funding Revenue:

Indigent funding has an unfavorable budget variance for the month and year-to-date due to a conservative approach to recognizing indigent funding revenue. During each month of fiscal year 2022 Kern Medical will only recognize 95% of the total projected revenue for the Managed Care Rate Range Program, the Medi-Cal Quality Assurance Fee Program, the Physician SPA Program, the Graduate Medical Education (GME) Program, and the AB915 Outpatient Supplemental Funding Program. Kern Medical will recognize 100% of total projected revenue for the Medi-Cal waiver programs including the Global Payment Program (GPP), the Whole Person Care Program (WPC), the Enhanced Payment Program (EPP), and the Quality Incentive Program (QIP).

Other Operating Revenue:

Other operating revenue has a favorable budget variance for August and year-to-date due to the receipt of funds from the County of Kern for the operation of COVID-19 testing facilities and COVID-19 mobile vaccination units. This revenue is offset by Kern Medical's costs to provide these services for the County of Kern.

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

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

Other Non-Operating Revenue:

Other non-operating revenue has an unfavorable budget variance for the month and year-to-date because federal and state COVID-19 related funding is budgeted evenly throughout FY 2022 as other non-operating revenue; however, this COVID-19 funding is not received consistently on a monthly basis. Therefore, the actual dollar amount recorded for this line item may fluctuate vs. budget on a monthly basis but should align with budget on a year-to-date basis by year-end.

Salaries Expense:

Salaries are under budget for the month of August and year-to-date due to lower than average expenses for technicians and specialists, registered nurses, and clerical and administrative staff.

Benefits Expense:

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

Nurse Registry Expense:

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

Medical Fees:

Medical fees are under budget in August due to lower than average usage of Acute Care Surgery Group services. On a year-to-date basis, Kern Medical is operating at the budgeted dollar amount for medical fees.

Other Professional Fees:

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

Supplies Expense:

Supplies expense is over budget for the month and year-to-date due to ongoing operations of the outpatient pharmacy.

Purchased Services:

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

Other Expenses:

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

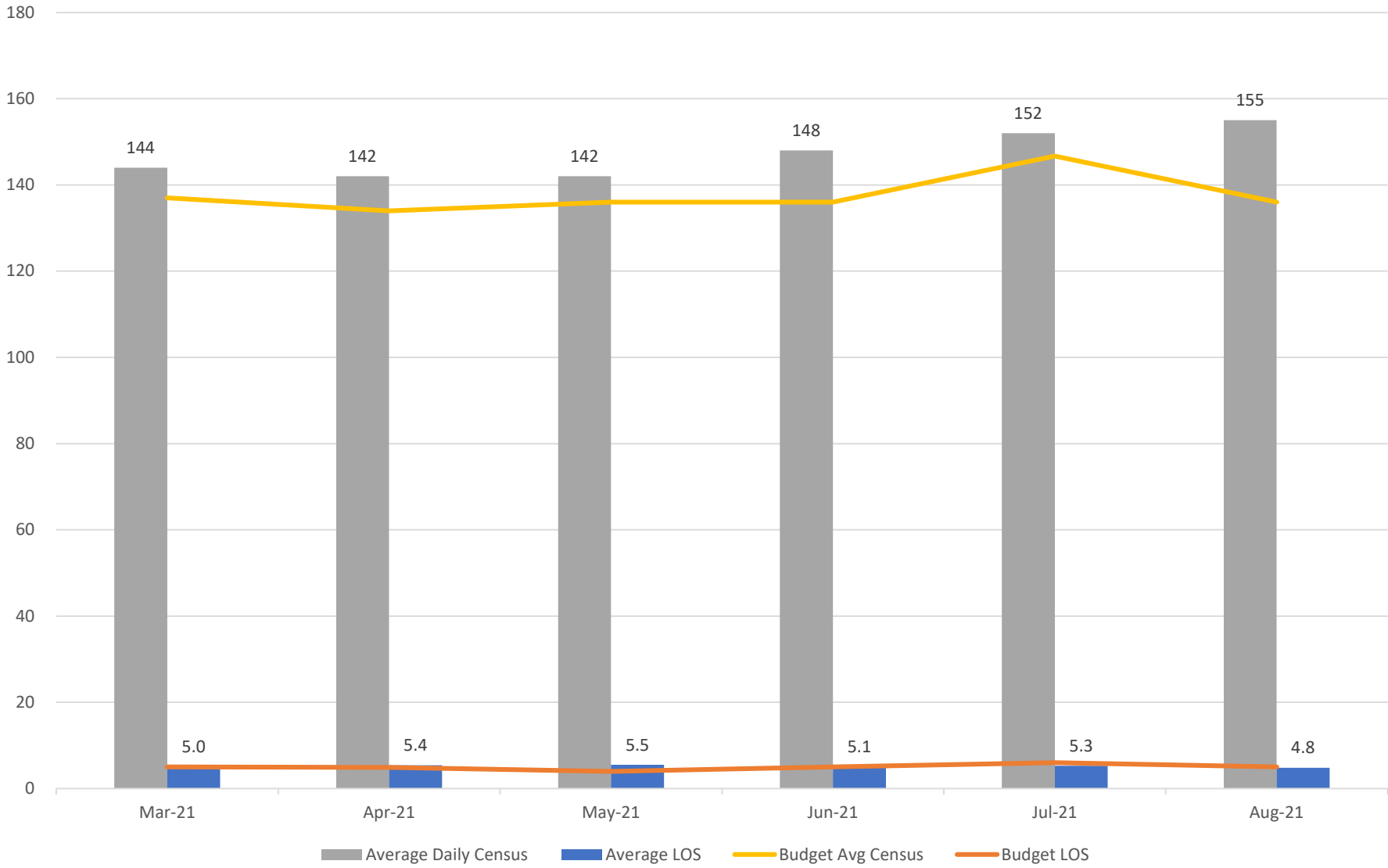
Depreciation and Amortization Expense:

