



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, June 21, 2023

11:30 A.M.

BOARD TO RECONVENE

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

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

STAFF RECOMMENDATION SHOWN IN CAPS



PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on May 17, 2023 and special meeting on June 1, 2023 –
APPROVE

CA

- 4) Proposed Sales Order OPT-0453635 to Agreement 2016-36 with Cerner Corporation, an independent contractor, containing nonstandard terms and conditions, for purchase of an interface to integrate the Vision Blood Bank Analyzer Laboratory Instrument, for a term of 60 months, effective June 21, 2023, in an amount not to exceed \$12,100 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN; CHIEF EXECUTIVE OFFICER TO SIGN FOR RECEIPT OF DELIVERY

CA

- 5) Proposed Sales Order OPT-0473201 to Agreement 2016-36 with Cerner Corporation, an independent contractor, containing nonstandard terms and conditions, for purchase of an interface for medical coding, for a term of 60 months, effective July 1, 2023, in an amount not to exceed \$49,590 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN; CHIEF EXECUTIVE OFFICER TO SIGN FOR RECEIPT OF DELIVERY

CA

- 6) Proposed Sales Order OPT-0462928 to Agreement 2016-36 with Cerner Corporation, an independent contractor, containing nonstandard terms and conditions, for purchase of additional electronic prescription licenses, for a term of 36 months, effective June 21, 2023, in an amount not to exceed \$31,068 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed Sales Order OPT-0467771 to Agreement 2016-36 with Cerner Corporation, an independent contractor, containing nonstandard terms and conditions, to upgrade the virtual server to improve the use of electronic prescriptions, at no cost –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Sales Order OPT-0290305 to Agreement 2016-36 with Cerner Corporation, an independent contractor, containing nonstandard terms and conditions, for purchase of an interface into CareAware software, in an amount not to exceed \$1,500 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed Business Associate Agreement with ESO Solutions, Inc., an independent contractor, containing nonstandard terms and conditions, for access to the Kern Medical Center electronic health record in support of trauma site registry, effective June 21, 2023 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed Master Services Agreement with RLDatix North America Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of a policy management subscription service, for a term of 36 months, effective June 21, 2023, in an amount not to exceed \$105,705 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 11) Proposed Quote 2009122709.16 with GE Precision Healthcare, LLC, an independent contractor, for purchase of a 1.5 Tesla Signa Voyager MRI, in an amount not to exceed \$1,327,640, plus applicable taxes –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN FOR DELIVERY

CA

- 12) Proposed Amendment No. 1 to Agreement 030-2022 with Eugene H. Roos, D.O., an independent contractor, for professional medical services in the Department of Radiology from April 1, 2022 through March 31, 2024, decreasing the minimum number of required shifts from 15 to 12, effective July 1, 2023 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 13) Proposed Amendment No. 5 to Agreement 718-2016 with the County of Kern, as represented by the Administrative Office, Kern County Sheriff's Office, and Kern County Probation Department, for the provision of medical services to adult inmates and juvenile detainees at county owned and operated jail facilities, extending the term for one year from July 1, 2023 through June 30, 2024 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 14) Proposed Amendment No. 1 to Agreement 057-2020 with Thyssenkrupp Elevator Corporation, an independent contractor, for design and construction upgrades to the D Wing elevators, increasing the maximum payable by \$96,740, from \$2,325,883 to \$2,244,623, effective June 21, 2023, extending the anticipated completion date to December 2024 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 15) Proposed Agreement with James E. Thompson, Inc., doing business as JTS Construction, an independent contractor, for construction services to install a temporary nurse call system in the Emergency Department, effective June 21, 2023, in an amount not to exceed \$98,450 –
MAKE FINDING THAT THE PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVE; AUTHORIZE CHAIRMAN TO SIGN; AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO SIGN FUTURE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRACT PRICE OF \$98,450

CA

- 16) Proposed Notice to Extend Agreement 03116 with the County of Kern, to lease a portion of the Public Services Building at 2700 “M” Street, Bakersfield, for the period April 20, 2016 through June 30, 2023, extending the term for three years from July 1, 2023 through June 30, 2026, and increasing the maximum payable by \$174,776, from \$2,162,794 to \$2,337,570, to cover the extended term –
APPROVE

CA

- 17) Proposed Agreement with Payground, Inc, an independent contractor, containing nonstandard terms and conditions, for digital patient payment services from June 21, 2023 through June 20, 2027, in an amount not to exceed \$288,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 18) Proposed Second Amendment to Master Agreement 035-2021 with Savista, LLC, an independent contractor, for oncology data management and abstracting services, from July 1, 2021 through June 30, 2023, extending the term for three years from July 1, 2023 through June 30, 2026, and increasing the maximum payable by \$525,000, from \$335,000 to \$860,000, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 19) Proposed renewal and binding of insurance coverages for hospital professional liability, general liability and umbrella/excess liability, workers’ compensation and employers liability, automobile liability, heliport and non-owned aircraft liability, directors and officers liability, employment practices liability, healthcare regulatory liability, crime, privacy and security (cyber) liability, premises pollution liability, underground storage tank liability, employed lawyers professional liability, and fiduciary liability from July 1, 2023 through June 30, 2024, with option to finance selected premiums through PRISM and BankDirect Capital Finance in an amount not to exceed \$1,868,346 –

APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN COMMERCIAL INSURANCE PREMIUM FINANCE AND SECURITY AGREEMENT WITH BANKDIRECT CAPITAL FINANCE

CA

- 20) Proposed Amendment No. 2 to Agreement 23917 with Foundation for Medical Care of Kern County, an independent contractor, for access to provider network services related to the Kern Medical Center self-insured workers' compensation program, for the period July 1, 2017 through June 30, 2023, extending the term for three years from July 1, 2023 through June 30, 2026, and increasing the maximum payable by \$50,000, from \$100,000 to \$150,000, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 21) Proposed Amendment No. 6 to Agreement 2016-030 with Valley Neurosurgery and Neurorestoration Center APC, an independent contractor, for neurological surgery services for the period July 1, 2016 through June 30, 2024, adding payment for mid-level support for daytime, nighttime and holiday call coverage not to exceed 4700 hours per contract year, and increasing the maximum payable by \$564,000, from \$6,058,080 to \$6,622,080, to cover the renewal term from July 1, 2021 through June 30, 2024 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 22) Proposed Amendment No. 1 to Agreement 119-2022 with M. Brandon Freeman, M.D., a contract employee, for professional medical and administrative services in the Department of Surgery from October 22, 2022 through October 21, 2025, revising the compensation for elective cosmetic procedures with no increase in the maximum payable –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 23) Proposed Resolution in the matter Advanced Practice Providers recognizing graduate registered nurse anesthetist as a category of advanced practice provider approved for practice at Kern Medical Center, effective July 1, 2023 –
APPROVE; ADOPT RESOLUTION

CA

- 24) Proposed Statement of Institutional Commitment to Graduate Medical Education in support of residency and fellowship training programs sponsored by Kern Medical Center, as required by Accreditation Council for Graduate Medical Education from July 1, 2023 through June 30, 2028 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 25) Proposed approval of the Kern Medical Center Policy and Procedures Manual –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN SIGNATURE PAGE

CA

- 26) Proposed Kern County Hospital Authority Organizational Chart effective June 21, 2023 –
APPROVE

- CA
27) Proposed retroactive Amendment No. 1 to Memorandum of Understanding 062-2021 with Kern Behavioral Health and Recovery Services, an independent contractor, for mental health services, for the period July 1, 2022 through June 30, 2024, to revise the Maximum Funding Schedule –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- CA
28) Proposed retroactive Amendment No. 2 to Memorandum of Understanding 062-2021 with Kern Behavioral Health and Recovery Services, an independent contractor, for mental health services, for the period July 1, 2022 through June 30, 2024, to include transportation, credentialing, and ECT services, effective December 6, 2022 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- CA
29) Proposed Healthcare Master Agreement with Nuance Communications, Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of Powerscribe 360 software and hardware for the Department of Radiology from July 1, 2023 through June 30, 2024, in an amount not to exceed \$18,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- CA
30) Proposed Amendment No. 8 to the Managed Services Agreement 472-2009 with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc., an independent contractor, for dietary and nutrition services for the period June 27, 2009 through June 30, 2023, extending the term for one month from July 1, 2023 through July 31, 2023, and increasing the maximum payable by \$246,757, from \$14,575,299 to \$14,822,056, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- 31) Kern County Hospital Authority Chief Financial Officer report –
RECEIVE AND FILE
- 32) Kern County Hospital Authority Chief Executive Officer report –
RECEIVE AND FILE
- CA
33) Monthly report on What's Happening at Kern Medical Center –
RECEIVE AND FILE
- CA
34) Miscellaneous Correspondence –
RECEIVE AND FILE
- CA
35) Claims and Lawsuits Filed as of May 31, 2023 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 36) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 37) 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 –
- 38) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Brian Snellgrove and Jennifer Snellgrove v. Kern County Hospital Authority, and DOES 1 through 100, Inclusive, Kern County Superior Court No. BCV-20-102881-TSC –
- 39) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) –
- 40) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(e)(3)) Number of cases: Three (3) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: The receipt of a claim pursuant to the Government Claims Act or some other written communication from a potential plaintiff threatening litigation, which non-exempt claim or communication is available for public inspection –
- 41) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2) & (e)(2)) 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, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the Authority and that are known to a potential plaintiff or plaintiffs. Facts and circumstances are as follows: Meridian Healthcare Partners, Inc. –
- 42) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521, Charging Party, v. Kern County Hospital Authority, Respondent, Public Employment Relations Board Case No. LA-CE-1580-M –
- 43) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/ Respondents, Kern County Superior Court Case No. BCV-22-101782 JEB –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, JULY 19, 2023 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.

34) MISCELLANEOUS CORRESPONDENCE AS OF MAY 17, 2023 –

- A) Correspondence received May 17, 2023, from Beverly Kelpen concerning questions and comments related to Agenda Item 13 for the May 17, 2023 Board Meeting (referred to Board of Governors)
- B) Correspondence received May 17, 2023, from Sydnee Galusha concerning questions and comments related to Agenda Item 13 for the May 17, 2023 Board meeting (referred to Board of Governors)

35) CLAIMS AND LAWSUITS FILED AS OF MAY 31, 2023 –
RECEIVE AND FILE

- A) Claim in the matter of Fayth Jones
- B) Summons and Complaint in the matter of Celina Marquez Rivas and Juan Fernando Garcia on their own behalf and on the behalf of the Estate of Casandra Garcia Marquez, decedent, Plaintiff, v. Kern County Hospital Authority, operating and known as Kern Medical; Emma Holt, MD, Resident; Chezhiyan Murugesan, MD; Vivette Williams, RN; Omni Family Health; Juan Lopez, MD; and Does 1 through 100, inclusive, Defendants, Kern County Superior Court Case No. BCV-22-103064
- C) Service Employees International Union, Local 521, Charging Party, v. Kern County Hospital Authority, Respondent, Public Employment Relations Board Case No. LA-CE-1648-M



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

**Regular Meeting
Wednesday, May 17, 2023**

11:30 A.M.

BOARD RECONVENED

Board Members: Alsop, Berjis, Bigler, Brar, McLaughlin, Pelz, Pollard
Roll Call: 6 Present; 1 Absent - Brar

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

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

BOARD ACTION SHOWN IN CAPS

PUBLIC PRESENTATIONS

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

LARONDA DILLARD SMITH, RN, ICU, HEARD REGARDING SUPPORT FOR COWORKER CHRISTOPHER HARKINS; MS. DILLARD SMITH PRESENTED CHIEF EXECUTIVE OFFICER SCOTT THYGERSON WITH A BANNER SIGNED BY OVER 100 EMPLOYEES WHO SUPPORT REINSTATEMENT OF MR. HARKINS TO HIS POSITION IN THE EMERGENCY DEPARTMENT; MS. DILLARD SMITH ASKED THE BOARD TO LOOK INTO THE DECISION TO TRANSFER MR. HARKINS FROM THE EMERGENCY DEPARTMENT TO AN OUTPATIENT CLINIC, WHEN THE EMERGENCY DEPARTMENT IS SHORT STAFFED; MR. THYGERSON THANKED MS. DILLARD SMITH FOR THE BANNER AND HER COMMENTS

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) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on April 19, 2023 –
APPROVED
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 4) Proposed reappointment of Director Stephen Pelz to the Kern County Hospital Authority Board of Governors, term to expire June 30, 2026 –
REFERRED TO KERN COUNTY BOARD OF SUPERVISORS TO MAKE APPOINTMENT
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 5) Proposed Amendment No. 3 to Agreement 06222 with Tri M. Ngo, M.D., an independent contractor, for professional medical services in the Department of Radiology, for the period January 3, 2022 through January 2, 2024, increasing the maximum payable by \$1,000,000, from \$750,000 to \$1,750,000, to cover the term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 058-2023
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 6) Proposed Engagement Letter and Professional Services Agreement with Moss Adams LLP, an independent contractor, regarding the audit of Kern County Hospital Authority Deferred Compensation Plan for Physician Employees financial statements and net assets available for benefits as of December 31, 2021 and 2022, in an amount not to exceed \$55,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 059-2023
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 7) Proposed Non-State Entity Service Policy and Agreement for California Network and Telecommunications Program (CALNET) with the California Department of Technology, an independent contractor, for continued participation in the NextGen CALNET program, from May 17, 2023 through May 16, 2027, in an amount estimated not to exceed \$2,000,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 060-2023; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN ANY NECESSARY SUBCONTRACT DOCUMENTS
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 8) Proposed retroactive Master Agreement with FinThrive Revenue Systems, LLC, an independent contractor, containing nonstandard terms and conditions, for professional services providing revenue cycle proof of concept from July 1, 2021 through June 30, 2027 –
APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 061-2023
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 9) Proposed Amendment No. 1 to Master Software and Services Agreement 025-2023 with 3M Health Information Systems, Inc., an independent contractor, for the period August 28, 2023 through August 27, 2028, adding a case management interface to the Electronic Health Record, as required by the state of California, increasing the maximum payable by \$163,473, from \$3,546,763 to \$3,710,236, to cover the term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 062-2023
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 10) Proposed Service Contract with Sciton, Inc., an independent contractor, containing nonstandard terms and conditions, for laser device repairs, in an amount not to exceed \$22,454 for a term of one-year, effective May 17, 2023 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 063-2023
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 11) Proposed appointments of Kristi Brownfield as Director of Infection Prevention and Tuesday Ochoa as Infection Preventionist –
MADE APPOINTMENTS
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

CA

- 12) Proposed Mayfield 2 Cranial Stabilization System IntegraLink Protection Service Agreement with Integra LifeSciences Sales, LLC, an independent contractor, containing nonstandard terms and conditions, for purchase of a Mayfield headrest for craniotomy procedures, effective May 17, 2023, in an amount not to exceed \$35,532 plus applicable tax –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 064-2023
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

- 13) Report on Kern Medical Center Nurse Staffing and Recruitment –
RECEIVED AND FILED
Berjis-McLaughlin: 6 Ayes; 1 Absent - Brar

- 14) Report on Kern Medical Center Information Technology –
RECEIVED AND FILED
Pelz-Pollard: 6 Ayes; 1 Absent - Brar
- 15) Kern County Hospital Authority Chief Financial Officer report –
RECEIVED AND FILED
Alsop-McLaughlin: 6 Ayes; 1 Absent - Brar
- 16) Proposed Kern County Hospital Authority operating and capital budget for Fiscal Year 2023-2024 –
APPROVED; REFERRED TO KERN COUNTY BOARD OF SUPERVISORS FOR APPROVAL
Pelz-Pollard: 6 Ayes; 1 Absent - Brar
- 17) Kern County Hospital Authority Chief Executive Officer report –
RECEIVED AND FILED
Berjis-Pollard: 6 Ayes; 1 Absent - Alsop
- CA
18) Monthly report on What's Happening at Kern Medical Center –
RECEIVED AND FILED
Berjis-Pelz: 6 Ayes; 1 Absent - Brar
- CA
19) Miscellaneous Correspondence –
RECEIVED AND FILED
Berjis-Pelz: 6 Ayes; 1 Absent – Brar
- CA
20) Claims and Lawsuits Filed as of April 30, 2023 –
RECEIVED AND FILED
Berjis-Pelz: 6 Ayes; 1 Absent - Brar

ADJOURNED TO CLOSED SESSION
Alsop-Pelz

CLOSED SESSION

- 21) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 22) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – SEE RESULTS BELOW
- 23) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – SEE RESULTS BELOW

- 24) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – SEE RESULTS BELOW
- 25) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521, Charging Party, v. Kern County Hospital Authority, Respondent, Public Employment Relations Board Case No. LA-CE-1580-M – SEE RESULTS BELOW
- 26) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/ Respondents, Kern County Superior Court Case No. BCV-22-101782 JEB – SEE RESULTS BELOW
- 27) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes, and designated staff - Unrepresented Employee: Chief Executive Officer (Government Code Section 54957.6) – SEE RESULTS BELOW
- 28) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes, and designated staff - Unrepresented Employee: Chief Financial Officer (Government Code Section 54957.6) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION
Pelz-Pollard

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 21 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 ALSOP, SECOND BY DIRECTOR BERJIS; 1 ABSENT - BRAR) THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, RELEASE OF PROCTORING, REQUEST FOR ADDITIONAL PRIVILEGES; REQUEST CHANGE IN STAFF STATUS; VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item No. 22 concerning Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 23 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 24 concerning PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 25 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521, Charging Party, v. Kern County Hospital Authority, Respondent, Public Employment Relations Board Case No. LA-CE-1580-M – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 26 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/ Respondents, Kern County Superior Court Case No. BCV-22-101782 JEB – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 27 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes, and designated staff - Unrepresented Employee: Chief Executive Officer (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 28 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes, and designated staff - Unrepresented Employee: Chief Financial Officer (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, JUNE 21, 2023 AT 11:30 A.M.

Pollard

/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
Thursday, June 1, 2023

11:30 A.M.

BOARD RECONVENED

Board Members: Alsop, Berjis, Bigler, Brar, McLaughlin, Pelz, Pollard
Roll Call: 6 Present; 1 Absent - Brar

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

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

BOARD ACTION SHOWN IN CAPS

NOTE: Director Brar joined the meeting immediately following the roll call.

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

ADJOURNED TO CLOSED SESSION
Pelz-Berjis

CLOSED SESSION

- 3) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521, Charging Party, v. Kern County Hospital Authority, Respondent, Public Employment Relations Board Case No. LA-CE-1580-M – SEE RESULTS BELOW
- 4) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/ Respondents, Kern County Superior Court Case No. BCV-22-101782 JEB – SEE RESULTS BELOW
- 5) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(4)) Number of cases: One (1) Based on facts and circumstances, the Board of Governors has decided to initiate or is deciding whether to initiate litigation – SEE RESULTS BELOW
- 6) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(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

RECONVENED FROM CLOSED SESSION
Alsop-Pollard

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 3 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521, Charging Party, v. Kern County Hospital Authority, Respondent, Public Employment Relations Board Case No. LA-CE-1580-M – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 4 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/ Respondents, Kern County Superior Court Case No. BCV-22-101782 JEB – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 5 concerning CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(4)) Number of cases: One (1) Based on facts and circumstances, the Board of Governors has decided to initiate or is deciding whether to initiate litigation – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 6 concerning CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(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

ADJOURNED TO WEDNESDAY, JUNE 21, 2023, AT 11:30 A.M.

Pollard

/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**

June 21, 2023

Subject: Proposed Cerner Sales Order OPT-0453635 to the Cerner Business Agreement (2016-36) with Cerner Corporation for the purchase of shared computing services for the integration of the Vision Blood Bank Analyzer Laboratory Instrument

Recommended Action: Approve; Authorize Chairman to sign and the Chief Executive Officer to sign receipt of delivery

Summary:

Kern Medical requests that your Board approve the proposed Cerner Sales Order OPT-0453635 for shared computing services, with a one-time fee of \$3,000 and maintenance fees of \$123 per month paid over 60 months. The total cost would not exceed \$12,100 over the term of the contract.

Cerner will provide professional services and shared computing services for the CareAware iBus for Laboratory Medical Device Integration used to support the Vision Blood Bank Analyzer Laboratory Instrument. Completion of these services will provide for the digital communication of orders and results to and from the instrument and into the electronic health record, therefore eliminating the current manual entry.

Counsel is unable to approve as to form due to non-standard terms which include the auto-renewal of the term and unknown third-party terms. Efforts were made to negotiate with the vendor, but to no avail.

Even with the non-standard terms, this purchase is the most efficient method to integrate this laboratory process into the electronic health record, therefore, it is recommended that your Board approve the proposed Sales Order OPT-0453635 with Cerner Corporation for the purchase of shared computing services for the integration of the Vision Blood Bank Analyzer Laboratory Instrument, with a maximum payable of \$12,100, for a term of sixty (60) months beginning on the June 21, 2023, authorize the Chairman to sign and the Chief Executive Officer to receive delivery.



CERNER SALES ORDER

This Cerner Sales Order is made on December 09, 2022 ("Effective Date"), between

Kern County Hospital Authority ("Client")

a local unit of government with its principal place of business at

1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States
Telephone: (661) 326-2000

and **Cerner Corporation ("Cerner")**

a Delaware corporation with its principal place of business at

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Jordan Russell
+1 816 906 2094
jordan.russell@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36), dated July 01, 2016, between Client and Cerner (the "Agreement"). If the total fees due from Client for products and services set forth in this Cerner Sales Order are US \$250,000 or less, then Client's submission of a Purchase Order referencing this Cerner Sales Order shall be deemed Client's confirmation of agreement to the terms and conditions of the Agreement, regardless of whether this Cerner Sales Order is signed by Client.

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions.

KERN COUNTY HOSPITAL AUTHORITY

Authorized signatory: _____

(signature)

Russell Bigler

(printed name)

Title: Chairman, Board of Governors

CERNER CORPORATION

Authorized signatory: _____

Teresa Waller

Title: Sr Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

REVIEWED ONLY
NOT APPROVED AS TO FORM

By
Legal Services Department



Kern County Hospital Authority
OPT-0453635_Q-172793.1_LA-0000330868
December 9, 2022



CERNER SALES ORDER

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Shared Computing Services	--	123.00
PROFESSIONAL SERVICES		
Fee for Service	3,000.00	--
TOTALS:	3,000.00	123.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until May 31, 2023. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Annually beginning on the Effective Date

AS-INCURRED FEES		
Description	Percent (%) Of Total Due	Payment Due
Professional Services: Fee for Service	100%	Monthly in arrears

TERM AND TERMINATION

Other Services. Unless otherwise set forth herein, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on the Effective Date and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

Renewal. Unless otherwise set forth herein, at the end of the applicable term, each recurring Service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant Service no less than 60 days prior to the expiration of the applicable then-current term.

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of any increase in the fees shall not exceed the previous calendar year's percentage increase in CPI, plus 1% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.



Kern County Hospital Authority
OPT-0453635_Q-172793.1_LA-0000330868
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CERNER SALES ORDER

SOLUTIONS

SHARED COMPUTING SERVICES

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Term (Mo.)	Monthly Range	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit Monthly Expansion Fees
CI-400500	CareAware iBus for Laboratory Medical Device Integration **	Devices	1	60	1-60	--	123	SD100565_04	--	--	175.00
TOTAL:						--	123	--	--	--	--

** This is an Interoperability Element subject to the 21st Century Cures Act. All available allowances have been applied.

PROFESSIONAL SERVICES

FEE FOR SERVICE

Service Project Detail	Role	Hourly Rate	Estimated Hours	Total Fees
Bundled Services				
	CareAware iBus for Laboratory Medical Device Integration Imp	--	--	--
	iBus Technology Consultant	150	10	1,500
	iBus Technology Architect	150	6	900
	iBus Technology Engagement Leader	150	4	600
TOTALS:				3,000

SCOPE OF USE

Client will use the solutions set forth in this Cerner Sales Order in accordance with the Documentation and subject to the scope of use limits set forth in the Solutions section. If a scope of use limit is exceeded, Client agrees to pay the applicable expansion fees set forth in the Solutions section, which are valid for 2 year(s) after the Effective Date, and thereafter increase at a rate of 5% per year.

In the event Client requests additional scope beyond the limits set forth in the Solutions section and no Per Unit Expansion Fees are referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

Scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g. FTEs or locations), Client will provide the relevant information (including records to verify the information) to Cerner at least once per year. Client agrees that if an event occurs that will affect Client's scope of use (such as the acquisition of a new hospital or other new facility), Client will notify Cerner in writing of such event no



Kern County Hospital Authority
OPT-0453635_Q-172793.1_LA-0000330868
December 9, 2022



CERNER SALES ORDER

later than 30 days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be payable within 60 days following Client's receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

The pricing in the Solutions section of this Cerner Sales Order is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
Devices	The total number of instruments, personal computers, handheld devices, or other pieces of mechanical or electronic equipment to be used in conjunction with the application being licensed.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
Kern County Hospital Authority	1700 Mount Vernon Ave	Bakersfield	CA	93306-4018	United States

The parties may add or substitute Permitted Facilities by amending this section.

SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description. These Solution Descriptions are incorporated into this Cerner Sales Order by reference and may also be attached as an exhibit to this Cerner Sales Order.

QUOTE ASSUMPTIONS

The following are general assumptions regarding the solutions, services, and project set forth in this Cerner Sales Order.

Device in scope: Ortho Vision Blood Bank Analyzer



Kern County Hospital Authority
OPT-0453635_Q-172793.1_LA-0000330868
December 9, 2022

ADDITIONAL TERMS AND PROVISIONS**SHARED COMPUTING SERVICES**

Client Responsibilities. Client agrees to comply with all applicable laws, rules, and regulations as they relate to its use of the Services and its provision of the Services to Users ("Laws"), including, but not limited to, HIPAA, state medical privacy and security laws, and state and federal laws applicable to sensitive categories of medical information, such as mental health, alcohol and drug abuse, genetic, and AIDS/HIV information. Client or its Users must obtain all appropriate and necessary authorizations and consents to access, use, and disclose any personally identifiable information in compliance with applicable Laws (including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the Telephone Consumer Protection Act) and the Agreement. Client must have security and privacy policies and procedures in place that govern its Users' ability to access information on or through the Services and to prevent unauthorized access, use, and disclosure of personally identifiable information including, but not limited to, protected health information.

Medical Record. The Services do not constitute a medical record. Client and its Users are responsible for ensuring that the information sent through the Services is incorporated into the applicable patient's medical record as necessary. Client acknowledges that the health information exchanged through the Services may not include the individual's full and complete medical or encounter record or history. Cerner may leverage a public cloud infrastructure to provide the Services.

Access to Data. Cerner may use and disclose the Data as necessary to perform, analyze and improve the Services, to the extent permitted by law. Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information as defined under HIPAA or Client-specific identifiable information. Data means data that is collected, stored, processed or generated through Client's use of the Services.

Right to Aggregate. Cerner may use or disclose protected health information, as defined by 45 C.F.R. 160.103, to provide data aggregation services as permitted by 45 C.F.R. 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law.

De-identify and Use Rights. Cerner may de-identify protected health information in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use or disclose such data unless prohibited by applicable law.

Information Management Tools. Client acknowledges and agrees that the Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Services. Client further acknowledges and agrees that the Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

This Exhibit A defines the Service deliverables ("**Scope**") for the Services set forth in this Cerner Sales Order.

GENERAL SCOPE

PROFESSIONAL SERVICES

The following scope applies to all implementation services set forth in this Cerner Sales Order.

Scope Considerations; Control of Scope of Work. Cerner commits to delivering, in conjunction with Client, a design, build, test, and rollout of all applicable elements set forth in this Cerner Sales Order. The build for all Licensed Software and Cerner Services will be based upon Cerner's standard implementation processes. The project teams will reasonably consider accommodation of design and build requests by Client, including non-Model Experience requests. Such requests may result in changes to project timelines and budget. Customization of reports, views, *MPages*, and rules, if applicable, are only included if specifically noted.

Client and Cerner must fulfill their responsibilities and adhere to the other requirements and descriptions set forth herein to meet the goals of an 'on-time' and 'on-budget' project. Modifications to this Scope shall be mutually agreed upon by Cerner and Client's executive steering committee and set forth on a new Cerner Sales Order.

Project Start Date. The project start date will be based on the Effective Date of this Cerner Sales Order. Cerner requires a minimum of 90 days from the Effective Date to accommodate project staffing requests and will communicate the confirmed project start date with Client as promptly as possible. After the project start date, Cerner and Client will begin activities such as planning, staffing, and technology activities.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. All travel will be approved and billed per the underlying Business Agreement.

Fee-for-Service Implementation. Any fee-for-service hours specified in this Cerner Sales Order are estimates, and Client will pay any overage of the estimated hours as Cerner continues to work towards the agreed-upon Scope. Work and payment should continue until either Client notifies Cerner to stop work, or the Scope is delivered as agreed herein.



Kern County Hospital Authority
OPT-0453635_LA-0000330868
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CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

SOLUTION DETAIL SCOPE

PROFESSIONAL SERVICES

CAREAWARE IBUS FOR LABORATORY MEDICAL DEVICE INTEGRATION IMPLEMENTATION (CI-400550, CTS-CAMDI-IMP)	
Implementation Summary	<ul style="list-style-type: none">• Number of Uni/Bi/Micro devices to be implemented: 1• Number of facilities to be implemented: 1• When implementing on the traditional <i>CareAware</i> platform implementation is limited to 1 production environment and 1 non-production environment• When implementing on the <i>CareAware</i> Cloud platform implementation is limited to 1 production and 2 non-production environments
Cerner Tasks/Activities	<ul style="list-style-type: none">• Assist in the integration of devices from agreed upon <i>CareAware</i> MDI devices as defined in this Scope• Define data elements for integration via <i>CareAware</i> MDI• Establish connectivity to device(s)• Assist in the configuration and verification of assay alias mapping from the device to the electronic health record (EHR)• Assist in the configuration and verification of assay orders from the EHR to the device (if applicable)• Assist in troubleshooting and the resolution of issues that arise during Client testing
Client Tasks/Activities	<ul style="list-style-type: none">• Ensure all <i>CareAware</i> MDI device connectivity hardware is configured and connected to the network• Run cable for <i>CareAware</i> MDI device connectivity hardware throughout the facility (if applicable)• Perform all parameter testing with all <i>CareAware</i> MDI devices in scope• Responsible for all aspects related to Client-owned equipment and medical devices located at Client facilities (such as procurement, installation, management, and support)• Provide connectivity from Client facility to the <i>iBus</i> Cloud application through secured internet connection<ul style="list-style-type: none">◦ Dedicated telecommunication circuit from Client to Cerner Data Center can be leveraged. Additional fees will apply for new circuit deployment.
Deliverables	<ul style="list-style-type: none">• Implement and configure <i>CareAware</i> MDI device(s) as set forth in this Scope• Provide specialized solution training and Documentation regarding maintenance, server configuration, and operational procedures
Project Assumptions	<ul style="list-style-type: none">• Estimated project duration is 4 to 6 months depending on the number of devices and connectivity method.<ul style="list-style-type: none">◦ Quantity of devices and device availability will determine the actual project duration.• A solution overview focus group will follow where the project plan, domain strategy, remaining visits, and more will be discussed.



Kern County Hospital Authority
OPT-0453635__LA-0000330868
December 9, 2022



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

CAREWARE IBUS FOR LABORATORY MEDICAL DEVICE INTEGRATION IMPLEMENTATION

(CI-400550, CTS-CAMDI-IMP)

- | | |
|--|--|
| | <ul style="list-style-type: none">• Cerner will provide remote support for 1 go-live event, when applicable.• Should additional on-site support be needed, additional services and fees will apply.• Client shall incur additional fees if services are requested beyond the scope of work herein. |
|--|--|



Kern County Hospital Authority
OPT-0453635_Q-172793.1_LA-0000330868
December 9, 2022



EXECUTION INVOICE

Client: Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States

Invoice No: EXEC CSO No. OPT-0453635
Invoice Date: Effective Date
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable
8779 Hillcrest Road
Kansas City, MO 64138

OR

Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE: \$1,476

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Shared Computing Services Monthly Fees - Year 1	\$1,476	100%	\$1,476
GRAND TOTAL:			\$1,476



Kern County Hospital Authority
OPT-0453635_LA-0000330868
December 9, 2022



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

June 21, 2023

Subject: Proposed Sales Order OPT- 0473201 to the Cerner Business Agreement (2016-36) with Cerner Corporation to provide an interface for medical coding

Recommended Action: Approve; Authorize Chairman to sign and the Chief Executive Officer to sign receipt of delivery

Summary:

Kern Medical requests your Board approve the proposed Sales Order OPT-0473201 with Cerner Corporation ("Cerner") to provide an interface for medical coding.

Cerner will furnish services to assist Kern Medical with the implementation of a new state mandated change for HL7 ADT inbound interface for Coding and DRG to Cerner Millennium from 3M (a non-Cerner system). Cerner will provide support to the department of Health Information Management to test and validate the DRG interface.

The real-time interface between Cerner Millennium and 3M will conform to all payors, including Medicaid, Medicare, and commercial payors. The initial implementation cost is \$31,590, with a reoccurring annual interface cost of \$3,600, for a term of five (5) years. The maximum not to exceed for this Sales Order is \$49,590.

Counsel is unable to approve as to form due to non-standard terms which include the auto-renewal of the term and unknown increases in future costs. Efforts were made to negotiate with the vendor, but to no avail.

Even with the non-standard terms, in order for Kern Medical to conform to the new state regulations, the two systems must be integrated, therefore, it is recommended that your Board approve the proposed Sales Order OPT-0473201 with Cerner Corporation to provide an interface for medical coding, with a five (5) year term beginning July 1, 2023, through June 1, 2028, in an amount not to exceed of \$49,590, authorize the Chairman to sign, and authorize the Chief Executive Officer to receive delivery.



CERNER SALES ORDER

This Cerner Sales Order is made on June 21, 2023 ("Effective Date"), between

Kern County Hospital Authority ("Client")

a local unit of government with its principal place of business at

1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States
Telephone: (661) 326-2000

and **Cerner Corporation ("Cerner")**

a Delaware corporation with its principal place of business at

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Ryan Yearout
ryan.yearout@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36), dated July 01, 2016, between Client and Cerner (the "Agreement"). If the total fees due from Client for products and services set forth in this Cerner Sales Order are US \$250,000 or less, then Client's submission of a Purchase Order referencing this Cerner Sales Order shall be deemed Client's confirmation of agreement to the terms and conditions of the Agreement, regardless of whether this Cerner Sales Order is signed by Client.

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions.


KERN COUNTY HOSPITAL AUTHORITY

Authorized signatory: _____
(signature)

(printed name)

Title: _____

CERNER CORPORATION

Authorized signatory: _____


Teresa Waller

Title: _____
Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

**REVIEWED ONLY
NOT APPROVED AS TO FORM**

By 
Legal Services Department

Cerner Confidential Information
© Cerner Corporation. All rights reserved.



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
April 21, 2023



CERNER SALES ORDER

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Shared Computing Services	--	60.00
PROFESSIONAL SERVICES		
Fee for Service	31,590.00	--
TOTALS:	31,590.00	60.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until July 19, 2023. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Shared Computing Services	100%	Annually beginning on the Effective Date

AS-INCURRED FEES		
Description	Percent (%) Of Total Due	Payment Due
Professional Services: Fee for Service	100%	Monthly in arrears

TERM AND TERMINATION

Other Services. Unless otherwise set forth herein, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on the Effective Date and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

Renewal. Unless otherwise set forth herein, at the end of the applicable term, each recurring Service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant Service no less than 60 days prior to the expiration of the applicable then-current term.



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
April 21, 2023



CERNER SALES ORDER

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of any increase in the fees shall not exceed the previous calendar year's percentage increase in CPI, plus 1% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.

SOLUTIONS

SHARED COMPUTING SERVICES

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Term (Mo.)	Monthly Range	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit Monthly Expansion Fees
IF-40200	Cerner Interface Connection	Each	1	60	1-60	--	60	SD101262_02	--	--	60.00
TOTAL:						--	60	--	--	--	--

PROFESSIONAL SERVICES

FEE FOR SERVICE

Service Project Detail	Role	Hourly Rate	Estimated Hours	Total Fees
Standalone Services				
Financials	Solution Architect	165	30	4,950
Bundled Services				
--	Cerner Interface Connection Implementation	--	--	--
Professional Service **	System Engineer	127	90	11,430
Professional Service **	Interface Architect	175	36	6,300
Professional Service **	Technical Engagement Leader	165	54	8,910
TOTALS:				31,590

** This is an Interoperability Element subject to the 21st Century Cures Act. All available allowances have been applied.



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
April 21, 2023



CERNER SALES ORDER

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
Kern County Hospital Authority	1700 Mount Vernon Ave	Bakersfield	CA	93306-4018	United States

The parties may add or substitute Permitted Facilities by amending this section.

SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description. These Solution Descriptions are incorporated into this Cerner Sales Order by reference and may also be attached as an exhibit to this Cerner Sales Order.

ADDITIONAL TERMS AND PROVISIONS

SHARED COMPUTING SERVICES

Client Responsibilities. Client agrees to comply with all applicable laws, rules, and regulations as they relate to its use of the Services and its provision of the Services to Users ("Laws"), including, but not limited to, HIPAA, state medical privacy and security laws, and state and federal laws applicable to sensitive categories of medical information, such as mental health, alcohol and drug abuse, genetic, and AIDS/HIV information. Client or its Users must obtain all appropriate and necessary authorizations and consents to access, use, and disclose any personally identifiable information in compliance with applicable Laws (including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the Telephone Consumer Protection Act) and the Agreement. Client must have security and privacy policies and procedures in place that govern its Users' ability to access information on or through the Services and to prevent unauthorized access, use, and disclosure of personally identifiable information including, but not limited to, protected health information.

Medical Record. The Services do not constitute a medical record. Client and its Users are responsible for ensuring that the information sent through the Services is incorporated into the applicable patient's medical record as necessary. Client acknowledges that the health information exchanged through the Services may not include the individual's full and complete medical or encounter record or history. Cerner may leverage a public cloud infrastructure to provide the Services.

Access to Data. Cerner may use and disclose the Data as necessary to perform, analyze and improve the Services, to the extent permitted by law. Cerner may use and disclose performance and usage data for any purpose permitted by law so long as the data does not contain protected health information as defined under HIPAA or Client-specific identifiable information. Data means data that is collected, stored, processed or generated through Client's use of the Services.

Right to Aggregate. Cerner may use or disclose protected health information, as defined by 45 C.F.R. 160.103, to provide data aggregation services as permitted by 45 C.F.R. 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law.

De-identify and Use Rights. Cerner may de-identify protected health information in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use or disclose such data unless prohibited by applicable law.

Information Management Tools. Client acknowledges and agrees that the Services are information management tools, many of which contemplate and require the involvement of professional medical personnel, and because medical information changes



Kern County Hospital Authority
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SHARED COMPUTING SERVICES

rapidly, some of the medical information and formulas may be out of date. Information provided is not intended to be a substitute for the advice and professional judgment of a physician or other professional medical personnel. Client acknowledges and agrees that physicians and other medical personnel should never delay treatment or make a treatment decision based solely upon information provided through the Services. Client further acknowledges and agrees that the Services are not intended to diagnose disease, prescribe treatment, or perform any other tasks that constitute or may constitute the practice of medicine or of other professional or academic disciplines.



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

This Exhibit A defines the Service deliverables ("**Scope**") for the Services set forth in this Cerner Sales Order.

SCOPE NOTES

FSI Scope:

Cerner will provide professional service resources to assist Client with the implementation of:

- An HL7 Admissions/Discharges/Transfers (ADT) inbound interface for Coding and DRG to *Cerner Millennium* from a non-Cerner system, 3M.

HIM scope:

Support Working DRG interface testing and validation. The client may need one of their ACM resources to validate the clinical workflow required. Some additional information to be aware of, if the Working DRG is manually entered in the ACM components and then the interfaced DRG posts, the manually entered DRG will remain.

- Estimated project duration: 12 weeks

GENERAL SCOPE

PROFESSIONAL SERVICES

The following scope applies to all implementation services set forth in this Cerner Sales Order.

Scope Considerations; Control of Scope of Work. Cerner commits to delivering, in conjunction with Client, a design, build, test, and rollout of all applicable elements set forth in this Cerner Sales Order. The build for all Licensed Software and Cerner Services will be based upon Cerner's standard implementation processes. The project teams will reasonably consider accommodation of design and build requests by Client, including non-Model Experience requests. Such requests may result in changes to project timelines and budget. Customization of reports, views, *MPages*, and rules, if applicable, are only included if specifically noted.

Client and Cerner must fulfill their responsibilities and adhere to the other requirements and descriptions set forth herein to meet the goals of an 'on-time' and 'on-budget' project. Modifications to this Scope shall be mutually agreed upon by Cerner and Client's executive steering committee and set forth on a new Cerner Sales Order.

Project Start Date. The project start date will be based on the Effective Date of this Cerner Sales Order. Cerner requires a minimum of 90 days from the Effective Date to accommodate project staffing requests and will communicate the confirmed project start date with Client as promptly as possible. After the project start date, Cerner and Client will begin activities such as planning, staffing, and technology activities.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. All travel will be approved and billed per the underlying Business Agreement.



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
April 21, 2023



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

Fee-for-Service Implementation. Any fee-for-service hours specified in this Cerner Sales Order are estimates, and Client will pay any overage of the estimated hours as Cerner continues to work towards the agreed-upon Scope. Work and payment should continue until either Client notifies Cerner to stop work, or the Scope is delivered as agreed herein.

SOLUTION DETAIL SCOPE

PROFESSIONAL SERVICES

CERNER INTERFACE CONNECTION IMPLEMENTATION (IF-40200-CMWX-IMP)	
Cerner Tasks/Activities	<ul style="list-style-type: none">• Provide the Services set forth herein and in the 'Scope Notes' section of this Cerner Sales Order, as applicable to the FSI Services.<ul style="list-style-type: none">◦ Design interface, including site-specific interface specification document(s).◦ Build, code, and configure interface to the processing requirements.◦ Perform functional testing of the interface.◦ Support Client validation testing of the interface.◦ Attend project status meetings regularly.◦ Migrate interface to production domain and support interface activation.• Provide conversion support during normal business hours (8 AM–5 PM CST).
Client Tasks/Activities	<ul style="list-style-type: none">• Synchronize data values between Cerner and the foreign supplier; including building of code value aliasing within Cerner that will be required for interface processing.• Modify <i>Cerner Millennium</i> application, if necessary.• Create and execute interface test plans.• Validate interface testing.
Project Assumptions	<ul style="list-style-type: none">• Cerner standard interface specifications are available upon request.<ul style="list-style-type: none">◦ Real-time interfaces will conform to the Cerner universal interface (UI) specifications requirements, which are based upon the <i>Health Level Seven International (HL7)</i> standards as they relate to the <i>Cerner Millennium</i> architecture.◦ Batch interfaces will conform to the Cerner standard specification requirements, which are based upon the <i>Accredited Standards Committee (ASC) X12</i> standards or flat file protocol as they relate to the <i>Cerner Millennium</i> architecture.• Cerner transmission protocols:<ul style="list-style-type: none">◦ Real-time interfaces will utilize Transmission Control Protocol/Internet Protocol (TCP/IP) for data transfer and will be <i>Cerner Millennium HL7</i> UI compliant.◦ Batch interfaces will utilize Secure File Transfer Protocol (SFTP) for data transfer and will be either <i>Cerner Millennium</i> standard or ASC X12 compliant unless otherwise noted in the 'Cerner Tasks/Activities' section of this Scope.



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
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CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

CERNER INTERFACE CONNECTION IMPLEMENTATION

(IF-40200-CMVX-IMP)

	<ul style="list-style-type: none">• Custom scripting required outside the standard Cerner UI is expected to be performed within Client's interface engine. If this is not possible or desirable, custom scripting can be performed within the <i>Cerner Millennium</i> interface but may require additional hours at Cerner's then-current fees for a Cerner resource to complete the work.• This Scope covers the initial configuration and testing of the interface in a designated non-production environment and 1 copy to the production environment. Any additional domain support, including copies to additional domains and rebuild due to domain refreshes or updates may require additional hours and fees.• Client and Cerner will work on this project concurrently on an agreed upon project timeline.• Client shall incur additional fees if services are requested beyond this Scope.• Adjustments supported as part of the standard scope of services:<ul style="list-style-type: none">o Moving an existing data element from one field to another in the same messageo Concatenation of two existing data elementso Addition or subtraction of leading zeroes to a numeric valueo Hard coding a default valueo Nulling fieldso Basic conditional statementso Repeating field filtering, such as PID-3, PID-4, and personnel fieldso Suppressing transaction typeso Removing special characters from a field, such as dashes in a social security number• The following custom adjustments are supported outside the standard scope of services, and include any necessary Cerner-approved workaround:<ul style="list-style-type: none">o Querying data from standard <i>Cerner Millennium</i> tables and inserting into a fieldo Full message character-string replacementso Adding segments to a trigger not defined in Cerner Specificationso Creating custom tables in <i>Cerner Millennium</i>, and inserting/updating/querying those tableso Creating custom Z segments• Adjustments not supported under this Scope:<ul style="list-style-type: none">o Modification of the clinical content of a result from any source, including OBX;3,4,5,6,7,8,11 and 14o Creating custom insert statements to insert rows into standard <i>Cerner Millennium</i> database tables• All work set forth herein will be performed virtually unless otherwise agreed upon by Cerner and Client.
Trademarks	<ul style="list-style-type: none">• HL7 is the registered trademark of <i>Health Level Seven International</i>, and their use of this trademark does not constitute an endorsement by HL7.



Kern County Hospital Authority
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April 21, 2023



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

CERNER INTERFACE CONNECTION IMPLEMENTATION
(IF-40200-CMVX-IMP)



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
April 21, 2023



EXECUTION INVOICE

Client: Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States

Invoice No: EXEC CSO No. OPT-0473201
Invoice Date: April 21, 2023
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable
8779 Hillcrest Road
Kansas City, MO 64138

OR

Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE: \$720

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Shared Computing Services Monthly Fees - Year 1	\$720	100%	\$720
GRAND TOTAL:			\$720



Kern County Hospital Authority
OPT-0473201_Q-207962.1_LA-0000345962
April 21, 2023



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

June 21, 2023

Subject: Proposed Sales Order OPT-0462928 to the Cerner Business Agreement (2016-36) with Cerner Corporation for additional Electronic Prescription Licenses

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Sales Order OPT-0462928 with Cerner Corporation to purchase additional electronic prescription of controlled substances (ePCS) licenses. The additional licenses are due to regulatory requirements and the expected increase of electronic prescribers.

The term for these additional licenses will be 36 months, to coincide with the current term of Cerner Business agreement, with a monthly fee of \$863.

Counsel is unable to approve as to form due to non-standard terms which include the auto-renewal of the term and unknown third-party terms. Efforts were made to negotiate with the vendor, but to no avail.

Therefore, it is recommended that your Board approve Sales Order OPT-0462928 with Cerner Corporation to purchase additional for ePCS licenses in an amount not to exceed \$31,068, for the 36-month term, effective June 21, 2023, authorize the Chairman to sign, and authorize the Chief Executive Officer to sign any further documentation in support of this purchase.



CERNER SALES ORDER

This Cerner Sales Order is made on June 21, 2023 ("Effective Date"), between

Kern County Hospital Authority ("Client")

a local unit of government with its principal place of business at

1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States
Telephone: (661) 326-2000

and **Cerner Corporation ("Cerner")**

a Delaware corporation with its principal place of business at

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Brittany Dayton
+1 816 201 5136
brittany.dayton@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36), dated July 01, 2016, between Client and Cerner (the "**Agreement**"). If the total fees due from Client for products and services set forth in this Cerner Sales Order are US \$250,000 or less, then Client's submission of a Purchase Order referencing this Cerner Sales Order shall be deemed Client's confirmation of agreement to the terms and conditions of the Agreement, regardless of whether this Cerner Sales Order is signed by Client.

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions.

KERN COUNTY HOSPITAL AUTHORITY

Authorized signatory: _____

(signature)

Russell Bigler

(printed name)

Title: Chairman, Board of Governors

CERNER CORPORATION

Authorized signatory: _____

Teresa Waller

Title: Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

REVIEWED ONLY
NOT APPROVED AS TO FORM

By
Legal Services Department

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Kern County Hospital Authority
OPT-0462928_Q-187545.1_LA-0000344656
May 17, 2023



CERNER SALES ORDER

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Subscription Services	--	863.00
TOTALS:	0.00	863.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until August 31, 2023. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

MONTHLY RECURRING FEES		
Description	Percent (%) Of Total Due	Payment Due
Subscription Services	100%	Annually beginning on the Effective Date.

TERM AND TERMINATION

Other Services. Unless otherwise set forth herein, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on the Effective Date and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

Renewal. Unless otherwise set forth herein, at the end of the applicable term, each recurring Service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant Service no less than 60 days prior to the expiration of the applicable then-current term.

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of any increase in the fees shall not exceed the previous calendar year's percentage increase in CPI, plus 1% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.



Kern County Hospital Authority
OPT-0462928_Q-187545.1_LA-0000344656
May 17, 2023



CERNER SALES ORDER

SOLUTIONS

SUBSCRIPTION SERVICES

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Term (Mo.)	Monthly Range	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit One-Time Expansion Fees	Per Unit Monthly Expansion Fees
SUB-CID-EPCS-CW-RA-HFA-V	SUB: Confirm ID EPCS-CW-RA-HFA	Users	50	36	1-36	--	463	--	✓	100004_002	--	--
CTP-CERN-WORKFLOWC	Cerner Workflow Authentication	Users	50	36	1-36	--	400	SD100051_04	--	--	--	--
TOTAL:						--	863	--	--	--	--	--

SCOPE OF USE

Client will use the solutions set forth in this Cerner Sales Order in accordance with the Documentation and subject to the scope of use limits set forth in the Solutions section. In the event Client requests additional scope beyond the limits set forth in the Solutions section and no Per Unit Expansion Fees are referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

Scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g. FTEs or locations), Client will provide the relevant information (including records to verify the information) to Cerner at least once per year. Client agrees that if an event occurs that will affect Client's scope of use (such as the acquisition of a new hospital or other new facility), Client will notify Cerner in writing of such event no later than 30 days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be payable within 60 days following Client's receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

The pricing in the Solutions section of this Cerner Sales Order is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
Users	The total number of individuals registered in the System with a unique sign-on and authorized by Client to use the Licensed Software, Sublicensed Software, or Services as set forth in the Agreement.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/Province	Zip/Postal Code	Country
Kern County Hospital Authority	1700 Mount Vernon Ave	Bakersfield	CA	93306-4018	United States

The parties may add or substitute Permitted Facilities by amending this section.



Kern County Hospital Authority
OPT-0462928_Q-187545.1_LA-0000344656
May 17, 2023



SOLUTION DESCRIPTIONS

Each solution with a Solution Description has a code noted in the "Solutions" section of this Cerner Sales Order, and that code can be entered at <https://solutiondescriptions.cerner.com> to view the Solution Description.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions.





EVENT ACTIVITY REPORT

Client: Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States

Subject: Software Delivery and Installation

Document ID: OPT-0462928

This Event Activity Report ("EAR") serves as confirmation that delivery has occurred of the solutions set forth below. This delivery event does not include customization or implementation of such solutions.

Mfg. Part Number	Solution Detail Description
SUB-CID-EPCS-CW-RA-HFA-V	SUB: Confirm ID EPCS-CW-RA-HFA
CTP-CERN-WORKFLOWC	Cerner Workflow Authentication

I acknowledge that delivery of these solutions occurred on _____.
(Date)

The following signature represents completion of this delivery event.

ACCEPTED FOR KERN COUNTY HOSPITAL
AUTHORITY

By: _____

(type or print)

Title: _____



Kern County Hospital Authority
OPT-0462928_Q-187545.1_LA-0000344656
May 17, 2023



EXECUTION INVOICE

Client: Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States

Invoice No: EXEC CSO No. OPT-0462928
Invoice Date: June 21, 2023
Due Date: Effective Date

Remit: **Via FedEx:**
Cerner Corporation
Attn: Accounts Receivable
8779 Hillcrest Road
Kansas City, MO 64138

OR

Via Wire Transfer:
ABA Routing Number: 101000187
Bank: US Bank
For Further Deposit to Bank Account: 5290000743

TOTAL AMOUNT DUE: \$10,356

Sales tax, if applicable, will be invoiced separately.

Description	Total Amount	Percent Payable	Net Amount
Subscription Services Monthly Fees - Year 1	\$10,356	100%	\$10,356
GRAND TOTAL:			\$10,356



Kern County Hospital Authority
OPT-0462928_Q-187545.1_LA-0000344656
May 17, 2023



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

June 21, 2023

Subject: Proposed Sales Order OPT-0467771 to the Cerner Business Agreement (2016-36) with Cerner Corporation for an upgrade to the Imprivata Appliance G4 License.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Sales Order OPT-0467771 with Cerner Corporation in order to update the Imprivata virtual server appliance from Generation 3 (G3) to Generation 4 (G4). The G4 appliance will update the database and replication technology to Oracle 19c and Oracle Golden Gate, as the previous versions reached end of life in March 2022. In addition, an optimized architecture with reduced database footprint improves stability and speed of the appliance. With the release of G4 appliance, Imprivata announced the end of life of the G3 appliance, effective December 31, 2023.

We use our Imprivata Appliance for Electronic Prescription Controlled Substance "ePCS", and Single Sign On (SSO). This upgrade has a zero charge.

Counsel is unable to approve as to form due to non-standard terms which include the auto-renewal of the term and unknown increases in future costs. Efforts were made to negotiate with the vendor, but to no avail.

Therefore, it is recommended that your Board approve Sales Order OPT-0467771 with Cerner Corporation for the upgraded Imprivata appliance G4, at no cost, and authorize the Chairman to sign.



CERNER SALES ORDER

This Cerner Sales Order is made on June 21, 2023 ("Effective Date"), between

Kern County Hospital Authority ("Client")

a local unit of government with its principal place of business at

1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States
Telephone: (661) 326-2000

and **Cerner Corporation ("Cerner")**

a Delaware corporation with its principal place of business at

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Brittany Dayton
+1 816 201 5136
brittany.dayton@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36), dated July 01, 2016, between Client and Cerner (the "Agreement"). If the total fees due from Client for products and services set forth in this Cerner Sales Order are US \$250,000 or less, then Client's submission of a Purchase Order referencing this Cerner Sales Order shall be deemed Client's confirmation of agreement to the terms and conditions of the Agreement, regardless of whether this Cerner Sales Order is signed by Client.

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions.

KERN COUNTY HOSPITAL AUTHORITY

Authorized signatory: _____

(signature)

Russell Bigler

(printed name)

Title: Chairman, Board of Governors

CERNER CORPORATION

Authorized signatory: _____

Teresa Waller

Title: Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

REVIEWED ONLY
NOT APPROVED AS TO FORM

By _____

Legal Services Department



Kern County Hospital Authority
OPT-0467771_Q-196070.1_LA-0000341232
May 23, 2023

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**Cerner™****CERNER SALES ORDER****FINANCIAL OVERVIEW**

Description	One-Time Fees	Monthly Fees
SOLUTIONS		
Subscription Services	--	0.00
TOTALS:	0.00	0.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until August 25, 2023. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

All fees in this Cerner Sales Order have been waived.

TERM AND TERMINATION

Other Services. Unless otherwise set forth herein, all other recurring Services (such as subscription services, application services, shared computing services, employer services, recurring professional services, and managed services) begin on the Effective Date and continue for the term set forth in the "Solutions", "Professional Services", or "Managed Services" sections.

Renewal. Unless otherwise set forth herein, at the end of the applicable term, each recurring Service will automatically renew for additional 12 month periods at the rate charged in the final period of the then-current term, unless either party provides the other party with written notification of its intent to terminate the relevant Service no less than 60 days prior to the expiration of the applicable then-current term.

FEE INCREASES

Cerner may increase the monthly fee for Support services and each recurring service (such as managed services, application services, subscription services, application management services, employer services, transaction services, and Shared Computing Services) any time following the initial twelve (12) month period after such recurring service fees begin (but not more frequently than once in any twelve (12) month period) by giving Client sixty (60) days prior written notice of the price increase. The amount of any increase in the fees shall not exceed the previous calendar year's percentage increase in CPI, plus 1% per annum. Cerner may also increase the fees at any time during the term if a Cerner third party increases the fees to be paid by Cerner, with such increase being limited to the amount of increase in Cerner's fee to the third party.

SOLUTIONS**SUBSCRIPTION SERVICES**

Mfg. Part No.	Solution Detail Description	Scope of Use Metric	Qty./ Scope of Use Limit	Term (Mo.)	Monthly Range	Extended One-Time Fees	Extended Monthly Fees	Solution Description Code	Third-Party Component(s)	Pass-Through Code	Per Unit One-Time Expansion Fees	Per Unit Monthly Expansion Fees
SUB-VIR-APP-G4	Virtual Appliance (4th Gen)	Each	3	36	1-36	--	0	--	✓	100004_002	--	100.00



Kern County Hospital Authority
OPT-0467771_Q-196070.1_LA-0000341232
May 23, 2023



CERNER SALES ORDER

TOTAL:	--	0	--	--	--	--	--
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SCOPE OF USE

Client will use the solutions set forth in this Cerner Sales Order in accordance with the Documentation and subject to the scope of use limits set forth in the Solutions section. If a scope of use limit is exceeded, Client agrees to pay the applicable expansion fees set forth in the Solutions section, which are valid for 2 year(s) after the Effective Date, and thereafter increase at a rate of 5% per year.

In the event Client requests additional scope beyond the limits set forth in the Solutions section and no Per Unit Expansion Fees are referenced therein, Client must execute a new Ordering Document setting forth the additional scope and fees at Cerner's then-current rates.

Scope of use will be measured periodically by Cerner's system tools, or, for metrics that cannot be measured by system tools or obtained through industry available reporting sources (e.g. FTEs or locations), Client will provide the relevant information (including records to verify the information) to Cerner at least once per year. Client agrees that if an event occurs that will affect Client's scope of use (such as the acquisition of a new hospital or other new facility), Client will notify Cerner in writing of such event no later than 30 days following the effective date of such event so that Client's scope of use can be reviewed. Any additional fees due under this Section will be payable within 60 days following Client's receipt of an invoice for such fees. Any additional monthly fees will begin on the date the limit was exceeded and shall be paid annually (pro-rated for any partial month).

The pricing in the Solutions section of this Cerner Sales Order is based on the following scope of use metrics, which are defined as follows.

Scope of Use Metric	Scope of Use Definition
Each	Every one of a solution, service, transaction, or technology item, regarded and identified separately.

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/ Province	Zip/Postal Code	Country
Kern County Hospital Authority	1700 Mount Vernon Ave	Bakersfield	CA	93306-4018	United States

The parties may add or substitute Permitted Facilities by amending this section.

PASS-THROUGH PROVISIONS

Where pass-through provisions are applicable to third-party products and services, these provisions are referenced by a pass-through code in the "Solutions", "Equipment/Sublicensed Software", "Professional Services", "Application Management Services", or "Managed Services" sections of this Cerner Sales Order, and that code can be entered at <https://passthroughprovisions.cerner.com> to view the pass-through provisions. These pass-through provisions are incorporated into this Cerner Sales Order by reference, and may also be attached as an exhibit to this Cerner Sales Order.



Kern County Hospital Authority
OPT-0467771_Q-196070.1_LA-0000341232
May 23, 2023



CERNER SALES ORDER

QUOTE ASSUMPTIONS

The following are general assumptions regarding the solutions, services, and project set forth in this Cerner Sales Order.



Kern County Hospital Authority
OPT-0467771_Q-196070.1_LA-0000341232
May 23, 2023



EVENT ACTIVITY REPORT

Client: Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States

Subject: Software Delivery and Installation

Document ID: OPT-0467771

This Event Activity Report ("EAR") serves as confirmation that delivery has occurred of the solutions set forth below. This delivery event does not include customization or implementation of such solutions.

Mfg. Part Number	Solution Detail Description
SUB-VIR-APP-G4	Virtual Appliance (4th Gen)

I acknowledge that delivery of these solutions occurred on _____.
(Date)

The following signature represents completion of this delivery event.

ACCEPTED FOR KERN COUNTY HOSPITAL
AUTHORITY

By: _____

(type or print)

Title: _____



Kern County Hospital Authority
OPT-0467771_Q-196070.1_LA-0000341232
May 23, 2023



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

June 21, 2023

Subject: Proposed Sales Order OPT-0290305 to the Cerner Business Agreement (2016-36) with Cerner Corporation for professional services to integrate the CareAware MDI interface into the current CareAware software

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed Sales Order OPT-0290305 with Cerner Corporation to purchase and install a necessary interface to the current CareAware software. The purchase is estimated at no more than \$1,500 and will take approximately four (4) weeks to complete the installation.

Telcor is a leading point of care solution utilized by more than 2500 acute care hospitals and more than 10,000 health care facilities. Telcor receives and reports results from over 150 different point of care medical devices that originate from the patient bedside, satellite clinics, physician offices, and Emergency Department units. Patient results and data pass from the point of care devices to Telcor and directly uploads to Cerner unattended and without manual intervention. This eliminates manual result entry that adversely impacts patient safety, quality, throughput, and regulatory compliance. Telcor implementation also improves revenue cycle management, efficiency, and accuracy.

Therefore, it is recommended that your Board approve the proposed Sales Order OPT- 0290305 with Cerner Corporation, effective June 21, 2023, for a one-time purchase, not to exceed \$1,500, and authorize the Chairman to sign.



CERNER SALES ORDER

This Cerner Sales Order is made on February 15, 2023 ("Effective Date"), between

Kern County Hospital Authority ("Client")

a local unit of government with its principal place of business at

1700 Mount Vernon Ave
Bakersfield, CA 93306-4018, United States
Telephone: (661) 326-2000

and **Cerner Corporation ("Cerner")**

a Delaware corporation with its principal place of business at

8779 Hillcrest Road
Kansas City, MO 64138, United States
Telephone: (816) 221-1024

Cerner Sales Contact: Jordan Russell
+1 816 906 2094
jordan.russell@cerner.com

Client agrees to purchase the specific products and services set forth herein, and Cerner agrees to furnish such products and services upon the terms and conditions of this Cerner Sales Order and the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-036), dated July 01, 2016, between Client and Cerner (the "**Agreement**"). If the total fees due from Client for products and services set forth in this Cerner Sales Order are US \$250,000 or less, then Client's submission of a Purchase Order referencing this Cerner Sales Order shall be deemed Client's confirmation of agreement to the terms and conditions of the Agreement, regardless of whether this Cerner Sales Order is signed by Client.

Client understands that hand-written changes to this Cerner Sales Order will not be accepted. Client will engage their Cerner Sales Contact to request any revisions.

KERN COUNTY HOSPITAL AUTHORITY

Authorized signatory: _____

(signature)

Russell Bigler
(printed name)

Title: Chairman, Board of Governors

CERNER CORPORATION

Authorized signatory: _____

Teresa Waller

Title: Sr. Director, Contract Management

CLIENT WILL COMPLETE THE FOLLOWING UPON EXECUTION OF THIS CERNER SALES ORDER:

Client Invoice Contact: _____

Contact Phone #: _____

Contact Email Address: _____

Client's account can be managed online at cerner.com by registering for Cerner eBill. To gain access to eBill, contact the Cerner Client Care Center at 866-221-8877 or e-mail ClientCareCenter@cerner.com.

APPROVED AS TO FORM

~~Legal Services Department~~

By [Signature]
Kern County Hospital Authority

Cerner Confidential Information
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Kern County Hospital Authority
OPT-0290305_Q-81063.1_LA-0000338204
January 19, 2023



CERNER SALES ORDER

FINANCIAL OVERVIEW

Description	One-Time Fees	Monthly Fees
PROFESSIONAL SERVICES		
Fee for Service	1,500.00	--
TOTALS:	1,500.00	0.00

All prices in this Cerner Sales Order are shown in USD. Pricing is valid until June 30, 2023. If this Cerner Sales Order is not executed on or before such date, this pricing is considered null and void and will be subject to revision.

Not applicable is indicated by "--".

PAYMENT TERMS

AS-INCURRED FEES		
Description	Percent (%) Of Total Due	Payment Due
Professional Services: Fee for Service	100%	Monthly in arrears

PROFESSIONAL SERVICES

FEE FOR SERVICE				
Service Project Detail	Role	Hourly Rate	Estimated Hours	Total Fees
Bundled Services				
	CareAware MDI Existing Interface New Child Instrument	--	--	--
	iBus Technology Consultant	150	5	750
	iBus Technology Architect	150	3	450
	iBus Technology Engagement Leader	150	2	300
TOTALS:				1,500

FACILITIES

Permitted Facilities. For use and access by these facilities:

Name	Address	City	State/Province	Zip/Postal Code	Country
Kern County Hospital Authority	1700 Mount Vernon Ave	Bakersfield	CA	93306-4018	United States

The parties may add or substitute Permitted Facilities by amending this section.



Kern County Hospital Authority
OPT-0290305_Q-81063.1_LA-0000338204
January 19, 2023



CERNER SALES ORDER

QUOTE ASSUMPTIONS

The following are general assumptions regarding the solutions, services, and project set forth in this Cerner Sales Order.

Telcor POC Interface Add On



Kern County Hospital Authority
OPT-0290305_Q-81063.1_LA-0000338204
January 19, 2023



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

This Exhibit A defines the Service deliverables ("**Scope**") for the Services set forth in this Cerner Sales Order.

GENERAL SCOPE

PROFESSIONAL SERVICES

The following scope applies to all implementation services set forth in this Cerner Sales Order.

Scope Considerations; Control of Scope of Work. Cerner commits to delivering, in conjunction with Client, a design, build, test, and rollout of all applicable elements set forth in this Cerner Sales Order. The build for all Licensed Software and Cerner Services will be based upon Cerner's standard implementation processes. The project teams will reasonably consider accommodation of design and build requests by Client, including non-Model Experience requests. Such requests may result in changes to project timelines and budget. Customization of reports, views, *MPages*, and rules, if applicable, are only included if specifically noted.

Client and Cerner must fulfill their responsibilities and adhere to the other requirements and descriptions set forth herein to meet the goals of an 'on-time' and 'on-budget' project. Modifications to this Scope shall be mutually agreed upon by Cerner and Client's executive steering committee and set forth on a new Cerner Sales Order.

Project Start Date. The project start date will be based on the Effective Date of this Cerner Sales Order. Cerner requires a minimum of 90 days from the Effective Date to accommodate project staffing requests and will communicate the confirmed project start date with Client as promptly as possible. After the project start date, Cerner and Client will begin activities such as planning, staffing, and technology activities.

Travel, Lodging, Out-of-Pocket Expenses, and Per Diem Rates. The fees in this Cerner Sales Order do not include travel, lodging, per diem, or other out-of-pocket expenses. All travel will be approved and billed per the underlying Business Agreement.

Fee-for-Service Implementation. Any fee-for-service hours specified in this Cerner Sales Order are estimates, and Client will pay any overage of the estimated hours as Cerner continues to work towards the agreed-upon Scope. Work and payment should continue until either Client notifies Cerner to stop work, or the Scope is delivered as agreed herein.



Kern County Hospital Authority
OPT-0290305_Q-81063.1_LA-0000338204
January 19, 2023



CERNER SALES ORDER

EXHIBIT A SCOPE OF SERVICES

SOLUTION DETAIL SCOPE

PROFESSIONAL SERVICES

CAREAWARE MDI EXISTING INTERFACE NEW CHILD INSTRUMENT (CI-CAMDI-DEVICEADD; CTS-CAMDI-DEVICEADD)	
Implementation Summary	<ul style="list-style-type: none">• Number of devices being added to existing Multiplexor Interface: 1• Number of facilities to be implemented: 1• Installation is limited to 1 production environment and 1 non-production environment.
Cerner Tasks/Activities	<ul style="list-style-type: none">• Assist in the integration of devices from agreed upon <i>CareAware</i> MDI Point of Care interface as defined in this Scope, if applicable• Assist in the integration of devices from agreed upon <i>CareAware</i> MDI Multiplexor interface as defined in this Scope, if applicable• Assist in the integration of devices from agreed upon <i>CareAware</i> MDI Robotics interface as defined in this Scope, if applicable• Define data elements for integration through <i>CareAware</i> MDI• Establish connectivity to device through vendor middleware• Assist in the configuration and verification of assay alias mapping from the device to the electronic health record• Assist in troubleshooting and the resolution of issues that arise during Client testing
Client Tasks/Activities	<ul style="list-style-type: none">• Perform unit testing
Project Assumptions	<ul style="list-style-type: none">• Cerner will not assist in conversion support.• Devices not outlined in this Scope will require additional fees.• Estimated project duration is 4 weeks.



Kern County Hospital Authority
OPT-0290305_Q-81063.1_LA-0000338204
January 19, 2023



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

June 21, 2023

Subject: Proposed Business Associate Agreement (BAA) with ESO Solutions, Inc. to allow for ESO Solutions, Inc. to perform the underlying agreement to preview Kern Medical Center's patient questionnaires

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed BAA with ESO Solutions, Inc. to access protected health information of Kern Medical's patients to collect data through pre-review questionnaires which necessary to build reports needed for our trauma site registry. The underlying agreement for these services was approved in January 2023.

Counsel is unable to approve as to form due to non-standard terms, which include the limitation of liability to one million dollars and auto-renewal of the term. Efforts were made to negotiate with the vendor, but to no avail.

Even with the non-standard terms, this BAA is necessary to meet the standards of maintaining the Kern Medical trauma site registry, therefore, it is recommended that your Board approve the proposed BAA with ESO Solutions, Inc., to support the corresponding underlying agreement, effective June 21, 2023 for an auto-renewing term of one (1) year, and authorize the Chairman to sign.

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 ESO Solutions, Inc. ("**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 may create, receive, maintain, or transmit 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) specific to licensed on-premise patient registry software, 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 or permitted 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 three (3) business days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such ineffective Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI and shall provide a summary of its investigation and risk assessment to Covered Entity. Business Associate shall document and retain records of its investigation of any 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) business days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HIPAA Rules with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Subject to the limitation of liability set forth in the Underlying Agreement, Business Associate shall reimburse Covered Entity for its reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, 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 in connection with the Services provided by Business Associate on behalf of Covered Entity, 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 reasonably: (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 and commercially reasonable, 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 written request by Covered Entity, Business Associate shall make the PHI it maintains (or which is maintained by its SubContractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an Individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within five (5) business days of receipt of a request for access to PHI from an Individual.

2.7 Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a written 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) business days of receipt of a request for amendment of PHI from an Individual.

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

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

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

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

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

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity's Obligations.

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

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

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

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

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

ARTICLE IV TERM AND TERMINATION

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

4.2 Termination of Underlying Agreement.

4.2.1 A breach by Business Associate of any provision of this BAA, 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 convicted 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 material 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 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 as set forth in the Underlying Agreement, 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, to the extent practicable and reasonable, 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 arising from this BAA.

5.8 Indemnification. Subject to the limitation of liability set forth in this BAA, 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, or to comply with HIPAA or applicable state privacy or security law.

LIMITATION OF LIABILITY. THE BUSINESS ASSOCIATE SHALL NOT BE LIABLE TO THE COVERED ENTITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS BAA. THE BUSINESS ASSOCIATE'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS BAA SHALL NOT EXCEED \$1,000,000. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE BUSINESS ASSOCIATE'S SOFTWARE PRODUCTS AND SERVICES TO COVERED ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

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) business days after notice thereof, Business Associate shall advise Covered Entity of any inquiry by the Secretary concerning any actual or alleged violation of the Privacy Rule or the Security Rule.

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

Covered Entity's Notice Address:

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

Business Associate's Notice Address:

ESO Solutions, Inc.
11500 Alterra Parkway, Suite 100
Austin, TX 78758
Attn: Contracts

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. Intentionally Omitted.

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

The Parties hereto have executed this BAA as of the Effective Date.

COVERED ENTITY:


The Kern County Hospital Authority

Title: Chairman, Board of Governors

Date: _____

BUSINESS ASSOCIATE:

ESO Solutions, Inc.



Title: Chief Legal and Compliance Officer

Date: June 7, 2023

REVIEWED ONLY
NOT APPROVED AS TO FORM

By 
Legal Services Department



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

June 21, 2023

Subject: Proposed Master Services Agreement with RLDatix North America Inc. for the purchase of PolicyStat, a document management software for Hospital policy management

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed Master Services Agreement with RLDatix North America Inc. for the document management software, PolicyStat, which includes a policy management subscription service, containing an application website, Word/PDF conversions, up to 30 hours of implementation, and PolicyStat one-time training for staff. The term of this agreement is for three (3) years and contains an annual renewal subscription with a yearly not to exceed of \$35,235.

This purchase will assist Kern Medical's efforts to review and update policies timely and efficiently. Most policies affect multiple departments and prior to approval, need to be reviewed by the multiple departments. This document management software allows for multiple staff to work on the same document, with built in tracking, allows for staff approvals, and cross-linking policies. Having timely reviews and added updates to hospital policies is required for our licensing and accreditation status.

Counsel is unable to approve as to form due to non-standard terms which include payment of all fees if terminated early, interest on late payments, and indemnification of infringement only. Efforts were made to negotiate with the vendor, but to no avail.

Even with the non-standard terms, this purchase would vastly improve the efficiency and accuracy of policy review at Kern Medical, therefore, it is recommended that your Board approve the proposed Master Services Agreement with RLDatix North America Inc., effective June 21, 2023, for a three (3) year term, with a maximum not to exceed of \$105,705, and authorize the Chairman to sign.



Order Form

Safer Patients. Safer Workforce. Safer Organization.

Jason Yoo

jyoo@rldatix.com

(416) 764 0213



Your Order



Dear Beth Ann,

Thank you for your interest in RLDatix. It's been a pleasure working with you to define how RLDatix can support your work in improving quality and safety in healthcare. This order form represents your organization's unique needs and our conversations to date.

Thank you again for your interest in RLDatix. We look forward to working towards safer healthcare together.

Sincerely,

Jason Yoo
jyoo@rldatix.com
RLDatix

Included In this Order



Quote Date	March 31, 2023
Quote Number	Q-55381-20230612-1808
Organization	Kern Medical Center
Currency	USD
Expiry Date	July 31, 2023
RLDatix	311 South Wacker Drive, Suite 4900, Chicago, Illinois, 60606 Tax ID# 99-0365812

Licenses

PolicyStat	1 Application Website(s)
	1500 Initial Word/PDF Conversions
	Active Directory/SSO

Services

PolicyStat Implementation Hrs (Online) (up to 30 hours)
PolicyStat One-Time Training (Online) (up to 1 hours)

*Additional Word/PDF Conversions beyond the scope of this order will be charged at a rate of \$10 per document. This price shall remain in effect for 1 year after the effective start date of this agreement

Your Products



The Software ordered is licensed, not sold, and the license granted to Kern Medical Center is limited in accordance with the Master Services Agreement available on the RLDatix website at <https://www.rldatix.com/enam/msa>

The license granted to the Client listed on this Order Form is limited as follows:

	Subscription License
Hosting Type	RLDatix Hosted
Number of live database limit	Use Existing Database
FTE limit	2,300
The Licensed Material are restricted for use only at the following	Listed Licensed Locations Kern Medical and all affiliated locations.
	Unlisted Licensed Locations The Licensed Materials may also be used at affiliated locations (which are not specifically identified above) as long as none of the unlisted licensed locations exceeds 100 FTEs and the aggregate total of all unlisted licensed locations does not exceed 400 FTEs. "FTE" refers to full-time equivalent number of employees.

Pricing



Your Price

Setup Fee	\$0
Annual Fees	
† Annual Subscription Fee (First Year)	\$35,235
Total Year 1	\$35,235
Minimum Commitment: First Year plus 2 additional years	

For the duration of the Minimum Commitment, annual fee increases shall be 5%



Client Acceptance

Main Contact Information

Name: Beth Ann Garcia
Email: bethann.garcia@kernmedical.com
Phone Number: 16613262688
Address: PO Box 3519, Bakersfield, California, 93385, United States

Invoice Contact

Name: Accounts Payable
Email: accountspayable@kernmedical.com
Phone Number: 661-862-4133
Address: , , , , P.O. Box 3519, Bakersfield, CA 93385

Tax Status

Please indicate your sales tax status:

☒ Taxable ☐ Exempt

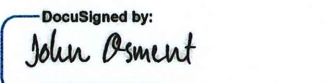
If exempt, record your Tax Exemption Number here _____ and email a copy of your exemption certificate to orders@rlsolutions.com (subject: "Exemption Certificate for order form Q-55381-20230612-1808")

Client Acceptance

This Order Form is made and accepted pursuant to, and inclusive of, the Master Services Agreement that is hereby incorporated by reference and agreed to by Client as a part of this Order Form. I hereby place the above order with RLDatix and represent that I have all necessary authority of the Client listed above to do so.

_____	_____	_____
Signature	Date	Client Name and Title

Russell Bigler, Chairman, Board of Governors

DocuSigned by:

406D327043CD419...
Signature

June 14, 2023 | 7:00:16 AM PDT

Date

John Osment
Commercial Operations Director
RLDatix Name and Title



Terms and Conditions

In addition to the terms and conditions of the Master Services Agreement, the prices quoted above are subject to the following:

License and Services

RLDatix provides this order form subject to its standard terms as indicated below. These standard terms form an essential component of the Order Form being offered and they are designed to streamline the process and reduce labor and costs associated with the order. The above Order Form may list a discount for accepting RLDatix' standard terms/conditions. RLDatix is open to changes to its standard terms, but this will negate the discount otherwise offered. Except as expressly provided in a written agreement signed by authorized representatives of RLDatix and Client identified above, the agreement for the software and services described above shall be comprised of and governed solely by this Order Form, the RLDatix Master Services Agreement delivered with the software, the then-current versions of the RLDatix Standard Support Plan, and the relevant RLDatix Statements of Work, all of which are available at the RLDatix website at <https://www.rldatix.com/en-nam/msa>. RLDatix rejects the terms of any order document or acknowledgement purporting to alter or add to such terms.

Payment/Delivery

Taxes are not included in the prices quoted and will be added to invoiced amounts. Payment is due within 30 days from invoice date. Licensed Materials will be delivered electronically and/or shipped on memory device(s) or made available for downloading. Client must confirm that the above addresses are correct. Payment remit-to instructions are specified below. Client's purchase order must reference the quotation number.

Implementation and Integration Services

If listed, RLDatix is providing implementation and/or other services as part of the initial fee listed above. RLDatix staff time on services is tracked and the Order Form lists the maximum number of hours which will be delivered as part of the initial fee. In most cases the hours listed on the Order Form should be sufficient time for successful implementation. Client can purchase additional hours if required. Unused hours cannot be transferred to other services or products. The listed service hours must be used prior to the one year anniversary of the purchase date and any unused services hours as of that time shall expire. Refer to the relevant Statement of Work document for more details. Out of pocket expenses incurred by RLDatix for plans that include onsite services shall be reimbursed by Client.

Annual Fees

Annual fees are for software support and maintenance and subscription licensing in accordance with the RLDatix Standard Support Plan. A description of RLDatix' support and maintenance is located at the RLDatix web site at <https://www.rldatix.com/en-nam/msa>. Unless otherwise indicated on the Order Form, the First Year of annual fees commences on the purchase date. If a Minimum Commitment is applicable, the term of that commitment will be indicated on the Order Form: Client and RLDatix agree to continue annual support and maintenance for the specified period of time. Maintenance services auto-renew annually unless otherwise cancelled in advance. A lapse in payment of annual fees may result in a reactivation fee.

General

The contents of this order form are confidential and are intended only to transact business between RLDatix and Client, who may not disclose the contents to any third party.

Payments Instructions:

BMO Harris Bank Incoming ACH and Incoming Domestic Wire (Within the US) Instructions:

Bank Name: BMO Harris Bank NA

Bank Routing Number: 071000288

Beneficiary Name: Datix (USA) Inc.

Beneficiary Account Number: 2383222

REVIEWED ONLY
NOT APPROVED AS TO FORM

By 
Legal Services Department

Confidentiality Notice

All rights reserved. This material contains valuable properties and trade secrets of RLDatix embodying substantial creative efforts and confidential information, ideas and expressions (including, but not limited to, implementation approaches, personal identifiable information related to resourcing, project work plans and statement of work, client names and contact information, system configurations, forward-looking statements, pricing and key differentiators), no part of which may be reproduced or transmitted in any form without express written permission from RLDatix.

It is understood that this material will be disclosed on a confidential basis for use by select staff of your organization including key employees and your organization's advisers, with appropriate confidentiality agreements in place, and be retained by anyone who receives it for the sole purpose of evaluating or participating in the evaluation of the proposal on a need-to-know basis.





RLDATIX MASTER SERVICES AGREEMENT

Client (as defined on the Order) and RLDatix (each individually is a "Party" and together they are the "Parties") hereby agree as follows:

1. SCOPE

- 1.1. The terms and conditions of this agreement (the "Agreement") and any attached schedule apply to Client's use of the RLDatix's products or services ordered by Client under an order form, statement of work, or other ordering document issued by RLDatix specifying the services to be provided hereunder (each an "Order" and collectively, the "Orders"). The parties acknowledge that in entering into this Agreement they have not relied upon any representations other than those reduced to writing in this Agreement.
- 1.2. **Purchase Order ("PO") Requirements:** Client expressly agrees that terms and conditions provided under any PO provided to RLDatix shall be of no force and effect and shall be excluded from any Agreement. Client will provide any required POs promptly on signing of the Order. This Agreement also applies to any services or work RLDatix does for Client without any other written agreement.