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

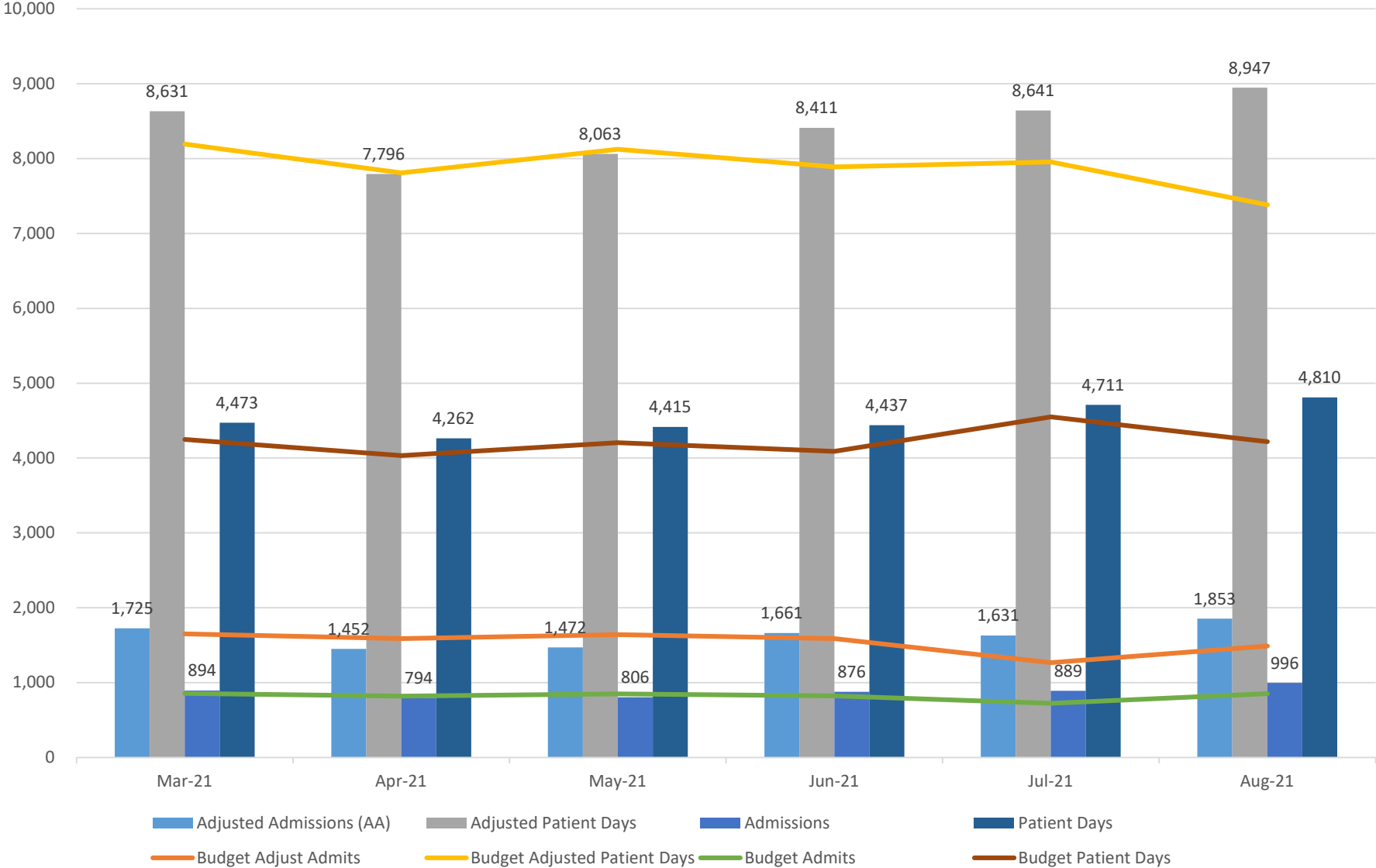


**BOARD OF GOVERNORS' REPORT
KERN MEDICAL – AUGUST 2021**

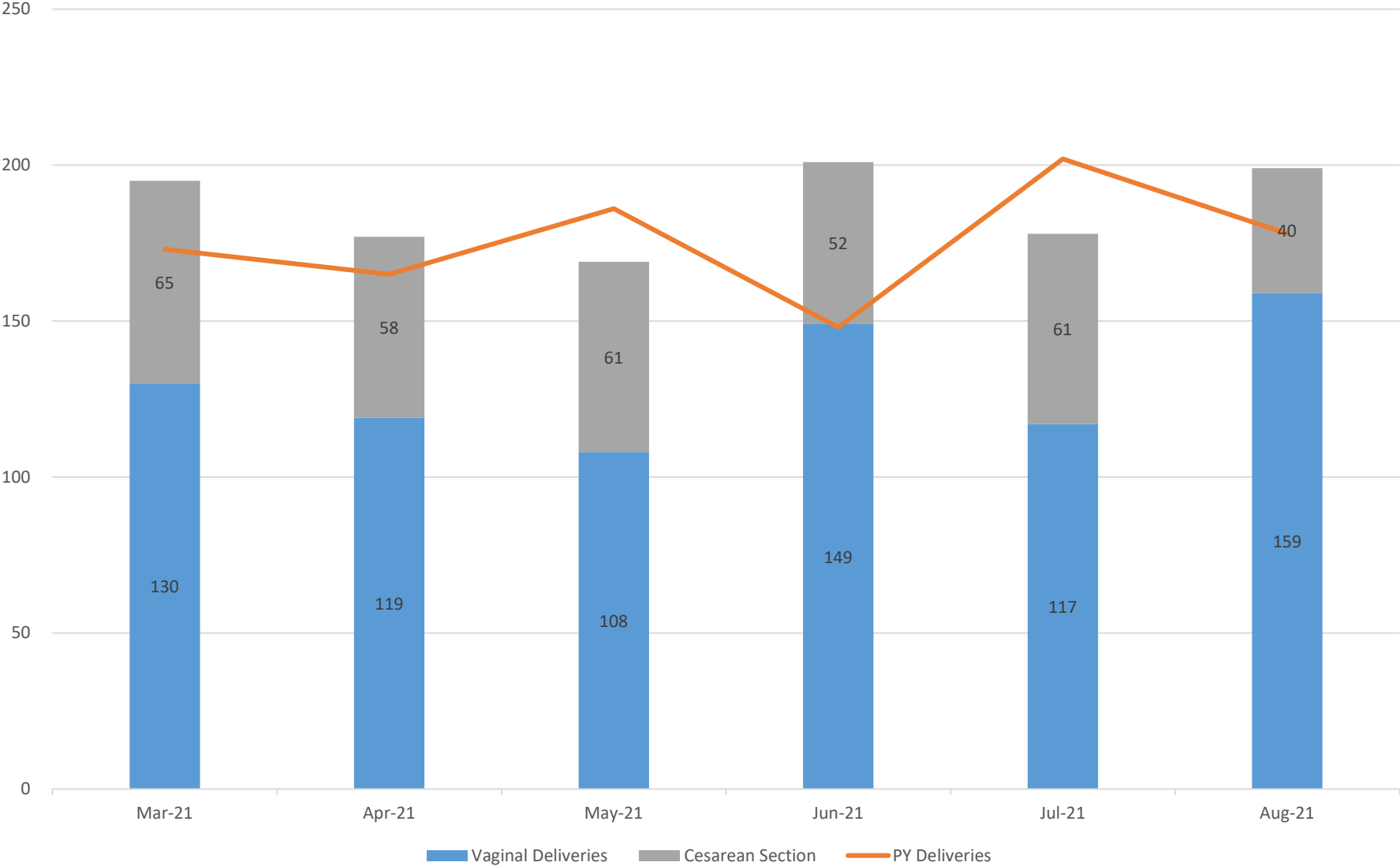
Census & ALOS



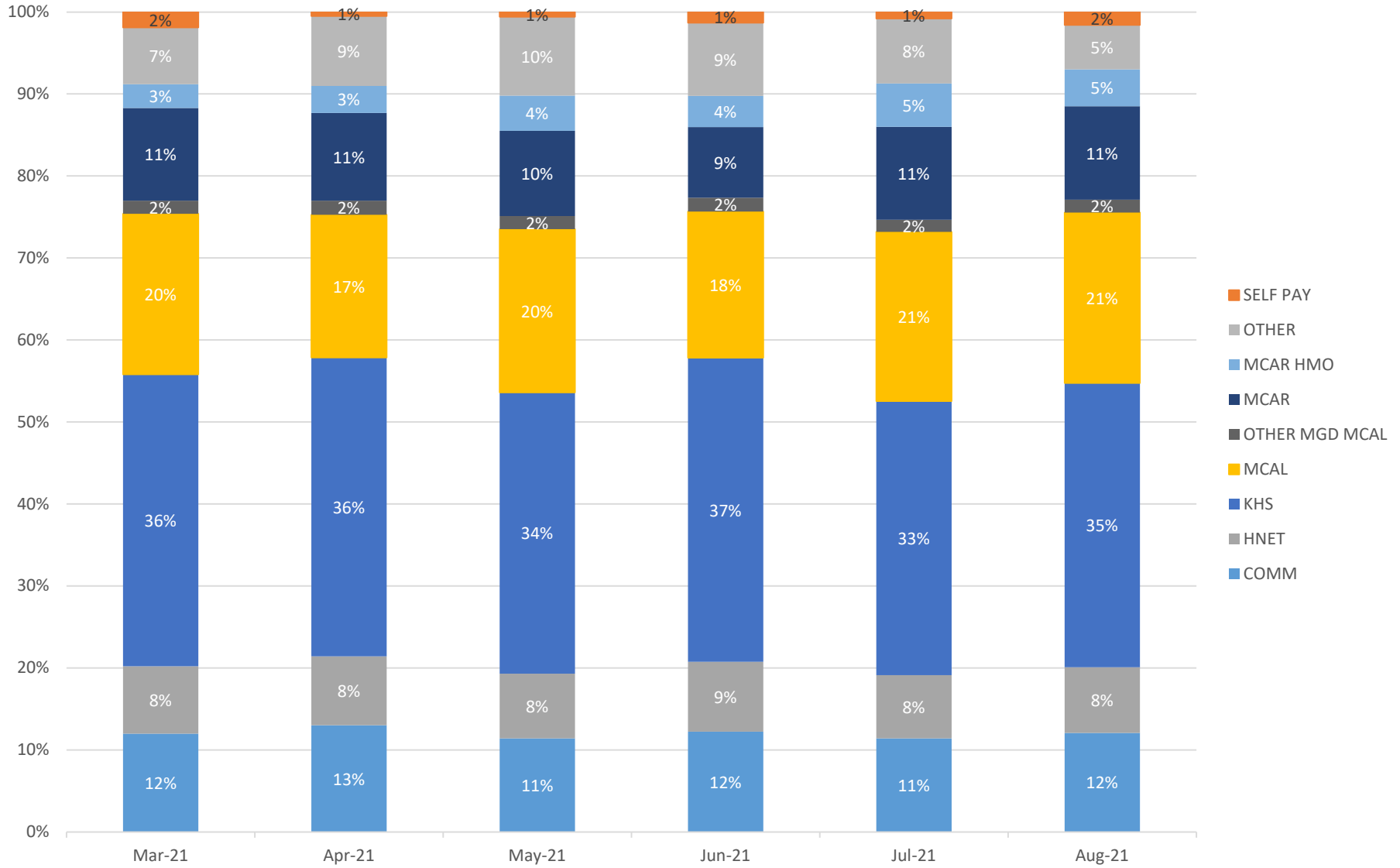
Hospital Volumes



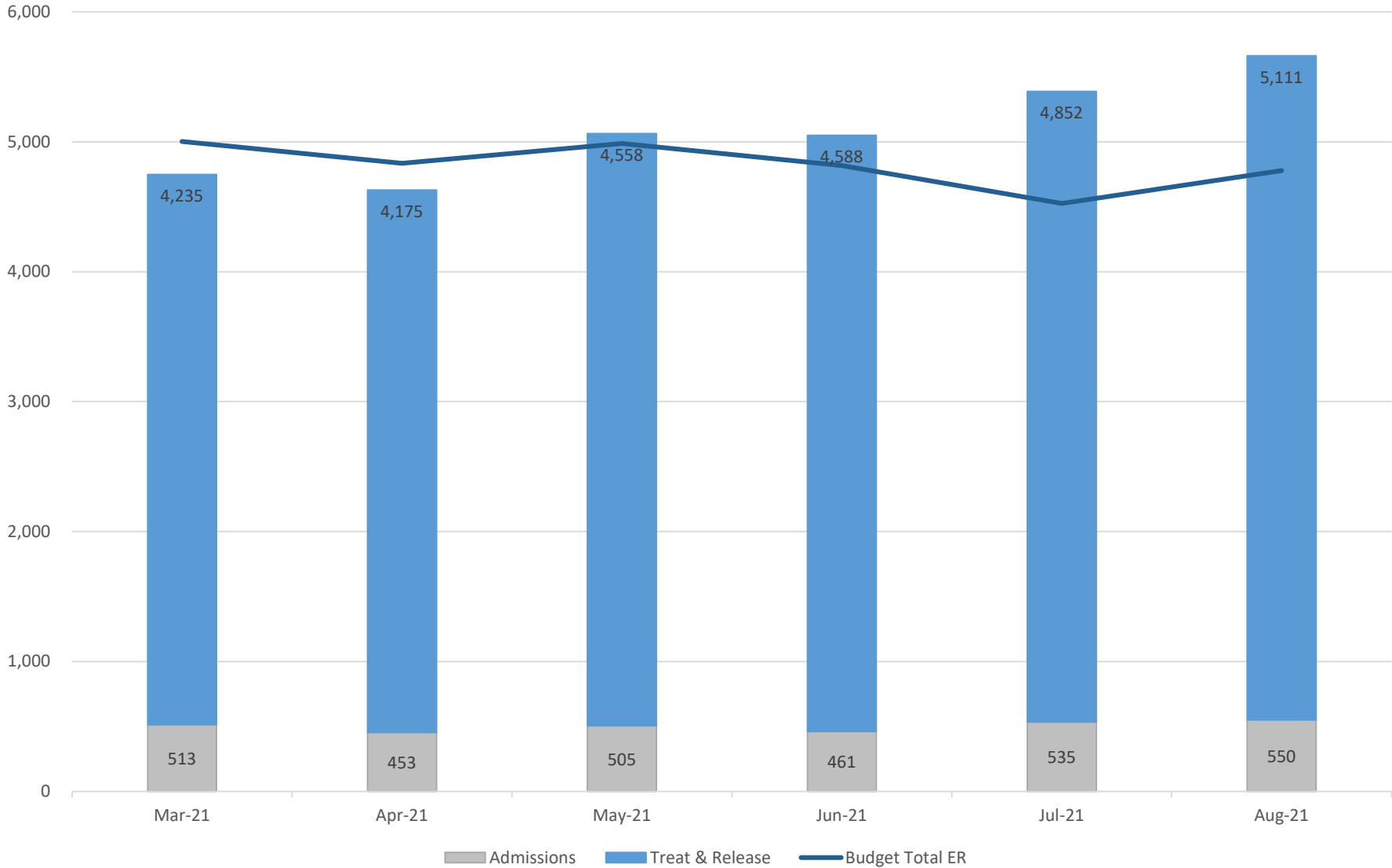