2. DEFINITIONS

- 2.1. "Affiliates" means affiliated in the manner indicated in the Order.
- 2.2. "Authorized Users" shall consist of the individuals Client permits to either access or use the Licensed Materials and is a subset of the individuals included in Client's FTE number as indicated on the Order. Authorized Users must be associated with either a Listed Licensed Location or an Unlisted Licensed Location.
- 2.3. "Confidential Information" means all confidential information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, and includes this Agreement and all Orders as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such Party. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party, as demonstrated by Receiving Party's written records. Where the Disclosing Party is the Client, Confidential Information shall not include any information provided by Client through public forums or de-identified or aggregated data.
- 2.4. "Client Data" means all non-aggregated or non-deidentified electronic data or information submitted by Client to be stored or processed in the Licensed Materials.
- 2.5. "Documentation" means the published user manuals and other written materials concerning the Licensed Materials that RLDatix generally makes available to its clients from time to time.
- 2.6. "Enhancements" means any updates, upgrades, improvements or new versions of the Software or Documentation that RLDatix may release or make generally available to its clients from time to time, which items are also subject to license.
- 2.7. "FTE" means full time equivalents. FTEs are expressed in numerical units, with full time workers expressed as 1.0 FTE and half-time workers expressed as 0.5 FTE. As used in connection with this Agreement, Client's FTEs include: (i) all of Client's employees, (ii) Client's agents and affiliates, (iii) Permitted Independent IT Contractors, (iv) independent or contract medical personnel (physicians, nurses, pharmacists, etc.) including their support and ancillary staff, and (v) any other groups of health care providers, medical workers and volunteers having privileges or working with Client. Client's FTEs are deemed to exclude: (A) FTEs associated with Non-Licensed Locations as recorded on the Order (only to the extent that there is no overlap with Listed Licensed Locations or Unlisted Licensed Locations), and (B) Client's patients and customers (to the extent that they do not fall into one of the other groups of individuals listed in the preceding sentence).
- 2.8. "IP Claim" means any claim, suit or proceeding filed against Client by any third party to the extent that such claim, suit or proceeding asserts that the Licensed Materials infringe any intellectual property rights of such third party in Canada, the United States, the United Kingdom, Australia or the EU.
- 2.9. "Licensed Materials" means (i) the Software, (ii) the Documentation, (iii) any Enhancements; (iv) any Modifications; (v) any Professional Services and (vi) any copy of the Software, Documentation, Enhancements or Modifications and Third Party Software.
- 2.10. "Licensed Thresholds" refers to the limitations on use specified on the Order such as, without limitation, the following: license type (i.e. the functionality included in the license to Client); number of licensed users (meaning the absolute number of permitted users of the Software rather than the FTE count); number of different types of users; Listed Licensed Locations and Unlisted Licensed Locations; and the FTE limit.
- 2.11. "Listed Licensed Locations", "Unlisted Licensed Locations" and "Non-Licensed Locations" are as indicated on the Order: Listed Licensed Locations being specified by name and address. All authorized locations must be listed and may be excluded from the list only in accordance with terms for locations on the Order.
- 2.12. "Minimum Commitment" means a minimum term of Maintenance and/or a subscription as specified on the Order.
- 2.13. "Modifications" means any alteration, change or modification to any Licensed Materials made at Client's request.
- 2.14. "Order" refers to the order form or quotation provided by RLDatix to Client that specifies the fees and certain parameters for the Licensed Materials, such as, without limitation, License Thresholds.
- 2.15. "Permitted Independent IT Contractor" means an individual or group of individuals not employed by Client but who are engaged in work that supports Client's use of the Licensed Materials. To qualify as Permitted Independent IT Contractors, such individuals or group of individuals must be identified on the Order, must be included in the FTE count, and must not provide services to, or on behalf of, any business which is competitive with RLDatix.
- 2.16. "Software" means the RLDatix-owned computer programs identified on the Order, together with any Enhancements or Modifications.
- 2.17. "Standard Support Plan" means the RLDatix Standard Support Plan, the most current copy of which is always available at <https://www.rldatix.com/en-nam/msa>.
- 2.18. "Third Party Software" means any computer programs not owned by RLDatix that are licensed to Client and provided along with the Licensed Materials.
- 2.19. "Taxes" means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.



3. LICENSED MATERIALS

- 3.1. **Right to Use Licensed Materials: License Grant.** RLDatix hereby grants to Client a non-transferable, non-exclusive perpetual or subscription license (as so identified on the Order) (“**Perpetual License**” or “**Subscription License**”, respectively) for its Authorized Users to (i) under a Perpetual License, install and use the Licensed Materials in accordance with this Agreement, or (ii) under a Subscription License, to remotely access and use the Licensed Material, in each case, subject to the License Threshold limitations set forth in this Agreement and the associated Order (including the duration of any Subscription License or renewal thereof) up to the FTE threshold for which the Fee has been paid, solely at the Listed Licensed Location(s) and Unlisted Licensed Locations as specified and defined on the Order (as modified by the process in section 3.6), and provided always that the FTE and live database limits specified and defined on the Order are not exceeded (the “**License**”). Client shall ensure that the Licensed Materials are not used at Non-Licensed Locations.
- 3.2. **Limitations.** Any right not specifically granted herein is reserved. Client shall have no right to assign, sublicense, transfer, rent, lease, or distribute the Licensed Materials. No right of ownership or any other exclusive right in any particular manner of configuration, customization or setup of the Licensed Materials performed by RLDatix is granted to Client. No right is granted to the Client to use the Licensed Materials other than in support of Client's own internal business processes and activities. No right is granted to the Client herein to operate the Licensed Materials in a service bureau, outsourcing business or other manner in which the Licensed Materials are used to process or manage information other than that generated by Client in the course of Client's own internal operations. Subject to this section, Client specifically agrees to refrain from any direct or indirect efforts or attempts to reverse engineer, decompile, or disassemble the Licensed Materials or to develop any derivative work thereof of any kind. Client shall not remove or obscure any proprietary notices or labels on the Licensed Materials or infect the Licensed Materials with viruses or any other computer code, files or programs that interrupt, destroy, or limit their functionality. Client shall permit only Authorized Users to access the Licensed Materials and only for the exclusive purpose of operating the Licensed Materials in the course of Client's business. Client shall ensure that each Authorized User has, and only uses his or her own, unique account name and password combination to access the Software. Client shall not permit more than one person to use any one account name and password combination. Client shall not permit any person or entity other than RLDatix to maintain or in any way change or modify the Licensed Materials or any element thereof. If Client has elected for a Subscription License, Client's right to the use of the Licensed Materials is limited to the duration of the Subscription License (or any renewal thereof) for which the Subscription License fee has been paid.
- 3.3. **Warranty.** RLDatix warrants that it has the right to (i) enter into this Agreement; (ii) grant the licenses offered pursuant this Agreement; and (iii) grant the right for Client and its Authorized Users to make use of the Third-Party Software.
- 3.4. **Limited Warranty.** RLDatix warrants that the Software and any Enhancements will, for a period of six (6) months from the Effective Date, perform materially as described in the then-current Documentation. No warranty or assurance is made as to the ability of the Software to satisfy any or all of Client's particular requirements or that use of the Software will be uninterrupted or error free. The Limited Warranties shall not apply to the extent that (i) Client does not report a nonconformity or defective element of the Software within the Limited Warranty period set forth above, (ii) the Software is not used in accordance with the then-current Documentation, (iii) Client makes any changes to the underlying Software that have not been approved in writing by RLDatix, and/or (iv) the nonconformity is due to the misuse of the Software. In the event of written notice of a breach of the Limited Warranty set forth in section 3.4, RLDatix or its representative will undertake all commercially reasonable efforts to correct the nonconformity or repair or replace any defective element of the Licensed Materials. If the breach cannot be so cured, RLDatix will (i) accept the return of the Licensed Materials, (ii) terminate the license granted herein, and (iii) refund the Initial Fees and First Year fees paid by Client as of the date such written notice was provided to RLDatix. The foregoing sentence represents Client's sole and exclusive remedy for any breach of the Limited Warranties, or any duty or obligation related to the operation or quality of the Licensed Materials.
- 3.5. **Authorized Users.** Only Authorized Users are entitled to make use of and access the Licensed Materials, and only then (i) from Listed Licensed Locations and/or Unlisted Licensed Locations as specified and defined on the Order, using a secure connection to the server hosting the Software for Client and (ii) exclusively to operate the Software for Client's internal business. As such, Client will ensure that only Authorized Users have access to the Licensed Materials.
- 3.6. **Location Substitution and FTE Limit.** Client may substitute one permitted location for another Listed License Location, provided that (i) the new location replaces either an original location on the initial Order or a location subsequently added via this process, (ii) the new location is in the same country as the location it is replacing, (iii) the FTE number of the new location is the same or smaller than the FTE number at the replaced location, and (iv) Client provides RLDatix with written notice of the change within 90 days of making the substitution (and Client must include in such notice the address and FTE total of both the new and replaced location(s)), and (iv) the Licensed Materials are no longer used at the replaced location. Supplemental License Fees will be applicable where FTE growth and/or new locations (in relation to the Order), cannot be accommodated through the process of Location Substitution per this paragraph.
- 3.7. **Acceptance.** Within three (3) months of delivery of the Licensed Materials or making them available for use or download, Client shall complete testing and evaluation of the Licensed Materials. In the event that there is a material non-conformance in the operation of the Software or a material non-conformance in the other Licensed Materials during this period, Client shall provide written notice thereof to RLDatix. A material non-conformance in the operation of the Software is defined as a Severity Level 1 or Severity Level 2 issue as per the Standard Support Plan. RLDatix shall then have fourteen (14) days to address the non-conformance or defect in accordance with the terms of the Standard Support Plan and to provide Client with a written Notice of Repair, thereafter starting a fourteen (14) day time period for Client to retest and re-evaluate the Licensed Materials. In the event the non-conformance is not cured within this time period, Client, at its sole discretion, can extend the cure period for such non-conformances or terminate the applicable Order. The Licensed Materials shall be deemed accepted by Client upon the earliest of (i) Client providing written notice of acceptance, (ii) Client not presenting a notice of non-conformance or defect within the first thirty (30) days after Client places the Software into a production/live environment for go live, (iii) Client not presenting a notice of non-conformance or defect within the first three (3) months after the Licensed Materials is made available to Client for use (or, as the case may be within three (3) months of making the Licensed Materials available for download), or (iv) more than fourteen (14) days passing since RLDatix's last Notice of Repair being provided to Client without a written notice of material non-conformity being issued by Client, such date being the “Acceptance Date”.
- 3.8. **Professional Services:** RLDatix will provide any required implementation and professional services as listed in the Order (the “Professional Services”) and defined in an applicable Statement of Work (“SOW”).



- 3.9. **Data Protection:** RLDatix will maintain appropriate administrative, physical and technical safeguards designed for the protection of the security, confidentiality and integrity of Client Data, including measures designed to prevent access, use, modification or disclosure of Client Data by RLDatix personnel, as required to provide the Licensed Materials and prevent or address service or technical problems.
- 3.10. **Hosting:** Hosting services may be provided by a hosting partner that is a subcontractor of RLDatix. Subject to the terms of this Agreement, RLDatix shall be responsible for the actions of the Hosting Partner, to the extent that such actions are directly related to the services provided to Client.
- 3.11. **Support and Maintenance.** Support and maintenance services ("Maintenance") will be provided in accordance with the then-current version of the Standard Support Plan. RLDatix reserves the right to make changes to the Standard Support Plan and the policies within it to improve or enhance the support and maintenance.
- 3.12. **Limitation on Version.** RLDatix will provide Maintenance for only the most current version of the Software and the previous two versions preceding the release of the most current version of the Software, subject only to Client's payment of the applicable Maintenance fees as provided hereunder. RLDatix may, in its sole discretion, offer Maintenance on a time and materials basis for older versions of the Software and shall be predicated on Client currently receiving Maintenance.
- 3.13. **Professional Services Terms and Conditions.** The parties agree that all Professional Services will be supplied in accordance with the relevant Order and any associated SOW. If Client does not materially adhere to the guidelines in the relevant SOW, RLDatix reserves the right to either (i) perform the services on a time and materials basis, or (ii) not perform the services. Services dates and times which have been agreed to by both parties which are later cancelled or rescheduled at Client's request will require that: (i) all such fees for delivered Professional Services shall become immediately due and payable; (ii) Client shall reimburse RLDatix for expenses incurred prior to the cancellation or rescheduling notice being received; and (iii) if RLDatix is notified less than twenty (20) business days before the scheduled date, forfeiture by Client of the service hours which RLDatix is reasonably unable to re-book with another client for the same date and time. Any Services listed on the associated Order must be used by Client prior to the one-year anniversary of the Effective Date. Any Services unused by Client as of that time shall expire. Unused services cannot be transferred to other engagements.
- 3.14. **Out-of-Pocket Expenses.** Expenses incurred by RLDatix in providing on-premise training or services shall be fully reimbursed by Client pursuant to the US General Services Administration per diems and are in addition to fees otherwise listed in the Order unless explicitly stated otherwise.

4. CLIENT RESPONSIBILITIES WITH RESPECT TO THE LICENSED MATERIALS

- 4.1. **Responsibilities:** Client shall ensure that: (i) the maximum number and type of Authorized Users that will be permitted to use the Licensed Materials and their mode of access shall comply with the applicable Order; (ii) the Authorized Users will use the Licensed Materials in accordance with the terms and conditions of this Agreement and the applicable Order; and (iii) its network and systems used in conjunction with the Licensed Materials comply with the Documentation that may be updated from time to time. Client is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to RLDatix's data centers and maintaining the security of its equipment and account access passwords. Client shall cooperate with RLDatix to permit RLDatix to install, support, troubleshoot or otherwise provide services, which may include but not be limited to the provision of reasonable facilities and access to systems and equipment and the assignment of appropriately skilled and trained personnel to interact with RLDatix representatives. If Client fails to fulfill its responsibilities, RLDatix shall be relieved of the obligation to provide services to Client which are made more difficult or expensive by reason of Client's failure to fulfill Client's responsibilities. RLDatix may, in its sole discretion, offer to continue providing services to Client under such circumstances for an additional charge.
- 4.2. **Client Data:** Client acknowledges that the collection of Client Data is the sole and exclusive responsibility of Client. Client acknowledges that RLDatix is not responsible in any way for any intellectual property infringement or the violation of any third party's rights or any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising from or relating to the Client Data. In relation to all personal data comprised within the Client Data, Client warrants that such personal data shall have been obtained and supplied to RLDatix in compliance with applicable laws and Client warrants that it has obtained all necessary consents and approvals from users that are necessary to permit RLDatix to provide the services under this Agreement. Client further agrees to not use the Licensed Materials to store, process or transmit any sensitive financial information, including but not limited to any account number, credit or debit card number (with or without any required security code) or password that would permit access to an individual's financial account, and RLDatix disclaims responsibility for any such data.
- 4.3. **Trade Sanctions:** Each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations. For clarity, the Client is solely responsible for compliance related to the manner in which the Client chooses to use the Licensed Materials, including the Client's transfer and processing of Client Data. The Client represents and warrants that the Client and its financial institutions, or any party that owns or controls the Client or its financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government, the United Kingdom Government, the European Union or its Member States, or other applicable government authority.

5. PAYMENT AND INVOICING

- 5.1. **Fees:** Software is purchased on a subscription or perpetual basis as specified in the applicable Order and subject to the First Year Fee as set out in the Order. Additional purchases of Licensed Materials may be added during the Term (as specified below). Fees for Professional Services will be offered on a one-time or subscription basis as set out in the applicable Order. If Client cancels its order, fails to pay the specified fees for the duration of the Minimum Commitment in accordance with this section, or this Agreement is otherwise terminated (other than for the failure of the Software to be accepted), Client agrees to immediately pay all outstanding invoices and 100% of all remaining fees otherwise due for the remainder of the term of the Minimum Commitment.
- 5.2. **Invoicing and Payment:** All fees are invoiced in advance, unless otherwise set out in the applicable Order. Unless otherwise stated in the applicable Order, invoiced charges are due within thirty (30) days from receipt of invoice. Payment obligations are non-cancelable and fees paid are non-refundable except as otherwise set out in this Agreement.
- 5.3. **Late Payment:** If any amounts are not received by RLDatix by the date specified on the applicable Order (unless subject to good faith dispute), then such charges shall accrue late interest at the rate of 1.5% compounded (19.6% per annum) of the outstanding balance per month or the



~~maximum rate permitted by law (whichever is lesser), from the date the payment was due until the date paid; and~~ RLDatix may, without limiting its other rights and remedies, suspend Client's access to the Licensed Materials, in whole or in part, until such amounts are paid in full.

- 5.4. **Taxes:** Unless otherwise stated, fees do not include any Taxes. Client is responsible for paying all Taxes associated with the purchases under the Order where applicable. If RLDatix has the obligation to pay or collect any Taxes associated with an Order for which Client is responsible, then Client shall pay or reimburse RLDatix the amount of the Taxes. For clarity, RLDatix is solely responsible for taxes assessable against it based on its income, property or employees.

6. PROPRIETARY RIGHTS

- 6.1. **Licensed Materials:** Subject to the limited rights expressly granted hereunder, RLDatix reserves all rights, title and interest in and to the Licensed Materials and all modifications and improvements to the Licensed Materials, plus all related intellectual property rights. Except as expressly stated in this Agreement, this Agreement does not grant Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Licensed Materials. Any Modifications to any part of the Licensed Materials, excluding the Third Party Software, will be owned by RLDatix immediately on creation regardless of whether the Modifications were made at the request of Client or not. To the extent Client owns or acquires any right, title, or interest in and to any Modifications, Client hereby assigns to RLDatix all such right, title, and interest in and to such Modifications, including all intellectual property rights therein. RLDatix will own all intellectual property rights in any works created in performing this Agreement or in providing any Licensed Materials or Professional Services.
- 6.2. **Client Data:** Client reserves all rights, title and interest in and to the Client Data, and subject to the limited rights granted by Client hereunder, RLDatix acquires no right, title or interest from Client under this Agreement in or to Client Data or any intellectual property rights therein. Client hereby grants to RLDatix an irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to (i) de-identify any and all Protected Health Information obtained by RLDatix under this Agreement in accordance with the de-identification requirements of 45 CFR 164.514(a)-(b), and use and disclose such de-identified data consistent with 45 CFR 164.502(d) for the proper management and administration of RLDatix or to carry out its legal responsibilities, and (ii) combine Protected Health Information disclosed by Client to RLDatix with any de-identified or aggregated data maintained by RLDatix (provided that aggregated Protected Health Information is first de-identified by RLDatix in accordance with HIPAA), and to make such Protected Health Information available to other Covered Entities (as defined under HIPAA) to enable such Covered Entities or RLDatix to perform comparative analyses of their healthcare operations with the benefit of such data.

7. CONFIDENTIALITY

- 7.1. **Confidentiality:** The Receiving Party shall: (i) protect the Disclosing Party's Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care); (ii) not use (except to perform its obligations hereunder or exercise its rights hereunder) or disclose to any third person any such Confidential Information, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to such Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less than those herein. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party, if permitted by law, shall first give written notice of such requirement to the Disclosing Party, and shall permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and reasonably cooperate with the Disclosing Party in seeking to obtain such protection. Each Party may also confidentially disclose the terms and conditions of this Agreement to actual or potential financing sources or acquirers. RLDatix is aware that Client is a government entity and is subject to the California Public Records Act, Cal.Govt.Code §6250 et seq., the Brown Act, Cal.Govt.Code §54950 et seq., and other laws pertaining to government entities. Information required by law to be disclosed will not be considered Proprietary and Confidential by the Parties and will be disclosed only to the extent required to comply with that legal obligation.
- 7.2. **Feedback:** To the extent Client provides any suggestion, idea, enhancement requests, recommendations or comments ("Feedback") to RLDatix, such Feedback will not be considered Confidential Information and RLDatix will have the unrestricted right to use, profit from, disclose, publish or otherwise exploit any Feedback without any compensation to Client. Client shall have no intellectual property rights in any developments arising from any Feedback.

8. DISCLAIMER

- 8.1. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN EACH SCHEDULE, RLDATIX MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.
- 8.2. CLIENT ACKNOWLEDGES AND AGREES THAT RLDATIX HAS NOT REPRESENTED ITS PRODUCTS AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE. THE PARTIES AGREE THAT, AS BETWEEN CLIENT AND RLDATIX, CLIENT IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF CLIENT CONTENT AS INPUT INTO THE PRODUCTS. CLIENT ACKNOWLEDGES AND AGREES THAT RLDATIX DOES NOT PROVIDE MEDICAL SERVICES TO PATIENTS AND THAT THE OBLIGATION TO EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES.

9. INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT

- 9.1. RLDatix will ~~indemnify and~~ defend at its expense any IP Claim, ~~hold harmless~~ and will pay all costs and damages finally awarded against Client by a court of competent jurisdiction or any settlement amounts finally agreed to by RLDatix as a result of any such IP Claim, provided that Client (i) promptly notifies RLDatix in writing of such IP Claim, (ii) transfers sole control of the defense of the IP Claim and all negotiations leading to a settlement or resolution (provided that Client will have the right to reasonably participate, at its own expense, in the defense of any such IP Claim); and (iii) fully co-operates with and assists RLDatix in the defense of such IP Claim.
- 9.2. If an IP Claim arises, or in RLDatix's opinion, may arise, then RLDatix may at its sole option and in its sole discretion (i) replace or modify that portion of the Licensed Materials so as to avoid the IP Claim; (ii) procure the right for Client to continue the use of the Licensed Materials, or



(iii) terminate that portion of the applicable Order corresponding to the IP Claim and refund to Client a pro rata amount of the fees actually paid by Client to RLDatix for the unused portion of the annual fees for such Order.

- 9.3. The foregoing indemnities will not apply to any IP Claim based upon or arising from (i) any unauthorized use or modification of the Licensed Materials; (ii) use of the Licensed Materials in combination with any software, data, content or hardware not provided or required by RLDatix, to the extent the IP Claim relates to the combination or (iii) any work product based on specifications provided by Client to the extent the IP Claim related to such work product created based on those specifications.
- 9.4. THE FOREGOING REPRESENTS CLIENT'S SOLE AND EXCLUSIVE REMEDY AND RLDATIX'S ENTIRE LIABILITY AND OBLIGATION WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

10. LIMITATION OF LIABILITY

- 10.1. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, INCLUDING LOSS OF DATA, LOSS OF PROFIT, LOSS OF REVENUES OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CLIENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM LEADING TO SUCH LIABILITY.
- 10.3. SECTION 10.2 SHALL NOT APPLY TO (i) CLIENT'S PAYMENT OBLIGATIONS FOR THE SERVICES UNDER THIS AGREEMENT; (ii) ANY BREACH OF SECTION 4.1; (iii) INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1; OR (iv) EITHER PARTY'S FRAUD, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.
- 10.4. 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 liabilities or obligations of the County of Kern or any other entity, including the state of California. California Health and Safety Code Section 101853(g).

11. TERM AND TERMINATION

- 11.1. **Effective Date:** The License granted herein commences (and the terms and conditions and software license making up this Agreement are adopted by Client), on the Effective Date, which shall commence on the earlier of (i) the date Client signs the Order, (ii) the date by which Client provides a purchase order consistent in all respects with the terms set forth herein, (iii) the date on which RLDatix provides services or software pursuant to this Agreement, (iv) in the case of a Subscription Term, the first day of the first license key being operational, or (v) the date on which Client installs, copies or in any way uses the Licensed Materials.
- 11.2. **Subscription Term.** For Licensed Materials licensed under a subscription model, the term of this Agreement shall be the term set out in the first Order under this Agreement (the "Term", with the first twelve months of the Term being the "First Year"). The Agreement will automatically renew for additional periods of one year (each a "Renewal Term"; the First Year along with any Renewal Terms being the "Subscription Term") unless either Party gives notice of non-renewal to the other Party at least three months before the end of the Subscription Term. Additional Subscriptions purchased on any subsequent Order will co-terminate with the Subscription Term. Client's Subscription License fee includes a subscription to Maintenance for the term of the Subscription Term. A Subscription Term cannot be discontinued or terminated during the Minimum Commitment.
- 11.3. **Perpetual Term.** For Licensed Materials licensed under a perpetual model, the Term shall survive until terminated.
- 11.4. **Maintenance Term.** For Licensed Materials licensed under a subscription model the Maintenance Term coincides with the Subscription Term. For Licensed Materials licensed under a perpetual model, Maintenance is available for one (1) year terms. Unless otherwise indicated on the Order, the "First Year", being the first year of Maintenance, shall commence on the Effective Date of the Agreement, the month and day of which shall become known as the "Renewal Date." The Renewal Date shall constitute the commencement date of each successive one-year Maintenance Term (each a "Renewal Term"). Following the First Year (and completion of the Minimum Commitment period if applicable), Maintenance shall be renewed for successive one year terms on the Renewal Date, provided, however, that either party may, by written notice to the other party at least three (3) months prior to the expiration of the First Year or any Renewal Term elect to discontinue Maintenance as of the end of the latter of (i) the then-current Maintenance Term and (ii) the Minimum Commitment. In the event that Client does not renew its term of Maintenance with RLDatix and later elects to receive Maintenance, Maintenance may be reinstated by RLDatix, in its sole discretion, for a Maintenance fee equal to (i) the fee that Client would have paid had Client retained the Maintenance since termination of Maintenance, prorated for any partial periods, plus (ii) prepayment of Maintenance fees for the following full term, plus (iii) a reactivation fee equal to 10% of the total of (i) and (ii) above. If Client and RLDatix elect to reinstate Maintenance as set forth above, and the Licensed Materials are licensed under a perpetual model, RLDatix shall provide Client with the most recent version of the Software and provide Maintenance as described herein. Maintenance cannot be discontinued nor terminated in accordance with this section during the term of a Minimum Commitment.
- 11.5. **Termination:** If either Party (i) fails to substantially comply with any material provision of this Agreement or any Order, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching Party may terminate this Agreement or the affected Order. Upon expiration or termination of this Agreement, (a) Client shall cease any further use of the Licensed Materials or Documentation, (b) each Receiving Party will return or destroy, at the Disclosing Party's option and upon written request, the Disclosing Party's Confidential Information in the Receiving Party's possession or control, (c) all fees that have accrued as of such expiration or termination, and Sections 5, 6, 9, 10, 11 and 12, will survive any expiration or termination of this Agreement or the affected Order and (d) if this Agreement or an Order is terminated due to RLDatix's uncured breach, then RLDatix will refund to Client a pro rata amount of the annual fees actually paid by Client to RLDatix for the unused term of the affected Order.

12. GENERAL

- 12.1. **Entire Agreement.** This Agreement, the Order, the Schedules, the Hosting Addendum (where applicable), the Standard Support Plan Schedule (where applicable), and any other document expressly referred to in the body of this Agreement or Order constitutes the entire agreement between the parties relating to any and all software or services purchased by Client from RLDatix, and supersedes all prior agreements, understandings and representations as to the subject matter set forth in this Agreement and shall control over any different or additional terms of any purchase order or other non-RLDatix ordering document, and no terms included in any such purchase order or other non-RLDatix ordering document shall apply to the Licensed Materials. The terms of this Agreement can only be varied by a written agreement



signed by both RLDatix and Client or an updated version of this Agreement being presented by RLDatix and accepted by Client. The headings in the Agreement are provided for convenience only and shall not be construed to infer intent or meaning. In the event of a conflict between the terms of this Agreement and any other document forming part of the Agreement (including, but not limited to, the Order, the Hosting Addendum (where applicable) and the Standard Support Plan Schedule), the order of precedence shall be the Order, the Hosting Addendum, this Agreement, the Standard Support Plan Schedule. In the case of any other document, unless the other document is signed by both parties and makes specific reference to this Agreement and identifies by section or paragraph number the specific elements of this Agreement in respect of which the other document is to take precedence, it shall have no bearing. No general statement that another document takes precedence shall apply. In the event of a conflict between this Agreement and an Order, the terms of this Order shall control.

- 12.2. **Assignment:** Neither Party may assign this Agreement nor any rights or obligations herein without the other Party's prior written approval, except that either Party may assign this Agreement to a successor to substantially all of its assets or business related to this Agreement or an Affiliate, subject at all times to Section 3 of this Agreement. Any purported assignment in violation of this Section shall be void.
- 12.3. **Miscellaneous:** Notices to RLDatix provided must be addressed to the Legal Department of RLDatix and emailed to legal@RLDatix.com. Notices to Client may be delivered to the contact information for Client provided in the Order. The parties expressly exclude application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Conventions, 1980). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 12.4. **Applicable Law, Incompatibility:** If Client is based in the United States this Agreement will be governed by the laws of the State in which Client is based. If Client is based in the United Kingdom this Agreement will be governed by the laws of England and Wales. If Client is based in the EU this Agreement shall be governed by the laws of Ireland. If Client is based in Australia or New Zealand this Agreement will be governed by the laws of the State of Victoria, Australia. Otherwise, this Agreement will be governed by the laws of Ontario, Canada. If a law, regulation or ordinance prevents a party from agreeing to one or more terms of this Agreement or in the event that any of the terms of this Agreement become or are declared to be invalid or unenforceable, then this Agreement will be deemed to be amended to reflect the limit of what is permitted by the law, regulation or ordinance.
- 12.5. **Force Majeure Event:** No delay, failure or default, will constitute a breach of this Agreement, to the extent caused by acts of war, terrorism, hurricanes, earthquakes, pandemic, other acts of God or nature, strikes or other labor disputes, riots, power grid failure or other causes beyond the performing Party's reasonable control (collectively, a "Force Majeure Event").
- 12.6. **Ethics:** Each Party shall hold itself and its Affiliates to high ethical standards, including basic human rights, not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery or anti-bribery legislation, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner, without corruption.
- 12.7. **Reserved.**
- 12.8. **Audit Rights.** The Parties shall maintain accurate books and records relating to the Licensed Materials, including but not limited to the Client maintain records relates to its use of the Licensed Materials in comparison to the License Thresholds and limitation on the Order. Wherever possible, such books and records shall be in a form to permit remote access and review. A Party may, at its sole cost and expense, conduct an audit of the other Party's books and records relating to the Licensed Materials during normal business hours, with reasonable advanced notice and no more frequently than annually, and subject to any reasonable requirements of Client in respect of confidentiality. In the event that an audit reveals that Client's use of the Licensed Materials is in excess of any License Thresholds at any time, Client shall immediately tender the applicable supplemental fees, and should the audit reveal that Client's use was more than 5% in excess of any License Threshold at any time, Client shall reimburse RLDatix for the reasonable costs of the audit.
- 12.9. **Third Party Applications:** Third-Party applications purchased by Client through RLDatix or otherwise shall not be governed by this Agreement. Some elements of Third-Party Software require the distribution of separate notices, license terms and/or source code, and all Third-Party Software is subject to the license terms of such Third Party Software. None of the terms of the Third-Party Software licenses diminish or minimize the rights RLDatix is otherwise offering to Client in this Agreement. For each such element of Third-Party Software, the applicable licenses, notices or other elements can be found on the distribution media for the Software licensed by this Agreement in the folder named "Third-Party Software" and on the RLDatix web site at <https://rldatix.com/en-nam/company/terms>.
- 12.10. **On-Premise Software:** If Client is purchasing Licensed Materials for an on-premise deployment, the terms and conditions stated in the On-Premise Platform Terms and Conditions Schedule shall apply.
- 12.11. **Hosted Software:** If Client is purchasing Licensed Materials for a SaaS or hosted deployment, the terms and conditions stated in the Hosted Platform Terms and Conditions Schedule shall apply.



SCHEDULE 1 HOSTED PLATFORM TERMS AND CONDITIONS SCHEDULE

1. The terms and conditions of this Schedule 1 apply to Client's use of RLDatix Software via RLDatix' hosted deployment ("HD") or Software-as-a-Service-based subscription services ("SaaS"), professional and support services, along with any related work product (such as HD, SaaS, professional and support services and work product, collectively, the "RLDatix Platform") ordered by Client under an Order, Statement of Work, or other ordering document issued by RLDatix (including any online form, which Client agrees is subject to acceptance or rejection by RLDatix) specifying the services to be provided hereunder (each an "Order" and collectively, the "Orders"). The terms contained in this Schedule 1 shall apply to the RLDatix Platform only and are in addition to all other terms stated within the main body of the Agreement. All usage restrictions, IP terms and other terms applicable stated in the main body of the Agreement above shall apply to the RLDatix Platform.

2. SERVICE

2.1 Service Level Agreement and Support Services: RLDatix will provide the RLDatix Platform and related support services (in accordance with the Standard Support Plan Schedule). Client's Subscription License Fee includes a non-cancellable subscription to Maintenance for the term of the Subscription License or any renewal thereof.

3. WARRANTY

3.1 Hosting Warranty: RLDatix warrants that the RLDatix Platform, as delivered, shall perform materially in accordance with the specifications contained in the then current Documentation that relates to the RLDatix Platform. In the event of any breach of the warranty in this sub-section during the term of this Agreement, RLDatix shall, as its sole liability and Client's sole remedy (in addition to any termination right that may arise from such warranty breach), diligently remedy such deficiencies that cause the HD or SaaS to not conform to this warranty. If RLDatix determines that it is unable to remedy such deficiencies, RLDatix may terminate that portion of the applicable Order affected and refund to Client a pro rata amount of the fees actually paid by the Client to RLDatix for the unused Subscription Term of the defective RLDatix Platform.

3.2 Professional Services: RLDatix warrants that the Professional Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. Client's sole and exclusive remedy (in addition to any termination right that may arise from such warranty breach) with respect to this warranty will be that RLDatix shall correct the breach of this warranty or reperform the services within a commercially reasonable period of time, provided that Client reports any warranty claims to RLDatix within thirty (30) days of the delivery of the related Professional Services.

3.3 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, RLDATIX MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THAT OPERATION AND ACCESS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY OR THOSE ARISING FROM STATUTE OR USAGE OF TRADE.

4. TERMINATION

4.1 Return of Client Data: Upon Client's written request, where such request must be made within thirty (30) days following expiration or termination of this Agreement, RLDatix shall return Client Data to Client via secure FTP and in an industry standard file format at no cost to Client. All Client Data shall be deleted by RLDatix within ninety (90) days after expiration or termination of this Agreement. Notwithstanding the foregoing, RLDatix shall be permitted to retain any Client Data that is required to be retained as part of ongoing or contemplated litigation.

4.2 Transition Services: RLDatix may provide transition services to Client, upon expiration or termination of this Agreement, under an applicable Statement of Work signed by both Parties and at RLDatix' then current fee rate for such Professional Services.



SCHEDULE 2
ON-PREMISE PLATFORM TERMS AND CONDITIONS SCHEDULE

- 1.1. **Hardware and Other Software.** Client shall be solely responsible to obtain and ensure the proper operation of the hardware and software necessary to operate and use the Licensed Materials. Any costs associated with acquiring, maintaining or using Client hardware or any supporting software (including but not limited to operating systems) and/or any connectivity necessary to use or support the Licensed Materials shall be entirely those of Client.
- 1.2. **Environment.** Under a Perpetual License, Client may install and operate the Software in one live / production environment unless specified otherwise in the Order. Except as is necessary to install and operate the Software in a single live / production environment, and a single backup thereof, and one training / test environment, Client shall enjoy no right of duplication of the Software.
- 1.3. **Remote Access.** Where Client hosts the Software, Client will assist RLDatix in establishing remote access through an Internet-based third-party remote access solution when RLDatix requires access to effectively support the Software.
- 1.4. **Enhancements.** RLDatix will periodically group revisions, updates and/or Enhancements into a version or release of the Licensed Materials that will be sent to Client (or made available for download by Client), together with instructions for the installation thereof. Client will be responsible for installing the new version or release of the Licensed Materials. At Client's request, RLDatix will lead the installation of the updated version of the Licensed Materials in the Client's environment, at RLDatix's then-current Professional Services rates on a time and materials basis. Client is solely responsible for adding versions and releases of the Software on a timely basis.



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

June 21, 2023

SUBJECT: Proposed Purchase Agreement with GE Precision Healthcare, LLC, a GE Healthcare business (GE Healthcare) to procure the 1.5 T Signa Voyager MRI in the amount of \$1,327,639.42 plus applicable taxes

Requested Action: Approve; Authorize Chairman to Sign

Summary:

Kern Medical is requesting that your Board approve the purchase of a 1.5 Tesla Signa Voyager. Kern Medical has utilized a mobile Siemens MRI since 2008. Due to the age of the machine, the reliability of the current MRI has started to decrease over the past years while the difficulty to obtain replacement parts and service has continued to increase. Being located in a trailer has led to a number of challenges in maintaining the ambient temperature within the unit and failures in the cooling system have resulted in months of downtime. Kern Medical is currently working on the design of a new fixed-site MRI building which we anticipate to be complete in early 2025. In order to finalize the design, Kern Medical must contract for the purchase of the desired MRI so that final specifications can be accommodated. The payment for this unit is not due until installation.

The Voyager MRI is also a significant advancement in technology compared to the current unit, with an increased bore diameter. Currently, approximately 30 individuals each month are sent to an outside provider for MRI imaging due to incompatibilities with the current MRI bore size. This new MRI is more efficient, able to scan at a much quicker rate, which will help alleviate the current imaging needs. These advances will allow Kern Medical to provide more care onsite in a more efficient manner.

Kern Medical compared alternative MRI machines including Toshiba, Phillips and Siemens. The Toshiba and Phillips products were not capable of meeting the needs of Kern Medical. The Siemens products were competitive based on functionality, however were cost prohibitive and after analysis, any increase in functionality did not justify the increased cost. Kern Medical also worked with GE to determine if a GoldSeal refurbished model was available, however at this time, there were no GoldSeal models available that satisfied the needs of the organization.

Therefore, it is recommended that your Board approve the purchase agreement with GE Precision Healthcare, LLC, a GE Healthcare business, to procure the 1.5 T Signa Voyager MRI in the amount of \$1,327,639.42 plus applicable taxes.



Addendum to Agreement

GE Healthcare

This Addendum ("Addendum") is made by Kern Medical with an address at 1700 Mount Vernon Avenue, Bakersfield, CA 93306 ("Customer") and GE Precision Healthcare LLC, a GE Healthcare business, with an address at 3000 N. Grandview Blvd., Waukesha, WI 53188 ("GE Healthcare"), parties to Quotation # 2009122709.16 dated May 24, 2023 ("Quotation", attached as Exhibit A) for the products and/or services listed on the Quotation in accordance with the terms and conditions identified in the Quotation ("Agreement").

The Agreement is amended as follows:

1. Notwithstanding anything to the contrary, the following will apply to the Agreement:
 - a. **"Public Records.** GE Healthcare is aware that Customer is a government entity and is subject to the California Public Records Act, Cal.Govt.Code §6250 et seq. If Customer receives a demand for the disclosure of any information related to this Agreement that GE Healthcare has claimed to be confidential and proprietary, such as GE Healthcare's pricing, programs, services, business practices or procedures, it is not prohibited from complying with demand; however, Customer must: (a) promptly notify GE Healthcare in writing of the demand, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with the California Public Records Act."
 - b. **"Dispute Resolution.** The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software; and/or (iii) terminate Customer access to the SaaS or remote hosted Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution."
2. The parties agree that the Business Associate Agreement executed by the parties as of February 16, 2022, will apply to this Agreement.
3. Except as set forth in this Addendum, the Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any other earlier amendment, the terms of this Addendum will prevail. Except as otherwise expressly provided in this Addendum, the parties agree that all provisions of the Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and the Agreement contain the entire agreement among the parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.
4. Customer's form of payment is:

Initial to indicate form of payment : (If potential for a lease exists, GE HEF or otherwise, select lease) _____ Cash * _____ Lease _____ GE HEF Loan If leasing please provide name of finance company below: _____ *Selecting cash declines option for GE HEF financing *Cash is the default option if this Addendum is signed and the form of payment is not indicated above. Initial to indicate tax status: _____ Exempt from Sales and Use Tax (Note: GEHC must have a Current Tax Exemption Certificate) _____ Subject to Sales and Use Tax* *Subject to Sales and Use Tax is the default option if this Addendum is signed and the tax status is not indicated above.

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

Kern Medical Center

Signature: _____

Print Name: Russell Bigler

Title: Chairman, Board of Governors

Date: June 21, 2023

GE Healthcare

Signature: _____

Print Name: ERIC JACKS

Title: ACCOUNT MANAGER

Date: 6/6/23

**REVIEWED ONLY
NOT APPROVED AS TO FORM**

By 
Legal Services Department

Exhibit A

Quotation # 2009122709.16 dated May 24, 2023

Please see attached



May 24, 2023
Quote Number: 2009122709.16
Customer ID: 1-23R4ES
Quotation Expiration Date: 06/23/2023

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 (including line/catalog details included herein) 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.

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
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 Medical Center

Signature: _____

Print Name: Russell Bigler

Title: Chairman, Board of Governors

Date: June 21, 2023

Purchase Order Number, if applicable

GE Precision HealthCare LLC, a GE HealthCare business

Signature: Eric Jacks

Title: Account Manager - VASOMfr Rep

Date: May 24, 2023

REVIEWED ONLY
NOT APPROVED AS TO FORM

By
Legal Services Department



May 24, 2023

Quote Number: 2009122709.16

Customer ID: 1-23R4ES

Quotation Expiration Date: 06/23/2023

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Name: Eric Jacks

Email: eric.jacks@ge.com

Phone:

Fax:

Name: Kenneth Grant

Email: kenneth.grant1@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

KERN COUNTY HOSPITAL AUTHORITY, 1700 MOUNT VERNON AVE BAKERSFIELD,
CA, 93306-4018 US

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan 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).
- If your purchasing process requires a purchase order, please make sure it includes:
 - 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

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:

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

Summary by Configuration

Configuration Name	Modality	Net Price (USD)
2023 1.5T Signa Voyager Starting Configuration	MR	\$1,327,639.42

Grand Total:\$1,327,639.42

Summary by Modality

Modality Totals	Net Price (USD)
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Grand Total:\$1,327,639.42

Catalog Item Details

Line	Qty	Catalog	Pricing Non-Disclosure Language	Net Price
1	1.00	Y0000LC		\$0.00

This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.

Line	Qty	Catalog	SIGNA™ Voyager 1.5T MR30	Net Price
2	1.00	S7530GH		\$456,000.00

For a period of 3 years from Equipment Acceptance, GE Healthcare will provide Customer (as part of the Equipment warranty) with the following software changes to the extent they maintain existing software features of the Equipment and are made generally available to GE Healthcare's installed customer base as part of warranty: (i) updates, which consist of error corrections or modifications; (ii) interface modifications; and (iii) security patches that have been validated by GE Healthcare to be compatible with the Equipment. Software upgrades (including revisions or enhancements to (i) the Equipment's software or (ii) separately licensed Software), which improve or expand existing software features and are made generally available for purchase under a separate GE Healthcare license, are excluded. Additional hardware required to implement the software changes are excluded. GE Healthcare remote connectivity to the Equipment is required per GE Healthcare terms and conditions.

The SIGNA™ Voyager MR30 1.5T 70cm wide-bore magnetic resonance system is designed to enable you to deliver both clinical excellence and operational efficiency while addressing the cost of ownership for 1.5T wide-bore technology. With SIGNA™ Voyager simplify and accelerate the scanning process from set-up to acquisition to post-processing for your technical staff, with access to an extensive range of clinical imaging and advanced visualization capability for your clinicians.

S7530GH comprises the foundation system electronics and collector kits, calibration phantoms, LDC monitor as well as the core RF coil suite. This enhanced edition of SIGNA™ Voyager also provides supplementary advanced applications that further extend clinical capability and performance.

- RF Coil Suite: TDI PA and TDI HNU
- SIGNA™Works Clinical Toolkit Extensions
- SIGNA™Works Advanced Recon, Acceleration, Applications

TOTAL DIGITAL IMAGING and RF COIL SUITE

SIGNA™ Voyager features the Total Digital Imaging RF-architecture. The SIGNA™ Voyager core coil suite is designed to leverage the RF architecture, enhance patient comfort and image quality while simplifying workflow, and comprises:

- (1) TDI Posterior Array
- (1) TDI Head-Neck Unit

The TDI Posterior Array is embedded in the patient table (sold separately) and can be used in conjunction with the HNU (included) and the AIR™ or TDI Anterior Array (both sold separately). The system will automatically select the appropriate subset of coil elements based on the prescribed FOV and is invisible to additional surface coils placed directly on top of the table. The TDI PA supports whole-body imaging and parallel imaging in 3 directions.

- Elements: 32
- Length: 120.5 cm; Width: 48.6 cm
- S/I coverage: 113 cm
- Parallel imaging in all three scan planes

The TDI Head and Neck Unit comprises a baseplate and anatomically optimized Neuro-vascular and Open-face array adapters. The upper end of the HNU can be elevated to enhance patient comfort and access. The TDI HNU is designed to be used in conjunction with the TDI Posterior Array (included) and the Anterior Array (sold separately).

- Elements: up to 24 combined with TDI PA and TDI AA
- Length: 53 cm; Width: 35 cm
- Height with NV Array: 35 cm
- Height with Open Array: 25.7 cm
- Parallel imaging in all three scan planes

SIGNA™Works CLINICAL TOOLKIT EXTENSIONS

The SIGNA™Works clinical imaging tools are organized and optimized to address six clinical work areas: NeuroWorks, OrthoWorks, BodyWorks, OncoWorks, CVWorks and PaedWorks. This offering of SIGNA™ Voyager extends the clinical utility and performance of these core toolkits with:

- eDWI enhanced diffusion with Multi-B value and SmartNEX
- DTI diffusion tensor imaging
- FiberTrak post-processing for diffusion tensor to display white matter tracking
- 3D SWAN 2.0 GRE-based multi-echo susceptibility imaging including phase image
- Inhance 2.0 non-contrast MRA suite (3D velocity, 2D inflow, inflow IR, and Deltaflow)
- TRICKS dynamic contrast enhanced, multiphase 3D MRA
- MAVRIC SL 3D FSE-based spectral imaging for MR-Conditional implants
- CartiGram T2 cartilage mapping
- IDEAL FSE 3-point Dixon fat-water separation
- Flex 2-point Dixon fat-water separation for 2D FSE, 3D Cube and GRE
- Cine IR fast gradient echo with IR-prep pulse
- 2D PS MDE phase sensitive tissue characterization with wide bandwidth suppression and single-shot
- Black Blood SSFSE single-shot FSE-based imaging with double IR and triple IR
- StarMap iron assessment for liver and heart (acquisition)

SIGNA™Works ADVANCED RECON, ACCELERATION, APPLICATIONS

SIGNA™Works innovations are designed to enable you to expand your imaging services and deliver on the most complex exams for the most challenging patients with both clinical excellence and efficiency. This offering of SIGNA™ Voyager delivers deep-learning based reconstruction and workflow, hyper-acceleration techniques, advanced diffusion techniques as well as advanced applications for MSK imaging, body imaging, cardiac imaging, vessel wall imaging and motion reduction.

- 2D and 3D AIR™ Recon DL Reconstruction
- AIRx™ Auto Graphic Prescription
- HyperWorks Acceleration
- DiffusionWorks Advanced Diffusion
- DISCO, DISCO Star and IDEAL IQ Body Imaging
- Silent Suite and oZTEo MR Bone Imaging

- Cardiomaps and Advanced CVWorks Cardiac Imaging
- 3D PROMO Prospective Motion Correction
- Cube MDSE vessel wall imaging

AIR™ Recon DL

AIR™ Recon DL is a deep-learning based reconstruction algorithm applied to the raw scan data to improve SNR and image sharpness. This propriety technique improves image quality at the foundational level by removing image noise and ringing artifacts while enabling shorter scan times. With AIR™ Recon DL:

- Remove noise in images through trained deep learning algorithms
- Enhance productivity by enabling shorter scan times
- Eliminate Gibbs and truncation artifacts with intelligent ringing suppression
- Deliver sharper, clearer and accurate MR images
- Apply a tailored level of AIR™ Recon DL based on preference
- Visualize AIR™ Recon DL images directly at the MR console without reconstruction delays

This configuration provides the 2D and 3D suites of AIR™ Recon DL capability and requires the MR30 software platform (sold separately) and the Gen7 DL image reconstruction computer (sold separately).

- AIR™ Recon DL 2D
- AIR™ Recon DL 2D PROPELLER
- AIR™ Recon DL 3D

AIRx™ Auto Graphic Prescription

Change the way you prescribe brain and knee exams. AIR x™ Auto Graphic Prescription uses deep learning algorithms, instead of an atlas-based method, to identify anatomical structures and prescribe slices locations for brain and knee exams. As a result of the deep learning algorithms, AIRx™ automatically adapts slice prescriptions to various patient anatomies and structures to enable consistency and productivity for slice positioning from technologist to technologist, patient to patient and the same patient overtime.

HyperWorks Acceleration

Advance your acceleration capability. The HyperWorks toolkit comprises a new generation of acceleration tools that employ a variety of optimized approaches to accelerate imaging for a broad range of exams.

- HyperSense 2.0 compressed sensing
- HyperCube tailored RF
- HyperBand simultaneous slice excitation
- HyperMAVRIC SL accelerated spectral imaging

DiffusionWorks Advanced Diffusion

Extend diffusion capability. The Diffusion Package delivers techniques that reduce distortion, correct for motion and increase spatial resolution and performance for diffusion and diffusion tensor imaging.

- PROGRES distortion and motion correction for diffusion
- MUSE multi-shot high-resolution diffusion
- FOCUS DWI 2D slice-selective high-resolution diffusion
- MAGIC DWI diffusion-based synthetic multiple b-value imaging

DISCO, DISCO Star and IDEAL IQ

Go fast with detail. Go breath-hold free. DISCO and DISCO Star enable high-speed dynamic, multi-phase T1 imaging while also enabling high spatial resolution. DISCO enables short breath-hold imaging or free-breathing with Auto-body Navigators. DISCO Star enables free-breathing by utilizing an in-plane radial acquisition to address motion.

Assess liver triglycerides. IDEAL IQ utilizes a multi-echo 3D gradient echo technique to separate fat-water. The water and fat images then

produce the fat fraction map, a relative measure of the quantity of fat to total signal (water and fat signal combined) at each voxel in the image.

- DISCO high-resolution permeability imaging
- DISCO Star free-breathing permeability imaging
- LAVA Star free-breathing imaging
- IDEAL IQ liver triglyceride assessment

SILENT Suite and oZTEo MR Bone Imaging

Address noise and motion. Silent Suite comprises the 3D SILENZ Zero-TE sequence and Silent PROPELLER. SILENZ 3D uses high bandwidth excitation and reduced gradient switching to deliver sound levels near ambient while Silent PROPELLER uses a modified gradient waveform approach to reduce acoustic levels to less than 11dB above the ambient room noise while retaining the motion insensitivity of PROPELLER

Extend contrast capability. oZTEo MR Bone imaging utilizes the 3D SILENZ ZTE sequence to complement the conventional soft tissue exam with cortical bone surface information. Automated grayscale inversion provides positive bone contrast. The ZTE sequence can be used for 3D isotropic resolution with inherent motion insensitivity due to the radial acquisition technique. oZTEo can be used with any surface coil that is compatible with SCENIC and includes protocols for common joints such as hip, shoulder, wrist, ankle and knee.

CardioMaps and Advanced CVWorks Cardiac Imaging

Extend cardiac assessment capability. CardioMaps support detection of cardiac pathologies by quantitative measurement of T1 and T2 relaxation times. The T1 Mapping acquisition includes automatic motion correction that compensates for cardiac and/or respiratory motion, providing reliable results. T1 Mapping offers two methods of acquisition: Inversion-recovery Look-Locker with FIESTA readout (MOLLI) for apparent T1 (T1*) measurements or saturation-recovery SMART1Map for true T1 measurements.

FGRE Time Course and 3D Heart with Cine IR, 3D MDE and Cardiac Navigators add additional tools to the CVWorks toolkit for cardiac function, cardiac morphology, and tissue characterization.

- FGRE Time Course cardiac imaging
- Cine IR FGRE-based cine imaging with IR-prep pulse
- 3D Heart cardiac morphology imaging
- 3D MDE tissue characterization
- Cardiac Navigators

3D PROMO Motion Correction

Correct for motion prospectively on 3D imaging. 3D PROMO prospective motion correction uses a real-time 3D navigator-based technique to correct for motion, and is compatible with 3D Cube T2W, DIR and T2 FLAIR contrasts.

CUBE Vessel Wall Imaging

MR Vessel Wall Imaging is enabled with 3D Cube MSDE (Motion Sensitive Driven Equilibrium). The MSDE preparation pulse suppresses flowing blood signal for better vessel wall contrast and depiction of plaque, also known as black-blood imaging. The velocity suppression target (cm/s) and the applied MSDE direction is user selectable. Cube MSDE is compatible with HyperSense and ASPIR fat saturation.

PLEASE NOTE: The SIGNA™ Voyager system comprises several essential elements that are described and quoted separately. These elements include:

- SIGNA™ Voyager Magnet, RF, and Gradient Assembly
- SIGNA™Works MR30 Software and Clinical Applications Toolkits
- Host PC and Operator Console (GOC)
- Image Reconstruction Computer (ICN)
- eXpress Detachable or Comfort Plus Patient Table
- AIR™ or TDI Anterior Array Surface Coil

Line	Qty	Catalog
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3 1.00 S7528TB

eXpress Detachable Patient Table and Dock Collector - AIR™ Edition

Net Price
\$89,920.00

SIGNA™ Voyager AIR™ Edition offers optionally a fully dockable eXpress Patient Table, which features the embedded Posterior Array (provided with the main system), helps improve exam efficiency, patient transportation workflow, and patient comfort.

- 250kg (550lbs) maximum patient weight for scanning
- 250kg (550lbs) maximum lift capacity
- 30 cm/sec (fast), 1.9 cm/sec (slow), 25 cm/sec (patient positioning) longitudinal speed
- 181 cm or 205 cm total scannable range (depend on the room size)
- 70 cm to 93 cm minimum to maximum height
- Head-first or feet-first imaging for most exams

The dock collector contains the hardware to dock the eXpress Patient Detachable Table to the system.

Line	Qty	Catalog		
4	1.00	M6006HM	SIGNA Voyager 1.5T AIR™ Edition IPM Magnet for Detachable Table	
				<u>Net Price</u> \$296,000.00

The magnet, RF-architecture and gradient technology on SIGNA™ Voyager are designed to deliver the signal-to-noise, dynamic range, spatial resolution, and temporal resolution performance needed to enable demanding clinical applications with exceptional image quality and operational excellence.

TECHNOLOGY FOUNDATION

- Magnet and Enclosures
- TDI RF-Receive Technology
- UHE with IGC Gradient
- Quite Acoustic Reduction Technology

MAGNET and ENCLOSURES

To improve the patient experience and provide high image quality, no other component of an MRI system has greater impact than the magnet. The SIGNA Voyager 1.5T system features a wide bore magnet that delivers a large field of view and a robust fat saturation required for abdominal, breast and off-centered FOV musculoskeletal imaging. The magnet geometry has been optimized to reduce patient anxiety by providing more space in the bore and more exams with the patient's head outside of the magnet. The 50 x 50 x 50 cm field of view provides uniform image quality and can reduce exam times since fewer acquisitions may be necessary to cover large areas of anatomy. Complemented by GE's active shielding technology, the SIGNA Voyager has very flexible installation specifications to provide easy siting. And with zero-boil-off magnet technology, helium refills are effectively eliminated even during installation, thus reducing operating costs and maximizing uptime.

- Manufactured by GE Healthcare.
- Operating field strength 1.5T (63.86 MHz).
- Active magnet shielding
- Zero boil-off Cryogenics
- Magnet length 179cm
- Magnet Weight 7,275 lbs (3,300 kg)
- Patient Aperture 74 cm
- Patient Bore Diameter 70cm
- Patient Bore Length 163cm
- Maximum Field of View (x,y,z) 50 cm x 50 cm x 50 cm

Magnet Homogeneity: Typical ppm and Guaranteed ppm shown.

- 10cm DSV 0.007 and 0.02
- 20cm DSV 0.035 and 0.06
- 30cm DSV 0.10 and 0.15
- 40cm DSV 0.33 and 0.43
- 45cm DSV 0.88 and 1.0
- 48cm DSV 1.75 and 2.0
- 50cm DSV 2.8 and 3.3

DSV = Diameter Spherical Volume.

Fringe field (axial x radial):

- 5 Gauss = 4.0 m x 2.5 m
- 1 Gauss = 5.8 m x 3.2 m

Touch screen Dual In-Room Displays (IRD)

By consolidating all controls into one place, the Dual In-Room Displays (IRD) provides real-time feedback to the operator to improve exam room efficiency. With an in-room display monitor available at either side of the magnet as standard, the technologist always has all the control he needs at his fingertips, irrespective of which side he is operating from. Further touch-screen capability makes the controls even more intuitive and easy to use. The display provides real time interaction with the scanner and the host computer. The user has direct control or selection of the following:

- Display of patient name, ID, study description
- Display and entry of patient weight
- Display and entry of patient orientation and patient position
- Cardiac waveform display and ECG/EKG lead confirmation with gating control: trigger select, invert and reset
- Respiratory waveform display

With AIR Touch™, you simply use IntelliTouch™, GE's 1-touch landmarking tool, to activate an optimized set of coils that is selected based on the patient's anatomy. This advanced technology selects from unlimited coil combinations such as the posterior array (PA) and flexible coils, to efficiently set up patients.

- AutoStart – initiate the scanner to automatically acquire, process, and network images
- Display connected coils and coil status
- Display of table location and scan time remaining
- Screen saver
- Control multiple levels of in-bore ventilation and lighting

TOTAL DIGITAL IMAGING

SIGNA™ Voyager features the Total Digital Imaging RF-architecture with a 33-channel configuration. The TDI RF-architecture uses a Direct Digital Interface (DDI) to convert the signal from each coil element to a digitized signal (there is no mixing of signal from multiple elements to the same digitizer) to deliver high signal, low noise with extended dynamic range or gray-scale capability. In addition, the TDI RF-architecture enables the capability to simultaneously acquire the MR signal from the integrated body coil and the high-density surface coil using Digital Surround Technology. The superior SNR and sensitivity of the high-density surface coil is then combined with the superior homogeneity and deeper signal penetration of the integrated body coil to deliver enhanced spine and body imaging.

- 33ch Total Digital Imaging (TDI)
- Direct Digital Interface (DDI)
- Digital Surround Technology (DST)

UHE with IGC GRADIENT TECHNOLOGY and QUIET TECHNOLOGY

SIGNA™ Voyager introduces the Ultra High Efficiency (UHE) gradient system with Intelligent Gradient Control technology (IGC). IGC gradient driver employs a digital control system that utilizes predictive models of the electrical and thermal characteristics of the gradient coil to

maximize performance. As a result, SIGNA™ Voyager delivers exceptional minimum TR and TE capability while reducing power consumption. The gradient coil and the RF body coil are integrated into a single module which is water and air-cooled for optimum duty-cycle performance and patient comfort. In addition, the gradients are non-resonant and actively shielded to minimize eddy currents to deliver high fidelity, accuracy and reproducibility over a large FOV.

- Peak amplitude per axis: 36 mT/m
- Up to 150 T/m/s instantaneous peak slew rate per axis
- Maximum FOV: 50 cm x 50 cm x 50 cm
- Duty Cycle: 100%

ACOUSTIC REDUCTION TECHNOLOGY

GE has implemented Quiet Technology on critical components of the SIGNA MR system to reduce acoustic noise and improve the patient environment. This technology enables full use of the UHE Gradient Platform for excellent image quality, while maintaining a safe environment for the patient. The technology encompasses the gradient coil, RF body coil, and magnet mounting. Quiet acoustic reduction uses 5 levels of isolation, dampening and gradient optimization technology to mitigate vibration and mute sound.

- Gradient & RF coil isolation – isolates the resonance module from the magnet
- Vibro-acoustic isolation – isolates the magnet from the building
- Mass-damped acoustic barriers – further mutes sound
- Gradient waveform optimization – user selectable

Line	Qty	Catalog		Net Price
5	1.00	M70082AE	MR 30 Software for SIGNA™ Voyager	\$27,200.00

MR 30 for SIGNA™ delivers the foundational operating software, pulse sequence families, clinical applications toolkits, and visualization toolkits as well as acceleration and motion correction tools. MR 30 for SIGNA™ software features several new enhancements that improve Exam, Patient Setup and Scanning workflows.

MR 30 for SIGNA™ is the latest platform software to bring the highest performance to SIGNA™ MR. MR 30 introduces several base security, workflow and image quality enhancements, as well as enabling GE Healthcare's the latest innovations in Deep Learning Reconstruction*. Each scanner running MR 30 Platform will enjoy industry-leading cybersecurity features* by upgrade to Secure Scientific Linux (SLES 15), enabling the latest features for securing the scanner against bad actors and other threats for years to come. MR 30 software brings in additional workflow efficiency, including a new Window Width/Window Level feature that applies consistent levels across all images in the database; simplified setup for Automatic Phase Correction; an improved phase correction algorithm for LAVA FLEX* images and a Motion Compensation option when using Cardiac T1-Mapping applications such as FIESTA. The system will also now support a system preference to set the orientation of axial Breast images. Systems already equipped with HyperSense* will see the feature expanded to support SWAN and Contrast Enhanced MRA applications. The MR 30 for SIGNA™ software release brings AIR™ Recon DL* 3D, motion-insensitive PROPELLER and a host of additional applications such as DTI, FSE Flex, CartiGram, as well as phase sensitive MDE and MoCo MOLLI T1 mapping for cardiac imaging.

(* indicated applications may be purchasable options for certain regions and systems).

The latest enhancements include several key improvements to Exam, Patient Setup and Scanning workflows:

- Split Exam create/assign separate exam number for a sub-set of series
- AIR™ Recon smart algorithm for brain, MSK, body, cardiac, PROPELLER MB and FOCUS DWI imaging
- Whole-Body automated multi-station localizer and auto pasting
- Whole-Body automated multi-station FSE-IR, 3D SPGR and DWI imaging
- SnapShot SSFSE multi-slice per breath-hold imaging
- Cube flexibility for modifying/reducing scan time
- Dynamic phase correction for FSE imaging
- Uniformity optimization for large FOV body diffusion

- Flexible ZIP allows for flexible resolution by percentage to enhance the sharpness while decreasing the scan time

EXPRESS EXAM WORKFLOW

MR 30 for SIGNA™ workflow tools comprise the modality worklist, protocol libraries, workflow manager, auto-functions, inline viewing and inline processing. Together these tools are designed to help change the way you work by simplifying and accelerating the scanning process from set-up to acquisition to post-processing. With MR 30, workflow can begin before the patient enters the magnet room and exams can be completed with a few mouse clicks delivering quality and consistency for all patients and from all technologists. At the same time, MR 30 workflow maintains the flexibility needed to rapidly adapt and optimize exams for specific patient situations.

MR30 Workflow delivers new capabilities that speed set-ups for all exams and streamline scanning for multi-station and combination exams. With MR30 Workflow, scan set-up starts with Modality Worklist, an automated method to obtain patient, exam and protocol information from a DICOM work-list server. For sites with full DICOM connectivity, once a patient has been selected from the Modality Worklist, the In-Room Operator Console will automatically highlight the relevant exam details. The Modality Worklist enables complete control of the MR protocol prescription, but also reduces work by allowing the MR protocol to be selected and linked to the patient record in advance of the patient's arrival.

Protocol Tools enable exam automation while also giving the user complete control of protocols for prescription, saving, searching, and sharing. Protocols are organized in two libraries: GE Optimized (preloaded protocols) and Site Authored (customized and saved). Protocols can be saved based on patient demographics, anatomy, scan type, or identification number for rapid search and selection. Commonly used protocols can be flagged as favorites for quick selection from the Modality Worklist.

In addition to pre-programmed protocols, ProtoCopy enables a complete exam protocol to be shared with the click of a mouse. GE protocols provided with the system include Protocol Notes designed to guide the user through the procedure. For special applications, Protocol Notes also include video guides with step-by-step video-based demonstration and instruction. Protocol Notes can be edited by the user to reflect protocol modifications to aid communication among users.

With the patient positioned, IntelliTouch and AIR Touch™ together simplify coil selection to one touch and one click. AIR Touch™ automatically determines coil element locations based on the IntelliTouch landmark and intelligently generates the coil configuration with elements activated to optimize image quality for coverage, uniformity, and parallel imaging acceleration factor.

At the console, the MR 30 Workflow Manager implements the selected protocol. The Workflow Manager controls location prescription, acquisition, processing, visualization, and networking, and can fully automate these steps, if requested by the user. Once the target anatomy has been prescribed, the Linking feature can be used to translate appropriate parameters to all subsequent series that have been linked, eliminating the need for further action by the user.

When selected, AutoStart will automatically initiate the localizer, coil selection, series-to-series scanning, multi-station scanning, prescription of scan plans for brain exams, as well as delivered instructions to the patient.

- Pause and Resume allows the user to pause a scan in progress (even in automated mode), to respond to a patient need, and then resume mid-scan without starting the scan over.
- For breath-hold scanning, Auto Protocol Optimization provides automated alternative choices for spatial resolution and breath-hold time based on the original protocol. Technologists are liberated from troublesome scan time and image quality adjustments by selecting from pre-calculated options determined by the system.
- Whole Body Localizer automates the acquisition and pasting of multi-station scans for planning, and Whole-Body Imaging enables automated multi-station scanning with FSE-IR, 3D SPGR and DWI diffusion contrasts.
- Once scanning and processing are complete, Split Exam provides the capability to extract a subset of series from multi-station and combination exams to create/assign a separate exam number for accession numbers in billing and PACS systems.

Inline Processing automatically completes post-processing steps for the user after the images have been reconstructed and saved into the database. For certain tasks, such as vascular segmentation, the user must accept the results, or complete additional steps prior to saving the images to the database. These automated processing steps can be saved to the (scan) protocol to ensure consistent output and workflow:

- Diffusion weighted series: automatic compute and save
- Diffusion tensor series: automatic compute and save
- eDWI: automatic compute and save
- Image filtering: automatic compute and save

- Maximum/Minimum Intensity Projection: automatic compute and save
- Pasting: automatic compute and save
- Reformat to orthogonal plane: automatic compute and save
- T2 map for cartilage: automatic compute and save
- 3D Volume Viewer: automatic load
- Image Fusion: automatic load
- Interactive Vascular Imaging: automatic load
- FiberTrak: automatic load
- Spectroscopy: automatic load

MR 30 for SIGNA™ TECHNOLOGIES

The acceleration, motion correction and tissue suppression technologies in MR 30 for SIGNA™ are designed to address overall workflow, rescans and scan time as well as the impact of challenging patients, challenging anatomy and challenging physiology.

Acceleration Technology

MR 30 for SIGNA™ delivers a suite of acceleration techniques designed to help address acquisition time.

- Smart Algorithm AIR™ Recon uses a smart reconstruction algorithm to address background noise and artifacts enabling enhanced image quality without the need for longer scan times and is compatible with critical imaging sequences including PROPELLER MB, 3D Cube, and FSE.
- ARC parallel imaging reduces scan time by using an adaptive auto-calibrating (data-driven) technique to selectively acquire data. As a result, ARC enables smaller FOV prescription with less sensitivity to motion and coil calibration artifacts.
- ASSET parallel imaging reduces scan time using an array spatial sensitivity (image driven) technique. ASSET takes advantage of the data produced by the multiple coil elements to reduce the total data needed to create an image.
- Flexible No Phase Wrap reduces scan time by reducing the number of increments acquired to address wrap-around based on a flexible user-selectable factor.
- Fraction NEX reduces scan time by reducing the number of data averages.

Motion Correction Technology

Enable free-breathing body exams and address the effects of motion with patient-adaptive technologies that proactively detect and correct for motion without hardware dependencies or the need for user intervention.

- Auto Body Navigators deliver real-time, respiratory motion compensated imaging for a broad range of sequences, including T1w dynamic contrast-enhanced imaging. Auto Body Navigators use a software-based tracking pulse that is automatically placed for the user and allows on-the-fly adjustment to adapt to challenging patient circumstances, again without the need for hardware.
- PROPELLER MB combines radial acquisition and motion correction post-processing to mitigate the effects of motion without the need to position the patient over a sensor. PROPELLER MB can be used to generate T1, T2, PD, T1 FLAIR, and T2 FLAIR contrasts and is compatible with Auto Body Navigators to enable usage for a broad range of exams. With MR 30 for SIGNA™, PROPELLER MB motion correction benefits from AIR™ Recon smart algorithm image quality.

Tissue Suppression Technology

Modify the contribution of fat or water signal with multiple tissue suppression techniques.

- FatSat uses a frequency selective pulse to target and suppress the signal from fat
- WaterSat frequency selective water suppression
- STIR inversion pulse fat or water suppression
- SPECIAL frequency selective fat suppression
- ASPIR spectrally selective fat suppression
- Flex 2-point Dixon techniques to separate fat and water signals

MR 30 for SIGNA™ CLINICAL APPLICATIONS

MR 30 for SIGNA™ clinical imaging tools are organized and optimized to address six clinical work areas: NeuroWorks, OrthoWorks, BodyWorks, OncoWorks, CVWorks and PaedWorks. Each clinical toolkit comprises pre-programmed protocols, clinical applications and visualization tools designed for the challenges of each imaging area. The resulting capability starts with simplified prescription and protocol

set-up. Imaging capability extends to patient management and clinical workflow enhancements. Post-processing capability augments the portfolio with specialized tools designed to speed the review and processing tasks typically performed.

NeuroWorks Toolkit

- READYBrain auto-align for automated brain exam prescription
- PROPELLER MB motion robust radial-FSE with T1, PD, T2, T2 FLAIR, T1 FLAIR with STIR and ASPIR
- PROPELLER DW Duo FSE-based diffusion with susceptibility reduction
- 3D Cube 2.0 FSE-based imaging with T1, T2, T1 FLAIR, T2 FLAIR and STIR
- 3D Cube Dual Inversion Recovery for gray or white matter nulling
- 3D COSMIC modified steady state imaging
- 2D/3D MERGE T2* multi-echo fast gradient echo imaging
- 3D BRAVO IR prepared fast SPGR imaging with concentric k-space filling
- 3D MP-RAGE IR prepared fast SPGR imaging with sequential k-space filling
- 3D FIESTA and 3D FIESTA-C fast steady state imaging
- BrainStat GVF and AIF parametric maps
- READYView and BrainView post-processing which include time series, DWI/ADC maps, DTI, variable echo, BOLD, and spectroscopy (SV, 2D, 3D)

OrthoWorks Toolkit

- FSE and frFSE fast spin echo imaging suites with dynamic phase correction
- High Bandwidth distortion reduction for FSE
- FatSat, STIR, SPECIAL, ASPIR, Spectral Spatial fat-suppression tools
- MARS High Bandwidth distortion reduction for FSE
- PROPELLER MB motion robust radial FSE with T1, PD, T2 and Fat Suppression (STIR and ASPIR)
- 3D Cube 2.0 FSE-based imaging with T1, T2, and STIR
- 3D COSMIC modified steady state imaging
- 2D/3D MERGE T2* multi-echo fast gradient echo imaging
- READYView post-processing

BodyWorks Toolkit

- Auto Navigators diaphragm tracker for free-breathing scanning
- PROPELLER MB motion robust radial FSE with T1 and Fat Suppression (STIR and ASPIR)
- 3D Cube FSE-based imaging with T1, T2, and STIR
- 3D Dual Echo gradient echo in/out phase imaging
- 3D LAVA and Turbo LAVA with Turbo ARC and SPECIAL for dynamic or single-phase imaging (breath-hold or free-breathing)
- 3D MRCP frFSE imaging
- 2D Fat Sat FIESTA fast steady state imaging
- Enhanced SSFSE Snapshot multi-slice imaging
- Whole-Body multi-station localizer and pasting
- Whole-Body multi-station FSE-IR, 3D SPGR and DWI imaging
- Multiphase DynaPlan
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring

OncoWorks Toolkit

- Auto Navigators diaphragm tracker for free-breathing scanning
- PROPELLER MB motion robust radial-FSE with T1, PD, T2, T2 FLAIR, T1 FLAIR with STIR and ASPIR
- PROPELLER DW Duo FSE-based diffusion imaging with susceptibility reduction
- 3D Cube 2.0 FSE-based imaging with T1, T2, T1 FLAIR, T2 FLAIR and STIR
- 3D Cube Dual Inversion Recovery for gray or white matter nulling
- 3D BRAVO IR prepared fast SPGR imaging with concentric k-space filling
- 3D MP-RAGE IR prepared fast SPGR imaging with sequential k-space filling
- Enhanced SSFSE Snapshot multi-slice imaging

- Whole-Body multi-station localizer and pasting
- Whole-Body multi-station FSE-IR, 3D SPGR and DWI imaging
- 3D LAVA and Turbo LAVA with Turbo ARC and SPECIAL for dynamic or single-phase imaging (breath-hold or free-breathing)
- Multiphase DynaPlan
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- READYView, BrainView and BodyView post-processing

CVWorks Toolkit

- Auto Navigators diaphragm tracker for free-breathing scanning
- iDrive for free breathing cardiac planning
- 2D FIESTA Cine gated steady-state, multi-phase imaging
- 3D FS FIESTA steady-state imaging with Fat Sat
- 2D/3D Time-Of-Flight & 2D Gated Time-of-Flight
- 2D/3D Phase Contrast & Phase Contrast Cine
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- 3D QuickStep automated multi-station imaging
- READYView post-processing

PaedWorks Toolkit

- PROPELLER MB motion robust radial-FSE with T1, PD, T2, T2 FLAIR, T1 FLAIR with STIR and ASPIR
- 3D Cube 2.0 FSE-based imaging with T1, T2, T1 FLAIR, T2 FLAIR and STIR
- 3D Cube Dual Inversion Recovery for gray or white matter nulling
- 3D COSMIC modified steady state imaging
- 2D/3D MERGE T2* multi-echo fast gradient echo imaging
- 3D BRAVO IR prepared fast SPGR imaging with concentric k-space filling
- 3D MP-RAGE IR prepared fast SPGR imaging with sequential k-space filling
- 3D FIESTA and 3D FIESTA-C fast steady state imaging
- Auto Navigators diaphragm tracker free-breathing scanning
- 3D LAVA and Turbo LAVA with Turbo ARC and SPECIAL for dynamic or single-phase imaging (breath-hold or free-breathing)
- 3D LAVA GRE 2-point Dixon fat-water separation for dynamic or single-phase imaging (breath-hold or free-breathing)
- Enhanced SSFSE Snapshot multi-slice imaging
- BrainStat GVF and AIF parametric maps
- READYView and BrainView post-processing

READYView Advanced Visualization

READYView is an MR 3D advanced visualization tool designed to simplify the quantitative analyses of multiple data sets. READYView automatically selects the most relevant post-processing protocol for the user and provides guided workflow and general assistance for the processing algorithms. In addition, the user can customize workflows with adjustable layouts, personalized parameter settings and custom review steps. Key capabilities of READYView include the ability to analyze, export and save:

- Time series
- Diffusion weighted series
- Diffusion tensor series
- Variable echo series
- Blood oxygen level dependent (BOLD) series fMRI processing
- Spectroscopy data (single voxel and 2D or 3D CSI)
- MR Touch (MR elastography) series

Line	Qty	Catalog	
6	1.00	M70024HR	SIGNA_LX1.MR30.0 SW eDelivery

Net Price
\$0.00

Software eDelivery is used to associate the MRI scanner with GE HealthCare's remote software delivery infrastructure. No items are being delivered physically or electronically. (For tracking purpose only – non purchasable catalog)

Line	Qty	Catalog		Net Price
7	1.00	M70072HA	SIGNA™ Voyager MR30 GOC	\$16,000.00

Computing Platform

The MR30 upgrade takes SIGNA™ to the latest computing performance level that utilizes a parallel, multi-processor design to enable simultaneous scanning, reconstruction, filming, post-processing, archiving and networking. The host computer uses the SuSe Linux Enterprise Server operating system and a single tower configuration. (The reconstruction engine is sold separately and offers a choice of performance levels.)

Host PC Platform – Intel Xeon W-2123 CPU

- Memory: 64 GB
- Hard Disk Storage: 1024 GB SSD
- Media Drives: CD/DVD

Line	Qty	Catalog		Net Price
8	1.00	M7080MX	Gen 7 DL Performance ICN	\$20,000.00

Computing Platform and DICOM Conformance

SIGNA™Works MR systems enhance data reconstruction with the Orchestra platform and Smart AIR™ Recon. The Orchestra computing toolbox enables the integration of advanced reconstruction elements to support demanding, data-intensive, applications as well as access to the reconstruction algorithms. AIR™ Recon uses a smart reconstruction algorithm that reduces background noise and artifacts enhancing image quality without the need for longer scan times.

- Reconstruction Engine: Gen7 Dual Intel Xeon Gold 5118 processor
- Memory: ≥128 GB
- Hard Disk Storage: 960 GB SSD
- 2D FFT/second (256 x 256 Full FOV): 63,000 2D FFT/second
- Orchestra reconstruction toolbox
- AIR™ Recon reconstruction

SIGNA™Works MR systems generate MR Image, Secondary Capture, Structured Report, and Gray Scale Softcopy Presentation State DICOM objects. The DICOM networking supports both send and query retrieve as well as send with storage commit to integrate with PACS archive. Refer to the DICOM Compliance Statement for details.

Line	Qty	Catalog	
9	1.00	M70072AR	SIGNA Voyager 33 to 49 Channel Upgrade

Net Price
\$40,000.00

SIGNA Voyager 33 to 49 Channel Upgrade

Line	Qty	Catalog		
10	1.00	M7004FW	Standard Cabinet Siting Kit	
				Net Price
				\$3,280.00

Standard Cabinet Siting kit provides the cabinets and hardware components to install the system cabinets along the RF Screen Room wall shared between the magnet and equipment rooms.

Line	Qty	Catalog		
11	1.00	S7528VP	Voyager Preinstallation Collector - AIR Edition Standard Siting	
				Net Price
				\$52,365.44

The Voyager Preinstallation Collector delivers to the site in advance of the magnet and main electronic components. This facilitates the later delivery and installation of supporting electronics. This collector contains the integrated cooling cabinet and the patient comfort and cryo hoses.

Line	Qty	Catalog		
12	1.00	M6001AA	Vent Adapter, Standard 8" Straight Up	
				Net Price
				\$0.00

Vent Adapter, Standard 8" Straight Up

Line	Qty	Catalog		
13	1.00	M70012TS	Voyager Scan Room Collector - Long	
				Net Price
				\$16,160.00

The Long Scan Room Collector contains a collection of cables such as gradient cables and other materials necessary for system interconnections. The long configuration is designed for room configurations that require a long length based on distance between system components.

Line	Qty	Catalog		
14	1.00	M70032VL	SIGNA Voyager LONG Scan and Equipment Room Kit	
				Net Price
				\$4,800.00

SIGNA Voyager LONG Scan and Equipment Room Kit

Line	Qty	Catalog		
15	1.00	M70022MC	Main Disconnect Panel - 380V/400V/415V/480V 50/60Hz	<u>Net Price</u> \$9,480.00

The Main Disconnect Panel safeguards the MR system's critical electrical components, by providing complete power distribution and emergency-off control.

Line	Qty	Catalog		
16	1.00	M1000MW	Operator Console Table	<u>Net Price</u> \$816.00

The Operator Console Table is designed specifically for the color LCD monitor and keyboard.

Line	Qty	Catalog		
17	1.00	R4390JA	MR Seismic Sub Contract Catalog	<u>Net Price</u> \$7,000.00

The MR seismic anchorage kit allows GE Healthcare customers and architects to sub-contract with qualified outside engineering firms to meet local seismic siting requirements. This catalog does not contain any GE Healthcare manufactured equipment or parts and is intended for use during the room construction and installation phases of GE Healthcare MR equipment. Any and all construction related to meeting local seismic siting requirements is solely the responsibility of the customer and not GE Healthcare.

Line	Qty	Catalog		
18	1.00	M70012RP	English Language Kit	<u>Net Price</u> \$0.00

English Language Kit

Line	Qty	Catalog		
19	1.00	R33012AC	Standard Service License	<u>Net Price</u> \$0.00

The Standard Service License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty	Catalog		
20	1.00	S7529SK	BREAST IMAGING WITH 16CH ARRAY FOR 1.5T - NeoCoil	

Net Price
\$80,280.00

The breast imaging package combines VIBRANT acquisition with the 1.5T 16ch breast array by NeoCoil to enable imaging and MR-guided biopsy of the breast. VIBRANT delivers simultaneous bilateral breast imaging capability with high spatial and high temporal resolution in either the axial or sagittal plane. In addition, VIBRANT combines dual-shim volume ability with the choice of SPECIAL fat suppression or Flex fat-water separation for robust fat suppression. The 16ch breast coil is designed to be used in conjunction with VIBRANT for imaging the breast, axilla and chest wall at 1.5T. The coil is a phased array with 16-channel receive and is designed to accommodate various anatomic shapes and sizes while providing enhanced SNR and parallel imaging performance. The 16ch breast array supports both diagnostic and biopsy imaging.

- 3D VIBRANT bilateral axial or sagittal breast imaging
- 16-channel breast phased array for 1.5T by NeoCoil

Line	Qty	Catalog		Net Price
21	1.00	M7006NA	1.5T 16-channel AIR Anterior Array	\$38,769.28

The 16-channel AIR Anterior Array (AA) is the next generation anterior array coil that allows flexibility in any direction to conform to the patient's anatomy. Based on the innovative AIR™ Coil technologies, the 1.5T 16ch AIR AA provides excellent image quality and acceleration performance, while improving the overall patient and user experience. The coil has been designed to adapt to various patient shapes and sizes, expanding positioning versatility.

Line	Qty	Catalog		Net Price
22	1.00	M7005BE	Flex Array Positioner	\$2,560.00

The Flex Array Positioner is a multipurpose support for a broad range of exams including foot, ankle, forefoot, knee, and head. A dedicated forefoot attachment allows the flex array elements to be wrapped tightly around the foot, yielding improved image quality. A repositionable support pad in the foot and ankle attachment allows for selection of a 90 degree position, or a relaxed position of the ankle. The pads and straps included with the stabilizer facilitate rapid setup and allow for flexibility in how the anatomy is secured.