Deliveries



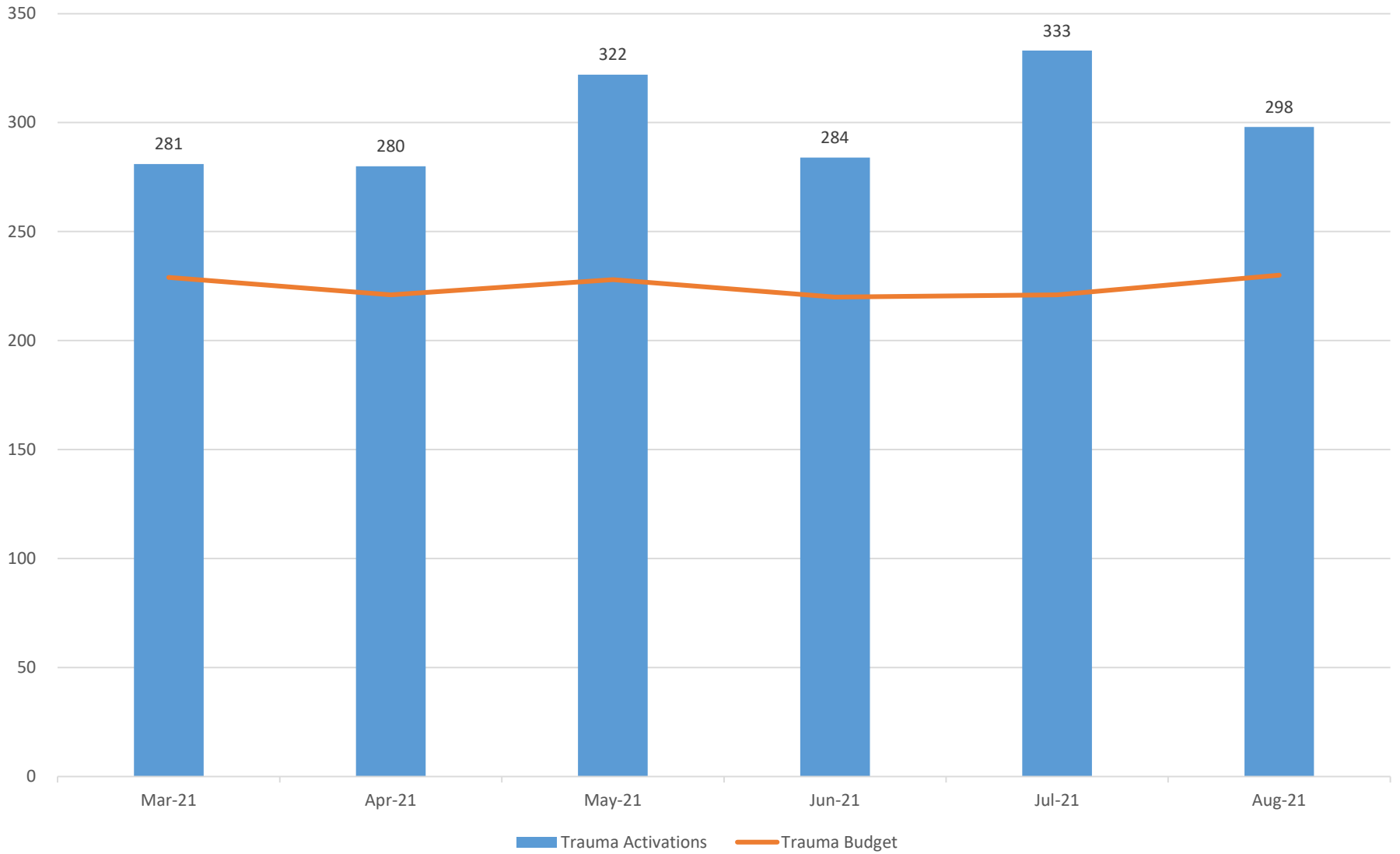
PAYER MIX



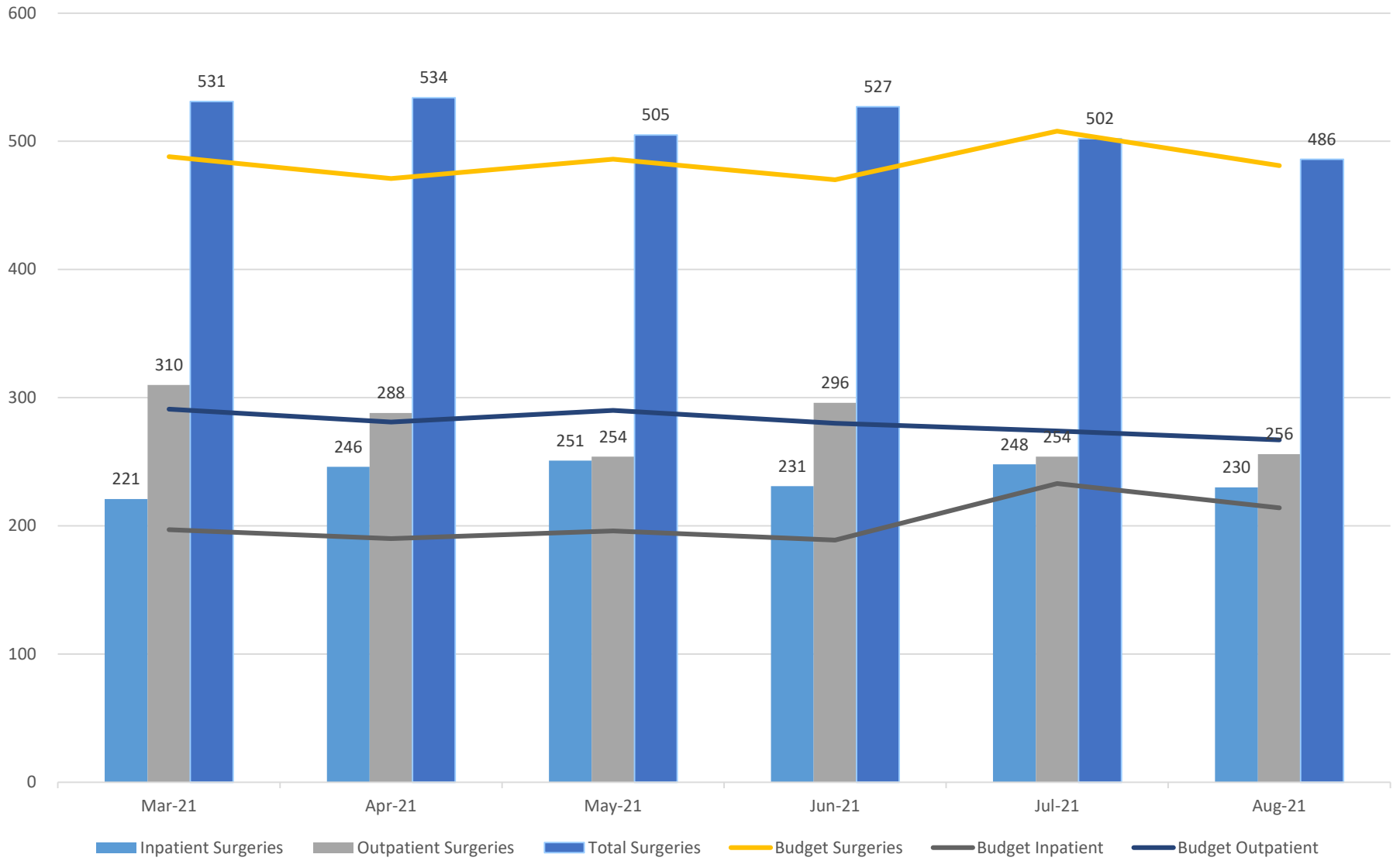
Emergency Room Volume



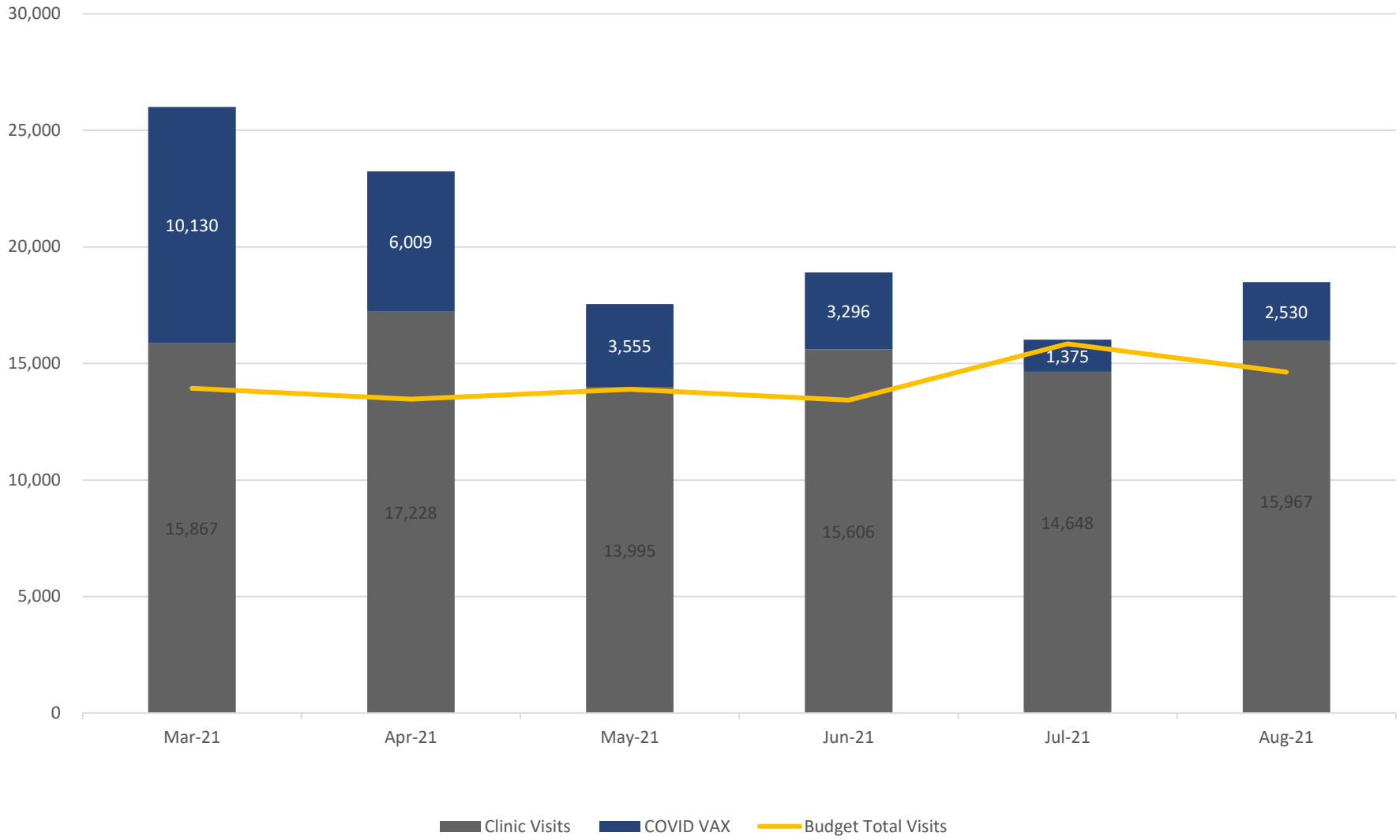
Trauma Activations



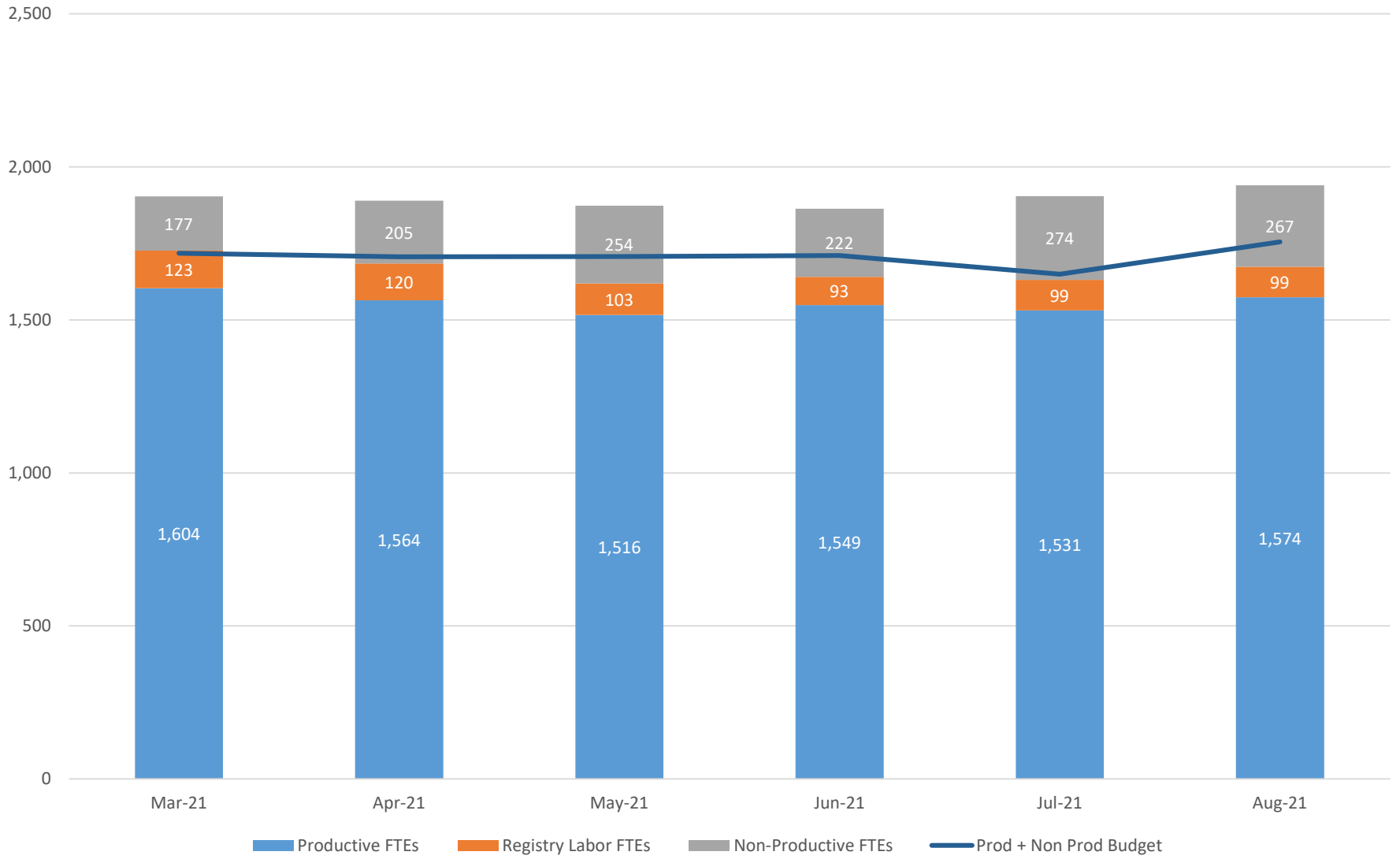
Surgical Volume



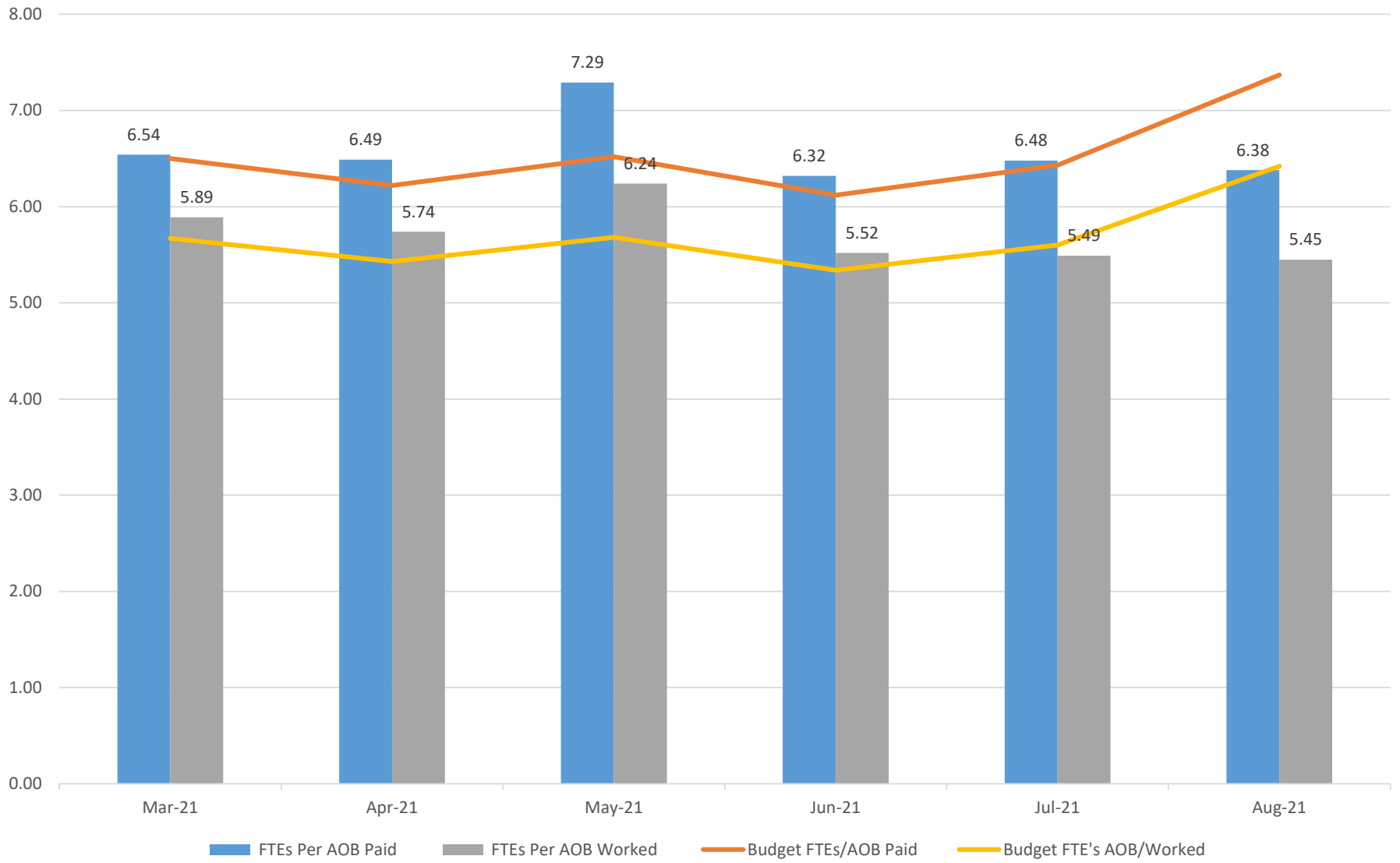
Clinic Visits