Line	Qty	Catalog		Net Price
23	1.00	S7529QT	1.5T AIR™ MP Arrays and 16CH T/R Knee	\$76,480.00

This promotional coil package comprises:

- Large and Medium Multi-Purpose AIR™ Coils with coil positioner kit
- 16ch T/R Knee Array

The 21-channel 1.5T AIR™ MP Large and the 20-channel 1.5T AIR™ MP Medium Arrays utilize innovative AIR™ Coil technologies to expand positioning versatility, enhance patient and user experience, and deliver high performance acceleration and image quality.

These next generation multipurpose coils are designed to conform to various patient shapes and sizes and allow positioning in any direction. AIR™ MP Coil Large Array is recommended for use for Shoulder, Knee, Foot, Ankle, Hip, and Prostate imaging, and the AIR™ MP Coil Medium is recommended for Wrist, Elbow, and Cardiac Imaging.

The AIR™ MP Coil Positioner Kit provides a knee positioner, a foot-ankle positioner, a wedge pad, a U-shaped pad, and a strap kit. The Positioner Kit is compatible with both AIR™ MP Large and Medium Coils for positioning.

The 16-channel 1.5T Knee coil is a transmit/receive phased array design optimized for high resolution imaging of the knee with parallel imaging acceleration in 3 directions to address acquisition time. The coil is sized to accommodate a broad range of patient sizes and features a two-part design to address workflow. Offset imaging is fully supported with adjustable left-right coil positioning.

Line	Qty	Catalog		Net Price
24	1.00	E8800XA	NeoCoil Sentinel G1 Wireless Music System for MRI Systems	\$10,191.00

The NeoCoil Wireless Audio/Music system provides audio entertainment and facilitates communications between the patient and technologist. Wireless solution eliminates multiple cords and standard 3.5mm audio jack allows any compatible music source. Integrates audio entertainment, the technologist's voice, and AutoVoice for optimum patient communication. MR Conditional wireless audio system for use with high field MRI up to 3.0T. Dramatically attenuates gradient noise. When the technologist uses the intercom or when the feature AutoVoice is used, the music is interrupted for clear communication. Wireless solution operates on 3 batteries.

Package includes:

Wireless 29dB headphones (over-ear)...uses 2 battery packs
 Wireless airtube/earbud assembly (in-ear)...uses 1 battery pack
 Disposable 29dB earbud inserts, 125 pair (250/box)
 Battery charging dock (can wall mount or desk; charges up to 4 batteries in under 6 hours)
 Audio cable, 3.5mm
 (3) Individual Li-Po 3.7V Battery Packs (rated for 12 hours continuous use)
 Transmitter and console interface - wall-mounted transmitter including couplers for penetration panel (2.4 GHz ISM band)
 Audio Source - Amazon® Fire® tablet, tablet stand, tablet lock, and (2) speakers

GE MRI compatibility:

Compatible with all MRI systems including Creator/Explorer v25.3 and Pioneer hardware v26.1

Line	Qty	Catalog		Net Price
25	1.00	E8800XH	Neocoil Individual battery packNeoCoil Individual Li-Po 3.7V Battery Pack for Sentinel G1	\$276.50

- Removable battery pack for use with NeoCoil wireless system
- Rechargeable Li-Po 3.7 V
- 1000 mAh
- 12 hours of continuous use
- Complete system (E8800XA and E8800XK) already includes this item
- Expected life of approximately 1 year

Line	Qty	Catalog		Net Price
26	1.00	E8822JB	Sanitary Covers for Headset - 1000/Box	\$114.55

Sanitary covers for audio headsets. Packaged 1000 units per box.

Line	Qty	Catalog		
27	1.00	E8912SA	Dimplex Seismic MR Heat Exchanger for MR450w & Pioneer - Standard Ambient Temp	Net Price \$46,659.77

NOTES:

- Item is NON-RETURNABLE and NON-REFUNDABLE
- Standard bolt anchoring is recommended over vibration isolation spring mounts in earthquake prone regions
- GE Optima MR450w/Pioneer Heat Exchangers-49kW(20 Tons) - Seismically Certified Heat Exchanger

Cooling for your GE Healthcare MR system has never been so easy. GE Healthcare has partnered with the Glen Dimplex Group, a world leader in cooling systems, to offer heat exchangers designed to meet the needs of your Discovery MR System. Now you can look to GE Healthcare for your entire MR purchase and support.

This heat exchanger is highly reliable and the only unit verified to perform with the new platform of GE Healthcare MR systems. As part of your integrated GE Healthcare solution, you'll work with a single contact throughout the whole installation. A Project Manager of Installation will help with building layout, room designs, delivery and installation - every step until your system is ready to scan. Our team will work seamlessly with architects, contractors and your internal team to help ensure timely, cost-effective completion.

Once your cooling system is running, you'll get fast, highly-skilled service support managed through GE Healthcare - with the same quality and response time you expect from your MR system.

FEATURES AND BENEFITS

- Designed to provide stable fully dedicated cooling for your MR system's needs
- Water/glycol outdoor-air-cooled heat exchangers to support your highest exam volumes and your full range of diagnostic procedures
- Redundant fluid pumps with automatic switchover let you keep operating with no loss of cooling even if one pump goes down
- Quad compressor, dual tandem refrigeration circuit design saves on energy while your system smoothly transitions through the 10% to 100% heat load capacity cycles of patient scanning and idling
- Quiet operation between patient exams and overnight - ideal for facilities in residential areas
- Comes with installation support, installation visits, preventative maintenance visit and 1 full year of parts and labor warranty
- Installation support includes: support through GE's Project Manager of Install, GE's Design Center, technical support from the Glen Dimplex company, two (2) installation visits
- Comprehensive and quality service rapidly delivered through our CARES service solution
- 65 gallons of 100% glycol concentrate for complete system filling and diluting
- Wall mounted remote display panel provides the ability to monitor the system's operation and indicates possible system errors
- Filter kit with flow meter helps to ensure purity of water prior to entry to the MR system
- Highly recommended that Vibration Isolation Spring Kit (E8911CJ) be added for systems that will be roof top mounted

SPECIFICATIONS

- Net Cooling Capacity: 49 kW / 20 Ton
- Maximum Coolant Flow: 35 gpm (132 l/m)
- Coolant Outlet Temperature: 48 OF (8.9 OC)
- Coolant Temp Stability: 1 1.80F (11.00C)
- Max Coolant Pressure : 70 Psi (4.8 Bar)
- Refrigerant: R407C
- Ambient Temp Range: -20 to 120OF (-30 to 50OC)
- Condenser Air Flow (Approx): 18,000 Cfm
- Tank Capacity: 100 gal (378 l)
- Flow Meter Range: 4-40 gpm
- Filters: 50 micron cartridge filters
- Supply Voltage: 460v / 3 phase / 60 Hz

- Coolant Connections: 2" NPTF
- Overall Size (L x W x H) 44" x 136" x 84.5"

COMPATIBILITY:

- GE MR450w or Pioneer MR System

Seismically Certified Heat Exchanger:

Unit for regions where seismic activity is of concern, or, is otherwise mandated by state regulation, to be designed to pass seismic shake table testing. These chillers have been tested and certified in accordance with certification method 'ICC-ES AC-156', to remain fully operable after testing was completed. In addition, the units have passed the California Office of Statewide Health Planning & Development (OSHPD) board certification with pre-approval # OSP-0169-10.

Line	Qty	Catalog		
28	1.00	E8802AF	MR Extremity Pad Set - Set of 2 (Black)	
				Net Price
				\$78.21

Use this extremity pad set to keep knees and elbows from contacting the magnet bore during imaging. Set of 2 black extremity pads for use with GE Signa MR systems.

Line	Qty	Catalog		
29	1.00	E8802MC	MR Signa Wide Security Straps	
				Net Price
				\$79.00

Wide security strap set - includes one strap with Velcro and one strap with plastic buckle; 14 in. wide. For use with GE Signa MR systems.

Line	Qty	Catalog		
30	1.00	E8802MD	MR Signa Narrow Security Straps	
				Net Price
				\$79.00

Narrow security strap set - includes one strap with Velcro and one plastic buckle; 6 in. wide. For use with GE Signa MR systems.

Line	Qty	Catalog		
31	1.00	E4504FP	Eaton Single Phase 700 VA Partial UPS (MR package)	
				Net Price
				\$1,873.88

Notes:

- Customer is responsible for rigging UPS unit
- Item is non-returnable and non-refundable
- Removal/disposal of the old unit is the customer's responsibility

Using an uninterruptible power supply (UPS) can help improve user productivity and system reliability, as well as reduce service costs and increase system uptime.

Combining reliable double-conversion topology, internal static bypass and an easy-to-ready LCD menu display, the Eaton 9SX UPS provides the highly efficient and reliable power you expect from a 9-series UPS in a convenient tower form factor.

Applications

The Eaton® Single Phase 9SX 700 VA Partial UPS package is designed to support a variety of GE MR imaging systems. When Catalog# E4504FP is used with MR SIGNA™ Voyager, SIGNA™ Pioneer, SIGNA™ Premier, SIGNA™ Architect or SIGNA™ Hero systems, the configuration requires ordering a specific power cable (catalog# E4504FN).

Maintain productivity, improve reliability

Reliable power for critical systems

The 9SX offers the robust double-conversion, online power protection needed for medical, light industrial, automation and mission critical IT applications. With zero transfer time to battery, continuous filtering of power, and an internal, automatic static bypass, the 9SX ensures performance and compatibility.

- * Maintains system's host computer and operator's workstation power for ~8 minutes after loss of power
- * Minimizes loss of data
- * Provides clean constant voltage power
- * Host computer and operator's workstation electronics unaffected by under voltage, brownouts, line sags, over voltage, transients, periodic emergency generator testing or automatic transfer switch operation
- * Host computer and operator's workstation electronics protected from utility power factor capacitor switching spikes and ring waves
- * Host computer and operator's workstation electronics protected from utility re-closer operations common during thunderstorms
- * Regulates output voltage to meet and exceed system electronics requirements
- * Allows time for an orderly system shutdown in the event of an extended power outage
- * Reduces maintenance costs
- * Helps increase system uptime
- * Suitable for engine generator applications
- * Suitable for mobile applications (other optional equipment may be needed)
- * Installation of the UPS by GE
- * 1-year warranty on parts and labor

Increased battery life

- * Advanced battery management to extend battery life and provide advanced notice before batteries fail
- * Batteries are hot-swappable

More control

- * Automate power delivery by utilizing switchable, programmable outlets
- * Programmable signal input through the RPO port also enables the UPS to change operating modes in reaction to external events

Advanced LCD interface

- * Simplify UPS monitoring with Eaton's advanced LCD display
- * Easy access to UPS alarm history, energy logs, unit serial numbers and firmware versions enable first time issue resolution right at the source
- * Eight user-selectable languages ensure success for global deployments

Specifications

- * Power: 700 VA / 630 W
- * Input connection: 5-15P, eight feet long
- * Output receptacles: (5) 5-15R
- * Dimensions (H x W x D, in. / mm): 9.9 x 6.3 x 13.9 / 252 x 160 x 357
- * Weight (lb. / kg): 26.5 / 11.5

General

- * Topology: Double-conversion, online
- * Configuration: Tower
- * Color: Black and silver
- * Diagnostics: Full system self-test at power up, ABM battery test every 30 days
- * Warranty: 1 year on electronics and battery
- * Remote power off: Remote On/Off (ROO) and Remote Power Off (RPO) rear terminal blocks
- * Contents: UPS, Safety guide, Quick Start Guide, Reference Guide, RS-232 serial cable, USB cable

Electrical input

- * Nominal voltage: 120V default (100/110/120/125V)
- * Input voltage range: Full load: 100-138V, 75% load: 60-144V
- * Frequency: 50/60 Hz
- * Frequency range: 60 Hz: 50-70 Hz, 50 Hz: 40-60 Hz
- * Input power factor ? 99
- * Input current distortion ? 8%
- Electrical output
- * Power rating: 700VA / 630W
- * Circuit breaker: None
- * Nominal voltage: 120V default (100/110/120/125V)
- * Output voltage regulation, steady state: $\pm 2\%$ nominal mode
- * Output voltage THD (online): Linear: <3%
- * Power factor: 0.9
- * Efficiency (online mode with resistive load): 87%
- * Transfer time: 0 ms
- Communications
- * User interface: Graphical display. UPS status in a single view.
- * LEDs: 4 status-indicating LEDs
- * Communication ports: RS-232 (RJ45) ports; USB port as standard (HID). 6-foot RS-232 and USB cables included
- Environment & standards
- * Operating temperature: 0 to 40 °C (32 to 104 °F) in Online mode, with linear derating for altitude
- * Storage temperature: 0 to 35 °C (32 to 95 °F); without batteries: -25 to 55 °C (-13 to 131 °F)
- * Relative humidity: 0 to 96% non-condensing
- * Altitude operating temperature range: UP to 3,000 meters (9,843 ft) above sea level, no derating for 35 °C (95 °F) room temperature
- * Audible noise: < 50 dBA at 1 meter typical
- * RoHS compliance: Yes
- * Safety conformance: UL 1778; IEC 62040-1
- * EMC: FCC Part 15 Class B; IEC 62040-2 C1 & C2
- * Markings: CE; cULus; NOM
- * Battery backup time: 5.8 min@ 630 W, 14 min@ 300W

Line	Qty	Catalog		
32	1.00	E4504FN	Power cable for E4504FP MR Partial UPS	<u>Net Price</u> \$62.41

NOTES:

- Customer is responsible for rigging and arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Removal/disposal of the old unit is the customer's responsibility.

Application

E4504FN power cable is required when ordering E4504FP MR Partial UPS package.

Line	Qty	Catalog		
33	1.00	W0301MR	TIP MR 1.5T Training Program	<u>Net Price</u> \$31,114.38

This training program is designed for customers purchasing a GEHC 1.5T MR 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 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 12 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 iLink 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 15 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.

Total Quote Subtotal: **\$1,327,639.42**

Total Quote Net Selling Price: **\$1,327,639.42**

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**

June 21, 2023

Subject: Proposed Amendment No. 1 to Agreement 030-2022 with Eugene H. Roos, D.O., an independent contractor, for professional medical services in the Department of Radiology

Recommended Action: Approve; Authorize Chairman to Sign

Summary:

Kern Medical is requesting your Board approve the proposed Amendment No. 1 to Agreement 030-2022 with Eugene H. Roos, D.O., for professional medical and administrative services in the Department of Radiology. Dr. Roos has worked with Kern Medical as an independent contractor in the Department of Radiology since 2008.

Dr. Roos' current agreement requires minimum coverage of an average of 15 shifts per month, however, due to changes in availability, Dr. Roos has requested that the minimum coverage be reduced to an average of 12 shifts per month. After consultation with the Chair of the Department, it was determined that this request can be managed within the Department. As this only impacts the minimum number of shifts, the Amendment has no impact on the maximum payable as additional shifts can still be worked beyond 12 per month if mutually agreed upon.

Therefore, it is recommended that your Board approve Amendment No. 1 to Agreement 030-2022 with Eugene H. Roos, D.O. for professional medical services in the Department of Radiology, decreasing the minimum number of required shifts from 15 to 12, effective July 1, 2023, and authorize the Chairman to sign.

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR
(Kern County Hospital Authority – Eugene H. Roos, D.O.)**

This Amendment No. 1 to the Agreement for Professional Services is made and entered into this ____ day of _____, 2023, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Eugene H. Roos, D.O., a sole proprietor (“Contractor”), whose principal place of business is located at 31562 Wildwood Road, Laguna Beach, California 92651.

RECITALS

(a) Authority and Contractor have heretofore entered into an Agreement for Professional Services (Agt. #030-2022, dated March 16, 2022) (“Agreement”), for the period April 1, 2022 through March 31, 2024, for professional medical services in the Department of Radiology at KMC; and

(b) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and

(c) The Agreement is amended effective July 1, 2023;

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

1. Exhibit “A,” Description of Services, shall be deleted in its entirety and replaced with Amendment No. 1 to Exhibit “A,” Description of Services, attached hereto and incorporated herein by this reference.
2. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
3. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
5. Except as provided herein, all other terms, conditions, and covenants of the Agreement shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 1
as of the day and year first written above.

CONTRACTOR

By 
Eugene H. Roos, D.O.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____
Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

Amend1.Roos.060923

**AMENDMENT NO. 1
TO
EXHIBIT "A"
DESCRIPTION OF SERVICES
Eugene H. Roos, D.O.**

Contractor shall provide services, as assigned by the Department Chair, as follows:

1. Contractor shall provide radiology services on-site at KMC or remotely from an office located 28202 Cabot Road, Laguna Niguel, California, and in accordance with generally accepted professional standards. Contractor will provide professional services for all patients who present to KMC for treatment.
2. Contractor shall perform such administrative and teaching duties and responsibilities, as mutually agreed upon between Contractor and the Department Chair.
3. Contractor shall provide shift coverage Monday through Friday in eight (8) hour or ten (10) hour shifts, as assigned by the Department Chair.
4. Contractor shall provide shift coverage on Saturday and Sunday in eight (8) hour or ten (10) hour shifts or until the work is completed, as assigned by the Department Chair.
5. Contractor shall provide mutually agreed upon call coverage weekday nights from 6:00 p.m. to 8:00 a.m. and Saturday and Sunday, as assigned by the Department Chair. Contractor agrees to carry a pager when on call and respond to KMC within 30 minutes of being called. If assigned call coverage, Contractor will cover one (1) weekend in three (3). If assigned call coverage, Contractor will cover one (1) in three (3) holidays and no fewer than four (4) per year.
6. Contractor shall provide coverage an average of twelve (12) shifts per month.
7. Contractor shall actively participate in assigned hospital and Department committees.
8. Contractor shall timely complete medical records and work to improve the quality, accuracy, and completeness of his documentation.

[INTENTIONALLY LEFT BLANK]



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

June 21, 2023

SUBJECT: Proposed Amendment No. 5 to Agreement 718-2016 with the County of Kern, as represented by the Administrative Office, Kern County Sheriff's Office, and Kern County Probation Department

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical is requesting that your Board approve proposed Amendment No. 5 to the Agreement with the County of Kern, as represented by the Administrative Office, Kern County Sheriff's Office, and Kern County Probation Department, for the provision of medical services to adult inmates and juvenile detainees at county owned and operated jail facilities. The Authority, through Kern Medical, has provided these services since July 1, 2016. The Agreement is set to expire by its terms on June 30, 2023.

Kern Medical provides correctional medical services on behalf of the Kern County Sheriff's Department and the Kern County Probation Department, to meet the county's obligation to provide healthcare services under Titles 15 and 24 of the California Code of Regulations. The County reimburses the Authority for such services based on a mutually agreed upon annual budget. The proposed Amendment extends the term of the Agreement for one year from July 1, 2023, through June 30, 2024, unless the Board of Supervisors selects a replacement provider during that time frame.

Therefore, it is recommended that your Board approve Amendment No. 5, extending the term of the Agreement for one year from July 1, 2023, through June 30, 2024, and authorize the Chairman to sign.

**AMENDMENT NO. 5
TO
CORRECTIONAL MEDICINE AGREEMENT
(County of Kern – Kern County Hospital Authority)**

This Amendment No. 5 to the Correctional Medicine Agreement is made and entered into this ____ day of _____, 2023, between County of Kern, a political subdivision of the state of California (“County”), on behalf of County Administrative Office (“CAO”), Kern County Sheriff’s Office and Kern County Probation Department (collectively “Responsible County Departments”), and Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”).

RECITALS

(a) County and Authority have heretofore entered into a Correctional Medicine Agreement (Kern County Agt. #718-2016, dated June 22, 2016), Amendment No. 1 (Kern County Agt. #148-2019, dated March 26, 2019), Amendment No. 2 (Kern County Agt. #446-2020, dated July 14, 2020), Amendment No. 3 (Kern County Agt. #553-2021, dated September 14, 2021), and Amendment No. 4 (Kern County Agt. #347-2022, dated June 14, 2022) (the “Agreement”), for the period July 1, 2016 through June 30, 2023, whereby Authority through KMC provides health care services to adult inmates and juvenile wards under the responsibility of Responsible County Departments; and

(b) The Agreement relates solely to services provided by KMC at County-owned and -operated Adult Jail Facilities, which include Central Receiving Facility, Lerdo Pre-Trial Facility, Male Minimum Facility, Female Minimum Facility, and Maximum-Medium; and Juvenile Detention Facilities and Programs, which include Kern Crossroads Facility, Youth Detention Center and incorporated rehabilitative programs, and Camp Erwin Owen; and

(c) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and

(d) The Agreement is amended effective July 1, 2023;

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

1. Section 1, Term of Agreement and Records at Termination of Agreement, paragraph 1.1 shall be deleted in its entirety and replaced with the following:

“1.1 Term of Agreement. This Agreement shall be effective as of July 1, 2016, and remain in effect through June 30, 2024, unless the Kern County Board of Supervisors has selected a replacement provider of healthcare services to adult inmates and juvenile wards under the responsibility of Responsible County Departments.”

2. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
3. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
5. Except as provided herein, all other terms, conditions and covenants of the Agreement and any and all amendments thereto shall remain in full force and effect.

[Signatures follow on next page]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 5 as of the day and year first written above.

COUNTY OF KERN

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Supervisors

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:
ADMINISTRATIVE OFFICE

APPROVED AS TO CONTENT:

By _____
Ryan J. Alsop
Chief Administrative Officer

By _____
Scott Thygerson
Chief Executive Officer

SHERIFF'S OFFICE

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Donny Youngblood
Sheriff

By _____
Vice President & General Counsel
Kern County Hospital Authority

PROBATION DEPARTMENT

By _____
TR Merickel
Chief Probation Officer

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By _____
Chief Deputy



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

June 21, 2023

Subject: Proposed Amendment No. 1 to Personal/Professional Services Agreement (057-2020) with Thyssenkrupp Elevator Corporation, to provide design and construction for the D Wing Elevator Upgrades

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Amendment No. 1 with Thyssenkrupp Elevator Corporation for the design and installation of five new elevator doors and to address the temporary power needed to keep the elevator systems operational during construction.

The original Agreement was executed on December 9, 2020, with a construction commencement of March 2023, for anticipated completion in late winter 2024.

Agreement	Maximum Payable
Original Agreement 057-2020	\$2,325,883
Proposed Amendment No. 1	\$96,740
Total	\$2,244,623

Therefore, it is recommended that your Board approve the proposed Amendment No. 1 to the Personal/Professional Services Agreement with Thyssenkrupp Elevator Corporation to increase the maximum payable from \$2,325,883 to \$2,244,623, effective June 21, 2023, to cover the additional construction, and authorize Chairman to sign.

**AMENDMENT NO. 1
TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
(Kern County Hospital Authority–Thyssenkrupp Elevator Corporation)**

THIS AMENDMENT TO AGREEMENT, effective June 21, 2023, is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("KMC"), and Thyssenkrupp Elevator Corporation ("Consultant"), with its principal place of business located at 114 Town Park Drive NW, Suite 300, Kennesaw, Georgia 30144.

WITNESSETH:

WHEREAS, KCHA and Consultant entered into a Personal/Professional Services Agreement dated December 9, 2020 (PPSA #057-2020), to complete the D Wing Elevator Upgrades; and

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

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

____ **Term.** The Agreement shall be extended from XXX to XXX, unless
sooner terminated as provided for in the Agreement.
X **Fees** payable by KCHA under the Agreement shall increase by \$9 96740, from \$2,325,883 to
\$2,422,623.
____ **Travel Expenses** payable by KCHA under the Agreement shall increase from by XXX, from
XXX to XXX.
X **Services.** See Exhibits D, 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. 1 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
"KCHA"

By _____
Scott Thygerson, Chief Executive Officer

Date: _____

Date: _____

THYSSENKRUPP ELEVATOR CORPORATION

APPROVED AS TO FORM:
Legal Services Department

By  _____
Name:
Title:
"Consultant"

By  _____
Hospital Counsel

Date: 5/18/23

Date: 5/25/23



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

June 21, 2023

Subject: Proposed Agreement with James E. Thompson, Inc., dba JTS Construction

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

Summary:

Kern Medical requests your Board's approval of the proposed Agreement with James E. Thompson, Inc., dba JTS Construction (JTS Construction), to install a temporary nurse call system in the Emergency Department.

The Agreement is effective as of June 21, 2023, with construction anticipated to be completed within three months of commencement. The projected cost for this project is \$108,295, which includes future change orders of up to 10% of the original contract price of \$98,450.

Therefore, it is recommended that your Board make a finding that the project is exempt from further CEQA review per sections 15301, 15302 and 15061(b)(3) of state CEQA guidelines, approve the Agreement, authorize Chairman to sign, and authorize the Chief Executive Officer to sign future change orders in an amount not to exceed 10% of the total contract price of \$98,450.

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, dated this 21st day of May, 2023, is by and between **James E. Thompson, Inc. dba: JTS Construction** whose place of business is located at **7001 Mcdivitt Drive, Suite B, Bakersfield, CA 93313, with a mailing address at P.O. Box 47165, Bakersfield, CA 93384** ("Contractor"), and the **KERN COUNTY HOSPITAL AUTHORITY**, a local unit of government (hereinafter "Owner and/or Authority"), acting under and by virtue of the authority vested in Owner by the laws of the State of California

WHEREAS, in consideration for the promises and payment to be made and performed by Authority, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by Authority) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the Chief Executive Officer for the Kern County Hospital Authority all the work shown and described in the plans and specifications for the project known as:

Temporary Nurse Call at Emergency Department (10127)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum **ninety-eight thousand four hundred fifty dollars (\$98,450.00)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Final Completion of the entire Work **60 Working Days**, as defined in Document 01422, from the Commencement Date.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner one hundred dollars (\$100.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00700 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00500	Agreement
Document 00501	Proposed Contract Documents Transmittal
Document 00601	Construction Performance Bond
Document 00602	Construction Labor and Material Payment Bond
Document 00603	Guaranty
Document 00590	Release of Claims
Document 00700	General Conditions
Document 00738	Apprenticeship Programs
Document 00800	Supplementary Conditions – Insurance
Master Specifications	Divisions 1
Drawings	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

ARTICLE 5 – LIABILITY OF AUTHORITY

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

ARTICLE 6 – MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01422 (Definitions) and will have the meaning indicated therein.

- 6.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 6.02** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

- 6.03** This project is subject to prevailing wage laws. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to


any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 6.04** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed seven original Agreements on the day and year first above written.

APPROVED AS TO FORM:
Legal Services Department

By


Philip Jenkins, Hospital Counsel

KERN COUNTY HOSPITAL AUTHORITY

By

Russell E. Bigler, Chairman

"AUTHORITY"

APPROVED AS TO CONTENT:
KERN MEDICAL HOSPITAL


By

Scott Thygerson, Chief Executive Officer

Contractor's Name : James E. Thompson, Inc., dba
JTS Construction

Type of Entity: Corporation
(corporation, partnership, sole proprietorship)

By


Signature

By

 6.1.23
Michael Fink, Senior Facility Director

Lee Hawkins

Typed Name

President

Title of Individual Executing
Document on behalf of Firm

"CONTRACTOR"

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

END OF DOCUMENT



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

June 21, 2023

Subject: Proposed Notice to Extend Agreement 03116 to Lease a Portion of The Public Services Building Located at 2700 M Street, Bakersfield

Recommended Action: Approve

Summary:

On April 20, 2016, Kern Medical entered into Agreement 03116 with the County of Kern to lease a portion of the Public Services Building at 2700 "M" Street in Bakersfield, allowing Kern Medical to utilize general office space within the premises. The current Agreement is scheduled to expire on June 30, 2023.

Pursuant to section 3 of the Agreement, Kern Medical has one option to extend the initial term of the Agreement for a three-year period upon written notice to the County. Kern Medical received the attached Notice to Extend Agreement from Lease from the County on May 17, 2023. The Notice memorializes the County's agreement to extend the term of the Agreement, with a new term expiration date of June 30, 2026.

Pursuant to Section 6.b of the Agreement, the County may adjust the rental consideration for the option term. Consistent with the rental increases over the initial term, the County has determined that an increase of 2.5% (\$2.06/sf/month) is fair and reasonable. Beginning July 1, 2023, rental payments will total \$26,362 per month. The extension increases the maximum payable by \$174,776 from \$2,162,794 to \$2,337,570, over the ten-year term.

Therefore, it is recommended that your Board approve the Notice to Extend Agreement for Lease a Portion of The Public Services Building Located at 2700 M Street, Bakersfield.

Ryan Alsop
COUNTY ADMINISTRATIVE OFFICER



Geoffrey Hill
CHIEF GENERAL SERVICES OFFICER

County Administrative Office
GENERAL SERVICES DIVISION

ADMINISTRATION • COMMUNICATIONS • CONSTRUCTION • CUSTODIAL • FACILITIES • FLEET
MAIL • PARKS • PROPERTY MANAGEMENT • PURCHASING • RANGERS

May 17, 2023

Kern County Hospital Authority
1700 Mt. Vernon Ave.
Bakersfield, CA 93301
Business Office

**NOTICE TO EXTEND AGREEMENT FOR LEASE
OF A PORTION OF THE PUBLIC SERVICES BUILDING
AT 2700 "M" STREET, BAKERSFIELD**

On April 20, 2016, the County of Kern ("**County**") entered into an agreement for lease of a portion of the Public Services Building at 2700 "M" Street in Bakersfield, California ("**Premises**"), with the Kern County Hospital Authority ("**KM**") allowing KM to utilize general office space within the Premises ("**Agreement**"). The Agreement is scheduled to expire on June 30, 2023.

County has received Lessee's written request to exercise its 3-year option to extend the term ("**Option Term**"). To memorialize County's agreement with Lessee's request, this notice shall serve as the extension of the term, with a new term expiration of June 30, 2026.

Pursuant to Section 6.b of the Agreement, County may adjust the rental consideration for the Option Term. Consistent with the rental increases over the initial term, County has determined that an increase of 2.5% (\$2.06/sf/month) is fair and reasonable. Beginning July 1st, please make rental payments of \$26,362 per month.

The County looks forward to this continued partnership with you.

Sincerely,

A handwritten signature in cursive script that reads "Geoffrey Hill".

Geoffrey Hill
Chief General Services Officer

L-11



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

June 21, 2023

Subject: Proposed PayGround Customer Agreement with PayGround, Inc.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed PayGround Customer Agreement with PayGround, Inc., a patient payment solution vendor to replace Output Services Group, Inc. (including its subsidiaries and other affiliates, formally known as Diversified Data Processing and Consulting, Inc.) Payground will have the ability to offer "digital wallet" patient payment options (e.g. Apple Pay, PayPay) and future omnichannel payment options, which will enhance the patient experience, support Kern Medical's revenue cycle objectives to increase POS cash collections, and reduce A/R balances after insurance is applied, including self-pay deposits and payment arrangements, all on a secure platform.

This is a three (3) year agreement with a one (1) year renewal at the end of the term. The annual projected expense is \$72,000 per year. This represents an annual savings of approx. \$12,000.00 per year from the current vendor expense.

Counsel is unable to approve as to form due to non-standard terms which include limitation of liability, assignment with no notice, and the Vendor's ability to change the online terms (which apply to this agreement) with no notice. Efforts were made to negotiate with the vendor, but to no avail.

Even with the non-standard terms, this purchase would vastly improve the patient experience at Kern Medical which aligns directly with Kern Medical's mission, therefore, it is recommended that your Board approve the proposed PayGround Customer Agreement with PayGround Inc., effective June 21, 2023 through June 20, 2027, with a maximum not to exceed of \$288,000, and authorize the Chairman to sign.



PayGround Customer Agreement

This Customer Agreement ("**Agreement**"), effective as of June 21, 2023 ("**Effective Date**"), is an agreement between PayGround, Inc. ("**PayGround**") and Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center ("**Company**"). PayGround and Company are also referred to herein collectively as the "**Parties**" and individually as a "**Party**." PayGround and Company agree as follows:

THIS AGREEMENT INCLUDES, AND INCORPORATES BY THIS REFERENCE, (A) THE PAYGROUND ONLINE TERMS OF SERVICE, AVAILABLE AT <https://payground.com/terms-of-service>, (THE "**TERMS**") AND (B) ANY ORDERING DOCUMENT BETWEEN PAYGROUND AND COMPANY REFERENCING THIS AGREEMENT ("**ORDER**"). If there is any conflict of terms, this Agreement will control.

Section 1. Definitions

Words used in this Agreement with their initial letters capitalized will have the meanings specified in Appendix 1 or as defined within this Agreement.

Section 2. Company's Rights; Restrictions

2.1 Rights to Use the PayGround Solution. PayGround hereby grants to Company a limited, nonexclusive, nontransferable, non-sublicensable, revocable license during the Term to: (a) access and use the PayGround Solution and Documentation; and (b) allow and enable Company's employees, agents, and contractors ("**Company Personnel**") to access and use the PayGround Solution and Documentation through an individual User Account solely for Company's internal business purposes. Company will ensure that Company Personnel use the PayGround Solution and Documentation only for Company's internal business purposes. Company is responsible for Company Personnel's compliance with this Agreement. As between PayGround and Company, PayGround owns all right, title, and interest in and to the PayGround Solution and all Intellectual Property Rights therein or thereto. Except as otherwise specified in this Section 2.1, Company does not obtain any rights under this Agreement from PayGround to the PayGround Solution, including any related Intellectual Property Rights.

2.2 Restrictions. Company will not, directly or indirectly, and shall not allow any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or the PayGround Solution, or any part thereof; (ii) modify, translate, or create derivative works based on the Services or the PayGround Solution; (iii) use the Services or the PayGround Solution for timesharing or service bureau purposes or otherwise for the benefit of any third party; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer the Services or PayGround Solution; (v) bypass or breach any security device or protection of the Services or PayGround Solution; (vi) input, upload, transmit or otherwise provide to or through the Services or PayGround Solution, any information or material that are unlawful, injurious, malicious, or contains, transmits or activates any harmful code; (vii) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, the PayGround Solution, or Company's provision of services to any third party, in whole or in part; (viii) access or use the Services or PayGround Solution for purposes of competitive analysis of the Services or PayGround Solution or development of a competing service or product; (ix) remove any proprietary notices or labels; (x) violate the rights of others or any applicable law.

2.3 Suspension of PayGround Solution. PayGround may, in its sole, reasonable discretion, immediately suspend access to or use of the PayGround Solution by Company or any Company Personnel if (i) Company or any Company Personnel violates a material restriction or obligation of Company or Company Personnel in this Agreement (including any Policies), or, (ii) if in PayGround's reasonable judgment, the PayGround Solution or any component thereof is likely to suffer a threat to security or functionality. PayGround will use reasonable efforts to re-establish the affected PayGround Solution promptly after PayGround determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. PayGround may terminate access to the PayGround Solution if any of the foregoing causes of suspension caused by acts or omission of Company or Company Personnel are not cured within sixty (60) days after PayGround's initial notice thereof. Any suspension or termination by PayGround under this Section 2.3 will excuse Company from its obligation to make further payment(s) under this Agreement. Any suspension under this Section shall remain in effect until the applicable breach, if curable, is cured.

2.4 Hardware. If specified in an Order, PayGround will lease certain Hardware to Company for the time period and for the amount listed in the Order. PayGround will use reasonable efforts to deliver the Hardware to Company within three to five business days after the effective date of the Order. Company will use the Hardware solely in connection with its use of the PayGround Solution. Company will, at all times, maintain a record of the Hardware's then-current location. Company will maintain the Hardware in good operating order, normal wear and tear excepted. If the Hardware does not (a) maintain power when properly plugged in or (b) process payments via the PayGround Solution without failure 99% of the time, Customer may request a return merchandise authorization ("RMA") from PayGround. If Company returns the Hardware to PayGround with an applicable RMA, PayGround will inspect such item. If, upon PayGround's inspection of such item, PayGround determines that such item does not appropriately function as provided herein, PayGround will repair or replace the non-conforming item and deliver the repaired or replaced item to Company free of charge.

Section 3. Eligibility; Registration; Support; Data Practices

3.1 Eligibility. Company represents and warrants that no Company Personnel are: (a) a resident of any country subject to a United States embargo or other similar United States export restrictions, including Iran, Cuba, North Korea, the Region of Crimea, Sudan or Syria; (b) on the United States Treasury Department's list of Specifically Designated Nationals; (c) on the United States Department of Commerce's Denied Persons List or Entity List; or (d) on any other United States export control list.

3.2 Company Personnel Registration. In order to access and use the PayGround Solution, Company will need to register for an Account on the Site and accept this Agreement. Company must create separate User Accounts for each Company Personnel authorized by Company to have access to the Site. Each User Account may only be used by one person and shall not be shared by multiple people. Company will ensure that each Company Personnel that is provided a User Account will: (a) maintain the security of Company Personnel's Account by not sharing its password with others and restricting access to the Account and their computer or mobile device; (b) promptly notify PayGround if a Company Personnel discovers or otherwise suspect any security breaches related to the Company Personnel's Account; and (c) take responsibility for all activities that occur under a Company Personnel's Account and accept all risks of unauthorized access. Each Company Personnel's login password should be chosen carefully and not contain any personal or other information that may be easily guessed by anyone else. Company is responsible for its access or use of the PayGround Solution under each Company Personnel's Account.

3.3 Support. During the Term, PayGround will provide telephone support and email support to Company relating to the use and operation of the PayGround Solution between the hours of 8 a.m. to 5 p.m. Mountain Standard Time, Monday through Friday. Company acknowledges that PayGround may, and hereby authorized PayGround to, access, view, and modify Company Data as reasonably necessary to provide the PayGround Solution to Company or perform any debugging, maintenance, or repairs of an Account or Company Data.

3.4 Consent to Data Practices.

- A.** Company is solely responsible for the content of any data or materials that Company or Company Personnel use, process, submit, provide to, or make available through the PayGround Solution, including, without limitation, Company Data.
- B.** Company represents and warrants to PayGround that: (i) Company has all rights in the Company Data necessary to grant the rights contemplated by this Agreement; and (ii) the Company Data (including as used in connection with the PayGround Solution) does not and will not violate the Policies or applicable law. Company grants PayGround the right to identify, document, collect, analyze, transmit, and record Company Data through the PayGround Solution and to use and maintain a repository of Company Data to provide and improve the PayGround Solution and to develop new product and service offerings subject to the confidentiality obligations herein.
- C.** To the extent that the use of the PayGround Solution involves the access, use, creation or disclosure of Protected Health Information ("PHI"), as defined under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Parties agree to comply with the Business Associate Agreement ("BAA") attached as 'PayGround, Inc. Business Associate Agreement'. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the BAA in regard to the subject matter of HIPAA and PHI, the BAA shall control. Except as prohibited by the BAA or the HIPAA Privacy Rule located at 45 C.F.R. Part 160 and Part 164 subpart A and E, Company hereby grants PayGround a worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty free license to use, copy, distribute, transmit, display and prepare derivative

works of Company Data, and acknowledges that this license cannot be terminated by Company once Company Data is submitted through the Services. No compensation will be paid to Company with respect to PayGround's use of Company Data.

- D. Notwithstanding anything to the contrary contained in this Agreement, PayGround may aggregate Company Data and other content, data, and patient information in such a way that it will not identify a Company customer or and PayGround may use that aggregated data to develop and improve the Services, for diagnostic and corrective purposes in connection with the Services and for any other lawful purpose.

3.5 Data Security. PayGround has established and implemented reasonable information security practices regarding the protection of Company Data, including administrative, technical, and physical security processes. Notwithstanding the foregoing, Company is responsible for maintaining appropriate security, protection, and backup of all information, content or Company Data. PayGround is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store or encrypt, any data unless due to the gross negligence of PayGround or PayGround's breach of this Section 3.6.

Section 4. Payments and Taxes

4.1 PayGround Subscriptions. Company subscribes to the PayGround Solutions (a "Subscription") on a monthly basis, as specified in the relevant Order agreed to by Company.

4.2 Fees to Be Paid by Company to PayGround. Company shall pay fees to PayGround during the Term of this Agreement as provided in the relevant Order. In addition to any Subscription fees and Hardware fees, Company will be responsible for any fees incurred by PayGround as a result of any chargebacks initiated by a Company customer. PayGround's fees shall be due and payable by Company within forty-five (45) days from the date of the applicable invoice and are nonrefundable except as provided herein.

4.3 Taxes. All applicable taxes, if any, are additional. PayGround will invoice applicable sales tax if it determines that PayGround has a duty to collect sales tax.

4.4 Customer Payment Information.

- A. If elected on the Order, Company will provide PayGround with current and customary billing information for each of Company's customers, including names, billing addresses, account types, routing numbers, account numbers, and other financial information ("Customer Payment Information"). Company authorizes PayGround to automatically store any and all Customer Payment Information provided. Company will be solely responsible for the accuracy and completeness of its Customer Payment Information, and PayGround will not be responsible for any loss suffered by Company as a result of incorrect Customer Payment Information. Further, Company represents and warrants that it has the full right, power, and authority to provide PayGround with Customer Payment Information. Company shall indemnify PayGround from and against any and all claims arising from PayGround's access to or use of Customer Payment Information, except to the extent such claims arise from PayGround's gross negligence or willful misconduct.
- B. If Company does not elect for PayGround to maintain Customer Payment Information, for each payment requested by a Company customer, such customer will receive an email requesting payment information and authorization for PayGround to use such information to process payments.
- C. If elected on and pursuant to the criteria specified in the Order, Company will automatically offer a Company customer a payment plan if the customer reaches the threshold amount set forth on the Order. Company is solely responsible for setting the terms related to the payment plan, maintaining information on payments and taking any action regarding default and/or collection.

4.5 Minimal Utilization Charge. For any calendar month, after the first 60 days, in which Company's customers do not transact at least \$3,000 to Company through the PayGround Solution, Company shall pay a minimal utilization charge of \$19.99.

Section 5. Term and Termination

5.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, will continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive additional one (1)-year periods unless otherwise agreed upon by the Parties

in an Order and until terminated pursuant to Sections 2.3, 5.2, or 5.3 of this Agreement (the Initial Term together with any renewal term, the “Term”).

5.2 Termination for Convenience. After the first six months of the Initial Term, either Party may terminate this Agreement for convenience on at least sixty (60) days’ prior written notice to the other Party. Company will be responsible for all charges (including any applicable taxes) incurred with respect to fees processed or applicable to use of the PayGround Solution prior to the cancellation of Company’s subscription.

5.3 Termination for Material Breach. If a Party commits a material breach of or default under this Agreement, then the non-breaching Party may give notice that the breach or default has occurred (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default, and the action required to cure the breach or default) and that the Term will terminate pursuant to this Section 5.3 if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in such notice). If the specified breach or default is not cured within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then this Agreement will terminate.

5.4 Effect of Termination.

- A.** Upon termination of this Agreement for any reason, all of Company’s and each Company Personnel’s rights under this Agreement will immediately terminate, the license granted to Company in this Agreement will terminate, and Company and all Company Personnel will immediately cease any access or use of the PayGround Solution, except as permitted pursuant to subpart (c) below.
- B.** If Company terminates this Agreement for convenience under Section 5.2 or if PayGround terminates this Agreement for material breach by Company under Section 5.3, Company must pay within thirty (30) days all outstanding Subscription fees due under any Order including any fee due for the then current Term plus related taxes and expenses. If Company terminates this Agreement for material breach by PayGround under Section 5.3, then PayGround shall refund to Company within thirty (30) days of termination any unused prepaid fees on a pro-rata basis for the remaining Term.
- C.** Upon termination of this Agreement for any reason except for breach by Company, Company may continue to access Company Data for up to twelve (12) months. Except as provided herein, PayGround will have no obligation to maintain any Company Data or to forward any Company Data to Company or any third party.
- D.** Company will promptly return to PayGround all Hardware leased from PayGround at Company’s expense.
- E.** This sentence and Sections 5.4, 5.4, 7, 8 and 9 of this Agreement, together with any other provisions that by their nature are intended to survive, will continue to apply in accordance with their terms.

Section 6. Limited Warranties and Remedies

PayGround warrants: (a) PayGround will comply with all laws applicable to its performance hereunder; (b) the PayGround Solution will materially conform to and perform in substantial accordance with the Documentation. EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, ANY HARDWARE, THE PAYGROUND SOLUTION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED; AND COMPANY HEREBY WAIVES, RELEASES, AND DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) REGARDING THE SITE, THE HARDWARE, AND THE PAYGROUND SOLUTION, INCLUDING ANY WARRANTY THAT THE PAYGROUND SOLUTION WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, PAYGROUND AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Section 7. Limitations of Liability; Indemnity

7.1 Force Majeure. Neither Party will be liable to the other Party for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such Party’s reasonable control (including, without limitation, any act or failure to act by the other Party). This Section will not apply to any payment obligation of either Party.

7.2 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER TO THE OTHER PARTY, WHETHER

BASED ON CONTRACT, IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID OR TO BE PAID BY COMPANY UNDER THIS AGREEMENT FOR THE 12 MONTH PERIOD PRIOR TO THE ACT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO:

- A. BODILY INJURY OR DEATH OF A PARTY'S PERSONNEL OR DAMAGES TO A PARTY'S PROPERTY ATTRIBUTABLE TO THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF THE OTHER PARTY OR ANYONE UNDER THE OTHER PARTY'S DIRECTION, SUPERVISION OR CONTROL; OR
- B. COMPANY'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE, OR INABILITY TO USE, THE SERVICES, OR ARISING OUT OF THIS AGREEMENT, AND COMPANY SHALL NOT BE ENTITLED TO DAMAGES BASED ON LOSS OF PROFIT, LOSS OR INTERRUPTION OF DATA, ALTERATION OR ERRONEOUS TRANSMISSION OF DATA, EVEN IF PAYGROUND IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OR FORESEEN SUCH POSSIBILITY. NOTWITHSTANDING ANYTHING THE CONTRARY, PAYGROUND'S LIMITATIONS OF LIABILITY SHALL NOT APPLY TO, AFFECT, OR LIMIT: (i) ANY OF PAYGROUND'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH SECTION 7.4.B.(i).

7.4 Indemnity. A. Company shall defend, indemnify and hold PayGround and its members, managers, officers, directors, shareholders, employees, contractors, agents and representatives harmless for, from and against any and all claims, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from (i) Company Data, including claims that Company Data infringes intellectual property rights or privacy rights of third parties, (ii) violation of this Agreement or applicable law, or (iii) Company's use of the Services, including but not limited to any disputes between Company and any Company customer or other claims by Company customers.

B. PayGround shall defend, indemnify and hold Company and its officers, directors, employees, contractors, agents and representatives harmless for, from and against any and all claims, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from (i) PayGround's Services infringe intellectual property rights or privacy rights of third parties, (ii) violation of this Agreement or applicable law, or (iii) PayGround's use of Company's data in breach of this Agreement.

Section 8. Confidentiality

Each Party understands that the other Party has disclosed or may disclose Confidential Information in connection with this Agreement. Recipient agrees: (i) to take reasonable precautions to protect the Confidential Information of Discloser, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. Discloser agrees that the foregoing shall not apply with respect to any information that Recipient can document (a) is or becomes generally available to the public through no fault of Recipient, or (b) was in its possession or known by Recipient prior to receipt from Discloser, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of Discloser, or (e) is required to be disclosed by law. PayGround is aware that Company is a government entity and is subject to the California Public Records Act, Cal.Govt.Code §6250 et seq., the Brown Act, Cal.Govt.Code §54950 et seq., and other laws pertaining to government entities. Information required by law to be disclosed will not be considered Proprietary and Confidential by the Parties and will be disclosed only to the extent required to comply with that legal obligation.

Section 9. Miscellaneous

9.1 Entire Agreement. This Agreement, the Terms, any Order, the Policies and the BAA, if applicable, are the complete and exclusive statement of the mutual understanding of the parties and shall and do supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of a conflict or inconsistency between the Agreement, the Terms, the Order, the Policies and the BAA, the order of precedence will be: the BAA, this Agreement, the Order, the Policies and the Terms.

9.2 Independent Contractors. Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon either Party. Further, neither Party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

9.3 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a Party to this Agreement.

9.4 Assignment. Company will not assign this Agreement, in whole or in part (including by any change of control or other sale of all or substantially all of Company's assets or stock), without PayGround's prior written consent. PayGround may assign this Agreement (or any of its rights and obligations under this Agreement or any Order): (a) to any of its affiliates; or (b) in connection with any change of control of PayGround or its affiliates. All the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be null and void.

9.5 Publicity. The Parties agree that prior to releasing or otherwise making any press releases, articles or other announcements regarding this Agreement or using the party's name or any parent, affiliate or successor-in-interest to the foregoing, the party wishing to issue such press release, article or announcement will first obtain the written approval of the other party as to each such press release, article, or announcement.

9.6 Non-waiver. The failure of either Party to insist upon or enforce performance by the other Party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such Party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather, the provision, right, or remedy will be and remain in full force and effect.

9.7 Interpretation; Applicable Law; Dispute Resolution. The interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, except for any rule of law of the State of California that would make the law of any other jurisdiction applicable. Any dispute arising under or relating to this Agreement may be resolved by arbitration under the Judicial Arbitration and Mediation Services (JAMS), with the venue of any such arbitration proceeding to be in Kern County, California. The arbitrator for any dispute will be selected according to the JAMS rules and will have experience with commercial agreements. The award rendered by the arbitrator will be final, will identify a winning Party, and judgment may be entered upon the award in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator will be shared by the Parties. Notwithstanding the foregoing, the Parties have the right to seek injunctive or other equitable relief in connection with any matter based upon or arising out of this Agreement in any forum having proper legal jurisdiction over such matter. If any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law. Nothing contained herein should be construed as contravening the express intention of the Parties that the laws of the State of California shall apply in all respects, unless and except to the extent that the Parties may reference and request application of a law, statute, or rule of another jurisdiction or governmental body in a specific provision of this Agreement.

9.8 Amendment. No change to any term or provision hereof shall be effective unless stated in writing and signed by both Parties hereto.

9.9 Notices. Company will send all notices to PayGround required by this Agreement to the following email address: concerns@payground.com, with a hard copy to be sent to: PayGround, Inc. 365 E. Germann Rd., Suite 280, Gilbert, AZ 85297. Unless otherwise specifically provided, all notices and other communications provided for or required by this Agreement shall be in writing and shall be effective upon receipt.

PayGround, Inc.

SIGNATURE: _____

NAME: Drew Mercer

TITLE: CEO

ADDRESS: 365 E. Germann Rd. Suite 280

Gilbert, AZ 85297

Kern County Hospital Authority

SIGNATURE: _____

NAME: Russell Bigler

TITLE: Chairman, Board of Governors

ADDRESS: 1700 Mt. Vernon Ave.
Bakersfield, CA 93306

DATE: 6/14/2023

DATE: _____

Appendix 1 — Definitions

Company Data

The data provided by Company that resides in Company's PayGround Solution environment, including but not limited to Company's customer information.

Confidential Information

Any information that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Discloser's technology, research, development, products, services, pricing of products and services, customers, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs).

Discloser

A Party that discloses any of its Confidential Information to the other Party.

Documentation

The documentation relating to the PayGround Solution provided by PayGround to Company.

Hardware

Certain point of sale hardware leased by Company and provided by PayGround as described in an Order.

Intellectual Property Rights

Any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

PayGround Solution

The payment aggregation software-as-a-service platform and services provided by PayGround under this Agreement, including the portal and the software components.

Policies

PayGround's Privacy Policy and all restrictions described on the Site related to the PayGround Solution.

Recipient

A Party that receives any Confidential Information of the other Party.

Services

The subscription services allowing access to and use of the PayGround Solution.

Site

www.payground.com and any successor or related website designated by PayGround.

Term

Definition in Section 5.1.

Terms

Meaning set forth in the preamble.

User Account

A single-user electronic account permitting Company or Company Personnel to access and use the PayGround Solution.

Users

Those individuals authorized by Company or on Company's behalf to use the PayGround Solution, including Company Personnel.

REVIEWED ONLY
NOT APPROVED AS TO FORM

By 
Legal Services Department

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 PayGround, Inc. (“**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”), effective as of the effective 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, media notification costs, and reasonable 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, limits 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. .

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 in which the security incident is connected to the underlying Agreement.

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, CA 93306
Attn: Chief Executive Officer

Business Associate's Notice Address:

PayGround, Inc.
365 E. Germann Rd. Suite 280
Gilbert, AZ 85297
Attn:

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.

The Parties hereto have executed this BAA as of the Effective Date.

COVERED ENTITY:


The Kern County Hospital Authority on
behalf of Kern Medical Center

Title: Chairman, Board of Governors

Date: _____

BUSINESS ASSOCIATE:

PayGround, Inc.

DocuSigned by:


96DF3BD8C9B4408...

Title: CEO

Date: 6/14/2023

REVIEWED ONLY
NOT APPROVED AS TO FORM

By


Legal Services Department



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

June 21, 2023

Subject: Proposed Second Amendment to the Master Agreement (035-2021) with Savista, LLC

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Second Amendment with Savista, LLC for oncology data management and abstracting services, which is a requirement to maintain certification with the American College of Surgeons. The purpose of the amendment is to continue services for Oncology Data Management (Cancer Registry) by extending the term for three (3) years from July 1, 2023 through June 30, 2026 and increasing the maximum payable by \$525,000.

Agreement	Term	Maximum Payable
Master Services Agreement #035-2021	07/01/21 - 06/30/22	\$160,000
First Amendment #26122	07/01/22 – 06/30/23	\$175,000
Proposed Second Amendment	07/01/23 – 06/30/26	\$525,000
Total Cost		\$860,000

Therefore, it is recommended that your Board approve the proposed Second Amendment with Savista, LLC for Cancer Registry services, extending the term for three (3) years, July 1, 2023 to June 30, 2026, increasing the maximum payable by \$525,000, from \$335,000 to \$860,000 to cover the five (5) year term, and authorize the Chairman to sign.



**SECOND AMENDMENT TO THE MASTER AGREEMENT
BETWEEN KERN COUNTY HOSPITAL AUTHORITY AND SAVISTA, LLC**

Kern County Hospital Authority ("KCHA") and Savista, LLC ("Savista") entered into an agreement to facilitate the use of the Savista Services dated July 1, 2021 (the "Original Agreement"). The Original Agreement with the subsequent amendments entered into by the Parties hereto shall collectively be referred to hereafter as the "Agreement".

KCHA and Savista agree to modify the Agreement with this additional amendment (the "Second Amendment") effective on the last date signed below (the "Second Amendment Effective Date") as follows:

1. Section 4.2, Failure to Cooperate shall be deleted in its entirety and replace with the following:

4.2 Failure to Cooperate. If KCHA impedes or delays completion of the Savista Service(s) by: (i) failing or delaying to provide necessary information, equipment or access to facilities to Savista; (ii) failing to complete required tasks or perform its obligations under this Agreement, for any reason; or (iii) providing materially untrue or incorrect information; then Savista's failure or delay in completion shall be excused. KCHA must provide the Savista team with direct access to the KCHA leadership responsible for making decisions relating to KCHA's revenue cycle. Such leadership would include, for example, KCHA's Director or Vice President of Revenue Cycle and any other KCHA personnel responsible for establishing or measuring KCHA's revenue cycle metrics. KCHA acknowledges and understands revenue cycle processes require close collaboration, and that access to or through a vendor management company is not sufficient decision-maker access.

2. Section 10.4, Insolvency shall be added to the Agreement as follows:

10.4 Insolvency. Should KCHA (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings to be adjudicated a voluntary bankruptcy; (iv) consent to the filing of a petition of bankruptcy against it; (v) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (vi) seek reorganization under any bankruptcy act; (vii) consent to the filing of a petition seeking such reorganization; or (viii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such KCHA's property or providing for the liquidation of such KCHA's property or business affairs; then, in any such event, Savista, at its option and without prior notice, may suspend services or terminate this Agreement effective immediately.

3. Section 1, Term of the SOW for Registry Strategic Source is deleted in its entirety and replaced with the following:

1. **Term.** The services provided under this SOW (the "Registry Strategic Source") shall commence on July 1, 2021 (the "Registry Strategic Source Effective Date") and continue through June 30, 2025 (the "Registry Strategic Source Initial Term").

The Registry Strategic Source will automatically renew for successive 12-month extensions unless either party gives written notice to the other Party at least 90 days prior to the expiration of the then current term. Collectively, the Registry Strategic Source Initial Term and all renewals thereafter shall be called the "Registry Strategic Source Term".

4. The fee table from Section 4, Fees of the SOW for Registry Strategic Source is deleted in its entirety and replaced with the following:

Fees*	
Monthly Fee	Estimated Number of Cases
\$13,471	300
Certified Tumor Registrar	\$70.00 per hour**
Data Technician	\$55.00 per hour**
Hours Lost. Hourly fee above the two hours absorbed by Savista on any given day.	\$70.00 per hour

*In the event Client requires Trauma Abstracting, Client will engage the services of Savista to perform the Trauma Abstracting under a separate mutually agreed upon SOW.


**In the event the estimated number of case volume exceeds 300 cases by 5%, Savista shall invoice using the hourly fees listed above.

5. All defined terms used in this Second Amendment shall have the meaning ascribed to them in the Agreement unless otherwise defined herein. Except as expressly modified by this Second Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be duly executed by their authorized representatives as of the Second Amendment Effective Date.

SAVISTA, LLC

KERN COUNTY HOSPITAL AUTHORITY

DocuSigned by:

Signature

Signature

Natalie Gray

Printed Name

Printed Name

Deputy General Counsel

Title

5/23/2023

Date

Title

Date



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

June 21, 2023

SUBJECT: Proposed renewal and binding of insurance coverages in an amount not to exceed of \$1,868,346, effective July 1, 2023

RECOMMENDED ACTION: Approve; Authorize Chief Executive Officer to sign the Commercial Insurance Premium Finance and Security Agreement with BankDirect Capital Finance

Kern Medical requests your Board's approval to renew and bind the following insurance coverages effective July 1, 2023:

- Hospital Professional Liability, General Liability and Umbrella/Excess Liability
- Workers' Compensation and Employers Liability
- Automobile Liability
- Heliport & Non-Owned Aircraft Liability
- Directors & Officers Liability
- Employment Practices Liability
- Healthcare Regulatory Liability
- Crime
- Privacy and Security (Cyber) Liability
- Premises Pollution Liability
- Underground Storage Tanks (UST) Liability
- Employed Lawyers Professional Liability
- Fiduciary Liability

Hospital Professional Liability, General Liability and Umbrella/Excess Liability *

Kern Medical recommends renewing coverage for Hospital Professional Liability, General Liability and Umbrella/Excess Liability with MagMutual/Professional Security Insurance Company and National Fire & Marine Insurance Company (MedPro).

- Insurance Carriers: MagMutual/Professional Security Insurance Company and National Fire & Marine Insurance Company (MedPro)
- A.M. Best Rating: MagMutual (A [Excellent] XII); MedPro (A++ [Superior] XV)
- Term: July 1, 2023 – July 1, 2024
- Coverage: Hospital Professional Liability insurance protects the organization, physicians and other licensed health care professionals from liability associated with wrongful practices resulting in bodily injury, medical expenses, and the cost of defending lawsuits related to such claims. General Liability insures against losses from bodily injury, personal injury and property

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

damage related to non-medical practices. Umbrella/Excess Liability provides additional limits in excess of self-insured retentions and underlying coverages

- Limit per Medical Incident or per Occurrence and Aggregate: \$25,000,000
- Self-insured Retention (SIR):
 - \$2,000,000 per Professional Liability Claim / \$6,000,000 Aggregate
 - \$1,000,000 per General Liability Occurrence
- Underlying Coverages: Automobile Liability, Employers Liability and Heliport Liability
- Combined Annual Premium: \$812,383 (**4.3% increase** over last year [\$778,979] in total)

Workers' Compensation and Employers Liability *

Kern Medical recommends renewing coverage for Workers' Compensation and Employers Liability with Safety National Casualty Corporation.

- Insurance Carrier: Safety National Casualty Corporation
- A.M. Best Rating: A+ (Superior) XV
- Term: July 1, 2023 – July 1, 2024
- Coverage: This policy insures against losses from work-related bodily injury or disease and the common law liability of an employer for injuries sustained by employees
- Limit per Occurrence:
 - Workers' Compensation - Statutory
 - Employers Liability - \$5,000,000 and Aggregate
- SIR: \$1,000,000
- Annual Premium: \$159,947 (**8.9% decrease** over last year [\$175,572])

Automobile Liability *

Kern Medical recommends renewing coverage for Automobile Liability with Philadelphia Indemnity Insurance Company to cover 11 vehicles, two RVs (used as mobile clinics) and three trailers (one cargo trailer and two security camera trailers) with specific coverages as expiring.

- Insurance Carrier: Philadelphia Indemnity Insurance Company
- A.M. Best Rating: A++ (Superior) XV
- Term: July 1, 2023 – July 1, 2024
- Coverage: This policy insures against losses from automobile accident-related injuries and property damage, including Owned, Non-Owned and Hired Automobiles
- Limit per Occurrence: \$1,000,000
- Deductible: \$1,000 for both comprehensive and collision (where coverage applies); \$5,000 for liability
- Annual Premium: \$21,789 (**5.4% increase** over last year [\$20,489] in total)

Heliport Liability *

Kern Medical recommends binding Heliport Liability coverage through National Union Fire Insurance.

- Insurance Carrier: National Union Fire Insurance Company of Pittsburgh, PA
- A.M. Best Rating: A (Excellent) XV

- Term: July 1, 2023 – July 1, 2024
- Coverage: This policy insures against losses for injury to a third party or their property arising from the operation and maintenance of the hospital's helipad (e.g., damage caused to a vehicle from debris). The policy also protects the hospital against losses associated with non-owned aircraft (e.g., patient transport by helicopter)
- Limit per Occurrence and Aggregate: \$10,000,000
- Deductible: \$0
- Annual Premium: \$7,918 (**13.8% increase** over last year [\$6,960] in total)

Directors and Officers Liability *

Kern Medical recommends renewing coverage for Directors and Officers Liability through Lloyd's of London (Beazley Syndicate).

- Insurance Carrier: Lloyd's Syndicate 2623/623 (Beazley)
- A.M. Best Rating: A (Excellent) XV
- Term: July 1, 2023 – July 1, 2024
- Coverage: This policy provides financial protection for managers against the consequences of actual or "wrongful acts" when acting within the scope of their managerial duties
- Limit Each Wrongful Act Claim and Aggregate: \$5,000,000
- SIR: \$200,000 / \$0 Non-Indemnifiable Claims
- Annual Premium: \$63,146 (**6.61% increase** over last year [\$59,230])

Employment Practices Liability *

Kern Medical recommends renewing Employment Practices Liability coverage through Lloyd's of London (Beazley Syndicate).

- Insurance Carrier: Lloyd's Syndicate 2623/623 (Beazley)
- A.M. Best Rating: A (Excellent) XV
- Term: July 1, 2023 – July 1, 2024
- Coverage: This policy insures against losses for wrongful acts, including wrongful termination, sexual harassment, discrimination, invasion of privacy, false imprisonment, breach of contract, and emotional distress
- Limit Each Wrongful Act Claim and Aggregate: \$5,000,000
- SIR: \$500,000; \$750,000 for High Wage Earner/Physician (>=/\$250K) & Mass/Class Action
- Annual Premium: \$94,719 (**6.61% increase** over last year [\$88,844])

Healthcare Regulatory Coverage *

Kern Medical recommends the purchase of regulatory coverage through Certain Underwriters at Lloyds of London

- Insurance Carrier: Certain Underwriters at Lloyds of London
- A.M. Best Rating: A [Excellent] XV)
- Term: July 1, 2023 – July 1, 2024

- Coverage: This policy insures against billing errors and omissions, including but not limited to Medicare/Medicaid audits, whistleblower (QuiTam) actions, commercial payer audit defense coverage, HIPAA investigations originating from Office for Civil Rights, and incidents arising from alleged EMTALA violations.
- Limit per Occurrence: \$5,000,000 (sublimit of \$2,500,000 for QuiTam actions)
- Deductible: \$250,000
- Annual Premium: \$90,969 (**13.46% increase** over last year [\$80,180])

Crime

Kern Medical recommends continued participation in the Crime insurance program offered by Public Risk Innovation, Solution, and Management (PRISM).

- Insurance Carrier: National Union Fire Insurance Company of Pittsburgh, PA (AIG), Berkley Insurance Company and Great American Insurance Company
- A.M. Best Rating: National Union (A [Excellent] XV); Berkley (A [Excellent] XV); Great American (A+ [Superior] XV)
- Term: June 30, 2023 – June 30, 2024
- Coverage: This policy insures against employee theft, robbery, forgery, extortion, and computer fraud
- Limit per Occurrence: \$20,000,000
- Deductible: \$25,000
- Annual Premium: \$18,306 (**8.29% increase** over last year [\$16,905])

Privacy and Security (Cyber) Liability

Kern Medical recommends continued participation in the Cyber Liability program offered by PRISM. Final program details are not expected to be available until after the Authority's June Board of Governors meeting.

- Insurance Carrier: Primary program layer and breach notification through Lloyd's Syndicate 2623/623 (Beazley) and excess program layers through Lloyd's of London Syndicate 1686 (AXIS), Liberty Surplus Insurance Corporation (Ironshore), Houston Casualty Company (Tokio Marine), Indian Harbor Insurance Company (AXA XL), Lloyd's of London Syndicate 1856 (Zurich Insurance Plc and IQUW), Safety Specialty Insurance Company (Safety National), and Munich Re Lloyd's Cyber Consortium 7729 (Much Re Syndicate 457, Nephila Syndicate, and Ren Re Syndicate)
- A.M. Best Rating: Lloyd's/Beazley (A [Excellent] XV); AXIS (A [Excellent] XV); Ironshore (A [Excellent] XV); Tokio Marine (A++ [Superior] XV); AXA XL (A+ [Superior] XV); Zurich (A+ [Superior] XV); IQUW (A [Excellent] XV); Safety National (A++ [Superior] XV); Much Re Lloyd's Cyber Consortium (A+ [Superior] XV)
- Term: July 1, 2023 – July 1, 2024
- Coverage: This policy insures against website media content liability (including cyber extortion, first party data protection and first party network business interruption) and privacy notification costs from data breaches in which patient and employee personal information, such as names, dates of birth, Social Security Numbers, credit card information, etc., is exposed and/or misappropriated

- Limit per Incident and Aggregate: \$16,000,000; \$750,000 for Business Interruption resulting from Security Breach, Cyber Extortion and Data Recovery Costs; 100,000 Notified Individuals for Breach Response
- SIR: \$100,000 and/or 100 Notified Individuals
- Annual Premium: \$519,686 (**20.72% increase** over last year [\$430,506]; PRISM's recommendation is to budget high, as premiums have not yet been finalized; this is confirmed to be a not-to-exceed number)

Premises Pollution Liability *

Kern Medical recommends renewing Premises Pollution Liability coverage through Ascot Specialty Insurance Company (Ascot).

- Insurance Carrier: Ascot Specialty Insurance Company
- A.M. Best Rating: A (Superior) XIV
- Term: July 1, 2023 – July 1, 2024
- Coverage: Coverage for first-party claims arising from a pollution condition from premises, including clean-up, emergency response and business interruption; coverage for third-party bodily injury and property damage; coverage for transport of hazardous materials and non-owned disposal sites
- Limit per Pollution or Indoor Environmental Condition and Aggregate: \$1,000,000
- Deductible: \$25,000; \$100,000 for mold
- Annual Premium: \$15,941 (**10.22% increase** over last year [\$14,463])

Underground Storage Tank Liability *

Kern Medical recommends renewing Underground Storage Tank Liability insurance through Great American Alliance Insurance Company for one underground storage tank containing 10,000 gallons of diesel fuel and the associated aboveground day tanks.

- Insurance Carrier: Great American Alliance Insurance Company
- A.M. Best Rating: A+ (Superior) XV
- Term: July 1, 2023 – July 1, 2024
- Coverage: Bodily Injury or Property Damage caused by a storage tank incident, including Corrective Action Costs and Legal Defense Expenses; meets requirements for Financial Responsibility
- Limit per Occurrence and Aggregate: \$1,000,000 / \$2,000,000
- Deductible: \$25,000
- Annual Premium: \$2,559 (**3.27% increase** over last year [\$2,478])

Employed Lawyers *

Kern Medical recommends renewing Employed Lawyers Professional Liability coverage through Federal Insurance Company (Chubb).

- Insurance Carrier: Federal Insurance Company (Chubb)
- A.M. Best Rating: A++ (Superior) XV

- Term: 7/1/2023 – 7/1/2024
- Coverage: This policy provides professional liability coverage for three (3) employed lawyers and support staff from claims arising from their professional legal services
- Limit per Occurrence/Aggregate: \$1,000,000
- SIR: \$0 Non-Indemnified Person; \$5,000 Organization; \$25,000 Regulatory Defense Costs
- Annual Premium: \$2,597 (**0% increase/decrease** over last year)

Fiduciary Liability *

Kern Medical recommends renewing Fiduciary Liability coverage through Hudson Insurance Company

- Insurance Carrier: Hudson Insurance Company
- A.M. Best Rating: A (Excellent) XV
- Term: 7/1/2023 – 7/1/2024
- Coverage: This policy provides coverage for the Defined Contribution Plan fiduciaries, as they can be held personally liable for losses to a benefit plan incurred because of their alleged errors or omissions or breach of their fiduciary duties
- Limit per Occurrence/Aggregate: \$3,000,000
- SIR: \$0 Non-Indemnifiable Losses of Covered Penalties; \$250,000 Class Action or Derivative Claim; \$50,000 All other Losses
- Annual Premium: \$8,879 (**2.02% increase** over last year [\$8,703])

Total Annual Premiums: \$1,818,839 (as recommended; **7.87% increase** over last year)

Premium Financing

Kern Medical recommends financing the premiums as follows:

1. **PRISM** will provide in-house financing of Crime and Privacy and Security (Cyber) coverages for an additional fee of up to \$11,169 with the cost of coverage and financing split between 12 equal payments; and
2. **BankDirect Capital Finance** will finance those coverages identified with an * symbol. Financing will be split between 12 equal, monthly payments (\$109,933), plus finance charges at a rate of 6.49% (up to \$38,338), for total payments not to exceed \$1,209,253, as set forth below:

Total Premium	\$1,280,847
1st Monthly/Down Payment	\$109,933
Amount financed	\$1,170,915
Finance charges (6.49%)	\$38,338
Total payments	\$1,209,253

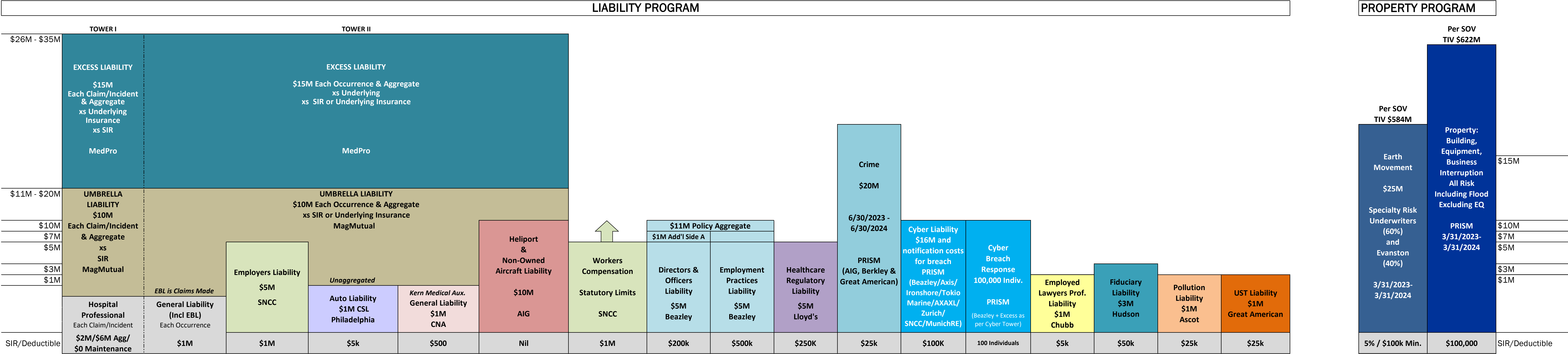
Financing through BankDirect Capital Finance requires the signing of a separate Commercial Insurance Premium Finance and Security Agreement.

Attached for your ease of reference is a Proposed Program Summary and a Summary of Changes Per Policy Year from July 1, 2019 to the present.

Therefore, it is recommended that your Board approve the renewal and binding of insurance coverages effective July 1, 2023, with the option to finance selected premiums through PRISM and BankDirect Capital Finance, in an amount not to exceed \$1,868,346, and authorize the Chief Executive Officer to sign the Commercial Insurance Premium Finance and Security Agreement with BankDirect Capital Finance.

Kern County Hospital Authority

Program Summary
7/1/2023 to 7/1/2024 - *PROPOSED*



Line of Coverage	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	% Change from 22/23 to 23/24
1 HPL/GL/UMB/Excess	\$ 692,447	\$ 726,649	\$ 754,108	\$ 778,979	\$ 812,383	4.29%
2 Auto	\$ 15,983	\$ 18,362	\$ 20,819	\$ 20,667	\$ 21,789	5.43%
3 Heliport	\$ 6,441	\$ 7,403	\$ 8,143	\$ 6,960	\$ 7,918	13.76%
4 Pollution	\$ 12,548	\$ 12,688	\$ 13,932	\$ 14,463	\$ 15,941	10.22%
5 UST	\$ 841	\$ 1,375	\$ 2,453	\$ 2,478	\$ 2,559	3.27%
6 D&O	\$ 29,408	\$ 39,197	\$ 46,405	\$ 59,230	\$ 63,146	6.61%
7 EPL	\$ 63,886	\$ 74,219	\$ 88,109	\$ 88,844	\$ 94,719	6.61%
8 EWC	\$ 126,533	\$ 132,988	\$ 162,138	\$ 175,572	\$ 159,947	-8.90%
9 Crime	\$ 13,203	\$ 15,690	\$ 15,629	\$ 16,905	\$ 18,306	8.29%
10 Cyber/Excess/CEO	\$ 19,993	\$ 31,190	\$ 164,425	\$ 430,506	\$ 519,686	20.72%
11 Employed Lawyers	\$ 1,764	\$ 2,594	\$ 2,597	\$ 2,597	\$ 2,597	0.00%
12 Fiduciary Liability	\$ 6,518	\$ 6,518	\$ 7,921	\$ 8,703	\$ 8,879	2.02%
13 Regulatory Liability				\$ 80,180	\$ 90,969	13.46%
Total	\$ 989,565	\$ 1,068,873	\$ 1,286,679	\$ 1,686,084	\$ 1,818,839	Total % Change 7.87%

Summary of Significant Changes Per Policy Year

- 1 **HPL/GL/UMB/Excess** For **FY 19/20**, coverages and SIR's remained the same for both HPL and GL
For **FY 20/21**, coverages and SIR's remained essentially the same for both HPL and GL with the exception that an aggregate (per policy term) SIR of \$6M was included.
For **FY 21/22**, KCHA's longtime incumbent carrier exited the CA hospital market and coverage was placed with a new carrier and substantially the same terms and limits.
For **FY 22/23**, coverages and retentions remained essentially the same.
For **FY 23/24**, coverages and retentions remain essentially the same.
-
- 2 **Auto** For **FY 19/20**, coverages and deductibles remained the same with the exception that a liability deductible of \$5k per claim was added and discovered after policy renewal.
For **FY 20/21**, coverages and deductibles remained essentially the same.
For **FY 21/22**, coverages and deductibles remained essentially the same; however, two (2) mobile vaccination units were added mid-term of FY 20/21 and continuing.
For **FY 22/23**, coverages and deductibles remained essentially the same. Mid-term addition of trailer-mounted cameras resulted in a minor increase in premium.
For **FY 23/24**, coverages and deductibles remain essentially the same.
-
- 3 **Heliport** No changes had been made to this coverage since **FY 16/17**.
For **FY 22/23**, the incumbent carrier increased premiums again and an alternate carrier offered greater coverage (\$10M incidental MedMal and Products/Completed operations) with all other limits and retentions staying the same but at a lesser cost.
For **FY 23/24**, coverages and deductibles remain essentially the same.
-
- 4 **Pollution** For **FY 19/20**, incumbent offered renewal terms with unfavorable coverage limitations and exclusions resulting in an action to place coverage with a competing carrier offering coverage and pricing similar to expiring.
For **FY 20/21**, coverages and deductibles remained essentially the same.
For **FY 21/22**, incumbent carrier offered renewal terms but at a 55% increase; secured alternative with a smaller increase and similar terms and conditions but with a \$100k

mold deductible.

For **FY 22/23**, terms reflect coverage is excess to other collectible insurance. Emergency and crisis management costs were no longer excluded for construction activities.

For **FY 23/24**, coverages and deductibles remain essentially the same.

5 UST

For **FY 19/20**, an audit of storage tanks revealed an additional two not previously disclosed to the carrier and needed to be added.

For **FY 20/21**, the addition of a temporary above-ground storage tank resulted in a premium increase.

For **FY 21/22**, the prior policy was cancelled/rewritten to align with other policy periods.

For **FY 22/23**, coverages and deductibles remained essentially the same.

For **FY 23/24**, coverages and deductibles remain essentially the same.

6 D&O

For **FY 19/20**, the incumbent carrier offered unfavorable renewal terms resulting in a change of carrier including coverage and terms.

For **FY 20/21**, coverages and deductibles remained essentially the same; however, an increase in claim frequency resulted in an unfavorable premium increase.

For **FY 21/22**, continued claims frequency and market conditions resulted in an unfavorable increase in both premiums and terms. Specifically, the primary retention increased from \$100k to \$200k, the anti-trust retention increased from \$250k to \$350k

For **FY 22/23**, anti-trust retention increased from \$350k to \$500k and co-insurance for anti-trust increased from 0% to 10% as a result of unfavorable market conditions.

For **FY 23/24**, sublimit for immigration practices increased from \$50k to \$100k. No other substantial changes.

7 EPL

For **FY 19/20**, the incumbent carrier offered unfavorable renewal terms resulting in a change of carrier including coverage and terms.

For **FY 20/21**, coverages and deductibles remain essentially the same; however, an increase in claim frequency resulted in an unfavorable increase in premium.

For **FY 21/22**, continued claims frequency and market conditions resulted in both an unfavorable increase in premiums and terms. Specifically, a higher retention of \$750k (vs. \$500k) for high wage earners (>\$150K) and a retention of \$750k (vs. \$500k) now applies to any mass/class action. Additionally, KCHA must consult with carrier's counsel before a layoff of 100 or more individuals within a 60 day period.

For **FY 22/23**, coverages and deductibles remained essentially the same.

For **FY 23/24**, the threshold trigger for the \$750k retention for high wage earners increased from \$150k annual earnings to \$250k. Provider selection retention increased from \$500k to \$750k to match Physician High Wage retention. Endorsement regarding layoffs added in FY 21/22 has been eliminated. No other substantial changes.

8 EWC

For **FY 19/20**, coverages and SIR remained the same with the incumbent carrier.

For **FY 20/21**, coverages and SIR remained essentially the same.

For **FY 21/22**, a modest base rate increase of 4% occurred; however, the majority of the premium increase was a direct result of the additional payroll added by the transfer of many Cantu employees to KCHA.

For **FY 22/23**, coverages and SIR remained essentially the same. Payroll continues to increase and so the premium commensurates with any increases in payroll.

For **FY 23/24**, coverages and SIR remain essentially the same. Claim frequency and severity remain low and existing claims are noted to be favorably managed resulting in a negotiated

net premium decrease despite a continued increase in payroll.

9 Crime

No significant changes have been made to this coverage since **FY 16/17**.

For **FY 22/23**, PRISM added an exclusion for losses resulting directly from a cyberextortion event.

For **FY 23/24**, coverage increased from \$15M to \$20M for all participating program members.

10 Cyber/Excess/CEO

For **FY 19/20**, higher limits and multiple broadening of coverages occurred

For **FY 20/21**, overall limits increased with additional excess layers of coverage

resulting in a premium increase also due to the presentation of a claim in FY 19/20

For **FY 21/22**, a significant premium increase occurred as a result of both KCHA's cyber claim as well as the claims of other program members, market conditions, and claims within the public sector. Additionally, while total limits remained the same, many changes to sublimits became applicable including \$750k for cyber extortion, business interruption for security breach, and data recovery costs. Bricking sublimit increased from \$75k to \$100k. Primary retention increased from \$50k to \$100k. Extensive efforts were made to find a comparable program with more competitive pricing; however, both claims activity and market hardening provided no viable options.

For **FY 22/23**, cyber market remained extremely hard; however, coverages were placed timely. Extensive marketing of the Cyber Risk revealed placement in the PRISM program provided the greatest amount of coverage and the best pricing with no viable alternative.

For **FY 23/24**, total coverage increased to \$16 million per member with additional layers of coverage added to the program structure to meet the new limit. Amount reflected above is a not-to-exceed number. Current market conditions and capacity severely restricts, if not eliminates, KCHA's ability to obtain standalone coverage with similar coverages, limits and terms.

11 Employed Lawyers

No changes had been made to this coverage since **FY 16/17**.

For **FY 20/21**, the addition of an employed lawyer resulted in a modest increase in premium.

For **FY 21/22**, there were no significant changes in terms or coverages with the exception of an increase in retention from \$5k to \$25k for regulatory defense costs.

For **FY 22/23**, coverages and deductibles remained essentially the same.

For **FY 23/24**, coverages and deductibles remain essentially the same.

12 Fiduciary Liability

For **FY 18/19**, added 401(A) Plan though there was no charge until next term.

For **FY 19/20**, Post Employment Health Plan added which increased premium along with 401(A) by \$500.

For **FY 20/21**, coverages and deductibles remained essentially the same.

For **FY 21/22**, carrier instituted a new sublimit of \$3M for class action and derivative claims and a new separate retention of \$250k for class action or derivative claims.

For **FY 22/23**, coverages and deductibles remained essentially the same.

For **FY 23/24**, coverages and deductibles remain essentially the same.

13 Regulatory Liability

For **FY 22/23**, coverage was recommended as a new placement with no prior stand-alone coverage in existence.

For **FY 23/24**, coverages and deductibles remain essentially the same.

Beginning FY 20/21, property, including earthquake, is not illustrated within this matrix as coverage for

these policies require renewal in March of each respective year. Effective March 2020 and continuing annually, the Board was presented with specifics and recommendations for these coverages separately.

PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE

660 Newport Center Drive, Suite 1050 Newport Beach, California 92660
Phone 877-226-5456 www.bankdirectcapital.com

Quote Number
2496197.1

Agent/Broker/Producer (Name and Address)
Alliant Insurance Services, Inc. - Bay Area
560 Mission Street, 6th Floor
San Francisco, CA 94105

Telephone Number: 925-287-7263 Agency Code: ALLIANT-W07

Insured (Name and Address as shown on the policy(ies) including all insureds covered by the policies below)
Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, CA 93306

Telephone Number: 661-326-2000

Creditor: AFCO Acceptance Corporation				Federal Truth In Lending Disclosures	
(A) Total Premiums	(B) Down Payment	(C) Amount Financed (The amount of credit provided to you or on your behalf)	(D) FINANCE CHARGE (The dollar amount the credit will cost you)	(E) Total of Payments (The amount you will have paid after you have made all payments as scheduled)	(F) ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)
\$1,280,846.80	\$109,932.04	\$1,170,914.76	* \$38,337.79	\$1,209,252.55	6.49%
Your PAYMENT SCHEDULE will be: Monthly			*Includes a minimum finance charge of \$25.00		If the borrower under this Agreement is a consumer, you will receive an Itemization of the Amount Financed.
No. of Payments		Amount of Payments	When Payments are Due		
11		\$109,932.05	On the 1st day of the month, beginning 8/1/2023		
Security: You are giving a security interest in any and all unearned or return premium(s) and dividends which may become due under the policy(ies) being purchased.					
Late Charge: You will be charged 5% of the payment, subject to a minimum charge of \$1.00 on any payment received more than 10 days after the due date.					
Prepayment: If you voluntarily prepay in full prior to the last installment due date you will not be charged a prepayment fee and you may be entitled to a refund of part of the finance charge in the manner provided by Section 18637 of the Financial Code.					
See Above and on the last page of this document for any additional information about non-payment default, any repayment in full before the scheduled date, and prepayment refunds and penalties.					

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 25% AddCxlDays= 10	7/1/2023	Professional Security Insurance Co PO Box 52979 Atlanta, GA 30355	PACKAGE	12	\$643,376.00
	Insured acknowledges that upon satisfactory completion of this Agreement the undersigned Agent will receive from AFCO \$0.00 for the origination and administration of this Agreement.		Ref. Tax/Fee:		\$20,459.36
			Non-Ref. Tax/Fee:		\$1,000.00

In consideration of the payment(s) to be made by AFCO ACCEPTANCE CORPORATION ("AFCO") to the above insurance company(ies) ("Insurer(s)"), either directly or through your or their agents, representatives, or producer, the above-named insured ("Insured") (jointly and severally if more than one):

- PROMISE OF PAYMENT:** Promises to pay to the order of AFCO at the above address or any address AFCO may designate, the Total of Payments in accordance with the Payment Schedule set forth in the above Truth-in-Lending Disclosures as well as any other sums due pursuant to this Agreement. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. AFCO may, at its option, pay loan proceeds to any agent, broker, general agent, managing general agent or insurer set forth herein. Payments to AFCO are deemed made only upon receipt in good funds. Checks are accepted, subject to collection.
- SECURITY INTEREST AND POWER OF ATTORNEY:** Irrevocably appoints AFCO as Attorney-In-Fact with full authority to affect cancellation of the policies covered hereby or any substitution, rewrite or renewal thereof in accordance with the provisions herein, to receive all sums assigned to AFCO or in which it has granted AFCO a security interest. AFCO may execute and deliver on behalf of the Insured all documents, forms and notices relating to the policies covered hereby in furtherance of this Agreement. The Power of Attorney is coupled with an interest and the powers given herein may be exercised by the Attorney-In-Fact, or its successors and assigns.
- RECEIPT OF AGREEMENT AND PRIVACY NOTICE:** Acknowledges that it has received a copy of all pages of this Agreement and if the borrower is a consumer, the Insured acknowledges that he has received a copy of AFCO's Privacy Statement.

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

INSURED AGREES TO THE TERMS SET FORTH ABOVE AND ON ALL PAGES OF THIS AGREEMENT

_____ Scott Thygersson INSURED'S NAME	_____ SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	_____ Chief Executive Officer TITLE	_____ DATE
_____ INSURED'S NAME	_____ SIGNATURE OF THE INSURED OR AUTHORIZED REPRESENTATIVE	_____ TITLE	_____ DATE

AGENT/BROKER/PRODUCER WARRANTIES AND REPRESENTATIONS

The undersigned warrants and agrees: 1. The policies listed in the Schedule of Policies are in full force and effect, and the information and the premiums are correct. 2. The Insured has received a copy of this Agreement, has authorized this transaction and recognizes the security interest assigned herein. 3. To hold in trust for AFCO any payments made or credited to the Insured through or to the undersigned, directly or indirectly, actually or constructively by the insurance companies, their representatives or AFCO and to pay the monies as well as any unearned commissions to AFCO upon demand to satisfy the outstanding indebtedness of the Insured. 4. Any lien the undersigned has or may acquire in the return premiums arising out of the listed insurance policies is subordinate to AFCO's lien or security interest therein. 5. The policies comply with AFCO's eligibility requirements. 6. No audit or reporting form policies, policies subject to retrospective rating or minimum earned premium are included. 7. The deposit or provision premiums are not less than anticipated premiums to be earned for the full term of the policies. 8. The policies can be cancelled by the Insured and the unearned premiums will be computed on the standard short-rate or pro-rata table. 9. A proceeding in bankruptcy, receivership, or insolvency has not been instituted by or against the named Insured borrower. 10. That it has received the down payment and any other sums due as required by the Agreement and is holding same or they are attached to this Agreement. 11. No additional authority, acts, approvals or licenses are or will be necessary as a prerequisite to the enforceability of this Agreement. 12. AFCO will rely upon these representations in determining whether to accept this Agreement.

THE UNDERSIGNED FURTHER WARRANTS THAT IT HAS RECEIVED THE DOWN PAYMENT AND ANY OTHER SUMS DUE AS REQUIRED BY THE AGREEMENT AND IS HOLDING SAME OR THEY ARE ATTACHED TO THIS AGREEMENT

_____ AGENT OR BROKER	_____ SIGNATURE OF AGENT OR BROKER	_____ TITLE	_____ DATE
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FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL INSTITUTIONS, STATE OF CALIFORNIA

(4) **ASSIGNMENT OF SECURITY INTEREST AND POWER OF ATTORNEY:** The Insured assigns and hereby gives a security interest to AFCO as collateral for the total amount payable in this Agreement and any other past, present or future extension of credit: (a) any and all unearned premiums or dividends which may become payable for any reason under all insurance policies financed by AFCO, (b) loss payments which reduce the unearned premiums, subject to any mortgagee or loss payee interests and (c) any interest in any state guarantee fund relating to any financed policy. If any circumstances exist in which all premiums related to any policy could become fully earned in the event of any loss, AFCO shall be named a loss-payee with respect to such policy. AFCO at its option may enforce payment of this debt without recourse to the security given to AFCO. The Insured irrevocably appoints AFCO as its attorney in fact with full authority to (i) cancel all insurance financed by AFCO for the reason set forth in paragraph 13, whether pursuant to this or any other agreement, (ii) receive all sums hereby assigned to AFCO and (iii) execute and deliver on the Insured's behalf all documents, instruments of payment, forms and notices of any kind relating to the insurance in furtherance of this Agreement.

(5) **WARRANTY OF ACCURACY:** The Insured (i) warrants that all listed insurance policies have been issued to it and are in full force and effect and that it has not and will not assign any interest in the policies except for the interest of mortgagees and loss payees; (ii) authorizes AFCO to insert or correct on this Agreement, if omitted or incorrect, the insurer's name, the policy numbers, and the due date of the first installment and to correct any obvious errors; and (iii) authorizes AFCO to correct or remedy any error or omission in the completion of this Agreement. In the event of any such change, correction or insertion, or of any change in Blocks (A) thru (F), or in the Federal Truth-In-Lending Disclosures or in the Itemization of the Amount Financed Disclosures the Insured will be notified at the address shown hereon.

(6) **REPRESENTATION OF SOLVENCY:** The Insured represents that it is not insolvent or the subject of any insolvency proceeding.

(7) **ADDITIONAL PREMIUMS:** The money paid by AFCO is only for the premium as determined at the time the insurance policy is issued. AFCO's payment shall not be applied by the insurance company to pay for any additional premiums owed by the Insured resulting from any type of misclassification of the risk. The Insured shall pay to the insurer any additional premiums or any other sums that become due for any reason. The Insured agrees that, in the event the total premiums are greater than that shown hereon, or if the Insured requests additional premiums be added or additional premiums financed, this Agreement may be amended to reflect the actual premiums and the Insured will either (i) pay the difference in premium due or (ii) pay any required additional down payment and any additional finance charge permitted by law. In such event AFCO will forward the Insured a revision notice showing all information required by law. If AFCO assigns the same account number to any additional extension or extensions of credit, (i) this Agreement and any agreement or agreements identified by such account number shall be deemed to comprise a single and indivisible loan transaction, (ii) any default with respect to any component of such transaction shall be deemed a default with respect to all components of such transaction and (iii) any unearned premiums relating to any component of such transaction may be collected and applied by AFCO to the totality of such transaction.

(8) **SPECIAL INSURANCE POLICIES:** If the insurance policy is auditable or is a reporting form policy or is subject to retrospective rating, then the Insured promises to pay to the insurance company the earned premium computed in accordance with the policy provisions which is in excess of the amount of premium advanced by AFCO which the insurance company retains.

(9) **FIRST NAMED INSURED:** If the insurance policy provides that the first named insured in the policy shall be responsible for payment of premiums and shall act on behalf of all other insureds regarding the policy, then the same shall apply to this Agreement and the Insured represents that it is authorized to sign on behalf of all insureds. If not, then all insureds' names must be shown on this Agreement unless a separate agreement appoints an insured to act for the others.

(10) **FINANCE CHARGE:** The finance charge shown in Block D begins to accrue as of the earliest policy effective date and that the rate of charge for a loan not exceeding \$2,499.99 shall not exceed: (a) 2% per month on the part of the unpaid principal balance not exceeding \$1000; 1% per month of any remainder of such unpaid balance in excess of \$1000; or (b) 1.6% per month of the unpaid principal balance. All other rates of charge shall be agreed upon by the parties to the contract.

(11) **AGREEMENT BECOMES A CONTRACT:** This Agreement becomes a binding contract when AFCO mails the Insured its written acceptance and is not a contract until such time. The Insured agrees that (i) this Agreement may be transmitted by facsimile, E-mail or other electronic means to AFCO, (ii) any such transmitted Agreement shall be deemed a fully enforceable duplicate original document and (iii) such Agreement, when accepted by AFCO, shall constitute a valid and enforceable contract.

(12) **DEFAULT AND DISHONORED CHECK CHARGES:** If the Insured is late in making a loan payment to AFCO by more than the number of days specified by law the Insured will pay to AFCO a delinquency charge equal to the maximum charge permitted by law. If a check is dishonored, AFCO may re-present the check electronically and collect a service fee not to exceed the lesser of \$25 or the amount permitted by law.

(13) **CANCELLATION:** AFCO may cancel all insurance policies financed by AFCO after giving statutory notice and the full balance due to AFCO shall be immediately payable if the Insured does not pay any installment according to the terms of this or any other Agreement with AFCO. Payment of unearned premiums shall not be deemed to be payment of installments to AFCO, in full or in part.

(14) **CANCELLATION CHARGES:** If AFCO cancels any insurance policy in accordance with the terms of this Agreement the Insured will pay AFCO a cancellation charge, if permitted, up to the limit specified by law.

(15) **MONEY RECEIVED AFTER NOTICE OF CANCELLATION:** Any payments made to AFCO after mailing of AFCO's Notice of Cancellation may be credited to the Insured's account without affecting the acceleration of this Agreement and without any liability or obligation to request reinstatement of a canceled policy. In the event that AFCO requests, on the Insured's behalf, reinstatement of the policy, such request does not guarantee that coverage will be reinstated. Any money AFCO receives from an insurance company shall be credited to the amount due AFCO with any surplus paid over to whomever it is entitled. No refund of less than \$1.00 shall be made. In case of a deficiency, the Insured shall remain liable and pay the same with interest as set forth above.

(16) **ATTORNEY FEES - COLLECTION EXPENSE:** If, for collection, this Agreement is referred to an attorney and/or other party who is not a salaried employee of AFCO, the Insured agrees to pay any reasonable attorney fees and costs as well as other reasonable collection expenses, as permitted by law or granted by the court.

(17) **PREPAYMENT AND REFUND CREDITS:** The Insured may voluntarily prepay the full amount due and may be entitled to receive a partial refund of the FINANCE CHARGE in accordance with Section 18629 of the Financial Code. If payment in full is made during the first three months and 15 days after the earliest policy effective date as shown on the front of the contract, AFCO will compute a finance charge by multiplying the agreed rate of charge as stated at the end of this Agreement by the unpaid principal balances for the number of days from the earliest policy effective date to the date of prepayment in full. AFCO will apply each payment made by the Insured, first to finance charge and then to principal. PR will then subtract this actual finance charge from the finance charge shown in Box D of the contract to obtain the refund credit. If prepayment in full is made more than three months and 15 days after the earliest policy effective date, the refund credit will be computed by the Rule of 78s method. If payment of the unpaid balance is accelerated for any reason, AFCO will make the same refund or credit as would be required if the loan was paid in full on the date of acceleration. The unpaid balance remaining after subtracting the refund or credit will be treated as the unpaid balance and thereafter the unpaid balance of the loan shall bear charges at the agreed rate of charge of the end of this Agreement, until PR is actually paid in full, notwithstanding any cancellation of coverage. If AFCO issues a Notice of Cancellation, AFCO may recalculate the total finance charge payable pursuant to this Agreement, and the Insured agrees to pay interest on the Amount Financed set forth herein, from the first effective date of coverage, at the highest lawful rate of interest.

(18) **INSURANCE AGENT OR BROKER:** The insurance agent or broker named in this Agreement is the Insured's agent, not AFCO's and AFCO is not legally bound by anything the agent or broker represents to the Insured orally or in writing. AFCO has not participated in the choice, placement, acquisition or underwriting of any financed insurance. Any disclosures made by the agent are made in its capacity as the Insured's agent and AFCO makes no representations with respect to the accuracy of any such disclosures.

(19) **NOT A CONDITION OF OBTAINING INSURANCE:** This Agreement is not required as a condition of obtaining insurance coverage.

(20) **SUCCESSORS AND ASSIGNS:** All legal rights given to AFCO shall benefit AFCO's successors and assigns. The Insured will not assign this Agreement and/or the policies without AFCO's written consent except for the interest of mortgagees and loss payees.

(21) **LIMITATION OF LIABILITY - CLAIMS AGAINST AFCO:** The Insured hereby irrevocably waives and releases AFCO from any claims, lawsuits and causes of action which may be related to any prior loans and/or to any act or failure to act prior to the time that this Agreement becomes a binding contract, pursuant to paragraph 11. AFCO's liability for breach of any of the terms of this Agreement or the wrongful exercise of any of its powers shall be limited to the amount of the principal balance outstanding, except in the event of gross negligence or willful misconduct. Any claims against AFCO shall be litigated exclusively in the Supreme Court of the State of New York, County of New York.

(22) **DISCLOSURE:** The insurance company or companies and their agents, any intermediaries and the insurance agent or broker named in this Agreement and their successors are authorized and directed to provide AFCO with full and complete information regarding all financed insurance policy or policies, including, without limitation, the status and calculation of unearned premiums.

(23) **ENTIRE DOCUMENT - GOVERNING LAW - ENFORCEMENT VENUE:** This document is the entire agreement between AFCO and the Insured and can only be changed in a writing signed by both parties except as stated in paragraph (5). The laws of the state indicated in the Insured's address as set forth herein will govern this Agreement. AFCO may, at its option, prosecute any action to enforce its rights hereunder in the Supreme Court of the State of New York, County of New York, and the Insured (i) waives any objection to such venue and (ii) will honor any order issued by or judgment entered in such Court.

(24) **WAIVER OF SOVEREIGN IMMUNITY:** The Insured hereby certifies that it is empowered to enter into this Agreement without any restrictions and that the individual signing it has been fully empowered to do so. To the extent that the Insured either possesses or claims sovereign immunity for any reason, such sovereign immunity is expressly waived and the Insured agrees to be subject to the jurisdiction of the laws and courts set forth in the preceding paragraphs.

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE

SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
TBD Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	National Fire & Marine Insurance Co 1314 Douglas St Ste 1400 Omaha, NE 68102	EXCESS LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$143,000.00 \$4,547.40 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Philadelphia Indemnity Insurance Company One Bala Plaza Ste 100 Bala Cynwyd, PA 19004	AUTO LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$21,757.00 \$31.68 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Safety National Casualty Corp 1832 Schuetz Rd St. Louis, MO 63146	WORKERS COMP - GUARANTEED COST Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$159,947.00 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	National Union Fire Ins Co of Pittsburgh PA 1271 Ave of the Americas, FL 37 New York, NY 10020	HELIPAD LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$7,918.00 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Underwriters Lloyds London (IL) AmWINS Insurance Brokerage of California 444 S Flower St Ste 4500 Los Angeles, CA 90017	DIRECTORS & OFFICERS Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$153,000.00 \$4,865.40 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Federal Insurance Company 3 Mountain View Rd Warren, NJ 07059	LAWYER PROF LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$2,597.00 \$0.00 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Hudson Insurance Company AmWINS Insurance Brokerage of California 444 S Flower St Ste 4500 Los Angeles, CA 90017	FIDUCIARY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$8,879.00 \$0.00 \$0.00
Audit= N Min Ernd= 25% AddCxlDays= 10	7/1/2023	Ascot Specialty Insurance Company 55 W 46th St 26th FL New York, NY 10036	POLLUTION Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$15,450.00 \$491.31 \$0.00
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Great American Insurance Company United Commercial Program Managers (UCPM) 3345 S Val Vista Dr Ste 300 Gilbert, AZ 85297	UNDERGROUND STORAGE TANK Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$2,384.00 \$0.00 \$175.00

ADDENDUM TO PREMIUM FINANCE AGREEMENT – PROMISSORY NOTE


SCHEDULE OF POLICIES

Policy Prefix and Numbers	Effective Date of Policy/Inst.	Name of Insurance Company and Address of General or policy Issuing Agent or Intermediary	Type of Coverage	Months Covered	Premium \$
Audit= N Min Ernd= 0% AddCxlDays= 10	7/1/2023	Underwriters Lloyds London (IL) 150 North Field Drive Lake Forest, IL 60045	LIABILITY Ref. Tax/Fee: Non-Ref. Tax/Fee:	12	\$88,165.00 \$2,803.65 \$0.00
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		
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Audit= Min Ernd= AddCxlDays=			Ref. Tax/Fee: Non-Ref. Tax/Fee:		

Recurring ACH Debit Authorization Form

Please complete this fillable digital form to have your payments automatically debited from your account listed below. Email the completed form to your Agent/Broker with your signed PFA. Or email directly to BankDirect Capital Finance ("BDCF") at payments@bankdirectcapital.com. If you need to print this form, please fax to 877.226.5297.

Name: Kern County Hospital Authority
Address: 1700 Mount Vernon Ave Bakersfield, CA 93306
Phone: 661-326-2000
BDCF Quote or Account # 2496197.1

Account Holder Name:	<u></u>	
Bank Name:	<u></u>	
Account Type:	Checking <input type="checkbox"/> Savings <input type="checkbox"/>	
Routing Number:	<u></u>	
Account Number:	<u></u>	
Account Holder Email Address:	<u></u>	

PLEASE ATTACH A VOIDED CHECK FOR ACCOUNT VERIFICATION & CONFIRMATION PURPOSES. It is agreed that you hereby authorize BankDirect to initiate an automatic debit to the financial account indicated (and authorize said financial institution to honor such debit) for any and all installments due under the BankDirect quote or account number listed above. It is further agreed that any additional fees, including but not limited to, late fees, non-sufficient funds fees and cancellations fee, will also be charged and debited from the indicated account should they accrue during the term of the loan. The debited installment amount is subject to change in the event of the financing of an additional premium or the crediting of an endorsement refund to the original PFA which has been processed to your existing account. You further understand, agree and affirm that: (1) the information you have provided above is correct and accurate; (2) you are authorized to enter into this agreement and are the signer on the above account; (3) funds will be available to cover the amount of the existing obligation on the payment due date or the business day prior to the due date should the due date fall on a weekend or holiday; (4) this authorization will remain in full force and effect until either (a) you request termination of this agreement by providing BankDirect written notice of the desire to terminate automatic ACH debit fifteen (15) days prior to desired termination date at the address or email below and/or (b) you receive written notification from BankDirect of termination resulting from the rejection of an ACH debit due to NSF or a closed account. BankDirect reserves the right to remove this ACH Debit Authorization at its sole discretion should an ACH debit be returned as unpaid for any reason, but BankDirect reserves its right to reestablish future ACH debits based on this authorization unless this authorization has been terminated as outlined above; (5) You may authorize changes to the bank account to be debited, authorize the extension of this document to additional BankDirect accounts or quotes, and authorize its use to ACH debit for the Down Payment on the indicated quote or account or any subsequent authorized quote or account, provided that authorization is granted in writing (an email request is deemed an acceptable notification in writing). You are authorizing BankDirect to act upon such request, without the necessity of an additional ACH Debit Authorization form; (6) Please check below if you wish for BankDirect to initiate an ACH Debit for the Down Payment on your quote/account. Do not provide this authorization if you have or intend to send the Down Payment directly to your authorized Insurance Agent. You hereby grant to your authorized Insurance Agent a limited attorney-in-fact to authorize BankDirect to initiate an ACH Debit for your Down Payment, either through use of the check box below or with their written instruction to BankDirect (an email request from your Insurance Agent to BankDirect is deemed an acceptable notification in writing).

* ☐ **INCLUDE DOWN PAYMENT.** By checking this box, you authorize BankDirect to initiate an ACH debit for your down payment and you are *
* confirming you have not issued, nor do you intend to issue, the down payment directly to your authorized Insurance Agent. *

Authorized & Agreed to by:

BY: _____
Authorized Signatory of Account Holder Printed Name & Title Date

150 North Field Drive, Suite 190, Lake Forest, IL. 60045
P: 877.226.5456 F: 877-226-5297
payments@bankdirectcapital.com



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

June 21, 2023

Subject: Proposed Amendment No. 2 to Agreement 23917 for Professional Services with Foundation for Medical Care of Kern County

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board to approve the proposed Amendment No. 2 to the Agreement for Professional Services with the Foundation for Medical Care of Kern County, an independent contractor, for continued access to its network of providers for Kern Medical's self-insured workers' compensation program.

Foundation for Medical Care of Kern County has provided Kern Medical with a network of providers for its workers' compensation program since 2017. Foundation professionally administers a compliant network of primary, specialty and ancillary medical providers to evaluate and treat industrial injuries. Foundation independently credentials these providers on behalf of Kern Medical to ensure quality and other regulatory requirements. Additionally, Foundation coordinates monthly gatekeeper meetings between primary providers, Kern Medical and its third-party claims administrator to resolve outstanding issues, improve efficiency and reduce barriers toward claim resolution.

The proposed will extend the Agreement for an additional three years from July 1, 2023 through June 30, 2026, and increase the maximum payable by \$50,000, from \$100,000 to \$150,000, to cover the extended term.

Therefore, it is recommended that your Board approve the proposed Amendment No. 2 to Agreement for Professional Services with Foundation for Medical Care of Kern County, extending the term for three years from July 1, 2023 through June 30, 2026, and increasing the maximum payable by \$50,000, from \$100,000 to \$150,000, to cover the extended term, and authorize the Chairman to sign.

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR
(Kern County Hospital Authority – Foundation for Medical Care of Kern County)**

This Amendment No. 2 to the Agreement for Professional Services is made and entered into this _____ day of _____, 2023, between Kern County Hospital Authority (“Authority”), a local unit of government, which owns and operates Kern Medical Center (“KMC”), and Foundation for Medical Care of Kern County, a California nonprofit mutual benefit corporation, doing business as Foundation for Medical Care of Kern and Santa Barbara Counties (“Contractor”), with its principal place of business located at 5701 Truxtun Avenue, Suite 100, Bakersfield, California 93309. Authority and Contractor are sometimes referred to herein, individually, as a “Party” and collectively, as the “Parties.”

RECITALS

(a) Authority and Contractor have heretofore entered into an Agreement for Professional Services (Agt. #23917) (the “Agreement”), for the period July 1, 2017 through June 30, 2023, whereby Contractor provides services related to Authority’s workers’ compensation program; and

(b) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and

(c) The Agreement is amended effective July 1, 2023;

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

1. Section 1, Term, shall be deleted in its entirety and replaced with the following:

“1. Term. The term of this Agreement shall be for a period of nine (9) years, commencing as of July 1, 2017 (the “Commencement Date”), and shall end June 30, 2026 (the “Term”), unless earlier terminated pursuant to other provisions of this Agreement as herein stated. This Agreement may be renewed for additional terms, but only upon mutual written agreement of the Parties.”

2. Section 4, Payment for Services, paragraph 4.3, Maximum Payable, shall be deleted in its entirety and replaced with the following:

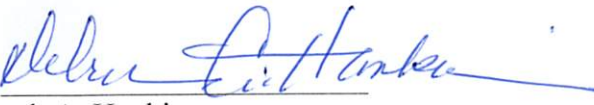
“4.3 Maximum Payable. The maximum payable under this Agreement shall not exceed \$150,000 over the nine (9) year Term of this Agreement.”

3. Amendment No. 1 to Exhibit “B,” Fee Schedule (Commencing July 1, 2020), shall be deleted in its entirety and replaced with Amendment No. 2 to Exhibit “B,” Fee Schedule (Commencing July 1, 2023), attached hereto and incorporated herein by this reference.
4. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
5. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
7. Except as provided herein, all other terms, conditions and covenants of the Agreement shall remain in full force and effect.

[Signatures follow on next page]

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

FOUNDATION FOR MEDICAL CARE
OF KERN COUNTY DBA FOUNDATION
FOR MEDICAL CARE OF KERN AND
SANTA BARBARA COUNTIES

By 
Deborah A. Hankins
Chief Executive Officer

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____
Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

Amend2.Foundation for Medical Care.05.01.23

**AMENDMENT NO. 2
TO
EXHIBIT "B" Fee Schedule
Foundation for Medical Care of Kern County
(Commencing July 1, 2023)**

Payment for Services

As consideration for the services provided by Contractor hereunder, Authority shall pay Contractor in accordance with the fee schedule set forth below, commencing July 1, 2023, as follows:

Service Type	Fee Effective July 1, 2023	Fee Type
<ul style="list-style-type: none"> · Access to MPN · Network Development · MPN Management 	\$0.65	Per Employee Per Month (PEPM)

Service Type	Fee Effective July 1, 2024	Fee Type
<ul style="list-style-type: none"> · Access to MPN · Network Development · MPN Management 	\$0.70	Per Employee Per Month (PEPM)

Service Type	Fee Effective July 1, 2025	Fee Type
<ul style="list-style-type: none"> · Access to MPN · Network Development · MPN Management 	\$0.70	Per Employee Per Month (PEPM)

Payment shall be made in accordance with paragraph 4.3 of the Agreement. All services are payable in arrears.

Authority shall annually provide an estimated number of employees as established for each fiscal year commencing July 1, 2023, and each July 1 thereafter.

Direct Pass-through Services:

- MPN filing document translation / preparation
- Mailings
- Toll free number specific to Authority for medical access assistant (SB 863 requirement)
- Encrypted flash drives for state of California
- Other unique miscellaneous costs associated with the Program

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

June 21, 2023

SUBJECT: Proposed Amendment No. 6 to Agreement 2016-030 with Valley Neurosurgery and Neurorestoration Center, APC

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Amendment No. 6 to Agreement 2016-030 with Valley Neurosurgery and Neurorestoration Center, APC, an independent contractor, for neurological surgery services. Valley Neurosurgery has provided services at Kern Medical since 2016.

The proposed Amendment allows for Valley Neurosurgery to add up to a maximum of 4700 hours of mid-level (Advance Practice Provider) support at \$120 per hour to the existing agreement to provide daytime, nighttime, and holiday call coverage. This change would result in a maximum payable increase of \$564,000 per year, increasing the current max payable from \$6,058,080 to \$6,622,080, effective June 21, 2023.

Therefore, it is recommended that your Board approve Amendment No. 6 to Agreement 2016-030 with Valley Neurosurgery and Neurorestoration Center, APC, for neurological surgery services for the period July 1, 2016 through June 30, 2024, adding up to 4700 hours per contract year of mid-level support for daytime, nighttime, and holiday call coverage, and increasing the maximum payable by \$564,000, from \$6,058,080 to \$6,622,080, to cover the term, and authorize the Chairman to sign.

**AMENDMENT NO. 6
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR
(Kern County Hospital Authority – Valley Neurosurgery)**

This Amendment No. 6 to the Agreement for Professional Services is made and entered into this ____ day of _____, 2023, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Valley Neurosurgery and Neurorestoration Center, A Medical Corporation, a California professional medical corporation (“Contractor”), with its principal place of business located at 309 Grand Avenue, South Pasadena, California 91030.

RECITALS

(a) Authority and Contractor have heretofore entered into an Agreement for Professional Services (Agt. #2016-030, dated June 22, 2016), Amendment No. 1 (Agt. #2017-048, dated July 19, 2017), Amendment No. 2 (Agt. #072-2017, dated October 18, 2017), Amendment No. 3 (Agt. #44819, dated October 8, 2019), Amendment No. 4 (Agt. #005-2020, dated February 12, 2020), and Amendment No. 5 (Agt. #023-2021, dated April 21, 2021) (collectively, the “Agreement”), for the period July 1, 2016 through June 30, 2024, whereby Contractor provides professional medical services in the Department of Surgery at KMC and teaching services to resident physicians employed by Authority; and

(b) It is the intent of the parties to have the terms of the Agreement provide for the payment of all reasonably projected costs and expenses related to the services provided by Contractor; and

(c) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and

(d) The Agreement is amended effective June 21, 2023;

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

1. Section 4, Payment for Services, paragraph 4.1, Compensation, subparagraph 4.1.5, Mid-level Neurological Surgery Call Coverage, shall be deleted in its entirety and replaced with the following:

“4.1.5 Mid-level Neurological Surgery Call Coverage. Authority shall pay Contractor an hourly rate of \$120 per hour not to exceed 4,700 hours per contract year for daytime, nighttime, and holiday call coverage.”

2. Section 4, Payment for Services, paragraph 4.5, Maximum Payable, shall be deleted in its entirety and replaced with the following:

“4.5 Maximum Payable. The maximum payable under this Agreement will not exceed \$6,622,080 over the period of the Renewal Term from July 1, 2021 through June 30, 2024.”

3. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.

4. This Amendment shall be governed by and construed in accordance with the laws of the state of California.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 6
as of the day and year first written above.

VALLEY NEUROSURGERY AND
NEURORESTORATION CENTER,
A MEDICAL CORPORATION

By 

Joseph Chen, M.D.
Its President

KERN COUNTY HOSPITAL AUTHORITY

By _____

Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____

Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____

Vice President & General Counsel
Kern County Hospital Authority

Amend6.Valley Neurosurgery.060923



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

June 21, 2022

Subject: Proposed Amendment No. 1 to Agreement 119-2022 with M. Brandon Freeman, M.D., for professional medical and administrative services in the Department of Surgery

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve Amendment No. 1 to Agreement 119-2022 with M. Brandon Freeman, M.D., a contract employee, for professional medical and administrative services in the Department of Surgery. Dr. Freeman, a board-certified plastic surgeon, has been employed by Kern Medical Center since 2008, and serves as the Chief, Division of Plastic Surgery.

The proposed Amendment will increase Dr. Freeman's percentage of professional fees collected for elective cosmetic procedures that are excluded from third party payer reimbursement per Employment Year as follows: (i) 30% of professional fee collections for the first \$100,000 of professional fees collected for elective cosmetic procedures performed in the outpatient surgery center; and (ii) 50% of professional fee collections in excess of \$100,000 of professional fees collected for elective cosmetic procedures performed in the outpatient surgery center. There is no increase in the maximum payable under the Agreement.

Therefore, it is recommended that your Board approve Amendment No. 1 to Agreement 119-2022 with M. Brandon Freeman, M.D., for professional medical and administrative services in the Department of Surgery from October 22, 2022 through October 21, 2025, revising compensation for elective cosmetic procedures, effective June 21, 2023, and authorize the Chairman to sign.

AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – M. Brandon Freeman, M.D.)

This Amendment No. 1 to the Agreement for Professional Services is made and entered into this ____ day of _____, 2023, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and M. Brandon Freeman, M.D. (“Physician”).

RECITALS

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. #119-2022, dated October 19, 2022) (the “Agreement”), for the period October 22, 2022 through October 21, 2025, whereby Physician provides professional medical services in the Department of Surgery and teaching services to resident physicians employed by Authority; and

(b) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth;

(c) The Agreement is amended effective June 21, 2023;

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

1. Section 5, Compensation Package, paragraph 5.3, Elective Cosmetic Procedures, shall be deleted in its entirety and replaced with the following:

“5.3 Elective Cosmetic Procedures. Within thirty (30) days following the end of each Employment Year, beginning from the Commencement Date, KMC will calculate the professional fees collected for all elective cosmetic procedures that are excluded from third-party payer reimbursement provided by Physician. Physician shall receive a percentage of the professional fees collected for elective cosmetic procedures that are excluded from third-party payer reimbursement per Employment Year as follows: (i) Physician shall receive thirty percent (30%) of professional fee collections for the first \$100,000 of professional fees collected for elective cosmetic procedures performed in the outpatient surgery center; and (ii) Physician shall receive fifty percent (50%) of professional fee collections in excess of \$100,000 of professional fees collected for elective cosmetic procedures performed in the outpatient surgery center. All payments made by Authority to Physician shall be subject to all applicable federal and state taxes and withholding requirements.”

2. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
3. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.
5. Except as provided herein, all other terms, conditions and covenants of the Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 1
as of the day and year first written above.

PHYSICIAN

By 

M. Brandon Freeman, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By _____

Chairman

Board of Governors

APPROVED AS TO CONTENT:

By _____

Scott Thygerson

Chief Executive Officer

APPROVED AS TO FORM:

LEGAL SERVICES DEPARTMENT

By _____

Vice President & General Counsel

Kern County Hospital Authority

Amend1.Freeman.061123



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

June 21, 2023

SUBJECT: Proposed Resolution in the matter of Advanced Practice Providers

Recommended Action: Approve; Adopt Resolution

Advanced practice providers (APP) are not eligible for Medical Staff membership. They may be granted practice privileges in the hospital if they hold a license, certificate or other credential in a category of APP that your Board has identified as eligible to apply for practice privileges, and only if the APP are professionally competent and continuously meet the qualifications, standards and requirements set forth or otherwise referenced in the Medical Staff Bylaws, rules, regulations, and/or the Interdisciplinary Practice Manual. **An applicant must belong to an APP category approved for practice in the hospital by your Board.** The credentialing criteria/basic requirements, privileges, clinical department assignment, prerogatives, and responsibilities related to APP are set forth in the Medical Staff Bylaws. Procedural and fair hearing rights of APP are set forth in the Interdisciplinary Practice Manual.

On May 19, 2021, your Board adopted Resolution No. 2021-005, which recognized the following categories of advanced practice providers: Physician Assistant; Nurse Practitioner; Certified Registered Nurse Anesthetist; Certified Nurse Midwife; Registered Nurse First Assistant; and Clinical Pharmacist.

Business and Professions Code section 2826, subdivision (a) defines “nurse anesthetist” as a person who is a registered nurse, licensed by the Board of Registered Nursing and who has met standards for certification as a nurse anesthetist. Section 2826, subdivision (e) defines “graduate” as a nurse anesthetist who is a graduate of an accredited program of nurse anesthesia awaiting initial certification results for not more than one year from the date of graduation. A nurse anesthetist, both certified and graduate, is an advanced practice nurse trained in anesthesia and pain relief. Working under supervision of the anesthesiologist, who is a licensed physician, they can determine anesthesia and pain relief needs, administer anesthesia, and prescribe pain medications, including controlled substances. Nurse anesthetists work in collaboration with the surgeon and other health care team members to achieve optimal patient outcomes in an efficient and cost-effective manner.

Due to a national shortage of CRNA, competition for hiring CRNA, and the time frame for receipt of certification, usually three to six months, Kern Medical is recommending that your Board recognize graduate registered nurse anesthetist as a category of advanced practice provider approved for practice in the hospital, effective July 1, 2023. This category of APP will be utilized by our contracted anesthesia group, which is required to indemnify Kern Medical for the acts or omissions of its employees and independent contractors.

Attached is a revised resolution that recognizes the categories of APP previously approved by your Board and includes the addition of graduate registered nurse anesthetist. The resolution also authorizes and directs the Medical Staff to establish certain practice standards and procedures designed to ensure the provision of quality patient care.

Therefore, it is recommended that your Board recognize the referenced categories of APP and adopt the attached resolution, effective July 1, 2023.

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

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

In the matter of:

Resolution No. 2023-____

ADVANCED PRACTICE PROVIDERS

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 21st day of June, 2023, 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 Board of Governors is the body in whom final authority and responsibility is vested for conduct of Kern Medical Center (Cal. Code of Regs., tit. 22, § 70035); and

(b) The Board of Governors desires to ensure Kern Medical Center provides a broad range of health services to its patients; and

(c) The Board of Governors recognizes that there are practitioners who are in a position to provide patient care services at Kern Medical Center but who are not eligible for membership in the Medical Staff, viz., advanced practice providers; and

(d) The Bylaws of the Medical Staff provide for a category of practitioners known as advanced practice providers (f/k/a allied health professionals); and

(e) The term “advanced practice providers” or “APP” means a health care professional who undergoes specialized education, training, and certification to provide services like medical diagnosis and treatment. They include nurse practitioners and physician assistants, as well as other licensed, non-physician providers; and

(f) The Bylaws of the Medical Staff specify, inter alia, that a non-physician applicant applying for practice privileges must belong to an advanced practice provider category approved by the Board of Governors for practice in Kern Medical Center; and

(g) On April 20, 2016, by a unanimous vote of those Directors present, the Board of Governors adopted Resolution No. 2016-006, which recognized the following categories of advanced practice providers: Physician Assistant; Nurse Practitioner; Certified Registered Nurse Anesthetist; Certified Nurse Midwife; and Clinical Pharmacist; and

(h) On May 19, 2021, by a unanimous vote of those Directors present, the Board of Governors adopted Resolution No. 2021-005, which, in addition to Physician Assistant, Nurse Practitioner, Certified Registered Nurse Anesthetist, Certified Nurse Midwife, and Clinical Pharmacist, recognized Registered Nurse First Assistant or “RFNA” as a class of advanced practice provider; and

(i) Business and Professions Code section 2826, subdivision (a) defines “nurse anesthetist” as a person who is a registered nurse, licensed by the Board of Registered Nursing and who has met standards for certification as a nurse anesthetist; and

(j) Business and Professions Code section 2826, subdivision (e) defines “graduate” as a nurse anesthetist who is a graduate of an accredited program of nurse anesthesia awaiting initial certification results for not more than one year from the date of graduation; and

(k) A nurse anesthetist is an advanced practice nurse trained in anesthesia and pain relief. Working under supervision of the anesthesiologist, who is a licensed physician, they can determine anesthesia and pain relief needs, administer anesthesia, and prescribe pain medications, including controlled substances. Nurse anesthetists work in collaboration with the surgeon and other health care team members to achieve optimal patient outcomes in an efficient and cost-effective manner; and

(l) Kern Medical Center is recommending the Board of Governors recognize graduate registered nurse anesthetist as a category of advanced practice provider approved for practice in Kern Medical Center, effective July 1, 2023; and

(m) The Board of Governors believes that the goal of providing a broad range of health services can be advanced by affording certain providers or categories of providers an opportunity to practice at Kern Medical Center, even though they are not eligible for Medical Staff membership.

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

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

2. This Board hereby affirms the creation of a separate advanced practice provider status for providers who are not eligible for Medical Staff membership, but who nonetheless will be permitted to provide patient care services in an expanded role in Kern Medical Center and its affiliated clinics.

3. This Board hereby recognizes the following categories of advanced practice providers who are eligible to apply for practice privileges in Kern Medical Center and its affiliated clinics pursuant to employment or through an independent contractor agreement with the hospital: Physician Assistant; Nurse Practitioner; Certified Registered Nurse Anesthetist; Graduate Registered Nurse Anesthetist; Certified Nurse Midwife; Registered Nurse First Assistant; and Clinical Pharmacist.

4. This Board hereby authorizes and directs the Medical Staff of Kern Medical Center to create appropriate standards of practice for advanced practice provider categories approved by the Board to practice in the hospital.

5. This Board hereby authorizes and directs the Medical Staff of Kern Medical Center to establish procedures for credentialing and review of advanced practice providers from categories approved by the Board to practice in the hospital.

6. This Board hereby authorizes the Chief Executive Officer, or his designee(s), with the consent of the Medical Staff, to assume responsibility for individual advanced practice providers who performs services in Kern Medical Center and its affiliated clinics under close supervision, where oversight by the Medical Staff would not be efficient or practicable.

7. Resolution No. 2021-005, adopted by the Board of Governors on May 19, 2021, is hereby repealed and superseded by this Resolution, effective July 1, 2023.

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

Kern Medical Center
Medical Staff of Kern Medical Center
Interdisciplinary Practice Committee
Chief Nursing Officer
Human Resources Department
Legal Services Department



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

June 21, 2023

Subject: Proposed Statement of Institutional Commitment to Graduate Medical Education

Recommended Action: Approve

Summary:

Kern Medical requests your Board approve the attached Statement of Institutional Commitment to Graduate Medical Education. The Accreditation Council for Graduate Medical Education (ACGME) requires a current statement of Board commitment as part of the program and institutional requirements imposed by ACGME. The current statement of commitment was approved by your Board on June 16, 2021.

Hospital teaching programs are accredited by the ACGME. This accreditation means that the overall program structure is in conformance with general standards and is the means by which national oversight agencies are assured that an excellent teaching environment is maintained. Each physician specialty training program is then accredited by another review agency called Resident Review Committee or RRC. The RRC is responsible to ensure that the specific content of the specialty training program meets national standards.

Kern Medical has four specialty training programs, including medicine, obstetrics/gynecology, emergency medicine, and psychiatry, and three fellowship programs, two in psychiatry (child and adolescent psychiatry and addiction psychiatry) and one in medicine (infectious disease). ACGME accreditation and RRC certification are required for the graduates to receive a valid certification of completion for physician licensing. Accreditation and certification also are required for Kern Medical to be eligible to receive graduate medical education money from the Medicare/Medicaid programs either through direct reimbursement as it relates to patient care or through the disproportionate share hospital program.

The ACGME commitment statement is an expression of interest by your Board in graduate medical education. It is also a statement of commitment that as long as the teaching programs exist at Kern Medical, they will be supported through an investment of people, facilities, and appropriate systems, but it does not commit your Board to any specific allocation of resources. This statement has been revised to conform to the new ACGME requirements, which include the dates of the statement of commitment falling within five years of the current date and inclusion of the GME mission statement.

Therefore, IT IS RECOMMENDED that your Board approve the attached Statement of Institutional Commitment to Graduate Medical Education, effective July 1, 2023, and authorize the Chairman to sign.



**KERN COUNTY HOSPITAL AUTHORITY
KERN MEDICAL CENTER
STATEMENT OF INSTITUTIONAL COMMITMENT TO GRADUATE MEDICAL EDUCATION
July 1, 2023 – June 30, 2028**

COMMITMENT: Kern Medical Center (KMC) is owned and operated by Kern County Hospital Authority. The Board of Governors of Kern County Hospital Authority is held ultimately accountable for all aspects of KMC's operations and has adopted the stated mission. The Board of Governors has delegated to the Medical Staff the responsibility for the quality of medical care and education at KMC. KMC, in conjunction with its Medical Staff, is committed to excellence in residency education within an environment of quality patient care. The Board of Governors, through the KMC Administration, provides resources dedicated to maintaining the necessary teaching staff and other financial aspects of sustaining the accredited residency programs. To accomplish this objective, Kern County Hospital Authority and its Sponsoring Institution through KMC are committed to the following:

1. To provide the leadership and financial and educational resources needed to enable the institution to achieve substantial compliance with the Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements and Common Program Requirements, and to enable the residency and fellowship programs to achieve substantial compliance with specific program requirements.
2. To provide an organized administrative system to oversee all residency and fellowship programs through the Graduate Medical Education Committee (GMEC) and the Designated Institution Official having authority and responsibility for central administration of the graduate medical education programs.
3. To provide an ethical, professional, and scholarly environment in which to conduct graduate medical education and to promote scholarly activity.
4. To provide an Institutional Review Board as the administrative structure for oversight of all research activities and maintenance of state and federal regulatory compliance.
5. To ensure that each sponsored residency and fellowship program provides an organized educational program with guidance and supervision of the residents/fellows, facilitating their professional and personal development while ensuring safe and appropriate care for patients.
6. To ensure the regular assessment of the educational quality of ACGME-accredited programs and to ensure that these programs are in substantial compliance with the Institutional, Common and specialty-specific Program Requirements and the ACGME Policies and Procedures.
7. To foster a diverse, equitable and inclusive learning environment.

8. To ensure that when resident/fellow education occurs in a participating institution, that KMC continues to have responsibility for the quality of that educational experience and retains authority over the activities of residents/fellows, and that appropriate letters of agreements exist between KMC and all participating institutions.
9. To maintain KMC's accreditation by The Joint Commission.
10. To provide and maintain facilities to meet the needs of its educational programs and patient care services and to acquire and maintain appropriate medical equipment and technology to support the hospital staff.
11. To develop and maintain a hospital staff with the appropriate range of skills and specialties capable of providing quality patient care, service, and education.
12. To continuously evaluate and improve patient care from a clinical and service perspective and to conduct formal quality assurance programs by reviewing complications and deaths, and to ensure that residents/fellows participate in KMC's performance improvement program and uphold the Clinical Learning Environment Review (CLER) program.
13. To ensure a healthy and safe learning and working environment that promotes resident/fellow wellbeing.
14. To embrace the challenge of eliminating health disparities and transforming health care to enrich and improve the lives of those we serve.

MISSION STATEMENT: KMC provides a diverse learning environment that supports and expands access to the highest quality of patient-centered care in the Central Valley, promotes academic excellence and personal growth, sponsors scholarship and research, and nurtures professional development and well-being.

The governing authority, the administration and the teaching faculty and staff support this Statement of Institutional Commitment.

By _____
Amir Berjis, M.D.
Designated Institutional Official

By _____
Scott Thygersen
Chief Executive Officer

By _____
Russell E. Bigler
Chairman, Board of Governors



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

June 21, 2023

Subject: Proposal Approval of the Kern Medical Center Policy and Procedures Manual

Recommended Action: Approve; Authorize Chairman to sign

Summary:

All policies are accessible upon request. Submitted for your approval are the policies and procedures in each of the Administrative, Clinical, Ancillary and Operational Departments as follows:

Compliance	Psychiatric Services
Nursing	Radiology
Employee Health Services	Adult Correctional Services
Infection Control	Emergency Care Center
Finance Administration	Social Services
Patient Care Services	Cardiac Catheterization Laboratory
Administration	Case Management
Cancer Registry	Collections
CardioPulmonary	
Engineering	
Environment of Care	
Health Information Services	
Human Resources	
Information Systems	
Juvenile Corrections Services	
Lab – Histology	
Laboratory Services	
Materials Management	
Maternal Child	
Neonatal Intensive Care Unit (NICU)	
Nutrition	
Operating Room	
Ambulatory Care Services	
Patient Access	
Pediatrics	
Pharmacy	
Physical Therapy	



The Policy and Procedures Manual for Kern Medical Center was reviewed and approved by the Kern County Hospital Authority Board of Governors on the date set forth below.

Russell E. Bigler, Chairman

June 21, 2023

COMPLIANCE

COM-IM-200	Kern Medical Information Security Strategy
COM-IM-201	Information Security Program
COM-IM-202	Information Security Officer
COM-IM-203	Information Security Control Management
COM-IM-204	Security Audit and Compliance Review
COM-IM-205	Security Policy, Procedures and Technical Standard Documentation
COM-IM-224	Security Incident Response
COM-IM-226	Business Continuity and Disaster Recovery
COM-IM-231	Information Classification
COM-IM-233	Storage Media and Hard Copy
COM-IM-234	Information and Media Disposal
COM-IM-241	Identification and Authorization
COM-IM-243	IS User Roles, Rights and Responsibilities
COM-IM-251	Identity Management
COM-IM-252	Access to Information Systems
COM-IM-254	Business Associate Access Management
COM-IM-261	Computing Infrastructure Physical Security
COM-IM-263	Remote Access
COM-IM-264	Portable Data Storage Devices
COM-IM-265	Visitor and Vendor Access Management
COM-IM-266	Physical Access, Audit and Logging
COM-IM-271	Workforce Participation, Responsibilities and Enforcement
COM-IM-272	Acceptable Use and Transmission of Information (Email and Web)
COM-IM-273	Acceptable Use of Access Credentials
COM-IM-274	Acceptable Use of Electronic Data and Voice Infrastructure
COM-IM-275	User Notification
COM-IM-314	Confidentiality
COM-IM-320	Uses and Disclosures of Protected Health Information Requiring Patient Authorization
COM-IM-325	Uses and Disclosures of Protected Health Information
COM-IM-345	Minimum Necessary Use and Disclosure of Protected Health Information (PHI)
COM-IM-350	Verification of Persons or Entities Requesting Disclosure of PHI
COM-IM-355	Access to PHI and Use for Notification – Verification of Family and Friends
COM-IM-360	Amendment of Protected Health Information
COM-IM-365	Marketing/Fundraising
COM-IM-370	Use and Disclosure of Psychotherapy Notes

COM-IM-375	Patient's Right to Access Protected Health Information (PHI)
COM-IM-380	Patient Authorization for Future Contact for Research Purposes
COM-IM-385	Accounting for Disclosures of Protected Health Information (PHI)
COM-IM-390	Use and Disclosure of Protected Health Information (PHI) for Research Purposes
COM-IM-395	Limited Data Sets
COM-IM-400	De-identification and Re-identification of Protected Health Information (PHI)
COM-IM-405	Designated Record Set
COM-IM-410	Transaction and Code Sets
COM-IM-415	Mandatory Reporting Requirements
COM-IM-420	Use and Disclosure by Employers
COM-IM-430	Identity Theft and Patient Misidentification – Prevention and Response
COM-IM-435	Business Associate Agreement
COM-IM-440	Outpatient Services and Medicare Three-Day Window
COM-IM-445	Medical Necessity Billing for Services Rendered
COM-IM-455	Search Warrants
COM-IM-460	Patient's Right to Request Restrictions on Use/Disclosure of Protected Health Information under the Health Information Technology for Clinical Health (HITECH)
COM-IM-465	Social Networking
COM-IM-470	Research Use of Electronic Data under the HITECH Act
COM-IM-475	Faxing of Protected Health Information
COM-IM-480	Advance Beneficiary Notice – Outpatient Services
COM-IM-485	Office of Inspector General Self-Disclosure
COM-IM-490	Recovery Audit Contractors
COM-IM-495	Requests for Data from Third Parties
COM-IM-500	Use of Kern Medical Center Health Information Systems Database for Research Purposes
COM-IM-550	Research Records Storage, Retention and Destruction
COM-IM-555	Research Statistician Access and Utilization
COM-IM-560	Shredding Bin Use and Security
COM-LD-402	Charges for Services
COM-LD-411	Pricing
COM-LD-417	Compliance Plan
COM-LD-613	Mitigation
COM-LD-614	Retaliation
COM-LD-615	Designation of Privacy Officer
COM-LD-616	Compliance Coordinator Responsibilities at Kern Medical Center
COM-LD-620	Compliance Auditing and Monitoring
COM-LD-625	Patient Status

COM-LD-630	Detecting and Preventing False Health Care Claims
COM-LD-635	Compliance Hotline Calls/Investigations
COM-LD-645	Internal Compliance Investigations
COM-LD-650	Stark Referral and Anti-Kickback
COM-LD-655	Providing Medically Necessary Services to Health Maintenance Organization, Managed Care Provider or Other Third Party Payers
COM-LD-665	Financial Arrangements between Kern Medical Center and Hospital-Based Physicians and Referral Sources (Stark and Anti-Kickback)
COM-LD-670	Privacy Breach Notification Regulations
COM-LD-675	Eligibility and Responsibilities as a Principal Investigator
COM-RI-113	Administrative Review for Research Conducted at Kern Medical Center
COM-RI-625	Notice of Privacy Practices
COM-RI-626	Communication by Alternative Means
COM-RI-627	Facility Directory – Inclusion/Opt Out
COM-RI-645	HIPAA Privacy Complaints
COM-RI-650	Institutional Review Board Guidelines
COM-RI-655	Disclosure of Conflicts of Interest in Research
COM-RI-700	Human Subject Protections: Quality Assurance
COM-RI-710	Vulnerable, Protected and Restricted Research Subject Populations
COM-RI-720	Research Subject Recruitment and Study Income
COM-RI-730	Reporting Research-Related Unanticipated Problems, Non-Compliance, Suspensions and Terminations to Regulatory Agencies and Sponsors
COM-RI-740	Informed Consent for Research
COM-RI-750	Research Consent and Who May Consent for Research
COM-RI-760	Research – Principal Investigator: Good Clinical Practice
COM-RI-770	Research – Reporting to and Review of Reports by the Institutional Review Board (IRB)
COM-RI-780	7 X 24 Contact by Research Subjects with their Study Team for Emergencies and Routine Needs
COM-RI-790	HIPAA Privacy Related to Case Reports for Publication or Public Presentation: Informed Consent/Authorization Requirement

NURSING

NRS-HR-1180	Nursing Clinical Excellence Program
NRS-HR-1185	Staff Orientation, Education and Competency Plan
NRS-IC-1250	Standardized Procedure for Screening of Multi-Drug Resistant <i>Acinetobacter Baumannii</i>
NRS-IC-1280	Standardized Procedure for Screening of Methicillin Resistant <i>Staphylococcus aureus</i> (MRSA)
NRS-IM-1152.10	Computer Access for Nursing Employees, Maintenance of
NRS-IM-1163.01	Committee Meetings, Floor Coverage
NRS-IM-1273	Patient Care Record (PCR), Terminology and Definitions
NRS-LD-1103.01	KMC's Plan for Providing Nurse Care
NRS-LD-1106.00	Philosophy, Mission and Vision of the Department of Nursing
NRS-LD-1160	Utilization of Nursing Staff and Staffing
NRS-LD-1164.03	Hospital Nursing Personnel, Temporary Reassignment of Licensed Nursing Staff
NRS-LD-1166	Per Diem Registered Nurses and Licensed Vocational Nurses, Use of and Expectations from
NRS-LD-1169	Deployment of Staff, Inpatient
NRS-LD-1170	Patient Classification Audit
NRS-LD-1171	Patient Classification Audits, Guidelines for Use of
NRS-LD-1172	Schedule Changes (Inpatient)
NRS-LD-1173	Daily Staffing Board, Guidelines for the Use of – Inpatient
NRS-LD-1174.00	Deployment of Staffing, Guidelines for Completion of – Inpatient
NRS-LD-1180	Code Surge
NRS-MM-1178.07	Intravenous Infusion Therapy (Peripheral)
NRS-MM-1331.01	Care of the Patient Receiving Parenteral Chemotherapeutic Agents
NRS-PC-1150.55	Perianesthesia Patient Care and Discharge
NRS-PC-1171	Standardized Procedure Development
NRS-PC-1190.00	Continuous Monitoring Parameters
NRS-PC-1195	Cardiac Monitoring (Patients One Year of Age through Adult)
NRS-PC-1200	Chest Tube and Maintenance – Adult and Pediatric
NRS-PC-1235	Therapeutic Phlebotomy
NRS-PC-1240	Standardized Procedure for Management of Postpartum Hemorrhage
NRS-PC-1253.00	Standardized Procedure for Placement of Patient Status Order in Newborns by Registered Nurses

NRS-PC-1253.01	Standardized Procedure for Medical Screening of Newborns and Placement of Newborn Admission Order Set by Registered Nurses
NRS-PC-1254	Standardized Procedure for Triage and Medical Screening of Obstetric Patients
NRS-PC-1256.00	Standardized Procedure for Discharge by Criteria of Postpartum Patients
NRS-PC-1265	Standardized Procedures, Unit-Specific, Emergency Department
NRS-PC-1270	Standardized Procedure for Pressure Injuries, Partial and Full Thickness Wounds, Skin Tears and Incontinence Associated Dermatitis – Wound and Ostomy RNs
NRS-PC-1274	Leeches, Clinical Use of
NRS-PC-1275	Peripheral Arterial Lines
NRS-PC-1300	Standardized Procedure for Fetal Fibronectin Specimen Collection
NRS-PC-1350	Standardized Procedure for Bedside Swallow Screen
NRS-PC-1370	Peripherally Inserted Central Catheters (PICC): Insertion, Care and Maintenance
NRS-PC-1375	Standardized Procedure Informed Consent – Peripherally Inserted Central Catheter – Registered Nurse to Obtain
NRS-PC-1430.00	Infant Formula Preparation and Storage
NRS-PC-1510.00	Postoperative Care (Post PACU Care)
NRS-PC-1770	Patient Allergy and Medication Assessment, Guideline for Use of
NRS-PC-1775	Pin Site Care for External Fixators
NRS-PC-1780	Bed Exit Alarm Assessment
NRS-PC-1800	Emergency Department Hospitality Volunteer Program
NRS-PC-1805	Standardized Procedure for Bladder Scan
NRS-PC-1810	Standardized Procedure – Informed Consent – Feeding Pasteurized Human Donor Breast Milk and/or Human Milk Products – Qualified Staff Member to Obtain
NRS-PC-1815	Standardized Procedure for Neonatal Abstinence Scoring and Pharmacologic Management of Morphine and Clonidine
NRS-PC-1820	Standardized Procedure for Ostomy Care and Management
NRS-PC-1825	Prone Position for Patients
NRS-PC-1830	Midline Catheters, Assisting with Insertion, Nursing Maintenance and Removal
NRS-PC-6205.10	Discharge Procedure from Nursery Areas
NRS-PC-6350	Family Centered Care in the Pediatric Unit
NRS-PC-9108.03	Activity Program for the Pediatric Patient
NRS-PC-9350	Standardized Procedure for Obtaining Urine Culture upon Urinary Catheter Insertion
NRS-PC-9400	Standardized Procedure for Urinary Catheter Removal
NRS-PC-9405	Standardized Procedure for <i>C. difficile</i> Testing

NRS-PC-9410	Standardized Procedure for Registered Nurses and Advance Practice Providers to Obtain Lexiscan Nuclear Stress Test Informed Consent
NRS-PC-9415	Standardized Procedure for Intravenous Catheter Removal
NRS-PC-9420	Standardized Procedure for Nasal Decolonization
NRS-PC-9425	Standardized Procedure for the Management of Blood Glucose Levels for Patients Undergoing Surgical Procedures

EMPLOYEE HEALTH SERVICES

EHS-EC-1208	Pre-Employment Health Screening and Clearance
EHS-EH-1209	Guidelines for Infection Prevention and Employee Fitness for Duty
EHS-EH-1222	Preventing Employee Exposure to Hazardous Drugs
EHS-IC-100	Employee Health Services and Wellness Program
EHS-IC-1115	Tetanus, Diphtheria and Pertussis Vaccination
EHS-IC-1211	Hepatitis B Immunization Program
EHS-IC-1212	Measles, Mumps and Rubella Vaccination
EHS-IC-1213	Tuberculosis Screening Program
EHS-IC-1215	Varicella Vaccination (Chickenpox)
EHS-IC-1216	Employee Exposure to Meningococcal Disease
EHS-PC-100	Management of Latex Sensitive/Allergic Employees
EHS-PC-1215	Exposure to Blood and Body Fluids (HIV/HBV)

INFECTION CONTROL

ADM-EC-713	Medical Waste: Segregation and Disposal
ADM-IC-100	Construction, Renovation, Refurbishment and Maintenance: Infection Control
ADM-IC-200	Influenza Vaccination Program
ADM-IC-205	COVID-19 Vaccination Tracking and Mitigation Program
ADM-RI-635	Human Immunodeficiency Virus (HIV), Consent, Testing and Disclosure of
AMB-IC-100	Infection Control Practices and Contagious Rashes
CAT-IC-105	Pre-Procedure Skin Preparation of Patients
CPS-IC-600	Cleaning of Respiratory Therapy Equipment
CPS-IC-604.0	Disassembly and Cleaning of Contaminated Equipment
CPS-IC-604.5	Equipment Change
CPS-IC-607.00	Bacteriological Monitoring
CPS-IC-610.0	Equipment for Repair
EHS-IC-100	Employee Health Services and Wellness Program
EHS-IC-1115	Tetanus, Diphtheria and Pertussis Vaccination
EHS-IC-1211	Hepatitis B Immunization Program
EHS-IC-1212	Measles, Mumps and Rubella Vaccination
EHS-IC-1213	Tuberculosis Screening Program
EHS-IC-1215	Varicella Vaccination (Chickenpox)
EHS-IC-1216	Employee Exposure to Meningococcal Disease
ENG-IC-101	Maintenance of Ice Machines
ENG-IC-105	Pre-Construction Risk Assessment (PCRA)
ICM-EC-220	Environmental Sampling
ICM-IC-100	Infection Control and Prevention Program
ICM-IC-115	Infection Control Surveillance
ICM-IC-201	Hand Hygiene
ICM-IC-205	Infection Control Laboratory Support and Communicable Disease Reporting
ICM-IC-210	Aerosol Transmissible Disease Exposure Control Plan
ICM-IC-215	The Handling and Disposal of Sharps

ICM-IC-220	Management and Prevention of Chickenpox and Shingles
ICM-IC-225	Management and Prevention of Measles, Mumps and Rubella
ICM-IC-230	Bloodborne Pathogens Exposure Control Plan
ICM-IC-235	Tuberculosis Control Plan
ICM-IC-240	The Approval and Use of Disinfectants and Equipment for Performing Sterilization and High-Level Disinfection
ICM-PC-100	Infection Precautions – Standards
ICM-PC-105	Chlorhexidine Bathing Protocol for Adults and Children over Two (2) Months of Age
ICM-PC-110	Management of Common Skin Parasites
ICM-PC-120	Bioterrorism Readiness Plan
ICM-PC-125	Pandemic Influenza Readiness Plan
ICM-PC-130	Plan to Manage the Influx of Potentially Infectious Patients
JCS-IC-310	Management of Communicable Diseases
NRS-IC-1250	Standardized Procedure for Screening of Multi-Drug Resistant <i>Acinetobacter baumannii</i>
NRS-IC-1280	Standardized Procedure for Screening of Methicillin Resistant <i>Staphylococcus aureus</i> (MRSA)
NRS-PC-9350	Standardized Procedure for Obtaining Urine Culture upon Urinary Catheter Insertion
NRS-PC-9400	Standardized Procedure for Urinary Catheter Removal
NRS-PC-9405	Standardized Procedure for <i>C. difficile</i> Testing
OPE-IC-21108.00	Surgical Wound Classification
OPE-IC-21112.04	Care of Instruments and Trays
OPE-IC-21112.05	Decontamination of Surgical Services and Instruments
OPE-IC-21112.08	Loading of Autoclave Carts
PCS-EC-140	Portable HEPA Air Filtration Units
PCS-IC-105	Expiration Dates of Products after Opening
PCS-IC-110	Cleaning Schedule for Patient Care Equipment
PCS-IC-114	Identifying and Preventing Healthcare Associated Infections
PCS-IC-115	Preventing the Transmission of Human Transmissible Spongiform Encephalopathies
PCS-IC-116	Transmission Prevention for Multi-Drug Resistant Organisms
PCS-IC-120	High-Level Disinfection for Reusable Items and Endoscopes using Cidex OPA
PCS-IC-125	Pneumatic Tube Computerized System – Infection Control Guidelines

PCS-IC-135	Indwelling Urinary Catheters – CAUTI Prevention
PCS-IC-140	Endocavity Probe Cleaning and High-Level Disinfection
PCS-IC-145	Tuberculosis (TB) Discharge and Follow-up
PCS-IC-150	Terminal Cleaning of Operating Room Suites/Procedure Rooms
PCS-IC-155	Cleaning and Disinfection of the OR and Procedural Suites between Patients
PCS-IC-160	Operating Room/Designated Procedure Room Infection Control Guidelines
PCS-IC-170	Sterilization
PCS-IC-175	Care and Sterilization of Flexible Endoscopes and Endoscope Accessories
PCS-IC-180	Anesthesia Equipment: Infection Prevention, Cleaning, Disinfection and Sterilization of
PCS-IC-185	Transesophageal Echocardiogram Ultrasound Probe High-Level Disinfection
PCS-IC-190	Candida auris Prevention
PCS-PC-3065	Basic Skin Care and Hygiene – Inpatient
PCS-PC-3075	Animals Permitted in the Hospital
PHA-IC-100	Sterile Products – General Information
PHA-IC-105	Sterile Products: Education/Competency
PHA-IC-110	Sterile Products: Aseptic Processing and Product Preparation
PHA-IC-115	Sterile Products – IV Admixture Preparation
PHA-IC-120	Sterile Products: Total Parenteral Nutrition Preparation
PHA-IC-125	Sterile Products: Sterile Preparation of Hazardous Agents
PHA-IC-130	Compounded Sterile Products: Quality Assurance
PHA-IC-135	Antimicrobial Stewardship Policy
RAD-IC-50	Infection Control, Department of Radiology and Interventional Cardiac Cath Lab

FINANCE ADMINISTRATION

FIN-IM-100	False Cost Reports
FIN-IM-105	Cost Report Preparation
FIN-IM-110	KMCHP Claims Submission, Payment and Dispute Policy
FIN-IM-115	Account Reconciliation
FIN-IM-120	Expense Recognition and Accrued Liabilities
FIN-IM-125	Guidelines for Establishing Bad Debt Reserves
FIN-IM-130	Guidelines for Reimbursement and Contractual Reserve Calculations
FIN-IM-135	Physical Inventory of Fixed Assets
FIN-IM-140	Prepaid Expenses
FIN-IM-145	Unclaimed Property
FIN-IM-150	Vendor Payment Practices
FIN-IM-155	Petty Cash Funds
FIN-IM-160	Employee Travel and Business Expense Reimbursement
FIN-IM-165	County Financial Management System (FMS) Reconciliation

PATIENT CARE SERVICES

ACS-PC-100	Intravenous Infusion Therapy (Peripheral)
ACS-PC-105	Standardized Procedure for Life-Threatening Allergic Reaction
ACS-PC-110	Standardized Procedure – Common Cold Symptoms
ACS-PC-115	Standardized Procedure – Hypertension
ACS-PC-120	Standardized Procedure – Influenza (Flu) Symptoms
ACS-PC-125	Standardized Procedure – Suspected Opioid Overdose/Naloxone Protocol
ACS-PC-130	Standardized Procedure – Pneumonia Symptoms
ACS-PC-135	Standardized Procedure – Diabetes Mellitus
ACS-PC-140	Standardized Procedure – Chest Pain
ACS-PC-145	Standardized Procedure – Pediculosis
ACS-PC-150	Standardized Procedure – Acne Vulgaris
ACS-PC-155	Standardized Procedure – Skin Wounds, Laceration, Avulsion, Abrasion and Puncture
ACS-PC-160	Standardized Procedure – Contact Dermatitis
ACS-PC-165	Standardized Procedure – Seizure
ACS-PC-170	Standardized Procedure – Dental Abscess or Infection
ACS-PC-175	Standardized Procedure – Soft Tissue Infections: Cellulitis and Abscess
ACS-PC-180	Standardized Procedure – Fractures
ACS-PC-185	Standardized Procedure – Scabies
ACS-PC-190	Standardized Procedure – Constipation
ACS-PC-195	Standardized Procedure – Seborrheic Dermatitis
ACS-PC-200	Standardized Procedure – Somatic Pain
ACS-PC-205	Standardized Procedure – Tinea Infection
ADM-PC-100	First Responders' Exposure to Infectious Community Agents
ADM-PC-145	Patient Volunteer Program
ADM-PC-302	Spiritual, Emotional and Attitudinal Support of Patients and Hospital Personnel, Plan for
ADM-PC-311	Transfers from another Facility (Non-Psychiatric Patients)
ADM-PC-312	Transfers to another Facility (Non-Psychiatric Patients)
ADM-PC-317	Visitor/Non-Registered Patient Injuries
ADM-PC-318	Pain Management
ADM-PC-325	Preprinted Physician Orders
ADM-PC-606	Disposition of Deceased Persons and Their Belongings
ADM-PC-610	Volunteer – Victim Chaplain Association

ADM-PC-615	Crisis Standards of Care Documentation
AMB-PC-100	Appointments
AMB-PC-103	Surgical Authorization Request
AMB-PC-104	Ambulance Transportation for Scheduled Patients
AMB-PC-105	Aftercare Instructions
AMB-PC-110	Home Health/DME/Home Pharmacy Referrals
AMB-PC-111	Services/Diagnostic Testing Not Available in Outpatient Clinics
AMB-PC-112	Authorization Request
AMB-PC-113	Admissions to the Hospital
AMB-PC-116	Lead Testing/Follow-Up
AMB-PC-118	Post Void Residual Evaluation
AMB-PC-119	Rhogam Administration
AMB-PC-121	Amniocentesis, Assisting with
AMB-PC-122	Loop Electrosurgical Excision Procedure (LEEP), Assisting with
AMB-PC-123	Punch Biopsy, Assisting with
AMB-PC-124	Colposcopy, Assisting with
AMB-PC-125	Cryosurgical Procedure, Assisting with
AMB-PC-126	Endometrial Biopsy/Endocervical Curettage, Assisting with
AMB-PC-127	Comprehensive Perinatal Services Program (CPSP) Client Orientation/Entry into Program
AMB-PC-128	Comprehensive Perinatal Services Program (CPSP)
AMB-PC-129	Patient Requests for Pregnancy Tests
AMB-PC-131	Family PACT Program (Planning, Access, Care and Treatment)
AMB-PC-144	Cast Application
AMB-PC-145	Hysteroscopic Sterilization
AMB-PC-150	Same Day Access and Triage
AMB-PC-155	Disruptive Outpatients and Administrative Discharge
CAS-PC-100	Homeless Individuals: Discharge Planning and Safe Discharge
CAT-PC-115	Angiograms
CAT-PC-120	Metformin Use with Contrast Media
CAT-PC-140	MedRad Pressure Injector
CAT-PC-145	Pre and Post Procedure Assessment
CAT-PC-150	Vascular Closure Drives and Manual Arterial and Venous Sheath Removal
CAT-PC-165	Emergency Transfers of Cath Lab Patients for Higher Level of Care
CAT-PC-170	Making and Copying of Case CDs
CAT-PC-185	Acist Pressure Injector

CPS-PC-301	Ordering Respiratory Therapy
CPS-PC-303	Clarification of a Questionable Order
CPS-PC-304	Master Sheet/Assignment Sheet
CPS-PC-304.2	Charge Log
CPS-PC-305	Adverse Reactions
CPS-PC-306.1	Patient Education
CPS-PC-400.00	Mechanical Ventilation
CPS-PC-401	Ventilator Rounds
CPS-PC-405	Aerosol Therapy – Inline on Mechanical Ventilator
CPS-PC-406.5	Mechanical Ventilation in the Neonatal Intensive Care Unit (NICU)
CPS-PC-407	Continuous Positive Airway Pressure (CPAP) in the Neonatal Intensive Care Unit
CPS-PC-407.50	High Frequency Ventilation in the Neonatal Intensive Care Unit
CPS-PC-408.00	Intubation in the Neonatal Intensive Care Unit
CPS-PC-409	RT Responsibilities and Staffing in the Neonatal Intensive Care Unit
CPS-PC-411	Chest Manipulation Therapy
CPS-PC-416	Sputum Induction
CPS-PC-417.50	Metered Dose Inhaler
CPS-PC-421	Charting Procedures for Breathing Treatment
CPS-PC-428.00	BiPAP
CPS-PC-431	Intrapulmonary Percussive Ventilation
CPS-PC-502.50	Supplemental Oxygen Delivery for Neonates and Infants
CPS-PC-506.00	Patient Transport
CPS-PC-509	Oxygen Analyzer
CPS-PC-700.00	High Flow Humidified Oxygen
CPS-PC-730.50	Initiation and Maintenance of Artificial Airways
CPS-PC-809	Suctioning
CPS-PC-811	Surfactant Replacement Therapy in the NICU
CPS-PC-812.50	Transcutaneous Carbon Dioxide Monitoring in the NICU
CPS-PC-815	Pulse Oximetry
CPS-PC-817	Arterial Sampling
CPS-PC-818	Respiratory Therapy Referrals
CPS-PC-819	Self-Evaluation
CPS-PC-900.00	Intraoperative Autotransfusion
CPS-PC-910	RT Responsibilities and Staffing for Catheterization Lab Patients
CPS-PC-915	Mechanical Ventilation Liberation Protocol for Adult Patients (18 Years of Age or Older)
CPS-PC-920	Ventilator and NIPPV Management for a Decompensating Respiratory Patient
CPS-PC-925	Peripheral Arterial Catheter Insertion by Respiratory Therapists

CPS-PC-930	Intrapulmonary Percussive Ventilation in the NICU
EDD-PC-105	Triage Process in the Emergency Department
EDD-PC-107	Trauma Care: Notification of Surgery Team of Trauma Activation
EDD-PC-113	Use of Radio COR Units
EDD-PC-125	Emergency Department Controlled Substance Initiative (CSI)
EDD-PC-130	Tourniquets
EHS-PC-100	Management of Latex Sensitive/Allergic Employees
EHS-PC-1215	Exposure to Blood and Body Fluids (HIV/HBV)
EHS-PC-200	First Aid for Employees
EOC-PC-100	Tobacco Free Environment/Smoking Cessation
ICM-PC-100	Isolation Precautions - Standards
ICM-PC-105	Chlorhexidine Bathing Protocol for Adults and Children Over 2 Months of Age
ICM-PC-110	Management of Common Skin Parasites
ICM-PC-120	Bioterrorism Readiness Plan
ICM-PC-125	Pandemic Influenza Readiness Plan
ICM-PC-130	Plan to Manage the Influx of Potentially Infectious Patients
JCS-PC-100.01	Patient Treatment Decisions
JCS-PC-101.01	Wards Discharged from Hospital Inpatient Care
JCS-PC-103.00	Health Care Staff Procedures
JCS-PC-103.01	Standardized Procedure for Medical Screening of Youth in Juvenile Correctional Facilities
JCS-PC-105.00	Access to Treatment
JCS-PC-106.00	Consent for Health Care
JCS-PC-108.00	Request for Health Care Services
JCS-PC-108.01	Youth Dental Care
JCS-PC-200.01	Transfer of Health Care Summary and Records
JCS-PC-206	Confidentiality
JCS-PC-207.00	Health Education
JCS-PC-300.00	Intake Health Screening
JCS-PC-300.01	Intoxicated Youth and Youth with a Substance Abuse Disorder, Management of
JCS-PC-300.02	Medical Evaluation/Clearance for Adjudicated Youth Confined for Successive Stays Each of Which Totals Less than 96 Hours
JCS-PC-301.00	Health Appraisals/Medical Examinations
JCS-PC-301.01	Health Clearance for In-Custody Work and Program Assignments

JCS-PC-302	Prostheses and Orthopedic Devices
JCS-PC-303.01	Individualized Treatment Plans
JCS-PC-304	First Aid and Emergency Response
JCS-PC-308.00	Safety Room Procedures
JCS-PC-308.01	Use of Physical Restraints
JCS-PC-309.00	Medical Diets
JCS-PC-314.00	Mental Health Services and Transfer to a Treatment Facility
JCS-PC-314.01	Administration of Psychotropic Medications to Detainees in the Custody of the Kern County Juvenile Correctional Services
JCS-PC-314.02	Suicide Prevention Program
JCS-PC-316	Sexual Assaults
JCS-PC-400	Reproductive Services and Sexual Health
JCS-PC-401	Care of Pregnant and Postpartum Youth
JCS-PC-402	Pregnancy Complications, Labor and Emergency Conditions
JCS-PC-403	Pregnant Youth under the Influence of Alcohol or Drugs
JCS-PC-404	Elective Abortion
JCS-PC-500.01	Patient Self-Administration of Medication
JCS-PC-505	Patient Self-Use of Durable Medical Equipment (DME)
MCN-PC-2000	External Cephalic Version
MCN-PC-2045	Amniocentesis
MCN-PC-2105	Fetal Demise/Early Neonatal Death, Procedure for Care of
MCN-PC-2110	Amnioinfusion
MCN-PC-2145	Fetal Heart Rate (FHR) and Uterine Activity Monitoring
MCN-PC-2170	Infant Feeding
MCN-PC-2180	Trial of Labor after Cesarean Section (TOLAC) and Vaginal Birth after Cesarean Section (VBAC)
MCN-PC-2200	Oxytocin Induction or Augmentation
MCN-PC-2205	Drug Screening: Guidelines for Maternal/Infant
MCN-PC-2240	Criteria of Histologic Evaluation of Placenta
MCN-PC-2250	Emergency Cesarean Section Management
MCN-PC-2255	Group Beta Streptococcus (GBS) – Intrapartum
MCN-PC-2260	Emergency Management of Shoulder Dystocia
MCN-PC-2270	Standardized Procedure for Screening for Pre-Eclampsia by a Registered Nurse
MCN-PC-2275	Umbilical Cord Gases
MCN-PC-2280	Care/Disposition of Women Presenting with Symptoms of Preterm Labor
MCN-PC-2285	Third Trimester OB Ultrasound by Registered Nurses
MCN-PC-2290	Nitrous Oxide Use in the Intrapartum/Immediate Postpartum Period

MCN-PC-2300	Standardized Procedure for Identification and Management of Neonatal Hypoglycemia
MCN-PC-2305	CuddleCot Cooling System
MCN-PC-2310	Code Crimson – Obstetric Hemorrhage Emergency Response
MCN-PC-2315	Management of Perinatal Patients Who Refuse Blood Products/Transfusion or Where Transfusion is Not an Option
MCN-PC-2320	Pasteurized Human Donor Breast Milk and/or Human Milk Based Products, The Use of
MCN-PC-2325	Human Milk and Human Milk-Based Products – Collection, Handling, Storage, Preparation and Distribution
MCN-PC-2330	Infant Positioning and Safe Sleeping Practices
MCN-PC-2335	Hepatitis B Perinatal Transmission Prevention
MCN-PC-2340	Critical Congenital Heart Disease Screening
MCN-PC-2345	Care of HIV Positive Patient and her Newborn
MCN-PC-2350	Antenatal Corticosteroid Therapy for Fetal Lung Maturation
MCN-PC-2360	Transfer Guidelines of Obstetric Patients
MCN-PC-2365	Group Beta Streptococcus (GBS) Disease Prevention – Newborns
MCN-PC-2370	Mechanical Cervical Ripening
MCN-PC-2375	Release of Placenta to Patient
MCN-PC-2380	Criteria for Scheduled Inductions and Cesarean Sections
MCN-PC-2385	Cervical Ripening with Prostaglandin
MCN-PC-2390	Fetal Pillow
MCN-PC-2400	Guidelines for Venous Thromboembolism Prevention in Pediatric Surgical Patients
MCN-PC-2405	Cleaning and Sterilization of Specialty Non-Disposable Bottles and Nipples
MCN-PC-2410	Outpatient Cervical Ripening Prior to Labor Induction
MCN-PC-2415	Antepartum Fetal Testing Guidelines
MCN-PC-355	Public Health Nurse Referrals for Maternal Child Services Inpatients
MSS-PC-201	Social Service Consults and Requests for Services
MSS-PC-305	Discharge Planning
MSS-PC-307	Documentation Standards
MSS-PC-309	Infant, Children and Adolescent Learning Needs
MSS-PC-313	Specific Income Benefits Programs and Services
NICU-PC-1252.00	Standardized Procedure for Emergency Evacuation of Air Leaks (Thoracentesis)
NICU-PC-1260.00	Standardized Procedure for Catheterization of Umbilical Vessels
NICU-PC-1500	Cardiopulmonary Monitoring in the Neonatal Intensive Care Unit

NICU-PC-1505	Discharge Planning: Neonatal Intensive Care Unit (NICU)
NICU-PC-1510.05	Peripheral Intravenous (PIV) Extravasation in NICU Patients, Management of
NICU-PC-1515	Resuscitation of Newborn in Labor and Delivery (L&D)
NICU-PC-1520	Discharge Criteria for the Neonatal Intensive Care Unit (NICU)
NICU-PC-1525	In-Service and Continuing Education Programs in the NICU
NICU-PC-1530	NICU Medical Social Services
NICU-PC-1540	NICU Multidisciplinary Rounds
NICU-PC-1545	Parenteral Nutrition for NICU and Pediatric Patients
NICU-PC-6000.17	Consultation between the NICU/NNB and the Perinatal Units of KMC
NICU-PC-6300	Exchange Transfusion, Assisting Physician with
NICU-PC-6400	Sucrose Administration for Procedural Pain Management in the NICU
NICU-PC-6502.00	Newborn Infants Born of Asepsis (BOA)
NICU-PC-6502.04	Developmental Support in NICU, Age Appropriate Care
NICU-PC-6502.07	Grief and Premature Loss, Nursing Interventions Associated with
NICU-PC-6502.11	Minimal Handling Protocol in the Intensive Care Nursery
NICU-PC-6502.12	Infant Skin Care
NICU-PC-6502.14	Parents' Refusal of Care for Their Infant
NICU-PC-6502.16	High Risk Infant Follow-up Clinic
NICU-PC-6502.17	Retinopathy of Prematurity; Criteria for Screening and Exam
NICU-PC-6502.18	Rh Incompatibility, Identification, Reporting and Prevention
NICU-PC-6502.22	Family Centered Care in the NICU
NICU-PC-6505.01	Criteria for Neonatal Intensive Care Unit (NICU) Admission
NICU-PC-6507.02	Transport of an Infant from a Referral Hospital into KMC Neonatal Intensive Care Unit (NICU)
NICU-PC-6508.00	Peripheral Arterial Line, Assisting with Insertion, Nursing Maintenance and Removal
NICU-PC-6508.02	Peripherally Inserted Central Catheters, Assisting with Insertion, Nursing Maintenance and Removal
NICU-PC-6508.04	Umbilical Arterial and Venous Catheters: Assisting with Insertion, Nursing Maintenance and Removal
NICU-PC-6508.06	Radial Arterial Puncture
NICU-PC-6600	End of Life: Fetal/Neonatal/Palliative Care
NICU-PC-6605	NicView Streaming Video
NRS-PC-1150.55	Perianesthesia Patient Care and Discharge
NRS-PC-1171	Standardized Procedure Development
NRS-PC-1190.00	Continuous Monitoring Parameters
NRS-PC-1195	Cardiac Monitoring (Patients One Year of Age through Adult)