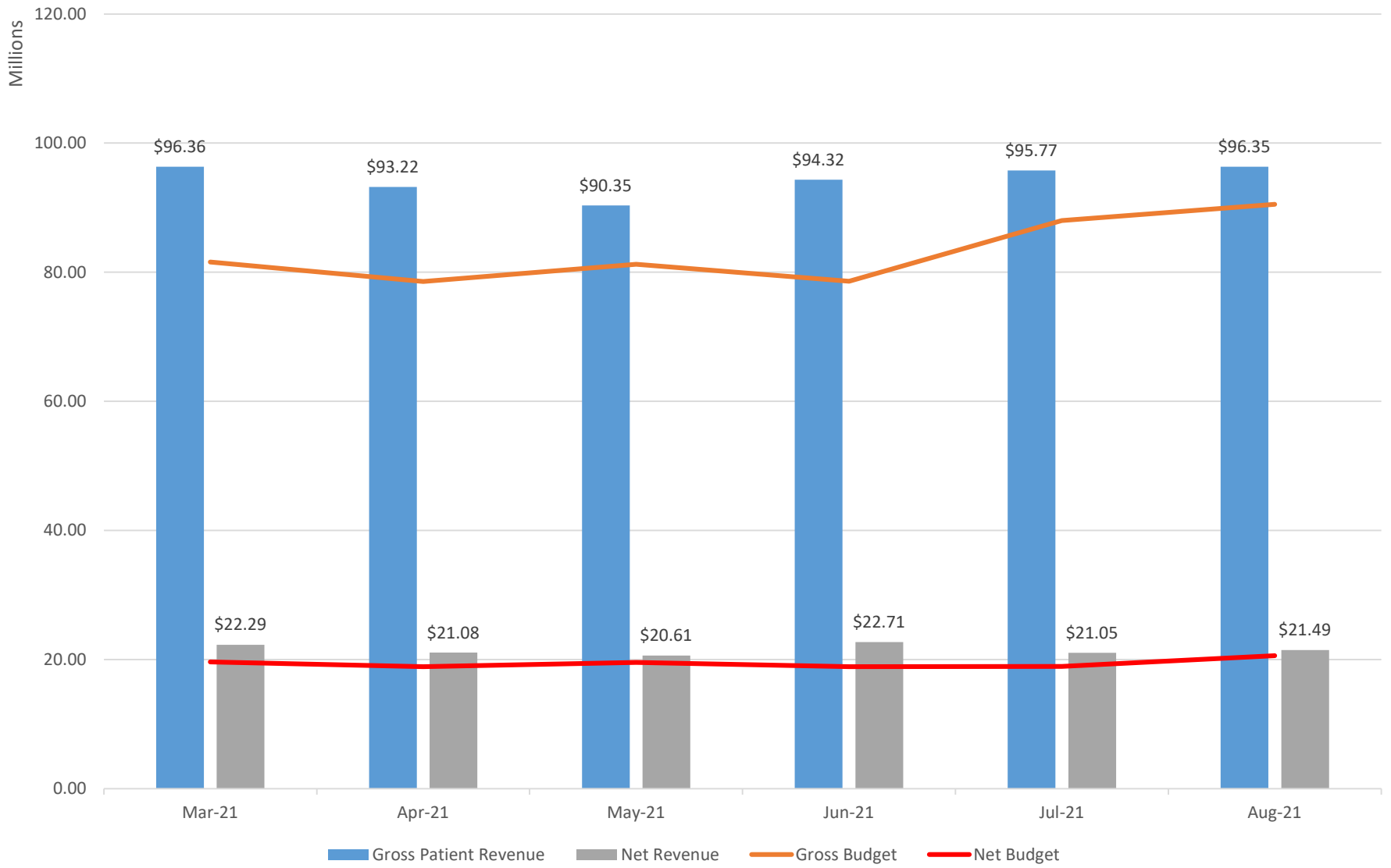
Productivity



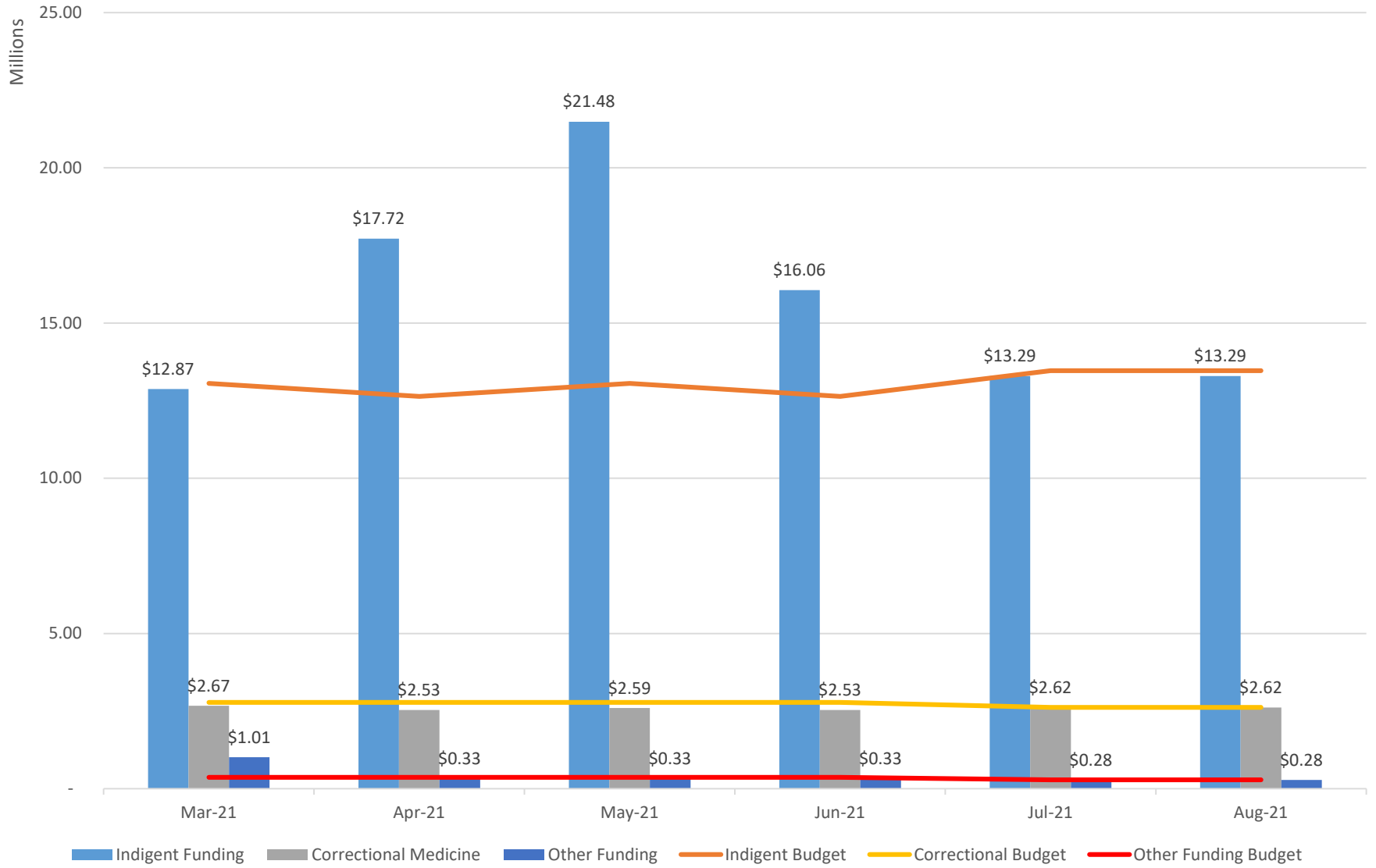
Labor Metrics



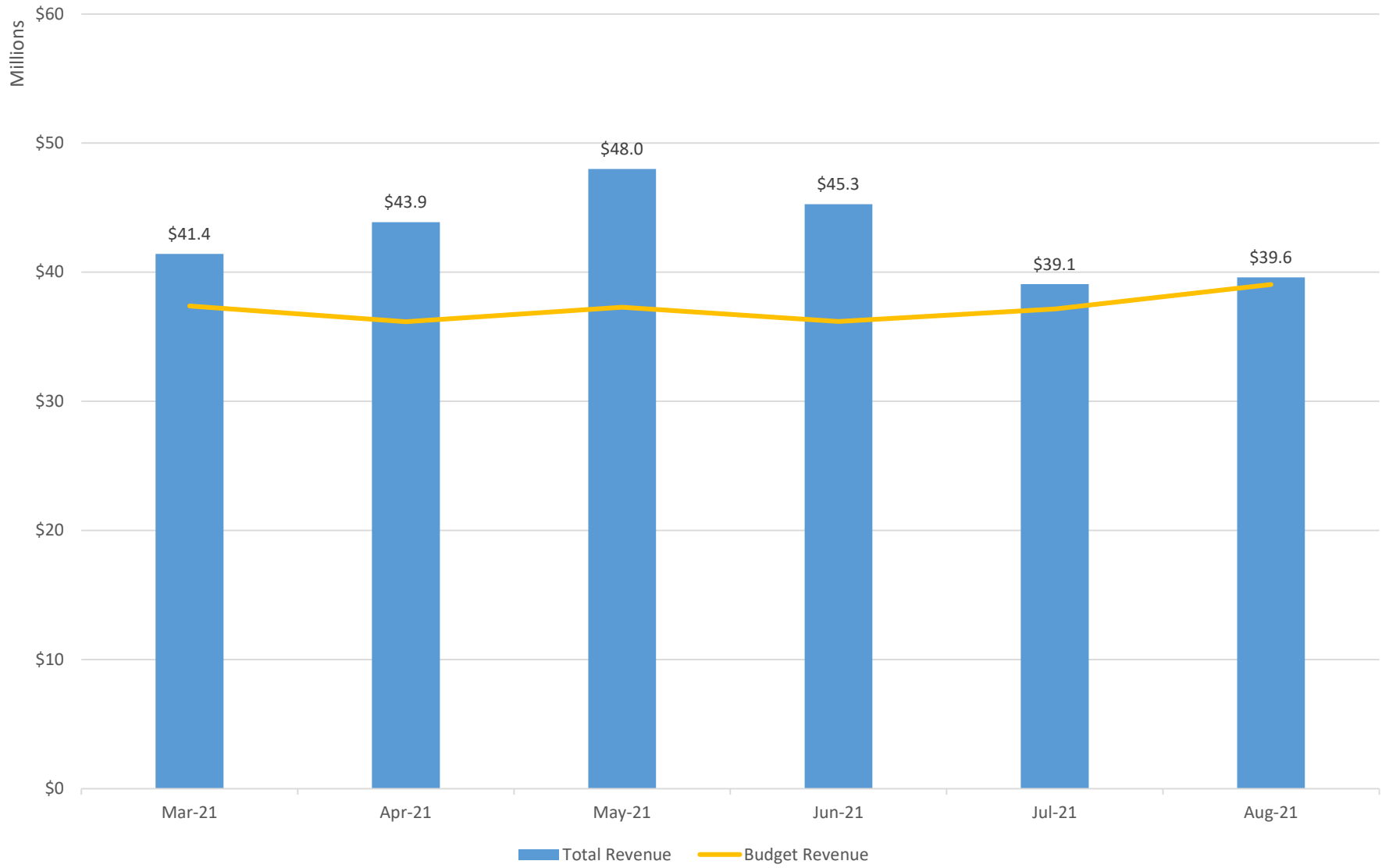
Patient Revenue



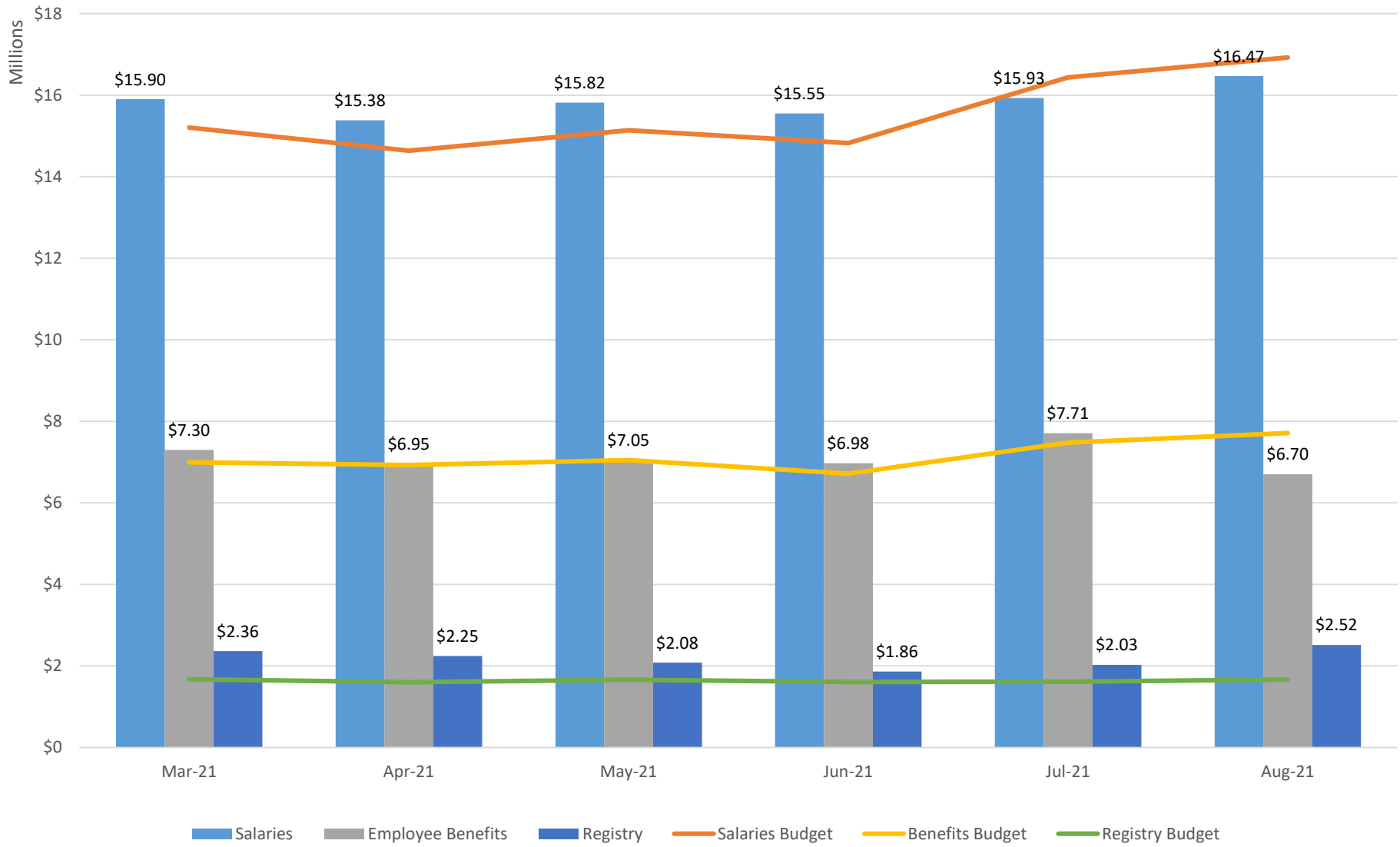
Indigent & Correctional Revenue



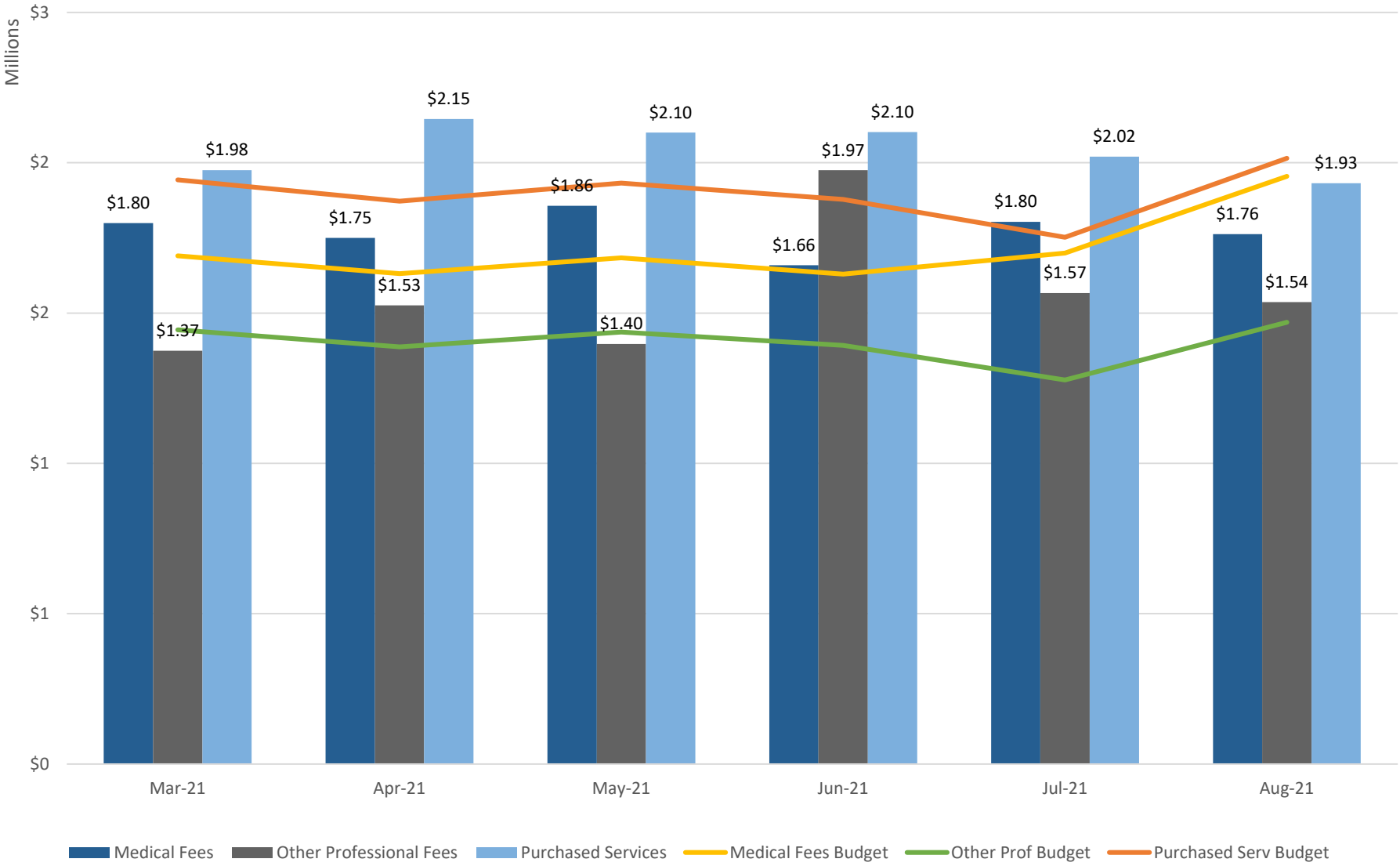
Total Revenue



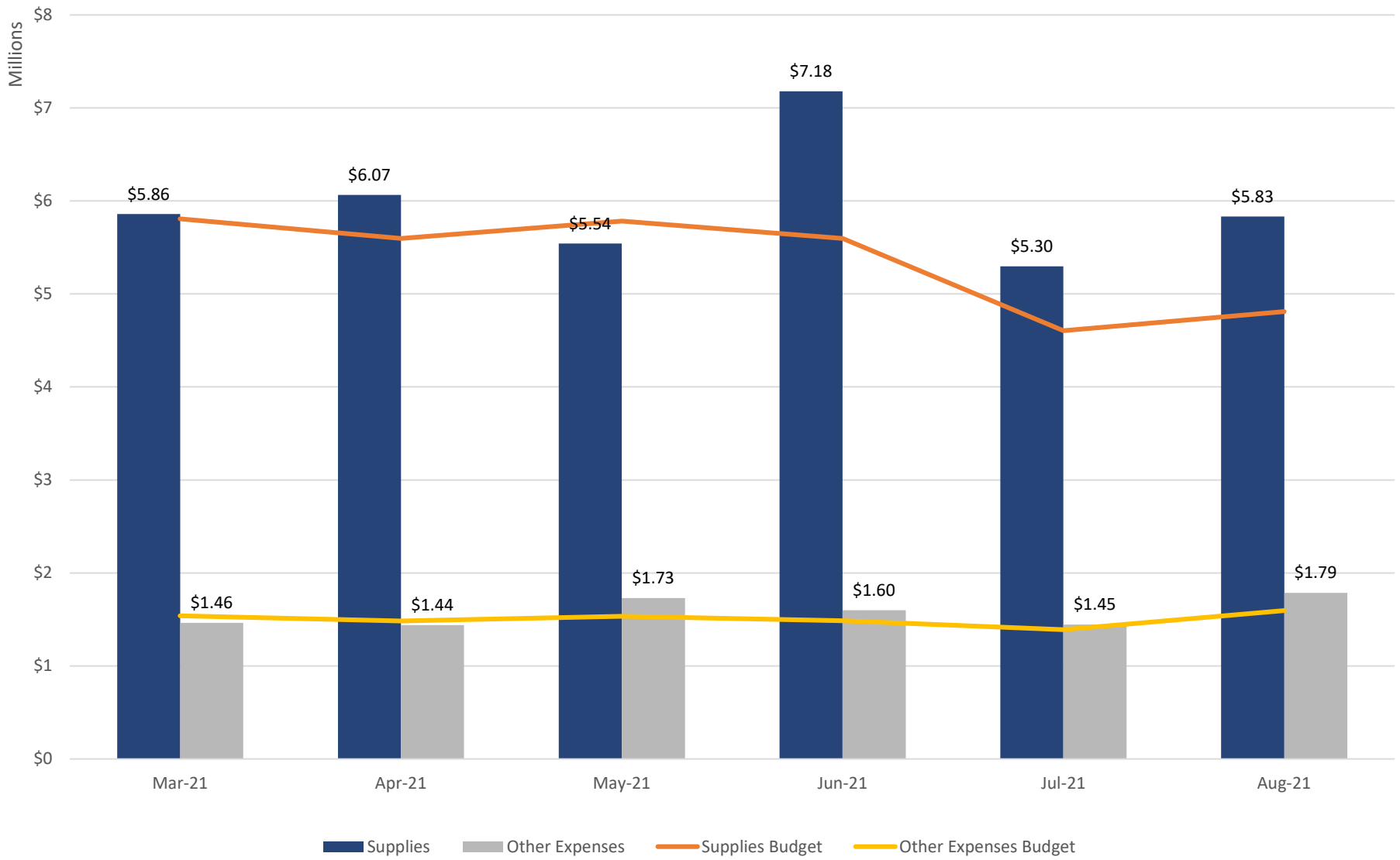