NRS-PC-1200	Chest Tube Care and Maintenance: Adult and Pediatric
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NRS-PC-1274	Leeches, Clinical Use of
NRS-PC-1275	Peripheral Arterial Lines
NRS-PC-1300.00	Standardized Procedure for Fetal Fibronectin Specimen Collection
NRS-PC-1350	Standardized Procedure for Bedside Swallow Screen, Aspiration Evaluation and Dysphagia Screening
NRS-PC-1370	Peripherally Inserted Central Catheters (PICC): Insertion, Care and Maintenance
NRS-PC-1375	Standardized Procedure Informed Consent – Peripherally Inserted Central Catheter – Registered Nurse to Obtain
NRS-PC-1380	Patient Day Reconciliation – Nursing Inpatient Census Statistics
NRS-PC-1430.00	Infant Formula Preparation and Storage
NRS-PC-1510.00	Postoperative Care (Post PACU Care)
NRS-PC-1770	Patient Allergy and Medication Assessment, Guideline for Use of
NRS-PC-1775.00	Pin Site Care for External Fixators
NRS-PC-1780	Bed Exit Alarm Assessment
NRS-PC-1800	Emergency Department Hospitality Volunteer Program
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PCS-PC-2870	Surgical Smoke Evacuation
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PCS-PC-2955	National Institute of Health Stroke Scale (NIHSS)
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PCS-PC-3000	Preparing and Maintaining a Sterile Field
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PCS-PC-3030	Intracerebral Hemorrhage Initial Assessment
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PCS-PC-3050	Administration of Ultrasound Contrast Agent
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PCS-PC-3090	Intra-Aortic Balloon Pump Management
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PCS-PC-4040	Identification, Management and Prevention of Adult ICU Delirium
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PCS-PC-4050	Laser Safety Program
PCS-PC-4055	Ketamine Ordering and Administration for the Treatment of Acute Pain
PCS-PC-4060	Emergent Therapy for Acute-Onset Severe Hypertension During Pregnancy and Postpartum
PCS-PC-4065	Infant Car Seat Challenge (ICSC)
PCS-PC-4070	Adult Nasogastric Tube (NGT)/Oral Gastric Tube (OGT) Placement, Verification and Maintenance
PCS-PC-4075	Medical Incapacity Hold
PCS-PC-4085	Photography for Pressure Injuries, MASD and IAD
PCS-PC-4090	Pupillometer
PCS-PC-4095	Standardized Procedure – Performing Dobutamine Stress Echo
PCS-PC-4105	Electroconvulsive Therapy (ECT)
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PCS-RI-120	Patient Belongings, Valuables and Home Medications
PCS-RI-130	Identification of Newborn – Hospital-Wide
PCS-RI-310	Involuntary Confinement: 72-Hour Hold (5150) (5151)
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PSY-PC-710	Family Involvement in the Patient's Treatment Plan

PSY-PC-730	Behavior Management
PSY-PC-740	Dual Diagnosed Psychiatric Patients
PSY-PC-750	Patient Checks and Unit Searches
PSY-PC-770	Outside Recreational Area, Access and Denial
PSY-PC-800	Admission Procedures
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PSY-PC-900	Meals and Snacks – The Handling of Meals and Snacks for Behavioral Health Patients
PSY-PC-905	180-Day Hold
PSY-PC-1005	Firearm Advisement and Notification
PSY-PC-1200	Group Programming
PSY-PC-1302	Court Ordered Admission Criteria
PSY-PC-1303	Conservatorship Admission Criteria
PSY-PC-1400	Process of Applying for Temporary Conservatorship
PSY-PC-1500	Transferring Patients from the Behavioral Health Unit
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PTM-PC-305	Inpatient Therapy Consultations and Screens
PTM-PC-310	Treatment Planning and Implementation
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RAD-PC-105	Critically Ill Patient Care
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RAD-PC-200	Venipuncture and Contrast Injections
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RAD-PC-850	Radiation Safety – Shielding and Holding of Patients
RAD-PC-900	Imaging Contingency Plan
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ADMINISTRATION

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ADM-EC-313	Family Presence and Visitor Guidelines
ADM-EC-700	Code Pink – Abduction Prevention and Response
ADM-EC-705	Code Purple – Abduction Prevention and Response Plan
ADM-EC-708	Key and Lock Control Program
ADM-EC-710	Code Gray – Combative Person
ADM-EC-713	Medical Waste: Segregation and Disposal
ADM-EC-718	Safe Medical Devices Act (SMDA) Reporting
ADM-EC-721	Injury and Illness Prevention Program (IIPP)
ADM-EC-725	Code Silver – Hostage Incident/Person with a Weapon
ADM-EC-730	Code Yellow – Bomb Threat
ADM-EC-735	Fire Extinguishers
ADM-EC-740	Patient Elopement and Response Plan, Code Green
ADM-EC-745	Code Black – Active Shooter Situation Response
ADM-EC-750	Heliport Safety, Use and Access
ADM-EC-760	Use of Relocatable Power Tap and Special Purpose Relocatable Power Tap
ADM-EC-765	Code Red – Fire
ADM-EC-770	Decoration Policy
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ADM-EC-785	Chemical Agents
ADM-EC-790	Weapons and Firearms Policy
ADM-HR-100	Workplace Violence Prevention
ADM-HR-105	Exempt Employee Payroll
ADM-HR-110	Physician Time Accountability
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ADM-HR-120	Disruptive Behavior, Discrimination and Harassment
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ADM-IC-205	COVID-19 Vaccination Tracking and Mitigation Program
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ADM-IM-120	Record Retention and Destruction
ADM-IM-125	Security, Confidentiality and Integrity of Information

ADM-IM-242	New Hire and Change of Status: Information Systems Access
ADM-IM-274	Acceptable Use of Computing Infrastructure
ADM-IM-315	Request for New Form, Revision to Existing Form or to Discontinue an Existing Form
ADM-IM-330	Acceptance of Subpoenas for Medical and Billing Records
ADM-IM-425	Missing Documents with Protected Health Information (PHI)
ADM-IM-430	SBAR Hand-Off Communication
ADM-IM-435	Access to the Electronic Health Record by Third Parties
ADM-IM-480	Charge Description Master (CDM) Maintenance and Change Control
ADM-IM-500	Routine Supply
ADM-IM-550	The Legal Medical Record
ADM-IM-555	Release of Information to Law Enforcement for Violent Crimes
ADM-IM-650	Orders for Hospital Outpatient Tests and Services
ADM-LD-101	Administrative Designee
ADM-LD-109	Hospital Organizational Chart
ADM-LD-114	Policy and Procedure Development
ADM-LD-115	Rapid Education Distribution (R.E.D.) Alert
ADM-LD-125	Space Utilization Review Committee
ADM-LD-309	Response to Regulatory Agencies
ADM-LD-400	Equipment and Supplies: Procurement and Lending
ADM-LD-405	Disposal of Property Owned by Kern Medical Center
ADM-LD-617	Workforce Training
ADM-LD-620	Education Expense Reimbursement
ADM-LD-630	Patient Flow, Management of
ADM-LD-640	Code of Conduct and Business Ethics
ADM-LD-650	Clinical Chain of Command
ADM-LD-700	Conflict of Interest
ADM-LD-710	Filing a Government Tort Claim against the Organization
ADM-LD-715	Electronic Health Record Transition and Implementation
ADM-LD-720	Vendor Representation on Hospital Premises
ADM-MM-100	Pharmaceutical Representatives – Rules of Conduct
ADM-MM-110	Self-Prescribing, Prescribing for Family Members and/or Friends - Inpatient
ADM-MS-200	On-Call Physicians
ADM-PC-100	First Responders' Exposure to Infectious Community Agents
ADM-PC-145	Patient Volunteer Program
ADM-PC-302	Spiritual, Emotional and Attitudinal Support of Patients and Hospital Personnel, Plan for
ADM-PC-311	Transfers from another Facility (Non-Psychiatric Patients)
ADM-PC-312	Transfers to another Facility (Non-Psychiatric Patients)

ADM-PC-317	Visitor/Non-Registered Patient Injuries
ADM-PC-318	Pain Management
ADM-PC-325	Preprinted Physician Orders
ADM-PC-606	Disposition of Deceased Persons and their Belongings
ADM-PC-610	Volunteer – Victim Chaplain Association (VCA)
ADM-PC-615	Crisis Standards of Care Documentation
ADM-PC-620	Inpatient Patient Day and Patient Day Charge Reconciliation
ADM-PI-120	Sentinel/Adverse Events, Provider-Preventable Conditions and/or Unusual Occurrences Management
ADM-PI-504	Kern Medical Center Quality Management and Performance Improvement Plan
ADM-RI-100	Organ Donation after Brain Death
ADM-RI-105	Organ Donation after Cardiac Death (DCD)
ADM-RI-107	Tissue Donation
ADM-RI-110	Diligent Search for Unidentified Persons
ADM-RI-111	Informed Consent, How to Obtain
ADM-RI-130	Risk Management Plan
ADM-RI-202	Photography and Recording
ADM-RI-203	Media Policy
ADM-RI-235	Ethics Committee (Formerly Bioethics Committee)
ADM-RI-306	Advance Health Care Directive – Written and Verbal
ADM-RI-307	Patient Rights and Responsibilities
ADM-RI-308	Patient Accommodations at Kern Medical Center
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ADM-RI-501	Complaints/Grievance Resolution
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ADM-RI-602	Paul Gann Blood Safety Act Requirements
ADM-RI-603	Evidence Collection and Foreign Bodies Sent to Pathology
ADM-RI-604	Determination of Brain Death
ADM-RI-605	Requesting a Probate Conservator or Court Order Authorizing Medical Treatment
ADM-RI-611	Language (Interpretation) Assistive Services
ADM-RI-614	Disposition of Personal Property of Deceased Patients
ADM-RI-617	Resuscitation Status
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ADM-RI-660	Patient Non-Discrimination
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ADM-RI-690	Serving a Diverse Patient Population (LGBTQI+)
ADM-RI-695	Withholding and Withdrawing Life Sustaining Treatment

CANCER REGISTRY

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CRP-CC-3.2	Psychosocial Distress Screening
CRP-CC-3.3	Survivorship Care Plan
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CRP-CS-2.3	Risk Assessment and Genetic Counseling
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CRP-DQ-5.3-4	Follow-Up of All Patients and Follow-Up of Recent Patients
CRP-DQ-5.5	Data Submissions, NCDB
CRP-DQ-5.6	Accuracy of Data
CRP-DQ-5.7	Commission on Cancer Special Studies
CRP-ER-1	Facility Accreditation
CRP-ER-2	Cancer Committee Authority
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CRP-OP-6.5	Case Finding
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CRP-OP-6.9	Submission of Data to the California Cancer Registry
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CRP-PM-1.12	Public Reporting of Outcomes
CRP-PM-1.2	Cancer Committee Membership
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CRP-PM-1.5	Cancer Program Goals
CRP-PM-1.6	Cancer Registry Quality Control Plan
CRP-PM-1.7	Monitoring Conference Activity
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CRP-PO-4.3	Cancer Liaison Physician Responsibilities
CRP-PO-4.4	Accountability Measures
CRP-PO-4.5	Quality Improvement Measures
CRP-PO-4.6	Monitoring Compliance with Evidence-Based Guidelines
CRP-PO-4.7	Studies of Quality
CRP-PO-4.8	Quality Improvements

CARDIOPULMONARY

CPS-HR-204.00	New Employee Orientation
CPC-IC-600	Cleaning of Respiratory Therapy Equipment
CPS-IC-604.0	Disassembly and Cleaning of Contaminated Equipment
CPS-IC-604.50	Equipment Change
CPS-IC-607.00	Bacteriological Monitoring
CPS-IC-610.0	Equipment for Repair
CPS-LD-200.0	Respiratory Therapy Management
CPS-LD-207.00	Educational Requirements
CPS-PC-301	Ordering Respiratory Therapy
CPS-PC-303	Clarification of a Questionable Order
CPS-PC-304	Master Sheet/Assignment Sheet
CPS-PC-304.2	Charge Log
CPS-PC-305	Adverse Reaction
CPS-PC-306.1	Patient Education
CPS-PC-400.00	Mechanical Ventilation
CPS-PC-401	Ventilator Rounds
CPS-PC-405	Aerosol Therapy – Inline on Mechanical Ventilator
CPS-PC-406.5	Mechanical Ventilation in the Neonatal Intensive Care Unit (NICU)
CPS-PC-407	Continuous Positive Airway Pressure (CPAP) in the Neonatal Intensive Care Unit
CPS-PC-407.50	High Frequency Ventilation in the NICU
CPS-PC-408.00	Intubation in the NICU
CPS-PC-409	RT Responsibilities and Staffing in the NICU
CPS-PC-411	Chest Manipulation Therapy
CPS-PC-416	Sputum Induction
CPS-PC-417.5	Metered Dose Inhaler
CPS-PC-421	Charting Procedures for Breathing Treatment
CPS-PC-428.00	BiPAP
CPS-PC-431	Intrapulmonary Percussive Ventilation
CPS-PC-502.50	Supplemental Oxygen Delivery for Neonates and Infants
CPS-PC-506.00	Patient Transport
CPS-PC-509	Oxygen Analyzers
CPS-PC-700.00	High Flow Humidified Oxygen
CPS-PC-730.50	Initiation and Maintenance of Artificial Airways
CPS-PC-809	Suctioning
CPS-PC-811	Surfactant Replacement Therapy in the NICU
CPS-PC-812.50	Transcutaneous Carbon Dioxide Monitoring in the NICU

CPS-PC-813.00	C02 Analyzer
CPS-PC-815.00	Pulse Oximetry
CPS-PC-817.00	Arterial Sampling
CPS-PC-818.00	Respiratory Therapy Referrals
CPS-PC-819.00	Self Evaluation
CPS-PC-900.00	Intraoperative Autotransfusion
CPS-PC-910	RT Responsibilities and Staffing for Catheterization Lab Patients
CPS-PC-915	Mechanical Ventilation Liberation Protocol for Adult Patients (18 Years of Age or Older)

ENGINEERING

ENG-EC-101	Utility Management
ENG-EC-102	Environmental Compliance
ENG-EC-103	Low Level Radioactive Waste Management
ENG-EC-104	Air Pollution Emission and Control
ENG-EC-105	Fire Safety
ENG-EC-106	Inventory Management of Medical Equipment
ENG-EC-107	Emergency Response
ENG-EC-108	Biomedical Waste Management
ENG-EC-109	Fuel Storage Tank Management
ENG-EC-110	Hazardous Waste Management
ENG-EC-111	Environmental Potable (Drinking) Water Supply
ENG-EC-112	Waste Oil Management
ENG-EC-113	Wastewater Discharge
ENG-EC-115	Spill Prevention, Control and Countermeasure Plan (SPCC)
ENG-EC-117	Lead Management
ENG-EC-119	KCHA Vehicle Use and Driving Standards
ENG-HR-101	General Work Rules
ENG-IC-101	Maintenance of Ice Machines
ENG-LD-101	Safety Meetings
ENG-LD-102	Maintenance Work Request System
ENG-LD-103	Repairs and Maintenance
ENG-LD-104	Preventive Maintenance
ENG-LD-105	Environmental Due Diligence for Property Transfer

ENVIRONMENT OF CARE

ADM-EC-100	Signage Policy
ADM-EC-313	Family Presence and Visitor Guidelines
ADM-EC-700	Code Pink – Abduction Prevention and Response
ADM-EC-705	Code Purple – Abduction Prevention and Response Plan
ADM-EC-708	Key and Lock Control Program
ADM-EC-710	Code Gray – Combative Person
ADM-EC-713	Medical Waste: Segregation and Disposal
ADM-EC-718	Safe Medical Devices Act (SMDA) Reporting
ADM-EC-721	Injury and Illness Prevention Program (IIPP)
ADM-EC-725	Code Silver – Hostage Incident/Person with a Weapon
ADM-EC-730	Code Yellow – Bomb Threat
ADM-EC-735	Fire Extinguishers
ADM-EC-740	Patient Elopement and Response Plan, Code Green
ADM-EC-745	Code Black – Active Shooter Situation Response
ADM-EC-750	Heliport Safety, Use and Access
ADM-EC-760	Use of Relocatable Power Tap and Special Purpose Relocatable Power Tap
ADM-EC-765	Code Red – Fire Policy
ADM-EC-770	Decoration Policy
ADM-EC-780	Hazardous Spill – Code Orange
ADM-EC-785	Chemical Agents
ADM-EC-790	Weapons and Firearms Policy
ENG-EC-101	Utility Management
ENG-EC-102	Environmental Compliance
ENG-EC-103	Low Level Radioactive Waste Management
ENG-EC-104	Air Pollution Emission and Control
ENG-EC-105	Fire Safety
ENG-EC-106	Inventory Management of Medical Equipment
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ENG-EC-108	Biomedical Waste Management
ENG-EC-109	Fuel Storage Tank Management
ENG-EC-110	Hazardous Waste Management
ENG-EC-111	Environmental Potable (Drinking) Water Supply
ENG-EC-112	Waste Oil Management
ENG-EC-113	Wastewater Discharge
ENG-EC-115	Spill Prevention, Control and Countermeasure Plan (SPCC)

ENG-EC-117	Lead Management
ENG-EC-119	KCHA Vehicle Use and Driving Standards
ENG-EC-120	Forklift Operation and Maintenance Program
EOC-IM-100	Hazardous Materials and Waste Management Plan
EOC-IM-101	Safety and Security Management Plan
EOC-IM-104	Hospital Emergency Operations Plan
EOC-IM-105	Fire Safety Management Plan
EOC-IM-107	Medical Equipment Management Plan
EOC-IM-108	Utilities Management Plan
EOC-IM-111	Compressed Gas Cylinder Storage and Handling
EOC-IM-112	Roof Access for Building with Potential Roof Top Hazards
EOC-IM-113	Interim Life Safety Measures
EOC-IM-114	Utility Clinical Interventions Plan
EOC-IM-115	COOP and Recovery Plan
EOC-IM-120	Hospital Surge Plan
EOC-IM-125	Communications Plan
EOC-IM-130	Security Management Plan
ICM-EC-220	Environmental Sampling
ISD-EC-800	Emergency Fire Procedure
ISD-EC-801	Departmental Computer System Unscheduled Downtime Procedure
PAC-EC-201	Patient Access Org Chart
PAC-EC-301	Office Standards
PAT-EC-202	Office Theme and Vision
PAT-EC-203	Office Layout Patient Accounting Buildings 9 and 12
PAT-EC-204	Revenue Cycle Organizational Chart
PAT-EC-301	Office Standards
PAT-EC-308	Break Room
PAT-EC-501	Customer Service – Etiquette
PAT-EC-701	Patient Accounting Department MSDS (Material Safety Data Sheet)
PHA-EC-100	Pharmacy Security
PHA-EC-105	Storage of Flammable Substances
PCS-EC-110	Management of Patients Treated with I-131
PCS-EC-115	Medication Storage and Security
PCS-EC-120	Alarm Systems – Clinical Monitoring, Management and Intervention

PCS-EC-130	Refrigerator/Freezer Temperature Log
PCS-EC-140	Portable HEPA Air Filtration Units
PCS-EC-145	Environmental Controls, Pressure Differentials, Temperature and Humidity Monitoring
PSY-EC-100	Safety Management
PSY-EC-200	Elopement, Mental Health Patient
PSY-EC-300	Contraband – The Handling of Contraband within the Behavioral Health Unit
PSY-EC-400	Key Policy
PSY-EC-500	KMC Security/Law Enforcement Personnel in the Psychiatric Unit
PSY-EC-510	Weapons Storage outside the Psychiatric Unit
PTM-EC-230	Equipment Maintenance
RAD-EC-100	Disaster Plan – Department of Radiology Specific
RAD-EC-101	Fire Plan: Department of Radiology Specific Protocol
RAD-EC-103	Use, Storage and Monitoring Report of Film Badges
RAD-EC-104	Safety: Electrical and Mechanical in the Radiology Department
RAD-EC-105	Radiation Safety
RAD-EC-106	Pregnancy: Occupational Worker
RAD-EC-107	Radiation Safety, Lead Apron Radiation Protection Device (RPD) Evaluations
RAD-EC-110	Supplies: Emergency Procurement
RAD-EC-120	Contrast Warmer
RAD-EC-140	Security in the Radiology Department
RAD-EC-150	Security at Sagebrush Radiology
RAD-EC-200	ALARA Program Kern Medical
RAD-EC-210	MRI Code Red
SPP 100.00	Patient Transport Policy Statement
SPP 101.00	Environmental Services Personnel
SPP 102.00	Environmental Services Cleaning Methods
SPP 103.00	Routine Cleaning
SPP 201.00	Hazardous Materials, Regulated Medical Waste
SPP 300.00	Isolation Room Cleaning Procedures
SPP 301.00	Isolation Precaution – Clothing Barrier Procedures
SPP 302.00	Isolation Precautions – Bagging
SPP 303.00	Isolation – Blood and Body Fluid Spills
SPP 304.00	Isolation Precaution – Daily Cleaning
SPP 305.00	Isolation Precaution – Restroom Cleaning
SPP 306.00	Isolation Precaution – Discharge Cleaning

SPP 400.00	Isolation – Daily Isolation Procedures
SPP 401.00	Isolation – Terminal Isolation
SPP 500.00	Patient Room Cleaning
SPP 501.00	Patient Room – Checkout Procedure
SPP 600.00	Handwashing

HEALTH INFORMATION SERVICES

ADM-IM-100	Abbreviation List, Hospital Approved
ADM-IM-105	Maintenance of Computer Access to the Hospital Information System for Authorized Users
ADM-IM-120	Record Retention and Destruction
ADM-IM-125	Security, Confidentiality and Integrity of Information
ADM-IM-242	New Hire and Change of Status: Information Systems Access
ADM-IM-274	Acceptable Use of Computing Infrastructure
ADM-IM-315	Request for New Form, Revision to Existing Form or to Discontinue an Existing Form
ADM-IM-330	Acceptance of Subpoenas for Medical and Billing Records
ADM-IM-425	Missing Documents with Protected Health Information (PHI)
ADM-IM-430	SBAR Hand-Off Communication
ADM-IM-435	Access to the Electronic Health Record by Third Parties
ADM-IM-480	Charge Description Master (CDM) Maintenance and Change Control
ADM-IM-500	Routine Supply
ADM-IM-550	The Legal Medical Record
ADM-IM-555	Release of Information to Law Enforcement for Violent Crimes
ADM-IM-650	Orders for Hospital Outpatient Tests and Services
AMB-IM-101	Ancillary Results/Follow-Up
AMB-IM-105	Maintenance of the Problem Summary and Medication Lists
CAT-IM-100	Scheduling of Patients for Cardiac Catheterization and Special Radiology Procedures
COL-IM-408	Bad Debt Indicators
COL-IM-409	Charges, Payments and Collections Policy
COL-IM-410	Collection Agency Assignments
COL-IM-412	Discharge of Accounts
COL-IM-413	John and Jane Doe Accounts
COL-IM-901	Financial Classes
COM-IM-200	Kern Medical Information Security Strategy
COM-IM-201	Information Security Program
COM-IM-202	Information Security Officer
COM-IM-203	Information Security Control Management
COM-IM-204	Security Audit and Compliance Review

COM-IM-205	Security Policy, Procedures and Technical Standard Documentation
COM-IM-224	Security Incident Response
COM-IM-226	Business Continuity and Disaster Recovery
COM-IM-231	Information Classification
COM-IM-233	Storage Media and Hard Copy
COM-IM-234	Information and Media Disposal
COM-IM-241	Identification and Authorization
COM-IM-243	IS User Roles, Rights and Responsibilities
COM-IM-251	Identity Management
COM-IM-252	Access to Information Systems
COM-IM-254	Business Associate Access Management
COM-IM-261	Computing Infrastructure Physical Security
COM-IM-263	Remote Access
COM-IM-264	Portable Data Storage Devices
COM-IM-265	Visitor and Vendor Access Management
COM-IM-266	Physical Access, Audit and Logging
COM-IM-271	Workforce Participation, Responsibilities and Enforcement
COM-IM-272	Acceptable Use and Transmission of Information (Email and Web)
COM-IM-273	Acceptable Use of Access Credentials
COM-IM-274	Acceptable Use of Electronic Data and Voice Infrastructure
COM-IM-275	User Notification
COM-IM-314	Confidentiality
COM-IM-320	Uses and Disclosures of Protected Health Information Requiring Patient Authorization
COM-IM-325	Uses and Disclosures of Protected Health Information
COM-IM-345	Minimum Necessary Use and Disclosure of Protected Health Information (PHI)
COM-IM-350	Verification of Persons or Entities Requesting Disclosure of PHI
COM-IM-355	Access to PHI and Use for Notification – Verification of Family and Friends
COM-IM-360	Amendment of Protected Health Information
COM-IM-365	Marketing/Fundraising
COM-IM-370	Use and Disclosure of Psychotherapy Notes
COM-IM-375	Patient's Right to Access Protected Health Information (PHI)
COM-IM-380	Patient Authorization for Future Contact for Research Purposes
COM-IM-385	Accounting for Disclosures of Protected Health Information (PHI)
COM-IM-390	Use and Disclosure of Protected Health Information (PHI) for Research Purposes
COM-IM-395	Limited Data Sets
COM-IM-400	De-identification and Re-identification of Protected Health Information (PHI)
COM-IM-405	Designated Record Set

COM-IM-410	Transaction and Code Sets
COM-IM-415	Mandatory Reporting Requirements
COM-IM-420	Use and Disclosure by Employers
COM-IM-430	Identity Theft and Patient Misidentification – Prevention and Response
COM-IM-435	Business Associate Agreement
COM-IM-440	Outpatient Services and Medicare Three-Day Window
COM-IM-445	Medical Necessity Billing for Services Rendered
COM-IM-455	Search Warrants
COM-IM-460	Patient’s Right to Request Restrictions on Use/Disclosure of Protected Health Information under the Health Information Technology for Clinical Health (HITECH)
COM-IM-465	Social Networking
COM-IM-470	Research Use of Electronic Data under the HITECH Act
COM-IM-475	Faxing of Protected Health Information
COM-IM-480	Advance Beneficiary Notice – Outpatient Services
COM-IM-485	Office of Inspector General Self-Disclosure
COM-IM-490	Recovery Audit Contractors
COM-IM-495	Requests for Data from Third Parties
COM-IM-500	Use of Kern Medical Center Health Information Systems Database for Research Purposes
COM-IM-550	Research Records Storage, Retention and Destruction
COM-IM-555	Research Statistician Access and Utilization
COM-IM-560	Shredding Bin Use and Security
EOC-IM-100	Hazardous Materials and Waste Management Plan
EOC-IM-101	Safety and Security Management Plan
EOC-IM-104	Hospital Emergency Operations Plan
EOC-IM-105	Fire Safety Management Plan
EOC-IM-107	Medical Equipment Management Plan
EOC-IM-108	Utilities Management Plan
EOC-IM-111	Compressed Gas Cylinder Storage and Handling
EOC-IM-112	Roof Access for Building with Potential Roof Top Hazards
EOC-IM-113	Interim Life Safety Measures
EOC-IM-114	Utility Clinical Interventions Plan
EOC-IM-115	COOP and Recovery Plan
EOC-IM-120	Hospital Surge Plan
EOC-IM-125	Communications Plan
EOC-IM-130	Security Management Plan
FIN-IM-100	False Cost Reports
FIN-IM-105	Cost Report Preparation

FIN-IM-110	KMCHP Claims Submission, Payment and Dispute Policy
FIN-IM-115	Account Reconciliation
FIN-IM-120	Expense Recognition and Accrued Liabilities
FIN-IM-125	Guidelines for Establishing Bad Debt Reserves
FIN-IM-130	Guidelines for Reimbursement and Contractual Reserve Calculations
FIN-IM-135	Physical Inventory of Fixed Assets
FIN-IM-140	Prepaid Expenses
FIN-IM-145	Unclaimed Property
FIN-IM-150	Vendor Payment Practices
FIN-IM-155	Petty Cash Funds
FIN-IM-165	County Financial Management System (FMS) Reconciliation
GME-IM-101	Resident Policy Manual
HIS-IM-100	Policy and Procedure Manuals
HIS-IM-103	Access to Health Information Services Department
HIS-IM-104	Supplies
HIS-IM-200	Response to Requests for Release of Information
HIS-IM-201	Charges for Medical Records
HIS-IM-204	Delivery of Copied Records
HIS-IM-205	Subpoena for Medical Information
HIS-IM-206	Completion of Forms and Letters
HIS-IM-207	Medical Record Copy Service
HIS-IM-208	Processing of Adult and Live Born Infant Deaths
HIS-IM-209	Fetal Death Certificate
HIS-IM-210	Accounting for Use or Disclosures
HIS-IM-300	Coding of Medical Records
HIS-IM-301	Abstracting of Medical Record Information
HIS-IM-302	Unbilled Account Management
HIS-IM-308	Fundamentals of Coding
HIS-IM-400	Reconciliation and Accounting of Medical Records for Discharged Patients
HIS-IM-401	Reconciliation of Transcribed Reports
HIS-IM-402	Quantitative Analysis of Documentation of Same Day Surgery
HIS-IM-403	Analyzing Medical Records for Inpatient Encounters
HIS-IM-404	Medical Record Chart Assembly Format for Active OB Patients
HIS-IM-409	Dictated Report Follow-up
HIS-IM-412	Scanning of Medical Record Documents
HIS-IM-413	Chart Preparation
HIS-IM-414	Quality Control and Indexing
HIS-IM-415	Retiring of Incomplete Medical Records
HIS-IM-500	Dictation Work Types

HIS-IM-501	Transcription Quality Assurance and Management
HIS-IM-502	Transcription Software
HIS-IM-503	Dictation System
HIS-IM-504	Distribution of Completed Documents
HIS-IM-505	Dictating Instructions
HIS-IM-507	Locating Reports
HIS-IM-509	Importing Transcribed Documents
HIS-IM-511	Backup Transcription Files
HIS-IM-513	Voice Message on VoiceWriter
HIS-IM-515	Reports Generated to Transcription Service
HIS-IM-519	Creating an Originator
HIS-IM-520	Provider ID in ChartScript
HIS-IM-521	Dictation Stations
HIS-IM-522	System Solutions
HIS-IM-600	Filing System for Scanned Medical Records
HIS-IM-601	Chart Transportation
HIS-IM-602	Retrieval and Delivery of all Medical Records for Discharged Patients
HIS-IM-603	Obstetrics Clinic Medical Records
HIS-IM-604	Computer System Downtime
HIS-IM-605	Closed Medical Records
HIS-IM-606	Storage Maintenance of Medical Records
HIS-IM-607	Monitoring and Correction of Duplicate MPI Entries

ISD-IM-221	Security Risk and Compliance Assessment
ISD-IM-222	Security Patch Management
ISD-IM-223	IS Computer Security
ISD-IM-253	Cryptographic Control Management
ISD-IM-255	Auditing and Accountability
ISD-IM-276	Software and Information Property Rights
ISD-IM-281	Asset Management and Protection
ISD-IM-282	Configuration Management
ISD-IM-283	Secure Network Management
ISD-IM-284	Wireless Network Security
ISD-IM-286	Secure System Builds
ISD-IM-287	Software Security
ISD-IM-300	Pager, Cellular Telephone and Tablet Usage
ISD-IM-400	Report Distribution
ISD-IM-401	Equipment and System Service Procedure and Logs
ISD-IM-402	Preventative Maintenance
ISD-IM-404	Computer System Backups and Restore
ISD-IM-405	Employee Login Maintenance to Add New Employees

ISD-IM-409	Secure Access Procedure
ISD-IM-410	IS Physical Security
ISD-IM-411	IS Security Incident Response
ISD-IM-503	Disposal of IT Assets
JCS-IM-503	Youth Health Care Monitoring and Audits
OPE-IM-2104.02	Scheduling of Surgical Procedures
PAC-IM-104	DFNB Account Maintenance for FCs and PSRs
PAC-IM-203	Homeless Address Patient Registration
PAC-IM-219	Adding Auto Insurance Medical Payers
PAC-IM-229	Registration of Patients
PAC-IM-306	California Children's Services (CCS) Eligibility and Authorizations
PAC-IM-401	Emergency Department Registration
PAC-IM-403	Referral of Self-Pay Patients for Medi-Cal Application IP ER
PAC-IM-404	Insurance Verification
PAC-IM-405	Admitting Department Downtime Procedure
PAC-IM-406	Financial Assistance Requirements
PAC-IM-414	Standardized STAR Notices during Patient Registration and Patient Encounters
PAC-IM-415	Processing Referrals for Outpatient Specialty Clinics
PAC-IM-416	Registration for Outpatient Clinics and Diagnostic Testing
PAC-IM-417	Registration for Direct Inpatient Admissions
PAC-IM-418	Pre-Registration and Registrations for Surgery
PAC-IM-419	Pre-Registration of OB Patients
PAC-IM-420	Ancillary Outpatient Registration Paper Flow
PAC-IM-421	Pre-Service Registration and Authorization for Scheduled Surgical Services
PAC-IM-424	Bad Address Update
PAC-IM-425	Cancel Admission/No Show Patient Accounts
PAC-IM-426	End of Day Process
PAC-IM-427	Routing of Patient Messages for Clinical Follow-Up
PAC-IM-428	Quality Assurance for Patient Registration and Admitting
PAC-IM-429	Appointed Patient Sign-in Process
PAC-IM-430	Plan Code Change on Active Series Accounts
PAC-IM-431	Registration of Patient with Medi-Cal Family Share of Cost
PAC-IM-432	Trauma Registration
PAC-IM-433	Emergency Admitting Department Scanning Process
PAC-IM-434	Admitting Indexing of Scanned Records with Quality Control
PAC-IM-435	Emergency Admitting Department Imaged Record Destruction

PAC-IM-440	Cash Accounts Collection at the Point of Service
PAC-IM-501	Patient Demographics for Paramedic and Ambulance Service Companies
PAC-IM-506	Emergency Department (ED) Quick Registration
PAC-IM-601	Quality Audits
PAC-IM-950	Master Insurance Directory
PAC-IM-951	How to Apply/Obligate a Medi-Cal Share of Cost
PAC-IM-955	Hospital Presumptive Eligibility (PE) Program
PAC-IM-960	Charity Care Program
PAC-IM-965	Patient Rights and Responsibilities
PAC-IM-970	Important Messages from Medicare
PAC-IM-975	Notice of Privacy Practices/Release of Information
PAC-IM-980	Medicare Medical Necessity Verification Procedure (ABN)
PAC-IM-985	Orders for Hospital Outpatient Tests and Services

PAT-IM-401	F/C A Accounts
PAT-IM-402	F/C B Accounts
PAT-IM-403	F/C C Accounts
PAT-IM-404	Billing and Follow-up – Financial Class “D” Accounts
PAT-IM-405	Elderlife Accounts
PAT-IM-407	F/C G and GR Accounts
PAT-IM-408	F/C GA and GB Accounts
PAT-IM-409	F/C GD and GK Accounts
PAT-IM-410	F/C GF Accounts
PAT-IM-411	F/C GM Accounts
PAT-IM-412	F/C GO Accounts
PAT-IM-413	F/C GS Accounts
PAT-IM-414	F/C GY Accounts
PAT-IM-415	F/C H Accounts
PAT-IM-416	Billing and Follow-up – Financial Class “M” and “MB” Accounts
PAT-IM-417	F/C O Accounts
PAT-IM-418	F/C Q Accounts
PAT-IM-419	Medi-Cal CCS Accounts
PAT-IM-420	Combine and Un-Combine Accounts
PAT-IM-421	Telephone Systems/Audix Setup for Business Office
PAT-IM-422	Performance of Standard Billing Procedures
PAT-IM-423	Adjustments onto Patient Accounts
PAT-IM-424	Entering Notes on Accounts in STAR (HBO)
PAT-IM-425	Accounts Receivable (AR) Request Form
PAT-IM-427	Claims Administrator
PAT-IM-428	Claims Administrator – Mass Output Process
PAT-IM-429	Quality Assurance for Registration and Admitting

PAT-IM-430	Insurance
PAT-IM-431	Third Party Claims Denial Process
PAT-IM-432	Working of Failed Claims in STAR and EC2000 (Claims Administrator)
PAT-IM-433	TAR Shipments to Fresno
PAT-IM-434	Financial Credit Network Invoice Payment Reconciliation
PAT-IM-435	Twin Agency Invoice Reconciliation
PAT-IM-436	EC2000 Import and Balancing
PAT-IM-437	EC2000 Export and Balancing
PAT-IM-438	EC2000 Billing Medicare Emergency Room Accounts
PAT-IM-439	EC2000 Billing Medicare OP Accounts, Excluding ER
PAT-IM-440	EC2000 Reports for Management Review
PAT-IM-441	EC2000 Troubleshooting within EC2000 – Claims Adm.
PAT-IM-442	Payer Reports Entered via Claims Tracking
PAT-IM-443	Reference Files and Form Maintenance for EC2000
PAT-IM-444	Form Reports to be Kept Undated and On-File
PAT-IM-445	Claims Maintenance via EC2000 (Claims Administrator)
PAT-IM-901	CHDP (California Health and Disability Program)
PAT-IM-902	Financial Class AH and BH Billing and Follow-up
PAT-IM-903	Financial Class DH Home Health Billing and Follow-up
PAT-IM-904	Financial Class GH Home Health Billing and Follow-up
PAT-IM-905	Financial Class GP Billing and Follow-up
PAT-IM-906	Financial Class J Billing and Follow-up
PAT-IM-907	Financial Class K Billing and Follow-up
PAT-IM-908	Financial Class KH Home Health Billing and Follow-up
PAT-IM-909	Financial Class MH Home Health Billing and Follow-up
PAT-IM-910	Financial Class SS Billing and Follow-up
PAT-IM-911	Financial Class W Billing and Follow-up
PAT-IM-912	Financial Class XH Home Health Billing and Follow-up
PAT-IM-913	Risk Management Accounts – Billing and Follow-up
PAT-IM-914	Elderlife 50% Billing and Follow-up
PAT-IM-915	Outside Services
PAT-IM-916	Un-prelisting Accounts
PAT-IM-917	Transfer BD to AR
PAT-IM-918	Delete and Add Insurance Plan Process
PAT-IM-919	To STAR Accounts
PAT-IM-920	Changing Follow-up Schedules
PAT-IM-921	Payment Transfers
PAT-IM-922	Post-Balance Transfers
PAT-IM-923	Ancillary Corrections/Adjustments
PAT-IM-925	Credit Balance/Refund Process
PAT-IM-926	Overpayments and Returns/Refunds

PCS-IM-100	Identification of Patients
PCS-IM-105	Changing of Demographic Information
PCS-IM-125	Device Tracking
PFS-IM-913	CPT Estimating
PHA-IM-100	Pharmacy Information System
PHA-IM-105	Patient Profiles Maintained and Reviewed by Pharmacy
PHA-IM-110	Pharmacy Reference
PHA-IM-140	Inpatient Pharmacy Downtime Procedure
PHA-IM-145	CPOE Pharmacist Scope of Practice
PHA-IM-150	Management of Pharmacy Formulary and Medication System Changes – Standard Operating Procedure
PSY-IM-100	Inter-Shift Report
RAD-IM-100	Retention of Radiology Records
RAD-IM-110	PACS and Computer Downtime Responsibilities
RAD-IM-120	Burning Radiology Records to CDs

HUMAN RESOURCES

ADM-HR-100	Workplace Violence
ADM-HR-105	Exempt Employee Payroll
ADM-HR-110	Physician Time Accountability
ADM-HR-115	Physician Job Performance
ADM-HR-120	Disruptive Behavior, Discrimination and Harassment
ADM-HR-130	Vacation, Sick Leave and Holidays for Employed Physicians
CPS-HR-204.00	New Employee Orientation
ENG-HR-101	General Work Rules
HRM-HR-100	Human Resources Management: Authority
HRM-HR-101.00	Purpose and Function
HRM-HR-102.00	Operation of the Human Resources Department
HRM-HR-103.00	Personnel Files: Types, Location and Contents
HRM-HR-103.01	Personnel Files, Access to
HRM-HR-103.02	Personnel Files: Release of Employee Information
HRM-HR-200.00	Position Control
HRM-HR-200.01	Position Control – Transferring Positions
HRM-HR-200.02	Position Control – Backfilling Vacancies
HRM-HR-200.03	Position Control – Adding Positions
HRM-HR-201.00	Hiring Policy
HRM-HR-202.00	Candidate Selection
HRM-HR-203.00	Types of Appointment – Definition of Terms
HRM-HR-203.01	Retired Employee Hiring
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NRS-HR-1185	Staff Orientation, Education and Competency Plan
PAC-HR-302	Office Hours
PAC-HR-303	Attendance
PAC-HR-304	Time Cards – Employee Time Record
PAC-HR-305	Time Off Requests
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PAT-HR-303	Attendance
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PHA-HR-105	Guidelines for Department of Pharmacy Scheduling Work Hours
PSY-HR-115	Ethical Relationships between Psychiatric Patients and Staff
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RAD-HR-100	General Orientation of New Radiology Department Personnel

INFORMATION SYSTEMS

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ADM-IM-315	Request for New Form, Revision to Existing Form or to Discontinue an Existing Form
ADM-IM-330	Acceptance of Subpoenas for Medical and Billing Records
ADM-IM-425	Missing Documents with Protected Health Information (PHI)
ADM-IM-430	SBAR Hand-Off Communication
ADM-IM-435	Access to the Electronic Health Record by Third Parties
ADM-IM-480	Charge Description Master (CDM) Maintenance and Change Control
ADM-IM-500	Routine Supply
ADM-IM-550	The Legal Medical Record
ADM-IM-555	Release of Information to Law Enforcement for Violent Crimes
ADM-IM-650	Orders for Hospital Outpatient Tests and Services
AMB-IM-101	Ancillary Results/Follow-Up
AMB-IM-105	Maintenance of the Problem Summary and Medication Lists
CAT-IM-100	Scheduling of Patients for Cardiac Catheterization and Special Radiology Procedures
COL-IM-408	Bad Debt Indicators
COL-IM-409	Charges, Payments and Collections Policy
COL-IM-413	John and Jane Doe Accounts
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COM-IM-200	Kern Medical Information Security Strategy
COM-IM-201	Information Security Program
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COM-IM-203	Information Security Control Management
COM-IM-204	Security Audit and Compliance Review
COM-IM-205	Security Policy, Procedures and Technical Standard Documentation
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COM-IM-226	Business Continuity and Disaster Recovery
COM-IM-231	Information Classification
COM-IM-233	Storage Media and Hard Copy
COM-IM-234	Information and Media Disposal
COM-IM-241	Identification and Authorization
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COM-IM-254	Business Associate Access Management
COM-IM-261	Computing Infrastructure Physical Security
COM-IM-263	Remote Access
COM-IM-264	Portable Data Storage Devices
COM-IM-265	Visitor and Vendor Access Management
COM-IM-266	Physical Access, Audit and Logging
COM-IM-271	Workforce Participation, Responsibilities and Enforcement
COM-IM-272	Acceptable Use and Transmission of Information (Email and Web)
COM-IM-273	Acceptable Use of Access Credentials
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COM-IM-275	Computer User Notification
COM-IM-314	Confidentiality
COM-IM-320	Uses and Disclosures of Protected Health Information Requiring Patient Authorization
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COM-IM-360	Amendment of Protected Health Information
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COM-IM-370	Use and Disclosure of Psychotherapy Notes
COM-IM-375	Patient's Right to Access Protected Health Information (PHI)
COM-IM-380	Patient Authorization for Future Contact for Research Purposes
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COM-IM-390	Use and Disclosure of Protected Health Information (PHI) for Research Purposes
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COM-IM-410	Transaction and Code Sets
COM-IM-415	Mandatory Reporting Requirements

COM-IM-420	Use and Disclosure by Employers
COM-IM-430	Identity Theft and Patient Misidentification – Prevention and Response
COM-IM-435	Business Associate Agreement
COM-IM-440	Outpatient Services and Medicare Three-Day Window
COM-IM-445	Medical Necessity Billing for Services Rendered
COM-IM-455	Search Warrants
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COM-IM-465	Social Networking
COM-IM-470	Research Use of Electronic Data under the HITECH Act
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COM-IM-480	Advance Beneficiary Notice – Outpatient Services
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COM-IM-490	Recovery Audit Contractors
COM-IM-495	Requests for Data from Third Parties
COM-IM-500	Use of Kern Medical Center Health Information Systems Database for Research Purposes
COM-IM-550	Research Records Storage, Retention and Destruction
COM-IM-555	Research Statistician Access and Utilization
COM-IM-560	Shredding Bin Use and Security
EOC-IM-100	Hazardous Materials and Waste Management Plan
EOC-IM-101	Safety Management Plan
EOC-IM-104	Hospital Emergency Operations Plan
EOC-IM-105	Fire Safety Management Plan
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EOC-IM-108	Utilities Management Plan
EOC-IM-111	Compressed Gas Cylinder Storage and Handling
EOC-IM-112	Roof Access for Building with Potential Roof Top Hazards
EOC-IM-113	Interim Life Safety Measures
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EOC-IM-125	Communications Plan
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FIN-IM-100	False Cost Reports
FIN-IM-105	Cost Report Preparation
FIN-IM-110	KMCHP Claims Submission, Payment and Dispute Policy
FIN-IM-115	Account Reconciliation

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HIS-IM-100	Policy and Procedure Manuals
HIS-IM-103	Access to Health Information Services Department
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HIS-IM-201	Charges for Medical Records
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HIS-IM-404	Medical Record Chart Assembly Format for Active OB Patients
HIS-IM-405	Chart Analysis
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PAC-IM-433	Emergency Admitting Department Scanning Process
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PAC-IM-440	Cash Accounts Collection at the Point of Service
PAC-IM-501	Patient Demographics for Paramedic and Ambulance Service Companies
PAC-IM-506	Emergency Department (ED) Quick Registration
PAC-IM-601	Quality Audits
PAC-IM-950	Master Insurance Directory
PAC-IM-951	How to Apply/Obligate a Medi-Cal Share of Cost
PAC-IM-955	Hospital Presumptive Eligibility (PE) Program
PAC-IM-960	Charity Care Program
PAC-IM-965	Patient Rights and Responsibilities
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PAC-IM-980	Medicare Medical Necessity Verification Procedure (ABN)
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PHA-IM-105	Patient Profiles Maintained and Reviewed by Pharmacy
PHA-IM-110	Pharmacy Reference
PHA-IM-140	Inpatient Pharmacy Downtime Procedure
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PHA-IM-150	Management of Pharmacy Formulary and Medication System Changes – Standard Operating Procedure
PSY-IM-100	Inter-Shift Report
RAD-IM-100	Retention of Radiology Records
RAD-IM-110	PACS and Computer Downtime Responsibilities
RAD-IM-120	Burning Radiology Records to CDs

JUVENILE CORRECTIONAL SERVICES

JCS 500.00	Pharmaceutical Management
JCS-HR-100.02	Health Care Staff Qualifications
JCS-IC-310.00	Management of Communicable Diseases
JCS-IM-202	Youth Health Care Monitoring and Audits
JCS-LD-100.00	Responsibility for Health Care Services
JCS-LD-104.00	Health Care Procedures Manual
JCS-PC-100.01	Patient Treatment Decisions
JCS-PC-101.01	Wards Discharged from Hospital Inpatient Care
JCS-PC-103	Health Care Staff Procedures
JCS-PC-103.01	Standardized Procedure for Medical Screening of Youth in Juvenile Correctional Facilities
JCS-PC-105.00	Access to Treatment
JCS-PC-106.00	Consent for Health Care
JCS-PC-108.00	Request for Health Care Services
JCS-PC-108.01	Youth Dental Care
JCS-PC-200.01	Transfer of Health Care Summary and Records
JCS-PC-206	Confidentiality
JCS-PC-207.00	Health Education
JCS-PC-300.00	Intake Health Screening
JCS-PC-300.01	Intoxicated Youth and Youth with a Substance Abuse Disorder, Management of
JCS-PC-300.02	Medical Evaluation/Clearance for Adjudicated Youth Confined for Successive Stays each of which Totals Less than 96 Hours
JCS-PC-301.00	Health Appraisals/Medical Examinations
JCS-PC-301.01	Health Clearance for In-Custody Work and Program Assignments
JCS-PC-302	Prostheses and Orthopedic Devices
JCS-PC-303.01	Individualized Treatment Plans
JCS-PC-304	First Aid and Emergency Response
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JCS-PC-308.01	Use of Physical Restraints
JCS-PC-309.00	Medical Diets
JCS-PC-314.00	Mental Health Services and Transfer to a Treatment Facility
JCS-PC-314.01	Administration of Psychotropic Medications to Detainees in the Custody of Kern County Juvenile Correctional Services
JCS-PC-314.02	Suicide Prevention Program
JCS-PC-316	Sexual Assaults
JCS-PC-400	Reproductive Services and Sexual Health

JCS-PC-401.00	Care of Pregnant and Postpartum Youth
JCS-PC-402	Pregnancy Complications, Labor and Emergency Conditions
JCS-PC-403	Pregnant Youth under the Influence of Alcohol or Drugs
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JCS-PC-500.01	Patient Self-Administration of Medication
JCS-PC-505	Patient Self-Use of Durable Medical Equipment (DME)
JCS-RC-200	Youth Health Care Records
JCS-RI-102.00	Juvenile Correctional Services Staff/Incarcerated Youth Relations
JCS-RI-107	Participation in Research
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PCS-LD-605	Scope of Service – Juvenile Correctional Medicine

LAB-HISTOLOGY

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LAB-IM-HIST-101	Notes on Obtaining Permission for Autopsies
LAB-IM-HIST-102	Disposition of Deceased Persons
LAB-IM-HIST-103	Classification of Medico-Legal Deaths Reportable to the Coroner/Medical Examiner
LAB-IM-HIST-104	Guidelines for Infection Control in Autopsy Suite
LAB-IM-HIST-105	Death of Patient with Radioactivity
LAB-IM-HIST-106	Pediatric Necropsies by General Pathologists
LAB-IM-HIST-107	Duties of a Pathologist Assistant
LAB-IM-HIST-108	Procedure on How to Notify the Attending Physician and House Officers when an Autopsy will be Performed on his/her Patient
LAB-IM-HIST-109	Hospital Criteria for Autopsy Selection
LAB-IM-HIST-122	Protocol for Gross Examination of Pathology Specimens by Non-Pathologist
LAB-IM-HIST-122A	Protocol for Gross Examination of Pathology Specimens by Non-Physician Assistant
LAB-IM-HIST-200	Hospital Disposal of Fetal Remains
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LAB-IM-HIST-800	General Policy Statement
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LAB-IM-PATH 510	Intra- and Extra-Departmental Consultations
LAB-IM-PATH 520	Handling and Reporting of Extra-Departmental Consultations
LAB-IM-PATH 530	Gross and Microscopic Description in Pathology Reports
LAB-IM-PATH 540	Microtomy/ Flotation Bath
LAB-IM-PATH 550	Slide Block Storage & Disposal
LAB-IM-PATH 560	Tissue Processor Preventative Maintenance
LAB-IM-PATH 570	Decontamination of Cryostat
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LAB-IM-PATH 610	Tissue Processing Program Validation
LAB-IM-PATH 620	Automated Stainer
LAB-IM-PATH 630	Cross-Contamination-Histology
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LAB-IM-PATH 660	Microwave Usage
LAB-IM-PATH 670	Retention Period Pathology
LAB-IM-PATH 680	Radioactive Material
LAB-IM-PATH 690	Coverslipping
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LAB-IM-PATH 720	Correlation of Results
LAB-IM-PATH 730	Frozen Section (Intra-Operative) Consultations

LAB-IM-PATH 740	Reagent Labeling
LAB-IM-PATH 750	Intra-Operative Reagent Labeling and Maintenance
LAB-IM-PATH 760	Professional Competency
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LAB-IM-PATH 780	Histology Prep and Tissue Sample Quality
LAB-IM-PATH 790	Cancer Protocols
LAB-IM-PATH 800	Analytical Balances in Pathology
LAB-IM-PATH 810	Automated Tissue Processor
LAB-IM-PATH 820	Handling of Fetal Remains in Pathology
LAB-IM-PATH 830	Cross Contamination-Grossing
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LAB-PC-CYTO 200	Statistical Records
PCS-WT-385.03	Waived Testing Policy
Lab-PC-POC-101.02	Non-waived Testing Policy

Lab-PC-POC-102.02	Provider Performed Microscopy Policy
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Lab-PC-POC-311	Gastrocult Test for Gastric Occult Blood and pH Waived
Lab-PC-POC-400.02	Wet Mount Procedure Non-Waived
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LAB-IM-CHEM 104	Power Disruption Recovery
LAB-IM-CHEM 105	Thermometer Accuracy Verification
LAB-IM-CHEM 106.1	Chemistry Unacceptable Specimen Policy
LAB-IM-CHEM 107	Guide to Making Proper Dilutions
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LAB-IM-CHEM 109	Critical Value Result/Critical Results List
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LAB-IM-CHEM 115	Centrifuge Maintenance
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PAC-IM-415	Processing Referrals for Outpatient Specialty Clinics
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PAC-IM-417	Registration for Direct Inpatient Admissions
PAC-IM-418	Pre-Registration and Registrations for Surgery
PAC-IM-419	Pre-Registration of OB Patients
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PAC-IM-424	Bad Address Update
PAC-IM-425	Cancel Admission/No Show Patient Accounts
PAC-IM-426	End of Day Process
PAC-IM-427	Routing of Patient Messages for Clinical Follow-Up
PAC-IM-428	Quality Assurance for Patient Registration and Admitting
PAC-IM-429	Appointed Patient Sign In Process
PAC-IM-430	Plan Code Change on Active Series Accounts
PAC-IM-431	Registration of Patient with Medi-Cal Share of Cost
PAC-IM-432	Trauma Registration

PAC-IM-433	Emergency Admitting Department Scanning Process
PAC-IM-434	Admitting Indexing of Scanned Records with Quality Control
PAC-IM-435	Emergency Admitting Department Imaged Record Destruction
PAC-IM-440	Cash Accounts Collection at the Point of Service
PAC-IM-501	Patient Demographics for Paramedic and Ambulance Service Companies
PAC-IM-506	Emergency Department (ED) Quick Registration
PAC-IM-601	Quality Audits
PAC-IM-918	Current Procedural Terminology (CPT) Consultation Codes
PAC-IM-950	Master Insurance Directory
PAC-IM-951	How to Apply/Obligate a Medi-Cal Share of Cost
PAC-IM-955	Hospital Presumptive Eligibility (PE) Program
PAC-IM-960	Charity Care and Discount Program
PAC-IM-965	Patient Rights and Responsibilities
PAC-IM-970	Important Messages from Medicare
PAC-IM-975	Notice of Privacy Practices/Release of Information
PAC-IM-980	Medicare Medical Necessity Verification Procedure (ABN)
PAC-IM-985	Orders for Hospital Outpatient Tests and Services

PEDIATRICS

ADM-EC-700	Code Pink – Abduction, Prevention and Response
ADM-EC-705	Code Purple – Abduction, Prevention and Response Plan
ICM-PC-105	Chlorhexidine Bathing Protocol for Adults and Children Over 2 Months of Age
MCN-PC-2105	Fetal Demise/Early Neonatal Death, Procedure for Care of
MCN-PC-2170	Infant Feeding
MCN-PC-2320	Pasteurized Human Donor Breast Milk and/or Human Milk-Based Products, The Use of
MCN-PC-2125	Human Milk and Human Milk-Based Products – Collection, Handling, Storage, Preparation and Distribution
MCN-PC-2330	Infant Positioning and Safe Sleep Practice
NRS-PC-1253.00	Standardized Procedure for Implementation of Orders for Normal Newborn
NRS-PC-1253.01	Standardized Procedure for Medical Screening of Newborns
NRS-PC-1430.00	Infant Formula Preparation and Storage
NRS-PC-1810	Standardized Procedure – Informed Consent – Feeding Pasteurized Human Donor Breast Milk and/or Milk-Based Products – Qualified Staff to Obtain
NRS-PC-1815	Standardized Procedure for Neonatal Abstinence Scoring and Pharmacological Management of Morphine and Clonidine
NRS-PC-6205.10	Discharge Procedure from Nursery Areas
NRS-PC-6350	Family Centered Care in the Pediatric Unit
NRS-PC-9108.03	Recreation for the Pediatric Patient
PED-EC-1155.01	Side Rails/Crib Rails, Use of
PHA-MM-1190	Vaccines for Children Program
PCS-LD-520	Scope of Service – Pediatric Nursing
PCS-MM-240	Nutrition, Total Parenteral for Adults and Children over 40 Kilograms
PCS-MM-865	Intravenous Fat Emulsion Therapy in Adults and Children Over 40 Kilograms
PCS-MM-880	Management and Treatment of Extravasation in Adult and Pediatric Patients

PCS-PC-109	Newborn Blood Screening of Infants
PCS-PC-110	Newborn Hearing Screening (NHSP)
PCS-PC-115	Car Seat Procedure for Discharged/Transported Newborns/Pediatric Patients
PCS-PC-121	Evaluation for and Management of Hyperbilirubinemia
PCS-PC-140	Volunteer Participation in the Normal Newborn Nursery, Pediatric Unit, Neonatal Intensive Care Unit and Emergency Care Center – Cuddler Program
PCS-PC-190	Apgar Scoring of the Newborn
PCS-PC-315	Emergency Response on Premises – Adult, Pediatric, Neonate
PCS-PC-325	Consultation Requirements for Pediatric Patients
PCS-PC-350	Release of Minors Including Adoption
PCS-PC-619	Moderate and Deep Procedural Sedation – Adult and Pediatric Patients
PCS-PC-4000	Suicide Risk Screening, Assessment and Precautions (6 Years to Adult)
PCS-PC-6502.18	Rh Hemolytic Disease of the Newborn, Prevention, Identification and Reporting
PCS-RI-130	Identification of Newborn
RAD-PC-90	Pediatric Preparation for Pediatric Procedures

PHARMACY

ADM-EC-713	Medical Waste: Segregation and Disposal
ADM-IM-100	Abbreviations
ADM-MM-110	Self-Prescribing, Prescribing for Family Members and Friends
AMB-MM-102	Medication Refills
PHA-EC-100	Pharmacy Security
PHA-EC-105	Storage of Flammable Substances
PHA-HR-100	Post Graduate Year One (PGY-1) Pharmacy Residency
PHA-HR-105	Guidelines for Department of Pharmacy Scheduling Work Hours
PHA-IC-100	Sterile Products – General Information
PHA-IC-105	Sterile Products: Education/Competency
PHA-IC-110	Sterile Products: Aseptic Processing and Product Preparation
PHA-IC-115	Sterile Products – IV Admixture Preparation
PHA-IC-120	Sterile Products: Total Parenteral Nutrition Preparation
PHA-IC-125	Sterile Products – Sterile Preparation of Chemotherapeutic Agents
PHA-IC-130	Compounded Sterile Products: Quality Assurance
PHA-IC-135	Antimicrobial Stewardship
PHA-IM-100	Pharmacy Information System
PHA-IM-105	Patient Profiles Maintained and Reviewed by Pharmacy
PHA-IM-110	Pharmacy Reference
PHA-IM-140	Inpatient Pharmacy Downtime Procedure
PHA-IM-145	CPOE Pharmacist Scope of Practice
PHA-IM-150	Management of Pharmacy Formulary and Medication System Changes - Standard
PHA-LD-100	Pharmacy Mission and Vision Statement
PHA-MM-101	Unit Dose Medication Distribution
PHA-MM-110	Pharmacy and Therapeutics Committee / MERP
PHA-MM-115	Formulary
PHA-MM-120	Non-Formulary Medications
PHA-MM-125	Investigational Medications
PHA-MM-130	Therapeutic Drug Interchange
PHA-MM-140	JFP – Transportation of Medications between County Facilities
PHA-MM-160	Duration Limits on Drug Therapy – Automatic Stop Orders
PHA-MM-165	Expected Delivery of Medications
PHA-MM-170	Floor Stock Inspections of Patient Care Areas
PHA-MM-175	Drug Recall General Procedure

PHA-MM-180	Pneumatic Tube System, Guidelines on Sending Medications
PHA-MM-190	OTC Medication for Kern Medical Center Staff
PHA-MM-195	Procurement of Pharmaceuticals from Community Sources
PHA-MM-200	Antidotes
PHA-MM-205	Radiographic Contrast Media
PHA-MM-210	Pharmaceutical Control of Blood Product Derivatives
PHA-MM-230	Controlled Substances – Inpatient Pharmacy Guidelines
PHA-MM-500	Renal Dosing of Medications
PHA-MM-505	Intravenous to Oral Therapy Program by Pharmacy
PHA-MM-610	Pharmacist Anticoagulation Service Policy for Medically Managed Patients in the Outpatient Setting
PHA-MM-613	Pharmacist Anticoagulation Service Policy for Inpatients
PHA-MM-615	Oncology Pharmacy Services
PHA-MM-620	Medication and Vaccine Shortages
PHA-MM-630	Prescription Refill Authorization by Pharmacy
PHA-MM-635	Medications Used for Unlabeled Purposes (Off-Label)
PHA-MM-640	Emergency or Disaster Preparedness: Access to Medications
PHA-MM-875	Aminoglycoside Dosing Service
PHA-MM-880	Vancomycin Monitoring and Dosing Service
PHA-MM-885	Chronic Disease Therapy Management
PHA-MM-895	Epoetin Alfa Therapy Guideline
PHA-MM-900	Intravesical Instillation - Mitomycin, Mitomycin-C and BCG
PHA-MM-995	Pharmacy Department Theft and Diversion
PHA-MM-1000	Dispensing Prescription Drugs and Devices: Outpatient Pharmacy
PHA-MM-1005	Licensed Employee Theft or Impairment: Outpatient Pharmacies
PHA-MM-1010	Expired Drug Product: Outpatient Pharmacies
PHA-MM-1015	Helping Patients with Limited or No English Proficiency – Outpatient Pharmacy
PHA-MM-1020	Pharmacist Refusing to Dispense Prescription Drug or Device on Ethical, Moral and Religious Grounds: Outpatient Pharmacies
PHA-MM-1025	Pharmacy Operations during Temporary Absence of a Pharmacist: Outpatient Pharmacies
PHA-MM-1030	Ancillary Staff Duties and Compliance: Outpatient Pharmacies
PHA-MM-1035	Quality Assurance Program: Outpatient Pharmacies
PHA-MM-1040	Returning to Stock of Already Filled Prescriptions – Outpatient Pharmacy
PHA-MM-1045	Safe Handling of Hazardous Waste – Outpatient Pharmacy
PHA-MM-1050	Procedures for the Theft, Robbery or Loss of a Controlled Substance: Outpatient Pharmacy
PHA-MM-1055	Medication Refill Service
PHA-MM-1060	Antibiotic Lock
PHA-MM-1065	Outpatient Pharmacy 340B Drug Pricing Program Compliance

PHA-MM-1070	Outpatient Refilling of Robotic Dispensing System
PHA-MM-1075	Outpatient Pharmacy: Health Insurance Portability and Accountability Act Compliance
PHA-MM-1080	Outpatient Pharmacies: Desk Delivery Service
PHA-MM-1085	Outpatient Pharmacy: Documentation of Patients Receipt of Medication and Consultation
PHA-MM-1090	Outpatient Pharmacy: Drug Acquisition and Disposition Records Stored in the Pharmacy
PHA-MM-1095	Outpatient Pharmacy: Naloxone Furnishing
PHA-MM-1105	Price Disclosure of Prescription Medications: Outpatient Pharmacies
PHA-MM-1110	Diabetic Testing Supplies, Syringes and Pen Needles, Authority to Furnish - Outpatient
PHA-MM-1115	Outpatient Pharmacies – Therapeutic Drug Interchange
PHA-MM-1120	Outpatient Pharmacies – Schedule II Inventory Reconciliation
PHA-MM-1125	Controlled Substances Guidelines: Outpatient Pharmacies
PHA-MM-1130	JFP – Dispensing Medication to Central Receiving Facility
PHA-MM-1135	JFP – Back Up Stock Orders
PHA-MM-1140	JFP – Ordering, Receiving and Administration of Controlled Substance Treatment Kits in Nursing Modules
PHA-MM-1145	JFP – Medication Consult for Adult Inmate Patients
PHA-MM-1150	JFP – Ibuprofen as Floor Stock
PHA-MM-1155	JFP – Medication Returns and Reuse
PHA-MM-1160	JFP – After-Hours Medication Supply
PHA-MM-1165	JFP – Emergency Use Medications
PHA-MM-1170	JFP – Inspection of Medication Storage Areas
PHA-MM-1175	JFP – Pharmacy Licensing Requirements
PHA-MM-1180	JFP – Pharmacy Services
PHA-MM-1185	JFP – Repackaging of Non-Sterile Medications
PHA-MM-1190	Vaccines for Children Program
PHA-MM-1195	OPT – Pharmacists Responsible for Filling of Prescriptions
PHA-MM-2000	Pharmacy Immunization Delivery
PHA-MM-2005	Refilling Prescription Medication
PHA-MM-2010	Identification of Each Pharmacist Responsible for the Filling of a Prescription – Outpatient
PHA-MM-2015	Emergency Response – Outpatient Pharmacy
PHA-MM-2020	Operational Standards and Security – Outpatient Pharmacy
PHA-MM-2025	Inventory Control of Prescription Medications – Outpatient Pharmacy
PHA-MM-2030	Monitoring of Temperature in Refrigerators Containing Drugs – Outpatient Pharmacy
PHA-MM-2035	Droperidol Use in the Emergency Department
PHA-MM-2040	Laboratory Monitoring for Safety of Pharmacotherapy

PHA-MM-2045	Extended Infusion Beta-Lactam Therapy in Adults
PHA-MM-2050	Mifepristone Use and REMS Compliance
PCS-EC-115	Medication Storage and Security
PCS-IC-105	Expiration Dates after Opening
PCS-LD-645	Scope of Service – Department of Pharmacy Service
PCS-MM-101	Controlled Substances – Nursing and Physician Responsibilities
PCS-MM-160	Herbal and Nutritional Supplements
PCS-MM-170	Preparation of Sterile Compounds and Admixtures
PCS-MM-185	Patient Self-Administration of Medication
PCS-MM-210	Medications Restricted to Approved Units or Personnel
PCS-MM-215	Patient Controlled Analgesia (PCA)
PCS-MM-220	Potassium Chloride Management (Adults 18 Years and Older)
PCS-MM-240	Nutrition, Total Parenteral for Adults and Children over 40 Kilograms
PCS-MM-245	IV Heparin Administration
PCS-MM-300	Haloperidol Lactate (Haldol) for Intravenous Use
PCS-MM-717	Emergency Medications
PCS-MM-720	Automated Medication Dispensing System (Pyxis)
PCS-MM-730	Chemotherapy Infusion Nursing Record – Outpatient
PCS-MM-770	Administration of Medications
PCS-MM-825	Thrombolytic Clearance of Central Venous Catheters
PCS-MM-830	Central Venous Catheters – Tunneled and Non-Tunneled (Adult and Pediatric)
PCS-MM-860	Medications Returned to Pharmacy for Reuse and/or Disposal
PCS-MM-865	Intravenous Fat Emulsion Therapy in Adults and Children over 40 Kilograms
PCS-MM-870	High Alert Medications Including Look Alike, Sound Alike
PCS-MM-880	Management and Treatment of Extravasation in Adult and Pediatric Patients
PCS-MM-885	Insulin Administration, Management of Patients
PCS-MM-890	Vaccination Protocol, Pneumococcal and Influenza
PCS-MM-895	Medications Brought into the Hospital
PCS-MM-900	Medication Reconciliation – Electronic Medical Record
PCS-MM-905	Medications: Labeling on Sterile Field
PCS-MM-910	Black Box Warnings
PCS-MM-930	Neuromuscular Blocking Agents: Administration and Monitoring
PCS-MM-940	Tissue Plasminogen Activator (Alteplase) Therapy for Acute Ischemic Stroke
PCS-MM-945	Anesthesia Automated Dispensing Cabinet System
PCS-MM-960	Heparin Induced Thrombocytopenia (HIT)
PCS-MM-970	Titration of Intravenous Medication – Adult Patients

PCS-MM-1330.03	Investigational Products/Utilization and Research Subjects
PSY-MM-100	Administration of Antipsychotic Medications in Higher than Normal Doses
PSY-MM-110	Parenteral Antipsychotic Medication
PSY-MM-120	Emergency Psychiatric Medications
RAD-MM-75	Medication Management and Reconciliation, Department of Radiology

PHYSICAL THERAPY

PCS-LD-655	Scope of Service – Physical Therapy
PCS-LD-680	Scope of Service – Speech Language Pathology – Speech Therapy
PCS-LD-910	Scope of Service - Occupational Therapy
PTM-EC-230	Equipment Maintenance
PTM-LD-112	Therapy Services Department Employee Orientation
PTM-PC-100	Medicare Billing Guidelines for Outpatient Rehabilitation Therapy
PTM-PC-110	Medicare Outpatient Therapy Cap Guidelines
PTM-PC-130	Medicare Functional Limitation Reporting
PTM-PC-301	Referrals/Consultations to Outpatient Therapy Services
PTM-PC-305	Inpatient Therapy Consultations and Screens
PTM-PC-310	Treatment Planning and Implementation
PTM-PC-314	Inpatient Priorities for Therapy Services
PTM-PC-320	Therapy Services in Neonatal Intensive Care Unit (NICU) and High-Risk Infant Outpatient Follow-Up Clinic
PTM-PC-330	Discharge or Transfer of Patients from Therapy Services
PTM-PC-351	Administering Cold Packs
PTM-PC-353	Procedure for Contrast Baths
PTM-PC-357	Administering Hot Packs
PTM-PC-362	Paraffin Application
PTM-PC-375	Procedure for Ultrasound and Underwater Ultrasound Treatment
PTM-PC-400	Physical Agents in Rehabilitation
PTM-PC-800	Outpatient Therapy Geriatric Fall Risk Intervention
PTM-PC-900	Inpatient Speech Language Pathology Services – Clinical Bedside Swallow Evaluation – Dysphagia
PTM-RC-320	Reassessment and Treatment Plan Modification
PTM-RC-340	Outpatient Therapy Services Electronic Medical Record Procedures
PTM-EC-350	Downtime Documentation Procedures for Therapy Services

PSYCHIATRIC SERVICES

PCS-LD-550	Scope of Service – Behavioral Health Unit
PCS-RI-310	Involuntary Confinement 72-Hour Hold (5150) (5151)
PCS-RI-315	Involuntary Confinement 14-Day Hold (5250)
PSY-EC-100	Safety Management
PSY-EC-200	Elopement, Mental Health Patient
PSY-EC-300	Contraband – The Handling of Contraband within the Behavioral Health Unit
PSY-EC-400	Key Policy
PSY-EC-500	KMC Security/Law Enforcement Personnel in the Psychiatric Unit
PSY-EC-510	Weapons Storage outside the Psychiatric Unit
PSY-HR-115	Ethical Relationships between Psychiatric Patients and Staff
PSY-IM-100	Inter-Shift Report
PSY-LD-100	Staff Assignments, Routine and Special, Psychiatric Unit
PSY-MM-100	Administration of Antipsychotic Medications in Higher than Normal Doses
PSY-MM-120	Emergency Psychiatric Medications
PSY-PC-370	Psychiatric Nursing Admission Database, Guidelines for Use of
PSY-PC-700	Treatment Planning, DTF, IDT, SIDT
PSY-PC-710	Family Involvement in the Patient's Treatment Plan
PSY-PC-730	Behavior Management
PSY-PC-740	Dual Diagnosed Psychiatric Patients
PSY-PC-750	Patient Checks and Unit Searches
PSY-PC-770	Outside Recreational Areas, Access and Denial
PSY-PC-800	Admission Procedures
PSY-PC-805	Discharge Procedures
PSY-PC-900	Meals and Snacks – The Handling of Meals and Snacks for Behavioral Health Patients
PSY-PC-1005	Firearm Advisement and Notification
PSY-PC-1006	Discharge Medications for Psychiatric Patients
PSY-PC-1200	Programming
PSY-PC-1302	Court Ordered Admission Criteria
PSY-PC-1303	Conservatorship Admission Criteria
PSY-PC-1310	Request for Direct Admissions to Psychiatry
PSY-PC-1400	Assisting in the Process of Obtaining Conservatorship
PSY-PC-1500	Transferring Patients from the Psychiatric Unit
PSY-RI-100	Psychiatric Patient Rights
PSY-RI-110	Informed Consent for Antipsychotic Medications

PSY-RI-120	Confidentiality Guidelines – Psychiatric Unit
PSY-RI-125	Confidentiality of Psychiatric Medical Records
PSY-RI-210	Family Notification
PSY-RI-220	Threats of Violence or Death, Tarasoff Process
PSY-RI-230	Release Notification Law Enforcement
PSY-RI-240	Crimes against Person by or upon Patients, Release of Information
PSY-RI-300	Probable Cause Hearing Process
PSY-RI-310	Capacity Riese Hearing Process
PSY-RI-400	Patient Complaint/Grievance Process
PSY-RI-500	Visitation – Inpatient Psychiatric Unit
PSY-RI-602	Conservator Hold
PSY-RI-603	Behavioral Health Unit Forensic Holds
PSY-RI-605	Telepsychiatry

RADIOLOGY

PCS-LD-660	Scope of Service Department of Radiology
PCS-LD-825	Scope of Service – Cardiac Catheterization and Radiology Special Procedures Laboratory
RAD-EC-100	Disaster Plan – Department of Radiology Specific
RAD-EC-101	Fire Plan: Department of Radiology Specific Protocol
RAD-EC-103	Use, Storage and Monitoring Report of Film Badges
RAD-EC-104	Safety: Electrical and Mechanical in the Radiology Department
RAD-EC-105	Radiation Safety
RAD-EC-106	Pregnancy: Occupational Worker
RAD-EC-107	Radiation Safety, Lead Apron Radiation Protection Device (RPD) Evaluations
RAD-EC-110	Supplies: Emergency Procurement
RAD-EC-120	Contrast Warmer
RAD-EC-140	Security in the Radiology Department
RAD-EC-150	Security at Sagebrush Radiology
RAD-EC-200	ALARA Program Kern Medical
RAD-EC-210	MRI Code Red
RAD-HR-50	Standby/Callback Coverage: Technologist and Radiologist
RAD-HR-75	Staffing Plan: Department of Radiology
RAD-HR-100	General Orientation of New Radiology Department Personnel
RAD-IC-50	Infection Control, Department of Radiology and Interventional Cardiac Cath Lab
RAD-IM-100	Retention of Radiology Records
RAD-IM-105	Pyxis Users: Access
RAD-IM-110	PACS and Computer Downtime Responsibilities
RAD-IM-120	Burning Radiology Records to CDs
RAD-LD-100	Leadership within the Radiology Department
RAD-LD-105	Effective Leadership within the Radiology Department
RAD-LD-110	Open Door Policy
RAD-MM-75	Medication Management and Reconciliation, Department of Radiology
RAD-PC-90	Pediatric Preparation for Pediatric Procedures
RAD-PC-100	Precaution and Isolation Patients
RAD-PC-105	Critically Ill Patient Care
RAD-PC-120	Newborns Receiving and Management in Isolette
RAD-PC-200	Venipuncture and Contrast Injections
RAD-PC-800	Face Sheet and Arm Band Printing

RAD-PC-850	Radiation Safety – Shielding and Holding of Patients
RAD-PC-900	Imaging Contingency Plan
RAD-PC-910	Lexiscan Pharmacological Stress Test
RAD-PI-105	Quality Improvement Program

ADULT CORRECTIONAL SERVICES

ACS 100.00	Medication Administration
ACS 101.00	Responsible Health Authority/Responsible Physician
ACS 103.00	Administrative Meetings
ACS 103.01	Health Services Audits/Statistics
ACS 104.00	Policy and Procedure Manual
ACS 105.00	Quality Improvement Program Plan
ACS 108.00	Medical Transportation
ACS 109.00	Decision Making – Special Needs
ACS 110.00	Transfer of Inmates with Acute Illnesses
ACS 110.01	Release of Inmate Due to Illness
ACS 110.03	Medical Research
ACS 111.00	First Aid Kits/Emergency Carts/AED
ACS 114.00	Medical Review of In-Custody Death
ACS 115.00	Disaster Plan
ACS 201.00	Health Care Staffing/Licensure
ACS 203.00	Annual Training Update
ACS 204.00	Basic Health for Custody Personnel
ACS 205.00	Medication Administration Training
ACS 206.00	Inmate Workers
ACS 206.01	Screening of Food Handlers
ACS 206.02	Medical Staff/Inmate Relations
ACS 301.00	Emergency Services/Response
ACS 302.00	Receiving Screening
ACS 302.01	Vermin Control
ACS 303.00	Sobering
ACS 303.01	Detoxification Treatment
ACS 304.00	Access to Treatment
ACS 306.00	Clinic Care/Sick Call
ACS 306.01	Court Holds for Medical Reasons
ACS 307.00	Communicable Disease Screening
ACS 307.01	Tuberculosis Screen
ACS 309.00	Outpatient Housing Unit
ACS 310.00	Detection and Containment of Inmates with Communicable Disease
ACS 310.01	HIV Testing of Inmates Under Proposition 96
ACS 310.02	Management of Inmates Testing Positive for HIV/AIDS
ACS 310.03	Management of Biohazard Waste
ACS 311.00	Mental Health Services

ACS 313.00	Health Care Philosophy
ACS 314.00	Reproductive Services
ACS 314.01	Family Planning and Counseling
ACS 314.02	Identification and Examination of Pregnant and Postpartum Inmates
ACS 314.03	Segregation/Isolation of Pregnant Inmates
ACS 314.04	Abortion
ACS 314.05	Evaluation and Treatment of Chemically Dependent Pregnant Inmates
ACS 314.06	Pregnancy Complications, Labor and Obstetric Emergencies
ACS 324.00	Dental Care
ACS 325.00	Prostheses/Assistive Devices
ACS 325.01	Eyeglasses
ACS 326.00	Inmate Personal Hygiene
ACS 327.00	Therapeutic Diets
ACS 327.01	Dietary Supplements
ACS 327.02	Voluntary Fasting
ACS 401.00	Management of Pharmaceuticals
ACS 405.00	Standardized Procedure – Allergic Rhinitis
ACS 410.00	Standardized Procedure - Asthma
ACS-PC-100	Intravenous Infusion Therapy (Peripheral)
ACS-PC-105	Standardized Procedure for Life-Threatening Allergic Reaction
ACS-PC-110	Standardized Procedure – Common Cold Symptoms
ACS-PC-115	Standardized Procedure – Hypertension
ACS-PC-120	Standardized Procedure – Influenza (Flu) Symptoms
ACS-PC-125	Standardized Procedure – Suspected Opioid Overdose/Naloxone Protocol
ACS-PC-130	Standardized Procedure – Pneumonia Symptoms
ACS-PC-135	Standardized Procedure – Diabetes Mellitus
ACS-PC-140	Standardized Procedure – Chest Pain
ACS-PC-145	Standardized Procedure – Pediculosis
ACS-PC-150	Standardized Procedure – Acne Vulgaris
ACS-PC-155	Standardized Procedure – Skin Wounds: Laceration, Avulsion, Abrasion and Puncture
ACS-PC-160	Standardized Procedure – Contact Dermatitis
ACS-PC-165	Standardized Procedure – Seizure
ACS-PC-170	Standardized Procedure – Dental Abscess or Infection
ACS-PC-175	Standardized Procedure – Soft Tissue Infections: Cellulitis and Abscess
ACS-PC-180	Standardized Procedure – Fractures
ACS-PC-185	Standardized Procedure – Scabies
ACS-PC-190	Standardized Procedure – Constipation
ACS-PC-195	Standardized Procedure – Seborrheic Dermatitis
ACS-PC-200	Standardized Procedure – Somatic Pain
ACS-PC-205	Standardized Procedure – Tinea Infection

HIS-IM-501	Transcription Quality Assurance and Management
HIS-IM-502	Transcription Software
HIS-IM-503	Dictation System
HIS-IM-504	Distribution of Completed Documents
HIS-IM-505	Dictating Instructions
HIS-IM-507	Locating Reports
HIS-IM-509	Importing Transcribed Documents
HIS-IM-511	Backup Transcription Files
HIS-IM-513	Voice Message on VoiceWriter
HIS-IM-515	Reports Generated to Transcription Service
HIS-IM-519	Creating an Originator
HIS-IM-520	Provider ID in ChartScript
HIS-IM-521	Dictation Stations
HIS-IM-522	System Solutions
HIS-IM-600	Filing System for Scanned Medical Records
HIS-IM-601	Chart Transportation
HIS-IM-602	Retrieval and Delivery of all Medical Records for Discharged Patients
HIS-IM-603	Obstetrics Clinic Medical Records
HIS-IM-604	Computer System Downtime
HIS-IM-605	Closed Medical Records
HIS-IM-606	Storage Maintenance of Medical Records
HIS-IM-607	Monitoring and Correction of Duplicate MPI Entries
ISD-EC-800	Emergency Fire Procedure
ISD-EC-801	Departmental Computer System Unscheduled Downtime Procedure
ISD-IM-221	Security Risk and Compliance Assessment
ISD-IM-222	Security Patch Management
ISD-IM-223	IS Computer Security
ISD-IM-253	Cryptographic Control Management
ISD-IM-255	Auditing and Accountability
ISD-IM-276	Software and Information Property Rights
ISD-IM-281	Asset Management and Protection
ISD-IM-282	Configuration Management
ISD-IM-283	Secure Network Management
ISD-IM-284	Wireless Network Security
ISD-IM-286	Secure System Builds
ISD-IM-287	Software Security
ISD-IM-300	Pager, Cellular Telephone and Tablet Usage
ISD-IM-400	Report Distribution
ISD-IM-401	Equipment and System Service Procedure and Logs
ISD-IM-402	Preventative Maintenance

ISD-IM-404	Computer System Backups and Restore
ISD-IM-405	Employee Login Maintenance to Add New Employees
ISD-IM-409	Secure Access Procedure
ISD-IM-410	IS Physical Security
ISD-IM-411	IS Security Incident Response
ISD-IM-503	Disposal of IT Assets
ISD-PI-500	Information Systems Help Desk Ticketing System
ISD-PI-505	Information Systems Help Desk Ticketing System
OPE-IM-2104.02	Scheduling of Surgical Procedures
PAC-IM-102	Identifying the Correct Medical Record and Reporting Duplicates at Time of Scheduling and Pre-Registration
PAC-IM-104	DFNB Account Maintenance for HBAs and PASRs
PAC-IM-203	Homeless Address Patient Registration
PAC-IM-219	Adding Auto Insurance Medical Payers
PAC-IM-229	Registration of Patients
PAC-IM-306	California Children's Services (CCS) Eligibility and Authorizations
PAC-IM-401	Emergency Department Registration
PAC-IM-403	Referral of Self-Pay Patients for Medi-Cal Application IP ER
PAC-IM-404	Insurance Verification
PAC-IM-405	Admitting Department Downtime Procedure
PAC-IM-406	Financial Assistance Requirements
PAC-IM-414	Standardized STAR Notices during Patient Registration and Patient Encounters
PAC-IM-415	Processing Referrals for Outpatient Specialty Clinics
PAC-IM-416	Registration for Outpatient Clinics and Diagnostic Testing
PAC-IM-417	Registration for Direct Inpatient Admissions
PAC-IM-418	Pre-Registration and Registrations for Surgery
PAC-IM-419	Pre-Registration of OB Patients
PAC-IM-420	Ancillary Outpatient Registration Paper Flow
PAC-IM-421	Pre-Service Registration and Authorization for Scheduled Surgical Services
PAC-IM-424	Bad Address Update
PAC-IM-425	Cancel Admission/No Show Patient Accounts
PAC-IM-426	End of Day Process
PAC-IM-427	Routing of Patient Messages for Clinical Follow-Up
PAC-IM-428	Quality Assurance for Patient Registration and Admitting
PAC-IM-429	Appointed Patient Sign In Process
PAC-IM-430	Plan Code Change on Active Series Accounts
PAC-IM-431	Registration of Patient with Medi-Cal Family Share of Cost

EMERGENCY CARE CENTER

EDD-IM-135	Emergency Department Scribes
EDD-PC-105	Triage Process in the Emergency Care Center
EDD-PC-107	Trauma Care – Notifications of Surgery Team of Major Trauma
EDD-PC-113	Use of Radio COR Unit
EDD-PC-120	Unit Specific Medical Screening Exam Process in the ED
EDD-PC-125	Emergency Department Controlled Substance Initiative
EDD-PC-130	Tourniquets

SOCIAL SERVICES

MSS-HR-130	Training for New Social Service Employees, Interns and Trainees
MSS-PC-201	Consults, Referrals and Requests for Services
MSS-PC-305	Discharge Planning
MSS-PC-307	Documentation Standards
MSS-PC-309	Infant, Children and Adolescent Learning Needs
MSS-PC-313	Specific Programs and Services

CARDIAC CATHETERIZATION LABORATORY

CAT-IC-105	Preoperative Skin Preparation of Patients
CAT-IM-100	Scheduling of Patients for Cardiac Catheterization and Special Radiology
CAT-PC-115	Angiograms
CAT-PC-120	Metformin Use with Contrast Media
CAT-PC-140	Pressure Injector
CAT-PC-145	Pre and Post-Procedure Assessment
CAT-PC-150	Vascular Closure Devices and Manual Arterial and Venous Sheath Removal
CAT-PC-165	Emergency Transfer of Cath Lab Patients for Higher Level of Care
CAT-PC-170	Making and Copying Case CDs
CAT-PC-185	Acist Pressure Injector

CASE MANAGEMENT

CAS-LD-11.1

Utilization Review Plan

COLLECTIONS

COL-IM-408	Bad Debt Indicators
COL-IM-409	Charges, Payments and Collections Policy
COL-IM-412	Discharge of Accounts
COL-IM-413	John and Jane Doe Accounts
COL-IM-901	Financial Classes



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

June 21, 2023

Subject: Kern County Hospital Authority Organizational Chart effective June 21, 2023

Recommended Action: Approve

Summary:

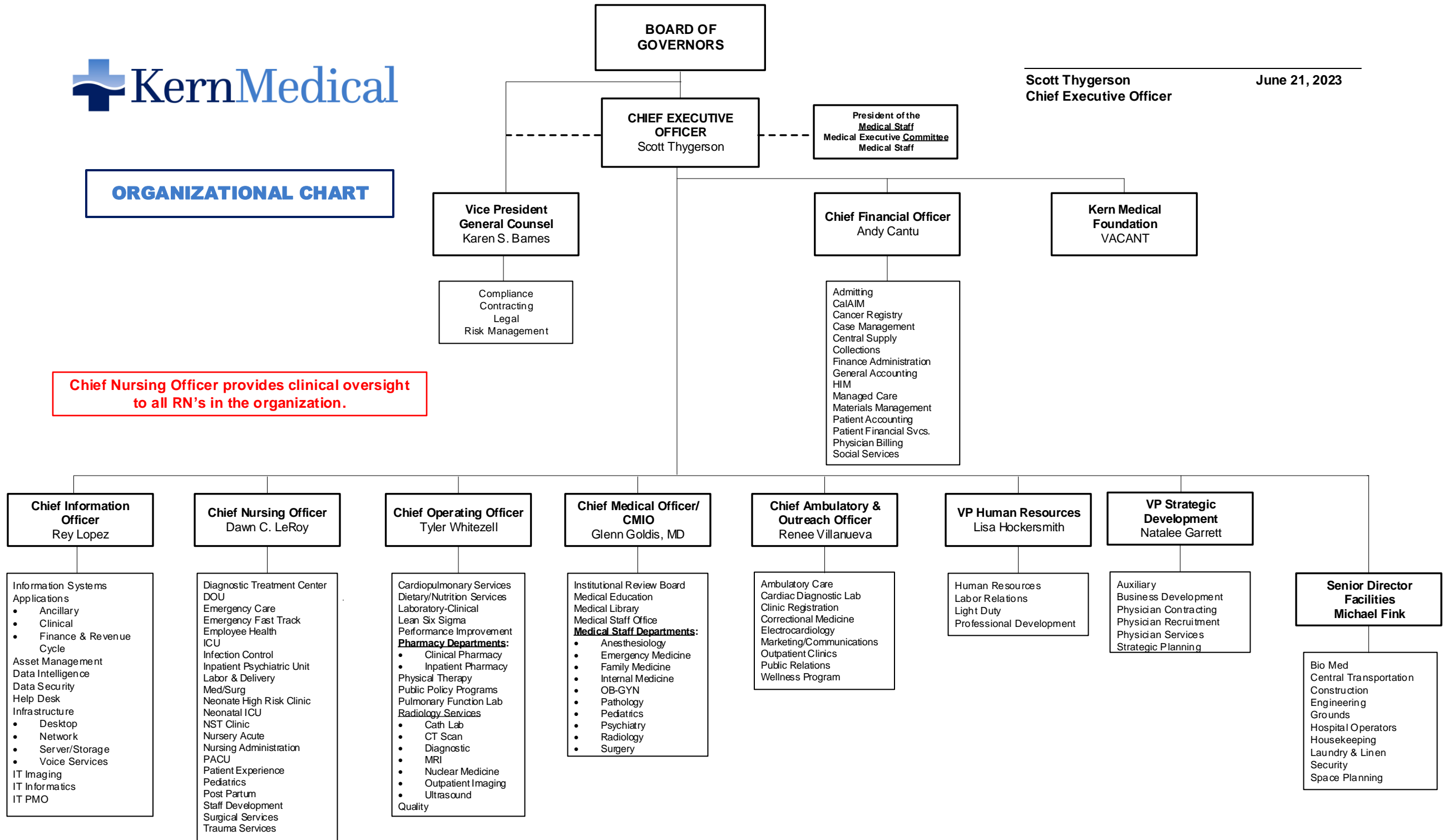
Kern Medical requests your Board approve the Kern County Hospital Authority Organizational Chart effective June 21, 2023.



ORGANIZATIONAL CHART

Scott Thygerson
Chief Executive Officer

June 21, 2023





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

June 21, 2023

Subject: Proposed Retroactive Amendment No. 1 to the Memorandum of Understanding (MOU) 062-2021 with Kern Behavioral Health and Recovery Services (KernBHRS)

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed retroactive Amendment No. 1 to the MOU (062-2021) with KernBHRS to update Exhibit G Maximum Funding Schedule to cover the remaining term.

The current MOU defines 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

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. This Amendment is retroactive due to a court issue regarding transportation that needed to be resolved prior to entering into this Amendment.

Therefore, Kern Medical recommend that your Board approve the proposed retroactive Amendment No. 1 with KernBHRS, effective July 1, 2022 to June 30, 2024, with an undefined maximum payable, and authorize the Chairman to sign.

**AMENDMENT NO. 1
MEMORANDUM OF UNDERSTANDING
BETWEEN
KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES
AND
KERN COUNTY HOSPITAL AUTHORITY**

THIS AMENDMENT NO.1 is entered into on _____ by and between the Kern Behavioral Health and Recovery Services (hereinafter "KernBHRS"), a political subdivision of the State of California, and Kern County Hospital Authority ("KCHA"), a local unit of government, which owns and operates Kern Medical Center ("KMC").

WITNESSETH:

- A. KernBHRS and KCHA are parties to Memorandum of Understanding (the "**MOU**"), Agreement Number 695-2021, dated **November 16, 2021**, entitled "Memorandum of Understanding Between Kern Behavioral Health and Recovery Services and Kern County Hospital Authority" to liaison with KCHA to participate in Grow and Reach Clinics, Physician Services, Psychiatry Training Program, Crisis Services, Correction Services, and STAT Laboratory services; and
- B. KernBHRS and KCHA wish to amend MOU No. 695-2021, Exhibit G, to include additional funding years.

NOW, THEREFORE, the parties agree as follows:

- 1. Exhibit "G" Maximum Funding Schedule shall be superseded by Exhibit "G-1" Maximum Funding Schedule, which is attached hereto and made a part hereof. All further references to Exhibit "G-1" in the body of the MOU, or any exhibits thereto, shall be deemed to read Exhibit "G-1" Maximum Funding Schedule.
- 2. To the extent that they do not conflict with the terms of this "Amendment No. 1," all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this "Amendment No.1" shall control.

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IN WITNESS TO WHICH, each party to this MOU has signed this MOU 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 MOU.

COUNTY OF KERN:
Board of Supervisors

Kern County Hospital Authority

By: _____
Chairman

By: _____
Chairman, Board of Governors

“County”

“KCHA”

APPROVED AS TO CONTENT
Kern Behavioral Health and
Recovery Services Department

APPROVED AS TO CONTENT
Kern County Hospital Authority

By _____
Stacy Kuwahara, LMFT, Director

By _____
Scott Thygerson,
Chief Executive Officer

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Legal Services Department

By _____
Gurujodha Khalsa, Chief Deputy

By _____
Shannon Hochstein, Hospital Counsel

EXHIBIT “G-1” – MAXIMUM FUNDING SCHEDULE

Effective July 1, 2021 - June 30, 2024

	FFP	REALIGNMENT	MHSA CSS	MHSA PEI	Total
FY 21-22, FY 22-23: Psychiatry Training/Physician Costs Annually	Allowed	Allowed	Allowed	Allowed	\$3,885,350
FY 23-24: Psychiatry Training/Physician Costs Annually	Allowed	Allowed	Allowed	Allowed	\$4,321,850
Electroconvulsive Therapy	Allowed	Allowed	Allowed	Allowed	\$50,000
Bed Day/TARs Annually	Allowed	Allowed	Allowed	Allowed	\$450,000
STAT Labs Annually	Allowed	Allowed	Allowed	Allowed	\$225,000
FY 21-22 Total:	Allowed	Allowed	Allowed	Allowed	\$4,560,350
Amendment No. 1 FY 22-23 Total:	Allowed	Allowed	Allowed	Allowed	\$4,560,350
Amendment No. 1 FY 23-24 Total:	Allowed	Allowed	Allowed	Allowed	\$5,046,850
Total:	Allowed	Allowed	Allowed	Allowed	\$13,986,050

For Electro Convulsive Therapy Services (ECT) , Kern BHRS will reimburse KCHA at 110% of the State of California Medi-Cal Fee Schedule rates in effect at the time of service.”

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

June 21, 2023

Subject: Proposed Retroactive Amendment No. 2 to the Memorandum of Understanding (MOU) 062-2021 with Kern Behavioral Health and Recovery Services (KernBHRS)

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Amendment No. 2 to the MOU (062-2021) with KernBHRS to update Exhibit D – Description of Standards and Services – Crisis Services to include information about the transfer of LPS patients for court hearing purposes, to update Exhibit J – Credentialing language, and to add Exhibit K to allow for the additional treatment of Electroconvulsive Therapy.

The current MOU defines 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

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. This Amendment adds language to outline the procedure of transporting patients for their court hearings, to outline the new treatment of Electroconvulsive Therapy, and to update credentialing reporting. This Amendment is retroactive due to a court issue regarding transportation that needed to be resolved prior to entering into this Amendment

Therefore, Kern Medical recommend that your Board approve the proposed retroactive Amendment No. 2 with KernBHRS, effective December 6, 2022 to June 30, 2024, with an undefined maximum payable, and authorize the Chairman to sign.

**AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
BETWEEN
KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES
AND
KERN COUNTY HOSPITAL AUTHORITY**

THIS AMENDMENT NO. 2 is entered into on _____ by and between the Kern Behavioral Health and Recovery Services (hereinafter “KernBHRS”), a political subdivision of the State of California, and Kern County Hospital Authority (“KCHA”), a local unit of government, which owns and operates Kern Medical Center (“KMC”).

WITNESSETH:

- A. KernBHRS and KCHA are parties to Memorandum of Understanding (the “**MOU**”), Agreement Number 695-2021, dated **November 16, 2021**, entitled “Memorandum of Understanding Between Kern Behavioral Health and Recovery Services and Kern County Hospital Authority” to liaison with KCHA to participate in Grow and Reach Clinics, Physician Services, Psychiatry Training Program, Crisis Services, Correction Services, and STAT Laboratory services; and
- B. On ENTER BOARD DATE OF AMD 1, KernBHRS and KCHA amended MOU No. 695-2021, Exhibit G, to include additional funding years.
- C. KernBHRS and KCHA wish to further amend MOU No. 695-2021, to retroactively include Exhibit K “Electroconvulsive Therapy” to include electroconvulsive therapy treatment responsibilities of KernBHRS as of December 6, 2022;
- D. To amend Exhibit D “Description of Standards and Services – Crisis Services” to include information regarding transportation; and
- E. To amend Exhibit J to update credentialing language;

NOW, THEREFORE, the parties agree as follows:

- 1. Exhibit “K” Electroconvulsive Therapy shall be included after Exhibit “J”, which is attached hereto and made a part hereof.
- 2. Exhibit D-2 “LPS Transportation” to Exhibit D “Description of Standards and Services – Crisis Services” is attached hereto and incorporated herein by this reference.
- 3. Exhibit J, is deleted in its entirety and replaced by the attached Exhibit J;
- 4. To the extent that they do not conflict with the terms of this “Amendment No. 2,” all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this “Amendment No. 2” shall control.

IN WITNESS TO WHICH, each party to this MOU has signed this MOU 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 MOU.

COUNTY OF KERN:

Board of Supervisors

Kern County Hospital Authority

By: _____
Chairman

“County”

By: _____
Chairman, Board of Governors

“KCHA”

APPROVED AS TO CONTENT

Kern Behavioral Health and
Recovery Services Department

APPROVED AS TO CONTENT

Kern Medical Center

By _____
Stacy Kuwahara, LMFT, Director

APPROVED AS TO FORM:

Office of the County Counsel

By _____
Scott Thygerson,
Chief Executive Officer

APPROVED AS TO FORM:

Legal Services Department

By _____
Kyle Holmes, Deputy

By _____
Shannon Hochstein, Hospital Counsel

EXHIBIT “K” – DESCRIPTION OF STANDARDS AND SERVICES ELECTROCONVULSIVE THERAPY

A. KCHA will be administering Electroconvulsive Therapy (ECT) services as outlined below:

1. Requirements Specific to Voluntary/Involuntary Patients

- a) ECT may be administered to voluntary and involuntary patients, including patients under conservatorship, **when all of the following conditions are met:**
 - 1) The Attending Physician designated as the primary service or the ECT Psychiatrist enters documentation in the medical record of the diagnosis, that all other reasonable treatment modalities have been carefully considered, and that ECT is indicated and is the least drastic alternative available for this patient at this time.
 - 2) Such statement in the treatment record shall be signed by the Attending Physician **and** the ECT Psychiatrist.
 - 3) At the time of the recommendation for ECT of an involuntary patient who has not given written consent, KCHA will contact the Kern County Public Defender (hereinafter referred to as “PD”) for their consult as to the capacity of proposed patient per the Welfare and Institutions Code.
- b) A review of the patient’s medical record is conducted by a committee of two physicians, at least one of whom shall have personally examined the patient. One physician shall be appointed by Kern Medical and one shall be appointed by the local behavioral health director [KernBHRS]. Both shall be either board-certified or board-eligible psychiatrists or board-certified or board-eligible neurologists.
 - 1) Persons who serve on these review committees shall not otherwise be personally involved in the treatment of the patient whose case they are reviewing.
 - 2) It shall be the responsibility of the KernBHRS Director to promulgate a list of physicians eligible to serve as local behavioral health director appointees to pre-treatment review committees. Kern Medical shall select one physician from this list who is available to participate in this process. The physician selected from this list is considered “appointed by the KernBHRS Director.” This KernBHRS physician will have access to patient’s medical record in order to participate in the committee review.
 - 3) This review committee must unanimously agree with the ECT Psychiatrist’s determinations. Such agreement shall be documented in the patient’s medical record and on the Pre-Treatment Review Committee Statement signed by both physicians.

KernBHRS Responsibilities:

1. KernBHRS Director shall promulgate a list of physicians eligible to serve as an appointee to the pre-treatment review committees. This physician must not be personally involved in the treatment of the patient who is being reviewed. This physician will be on staff at KernBHRS. Kern Medical shall select one physician from the list provided and that selection shall be considered "appointed by the local behavioral health director."

KCHA Responsibilities:

1. KCHA shall select one physician from the eligible KernBHRS list of physicians to serve as one half of the review committee on behalf of KernBHRS. Notice of selected physician shall be provided to KernBHRS Medical Services Administrator and Medical Director.
2. KCHA shall appoint one physician to serve as one half of the review committee on behalf of KCHA.
3. If the involuntary patient does not consent to the ECT treatment and the ECT treating physician, the attending physician, and the public defender believe that the patient does not have capacity to give consent, then a petition will need to be filed in Superior Court to determine the patient's capacity to give consent.

State Reporting Requirements

1. Quarterly, Kern Medical shall report to Kern BHRS, utilizing the States Convulsive Treatments Administered Quarterly Report. Reports shall be made regardless of whether or not any ECT treatment methods were used during the quarter.
 - a. When more than one seizure is induced in a single treatment session, each seizure shall be considered a separate treatment for records-keeping and reporting purposes.
2. KernBHRS shall transmit reports received to the Director of the State Department of Health Care Services, or to the office designated by the Director, by the 15th day of the month following the end of the quarter.
3. Likewise, any physician who considers ECT a service that the physician provides, and whose use of ECT is not included in any facility's report, must submit a quarterly report to the local behavioral health director even if such treatment was not administered during that particular quarter.
4. Quarterly, KernBHRS shall forward to the Medical Board of California any records or information received from the quarterly ECT reports indicating violation of the law and the regulations that have been adopted thereto.

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EXHIBIT D-2 – LPS TRANSPORTATION

Transportation agreement of Kern County Hospital Authority/Kern Medical Behavioral Health Unit (BHU) to transport patients to court for hearings (also referred to as “hearings”) related to their involuntary hold pursuant to the Lanterman Petris Short (LPS) Act.

This amendment shall apply to any individual who is on an involuntary hold pursuant to the LPS act from Kern County, or one of the counties that Kern County currently has an MOU with to accept. This amendment shall not apply to individuals who are admitted to the BHU, or who are residents of any other county.

Kern Medical Will:

- Notify Kern Behavioral Health and Recover Services (KernBHRS) of the filing of any petition that will lead to a hearing as soon as that information becomes available, to allow KernBHRS the most time to coordinate any necessary transportation of patient to said hearing.
- This information should be passed via e-mail to: CourtTransport@KernBHRS.org
- Once a time and date for the hearing is known to BHU staff, that information shall also be relayed, via email to the above address.
- When legally appropriate, BHU shall request that a hearing be held virtually to mitigate any safety risk to the patient and/or the public. This request can be made through County Counsel.
- Provide information of patient’s current needs to KernBHRS to facilitate a safe transport including but not limited to any elopement risk, risk of violence, suicide risk, and any pertinent medical conditions within 8 hours of receiving the transportation notice.
 - Note: some medical conditions (i.e. non-ambulatory status) will require additional planning and collaboration.
- Specific plans for the hand-off and return of the patient will be worked out between KM and KernBHRS on a case-by-case basis, prior to the time for pick up.
- Maintain the patient as admitted, on the LPS hold, to BHU while away from the facility.
- If medication is scheduled to be administered, Kern Medical is responsible for administering the medication for the client prior to leaving the BHU and at other intervals as prescribed (See KernBHRS section for information on obtaining medication during the day). If the patient is to be away from the hospital for more than 4 hours, KM will provide needed food for the patient.
- Document the time, date, and reason the patient will be absent from the BHU in the electronic health record.

KernBHRS will:

- KernBHRS will communicate the actual time of pickup as soon as that time is known, sending this information via KernMedicalBHU@KernMedical.com, including an estimate on the length of time patient will be away from the BHU.
- KernBHRS will utilize Trans-West or KernBHRS secure vehicle for transportation and KernBHRS staff for client supervision during the court proceedings. KernBHRS will transport the patient to their court hearing.

- KernBHRS will meet BHU staff at the BHU to allow for patient hand off to occur in a controlled environment. Upon return, patient will be returned by KernBHRS to BHU.
- If the patient is going to be away from the hospital during the time that afternoon medication will be administered, KernBHRS will transport the patient back to the hospital during the lunch hour for administration. County Counsel will work with the court to ensure that enough time is given to the parties to ensure that this can occur.
- Notify the BHU ((661) 326-2715 - ask for the Charge Nurse) if patient's hold is retained and is being returned to BHU, and/or the hold is dropped, and the patient is released or if the patient is returned to the BHU for discharge.
 - KernBHRS will encourage the patient to return to the BHU if the hold is dropped to retrieve their belongings and complete the hospital discharge process with any necessary/required medications and discharge paperwork. Noting once the patient is released from their hold by the court, he/she has the right to refuse to return to the hospital, but the BHU will be notified regardless.
- Appropriately document the encounter in the KernBHRS Electronic Health Record per KernBHRS policy and procedures.
- KernBHRS staff will follow KernBHRS policy and procedures regarding incidents of crisis intervention and AWOLs during court transportations.

In order to ensure that all parties are on the same page regarding potential hearing timeframes (for notice purposes), the below information is provided. Note that this information is only a rough timeframe for the holding of hearings and is subject to change per court availability.

WRITS AND RIESES:

- Petitions filed on Monday are heard Tuesday at 1:30PM.
- Petitions filed on Tuesday, Wednesday, and Thursday before 10:30AM are heard Thursday at 1:30PM.
- Petitions filed after 10:30 on Thursday are heard either Friday or Monday at 1:30PM at the court's discretion.
- Petitions filed on Friday are heard Tuesday at 1:30PM.
- Patients may appear remotely for these hearings, if they so desire.

POST CERTIFICATION HOLDS:

- The initial hearing on this type of petition will be heard the Wednesday following its' filing at 1:30PM. The patient may be able to appear remotely for this hearing, if they so desire.
- Any bench or jury trial will be set between the parties and the court and will require that the patient be personally present, unless waived by counsel.

*** Please note, these hearing times are the schedule at the time of the signing of this amendment. They are subject to change at the will of the court. Please check with Court or County Counsel for current information.

**EXHIBIT “J” – DHCS REQUIRED QUALITY STANDARDS FOR LICENSED, WAIVERED,
REGISTERED AND/OR CERTIFIED PROVIDERS**

A. KernBHRS and KCHA shall adhere to the California Department of Health Care Services’ (DHCS) Title 42 of the Code of Federal Regulations, Part 438.214 and to DHCS MHSUDS Information Notice No. 18-019, in order to ensure that providers are licensed, registered, waived, and/or certified as required by state and federal law.

B. Pursuant to California Business and Professions Code Section 809.08, KCHA desires to share peer review information with KernBHRS to assist KernBHRS in its credentialing, evaluation, and peer review functions.

C. KCHA Human Resources shall observe the following requirements for Licensed Practitioners of the Healing Arts (LPHA), Clinicians and Nurses (Registered Nurse or Vocational Nurse) working on the KCHA Behavioral Health Unit (BHU):. For all licensed, waived, registered and/or certified Practitioners, KernBHRS will verify KCHA’s primary source verification efforts either through an auditing process of KCHA’s primary source verification efforts or through KCHA submitting these documents directly to the KernBHRS Credentialing Team or designee.

a. PRIMARY SOURCE VERIFICATION shall be required in the following areas at the time of Nurse hire and prior to expiration of licensure and/or certification, as applicable.

- i. The appropriate license and/or board certification or registration, as required for the particular provider type;
- ii. Evidence of graduation or completion of any required education, as required for the particular provider type, this may be satisfied by the licensing agency as a condition of license issuance;
- iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
- iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
- v. Work history;
- vi. National Provider Identifier number;
- vii. Practitioner information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/> ;
 - i. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan’s provider network. This list is available at:

<http://files.medical.ca.gov/pubsdoco/SandILanding.asp> KCHA uses Provider Trust to validate the suspended and ineligible provider list.

j. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards;

k. Employee Attestation consisting of five (5) required elements:

- Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation.
- A history of loss of license or felony conviction;
- A history of loss or limitation of privileges or disciplinary activity;
- A lack of present illegal drug use; and
- The application's accuracy and completeness

D. KCHA Credentialing shall observe the following requirements for Physician, non-physician Licensed Practitioner of the Healing Arts (LPHAs – Nurse Practitioner and/or Physician Assistant) Credentialing working on the BHU:

a. PRIMARY SOURCE VERIFICATION shall be required in the following areas at the time of Practitioner credentialing and prior to expiration of licensure and/or board certification, as applicable.

- i. The appropriate license, as required;
- ii. The appropriate board certification as required;
- iii. Evidence of graduation or completion of any required education, as required for the particular provider type;
- iv. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
- v. Work history;
- vi. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

1. ADDITIONAL INFORMATION KCHA will verify and document the following information from each Practitioner every two (2) years thereafter, as applicable.

- a. Work history;
- b. Hospital and clinic privileges in good standing;
- c. History of any suspension, reduction or revocation or of clinical privileges;
- d. Current, unrestricted Drug Enforcement Administration certification;
- f. Current malpractice insurance in an adequate amount, as required for the particular Practitioner;
- g. History of liability claims against the Practitioner;
- h. Practitioner information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/> ;
- i. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> KCHA currently uses [Search the Exclusions Database | Office of Inspector General \(hhs.gov\)](#) and SAM.gov to verify and monitor any sanctions or exclusions.
- j. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards;
- k. Employee Attestation consisting of five (5) required elements:
 - Any limitations or disabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation.
 - A history of loss of license or felony conviction;
 - A history of loss or limitation of privileges or disciplinary activity;
 - A lack of present illegal drug use; and
 - The application's accuracy and completeness

2., To avoid duplicating credentialing efforts by both KernBHRS and KCHA, after a physician has been credentialed by KCHA, KernBHRS will accept a letter from KCHA credentialing staff indicating that a physician was fully credentialed by their organization and in adherence with state and federal guidelines that dictate credentialing standards.

- E. EXCHANGE.** KCHA agrees to provide KernBHRS with information regarding a Licensed Practitioners of the Healing Arts (LPHA), Clinicians and Nurses (Registered Nurse or Vocational Nurse) credentialing files as outlined in Section C of this Exhibit. The requested information will be limited to fulfil the requirements of KernBHRS' LPHA and Nurses credentialing audits. The request shall be complied with in an efficient manner.
- F. CONFIDENTIALITY.** KernBHRS and KCHA recognize that the information exchanged under this Agreement is confidential. To the extent such information is protected by Section 1157 of the California Evidence Code, it is intended to remain protected after transmission under this Agreement. KernBHRS commits to maintain the confidentiality of information received under this Agreement and to use the information received only for its own credentialing, peer review, evaluation and quality improvement purposes and not to further disclose such information without written consent of KCHA.
- G. INDEMNIFICATION.** County shall indemnify, defend, and hold harmless KCHA and Kern Medical for any and all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, resulting in any manner, directly or indirectly, from KernBHRS' improper release or disclosure of information shared pursuant to this Agreement and Section 809.08. This indemnity obligation shall survive the expiration or termination of the Peer Review Sharing Agreement with respect to information provided to KernBHRS by KCHA.

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

June 21, 2023

SUBJECT: Proposed Healthcare Master Agreement with Nuance Communications, Inc. for the purchase of a Radiology Dictation System service

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical is requesting that your Board approve the proposed Healthcare Master Agreement with Nuance Communications, Inc. for the purchase and use of Powerscribe 360 software and hardware for the Department of Radiology. Kern Medical has worked with Nuance Communications, Inc. through the Department of Radiology since 2011. The current agreement for Nuance Communications, Inc.'s services is administered through the Change Healthcare Picture Archiving and Communication System (PACS) agreement as a third-party purchase. Now, as we are transitioning PACS from Change Healthcare to Novarad, a direct service agreement is required to continue the current service arrangement with Nuance Communications, Inc.

Counsel is unable to approve as to form due to nonstandard terms which include the use of late fees, indemnification limited to claims of infringement, and limited reporting requirements for privacy breaches. Efforts were made to negotiate with the vendor, but to no avail.

Therefore, it is recommended that your Board approve the Healthcare Master Agreement with Nuance Communications, Inc. for a Radiology Dictation System in an amount not to exceed \$18,000 from July 1, 2023 through June 30, 2024, and authorize the Chairman to sign.



HEALTHCARE MASTER AGREEMENT

THIS HEALTHCARE MASTER AGREEMENT (the “**Agreement**”) is effective as of the date when signed by the last Party hereto (the “**Effective Date**”) by and between Nuance Communications, Inc., having a place of business at 1 Wayside Road, Burlington, MA, 01803, USA (“**Nuance**”), and Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center, having a place of business at 1700 Mount Vernon Ave, Bakersfield, CA, 93306, USA (“**Company**”). This Agreement consists of the General Terms and Conditions, and all Schedules and exhibits hereto. Nuance and Company are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

General Terms and Conditions

In consideration of the mutual covenants stated below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the meanings set forth below:

- 1.1. “**Affiliates**” means any entity that is directly or indirectly controlled by, under common control with, or in control of a Party. For these purposes, an entity shall be treated as being controlled by another if that other entity (i) has fifty percent (50%) or more of the votes in such entity, or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.
- 1.2. “**Authorized User(s)**” are those individuals who are authorized, subject to the terms and conditions of this Agreement, to access and use the Nuance Software and/or Hosted Services, which individuals are limited to those authorized under the applicable Schedule or Order.
- 1.3. “**Company PO**” means a Company-generated purchase order for Software, Equipment and/or Services, that (i) references the quote number and date of the applicable Nuance Quote against which the purchase order is issued, or (ii) sets forth, in detail, the Software licenses, Equipment, and/or Services that Company seeks to purchase (including number of license units and license type), the price associated with each item, and includes a cross-reference to this Agreement.
- 1.4. “**Data**” means the audio, image, and/or text data input, all data elements output (e.g. interpretation of clinical contents in xml or other format), associated transcripts or medical reports, whether in draft or final form, any information received from Company under any Order under this Agreement, or any other clinical information received by Nuance from Company under this Agreement.
- 1.5. “**Documentation**” means the administrative guide and user’s guide provided by Nuance to Company to facilitate the use of the Nuance Products and Hosted Services.
- 1.6. “**Equipment**” means Nuance Equipment and Third Party Equipment, collectively.
- 1.7. “**Hosted Service**” means a Nuance proprietary subscription-based software as a service (SaaS) offering specified in an Order, as more particularly described in the applicable Schedule. Any software provided by Nuance which is sited at Company (for example client software to access the Hosted Services) is considered Software and subject to the terms governing Software.
- 1.8. “**Maintenance Services**” means (i) the services that Nuance provides, pursuant to an Order, to maintain Software and Equipment (as applicable), as more fully described at <http://www.nuance.com/healthcare-maintenance> under “Healthcare Hardware and Software Maintenance Options” (“**Web Maintenance Services Terms**”) or (ii) as otherwise provided in an applicable Schedule. Maintenance Services does not mean or include Hosted Service support.
- 1.9. “**Nuance Equipment**” means Nuance manufactured hardware specified in an Order.

1.10. **“Nuance Products”** means the Nuance Software and Nuance Equipment, collectively.

1.11. **“Nuance Quote”** means a Nuance-generated quotation for Software, Equipment and/or Services, that lists the Software licenses, Equipment and/or Services that Company seeks to purchase (including number of license units and license type), and the price associated with each item.

1.12. **“Nuance Software”** means the object code version of any Nuance proprietary software product specified in an Order, including all corrections, modifications, enhancements, Updates and Upgrades (if any) thereto that Nuance may provide to Company under this Agreement, and all related Documentation.

1.13. **“Order”** means an order for Software licenses, Equipment and/or Services that is (a) issued by Company in the form of a Nuance Quote or Company PO signed by Company (physically or electronically), and (b) accepted by Nuance. An Order includes any applicable Statement of Work.

1.14. **“Professional Services”** means any installation, project management and/or consulting services provided by Nuance pursuant to an Order, as specified in an Order, and which may be more fully described in a Statement of Work.

1.15. **“Schedule”** means each of the schedules set forth in Exhibit B of this Agreement or as added to Exhibit B by amendment. Schedules are a part of this Agreement and define the specific terms that apply to the applicable Nuance Products and Services.

1.16. **“Services”** means Maintenance Services, Training Services, Professional Services and/or Hosted Services, as applicable.

1.17. **“Software”** means Nuance Software and Third Party Software, collectively.

1.18. **“Statement of Work”** or **“SOW”** means the supplement to an Order, setting forth, in more detail, the Professional Services and/or Training Services purchased under the Order.

1.19. **“Term”** is defined in Section 7.1 of these General Terms and Conditions.

1.20. **“Third Party Equipment”** means any third party manufactured hardware specified in an Order.

1.21. **“Third Party Software”** means any third party proprietary software specified in an Order.

1.22. **“Training Services”** means any training services provided by Nuance pursuant to an Order, as specified in an Order.

1.23. **“Update”** means a release of Nuance Software, issued as part of Maintenance Services, that may include minor feature enhancements, and/or bug fixes and/or fixes of minor errors and/or corrections, and typically is identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). “Update” shall not be construed to include Upgrades.

1.24. **“Upgrade”** means a release of Nuance Software, issued as part of Maintenance Services, that may include some feature enhancements and/or additional capabilities (functionality) over versions of the Nuance Software previously supplied to Company, and typically is identified by an increase in the release or version number to the left of the decimal (for example, an increase from Version 5.2 to Version 6.0). Upgrades do not include new software and/or products that Nuance, in its sole discretion, designates and markets as being independent from the previously purchased Nuance Software.

2. SCOPE OF AGREEMENT. Company agrees to purchase from Nuance, and Nuance agrees, subject to the terms and conditions of this Agreement, to supply to Company the Software licenses, Equipment and Services, as specified in each Order. Nuance may accept an Order by fulfilling it.

3. GRANT OF RIGHTS.

3.1. Software.

3.1.1. **License Grant.** Subject to the terms and conditions of this Agreement, Nuance grants to Company, and Company accepts, a limited, non-exclusive, non-transferable, non-sub-licensable license to permit its Authorized Users to use the Nuance Software and / or Hosted Services listed in the applicable Order, strictly in accordance with the license grant specified in the applicable Schedule, provided such use is (i) commensurate with the intended use of

the Nuance Software (as prescribed in this Agreement and the applicable Documentation), and (ii) solely for Company's internal business purposes.

3.1.2. **Third Party Software.** Third Party Software supplied by Nuance is subject to the terms and conditions of this Agreement and the applicable third party terms.

3.1.3. **Updates and Upgrades.** Upon installing any Update or Upgrade to Nuance Software, Company shall discontinue use of the previous version of such Nuance Software and Company will be licensed to use only the updated or upgraded version of the Nuance Software, in accordance with the license granted by Nuance with respect to such Nuance Software.

3.2. **Equipment.** Equipment supplied by Nuance is subject to the terms and conditions of this Agreement and, if Third Party Equipment, the applicable third party terms.

3.3. **Proprietary Rights; Restrictions.** Notwithstanding any use of the term "sale," "purchase" or other similar terms in this Agreement, Nuance and its licensors retain all right, title and interest in and to the Software, Services and Documentation, and any derivative works thereof, including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith. Without limiting the generality of the foregoing, Company will not itself, directly or indirectly, and will not permit Authorized Users, other employees or contractors, or any third party to (i) access the Hosted Services with software or means other than as described in this Agreement, (ii) submit any automated or recorded requests to the Hosted Services except as otherwise provided in this Agreement, (iii) modify, port, translate, or create derivative works of the Software, Services, or Documentation, (iv) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Software or Services by any means, (v) sell, lease, license, sublicense, copy, assign, transfer, share, market, or distribute the Software, Services or Documentation, except as expressly permitted in this Agreement, (vi) grant any access to, or use of, the Nuance Software or Services on a service bureau, timesharing or application service provider basis, (vii) remove any proprietary notices, labels or marks from the Software, Services or Documentation, (viii) release to a third party the results of any benchmark testing of the Software or Services, or (ix) defeat or circumvent any controls or limitations contained in or associated with the use of the Software. In no event shall anything in this Agreement or in Nuance's conduct or course of dealing convey any license, by implication, estoppel or otherwise, under any patent, copyright, trademark or other intellectual property right not explicitly licensed. All rights not expressly granted to Company under this Agreement are reserved by Nuance and/or its licensors.

3.4. **Authorized Users.** Company is responsible for each Authorized User's compliance with the terms of this Agreement and shall ensure each Authorized User's compliance with the terms of this Agreement. Company will be liable for any act or omission by an Authorized User that, if performed or omitted by Company, would be a breach of this Agreement. Company shall promptly notify Nuance upon learning of any actual or suspected unauthorized possession or use of any Software or Hosted Services supplied under this Agreement.

4. **SERVICES.** Subject to the terms and conditions of this Agreement, Nuance will provide the Services as may be specified in an Order.

4.1 **Fixed Term Licenses.** Unless otherwise provided in an applicable Schedule or Order, Maintenance Services are provided as part of the license fees for fixed term licenses to Software.

4.2 **All Other Licenses.** Unless otherwise agreed by Nuance, Company is required to purchase first year Maintenance Services for all other licenses of Nuance Software. Nuance will provide the first year Maintenance Services indicated in the Order. If Nuance offers Maintenance Services for the applicable Software and/or Equipment for renewal periods, Nuance will, at least thirty (30) days prior to the end of the then-current Maintenance Service term, invoice Company for a subsequent one-year renewal term of Maintenance Services at the rates in effect on the renewal date. Company shall, if it wishes to renew annual Maintenance Services for the applicable Software and/or Equipment, pay the invoice for renewal Maintenance Services in full within thirty (30) days of the date of such invoice.

4.3 **Maintenance Services Terms.**

4.3.1 Company acknowledges that failure to pay its invoice for Maintenance Services within the required 30-day period will result in Maintenance Services expiring with respect to such Software and/or Equipment. If permitted by Nuance, Company may reinstate Maintenance Services that have expired, provided that Company first pays all Maintenance Services fees that would have been due for the period following the expiration of the previous Maintenance Service period, and orders all Professional Services (at Nuance's then-current rates) necessary to implement the then-current version of the applicable Software.

4.3.2 The annual Maintenance Services Term shall commence as described in the applicable Schedule and Order, and each subsequent annual Maintenance Services Service Term will commence on the anniversary thereof. Company must purchase the same Maintenance Service level for all Software licenses and Equipment units for a given Nuance Product.

4.3.3 Unless otherwise agreed, Nuance shall not be obligated to provide Maintenance Services for, or required as result of, (i) any Software or Equipment modified by any party other than Nuance, (ii) any Software or Equipment used for other than its intended purpose, (iii) any Software or Equipment used with equipment not specified as compatible in the Documentation, (iv) any Software or Equipment being used with software not supplied by Nuance, unless specified as compatible in the Documentation, (v) any Software or Equipment (or any associated equipment, software or firmware) which Company failed to properly install or maintain, (vi) any willful misconduct or negligent action or omission of Company, (vii) any computer malfunction not attributable to the Software or Equipment, or (viii) damage to Software or Equipment from any external source, including computer viruses not attributable to Nuance, computer hackers, or force majeure events.

4.4 **Training Services.** Unless otherwise agreed by the Parties, Training Services will be held at a designated Nuance location during Nuance's standard business hours, excluding Nuance recognized holidays. If the Parties agree to hold any Training Services at Company's site, all such Training Services (including associated travel time) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding Nuance recognized holidays. Company shall ensure that all Training Services attendees are or will be Authorized Users and have the skills and experience to participate in the training sessions.

4.5 **Professional Services.** Unless otherwise agreed by the Parties, all Professional Services (including associated travel) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding Nuance recognized holidays. Nuance reserves the right to deliver Professional Services directly or via third party subcontractors.

4.6 **Hosted Services.** Hosted Services will be as further described in, and will be provided by Nuance in accordance with, the applicable Schedule.

4.7 **On-Location.** If Nuance will perform Services at a location other than a Nuance facility, Company shall provide or arrange for the necessary equipment, information, and facilities required by Nuance to perform such Services, as reasonably specified by Nuance.

4.8 **Information Security Addendum.** The Parties agree to the Information Security Addendum attached hereto as Exhibit C and made a part of this Agreement.

5. MEDICAL CARE RESPONSIBILITY. COMPANY ACKNOWLEDGES THAT SOFTWARE AND SERVICES (INCLUDING WITHOUT LIMITATION ANY CONTENT FROM NUANCE'S SUBCONTRACTORS OR OTHER THIRD-PARTY PROVIDERS) ARE NOT ERROR FREE. FURTHERMORE, SPEECH RECOGNITION, NATURAL LANGUAGE PROCESSING, AND MEDICAL FACT EXTRACTION ARE STATISTICAL PROCESSES THAT ARE INHERENTLY INACCURATE AND THAT ERRORS OCCUR IN THE CONTENT, OUTPUT AND RESULTS OF SUCH PROCESSES THAT NUANCE IS NOT RESPONSIBLE FOR. COMPANY AGREES THAT IT IS THE SOLE RESPONSIBILITY OF COMPANY AND EACH AUTHORIZED USER TO IDENTIFY AND CORRECT ANY SUCH ERRORS AND INACCURACIES BEFORE USING AND/OR RELYING ON THE CONTENT, RESULTS OR OUTPUT OF ANY SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, FOR ANY MEDICAL-PRACTICE-RELATED PURPOSES. COMPANY AGREES THAT NUANCE IS NOT PROVIDING MEDICAL PRACTICE ADVICE, AND THAT COMPANY AND EACH AUTHORIZED USER WILL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, NECESSARY REVISIONS AND APPROVAL OF ANY AND ALL SUCH MEDICAL-PRACTICE-RELATED CONTENT, RESULTS OR OUTPUT. NUANCE ASSUMES NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

6. PAYMENT AND DELIVERY.

6.1 **Fees.** Company shall pay to Nuance all fees and other charges specified in each Order. All fees due under the Agreement are non-cancelable.

6.2 **Expenses.** Prices do not include travel expenses that may be incurred in the course of providing Services, including, but not limited to, transportation, meals, lodging and other living expenses. Company shall pay or

reimburse Nuance for all such charges and expenses reasonably incurred pursuant to the US General Service Administration per diems as Customer is a government entity.

6.3. Taxes. Company shall pay all taxes, duties, import and export fees, and any other charges or assessments, except the withholding of income taxes, which are applicable to the performance of this Agreement, and shall reimburse Nuance for any encumbrance, fine, penalty, or other expense which Nuance may incur as a result of Company's failure to pay any such taxes, duties, fees, charges, or assessments. For purposes of this Agreement, the term "taxes" shall include, but is not limited to any and all assessments and other governmental charges, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use, value added, ad valorem, consumption, transfer, franchise and withholding taxes, except taxes imposed on the net income of Nuance, together with all interest, penalties and additions imposed with respect to such amounts. If any applicable law requires Company to withhold an amount from any payment to Nuance hereunder, Company shall effect such withholding, remit such amount to the appropriate taxing authority, and supply Nuance with the tax receipt evidencing the payment of such amount to the government within sixty (60) days of its receipt by Company. To the extent that an income tax convention between the country of Nuance and the country of Company permits, upon the filing of a proper application, for a reduction or elimination of such withholding tax, the Parties shall cooperate in the completion and filing of such application. Company shall provide to Nuance, and Nuance shall complete and return to Company, all applicable forms required by the governing tax authority in order to secure the reduction or elimination of withholding tax as authorized by the convention.

6.4. Payment. Except as otherwise set forth in the applicable Order or Schedule, Company shall pay all invoices issued in U.S. dollars, either by electronic payment through Nuance's payment portal or by Automated Clearing House (ACH) or wire transfer, within thirty (30) days of the date of invoice in accordance with the remittance information contained on the invoice. Nuance shall provide further details as needed. Company agrees to set up paperless invoicing by sending an email to ar@nuance.com, with the email address(es) of individuals within Company's organization who should receive electronic invoices, and Nuance shall email invoices to such individual(s). Interest shall accrue at the rate of one percent (1%) per month on any amounts past due. Company shall reimburse Nuance for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts from Company. If Company fails to pay for any Equipment, Nuance reserves the right to repossess such Equipment. Nuance reserves the right to suspend Services to Company in the event any invoice is past due. Company must notify Nuance within thirty (30) days of the date of invoice if it disputes any amount contained in an invoice. Notwithstanding the foregoing, if Company elects not to renew annually-contracted auto-renewing Maintenance Services, Company shall not be required to pay the invoice for subsequent annual renewals, provided any requirements in the applicable Schedule or Order for prior written notice of non-renewal are met.

6.5. Company Purchase Orders. Company agrees to pay Nuance's invoices without a purchase order reference. Company acknowledges and agrees that if it is Company's standard practice to issue unsigned purchase orders, such purchase orders are valid and binding. Neither Party shall be subject to provisions of any pre-printed terms on or attached to purchase orders generated by Company, or any Company policies, regulations, rules, or the like, including those set forth in any Company-sponsored registration system, regardless if such requires affirmative acknowledgement from a Nuance representative.

6.6. Leasing Arrangements. If Company has entered into a lease arrangement with a third-party financing/leasing company ("Lessor") to finance an applicable Order, then subject to prior mutual written agreement between Nuance and Company, which shall not be unreasonably withheld by Nuance, and subject to the existence of a suitable arrangement between Nuance and the Lessor, Nuance shall, at Company's request, submit the invoice(s) for the Order to, and accept payment for the Order from, the Lessor. Notwithstanding the foregoing, Company remains fully liable to Nuance for all amounts due and owing under the Order. If Lessor fails to pay Nuance any amount due under the Order, when due, Company shall pay such amounts to Nuance immediately upon receipt of Nuance's invoice.

6.7. Audit. Company shall keep full, true and accurate records and accounts to support its use of the Software and Hosted Services, as applicable, under this Agreement. Nuance, or a third party appointed by Nuance, will have the right, not more than once a year and upon reasonable notice, to conduct an audit of Company's systems and records, to confirm compliance with the terms of this Agreement. Any audit will be performed during Company's normal business hours. If an audit reveals that Company's Software or Hosted Services usage exceeds its usage rights, as granted by Nuance, Company shall pay Nuance for all such excess usage, based on Nuance's standard pricing in effect at the time of the audit. If such excess usage exceeds five percent (5%) of the authorized usage, Company shall also

pay Nuance's reasonable costs of conducting the audit. Nothing in this Section 6.7 will limit any other remedy available to Nuance.

6.8. Shipment. For Orders with Software and/or Equipment requiring delivery within the United States, such Software and/or Equipment will be shipped "FCA Destination." For Orders with Software and/or Equipment requiring delivery outside the United States, unless otherwise specified in the applicable Schedule or Order, such Software and/or Equipment will be shipped "CPT Destination," or, at Nuance's option, "EX WORKS" with carrier arranged by Company. Company shall bear all shipping, freight and transportation charges from Nuance's warehouse facility.

7. TERM; TERMINATION.

7.1. Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms hereof, will continue in effect, unless the Parties otherwise agree in writing ("**Term**"). Each Party's rights and obligations related to Nuance Software licenses and/or Services delivered pursuant to an Order shall be limited to the duration or term of such Nuance Software license or Service as specified in the applicable Schedule or Order.

7.2. Termination for Cause. Either Party may terminate this Agreement or any Order upon written notice if the other Party commits a material breach of this Agreement or such Order and fails to cure such breach within thirty (30) days of receipt of written notice describing such breach. Notwithstanding the foregoing, Nuance may terminate this Agreement and/or any Order immediately upon written notice to Company if Company (a) infringes Nuance's intellectual property rights, (b) commits, or permits any third party to commit, any breach of confidentiality obligations under Section 9 ("Confidentiality"), or (c) Company has a receiver appointed to handle its assets or affairs, admits that it is insolvent, or is otherwise unable to pay its debts as they mature, or ceases to do business in the ordinary course.

7.3. Effect of Termination. Upon termination of this Agreement, all Orders issued under this Agreement will immediately terminate. Upon the termination of an Order, all Nuance Software licenses and Services under such Order shall immediately terminate, and Company shall immediately (a) cease use of the applicable Nuance Software (in any form, including partial copies in its possession or under its control) and/or Services, (b) return to Nuance or destroy all copies of the Nuance Software and certify in writing to Nuance that no copies have been retained by Company within ten (10) days of any expiration or termination, and (c) pay any outstanding amounts due to Nuance.

7.4. Survival. Notwithstanding anything to the contrary in this Section 7, the provisions of Sections 1, 3.3, 3.4, 5, 6, 7.3, 7.4, 8, 9, 10, 11, 12, and 14 of these General Terms and Conditions shall survive expiration or termination of this Agreement.

8. HIPAA. The Parties agree to the Business Associate Terms and Conditions attached hereto as Exhibit A and made a part of this Agreement, wherein Nuance may be referred to as "Business Associate" and Company may be referred to as "Covered Entity."

9. CONFIDENTIALITY.

9.1. Definition. Subject to the exceptions contained in this Section 9.1, "Confidential Information" shall mean (a) all information disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the other Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure, and (c) the Nuance Software, Documentation, and information provided as part of any Services. Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known and available in the public domain through no fault of the Receiving Party, (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality, (iii) is disclosed with the prior written approval of the Disclosing Party, (iv) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party, or (v) is protected health information or any other personally identifiable information, the protection of which is governed by the Business Associate Terms and Conditions identified in Exhibit A. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

9.2. Permitted Disclosure. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be

used only for the purposes for which the order was issued, (b) is otherwise required by law, or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Nuance is aware that Company is a government entity and is subject to the California Public Records Act, *Cal. Govt. Code §6250 et seq.*, the Brown Act, *Cal. Govt. Code §54950 et seq.*, and other laws pertaining to government entities. Information required by law to be disclosed will not be considered Proprietary and Confidential by the Parties and will be disclosed only to the extent required to comply with that legal obligation

9.3. Use and Obligations. The Receiving Party will not use the Disclosing Party's Confidential Information for purposes other than as provided in this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information, to prevent its unauthorized use, disclosure, or publication to third parties, by using the same degree of care as the Receiving Party uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Confidential Information received by a Receiving Party hereto may be disclosed to and used by such Receiving Party's employees, agents and contractors in accordance with the terms and conditions of this Agreement, and each Party shall be liable for any act or omission by its Affiliates, and its and their respective employees, agents and contractors, which, if performed or omitted by such Party, would be a breach of this Agreement. Each Party agrees that its Affiliates, and its and their respective employees, agents and contractors, shall be bound by the terms of an agreement protecting against unauthorized use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to any person who does not have a need for such information.

9.4. Return of Confidential Information. The Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party in tangible form (i) upon the written request of the Disclosing Party, or (ii) upon the expiration or termination of this Agreement, whichever comes first. In both cases, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section 9.4. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information in electronic format in accordance with its corporate security and/or disaster recovery procedures.

10. DATA. Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow Nuance to use the Data in accordance with this Section 10. Company gives Nuance the right, and Nuance has permission to use, the Data in accordance with this Section 10, and to de-identify the Data in accordance with 45 C.F.R. §164.514. Nuance and third parties acting under the direction of Nuance may use, compile (including creating statistical and other models), annotate and otherwise analyze the Data to develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services. Nuance shall own all intellectual property rights in all enhancements and improvements to its software and services that result from such use of the Data. Any and all information that Company provides will remain confidential, and Nuance may only provide access to Data to third parties acting under the direction of Nuance in order to fulfill the foregoing use of the Data, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law. Nuance will not use the names of individuals and companies to contact anyone for any reason. Nuance receives, uses and/or maintains only copies of official medical records or portions thereof, the originals of which must continue to be maintained by Company or its contractors. Accordingly, the foregoing Data shall not be deemed an official medical record or health record for any patient. Notwithstanding anything in this Agreement to the contrary, for Data which has been de-identified as provided above, Nuance will be permitted to retain, use and disclose such de-identified data during and after termination of this Agreement, subject to the provisions of, and for the purposes permitted in, this Section and the Business Associate Terms and Conditions.

11. LIMITED WARRANTIES.

11.1. Nuance Software Warranty. Nuance warrants that upon initial installation of the Nuance Software (in the case of Nuance Software that, pursuant to the applicable Order, is to be installed by Nuance) or initial delivery of the Nuance Software to Company (in all other cases), and for a period of ninety (90) days thereafter (the "Software Warranty Period"), the Nuance Software will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and Nuance's sole obligation for any breach of the warranty set forth in this Section 11.1 will be for Nuance, at Nuance's option, to undertake reasonable efforts to correct or replace the nonconforming Nuance Software reported by Company during the Software Warranty Period, or to accept a return of and refund to Company, the fees paid by Company to Nuance for such non-conforming Nuance Software, and terminate the license to any such non-conforming Nuance Software.

11.2. Nuance Equipment Warranty. Nuance warrants that upon initial installation of the Nuance Equipment (in the case of Nuance Equipment that, pursuant to the applicable Order, is to be installed by Nuance) or initial delivery of the Nuance Equipment to Company (in all other cases), and for a period of ninety (90) days thereafter (the "Equipment Warranty Period"), the Nuance Equipment will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and Nuance's sole obligation for any breach of the warranties set forth in this Section 11.2 will be for Nuance, at Nuance's option, to undertake reasonable efforts to correct or replace the nonconforming Nuance Equipment reported by Company during the Equipment Warranty Period, or to accept a return of and refund to Company, the fees paid by Company to Nuance for such non-conforming Nuance Equipment.

11.3. Services Warranty. Nuance warrants that the Maintenance Services, Training Services and Professional Services provided by Nuance pursuant to this Agreement shall be performed in a professional manner by trained and skilled personnel. Company must notify Nuance of any breach of such warranty within ninety (90) days following performance of the non-conforming Services giving rise to the breach of warranty claim. Company's sole and exclusive remedy and Nuance's entire liability for any breach of the warranty set forth in this Section 11.3 will be for Nuance to re-perform such non-conforming Services that Company notified Nuance of in accordance herewith.

11.4. Limitation of Warranties. The warranties set forth in this Section 11 ("Limited Warranties") shall not apply, and Nuance shall have no warranty obligation or liability with respect to, (a) any Nuance Product that (i) is damaged through no fault of Nuance, (ii) is modified by anyone other than Nuance, (iii) is used for any purpose other than its intended purpose (as specified in the Documentation), (iv) is used with equipment not specified as compatible with the Nuance Product in such Nuance Product's Documentation, (v) is used with software not specified as compatible with said Nuance Product in the Nuance Product's Documentation, (vi) Company fails to properly install or maintain, (b) any computer malfunction not attributable to the Nuance Products or Nuance, (c) any incorrect use of the Nuance Products, or (d) any willful misconduct or negligent action or omission of Company.

11.5. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 11 ("LIMITED WARRANTIES") ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NUANCE HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND TITLE. NUANCE DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. NUANCE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE OR ANY THIRD-PARTY EQUIPMENT. UNDER NO CIRCUMSTANCES SHALL NUANCE'S THIRD-PARTY SUPPLIERS OF ANY COMPONENT OF THE NUANCE SOFTWARE, HOSTED SERVICES OR NUANCE EQUIPMENT BE RESPONSIBLE OR LIABLE TO COMPANY OR ITS AFFILIATES FOR ANY DAMAGES, DIRECT OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN. SUCH THIRD-PARTY SUPPLIERS ARE THIRD PARTY BENEFICIARIES OF THE FOREGOING SENTENCE.

11.6. Company acknowledges its responsibility to regularly back-up data and to adequately test prior to deployment each production version of the Software in a configuration that reasonably simulates Company's planned production environment. For Hosted Services, Nuance shall be under no obligation to maintain Data for Company beyond the data retention periods specified in the Documentation.

12. LIMITATION OF LIABILITY.

12.1. The following provisions set out the exclusions and limitations of liability of Nuance and its Affiliates, and their respective officers, agents, contractors and employees, to Company and its Affiliates, and their respective officers, agents, customers, contractors and employees, under or in connection with this Agreement, and/or in connection with any tortious act or omission including without limitation negligence and/or breach of duty including statutory duty arising under or in connection with this Agreement.

12.2. Nothing in this Agreement shall be taken to exclude or limit Nuance's liability for fraud or fraudulent misrepresentation, for intentional or criminal misconduct; for death, personal injury or tangible property damage caused by its negligence in providing services at Company locations; or to the extent that such exclusion or limitation is not otherwise permitted by law.

12.3. Subject to the foregoing provisions of this Section, Nuance shall not be liable for loss of profits or revenues, loss of anticipated savings, loss of customers, or loss of use of any software or data, nor for any special, consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation, howsoever caused, which arise out of or in connection with this Agreement or the Services.

12.4 Except for Nuance's liability under Section 12.2 above, which shall not be excluded or limited under this Agreement, the Parties, having assessed the risks, agree that Nuance's total liability shall not exceed for each consecutive 12 months period ("Annual Period") of this Agreement (the first period commencing on the Effective Date) an aggregate amount equal to 100% of the amount paid by the Company during the corresponding Annual Period. Notwithstanding anything to the contrary, Nuance's limitations of liability shall not apply to, affect, or limit: any of Nuance's duties to indemnify Company in accordance with this agreement.

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

13. INDEMNIFICATION.

13.1. Nuance shall, at its own expense, defend or, at its option, settle, any action brought against Company by a third party, during the Term, to the extent it is based on a claim that the Nuance Software and/or Hosted Services infringes any United States or Canadian patent, copyright or trademark, or misappropriates a trade secret of such third party. Nuance will indemnify and hold harmless Company against any damages and losses that are attributable to such claim or action and are assessed against Company in a final judgment.

13.2. Nuance shall have the foregoing obligations only if Company provides Nuance with (a) a prompt written request to undertake the defense in such claim or action, (b) sole control and authority over the defense and settlement thereof, and (c) all available information and assistance necessary to settle and/or defend any such claim or action. If the Nuance Software and/or Hosted Services becomes, or in the opinion of Nuance, is likely to become, the subject of an infringement claim or action, Nuance may, at its option, (a) procure, at no cost to Company, the right to continue using the Nuance Software and/or Hosted Services, (b) replace or modify the Nuance Software and/or Hosted Services to render it non-infringing, provided there is no material loss of functionality, or (c) if, in Nuance's reasonable opinion, neither (a) nor (b) above are commercially feasible, terminate Company's right to use such Nuance Software and/or Hosted Services and (i) with respect to perpetual Nuance Software licenses, refunding the license fees Company paid for such Nuance Software, depreciated on a straight-line sixty (60) month basis from the delivery date, and (ii) with respect to Hosted Services, or term licenses or maintenance and support fees for Nuance Software, refund any prepaid and unused fees paid by the Company for the infringing Nuance Software and/or Hosted Services.

13.3. Nuance will have no obligation or liability under this Section for any claim or action resulting from any of the following: (a) any claim or action that would have arisen due to Company's business activities without use of the particular technology employed by the Nuance Software and/or Hosted Services, or (b) any claim or action resulting from any of the following: (i) modifications to the Nuance Software and/or Hosted Services by a party other than Nuance, (ii) the combination of the Nuance Software and/or Hosted Services with other products, processes, or materials not provided by Nuance if the Nuance Software and/or Hosted Services itself would not infringe, (iii) specifications or requirements supplied by Company that were used for the configuration of the Nuance Software and/or Hosted Services, or (iv) where Company continues allegedly infringing activities after being provided with modifications that would have avoided the alleged infringement. This Section states the sole obligation and exclusive liability of Nuance (express, implied, statutory or otherwise), and the sole remedy of Company, for any third-party claims or actions of infringement of any intellectual property or other proprietary right.

14. MISCELLANEOUS.

14.1. **Assignment.** Company shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by Nuance. Notwithstanding the foregoing, either Party may assign its rights and obligations hereunder to a third party in connection with (i) a merger with, (ii) the sale of substantially all of its assets to, (iii) a consolidation with, or (iv) the sale or intercompany assignment of a substantial part or all of its business utilizing this Agreement, provided (a) the assigning Party provides the other Party with prompt written notice of such sale, merger or consolidation, and (b) the assignee agrees to be bound by all terms and conditions set forth by this Agreement. Any such assignment by Company shall not increase the scope of any license or Service without the prior written consent of Nuance.

14.2. Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.

14.3. Notices. All notices hereunder shall be sent by the notifying Party, in writing, to the other Party (Attention: General Counsel) at its address set forth above (or such other address as it may communicate to the notifying Party in writing). Notice shall be deemed delivered and effective (i) when delivered personally, (ii) five (5) days after posting when sent by certified United States mail (return receipt requested), or (iii) one (1) day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

14.4. Relationship between the Parties. In all matters relating to this Agreement, Company and Nuance shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity. Nuance shall at all times have the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Nuance hereunder unless otherwise provided herein. Nuance shall, at all times, be responsible for the compliance of its third parties involved in the delivery of the Services in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create any contractual relationship between Company and any such third parties, nor any obligation on the part of Company, to pay or to ensure the payment of any money due any such third party.

14.5. Governing Law. This Agreement shall be governed by the laws of the state of California, USA, without regard to choice of law rules, and Company hereby submits to the jurisdiction of the federal and state courts located in the state of California and the applicable service of process. The official text of the Agreement and any Addendum or any notices given on accounts or statements required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both Parties agree to write this document in English. Les Parties ont convenu de rédiger le présent document en langue anglaise.

14.6. Injunctive Relief. Each Party acknowledges that any use or disclosure of Confidential Information by a Receiving Party in breach of this Agreement or any violation of Nuance's, its Affiliates' or their respective licensors' intellectual property rights may cause irreparable damage to the non-breaching Party, for which remedies other than injunctive relief may be inadequate, and the breaching Party agrees that it shall not object to the non-breaching Party seeking injunctive or other equitable relief to restrain the alleged breach or violation. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

14.7. Partial Invalidity; Waiver. If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Parties shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by a Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. Neither a failure of a Party to exercise any power or right given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the other Party at variance with the terms hereof, shall constitute a waiver of a Party's right to demand exact compliance with the terms of this Agreement.

14.8. Publicity. Each Party is authorized to use the name and logo of the other Party on its website solely to identify such Party's relationship. In addition, either Party may refer to the existence of the Agreement or the relationship of the Parties in connection with a press release related to regulatory filings. Nuance may include Company's name in Nuance's customer list and may identify Company as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures. Company agrees that its name also may be listed in a quarterly Nuance earnings announcement as a new Nuance customer. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent.

14.9. Entire Agreement; Headings; Counterparts. This Agreement, its Schedules, Exhibits, Amendments, and all Orders issued hereunder constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a

written instrument signed by a duly authorized representative of each of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts and via electronic transmission, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

14.10. Order of Precedence. In the event of a conflict between or among the provisions in this Agreement, the order of precedence shall be as follows: (i) Business Associate Terms and Conditions, (ii) Schedules, (iii) General Terms and Conditions, (iv) Information Security Addendum (except as explicitly otherwise provided therein), (v) Maintenance Services terms, and (vi) each Order (except any invoicing or delivery terms explicitly stated on an applicable Order, or as explicitly otherwise provided in an applicable Order, or where the applicable Schedule states that Orders under such Schedule shall be superseding).

14.11. No Third Party Beneficiaries. Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

14.12. Export Controls; Government Use. Company shall comply with all applicable export and import laws and regulations and, unless authorized by applicable governmental license or regulation, shall not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination. If software or services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), the software, services and related documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101. The software and documentation consists of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.

14.13. Foreign Corrupt Practices Act. Company shall comply with all applicable laws or regulations in all countries in which Company conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Company confirms by way of signature of this Agreement that Company has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA") and shall comply with the FCPA at all times.

14.14. HHS Audit Right. Until the expiration of four (4) years after the furnishing of Services under this Agreement, Nuance shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Nuance that are necessary to certify the nature and extent of the costs for which Company seeks reimbursement. Nuance further agrees that if Nuance carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after furnishing services pursuant to such subcontract, the related organization shall make available to the Secretary or the Comptroller General, as the case may be, or any of their duly authorized representatives, the subcontract, and such books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

14.15. Discount Reporting Obligations. Any discount or rebate, including a single discounted item or bundled discounts, received by Company hereunder is a "discount or other reduction in price," as such terms are defined under (i) the discount exception of the Medicare/Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a 7b(b)(3)(A)) ("Discount Exception") and (ii) the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h) ("Discount Safe Harbor"), on the products or services purchased by Company under the terms of this Agreement. Under the Discount Exception or Discount Safe Harbor, Company may have an obligation to accurately report the net cost actually paid by Company, under any state or federal program which provides cost- or charge-based reimbursement for the products or services covered by this Agreement, or as otherwise requested or required by any governmental agency.

14.16. GPO. Nuance and Company agree that this Agreement (inclusive of any Schedules and Orders) is not connected in any way to any Group Purchasing Organization ("GPO"), and is not made part of or subject to the provisions of any GPO contract. No administrative fees (or similar fees) will be paid to any GPO as a result of the revenue hereunder.

14.17. CCPA Compliance. Nuance and Company shall each comply with all applicable provisions of the California Consumer Privacy Act (“CCPA”). Each party shall, upon the other’s reasonable written request, cooperate in good faith to enter into additional and modified terms to address any amendments to the CCPA or otherwise ensure the parties’ compliance. For the purposes of this Section 14.17, the terms “Personal Information”, “Consumer”, “Processing”, “Service Provider”, “Business Purpose”, “Commercial Purpose”, “Sell” and “Third Party” shall have the meaning given to those terms in the CCPA. To the extent that Nuance receives from Company any Personal Information of any Consumer for Processing on behalf of Company pursuant to this Agreement: (a) Nuance shall be a Service Provider to Company under the CCPA; (b) Nuance shall not retain, use or disclose the Personal Information for any purpose other than for the specific purpose of performing services under this Agreement or as otherwise permitted by the CCPA, including for any Business Purpose; (c) Nuance shall not retain, use or disclose the Personal Information for a Commercial Purpose other than providing the services under this Agreement, and (d) Nuance shall not Sell the Personal Information. If Nuance authorizes any subcontractor, service provider or third party to use, store or process Personal Information of Company, Nuance shall enter into contractual provisions so that such subcontractor, service provider or third party is a Service Provider and not a Third Party under CCPA.

14.18. Child Data. Company hereby represents and warrants that:

14.18.1. Company’s website, services, and products comply with or are not subject to the Children's Online Privacy Protection Act of 1998 (“COPPA”) and comply with all other applicable data protection laws (“Data Protection Laws”) that protect Personal Information (as such term is defined by applicable law) which is collected from children under the age of 16 (“Child Data”).

14.18.2. Company shall not use any Nuance Product or Service in connection with an online site, service, or product that targets children under the age of 16 as its primary audience (“Primarily Child-Directed”). The determination of whether an online site, service, or product is Primarily Child-Directed is based on empirical evidence regarding audience composition, evidence regarding the intended audience, such as subject matter, visual content, use of animated characters or child-oriented activities and incentives, music or other audio content, age of models, presence of child celebrities or celebrities who appeal to children, language or other characteristics of the website or online service, as well as whether advertisements, promotions, or appearances on the website or online service are directed to children.

14.18.3. Company shall not send to Nuance (in connection with maintenance, support and tools regarding the licensed Nuance Product or Service, or otherwise) any Child Data.

14.18.4. If Company uses any Nuance Product or Service in connection with mixed audience or general audience online sites, services, or products which may be accessed by children under the age of 16, but are not Primarily Child-Directed, Company shall maintain a verifiable parental consent mechanism, and issue direct notice and web notice, as required by Data Protection Laws, which adequately discloses and sufficiently covers the transfer of Child Data to Nuance and Nuance's collection and processing of such Child Data consistent with this Agreement and the Data Protection Laws.

The Parties further agree that Nuance is not an “operator” as that term is defined in COPPA. As between Company and Nuance, Company is solely responsible for any liability arising from Company’s noncompliance with its responsibilities and obligations under the Data Protection Laws and/or violation of the representations and warranties contained in this Section 14.18 (Child Data).

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first set forth above.

Kern County Hospital Authority

By: _____

Name: Russell Bigler

Title: Chairman, Board of Governors

Date: June 21, 2023

Nuance Communications, Inc.

By: Jeanne E Nauman
Jeanne E Nauman (Jun 14, 2023 12:00 CDT)

Name: Jeanne E Nauman

Title: VP Healthcare Global Deal Optimization

Date: Jun 14, 2023

REVIEWED ONLY
NOT APPROVED AS TO FORM

By: [Signature]
Legal Services Department

Exhibit A
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 Nuance (“**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”),

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 permitted in 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 successful Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or SubContractors that is not specifically permitted by this BAA no later than five (5) days after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but Unsuccessful 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 Unsuccessful Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. 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.

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 promptly report to Covered Entity without unreasonable delay but no later than ten (10) 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.

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 (i) reasonably cooperate and assist Covered Entity with any investigation into any state security breach notification laws ("State Breach") or alleged State Breach; (ii) reasonably 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) reasonably 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) reasonably 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 agree in writing to 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, Covered Entity acknowledges that Business Associate does not maintain any Designated Record Set on behalf of Covered Entity.

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, Covered Entity acknowledges that Business Associate does not maintain any Designated Record Set on behalf of Covered Entity

2.8 Accounting. Within thirty (30) days of receipt of a request from Covered Entity 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).

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.

2.11 Minimum Necessary. Business Associate (and its SubContractors) shall, to the extent practicable, limits 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, in writing, 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 in good faith negotiate and 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.

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, cyber liability insurance covering privacy and data security breaches of third party information (including regulatory fines and penalties, investigations, notifications as well as credit monitoring for affected individuals) in the amount equal to \$10,000,000. As wholly owned subsidiary of Microsoft Corporation, Business Associate may, at its option, meet the insurance requirements outlined above via commercial insurance, self-insurance, alternative risk financing techniques, or a combination of these options. Such insurance coverage will be maintained for the term of this BAA, and a copy of 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 reasonably available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, , 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. 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 Reasonable Indemnification Amounts (as defined below) to the extent resulting from an act or omission Business Associate's (including its employees, directors, officers, agents, or other members of its Workforce, and its SubContractors) that causes a 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. "Reasonable Indemnification Amounts" means reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, and costs of obtaining credit monitoring services and identity theft insurance, fines or settlement amounts owed to a state or federal government agency, and damages or settlement amounts payable to affected individuals, and reasonable attorneys' fees paid by Covered Entity.

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 ten (10) calendar 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.

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

Covered Entity's Notice Address:

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

Business Associate's Notice Address:

Attn: Privacy Officer
Nuance Communications, Inc.
1 Wayside Road
Burlington MA 01803
Phone: (781) 565-5000 /
Email: privacy@nuance.com

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

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

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

5.16 Governing Law; Applicable Law and Venue. This BAA shall be construed in accordance with the laws of the State of California applicable to agreements made and to be

performed in such state. Any dispute between the Parties shall be brought before the Superior Court of Kern County, California, which shall have jurisdiction over all such claims.

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

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

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.

Exhibit B
Schedule for

Nuance Diagnostics Solutions Platform

The terms of this Schedule ("Schedule") apply to the Nuance Diagnostics Solutions Platform, which includes Nuance Platform Products and Services and Third Party Add-On Products and Services specified in an Order. This Schedule is made part of the Healthcare Master Agreement or, if applicable, the online General Terms and Conditions Agreement between the Parties ("Agreement") and becomes binding on Company when Company executes an applicable Order. In the event of a conflict between the Agreement and the terms of this Schedule, the terms of this Schedule will prevail.

1. **Definitions.** For purposes of this Schedule, the following terms shall have the following meanings:

- 1.1. **"Annual Billing Period"** means each successive one-year period during the Order Term, commencing on the Go-Live Date.
- 1.2. **"Authorized Purposes"** means the purposes and activities for which Company is herein authorizing Nuance and its authorized third parties, and for which Company is authorized, to access, use or disclose Data via the Diagnostic Solutions Platform for Treatment, Payment, Health Care Operations (each as defined in 45 C.F.R. § 164.501) and/or public health activities, in each case in a manner consistent with the requirements of HIPAA and other applicable state and federal law.
- 1.3. **"Authorized Users"** means employees and individual independent contractors of Company, its Licensed Affiliates or Spokes who are authorized by Company or its Licensed Affiliates to access and use the Nuance Platform Products and Services and the Third Party Add-On Products and Services in accordance with the terms of this Schedule.
- 1.4. **"Diagnostic Solutions Platform"** means the existing and future Nuance Platform Products and Services and Third Party Add-On Products and Services.
- 1.5. **"Documentation"** means the administrative guide and user's guide provided by Nuance to Company to facilitate the use of the Nuance Platform Products and Services, which are subject to change at Nuance's discretion, provided such changes will not result in a material reduction in the level of performance or service availability of the applicable Nuance Platform Software or Nuance Platform Hosted Services.
- 1.6. **"Fees"** mean (a) fees for PowerScribe One, PowerShare, other Nuance Platform Hosted Services and/or Third Party Add-On Hosted Services as specified on an applicable Order (the "Hosted Services Fees"); (b) fees for Nuance Platform Software and/or Third Party Add-On Software as specified on an applicable Order (the "License Fees"); (c) fees for Professional Services and Training services specified on an Order; (d) additional Hosted Services Fees as set forth in Sections 5.4 and 5.5; and (e) any other fees, specified on an applicable Order.
- 1.7. **"Go-Live Date"** means, (i) for PowerScribe One and other Nuance Platform Products and Services, other than PowerShare, the date Nuance completes the Professional Services related to Company's access to such products and services, and they are therefore capable of processing data in Company's production environment and (ii) for PowerShare, the earlier of (x) the date Nuance completes the Professional Services related to Company's access to PowerShare, and PowerShare is therefore capable of processing data in Company's production environment, or (y) the date occurring ninety (90) days after the Order Effective Date.
- 1.8. **"Intellectual Property Rights"** means all rights, title and interests, including patent rights, copyrights, trademark rights, trade secret rights, and all other intellectual property rights throughout the world.
- 1.9. **"Initial Order Term"** means the period of time beginning on Go-Live Date and continuing for the duration of the Order Term specified in the applicable Order (which may be designated in the Order as the Order Term, Service Term or by other indication or duration.)
- 1.10. **"Licensed Affiliate"** means each Affiliate (if any) listed below that Company authorizes to access and use PowerScribe One and the associated Nuance Platform Products and Services identified on the applicable Order(s). "Affiliate" means a business entity that is controlled by Company. "Control" as used herein means control through ownership of a majority of shares of stock eligible to vote for members of the Board of Directors, or control by contract.

Licensed Affiliate

Address

- 1.11. “**Nuance Platform Products and Services**” means Nuance Software term-based licenses, including without limitation, PowerScribe 360 term-based licenses (“Nuance Platform Software”), and Hosted Services, including without limitation, PowerScribe One and PowerShare (“Nuance Platform Hosted Services”), that Nuance will provide for a fee, or as otherwise mutually agreed in writing by the Parties.
- 1.12. “**Order Effective Date**” means the date the Company signed the Order or submits a purchase order, unless otherwise specified in the Order.
- 1.13. “**Order Term**” means collectively, the Initial Order Term, and, if applicable, the Renewal Term(s) described in Section 6.1 below.
- 1.14. “**PowerScribe 360 Software**” means Nuance’s proprietary PowerScribe 360 software for creation of radiology Reports.
- 1.15. “**PowerScribe One**” means a proprietary Nuance Platform Hosted Service for creation of radiology Reports and its associated Client Component (as defined below) and any related on-premises software components.
- 1.16. “**PowerShare**” means a proprietary Nuance Platform Hosted Service for medical image exchange, including an Image Repository and Accelerator.
- 1.17. “**PIN**” means the Nuance Precision Imaging Network™, an AI-powered cloud platform that delivers patient-specific data and insights from diagnostic imaging into existing clinical and administrative workflows across the healthcare ecosystem to promote better patient care, lower costs, and enhance physician efficiency.
- 1.18. “**Report**” means an individual document, such as a medical report, or an addendum to a medical report, that is created by PowerScribe One or PowerScribe 360 Software. For example, a single medical report with four addendums shall constitute five Reports for purposes of this Schedule.
- 1.19. “**Spoke**” means an entity that Company authorizes to access and use its Image Repository to send or receive a Study. A Spoke must create its own PowerShare account with Nuance subject to the terms of use for the account. A Study uploaded to the Image Repository by a Spoke will contribute to Company’s Annual Baseline Study Volume.
- 1.20. “**Third Party Add-On Products and Services**” means (i) third party diagnostic software (“Third Party Add-On Software”), (ii) third party diagnostic hosted services (“Third Party Add-On Hosted Services”), (iii) Third Party diagnostic artificial intelligence applications that are available on PIN (“Third Party AI Applications”), and (iv) any other third party products or services that Nuance will provide for an additional fee, or as otherwise mutually agreed in writing by the Parties.

2. **PRODUCT SPECIFIC TERMS AND GRANT OF RIGHTS.**

- 2.1. **PowerScribe One License Rights.** Subject to the terms and conditions of this Schedule, Nuance hereby grants Company, and Company accepts a limited, revocable, non-exclusive and non-transferable license right, solely during the Order Term, for Company and its Licensed Affiliates to:

2.1.1. install and run, at any one time, one production instance of the Server Component and one non-production instance of the Server Component on a compatible physical or virtual operating system environment for each license to PowerScribe One or applicable Nuance Platform Product and Service purchased by Company; “Server Component” means (i) with respect to PowerScribe One, the on-premises software components of PowerScribe One that run on a Company server and provide services/functionality to the Client Component (as defined below) of PowerScribe One and (ii) with respect to Nuance Platform Software, the on-premises software components of the Nuance Platform Software that run on a Company server and provide services/functionality to the Client Component of the Nuance Platform Software. “Client Component” means the software that allows a personal computing device (as specified in the applicable Documentation) to access and utilize functionality in the Server Component. An instance of the Server Component is licensed only for use with one database;

2.1.2. allow Authorized Users to access and use PowerScribe One and Nuance Platform Products and Services identified in an applicable Order, provided that in each case such use and access is in a manner commensurate with the intended use of PowerScribe One, Nuance Platform Software or Nuance Platform Hosted Services as set forth in the applicable Documentation and for Authorized Purposes, and solely for the internal business purposes of Company and its Licensed Affiliates; and

2.1.3. allow Authorized Users to reproduce and install copies of the Client Component and the on-premises components of PowerScribe One on as many devices of a type prescribed by the Documentation as is reasonably necessary to exercise its license rights hereunder, and to use the Client Component and on-premises components of PowerScribe One solely for the purpose of accessing PowerScribe One and Nuance Platform Products and Services, as applicable. All such copies must be true and complete copies (including intellectual property notices) and be made from media or files supplied by Nuance to Company or from a network source if true and complete copies of such media or files supplied by Nuance are copied to the network source.

2.2. **PowerScribe 360 License Conversion.** The terms in this Section 2.2 apply only if Company has an existing license to PowerScribe 360.