Expenses



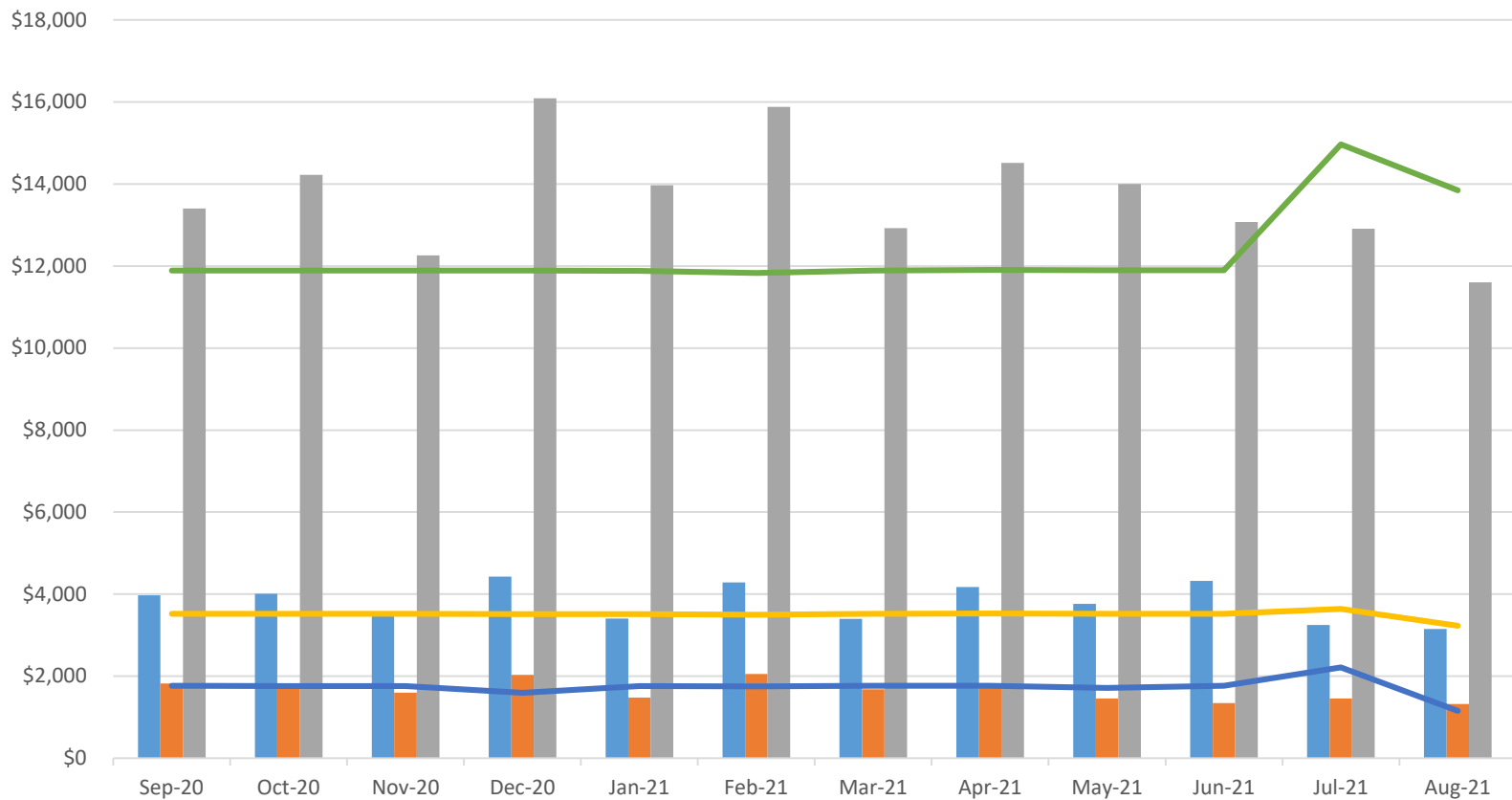
Expenses



Expenses

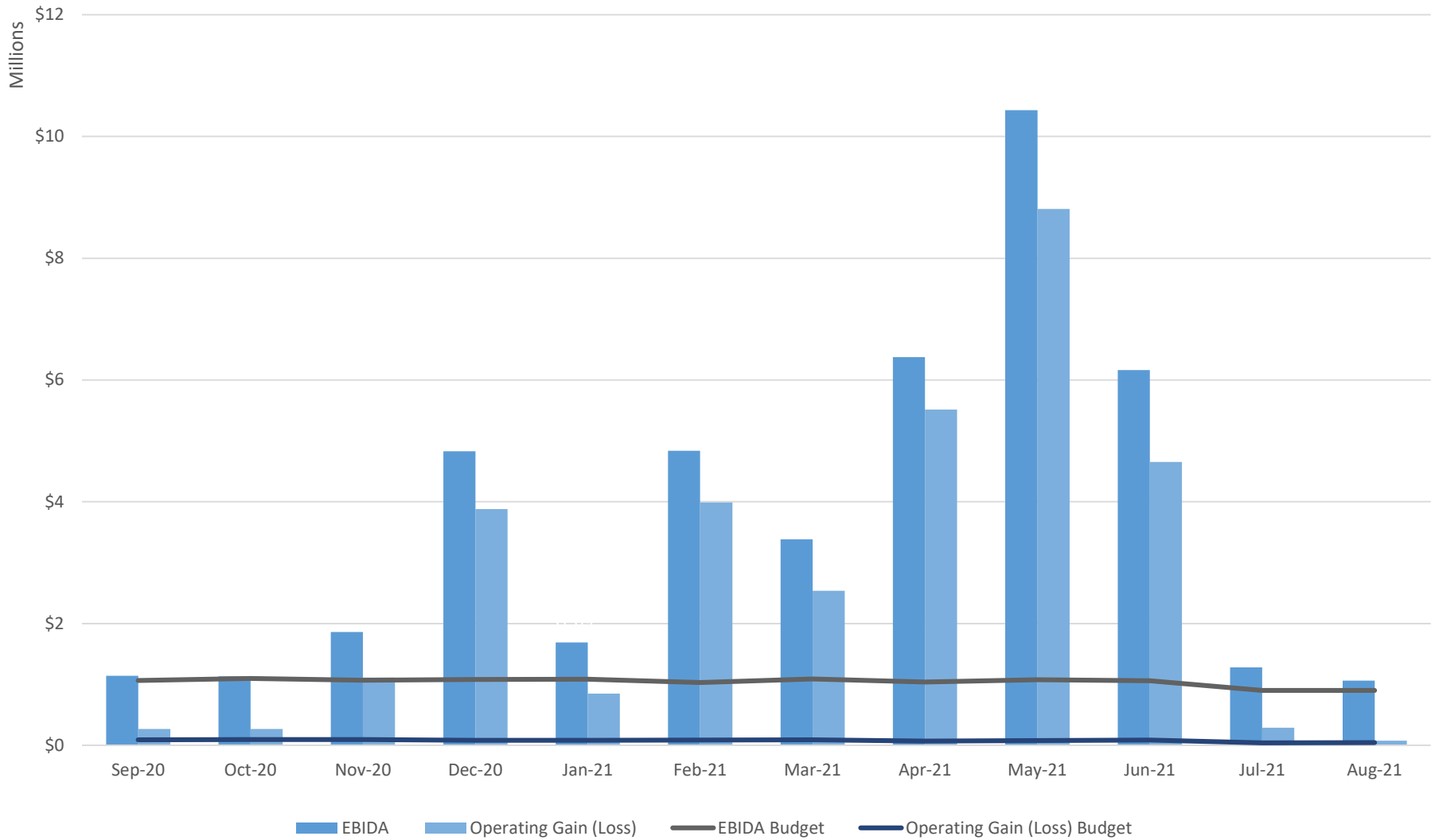


Operating Metrics

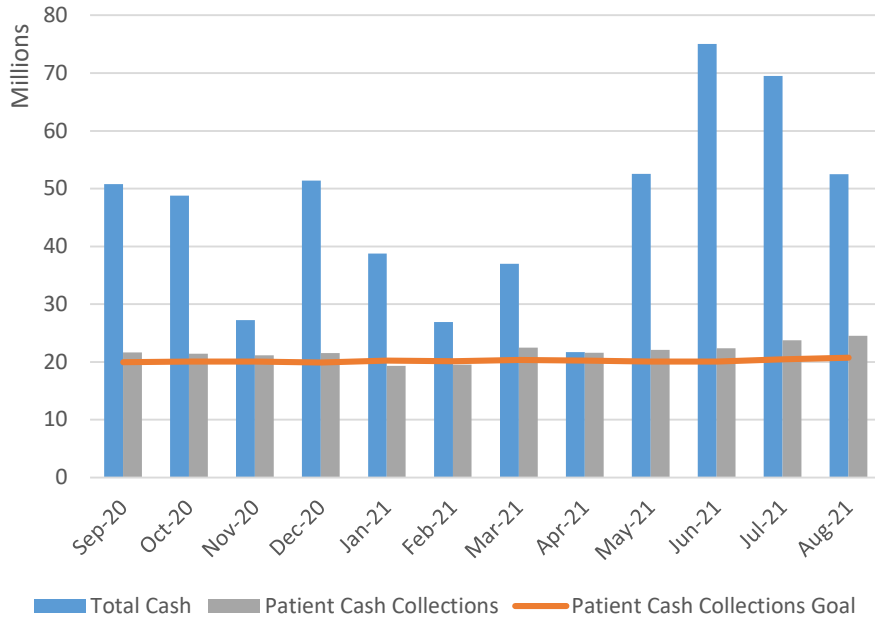


	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21
Supply Expense per AA	\$3,973	\$4,011	\$3,574	\$4,431	\$3,408	\$4,285	\$3,396	\$4,176	\$3,765	\$4,323	\$3,247	\$3,148
Pharm Cost per AA	\$1,823	\$1,735	\$1,597	\$2,028	\$1,481	\$2,050	\$1,678	\$1,809	\$1,458	\$1,345	\$1,457	\$1,319
Net Revenue Per AA	\$13,403	\$14,225	\$12,256	\$16,093	\$13,968	\$15,879	\$12,922	\$14,513	\$13,999	\$13,071	\$12,910	\$11,600
Budget Supp/AA	\$3,520	\$3,517	\$3,519	\$3,516	\$3,511	\$3,501	\$3,518	\$3,526	\$3,522	\$3,522	\$3,641	\$3,229
Budget Pharm/AA	\$1,763	\$1,762	\$1,762	\$1,596	\$1,759	\$1,755	\$1,763	\$1,767	\$1,714	\$1,764	\$2,217	\$1,156
Budget Net Rev/AA	\$11,892	\$11,891	\$11,893	\$11,893	\$11,882	\$11,833	\$11,892	\$11,902	\$11,900	\$11,897	\$14,966	\$13,848