2.2.1. PowerScribe One incorporates or replaces the functionality of the following PowerScribe-related products ("Legacy Products"): PowerScribe 360 Reporting and any predecessor version of PowerScribe; Clinical Guidance, Quality Check, Peer Review, Mobile Radiologist, EMR Follow-Up Delivery, and Data Integration. The Parties therefore acknowledge and agree that upon installation of the replacement components, Company's licenses to the Legacy Products, if any, are converted to the license for PowerScribe One and the license Company acquires hereunder for use of PowerScribe One shall terminate and replace all of Company's previously acquired rights and licenses to the Legacy Products. Upon termination of the Legacy Product licenses, the associated maintenance and support services shall also terminate and will be replaced by the maintenance and support services described herein.

2.2.2. If the applicable Order for PowerScribe One includes a Nuance Platform Hosted Service that Company has previously licensed as on-premise Software, then as of the Go-Live Date for the Nuance Platform Hosted Service, Company's licenses and maintenance and support terms for the Legacy Product(s) shall terminate automatically and the rights, licenses and maintenance and support terms granted for such Nuance Platform Hosted Service hereunder shall apply.

2.3. **PowerShare License Rights.** Subject to the terms and conditions of this Schedule, if PowerShare is identified on an Order, Nuance hereby grants Company a revocable, non-exclusive, non-transferable, limited right to allow its Authorized Users to (i) access and use PowerShare and related Nuance Platform Hosted Services during the Order Term provided that such access and use is in a manner commensurate with the intended use of PowerShare and related Nuance Platform Hosted Services as set forth in the applicable Documentation and for Authorized Purposes; and (ii) download the Accelerator (as defined below) and applicable connectivity software for use solely with PowerShare and related Nuance Platform Hosted Services. Company, on behalf of itself and its Authorized Users, acknowledges and agrees that under no circumstances shall PowerShare or any related Nuance Platform Hosted Services be used as an Image Repository (as defined below) for the original version of a Study (as defined below) or any of the contents of a Study.

"Accelerator" means a Nuance software tool that Company, its Affiliates, and Spokes may download to access and use PowerShare and related Nuance Platform Hosted Services.

"Image Repository" is the cloud storage location where Company and Spokes may access Company's and Spokes' Studies. The Image Repository retains a Study for a period of 45 days.

"Study" means a medical study performed on a patient as defined in the Digital Imaging and Communications in Medicine (DICOM) Standard section PS3.3-2011. A Study may also be a non-DICOM image wrapped in a DICOM header. A Study consists of a collection of one or more series of medical images, presentation states, and/or structure reporting documents that are logically related for the purpose of diagnosing a patient. Each Study is associated with a single patient. A Study may include composite instances that are created by a single modality, multiple modalities or by multiple devices of the same modality. A Study will pertain to a single study instance Unique Identifier ("UID") and "Studies" means one or more Study.

2.4. General Restrictions.

2.4.1. Company shall not allow any Authorized User to use the Diagnostic Solutions Platform or any components thereof (i) for the Authorized User's own personal use; or (ii) for the benefit of any third-party healthcare

facility, except as expressly provided herein. Company shall not (i) allow anyone other than the Authorized Users to access or use any Nuance Platform Hosted Services, any Nuance Platform Software or any Nuance application programming interface ("API"), or any components thereof, (ii) allow any third party to view, including via screen share, any Nuance Platform Hosted Services, any Nuance Platform Software or any Nuance API or any components thereof, or (iii) interfere with or disrupt the integrity or performance of the Diagnostic Solutions Platform or any components thereof. Company shall not permit anyone to subject the Diagnostic Solutions Platform or any component thereof or their infrastructure to security testing including penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing without the express written approval of Nuance.

2.4.2. License rights to Third Party Add-On Products and Services, such as ModLink (Dicom), ModLink Web Forms and the Third Party AI Applications, are further subject to each product's End User License Agreement incorporated or referenced in the applicable Order or accompanying such product, and rights to purchase and use Third Party AI Applications are also governed by a separate agreement entered into or to be entered into by Company and Nuance. If Company acquires a license to Microsoft SQL Server software from Nuance, such license is subject to the Microsoft End User License Agreement distributed with such SQL Server software.

2.4.3. All rights not expressly granted to Company under this Schedule are reserved by Nuance and its licensors.

3. NUANCE RESPONSIBILITIES

3.1. Delivery and Installation. Nuance will provide Company access to (i) PowerScribe One and related Nuance Platform Products and Services pursuant to a Nuance Project Plan and a mutually-agreed upon schedule with a single Go-Live Date; and/or (ii) PowerShare within three (3) months following the Order Effective Date. Nuance will host, operate and/or maintain PowerScribe One, PowerShare, including the Image Repository, and the Nuance Platform Hosted Services during the Order Term (directly or via third party data centers) on hosted service infrastructure and databases located within the United States.

3.2. Data Use and Sharing.

3.2.1. Company acknowledges that: Nuance and Nuance Third Parties (as defined below) provide or may develop services that enable Nuance's clients to access and share information for Authorized Purposes through the Diagnostic Solutions Platform, including (i) with other Nuance clients and their Authorized Users and business associates acting on their behalf, (ii) with other Covered Entities (as defined in 45 C.F.R. §160.103) and business associates acting on their behalf; (iii) for public health activities, and/or (iv) with their patients to whom the Data relates, in each case in a manner consistent with the requirements of HIPAA and other applicable state and federal law.

3.2.2. Company authorizes Nuance and Nuance Third Parties to access, use or disclose Data, during the Term of this Agreement except as allowed under Section 3.2.2 below, for Authorized Purposes and to develop, improve, enhance, and deliver the Diagnostic Solutions Platform and other Nuance products and service. Use of the Diagnostic Solutions Platform may involve the automated transcription of Authorized Users' verbal dictation. Accuracy of the Diagnostic Solutions Platform is beneficial to Company, its Authorized Users, and their patients, and requires Nuance and Nuance Third Parties to use, compile (including creating statistical and other models), annotate and otherwise analyze the Data solely to develop and improve the speech recognition, natural language understanding and other components of the Diagnostics Solutions Platform and other Nuance products and services.

3.2.3. Subject to Section 3.2.4, Nuance and Nuance Third Parties may create, use and disclose De-identified Data (as defined in Section 4.5) for any lawful purpose. Notwithstanding anything herein to the contrary, Nuance and Nuance Third Parties will be permitted to retain and use such De-identified Data during and after termination of this Agreement, subject to the provisions of and for the purposes permitted in, this Section 3.2 and the Business Associate Agreement or Addendum between the Parties (the "Parties' BAA").

3.2.4. Nuance and the Nuance Third Parties (as defined below) shall own all Intellectual Property Rights in all (i) results of any of the aforementioned activities, (ii) data, content, and information that is provided by Nuance or Nuance Third Parties to Company or other Nuance clients or generated by Nuance or Nuance Third Parties in connection with the provision of the Diagnostic Solutions Platform or any component thereof, and (iii) De-Identified Data.

3.2.5. Nuance and Nuance Third Parties will not use the Data and De-identified Data for any other purposes other than as set forth in this Schedule. Unless otherwise agreed to in writing by Nuance and Company, Nuance and Nuance Third Parties will not sell Data or De-identified Data to third parties or use Data or De-identified Data to deliver healthcare services directly to patient or engage in the practice of medicine. Nuance will not use the Data to contact any patient of Company identified in the Data for any reason.

3.3. Maintenance and Support Service. Unless otherwise set forth in an Order, Nuance provides the following support services for PowerScribe One, PowerShare and the Nuance Platform Hosted Services specified on an Order during the Order Term at no additional charge. For Nuance Platform Software, Nuance provides the maintenance services described in the Agreement as part of the License Fees for such Software. All maintenance and support services shall terminate upon expiration or termination of the applicable Order Term.

3.3.1. **Error Correction.** Nuance shall promptly repair any errors which are reported either in writing or verbally. An error is defined as any operation of PowerScribe One, PowerShare or a Nuance Platform Hosted Services that is different than described in the applicable Documentation. An error also includes a “bug” or “crash” in which any such hosted service ceases to function.

3.3.2. **Company Contact; Question and Answer Support.** Company must identify an administrative contact, a technical contact and an executive contact. These individuals must communicate to Nuance about the services rendered hereunder and then will be responsible for communicating, as needed, with Company staff. Nuance will provide question and answer support only to the administrative contact, the technical contact, and the executive contact or their designee. Nuance is not responsible for providing support services directly to radiologists. Nuance does not designate a specific limit on the question/answer support that it provides, but rather assumes that the existing staff will be adequately trained. However, if over a period of two consecutive weeks, a Company contact persistently calls Nuance for question/answer support, and such Company contact has not attended the appropriate Nuance training classes, then Company agrees to either send the contact(s) to Nuance University classes at Nuance’s then-standard rates, or, alternatively, meet with Nuance to review the situation. For the purposes of this Section, the term “persistently” shall mean multiple telephone calls with questions every day.

3.3.3. **Service Hours.** Nuance shall provide service/support from 8:30 am to 5:00 pm, Monday through Friday in Company time zones, excluding the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Nuance shall provide seven days a week, 24-hour per day support for Emergency Events. An Emergency Event is defined as a problem that results in (a) continuous or near continuous interruption of Hosted Services; (b) a key functional component of the Hosted Services being unavailable; or (c) Authorized Users being unable to access the Hosted Services. Nuance agrees to the Event Classifications and Response Times for Hosted Services Support set forth in Attachment 1 to this Schedule.

3.4. Actionable Findings Component; Active Clinician Directory. If Company purchases Actionable Findings in an applicable Order, Company may request an annual update to the Active Clinician Directory (i.e., add/delete Active Clinicians including contact information) by providing Nuance such information electronically in database or spreadsheet format. “Active Clinician” means a clinician (physician, nurse, chiropractor, physical therapist, physician assistant) eligible to receive diagnostic exam results and notifications thereof from Company’s diagnostic departments via Actionable Findings. “Active Clinician Directory” means a database of Active Clinicians and their respective contact information (first/last name, primary phone number, address, email, and fax number).

4. COMPANY RESPONSIBILITIES.

4.1. Installation and Operation. During installation and operation of the Nuance Platform Products and Services specified on an Order, Company agrees to provide a qualified individual to monitor and manage the installation and assist with any issues that may arise. Company agrees to provide, at no charge to Nuance, such technical assistance and cooperation with Company vendors as Nuance may from time to time reasonably request during the Order Term and agrees to: (i) supply Nuance reasonable information, data, access to premises, management decisions, and approvals necessary to facilitate Nuance’s obligations hereunder; and (ii) provide Nuance secure, remote access to its networks and/or computing technology as necessary. Company and its Authorized Users, as appropriate, shall promptly obtain all consents, licenses or approvals that give Nuance the right and/or license to access, use, copy, distribute, grant access, adapt, display, and provide PowerShare with Company’s or a third party’s products, data, services and other materials without infringing on the rights of providers, licensors, or owners of such products, data, services or materials. Company, on behalf of itself and its Authorized Users grants Nuance a non-exclusive, worldwide right and license to use, copy, distribute, grant access, adapt, display, and perform related services with its Studies so

that Nuance may fully provide PowerShare. Company acknowledges that Microsoft SQL Server software is required for PowerScribe One and certain Platform Products to run properly, and that it is Company's responsibility to have and maintain the necessary SQL Server licenses.

4.2. Access and Report for PowerScribe One and PowerScribe 360 Software. Company hereby authorizes Nuance to establish a Nuance® SecureLink® connection or other high-speed, robust, two-way electronic connection between Nuance and Company's PowerScribe One or PowerScribe 360 Software Server Components to provide maintenance and support services, and to measure Report volume and calculate Fees due hereunder. Any disruption of Nuance's ability to access such server components to calculate Fees due hereunder shall constitute a material breach by Company of this Schedule. With respect to the Quality Check, Assure, or EMR Follow-Up Delivery Services functionalities, whether within PowerScribe One or purchased separately, Company agrees to permit Nuance to access, process and store report texts and associated metadata to enable such service's functionality and to optimize its performance.

4.3. Service Infrastructure. Company agrees to provide, at its own expense, telecommunications (including Internet connectivity), firewall, and all equipment and operating system software necessary for Company, Licensed Affiliates and Authorized Users to access and use the Diagnostic Solutions Platform or components thereof as recommended in the applicable Documentation. Nuance shall have no responsibility for any costs incurred for modifications or enhancements to Company's system or infrastructure necessary to implement Company's interface with the Diagnostic Solutions Platform or any component thereof in connection with Company's access and use of the Diagnostic Solutions Platform or any component thereof.

4.4. Compliance. Company is responsible for each Authorized User's compliance with the terms of the Agreement, including this Schedule, and ensures each Authorized User's compliance with such terms. Company will be liable for any act or omission by an Authorized User that, if performed or omitted by Company, would be a breach of the Agreement or this Schedule. Company shall promptly notify Nuance upon learning of any actual or suspected unauthorized use of the Diagnostic Solutions Platform or component thereof.

4.5. Permissions. Company represents and warrants that Company has full right and authority, and shall obtain all necessary authorizations and/or consents, in accordance with applicable laws, rules, and regulations to create, receive, maintain or transmit Data in connection with Company's use of the Diagnostics Solutions Platform or any components thereof and for Nuance and third parties acting under the direction of or working with Nuance, including any subcontractors ("Nuance Third Parties"), to use and disclose the Data in accordance with this Schedule and the Parties' BAA. Company gives Nuance and Nuance Third Parties the right, and Nuance and Nuance Third Parties have permission to de-identify the Data in accordance with 45 C.F.R. §164.514 ("De-identified Data"). Company is solely responsible for ensuring that its disclosure and transmission of Data to the Diagnostic Solutions Platform is limited to individuals with whom Company has a direct or indirect relationship for Authorized Purposes, or for whom Company is permitted by applicable law to access Data for public or population health purposes.

4.6. Access Agreements. If Company requires any further agreement as a requirement for access to Company systems or Data ("Access Agreement"), a copy of such Access Agreement shall be provided to Nuance for review prior to signature on the applicable Order. In the event an Access Agreement contains provisions for personal liability of accessing personnel, or liability of Nuance which is different from the liability as agreed-upon under the Agreement or this Schedule, such liability provisions shall be superseded by the Agreement and this Schedule to the extent of any conflict and any personal liability of such personnel shall be borne by Nuance as provided under the Agreement and this Schedule.

4.7. Personal Information. Neither Party shall require the personnel of the other to provide full or partial social security number, full or partial date of birth, home address, or other personally identifiable information in connection with providing Services under this Agreement. Nuance will supply Nuance-generated unique employee identifiers upon request.

4.8. Records. Nuance receives, uses and/or maintains only copies of official medical records or portions thereof, the originals of which must continue to be maintained by Company or its contractors. Accordingly, the foregoing Data shall not be deemed an official medical record or health record for any patient.

4.9. MEDICAL RESPONSIBILITY. COMPANY ACKNOWLEDGES THAT NUANCE PLATFORM PRODUCTS AND SERVICES AND THIRD PARTY ADD-ON PRODUCTS AND SERVICES AND THE RESULTING CONTENT, OUTPUT AND RESULTS ARE NOT ERROR FREE. COMPANY AGREES THAT IT IS THE SOLE RESPONSIBILITY OF COMPANY AND EACH AUTHORIZED USER TO IDENTIFY AND

CORRECT ANY SUCH ERRORS AND INACCURACIES BEFORE USING AND/OR RELYING ON THE CONTENT, RESULTS OR OUTPUT OF ANY NUANCE PLATFORM PRODUCTS AND SERVICES AND THIRD PARTY ADD-ON PRODUCTS AND SERVICES PROVIDED UNDER THIS SCHEDULE, FOR ANY MEDICAL-PRACTICE-RELATED PURPOSES. COMPANY AGREES THAT NUANCE AND NUANCE THIRD PARTIES ARE NOT PROVIDING MEDICAL PRACTICE ADVICE, AND THAT COMPANY AND EACH AUTHORIZED USER WILL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, NECESSARY REVISIONS AND APPROVAL OF ANY AND ALL MEDICAL-PRACTICE-RELATED CONTENT, RESULTS OR OUTPUT. NUANCE AND NUANCE THIRD PARTIES ASSUME NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

4.10. **Earnings Reference.** Company agrees that its name also may be listed in a quarterly Nuance earnings announcement as a Nuance customer.

4.11. **Reference Program.** Company agrees to act as a reference for Nuance products and services, to share their Nuance experiences with other healthcare organizations and industry influencers. Potential Company activities under this section include, but are not limited to, supporting site visits and phone calls with prospective Nuance customers (with administrative support from Nuance's reference team), and acting as a resource for general industry thought leadership activities. Company shall assist Nuance in developing ROI statistics and provide supporting material for outcomes achieved. Company agrees to participate in two (2) or more additional activities as follows: (A) joint release of a press statement or testimonial; (B) collaboration on and publication of a white paper, byline, and/or case study; and (C) participation in a presentation of the white paper and/or case study in a mutually agreeable setting (e.g., via webcast, in a video, at a trade show or a conference).

5. PAYMENTS.

5.1. **General.** Company shall pay all invoice(s) for Fees within thirty (30) days of the invoice date. All Fees due under an Order are non-cancelable. Any additional or conflicting Company purchase order terms and related forms shall have no effect.

5.2. **Professional Services and Training Fees.** Company agrees to pay Nuance the Fees for Professional Services and Training Services as set forth in the applicable Order. Nuance will invoice Company for Professional Services and Training Fees related to PowerShare on the date of execution of the applicable Order and, for PowerScribe One and related Nuance Platform Product and Services, on the applicable Go-Live Date. Any travel and out-of-pocket expenses are invoiced separately.

5.3. **Hosted Services Fees, License Fees and Maintenance Fees.** Company agrees to pay Nuance the Hosted Services Fees, License Fees, and any other monthly fees set forth in the applicable Order during the Order Term. In addition, Company agrees to pay additional fees on an annual basis for exceeding the annual service usage by more than 5.00% if applicable, as set forth in Sections 5.4 and 5.5. Nuance will invoice Company for the Hosted Services Fees, License Fees, and other monthly fees on the Go-Live Date for the applicable Platform Product and Service and monthly thereafter.

5.4. PowerScribe One Additional Report Volume Fees and Platform Product Fees

5.4.1. **Additional Report Volume Fees** In addition to payments in Section 5.3, if the Actual Report Volume (as defined below) exceeds the Annual Baseline Report Volume (as defined below) during an Annual Billing Period by five percent (5.00%) or more, Company shall pay Nuance additional fees for PowerScribe One and any other Nuance Platform Product and Service or Third Party Add-On Product and Service made subject to the terms of this Schedule and listed in the applicable Order with an explicit per Report Overage Fee, to be calculated at such contracted Per Report Overage Fee set forth in the applicable Order ("Additional Report Volume Fees") for the Actual Report Volume that exceeded the Annual Baseline Report Volume. Nuance will invoice Company for the Additional Report Volume Fees as amounts due under the applicable Order and will include an Additional Report Volume Fee calculation with its invoice. "Actual Report Volume" means the aggregate number of Reports created by Authorized Users during an Annual Billing Period. "Annual Baseline Report Volume" is the number of Reports that Company and its Licensed Affiliates are authorized to create during an Annual Billing Period. The initial Annual Baseline Report Volume is specified in the applicable Order.

5.4.2. **Additional LCS Licensed Facilities.** Notwithstanding anything to the contrary set forth in this Schedule, the license rights to LCS granted hereunder apply only to the healthcare facilities, if any, where LCS is licensed for use (each an "LCS Facility"), as identified in an applicable Order and those added by new or amended

Orders ("Add-on Facility Orders"). Company may add healthcare facilities owned or controlled by Company or its Affiliates as additional LCS Licensed Facilities (including pre-existing, acquired and newly constructed facilities) by placing an Add-on Facility Order that identifies the additional LCS Licensed Facilities and the mutually agreed Report volume Company is expected to generate at the added facilities during the next 12 months (the "Add-on Facility Report Volume"). Company shall notify Nuance in writing of events and circumstances that significantly increase actual or anticipated Report volume, such as facility acquisitions and construction, and Nuance may audit Company's Report volume at the Licensed Facilities from time to time. If Nuance determines that Company's actual or anticipated annual Report volume at the Licensed Facilities has increased to a higher volume license fee category than applies to the Annual Baseline Report Volume (whether as a result of Add-on Facility Report Volume, facility expansion or organic growth), Company will enter into a new or amended order increasing the LCS License Fee for the remainder of the Order Term to be the license fee due for that higher volume license fee category.

5.5. PowerShare Additional Study Volume Fees. If Company does not exceed its Annual Baseline Study Volume (as defined below) by five percent (5.00%) during an Annual Period there is no additional charge for the excess Studies and no change in the Annual Baseline Study Volume for the subsequent Annual Period. If Company's (including its Authorized Users) actual number of Uploaded Studies during an Annual Period exceeds its Annual Baseline Study Volume by five percent (5.00%) or if Company indicates in writing its desire to increase the Annual Baseline Volume for the subsequent Annual Period (in each case, "Add-on Studies"), Company agrees to promptly sign and accept an Order for the revised Annual Baseline Study Volume and associated monthly Fees ("Revised Order"), and Nuance will add the Add-on Studies to the previous year's Annual Baseline Study Volume to establish a revised Annual Baseline Study Volume and associated monthly Fees for the subsequent and succeeding Annual Periods. If Company does not sign and accept the Revised Order within thirty (30) days following receipt, Nuance shall have the right to invoice Company for Studies exceeding the Annual Baseline Study Volume at the per Study rate set forth on the current PowerShare Order. If Company accrues Add-on Studies during the final year of the PowerShare Order Term, Nuance will promptly calculate and invoice Company for the excess usage. "Annual Baseline Study Volume" means the aggregate number of Uploaded Studies uploaded to Company's Image Repository by Authorized Users during each Annual Period. "Uploaded Studies" include shared exams and images copied or otherwise uploaded to Company's Image Repository by Authorized Users.

6. TERM AND TERMINATION.

6.1. Order Term. The Order Term shall be as set forth in the Applicable Order and will commence on the Go-Live Date. Thereafter, subject to termination rights in the Agreement, the Order Term for PowerScribe One, Nuance Platform Products and Services and/or Third Party Add-On Products and Services will automatically renew for up to two (2) consecutive one-year periods (each a "Renewal Term") and the Order Term for PowerShare and related Nuance Platform Hosted Services and/or Third Party Add-On Hosted Services shall automatically renew for successive one (1) Renewal Terms unless either Company or Nuance notifies the other party in writing of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Order Term. Nuance will not raise the price during any one year Renewal Term more than 3%.

6.2. Change in Law. In the event of a Change in Law to 45 CFR § 160 or 164 or any other applicable law that renders Nuance's performance of the Services unlawful, impractical or commercially unreasonable, Nuance and Company shall execute a change order or amendment to reflect changes in the Services and/or any additional fees associated with such Change in Law. If the Parties are unable to agree upon a change order or amendment, Nuance shall have the right to terminate this Schedule by giving Company not less than sixty (60) days' notice of such termination. "Change in Law" shall mean any new (or change in any) law, enactment, order, regulation, directive or other similar instrument which as a consequence requires (a) material physical or logical alterations or enhancements to the Services or facilities and systems used to provide the Services; and/or (b) materially changing the sequence, method, manner, location or timing of the provision of the Services, or the systems or personnel used to provide the Services.

6.3. Effect of Termination. Upon expiration or termination of the applicable Order or the Agreement by either party, all licenses granted, and services provided to Company under the applicable Order shall terminate. Company shall cease using PowerScribe One, PowerShare, Nuance Platform Products and Services or Third Party Add-on Products and Services, as applicable, and immediately destroy or return to Nuance any Nuance Software or Third Party Software. Company will provide a certification of destruction signed by an officer of Company on written request by Nuance. Neither the expiration nor termination of the applicable Order shall affect the parties' respective rights and obligations under this Schedule.

6.4. Data Migration for PowerShare Archiving Service. If Company has purchased PowerShare Archiving Service, for up to ninety (90) days from the termination or expiration of an Order ("Migration Period"), Company will be entitled to receive a reasonable amount of Nuance support to enable Company to migrate its Studies from the Archiving Services to itself or another vendor at Nuance's then current service rates. Except for such Migration Period support service, Nuance shall have no further obligation or responsibility for Company's Studies after the termination or expiration of an Order. "Archiving Service" is the long-term cloud storage of Studies.

Attachment 1 to Schedule

Event Classifications and Response Time Targets Applicable to Nuance Hosted Services Support

These Event Classifications and Response Times below apply to Nuance's Hosted Services Support for all Hosted Services provided by Nuance pursuant to the terms of the Schedule.

Event Class	Description	Initial Response	Updated Response
Class 1	<p>Class 1 priority relates to defects that severely affect operation, maintenance and administration, and in Company's reasonable opinion require immediate corrective action or are jointly viewed by Company and Nuance to be critical, including the following examples:</p> <ul style="list-style-type: none"> • Continuous or near continuous interruption of the Hosted Services. • A key functional component of the Hosted Services is unavailable. • A system failure resulting in a primary function of the Hosted Services being unavailable to at least 25% of the Authorized Users. The percentage of Authorized Users affected may be an estimate. If the scope of impact cannot be accurately estimated at the time the incident is reported, and the incident is believed to be a service affecting incident then the incident can be initially classified as Class 1. The incident can be downgraded to a lower severity level after investigation determines the actual scope of impact. 	60 minutes	Every 60 minutes
Class 2	<p>Class 2 priority relates to defects that cause conditions that seriously affect Hosted Services operation, maintenance and administration, etc, and in Company's reasonable opinion require immediate attention or are jointly viewed by Company and the Nuance to be significant. The urgency is less than in Class 1 situations because of a lesser immediate or impending effect on Hosted Services performance. Specifically, this includes a system failure resulting in a primary function of the Hosted Services being unavailable to at least 15% of the Authorized Users.</p>	60 minutes	Every 2 hours
Class 3	<p>Class 3 priority relates to Defects which do impact the user experience of at least 10% of the Authorized User interactions, but some workaround is available for the user to access Nuance's functionality.</p>	4 hours	Monthly or more frequently as required
Class 4	<p>Any incident which has been identified and does not cause any Company or service impact, or which affects only individual users.</p>	1 business day or 2 business days for PowerShare	Monthly or more frequently as required

Exhibit C
INFORMATION SECURITY ADDENDUM

1. PURPOSE AND EFFECT

This Information Security Addendum sets forth the Parties' mutual understanding relating to the privacy and security of Company Data which is transmitted, processed and/or stored in the applicable Nuance Products and Service. This ISA is hereby made part of and subject to the terms of the Agreement. The terms and conditions of this ISA supersede and replace any prior information security agreements and any existing terms and conditions between the parties (including any such terms and conditions in any underlying agreement) pertaining to the privacy and security of Company Data. For clarification, except as explicitly stated below, this ISA shall not supersede general confidentiality and nondisclosure provisions or Business Associate Agreements.

2. DEFINITIONS

- 2.1. **Applicable Law** means any applicable laws pertaining to information privacy or security, including HIPAA and any state and federal data protection and privacy laws, that are applicable to Nuance in its ordinary course of providing the Services pursuant to the Agreement.
- 2.2. **Business Associate Agreement ("BAA")** means the business associate agreement required by law to be in place between Nuance and Company in relation to protected health information as defined under HIPAA. The Business Associate Agreement is attached to the Agreement as Exhibit A.
- 2.3. **Company Systems** means information systems resources supplied or operated by Company or its contractors, network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, proprietary applications, printers, and internet connectivity that are owned, controlled or administered by or on behalf of Company.
- 2.4. **Company Data** means any information that Company provides to Nuance that is transmitted or processed through a Nuance Product or Service which is covered by this ISA as defined in Section 2.7. For the avoidance of doubt, Company Data may contain Protected Health Information ("**PHI**").
- 2.5. **Independent Certification/Attestation means:** (i) HITRUST CSF Certification; or (b) an alternative certification, such as SOC II or ISO27001, designed to document and measure performance against control objectives that map to applicable requirements of a commercially reasonable industry standard security framework.
- 2.6. **Information Security Program** means a written information security program as described below in Section 3.1.
- 2.7. **Nuance Product or Service** means, for the purposes of this ISA, the applicable Nuance Hosted Service, as detailed in the applicable Order entered into under the Agreement (or subset of the Agreement such as a Schedule to the Agreement) to which this ISA is attached or incorporated by reference. For the avoidance of doubt, this definition does not include any on-premise applications or products, and, to the extent a Nuance Product or Service includes a Dragon Medical Embedded Hosted Service (each, an "Embedded Hosted Service"), this ISA shall apply solely to the Nuance-owned and managed voice component portion of such Embedded Hosted Service.
- 2.8. **Nuance System(s)** means, for purposes of this ISA and specifically, for the applicability of all minimum security requirements under the Agreement: any Nuance-owned and managed systems, including, but not limited to: networks, computers, devices, removable media and communication systems.
- 2.9. **Subcontractor** is any third party subcontractor to Nuance who processes Company Data, or provides a service or product in the fulfillment of Nuance obligations under the Agreement in connection with the Nuance Product and/or Service as specified in the Order.

3. GENERAL REQUIREMENTS

- 3.1. **Information Security Program.** Nuance shall maintain a comprehensive information security program (the "Information Security Program" or "ISP") that aligns with a commercially reasonable industry standard framework, under which Nuance documents, implements and maintains the physical, administrative, and technical safeguards designed to: (a) comply with Applicable Law; and (b) protect the confidentiality, integrity, and availability of the Company Data. Nuance's ISP shall be consistent with the requirements of this ISA.
- 3.2. **Policies and Procedures.** As part of the Information Security Program, Nuance shall maintain written security policies and procedures to identify, prevent, detect, contain, and correct violations of measures taken to protect the confidentiality, integrity, availability, or security of the Company Data (collectively, "Policies"). The Policies shall: (a) assign specific information security roles and responsibilities to specific individuals; (b) include periodic risk assessments; and (c) provide an adequate framework of controls to safeguard the Company Data.
- 3.3. **Nuance Security Contact.** For all security issues related to Company Data, Company may contact security@nuance.com.
- 3.4. **Subcontractors.** Nuance shall enter into a written agreement with any Subcontractor that accesses Company Systems or creates, has access to, or receives from or on behalf of Nuance, any Company Data in electronic format; such agreement shall include substantially similar security controls as contained herein and as are applicable to any Subcontractor hereunder. Nuance shall be responsible for the compliance of its Subcontractors with all provisions of this ISA which are reasonably applicable to such Subcontractor given the nature of the Nuance Product or Services provided by such Subcontractor. Nuance will be responsible for the acts or omissions of its Subcontractors, which, if committed by Nuance, would constitute a breach of this ISA.
- 3.5. **IT Change and Configuration Management.** Nuance shall employ reasonable processes, consistent with commercially reasonable industry practices, for change management, code inspection, separation of development and production environments, and testing plans, as applicable. Code inspections must include a comprehensive process to identify vulnerabilities and malicious code. In addition, Nuance shall ensure that processes are documented and implemented for vulnerability management, patching, and verification of Nuance System security controls prior to their connection to production networks.
- 3.6. **Program Review and Updates.** Nuance shall make appropriate and timely adjustments to the Information Security Program based on periodic risk assessments; monitoring and regular testing of the effectiveness of safeguards. Nuance shall perform a review of safeguards at least annually or whenever there is a material change in Nuance's technical environment or business practices that is reasonably likely to materially affect the confidentiality, availability, or integrity of the Company Data.
- 3.7. **Data Retention.** Nuance shall not retain any Company Data following expiration or other termination of the Agreement, except as permitted under the Agreement, as required by law, or in accordance with Nuance's backup and/or disaster recovery processes. In the event that Nuance returns or destroys Company Data as provided in the Agreement or the BAA, Nuance, at Company's request, shall certify to Company in writing that such destruction of Company Data has been completed.
- 3.8. **Training.** Nuance shall provide appropriate training in relation to the handling and protection of Protected Health Information, and annual training regarding compliance with physical, technical, and administrative information security safeguards, to Nuance personnel.

4. COMPANY OBLIGATIONS

- 4.1. **Company Obligations.** Company shall maintain a written information security policy in compliance with Applicable Law. Company's information security policy shall be at least as comprehensive as the requirements set forth in this ISA.
- 4.2. Accordingly, and in addition to the foregoing, Company will:

- 4.2.1. Inform Nuance in writing if Protected Health Information shall be processed by Nuance in connection with the Services provided pursuant to the Agreement.
- 4.2.2. Maintain and regularly test Company's internal security controls and policies, including an incident response plan and disaster recovery and business continuity plan for Company Systems that process Company Data.
- 4.2.3. Provide reasonable support and comply with reasonable requests made by Nuance from time to time in connection with the obligations set forth hereunder.
- 4.2.4. Notify Nuance in writing in advance of changes in the Company environment that may alter or prevent the performance of Nuance's obligations, as they relate to the provision by Company to Nuance of Company Data.
- 4.2.5. Arrange and coordinate participation of Company vendors and subcontractors as may be necessary to participate in incident response activities.
- 4.2.6. Impose on Company vendors and subcontractors substantially the same obligations imposed on Company under the Agreement and this ISA for the protection of Company Data.
- 4.2.7. Respond promptly to alerts and notifications raised by Nuance with regard to service or security issues.

5. SERVICES SECURITY REQUIREMENTS

- 5.1. **Protection of Systems and Storage Media.** With respect to all Nuance Systems, including Nuance-issued and managed mobile devices or storage devices containing Company Data to the extent any are used, Nuance shall maintain reasonable and appropriate measures to physically secure such Nuance-issued and -managed Systems to prevent any unauthorized disclosure of Company Data while in transit and while at rest. All Nuance Systems on which Company Data is stored shall be protected against unauthorized access or modification. Nuance shall maintain reasonable and appropriate processes and mechanisms to maintain accountability and tracking of the receipt, removal and transfer of Nuance- issued and - managed Systems.
- 5.2. **Technical Safeguards.** Nuance shall maintain reasonable and appropriate technical security measures and safeguards to protect Company Data.
- 5.3. **Physical Security.** Nuance shall maintain appropriate physical security controls (including facility access controls and environmental controls) to prevent unauthorized physical access to the Nuance facilities and any physical areas in which Company Data is stored or processed.

6. INFORMATION SECURITY QUESTIONNAIRE AND AUDIT

- 6.1. **Security Questionnaire.** Upon written request, not more than once per calendar year, or more frequently in the event of a successful Security Incident, Nuance shall complete a non- invasive security questionnaire provided by Company's information security team, or a third-party security professional selected by Company ("Security Questionnaire"). The Security Questionnaire shall be limited to Company's reasonable requests for information related to Nuance's Information Security Program and related controls that are related to the Services. Nuance shall reasonably respond to such Security Questionnaire and, if applicable, shall provide documentation that has been approved for distribution to customers to Company in support of Nuance's responses under cover of a non-disclosure agreement.

The parties acknowledge and agree that, in the event Nuance provides an Independent Certification/Attestation for the applicable Nuance Products and Services, where such Independent Certification/Attestation exists, Nuance shall not be required to complete a Security Questionnaire for such Nuance Products and Services unless Company reasonably determines that the provided Certification/Attestation is not sufficient to (i) determine the security controls in place for the applicable Nuance Products and Services and (ii) confirm Nuance's compliance with the terms of this

ISA. In addition, Company may require additional Security Questionnaires in connection with Orders for new or additional products or Services that are not covered by the Independent Certification/Attestation.

- 6.2. **Audit.** Upon a good faith reasonable belief that Nuance is not in compliance with the terms of this ISA, but not more than once per calendar year and upon no less than thirty (30) day's prior written notice, Nuance will provide to Company, at Company's expense, access to Nuance's U.S. headquarter location for the purpose of reviewing records relating to Nuance's compliance with the security terms set forth in this ISA, which includes but is not limited to applicable pertinent books and records, provided such books and records are not subject to any other confidentiality agreements and/or restrictions that prohibit Nuance from sharing such information with a third party. This right may be exercised no more than once annually (unless Nuance suffers a security breach or breaches the terms of this ISA) during normal business hours and in a manner that does not unreasonably interfere with the business operations of Nuance. Notwithstanding the foregoing, Company shall have no on-site right to access Nuance's data centers, infrastructures, and/or facilities housing servers containing Nuance customer data, and Company shall have no right to conduct security testing, including but not limited to penetration testing, network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing. Any information reviewed by Company in conjunction with this audit shall be considered Nuance Confidential Information. Furthermore, Nuance shall not be required to disclose any information that would result in: (i) breach of confidentiality obligations with any of its other customers, (ii) breach of any agreement it has with any other third party, and/or (iii) violation of any Applicable Law or regulation.
- 6.3. **Remediation.** Any remediation requirements identified and mutually agreed as a result of responses to a Security Questionnaire or audit under Section 6.2 will be documented and tracked. Nuance shall use commercially reasonable efforts to complete such remediation requirements within the timeframes as are mutually agreed upon by the Parties.
- 6.4. **Results.** Responses to a Security Questionnaire or results of an audit under Section 6.2 shall be treated as Nuance Confidential Information, and Company shall be prohibited from sharing such information with any third party or subcontractor.

7. SECURITY INCIDENT

- 7.1. **Incident Response Plan.** Nuance shall maintain a written incident response plan and processes to detect, identify, report, respond to, mitigate and remediate information security incidents as required by this ISA and the BAA.
- 7.2. **Incident Notification.** Nuance shall provide notification to Company in writing of any security incident that results in, or which Nuance reasonably believes may result in, unauthorized access to or modification or disclosure of Company Data. Timing of such notification shall be per Nuance's internal policies and processes, and within a reasonable period of time, and in the event the affected Company Data contains PHI such timing shall be no longer than as required under the BAA.
- 7.3. **Response and Remediation.** In the event of an actual or suspected security incident, Nuance shall invoke its incident response plan and the Parties shall work together to promptly develop and implement a remediation plan, following the procedures set forth in their respective incident response plans.
- 7.4. **Contact.** Company's operational point of contact for notification of a security incident is security@nuance.com.



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

June 21, 2023

SUBJECT: Proposed Amendment No. 8 to the Managed Services Agreement (472-2009) with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. ("Morrison") for dietary and nutrition services

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical is requesting that your Board approve the proposed Amendment No. 8 to the Managed Services Agreement with Morrison for the provision of management services of the food and nutrition department. This Amendment extends the current agreement by one (1) month from July 1, 2023 through July 31, 2023. The parties are working together on a successor contract and the one-month extension will allow sufficient time to finalize the terms of the agreement. To cover the extended term of the Agreement, the maximum payable will be increased by \$246,757, from \$14,575,299 to \$14,822,056, to cover the extended term.

Therefore, it is recommended that your Board approve the proposed Amendment No. 8 to Managed Services Agreement with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. ("Morrison") for dietary and nutrition services, extending the term of the agreement by one (1) month from July 1, 2023 through July 31, 2023, increasing the maximum payable by \$246,757, and authorize the Chairman to sign.

**AMENDMENT NO. 8 TO
MANAGED SERVICES AGREEMENT
INDEPENDENT CONTRACTOR
(Kern County Hospital Authority – Morrison Management Specialists, Inc.)**

This Amendment No. 8 to the Managed Services Agreement is made and entered into this 21st day of June, 2023, by and between the Kern County Hospital Authority, a local unit of government (“KCHA”), which owns and operates Kern Medical Center (“Kern Medical”), and Morrison Management Specialists, Inc., a Georgia corporation, d/b/a Morrison Health Care, Inc. (“Morrison”), with offices located at 400 Northridge Road, Suite 600, Atlanta, Georgia 30350.

RECITALS

(a) The County of Kern and Morrison have heretofore entered into a Managed Services Agreement (Kern County Agt. #472-2009, dated June 16, 2009), Amendment No. 1 (Kern County Agt. #1104-2010, dated December 13, 2010), Amendment No. 2 (Kern County Agt. #836-2012, dated November 12, 2012), Amendment No. 3 (Kern County Agt. #479-2013, dated June 25, 2013), Amendment No. 4 (Kern County Agt. #450-2015, dated June 23, 2015), Assignment of Agreement (Kern County Agt. #297-2016, dated March 1, 2016), Amendment No. 5 (HA Agt. #078-2017, dated November 15, 2017), Amendment No. 6 (HA Agt. #025-2020), and Amendment No. 7 (HA Agt. #019-2021, dated March 17, 2021) (hereinafter collectively referred to as the “Agreement”), for the period June 27, 2009 through June 30, 2023, to provide supervision and management of the Food Service at Kern Medical; and

(b) The Agreement expires June 30, 2023; and

(c) Kern Medical continues to require the services of Morrison to supervise and manage the Food Service at Kern Medical and Morrison has agreed to provide such services which the changes provided herein; and

(d) It is the intent of the Parties to have the terms of the Agreement provide for the payment of all reasonably projected costs and expenses related to the services provided by Morrison; and

(e) The parties agree to amend the affected terms and conditions of the Agreement as hereinafter set forth; and

(f) This Amendment No. 8 to the Agreement shall be effective July 1, 2023;

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

1. Section 2, Definitions, “Term”, shall be amended as follows:

““Term”: The period of time from the Effective Date through July 31, 2023, unless otherwise earlier terminated as provided herein.”

2. Section 21, Term of Agreement, shall be deleted in its entirety and replaced with the following:

“21. Term of Agreement:

The term of this Agreement shall commence on June 27, 2009, at 12:01 a.m. (the “Effective Date”) and continue until July 31, 2023, unless extended by mutual agreement or terminated in accordance with Section 32 of this Agreement.”

3. Section 22, Cost of Services, paragraph b, Summary of Costs, is amended to add a new paragraph (vi) and (vii), which state the following:

“vi. For the period July 1, 2023 through July 31, 2023, Morrison’s charges to KCHA for payroll costs related to Morrison’s management personnel (including clinical staff); Morrison’s combined management fee and general and administrative charge; and incentives earned in accordance with Section 22 shall not exceed \$103,552.

vii. For the period of July 1, 2023 through July 31, 2023, Morrison’s Net Charges shall not exceed \$127,110 (i.e., projected costs of \$176,237 less projected net retail sales of \$49,127).

4. Section 22, Cost of Services, paragraph c, Management Fee, subparagraph i (2), is hereby added to the Agreement:

“2. For the period of July 1, 2023 through July 31, 2023, Morrison shall be allowed to charge and receive the combined management fee and general/administrative charge (the “Management Fee”) set forth in the table below, which amounts will be all payable in equal, consecutive monthly installments.

Monthly Period	Monthly Management Fee
July 1, 2023 through July 31, 2023	\$16,095

Morrison’s monthly combined management fee and general/administrative charge shall be included in Morrison’s Initial Invoice for each month being billed.”

5. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.

6. This Amendment shall be governed by and construed in accordance with the laws of the state of California.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

[Signatures follow on next page]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 8 as of the day and year first written above.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Russell Bigler
Chairman, Board of Governors

MORRISON MANAGEMENT SPECIALISTS,
INC.

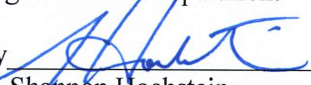
DocuSigned by:

By _____
Name: Tim Pierce
Title: CEO Morrison Healthcare

Approved As To Content:
Kern Medical Center

By _____
Scott Thygersen
Chief Executive Officer

Approved As To Form:
Legal Services Department

By  _____
Shannon Hochstein
Hospital Counsel



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

June 21, 2023

Subject: Kern County Hospital Authority Chief Financial Officer Report – April 2023

Recommended Action: Receive and File

Summary:

Kern Medical Operations:

Kern Medical key performance indicators:

- Operating gain of \$89,392 for April is \$1,338 more than the April budget of \$88,054 and \$121,669 less than the \$211,061 average over the last three months
- EBIDA of \$1,648,303 for April is \$612,023 more than the April budget of \$1,123,505 and \$91,984 less than the \$1,740,287 average over the last three months
- Average Daily Census of 147 for April is 3 more than the April budget of 144 and 13 less than the 160 average over the last three months
- Admissions of 704 for April are 257 less than the April budget of 961 and 49 less than the 753 average over the last three months
- Total Surgeries of 466 for April are 11 more than the April budget of 455 and 2 less than the 468 average over the last three months
- Clinic Visits of 16,154 for April are 1,674 more than the April budget of 14,480 and 1,213 less than the 17,367 average over the last three months. The total includes 30 COVID-19 vaccination visits

The following items have budget variances for the month of April 2023:

Patient Revenue:

For gross patient revenue there is a small unfavorable budget variance of 2% for the month and on a year-to-date basis.

Indigent Funding Revenue:

Indigent funding has a favorable budget variance for the month and on a year-to-date basis due to the recognition of additional Medi-Cal Graduate Medical Education (GME) funding. This program started in FY 2017 and has been paid at pre-Affordable Care Act (ACA) rates. Therefore, the payments that hospitals have been receiving for the GME program have not been calculated using the current Federal Medical Assistance Percentage (FMAP) rate which is more favorable. The Centers for Medicare and Medicaid Services (CMS) recently approved the proposed methodology to apply the current FMAP rate to the GME program retroactively back to FY 2017 through FY 2022 and pay hospitals for the difference.

Other Operating Revenue:

Other operating revenue has an unfavorable budget variance for April due to the receipt of less than the average monthly dollar amount of medical postgraduate education revenue. On a year-to-date basis, revenue for items such as medical education funding, grants, and Proposition 56 are received quarterly or otherwise periodically. Therefore, actual monthly revenue compared to the budget will fluctuate throughout the year, but should agree with the planned budgeted dollar amount on a year-to-date basis at year-end.

Other Non-Operating Revenue:

Other non-operating revenue has an unfavorable budget variance for the month and on a year-to-date basis because federal and state COVID-19 related funding is budgeted evenly throughout FY 2023 as other non-operating revenue; however, COVID-19 funding is not received consistently. 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.

Nurse Registry Expense:

Nurse registry expense is under budget for the month and on a year-to-date basis. Kern Medical has substantially decreased its usage of contract nurse services. In addition, the hourly rates charged by the staffing agencies that provide registry nurse services are significantly lower than at various COVID-related peaks. During the past two years, staffing agencies were charging higher than average costs per hour due to nurse shortages during the pandemic. Kern Medical plans to continue its need for registry services as appropriate to staff for patient needs.

Medical Fees:

Medical fees are over budget for the month and on a year-to-date basis because of an increase in coverage for trauma services provided by the Acute Care Medical Surgery Group. The monthly fees for Regional Anesthesia Associates have also increased. In addition, the budget for this line item was reduced for FY 2023 with the expectation of less usage of contract physician services.

Other Professional Fees:

Other professional fees are over budget for the month and on a year-to-date basis because of monthly per-member-per-month (PMPM) payments for Universal Healthcare's Enhanced Care Management (ECM) services. These fees are offset by additional gross patient revenue for ECM services billed by Kern Medical. In addition, other professional fees were incurred for Nash Healthcare Consulting. Nash was engaged to conduct mock surveys in preparation for the Joint Commission hospital accreditation process. Also, contract labor expense for the Information Systems department is higher than average for the month and on a year-to-date basis.

Supplies Expense:

Supplies expense is under budget for the month and on a year-to-date basis because of lower-than-average costs for pharmaceuticals and for general medical supplies.

Purchased Services:

Purchased services are over budget for the month primarily because of an under accrual in the prior month for computer software maintenance fees. On a year-to-date basis, purchased services are over budget mainly because of additional revenue cycle support services provided by Signature Performance and by Health Advocates. Health Advocates helps to qualify patients for Medi-Cal coverage. However, Health Advocates' expenses are offset by additional Medi-Cal patient revenue. In addition, computer software maintenance fees have increased compared to prior year. There was also an increase in cost for security.

Other Expenses:

Other expenses are under budget for the month due to a change in the treatment of accounting for leases. GASB 87 was implemented in 2022 and requires leases to be set up as assets at fair market value and amortized over time. Corresponding right-of-use liabilities are also set up for leases with applicable interest expense accrued. The net effect of the implementation of GASB 87 is minimal. The decrease in lease expense under the other expenses section of the income statement is offset by increases in amortization expense and in interest expense. On a year-to-date basis, the unfavorable budget variance is primarily because of clinic lease expense, higher-than-average costs for repairs and maintenance, and for utilities.

Interest Expense:

Interest expense is over budget for the month because of the implementation GASB 87. Please see the other expenses section of this memo for an explanation of how leases are accounted for under GASB 87 and how it may affect interest expense. On a year-to-date basis, in addition to GASB 87 interest expense is over budget due to higher than anticipated certificate of participation (COP) bond interest.

Depreciation and Amortization Expense:

Depreciation and amortization expenses are over budget for the month and on a year-to-date basis because of the implementation of GASB 87. Please see the other expenses section of this memo for an explanation of how leases are accounted for under GASB 87 and how it may affect amortization expense.

Balance Sheet: Long-Term Liabilities

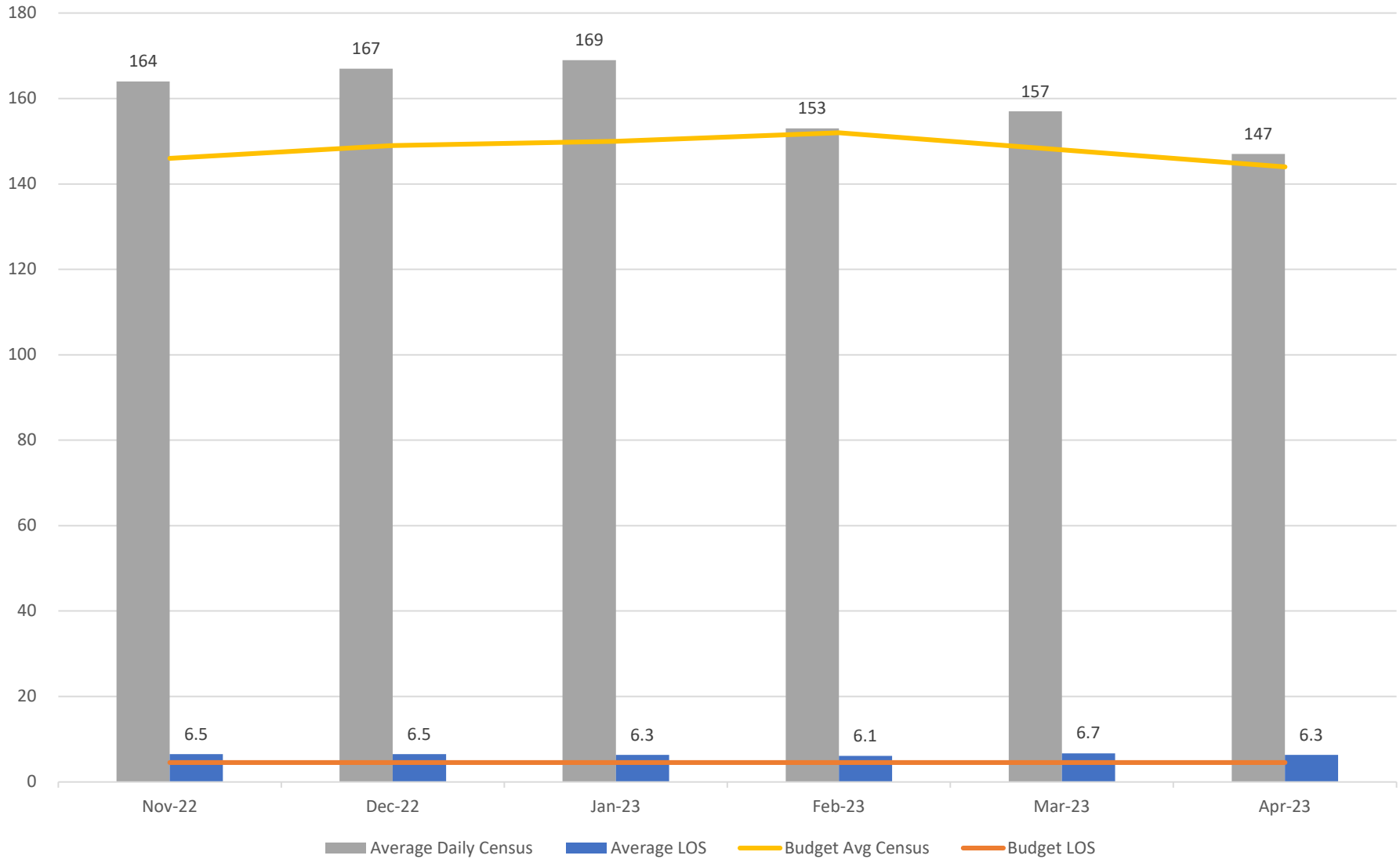
Kern Medical's FY 2022 financial audit was completed in February 2023 and the FY 2022 reporting period was closed. The resulting adjustments for long-term liabilities made after fiscal year-ended June 30, 2022 are now reflected in the monthly balance sheet reporting for FY 2023. Among the entries is a \$96.9 million favorable accounting adjustment for the unfunded pension obligation. The adjustment is supported by the year-end actuarial report received from KCERA that was based on market conditions at the time the report was compiled. This adjustment also has a favorable effect on retained earnings and the total fund balance. This accounting adjustment does not alter financial profitability or cash position.

In addition to the favorable change for the unfunded pension liability, other-long term liabilities reported for April 2023 total \$130,256,249, up from the prior year amount of \$64,286,919. The unfavorable change is due in large part to a \$49.1 million unfavorable increase in deferred inflows from the pension. This adjustment for deferred inflows is also supported by the KCERA actuarial report previously referenced. In addition, a separate actuarial report from Segal supports a \$5.6 million unfavorable adjustment for the other post-employment benefits (OPEB) liability. A \$5.2 million long-term liability was also added as part of the implementation of the new GASB 87 accounting treatment for leases. Please see the other expenses section of this memo for details about the implementation of GASB 87.