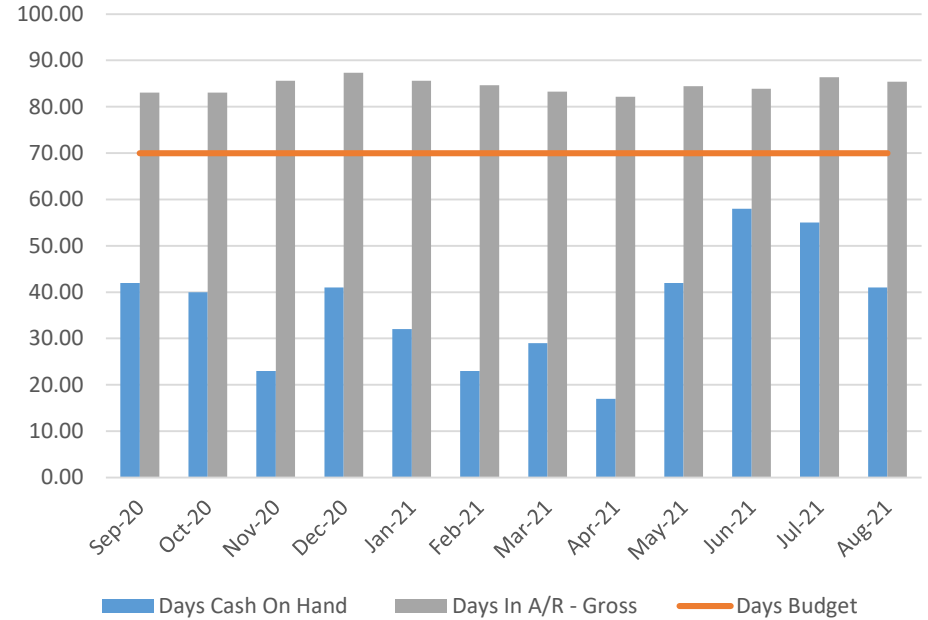
EBIDA 2021 FYTD



Cash 2022 FYTD



AR Days 2021 FYTD



KERN MEDICAL
3-Month Trend Analysis: Revenue & Expense
August 31, 2021

	JUNE	JULY	AUGUST	BUDGET AUGUST	VARIANCE POS (NEG)	PY AUGUST
Gross Patient Revenue	\$ 94,318,326	\$ 95,767,767	\$ 96,350,613	\$ 90,501,143	6%	\$ 86,734,495
Contractual Deductions	(71,613,043)	(74,716,092)	(74,860,203)	(69,881,029)	7%	(67,824,455)
Net Revenue	22,705,283	21,051,675	21,490,410	20,620,114	4.2%	18,910,041
Indigent Funding	16,062,210	13,293,612	13,293,612	13,468,684	(1%)	13,113,661
Correctional Medicine	2,531,665	2,616,667	2,616,667	2,616,667	0%	2,286,247
County Contribution	285,211	282,894	282,894	282,894	0%	285,211
Incentive Funding	41,667	0	0	0	0%	658,527
Net Patient Revenue	41,626,035	37,244,847	37,683,582	36,988,359	1.9%	35,253,686
Other Operating Revenue	3,259,421	1,816,105	1,898,278	1,773,823	7%	1,514,369
Other Non-Operating Revenue	389,271	11,237	15,365	283,903	(95%)	1,445,641
Total Revenue	45,274,726	39,072,190	39,597,226	39,046,084	1%	38,213,696
Expenses						
Salaries	15,549,537	15,928,005	16,465,028	16,923,064	(3%)	15,802,411
Employee Benefits	6,975,207	7,708,993	6,703,683	7,711,964	(13%)	7,243,299
Registry	1,863,763	2,025,318	2,517,340	1,664,899	51%	1,635,450
Medical Fees	1,658,574	1,803,424	1,762,641	1,954,511	(10%)	1,737,889
Other Professional Fees	1,974,856	1,566,540	1,536,384	1,468,978	5%	1,399,280
Supplies	7,389,416	5,295,324	5,831,342	4,808,757	21%	5,514,185
Purchased Services	2,101,592	2,020,501	1,932,025	2,014,668	(4%)	1,832,223
Other Expenses	1,600,455	1,445,733	1,787,156	1,596,703	12%	1,804,098
Operating Expenses	39,113,398	37,793,838	38,535,599	38,143,544	1%	36,968,835
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 6,161,328	\$ 1,278,352	\$ 1,061,626	\$ 902,540	18%	\$ 1,244,860
EBIDA Margin	14%	3%	3%	2%	16%	3%
Interest	156,970	84,680	84,590	138,079	(39%)	120,096
Depreciation	1,106,226	682,784	676,573	466,931	45%	477,535
Amortization	244,190	224,132	224,132	254,168	(12%)	256,257
Total Expenses	40,620,784	38,785,434	39,520,895	39,002,723	1%	37,822,724
Operating Gain (Loss)	\$ 4,653,942	\$ 286,756	\$ 76,331	\$ 43,362	76%	\$ 390,972
Operating Margin	10.3%	0.7%	0.2%	0.11%	74%	1.02%

KERN MEDICAL
Year-to-Date: Revenue & Expense
August 31, 2021

	ACTUAL FYTD	BUDGET FYTD	VARIANCE POS (NEG)	PY FYTD	PY VARIANCE POS (NEG)
Gross Patient Revenue	\$ 192,118,380	\$ 178,490,074	8%	\$ 172,328,008	11%
Contractual Deductions	(149,576,295)	(138,943,953)	8%	(132,697,199)	13%
Net Revenue	42,542,085	39,546,122	8%	39,630,809	
Indigent Funding	26,587,224	26,937,369	(1%)	25,742,912	3%
Correctional Medicine	5,233,333	5,233,333	0%	5,063,330	3.4%
County Contribution	565,787	565,787	0%	570,461	(0.8%)
Incentive Funding	0	0	0%	1,298,753	(100%)
Net Patient Revenue	74,928,429	72,282,611	4%	72,306,265	4%
Other Operating Revenue	3,714,384	3,349,162	11%	2,282,825	63%
Other Non-Operating Revenue	26,603	567,806	(95%)	1,478,509	(98%)
Total Revenue	78,669,416	76,199,579	3%	76,067,599	3%
Expenses					
Salaries	32,393,033	33,360,324	(3%)	31,675,139	2%
Employee Benefits	14,412,676	15,191,046	-5%	14,753,671	(2%)
Registry	4,542,658	3,279,522	39%	3,276,136	38.7%
Medical Fees	3,566,065	3,654,086	(2%)	3,641,963	(2%)
Other Professional Fees	3,102,924	2,746,351	13%	2,589,477	20%
Supplies	11,126,666	9,413,813	18%	10,549,872	5.5%
Purchased Services	3,952,526	3,766,554	5%	3,729,759	6%
Other Expenses	3,232,889	2,986,277	8%	3,557,684	(9%)
Operating Expenses	76,329,437	74,397,974	3%	73,773,701	3%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 2,339,979	\$ 1,801,605	30%	\$ 2,293,898	2%
EBIDA Margin	3%	2%	26%	3%	(1%)
Interest	169,270	276,159	(39%)	288,743	(41%)
Depreciation	1,359,357	933,861	46%	945,841	44%
Amortization	448,265	508,337	(11.8%)	512,515	(13%)
Total Expenses	78,306,328	76,116,331	3%	75,520,799	4%
Operating Gain (Loss)	\$ 363,087	\$ 83,248	336%	\$ 546,799	(34%)
Operating Margin	0%	0.1%	322%	1%	(36%)

**KERN MEDICAL
BALANCE SHEET**

	AUGUST 2021	AUGUST 2020
ASSETS:		
<i>Total Cash</i>	\$ 52,499,010	\$ 11,728,104
Patient Receivables Subtotal	265,933,287	252,955,493
Contractual Subtotal	(227,625,541)	(196,238,381)
<i>Net Patient Receivable</i>	38,307,746	56,717,111
Total Indigent Receivable	140,004,522	158,400,339
Total Other Receivable	11,414,637	11,411,702
Total Prepaid Expenses	6,076,047	4,149,988
Total Inventory	4,331,180	5,874,875
<i>Total Current Assets</i>	252,633,141	248,282,119
Deferred Outflows of Resources	87,863,462	85,573,671
Total Land, Equipment, Buildings and Intangibles	213,675,922	194,569,541
Total Construction in Progress	8,980,837	18,293,459
<i>Total Property, Plant & Equipment</i>	222,656,759	212,863,000
Total Accumulated Depr & Amortization	(127,190,432)	(117,139,789)
<i>Net Property, Plant, and Equipment</i>	95,466,328	95,723,211
<i>Total Long Term Assets</i>	87,863,462	181,296,882
<i>Total Assets</i>	\$ 435,962,931	\$ 429,579,001

**KERN MEDICAL
BALANCE SHEET**

	AUGUST 2021	AUGUST 2020
ASSETS:		
LIABILITIES & EQUITY:		
Total Accounts Payable	\$ 17,276,556	\$ 25,275,232
Total Accrued Compensation	31,175,698	34,218,593
Total Due Government Agencies	35,206,228	34,179,145
Total Other Accrued Liabilities	44,059,426	66,382,506
 <i>Total Current Liabilities</i>	 127,717,908	 160,055,476
 Unfunded Pension Liability	 322,103,797	 307,234,709
Other Long-Term Liabilities	80,914,207	103,115,962
<i>Total Long-Term Liabilities</i>	403,018,004	410,350,671
 <i>Total Liabilities</i>	 530,735,911	 570,406,147
 Fund Balance	 36,714,022	 36,913,884
Retained Earnings	(131,487,002)	(177,741,031)
<i>Total Fund Balance</i>	(94,772,981)	(140,827,146)
 <i>Total Liabilities and Fund Balance</i>	 \$ 435,962,931	 \$ 429,579,001



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

October 20, 2021

Subject: Kern County Hospital Authority Chief Executive Officer Report

Recommended Action: Receive and File

Summary:

The Chief Executive Officer of the Kern County Hospital Authority will provide your Board with a hospital-wide update.

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

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

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on October 20, 2021, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

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

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on October 20, 2021, to consider:

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

**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 October 20, 2021, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

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

**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 October 20, 2021, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

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

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on October 20, 2021, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

 X CONFERENCE WITH LEGAL COUNSEL – FORMALLY INITIATED LITIGATION
(Government Code Section 54956.9(d)(1)) Name of case: Kern County Hospital
Authority, a Governmental entity v. California Department of Corrections and
Rehabilitation, et al., Kern County Superior Court Case No. BCV-20-102979 DRL

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

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on October 20, 2021, to consider:

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