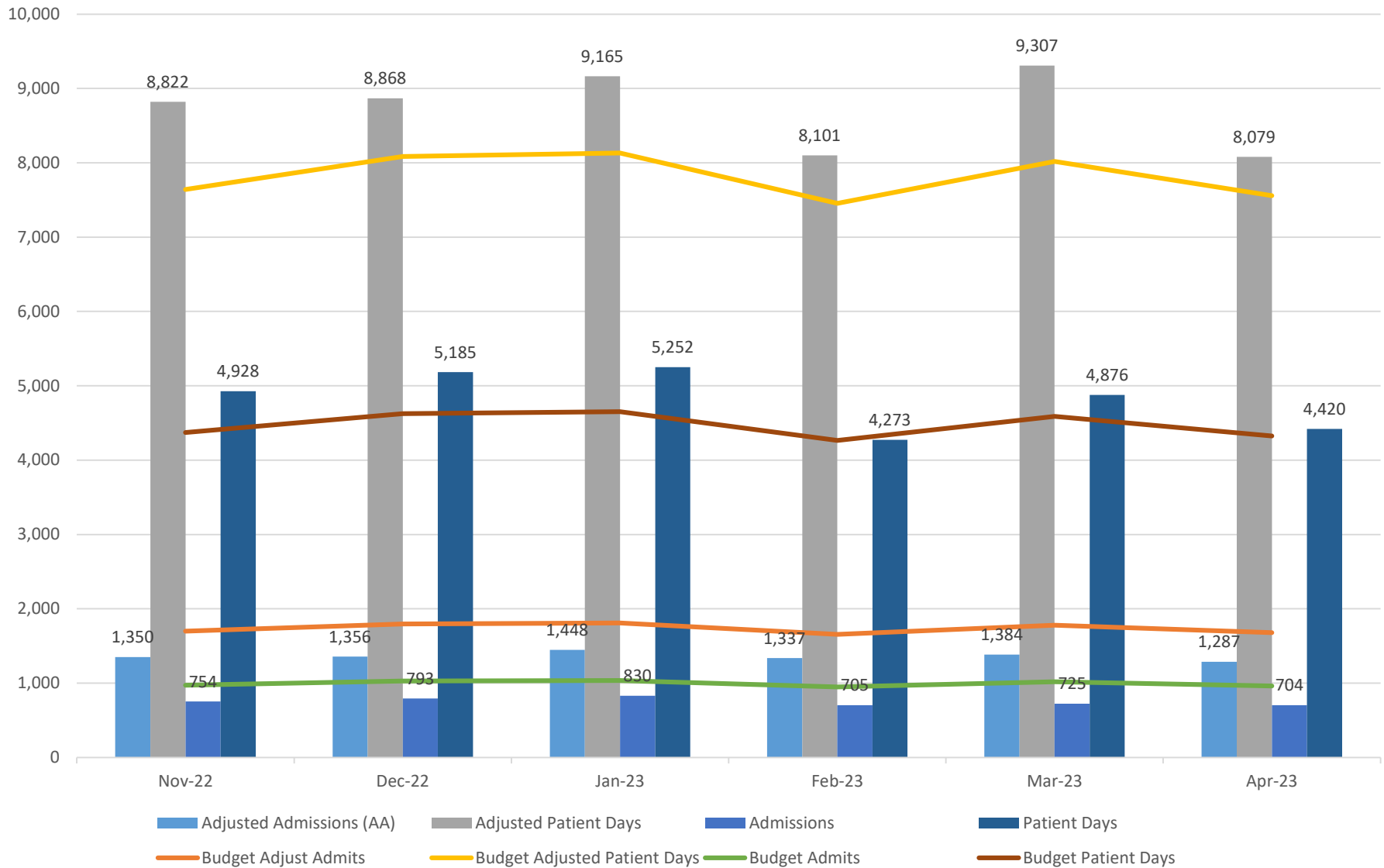


**BOARD OF GOVERNORS' REPORT
KERN MEDICAL – APRIL 2023**

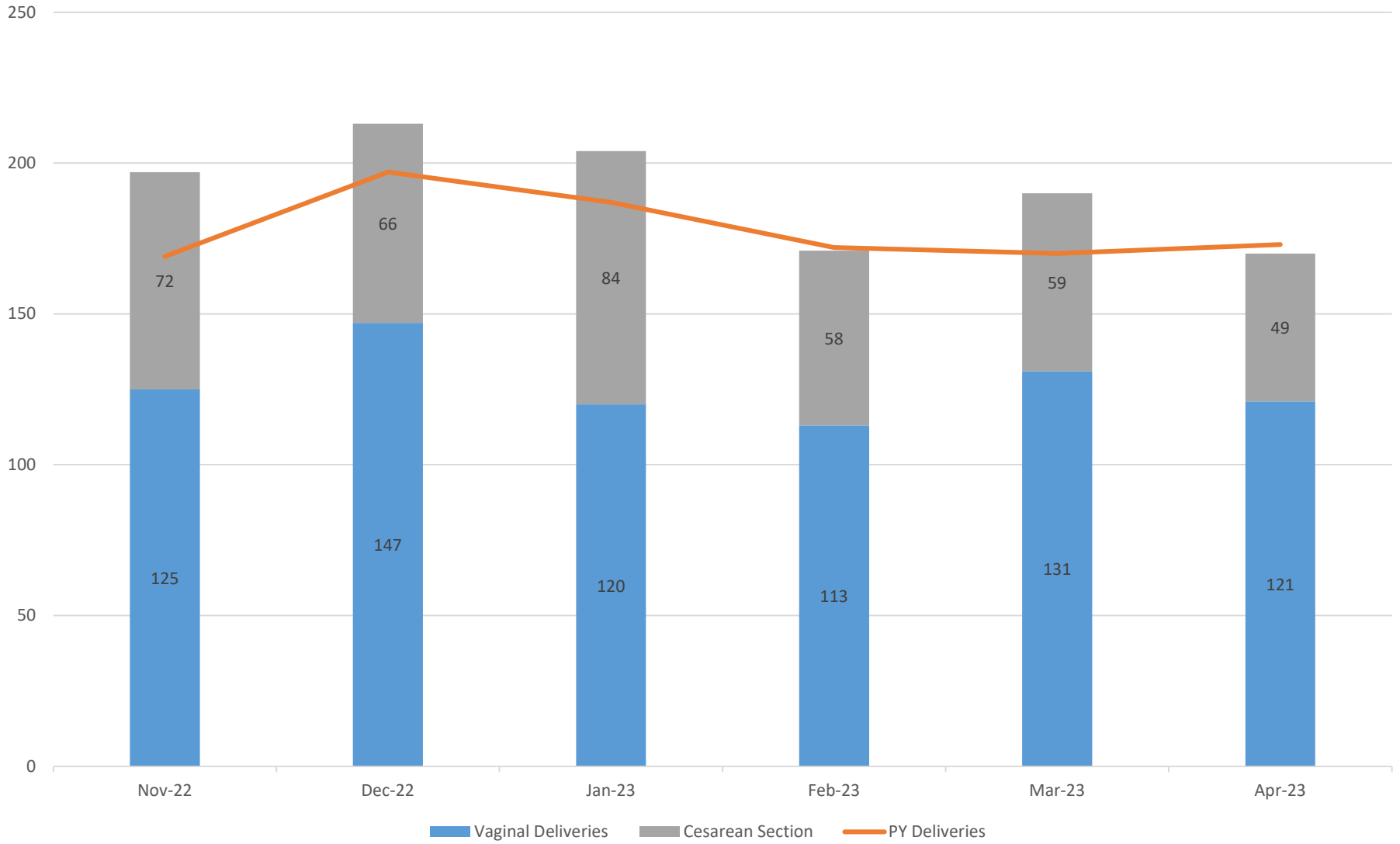
Census & ALOS



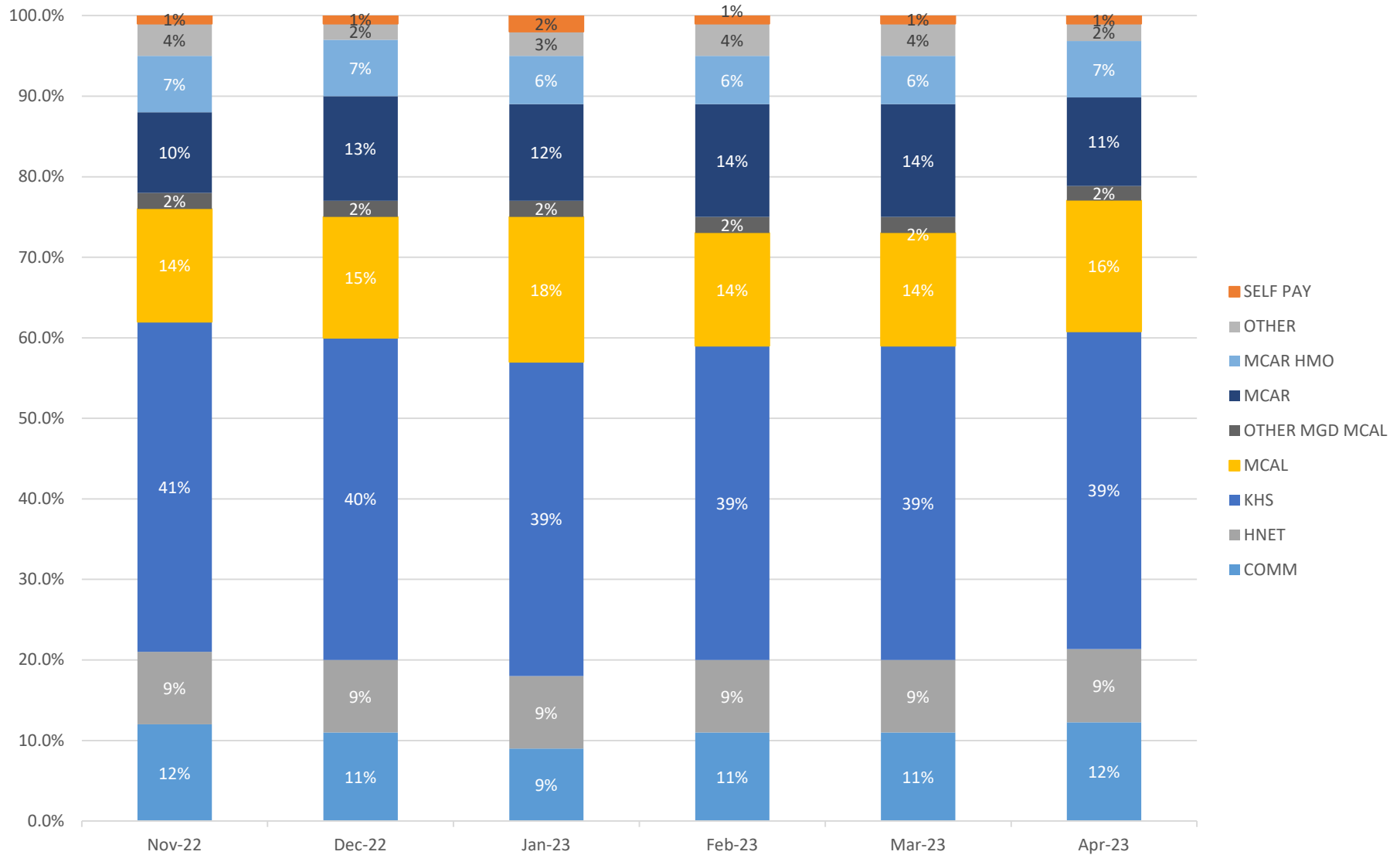
Hospital Volumes



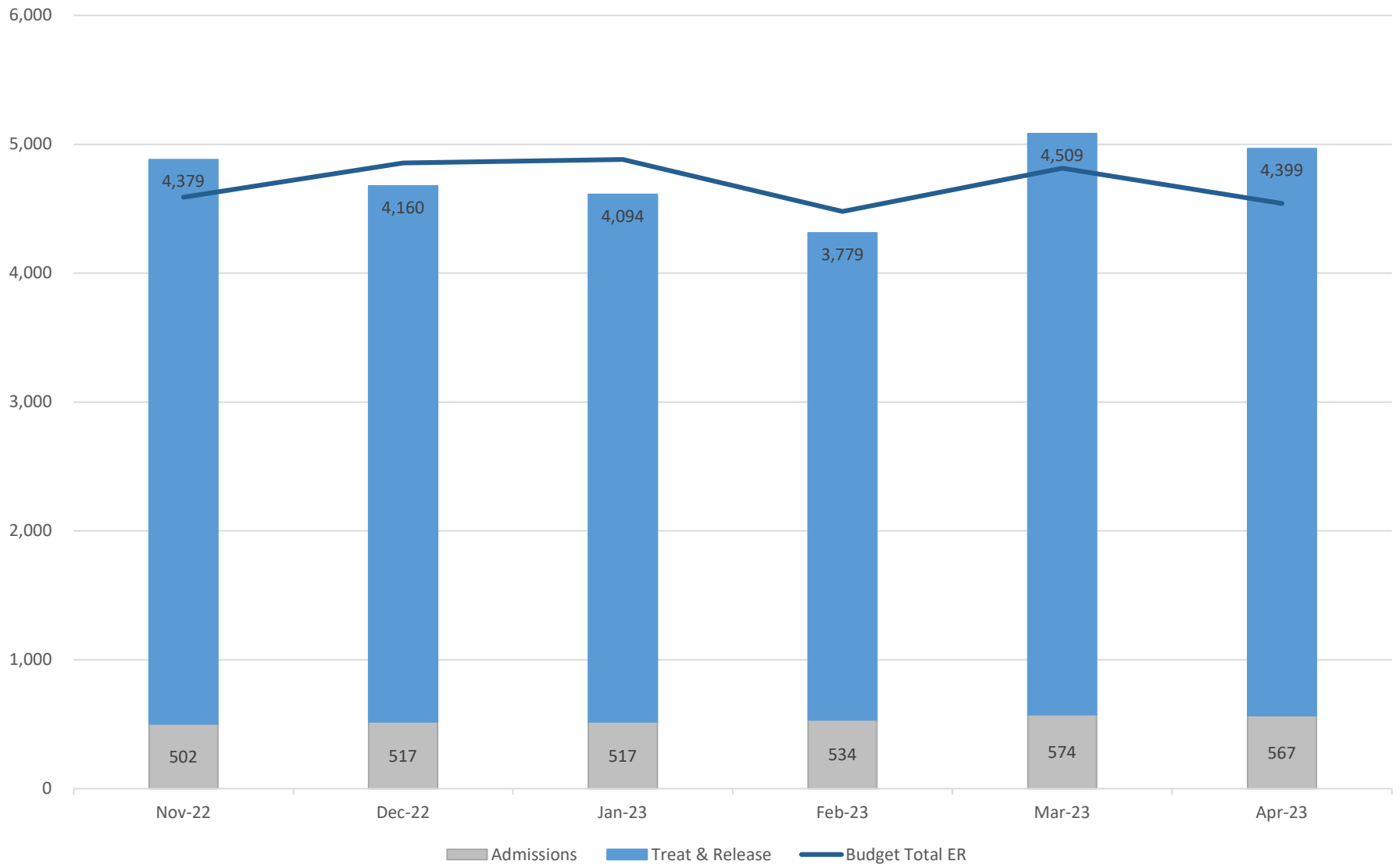
Deliveries



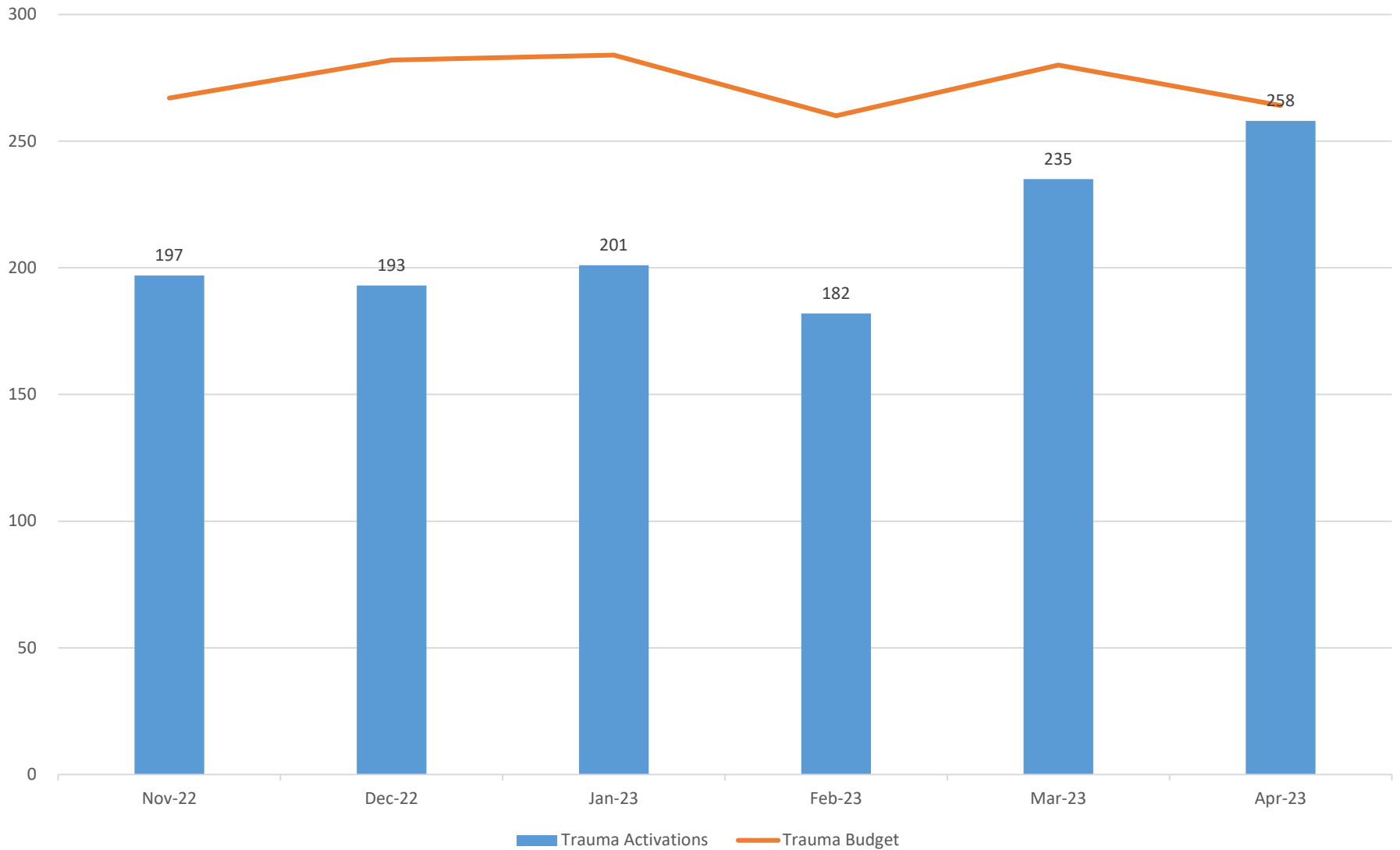
PAYER MIX



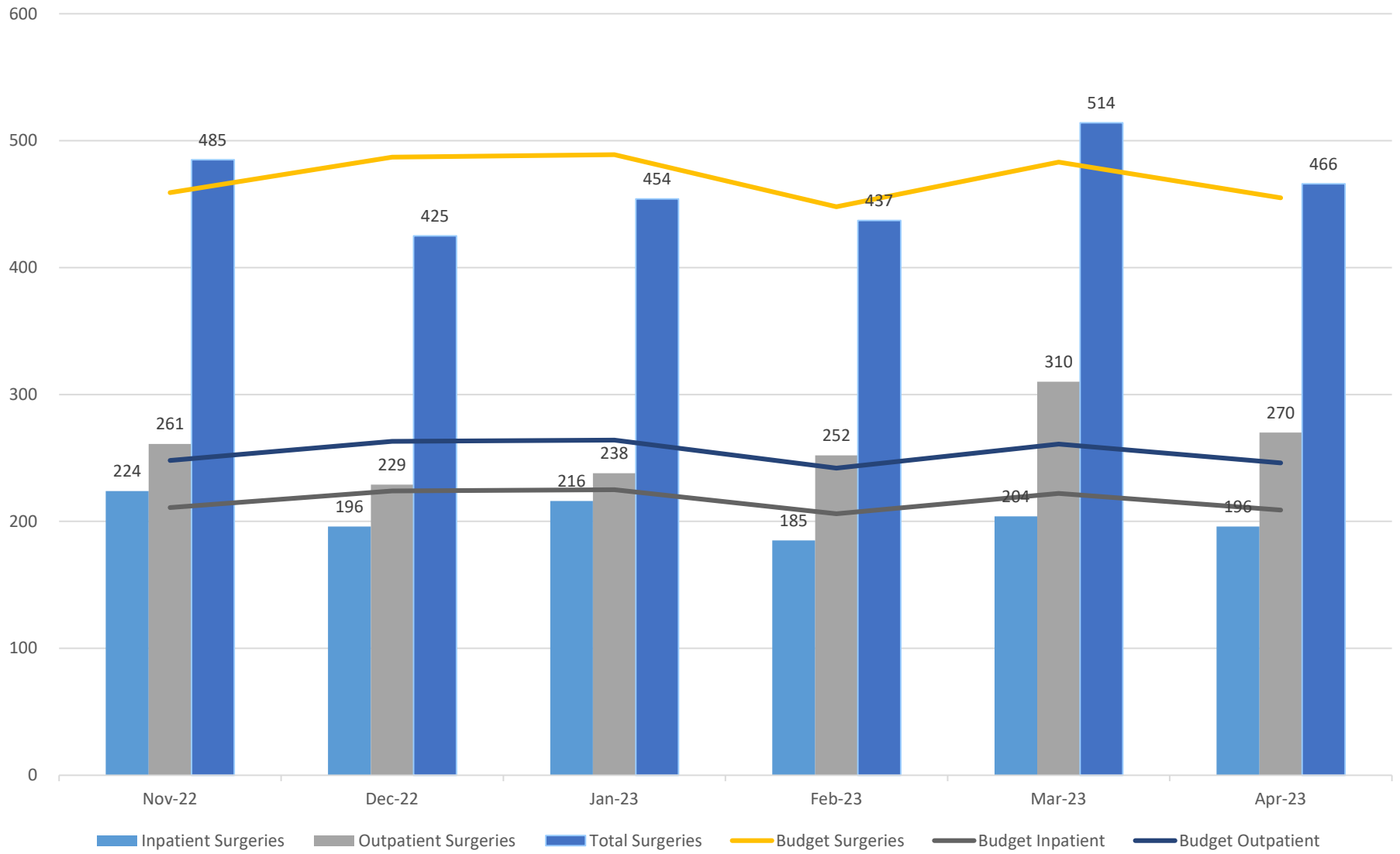
Emergency Room Volume



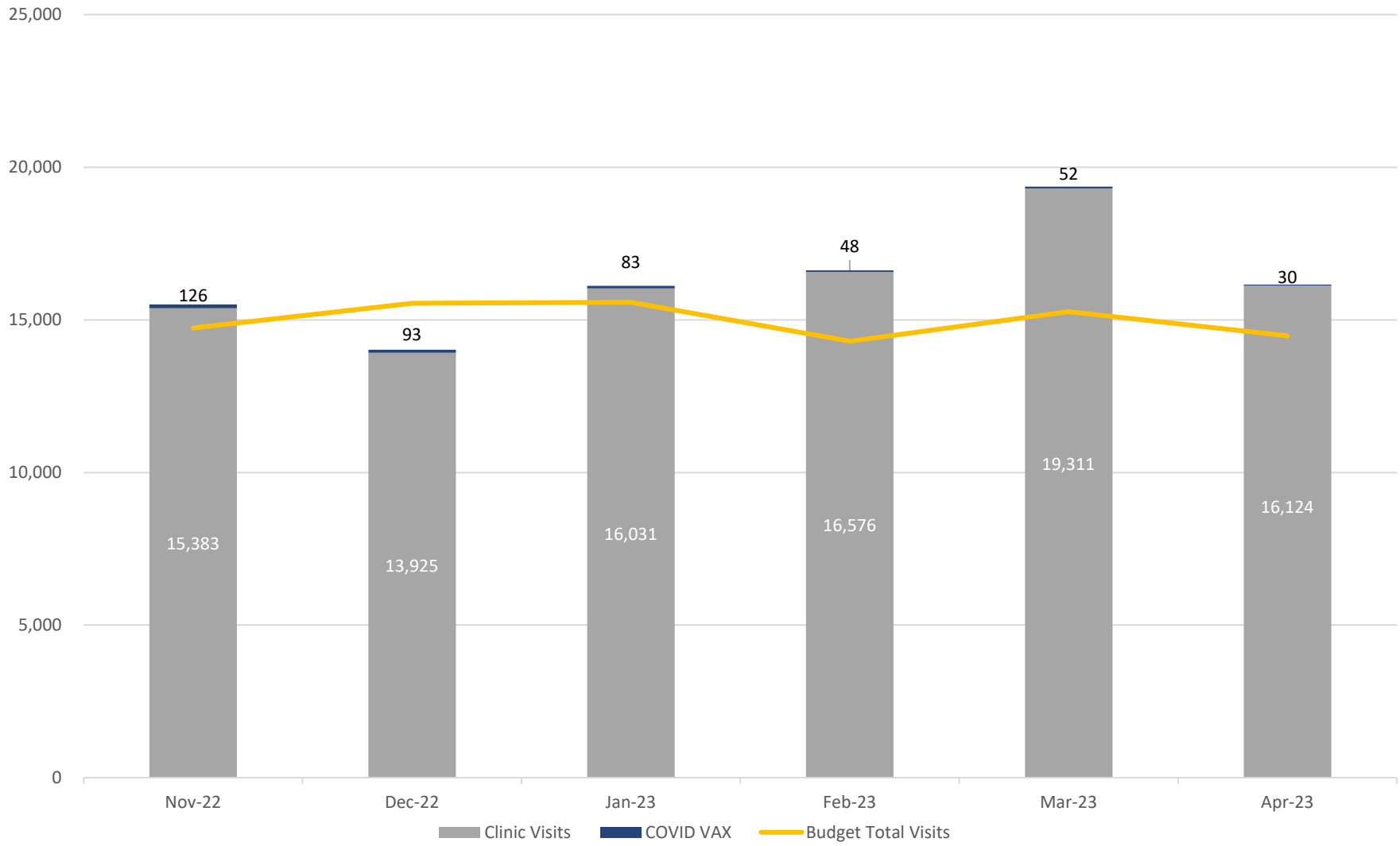
Trauma Activations



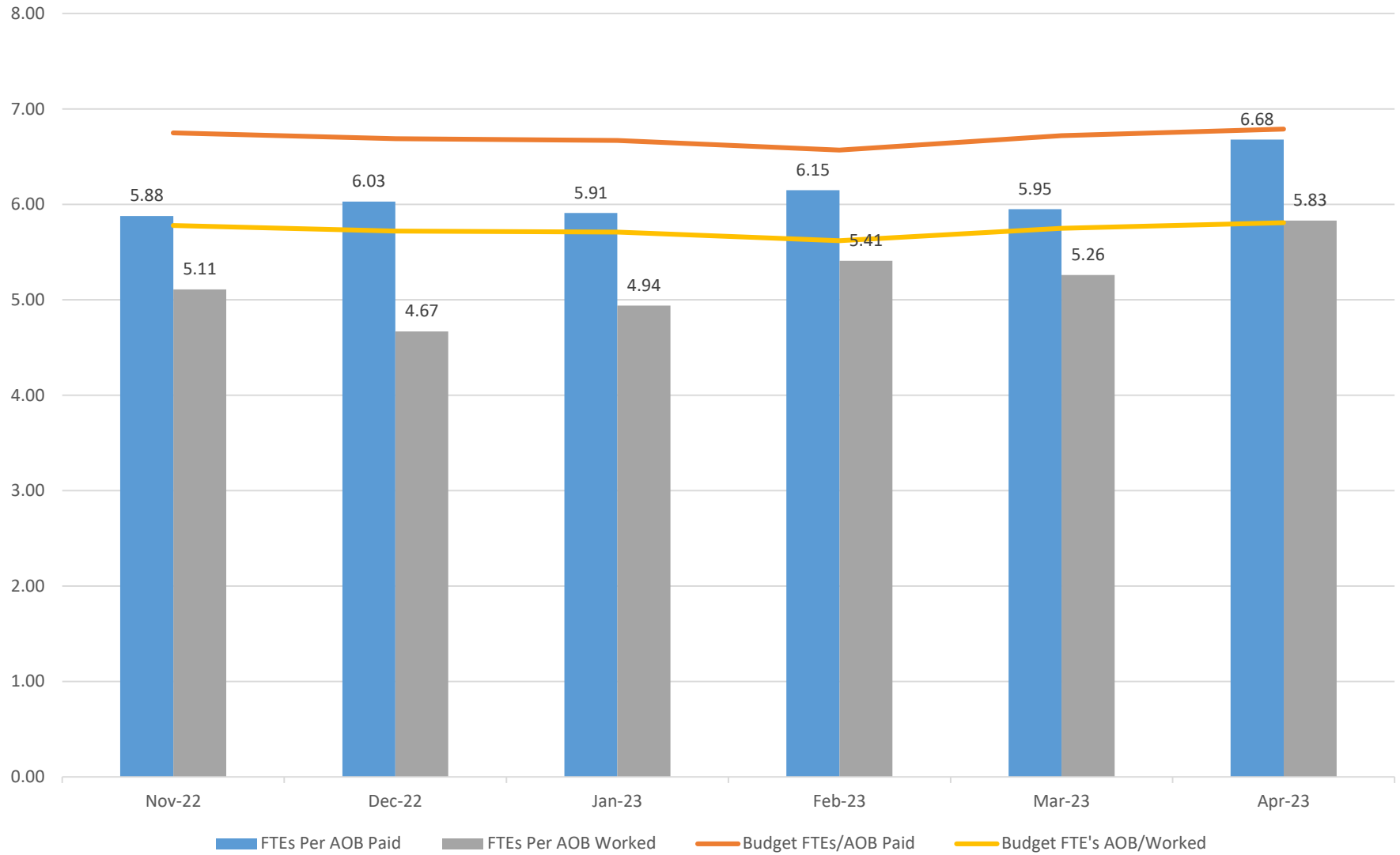
Surgical Volume



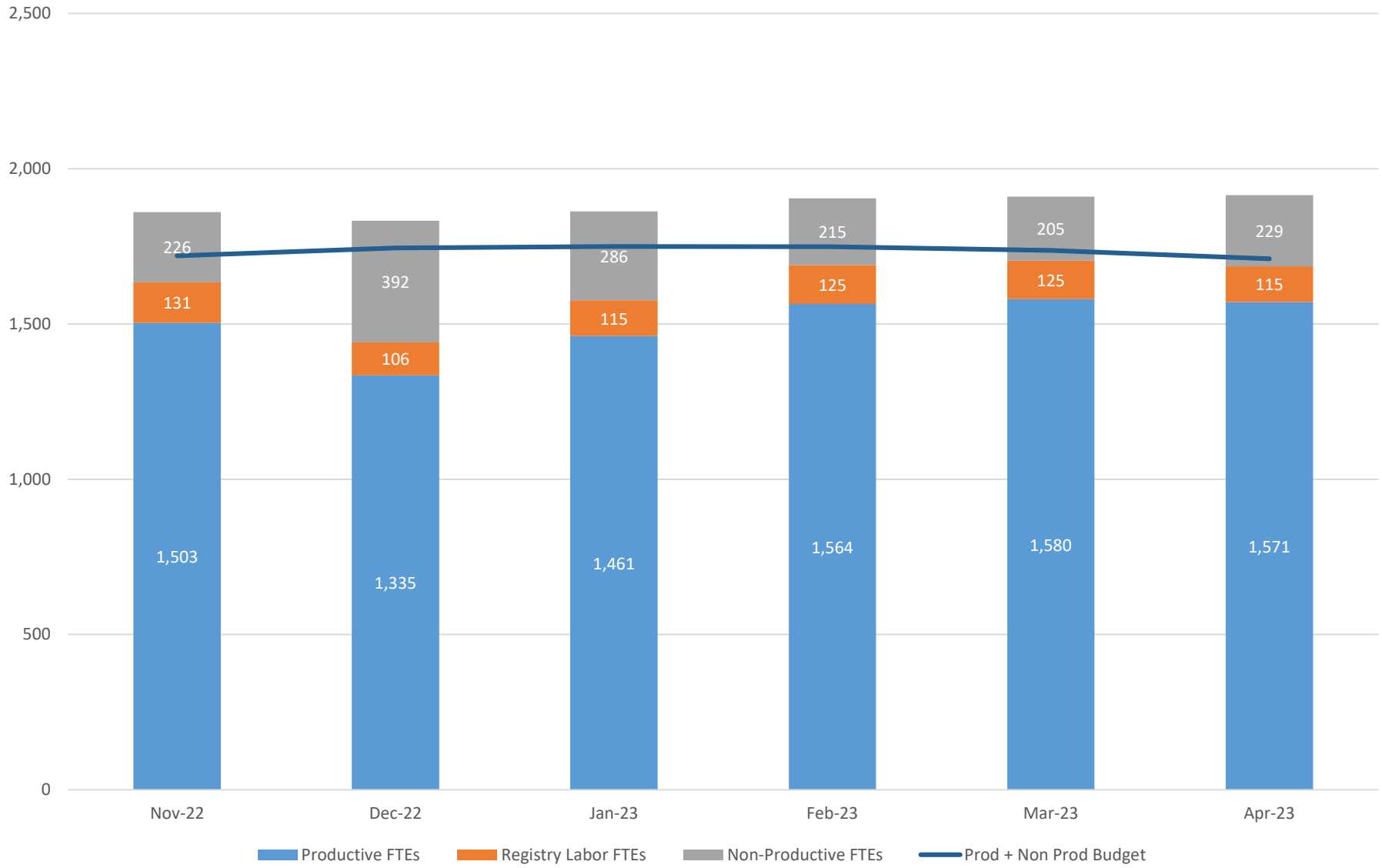
Clinic Visits



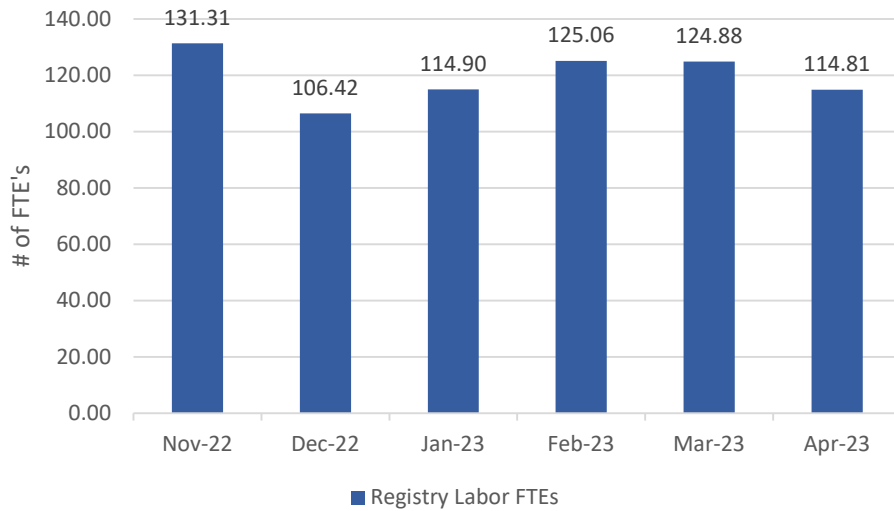
Labor Metrics



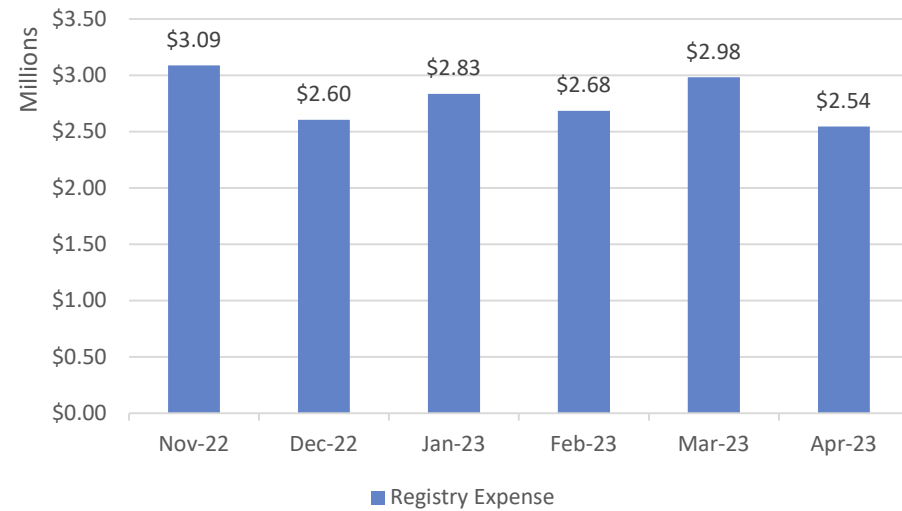
Productivity



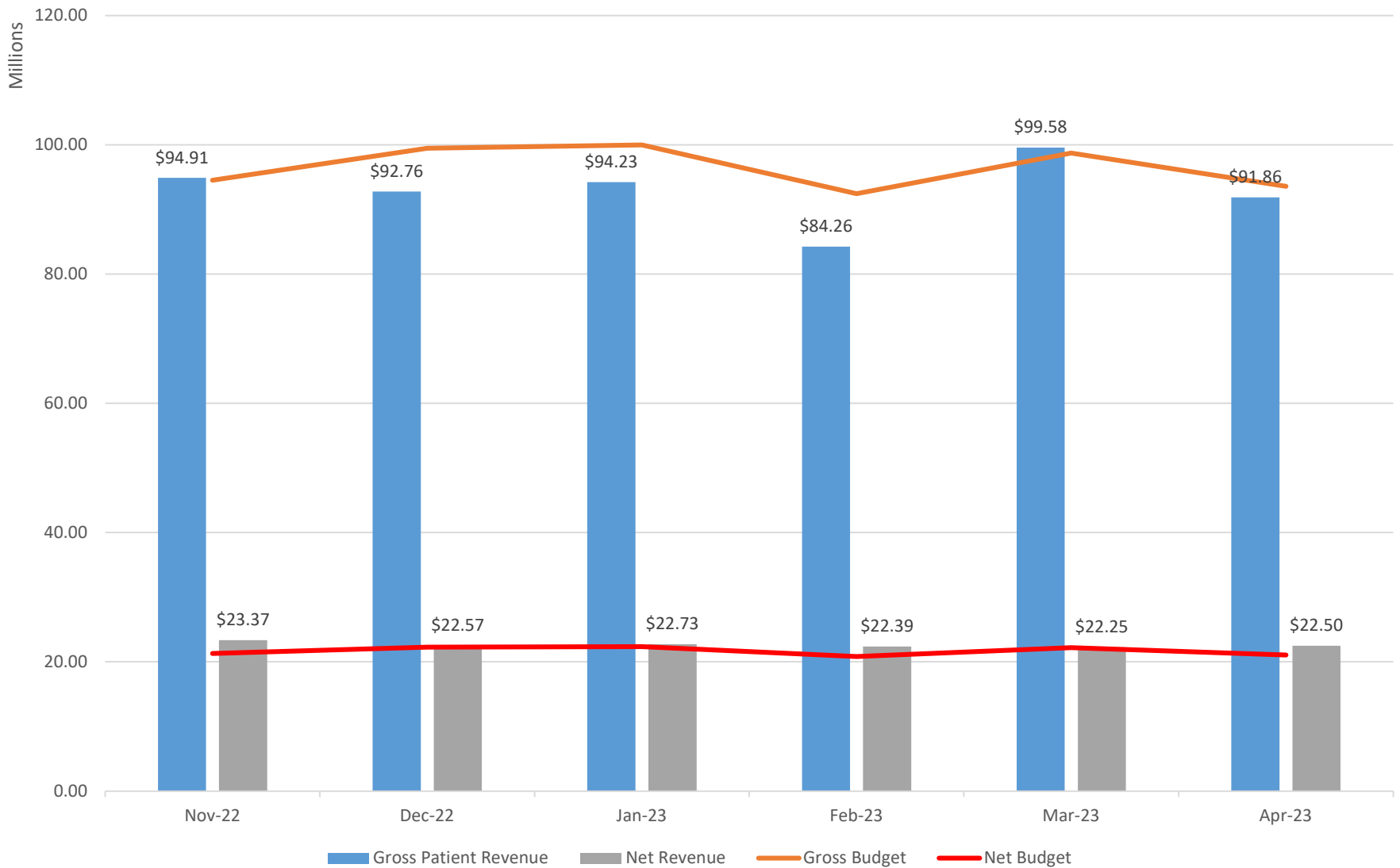
Registry FTE's



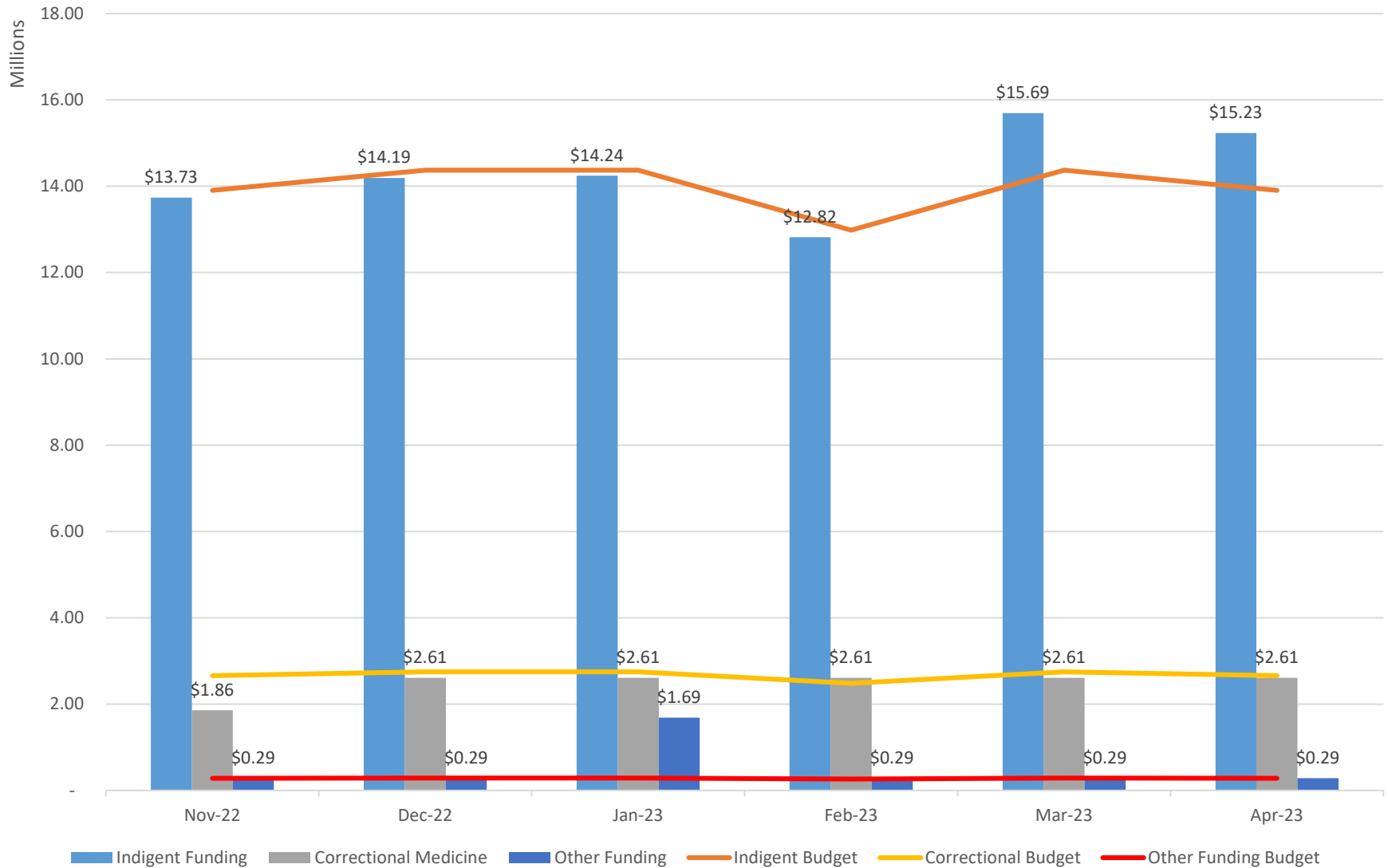
Registry Expense



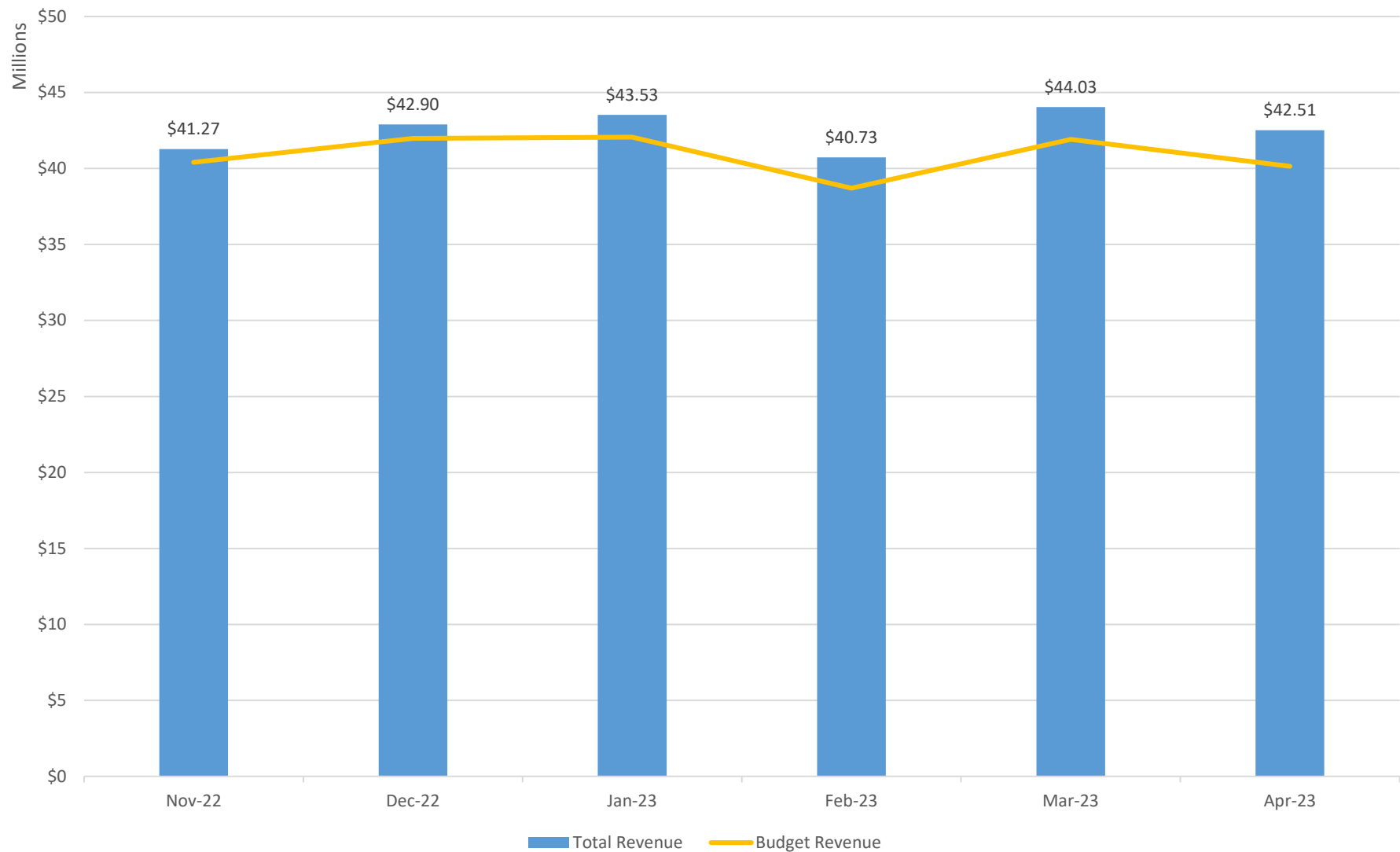
Patient Revenue



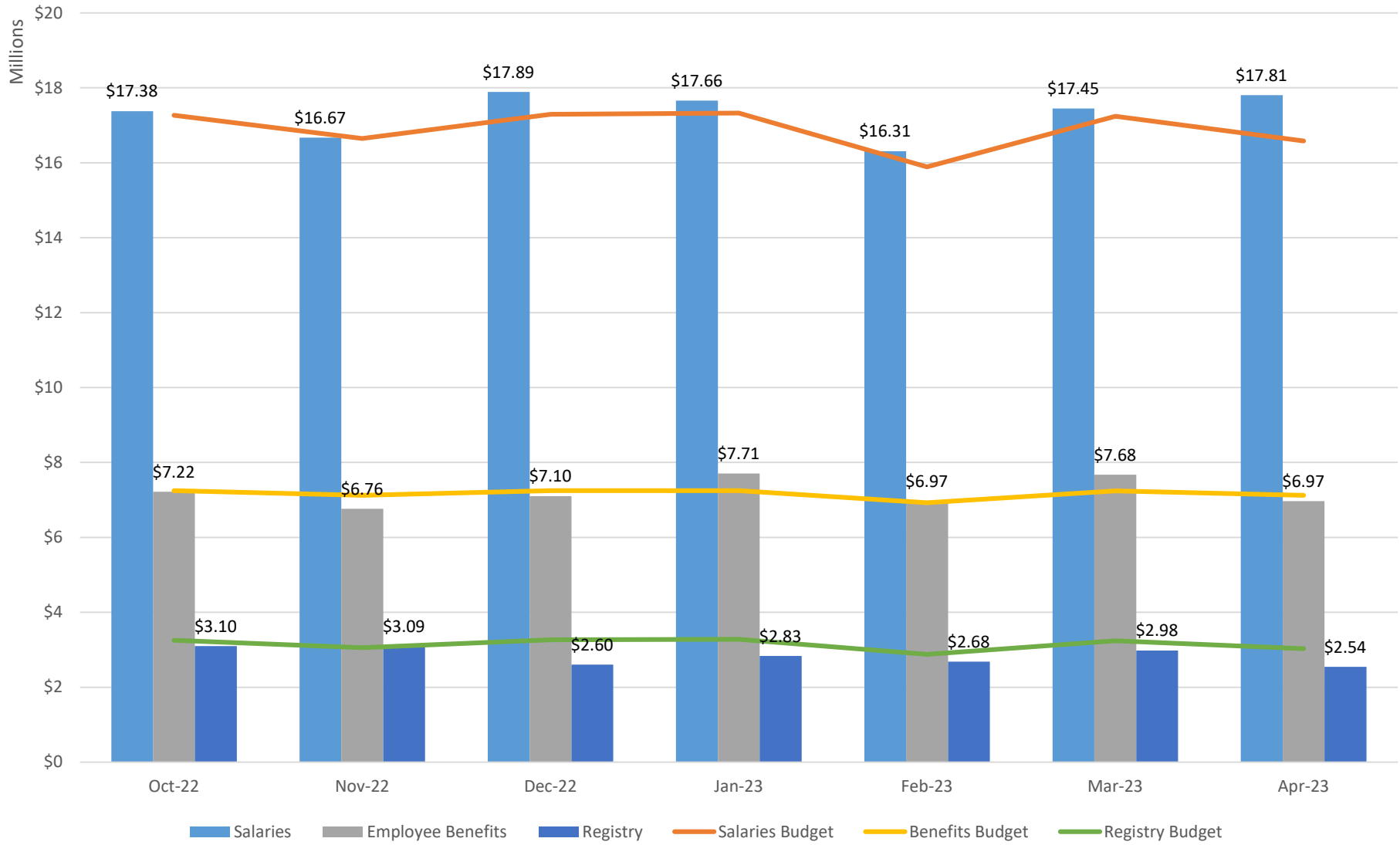
Indigent & Correctional Revenue



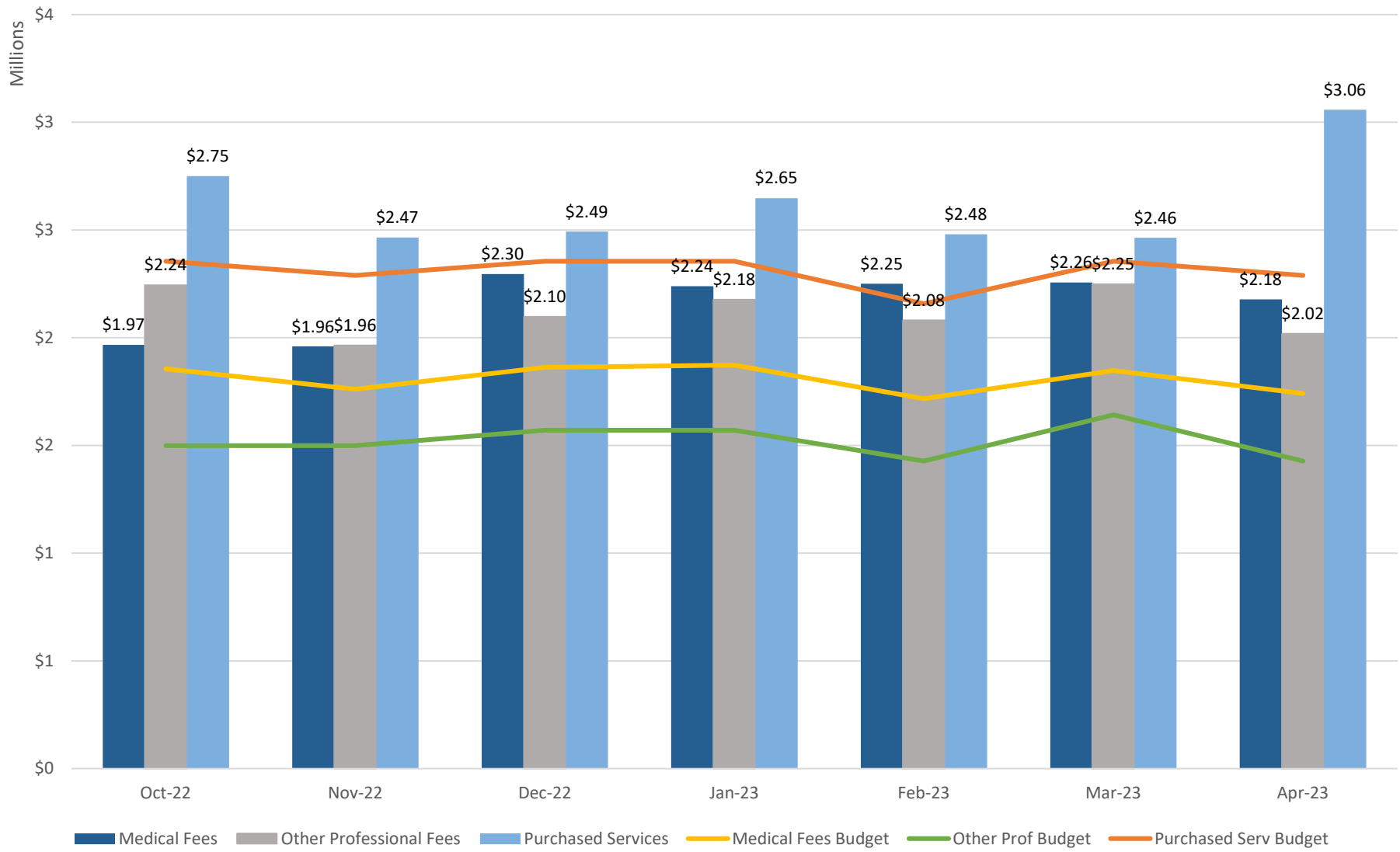
Total Revenue



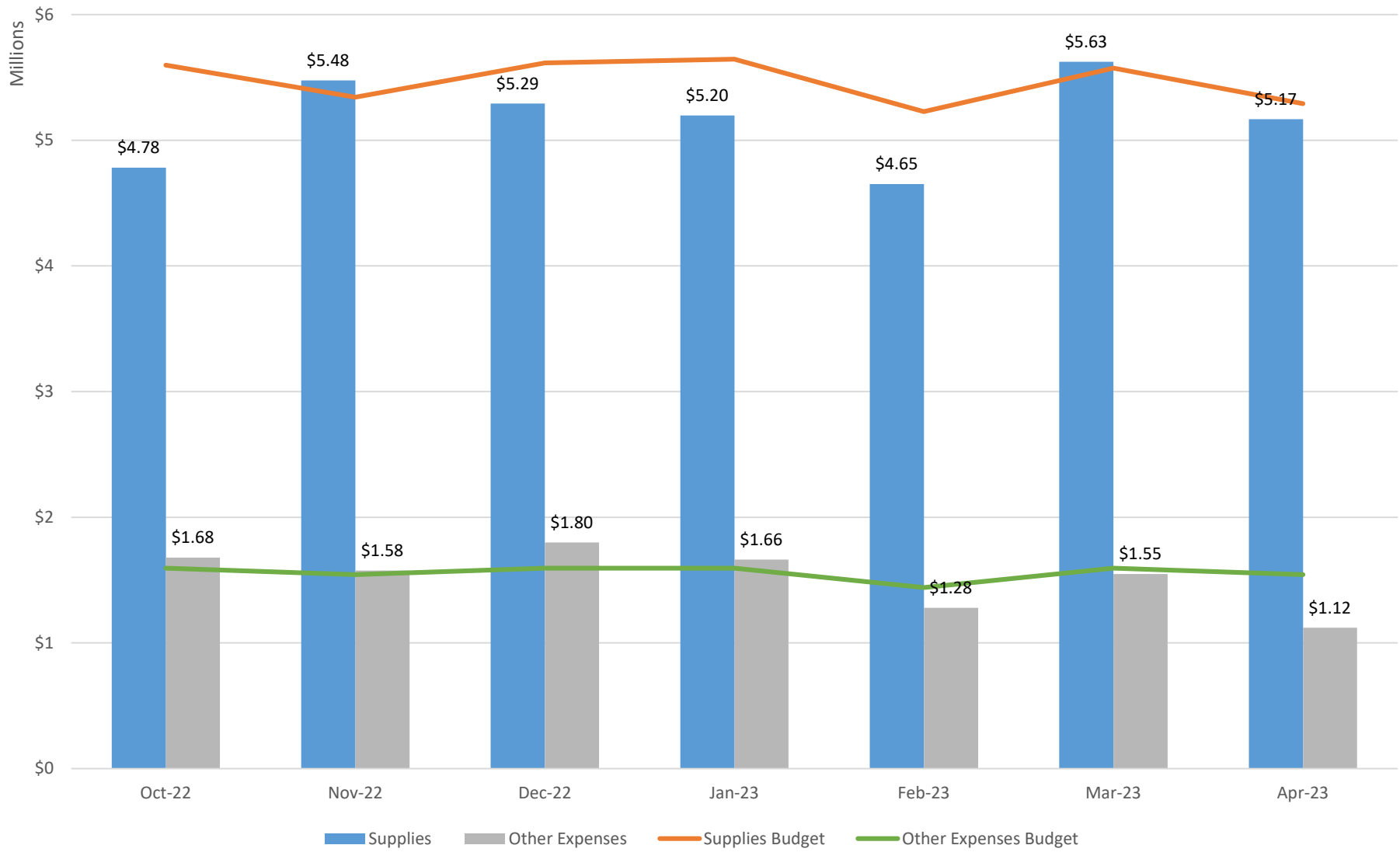
Expenses



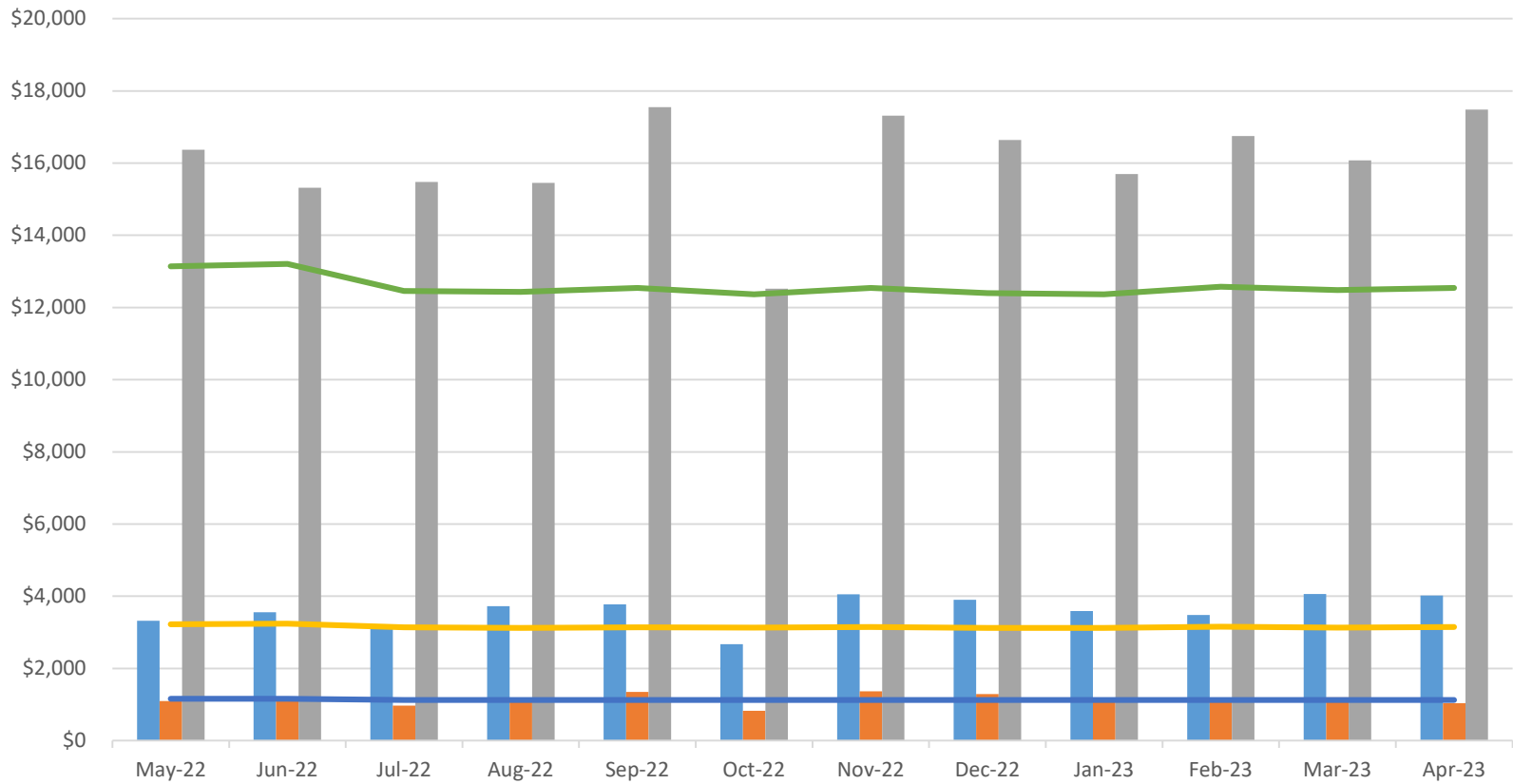
Expenses



Expenses

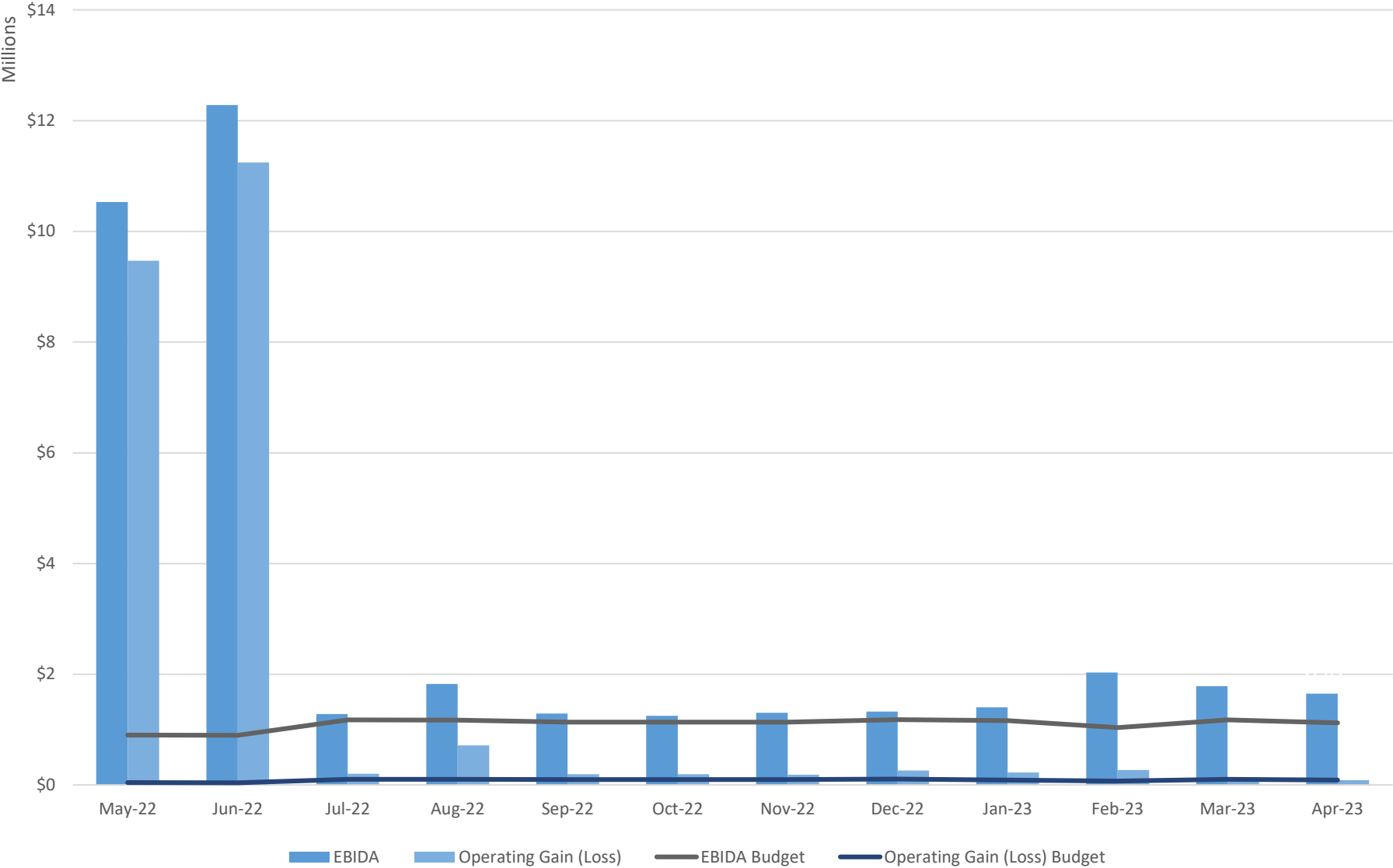


Operating Metrics

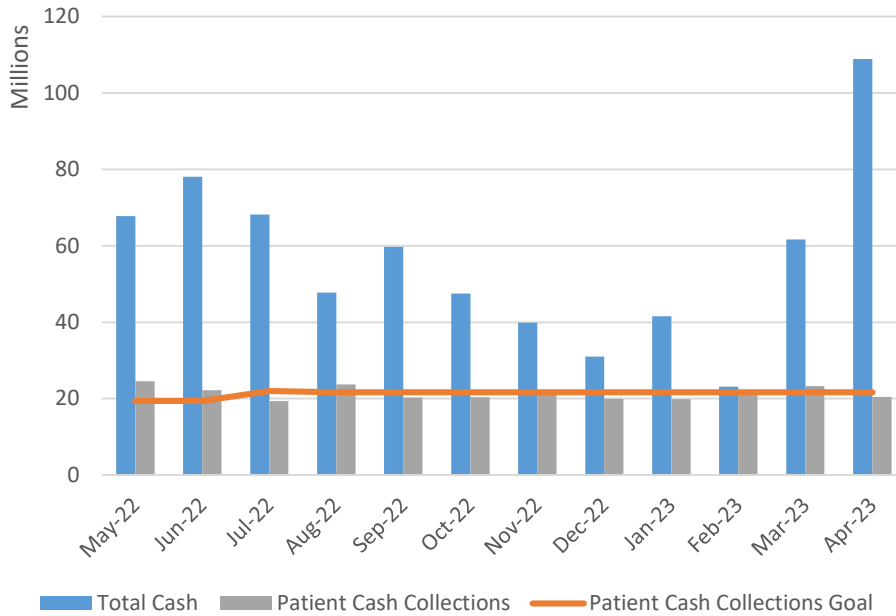


	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23
Supply Expense per AA	\$3,323	\$3,555	\$3,195	\$3,728	\$3,773	\$2,670	\$4,056	\$3,902	\$3,588	\$3,480	\$4,065	\$4,016
Pharm Cost per AA	\$1,097	\$1,218	\$966	\$1,101	\$1,349	\$826	\$1,368	\$1,293	\$1,153	\$1,094	\$1,199	\$1,037
Net Revenue Per AA	\$16,374	\$15,318	\$15,476	\$15,451	\$17,552	\$12,523	\$17,317	\$16,642	\$15,694	\$16,749	\$16,078	\$17,486
Budget Supp/AA	\$3,220	\$3,242	\$3,136	\$3,125	\$3,140	\$3,127	\$3,145	\$3,124	\$3,122	\$3,156	\$3,133	\$3,151
Budget Pharm/AA	\$1,156	\$1,156	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,126	\$1,127	\$1,128	\$1,127
Budget Net Rev/AA	\$13,141	\$13,206	\$12,461	\$12,428	\$12,543	\$12,368	\$12,545	\$12,398	\$12,368	\$12,579	\$12,483	\$12,539

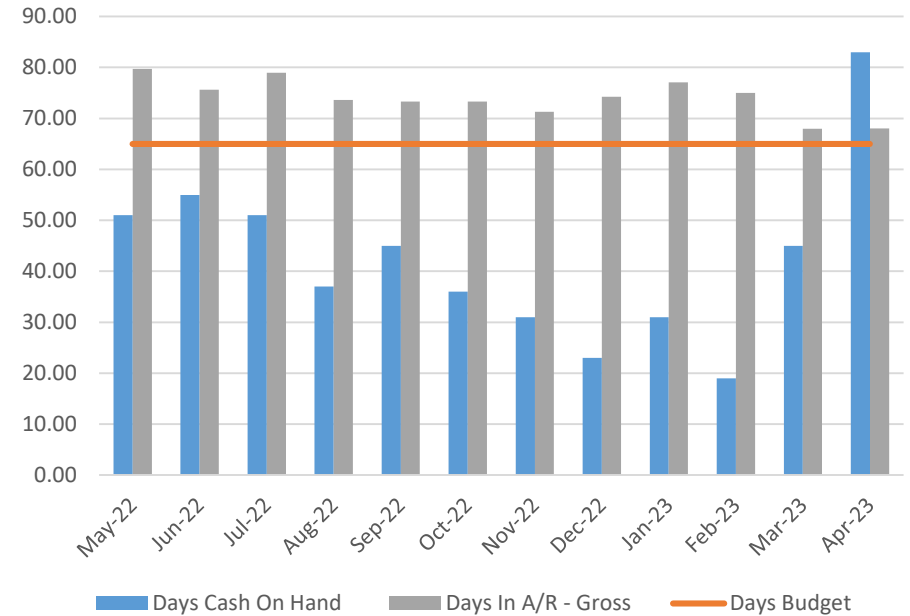
EBIDA Rolling Year



Cash Rolling Year



AR Days Rolling Year



KERN MEDICAL
3-Month Trend Analysis: Revenue & Expense
April 30, 2023

				BUDGET	VARIANCE	PY
	FEBRUARY	MARCH	APRIL	APRIL	POS (NEG)	APRIL
Gross Patient Revenue	\$ 84,259,605	\$ 99,584,324	\$ 91,861,816	\$ 93,591,190	(2%)	\$ 85,451,968
Contractual Deductions	(61,872,968)	(77,334,591)	(69,360,870)	(72,533,172)	(4%)	(64,264,497)
Net Revenue	22,386,637	22,249,734	22,500,945	21,058,018	6.9%	21,187,471
Indigent Funding	12,818,480	15,691,888	15,234,085	13,907,054	10%	93,814,985
Correctional Medicine	2,608,481	2,608,481	2,608,481	2,658,247	(2%)	2,583,481
County Contribution	285,211	285,211	285,211	281,729	1%	285,211
Incentive Funding	0	0	0	0	0%	0
Net Patient Revenue	38,098,808	40,835,313	40,628,722	37,905,047	7%	117,871,147
Other Operating Revenue	2,620,823	3,184,996	1,869,167	2,193,942	(15%)	4,004,563
Other Non-Operating Revenue	13,485	13,996	12,929	47,856	(73%)	2,009,781
Total Revenue	40,733,116	44,034,306	42,510,819	40,146,846	6%	123,885,490
Expenses						
Salaries	16,309,458	17,447,973	17,806,622	16,583,315	7%	15,220,041
Employee Benefits	6,967,974	7,675,317	6,969,277	7,119,877	(2%)	(14,515,638)
Registry	2,684,308	2,981,647	2,543,355	3,026,390	(16%)	5,245,361
Medical Fees	2,250,226	2,256,951	2,178,445	1,741,443	25%	1,898,047
Other Professional Fees	2,080,624	2,248,224	2,018,576	1,427,987	41%	1,901,847
Supplies	4,651,711	5,625,080	5,167,092	5,291,007	(2%)	3,914,959
Purchased Services	2,479,872	2,463,854	3,057,774	2,289,554	34%	1,591,554
Other Expenses	1,278,834	1,548,735	1,121,375	1,543,770	(27%)	(648,821)
Operating Expenses	38,703,006	42,247,781	40,862,516	39,023,341	5%	14,607,350
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 2,030,109	\$ 1,786,525	\$ 1,648,303	\$ 1,123,505	47%	\$ 109,278,140
EBIDA Margin	5%	4%	4%	3%	39%	88%
Interest	244,463	242,720	141,943	83,419	70%	346,011
Depreciation	697,339	655,522	663,717	660,849	0.4%	655,476
Amortization	815,025	754,789	753,251	291,183	159%	2,728,165
Total Expenses	40,459,833	43,900,811	42,421,427	40,058,792	6%	18,337,002
Operating Gain (Loss)	\$ 273,283	\$ 133,495	\$ 89,392	\$ 88,054	2%	\$ 105,548,488
Operating Margin	0.7%	0.3%	0.2%	0.2%	(4.1%)	85.2%

KERN MEDICAL
Year to Date: Revenue & Expense
April 30, 2023

	ACTUAL	BUDGET	VARIANCE	PY	PY VARIANCE
	FYTD	FYTD	POS (NEG)	FYTD	POS (NEG)
Gross Patient Revenue	\$ 947,241,241	\$ 969,943,389	(2%)	\$ 969,398,888	(2%)
Contractual Deductions	(720,743,381)	(752,071,126)	(4%)	(740,862,990)	(3%)
Net Revenue	226,497,860	217,872,263	4%	228,535,898	
Indigent Funding	142,897,671	140,924,810	1.4%	223,711,101	(36%)
Correctional Medicine	25,799,133	26,936,902	(4%)	25,692,617	0.4%
County Contribution	2,852,109	2,854,851	(0%)	2,852,424	(0.01%)
Incentive Funding	1,404,200	0	0%	0	0%
Net Patient Revenue	399,450,972	388,588,826	3%	480,792,040	(17%)
Other Operating Revenue	23,748,902	22,139,011	7%	25,572,105	(7%)
Other Non-Operating Revenue	132,725	484,944	(73%)	8,403,155	(98%)
Total Revenue	423,332,598	411,212,781	3%	514,767,300	(18%)
Expenses					
Salaries	172,318,828	169,383,402	1.7%	161,381,509	7%
Employee Benefits	71,814,254	71,766,942	0.1%	47,768,147	50%
Registry	29,444,095	31,549,050	(7%)	47,438,811	(38%)
Medical Fees	21,112,548	18,114,460	17%	17,704,049	19%
Other Professional Fees	20,757,191	15,350,855	35%	15,887,593	31%
Supplies	51,195,992	54,786,692	(7%)	57,556,535	(11%)
Purchased Services	25,392,433	23,158,901	10%	19,689,461	29%
Other Expenses	16,148,197	15,643,535	3%	13,664,882	18%
Operating Expenses	408,183,538	399,753,838	2%	381,090,987	7%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 15,149,060	\$ 11,458,943	32%	\$ 133,676,313	(89%)
EBIDA Margin	4%	3%	28%	26%	(86%)
Interest	1,459,129	845,310	73%	1,105,893	32%
Depreciation	6,960,053	6,696,601	4%	6,689,154	4%
Amortization	4,348,746	2,950,659	47%	5,103,889	(15%)
Total Expenses	420,951,468	410,246,408	3%	393,989,923	7%
Operating Gain (Loss)	\$ 2,381,131	\$ 966,372	146%	\$ 120,777,377	(98%)
Operating Margin	0.6%	0.2%	139.3%	23.5%	(98%)

**KERN MEDICAL
BALANCE SHEET**

	APRIL 2023	APRIL 2022
ASSETS:		
<i>Total Cash</i>	\$ 108,891,003	\$ 73,799,443
Patient Receivables Subtotal	237,324,329	280,975,423
Contractual Subtotal	(180,586,979)	(232,183,705)
<i>Net Patient Receivable</i>	56,737,350	48,791,718
Total Indigent Receivable	177,013,039	138,656,131
Total Other Receivable	10,329,186	9,879,434
Total Prepaid Expenses	5,837,992	4,784,821
Total Inventory	5,201,643	4,119,695
<i>Total Current Assets</i>	364,010,213	280,031,242
Deferred Outflows of Resources	105,241,458	127,290,855
Total Land, Equipment, Buildings and Intangibles	243,031,611	223,380,485
Total Construction in Progress	10,735,260	5,113,975
<i>Total Property, Plant & Equipment</i>	253,766,871	228,494,460
Total Accumulated Depr & Amortization	(152,509,211)	(134,742,916)
<i>Net Property, Plant, and Equipment</i>	101,257,660	93,751,544
<i>Total Long Term Assets</i>	105,241,458	127,290,855
<i>Total Assets</i>	\$ 570,509,331	\$ 501,073,641

**KERN MEDICAL
BALANCE SHEET**

	APRIL 2023	APRIL 2022
LIABILITIES & EQUITY:		
Total Accounts Payable	\$ 14,247,844	\$ 16,048,410
Total Accrued Compensation	31,702,097	34,015,050
Total Due Government Agencies	14,611,925	16,063,651
Total Other Accrued Liabilities	28,013,065	40,775,890
<i>Total Current Liabilities</i>	88,574,931	106,903,002
Unfunded Pension Liability	284,243,193	381,152,811
Other Long-Term Liabilities	130,256,249	64,286,919
<i>Total Long-Term Liabilities</i>	414,499,442	445,439,730
<i>Total Liabilities</i>	503,074,373	552,342,732
Fund Balance	36,714,022	36,714,022
Retained Earnings	30,720,936	(87,983,112)
<i>Total Fund Balance</i>	67,434,958	(51,269,090)
<i>Total Liabilities and Fund Balance</i>	\$ 570,509,331	\$ 501,073,641



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

June 21, 2023

Subject: Kern County Hospital Authority Chief Executive Officer Report

Recommended Action: Receive and File

Summary:

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



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

June 21, 2023

Subject: Monthly report on What's Happening at Kern Medical Center

Recommended Action: Receive and File

Summary:

Each month Kern Medical will be sharing a report with your Board on "What's Happening" in and around Kern Medical.

Therefore, it is recommended that your Board receive and file the attached report on What's Happening at Kern Medical.




What's Happening?

RELAY FOR LIFE



NEXT CAREER FAIR: JUNE 15TH IN DELANO



KernMedical

CAREER FAIR

Kern Medical Campus
1700 Mount Vernon Ave, Bakersfield, CA 93306, Room 1058

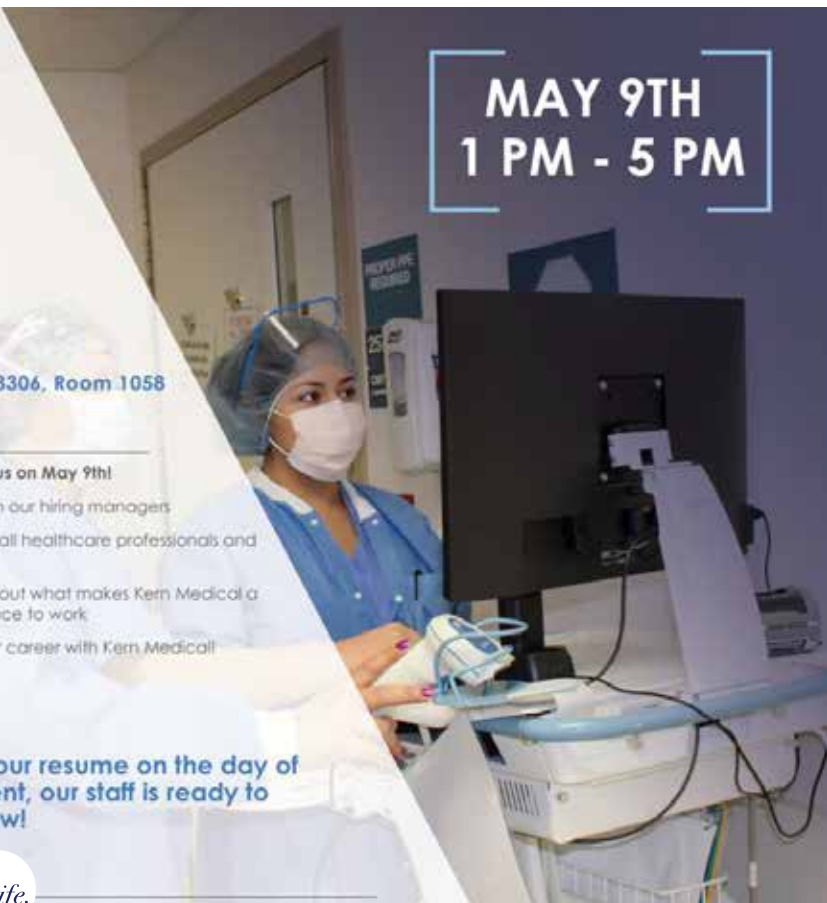
We are hiring in the following areas:

- + Clinical Pharmacist
- + Medical Assistant
- + Medical Social Worker I/II
- + Office Services Technician
- + Patient Care Technician
- + Per Diem Nurse Information Technology - Informatics Project Manager (Pharmacy License Required)
- + Program Specialist
- + Registered Nurse
- + Respiratory Therapist
- + Vocational Nurse

Meet with us on May 9th!

- + Chat with our hiring managers
- + Open to all healthcare professionals and students
- + Learn about what makes Kern Medical a great place to work
- + Start your career with Kern Medical!

Bring your resume on the day of the event, our staff is ready to interview!



MAY 9TH
1 PM - 5 PM

HOSPITAL & NURSES WEEK



EMS WEEK BBQ



RESEARCH FORUM

Join us for a stimulating evening to learn about the exciting research being conducted regionally.

Southern San Joaquin Valley RESEARCH FORUM

4TH ANNUAL REGIONAL GATHERING

Sponsored by Kern Medical

*Bakersfield College, 1801 Panorama Drive
Renegade Ballroom - Campus Center, 3rd Floor*

SAVE
THE DATE

May 25th

5PM – Poster Viewing & Social
5:30 – 8:30 Opening Remarks & Program

KERN MEDICAL IN THE NEWS



KERN MEDICAL IN THE MOVIES

Kern Medical is in movie theaters!

Visit any of the following locations between now and
October to see our featured ad during the previews:

Studio Movie Grill
Maya Bakersfield
Valley Plaza



 KernMedical

GRADUATE MEDICAL EDUCATION

Weekly Noon Lecture Series

June

15 | Pain Management: Narcotics by Warren Wisnoff, DO

July

3 | The Elements of Writing Medication Orders by Jeff Jolliff, PharmD

6 | The ABCs of ACGME by Amir Berjis, MD

13 | How to Survive 1st Year of Residency by Sabitha Eppanapally, MD

20 | Burnout: Defining the Problem by Shahzad Chaudhry, LMFT

27 | ABCs of IRB by Kayvon Milani

NATIONAL RECOGNITIONS IN MAY

- National Physical Fitness and Sports Month
- Older Americans Month
- Mental Health Awareness Month
- Stroke Awareness Month
- Melanoma Awareness Month
- Hospital Week (May 7-13)
- Nurses Week (May 7-13)
- National Women's Health Week (May 14-20)
- National Emergency Medical Services Week (May 21-27)
- National Nurses Day (May 6)
- National Women's Check-Up Day (May 8)
- National Save Your Hearing Day (May 31)

NATIONAL RECOGNITIONS IN JUNE

- Alzheimer's and Brain Awareness Month
- PTSD Awareness Month
- Suicide Prevention Month
- National Safety Month
- Cataract Awareness Month
- Men's Health Month
- National Scoliosis Awareness
- National CPR and AED Awareness Week (June 1 - 7)
- National Cancer Survivors Day (June 3)
- World Blood Donor Day (June 14)
- Rare Chromosomes Disorder Awareness Day (June 16)
- World Sickle Cell Day (June 19)

These sudden SIGNS could mean a STROKE.

B

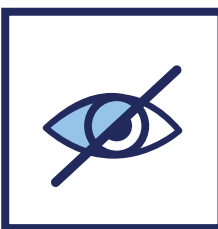
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BALANCE

LOSS OF BALANCE,
HEADACHE
OR DIZZINESS

EYES

BLURRED VISION

FACE

ONE SIDE OF THE
FACE IS DROOPING

ARMS

ARM OR LEG
WEAKNESS

SPEECH

SPEECH DIFFICULTY

TIME

TIME TO CALL
FOR AMBULANCE
IMMEDIATELY

From: Beverly Kelpen <beverly.kelpen@gmail.com>
Sent: Tuesday, May 16, 2023 3:39 PM
To: Public Comment <publiccomment@kernmedical.com>
Subject: Public Comment about Nurse staffing & recruitment

Some people who received this message don't often get email from beverly.kelpen@gmail.com. [Learn why this is important](#)

CAUTION: This message originated from outside the Kern Medical email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

See the attached public comment regarding " Report on Kern Medical Nurse Staffing and Human Resources Recruitment"

How can you claim that KCHA's staffing problems are caused by the national shortage when you won't investigate \$23 million dollars worth of overpayments?

Taxpayers and Patients Need Answers About Executive Compensation at the Kern County Hospital Authority!

On May 18, 2022, SEIU Local 521 represented Kern County Hospital Authority (“KCHA”) employees contacted the Board of Governors and asked to review several policies and contractual agreements that we believe contribute to the risk of financial waste, fraud, and abuse.¹

Board members Stephen Pelz and Dr. Amir Berjis declined to meet because “[m]embers of the Kern County Hospital Authority Board have no legal standing to act outside of an appropriately convened meeting of the Board.”² No other Board member responded.

SEIU Local 521 has spent the last year investigating the weakness in KCHA’s governance structure to determine whether management had exploited these policies to benefit themselves. SEIU Local 521 has uncovered the following:

- **Failure to disclose:** Using California Public Records Act (“CPRA”) requests, the union discovered evidence that management compensation was not properly reported.
- **Failure to correct:** We informed management of their failure to disclose compensation information, and management either did not make the correction or the correction was improper.
- **Attempt to conceal:** After management was informed of their failure to disclose, they attempted to remove information from the public.

The report below details how the KCHA has failed to provide substantive responses to questions about how it spends public funds on its top executives who provide services to KCHA through contracts with two for-profit corporations, **Meridian Healthcare Partners and Cantu Management Group**.

Over the past four years, payments to these corporations for executive services appear to have exceeded contractual amounts by 40% to 147%, resulting in more than \$23 million in unauthorized compensation. In several instances, when questions have been raised, the Board of Governors appears to have allowed management to “paper over” the discrepancies with significant, retroactive adjustments in their authorization, which may violate Medicare regulations.³

SEIU Local 521 has repeatedly brought questions about the financial management of the Kern County Hospital Authority to the Board of Governors. To date, there have been no substantive responses to these questions. The union has decided to engage the services of Certified Forensic Accountant Scott McHone to assist in our efforts to understand KCHA’s financials.

On February 26, 2023, SEIU Local 521 provided the Board with a document request and preliminary questions that Dr. McHone prepared.⁴ The union offered to arrange a meeting between Dr. McHone and members of the Board so that we could discuss our concerns. Board member Stephen Pelz denied our request to meet. No other Board member responded.

¹ [KCHA employees email to the Board of Governors \(May 18, 2022\)](#)

² [Stephen Pelz response to KCHA employee email \(May 19, 2022\)](#)

³ 42 C.F.R § 1001.952(d)(1)(i)

⁴ [Riko Mendez attempt to contact KCHA \(February 26, 2023\); Document Request & Preliminary Questions - Prepared by Scott McHone](#)

KCHA and members of its Board of Governors have not shared the requested information. It is time for elected officials at the county and state levels to request this information on behalf of the taxpaying public.

Unauthorized payments made to Cantu Management Group

The Authority's audited financial statements ("AFS") disclose three related party organizations: Kern County and two unnamed related party organizations.⁵ On May 23, 2022, SEIU Local 521 submitted a California Public Records Act ("CPRA") request to the Authority for records supporting the related party disclosures; the Authority confirmed that the two related parties were Cantu Management Group and Meridian Healthcare Partners.⁶

Per Agreement 049-2019, Cantu Management Group's maximum payable was \$7,200,000 between September 1, 2019 to August 31, 2021.⁷ Invoices obtained by SEIU Local 521 via CPRA show that the firm's compensation exceeded its max payable by January 2021; however, then-CEO Russell Judd approved fifteen additional compensation payments worth \$3 million.⁸

Total Monthly Compensation				Cumulative Compensation			
	2019	2020	2021		2019	2020	2021
January		\$ 419,274	\$ 408,341	January		\$ 2,172,842	\$ 7,203,498
February		\$ 419,534	\$ 409,686	February		\$ 2,592,376	\$ 7,613,184
March		\$ 430,289	\$ 414,500	March		\$ 3,022,665	\$ 8,027,684
April		\$ 430,166	\$ 424,953	April		\$ 3,452,831	\$ 8,452,637
May		\$ 409,590	\$ 418,258	May		\$ 3,862,421	\$ 8,870,895
June		\$ 408,658	\$ 412,709	June		\$ 4,271,078	\$ 9,283,604
July		\$ 409,425	\$ 422,187	July		\$ 4,680,503	\$ 9,705,790
August		\$ 449,032	\$ 415,738	August		\$ 5,129,535	\$ 10,121,528
September	\$ 410,478	\$ 424,504		September	\$ 410,478	\$ 5,554,039	
October	\$ 419,554	\$ 410,922		October	\$ 830,032	\$ 5,964,961	
November	\$ 475,360	\$ 416,135		November	\$ 1,305,392	\$ 6,381,096	
December	\$ 448,177	\$ 414,061		December	\$ 1,753,568	\$ 6,795,158	

Image 1: The Total Monthly Compensation table (green) shows the aggregate value of both monthly "management fee" payments made to Cantu Management Group for that month. The Cumulative Compensation table (blue) shows the aggregate value of payments over the entire contract. For example, January 2020 reflects all payments made to Cantu Management Group from September 2019 through January 2020. Red shading indicates that the cumulative value of payments has exceeded the maximum payable of \$7.2 million.

KCHA did not explicitly confirm that all invoices were paid. However, as previously stated, KCHA represents that these payments were accounted for in KCHA's AFS related party disclosures, which state that the Authority "owed no amounts to the related party organizations for these services."⁹ In addition, CFO Andrew Cantu is the Authority's management representative for independent audits.¹⁰ SEIU Local 521 assumes that Cantu provided the auditor with accurate information regarding payments made to his company. Furthermore, as previously

⁵ [KCHA Audited Financial Statements FY 2016-17 to FY 2020-21](#) (see pg 94, 161, 221 & 278)

⁶ [SEIU May 23, 2022 CPRA Request re: Related Party Organizations & KCHA's Response](#)

⁷ [KCHA BoG Meeting: Proposed Agreement with Cantu Management Group, Inc \(August 21, 2019\)](#) (pg 32-67)

⁸ [Cantu Management Group Invoices: September 1, 2019 – August 31, 2021](#)

⁹ [KCHA Audited Financial Statements FY 2016-17 to FY 2020-21](#) (see pg 94, 161, 221 & 278)

¹⁰ [KCHA BoG Meeting: Proposed Engagement letter from Moss-Adams, LLP \(June 21, 2017\)](#) (pg 130-138); [KCHA BoG Meeting: Proposed retroactive Agreement with Moss-Adams, LLP \(October 17, 2018\)](#) (pg 21-30); [KCHA BoG Meeting: Proposed Engagement letter from Moss-Adams, LLP \(May 15, 2019\)](#) (pg 57-66); [KCHA BoG Meeting: Proposed Engagement letter from Moss-Adams, LLP \(June 17, 2020\)](#) (pg 71-79); [KCHA BoG Meeting: Proposed Engagement letter from Moss-Adams, LLP \(June 16, 2021\)](#) (pg 138-148)

stated, all invoices were approved by former CEO Russell Judd.¹¹ Given these facts, the union believes all invoices were processed and paid.

SEIU Local 521 contacted the Authority's legal counsel on July 10, 2022 to confirm that there was only one agreement between Cantu Management Group and the Authority.¹² Approximately five days later, the Authority posted its agenda for the July 2022 Board meeting, which included a request that the Board retroactively increase Cantu Management Group's maximum payable "by \$13,043,284, from \$7,200,000 to \$20,243,284, to cover the term, effective September 1, 2021," increasing the total compensation by more than 81% without any changes to the services rendered.¹³

Period Covered	Total Compensation	Per Day
9/1/19-8/31/21	\$ 7,200,000	\$ 9,863
9/1/21-8/31/23	\$ 13,043,284	\$ 17,892
Change (\$)	\$ 5,843,284	\$ 8,029

Image 2: The table shows the period, the total compensation allowed, and the average daily compensation paid for each period. Change (\$) represents the difference between the compensation allowed from September 1, 2019 to August 31, 2021 and the compensation allowed from September 1, 2021 to August 31, 2023.

Authority staff placed the requested amendment on Consent Agenda, meaning they recommended that the Board approve the request without discussion or deliberation.¹⁴ Written materials provided to the Board did not disclose that the hospital was notified of unauthorized payments made to Cantu Management Group.

On July 19, 2022, SEIU Local 521 submitted a public comment via email, notifying the Board of the unauthorized payments.¹⁵ The union asked whether the Board would investigate the efficacy of the Authority's internal control practices. In addition, we asked that the Board clarify whether it had established any limitations on the Authority's executive team's use of retroactive amendments.

The union's comment caused the amendment to Cantu Management Group's contract to be removed from Consent Agenda so that Authority staff could read the comment to the Board. Director Berjis directed the Authority's executive team to respond to the union's comment within ten days.¹⁶ The Board approved the amendment without further discussion.¹⁷

During the August 1, 2022 Special Meeting, the Authority's executive team requested additional time to respond to the union's comment due to the "amount of work relating to last minute negotiations and finalizing the MOU

¹¹ [Cantu Management Group Invoices: September 1, 2019 – August 31, 2021](#)

¹² [SEIU Email to KCHA Legal Counsel re: Cantu Management Group unauthorized payments](#)

¹³ [Proposed retroactive Amendment No. 1 to Agreement 049-2019 with Cantu Management Group, Inc. for the period September 1, 2019 through August 31, 2023, increasing the maximum payable by \\$13,043,284, from \\$7,200,000 to \\$20,243,284, to cover the term, effective September 1, 2021 \(July 20, 2022\)](#) (pg 229; 230-231)

¹⁴ [Proposed retroactive Amendment No. 1 to Agreement 049-2019 with Cantu Management Group, Inc. for the period September 1, 2019 through August 31, 2023, increasing the maximum payable by \\$13,043,284, from \\$7,200,000 to \\$20,243,284, to cover the term, effective September 1, 2021 \(July 20, 2022\)](#) (pg 4)

¹⁵ [SEIU Public Comment submitted via email \(July 19, 2022\)](#)

¹⁶ [KCHA BoG Meeting Minutes \(July 20, 2022\)](#) (pg 5)

¹⁷ [KCHA BoG Meeting Minutes \(July 20, 2022\)](#) (pg 5)

with SEIU Local 521[.]”¹⁸ The Board agreed to delay the Authority’s response until the August 2022 Board meeting.¹⁹

Cantu Management Group Timeline: July 2022 - August 2022						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
10 SEIU Local 521 notified KCHA legal counsel	11	12	13	14	15 KCHA posted July 2022 meeting agenda	16
17	18	19 SEIU Local 521 submitted public comment	20 KCHA July 2022 meeting	21	22	23
24	25	26	27	28	29	30 KCHA staff response due
31 KCHA Special Meeting, Delay requested & approved	1	2	3	4	5	6
7	8	9	10	11	12 KCHA posted August 2022 meeting agenda w/ response	13
14	15	16 SEIU Local 521 provided invoices to Board members	17 KCHA August 2022 Meeting, Thygerson response	18	19	20

Image 3: The timeline shows the events described on pages 2-3 for reference.

According to CEO Scott Thygerson’s response to SEIU Local 521, all payments made to Cantu Management Group were made “in accordance with the terms of payment for services rendered. On July 20, 2022, the Board approved a retroactive amendment to the Cantu agreement increasing the maximum payable of the

¹⁸ [KCHA BoG Meeting Minutes – Special Meeting \(August 1, 2022\)](#) (pg 2); [KCHA BoG Meeting: Re: Public Comment at Kern County Hospital Authority Board of Governors’ Meeting on July 20, 2022 \(August 17, 2022\)](#) (pg 23)

¹⁹ [KCHA BoG Meeting: Re: Public Comment at Kern County Hospital Authority Board of Governors’ Meeting on July 20, 2022 \(August 17, 2022\)](#) (pg 23-24; Attachments pg 25-34)

agreement” from \$7,200,000 to \$20,243,284 effective September 1, 2021.²⁰ SEIU Local 521 has made multiple inquiries to the Board for clarification, but the Board has not responded.²¹

Question #1: Given that the Cantu Management Group is responsible for developing internal controls and providing oversight for the Hospital’s finances, does the Board intend to investigate how the CFO failed to notice that his own company received \$3 million in authorized [sic] compensation from the Hospital Authority?

Response to Question #1: All payments made to Cantu Management were made in accordance with KCHA policy for approval of payments and in accordance with the terms of payment for services rendered. On July 20, 2022, the Board approved a retroactive amendment to the Cantu agreement increasing the maximum payable of the agreement for services rendered by Cantu Management.

Image 4: The screenshot is from CEO Scott Thygerson’s response to SEIU Local 521.

On August 16, 2022, SEIU Local 521 emailed Cantu Management Group’s invoices to the Board to ensure all Board members could review the evidence of our concerns, as well as to demonstrate a conflict of interest between Cantu and Thygerson. The conflict of interest arises from Cantu’s involvement in the modification of state financial disclosures to remove payment information to Thygerson’s employer, Meridian Healthcare Partners (described in more detail in the following section).²²

Despite our efforts, the Board approved Thygerson’s response via Consent Agenda without discussion or deliberation.²³

Thygerson could be interpreted in multiple ways. For example, Thygerson could be denying that Cantu Management Group received \$10.1 million for services provided from Sept 2019 to Aug 2021. If true, the Authority provided inaccurate information in response to SEIU Local 521’s CPRA request for records substantiating KCHA’s AFS related party disclosures.

Alternatively, Thygerson may have meant that the payments were made in accordance with the terms of service because the Board retroactively increased the firm’s maximum payable. If that was his intent, we find his response misleading. SEIU Local 521 asked if the Board intended to investigate how CFO Andrew Cantu failed to notice that his own company had received \$3 million more than the maximum payable for Agreement 049-2019.

As previously mentioned, the union confirmed there were no other contracts in effect to explain these payments on July 10, 2022, before the Authority’s executive requested that the Board retroactively increase Cantu Management Group’s maximum payable. In addition, SEIU Local 521 submitted our question on July 19, 2022, before the Board approved the retroactive agreement. Given these facts, SEIU Local 521 believes the impact of the retroactive agreement is irrelevant.

Furthermore, SEIU Local 521 is alarmed by the revelation that “[a]ll payments made to Cantu Management were made in accordance with KCHA policy for approval of payments[.]”²⁴ KCHA’s “Policy regarding acquisition of

²⁰ [KCHA BoG Meeting: Re: Public Comment at Kern County Hospital Authority Board of Governors’ Meeting on July 20, 2022 \(August 17, 2022\)](#) (pg 23-24; Attachments pg 25-34)

²¹ Most recent follow-up to the Board – [February 2023 Board meeting](#) (pg 431-435)

²² [SEIU Email to KCHA Board Members \(August 16, 2022\)](#)

²³ [KCHA Board meeting minutes, Agenda Item 7 \(August 17, 2022\)](#)

²⁴ [KCHA BoG Meeting: Re: Public Comment at Kern County Hospital Authority Board of Governors’ Meeting on July 20, 2022 \(August 17, 2022\)](#) (pg 23-24)

goods or services and the payment of invoices” was approved by two Cantu Management Group employees, CFO Andrew Cantu and Director of Finance John Mills.²⁵ According to the policy, any payment over \$250k requires approval from the Board of Governors, but there is no limit for the aggregate value of all payments.²⁶

KCHA’s CEO could approve unlimited invoices for \$249,999 without notifying the Board of Governors. For example, none of the payments made to Cantu Management Group exceeded \$250k, meaning that the firm could receive nearly \$3 million over seven months without triggering the need for Board approval. If CFO Andrew Cantu desired to receive compensation without Board approval, he could have intentionally ensured all payments were below \$250k.

In addition, invoices show that Cantu Management Group consistently received 40% more than the firm’s agreed-upon compensation.²⁷ Cantu and Judd had dozens of opportunities to share this information with the Board during their monthly budget variance reports, but they repeatedly failed to do so.²⁸

Finally, Judd retired from KCHA in December 2021; however, he is still President and owner of Meridian Healthcare Partners.²⁹ The union is concerned about Thygerson’s ability to investigate his boss’s conduct objectively.³⁰

Evidence of unauthorized payments to Meridian Healthcare Partners

On March 24, 2022, SEIU Local 521 submitted a CPRA request to the Authority for documents related to payments made to Meridian Healthcare Partners since FY 2017-18, including but not limited to all payments reported in KMC’s financial disclosures to the California Department of Health Care Access and Information (“HCAI”) (formerly known as OSHPD).³¹

The next day, the Authority’s legal department instructed Director of Finance John Mills to remove Meridian’s information from the hospital’s financial disclosures, which appears to violate 22 CCR § 97018.³²

Notably, SEIU Local 521 submitted the March 2022 CPRA request after the union noticed that KMC’s financial disclosures reported paying Meridian more than twice the maximum payable allowable under the firm’s Professional Service Agreements.³³ As of March 2023, KCHA has only produced records accounting for \$19.3 million – less than half of the \$39.9 million reported.³⁴

²⁵ [KCHA BoG Meeting: Re: Public Comment at Kern County Hospital Authority Board of Governors’ Meeting on July 20, 2022 \(August 17, 2022\)](#) (pg 25-27)

²⁶ [KCHA BoG Meeting: Re: Public Comment at Kern County Hospital Authority Board of Governors’ Meeting on July 20, 2022 \(August 17, 2022\)](#) (pg 25-27)

²⁷ [Cantu Management Group Invoices: September 1, 2019 – August 31, 2021](#)

²⁸ [KCHA Budget Variance Reports, September 1, 2019 to August 31, 2021](#)

²⁹ [KCHA BoG Meeting: Resolution Honoring and Commending Russell V. Judd, Chief Executive Officer Kern County Hospital Authority, Upon 30 Years of Dedicated Service \(November 17, 2021\)](#) (pg 7-8); [Meridian Healthcare Partners: About Us](#)

³⁰ [Meridian Healthcare Partners: About Us](#)

³¹ [SEIU March 24, 2022 CPRA & Letter of Determination](#)

³² [Director of Finance John Mills email to Toyon Associates](#); 22 CCR § 97018. Accounting and Reporting Manual for California Hospitals; Hospital Manual [Section 7020.15](#)

³³ [SEIU March 24, 2022 CPRA & Letter of Determination](#); [Meridian Healthcare Partners Professional Service Agreements \(December 3, 2013-October 5, 2022\)](#)

³⁴ [Meridian Invoices provided by KCHA to SEIU on May 2, 2022](#)

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
KMC Financial Disclosures	\$ 10,554,486	\$ 11,897,914	\$ 9,048,202	\$ 8,385,928
Meridian (3/22 CPRA)	\$ 4,268,148	\$ 4,845,350	\$ 5,124,418	\$ 5,082,381
<i>Difference</i>	\$ 6,286,338	\$ 7,052,564	\$ 3,923,785	\$ 3,303,547

Image 5: The table shows the difference in Meridian Healthcare Partners' compensation according to KMC's financial disclosures to HCAI and KCHA's response to SEIU Local 521's March 24, 2022 CPRA request.

According to emails obtained by SEIU Local 521 via CPRA, Director Mills contacted Laura Cherry from Toyon Associates to request the removal of Meridian's information after the Authority's legal department "called attention to the section of the annual [HCAI] report that asked 'is the facility operated by a management firm?'"³⁵ In other words, the Authority did not question the dollar amount calculated by Toyon Associates. Instead, the Authority contacted Toyon Associates with a legalistic justification for why Meridian's compensation shouldn't be reported.

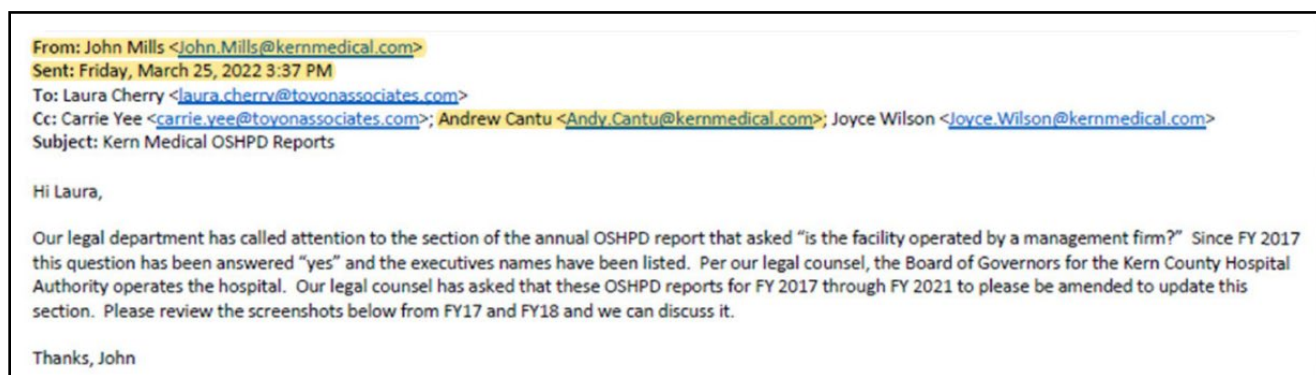


Image 6: The screenshot is from emails obtained via CPRA, which shows that Director of Finance John Mills emailed Toyon Associates to request a change to KMC's financial disclosures one day after receiving a CPRA request from SEIU Local 521. CFO Andrew Cantu was CC'd in the email, suggesting he was aware of the revision request.

Cherry attempted to ask some follow-up questions and requested that they wait to revise the disclosure until they could meet and discuss the revision. Director Mills declined because "to reiterate... the Board of Governors operates the hospital."³⁶ Significantly, Director Mills never denies that Meridian also operates the hospital.

It is technically accurate that the Board "operates" the hospital. However, Section 7020.15 of the California hospital manual requires that hospitals report information about their management company if the hospital and management company are not owned by the same parent company and **if the management company operates the hospital.**³⁷ Meridian satisfies this requirement because its Professional Service Agreement grants the firm "exclusive authority and responsibility... to supervise and manage the day-to-day operations of KMC[.]"³⁸

The Authority's argument creates a Catch-22. The Board is always technically responsible for the operation of the hospital.³⁹ A management company can't satisfy the requirement that it have a different parent company than a hospital and simultaneously be exclusively responsible for the operation of the hospital.

³⁵ [Director of Finance John Mills email to Toyon Associates](#)

³⁶ [Director of Finance John Mills email to Toyon Associates](#)

³⁷ 22 CCR § 97018. Accounting and Reporting Manual for California Hospitals; Hospital Manual [Section 7020.15](#)

³⁸ [KCHA BoG Meeting Agenda: Proposed retroactive Agreement with Meridian Healthcare Partners, Inc. \(February 20, 2019\)](#)

³⁹ 22 CA ADC § 70701

On April 7, 2022, Director Mills asked Cherry whether she had finished revising the disclosures because the Authority's "legal team and administrators are meeting with union leaders tomorrow."⁴⁰ Meridian's information was eventually removed on or around April 8, 2022.

On May 2, 2022, KCHA produced documents showing Meridian had received \$19.3 million, less than half of the \$39.9 million initially reported to HCAI.⁴¹ SEIU Local 521 has contacted the Authority's legal counsel regarding the remaining \$20 million on multiple occasions, including on August 10, 2022 and September 1, 2022.⁴²

SEIU Local 521 submitted information about the HCAI revisions to the Board of Governors during the August 2022 meeting.⁴³ The Board directed KCHA staff to respond but did not set a timeline.⁴⁴ At the September 2022 meeting, SEIU Local 521 followed up with the Board for more information about when they expected KCHA staff to respond to our questions, but the Board ignored the question.⁴⁵

On September 17, 2022, KCHA counsel Marek Pienkos claimed that "[a]t least some of the discrepancies [SEIU Local 521] may have identified may be based on the different accounting methods KCHA and Toyon used in reporting the amounts" and that "KCHA does not have an obligation to provide a tutorial to SEIU on the accounting methodology that was used to report the amounts for the Hospital Disclosure Reports."⁴⁶

There is only one "well accepted and widely used" accounting method for completing HCAI disclosures. California requires that all hospitals use the accrual method in their disclosure reports "to provide the necessary completeness, accuracy, and meaningfulness in accounting data."⁴⁷ This means that California requires hospitals to disclose the cost of services based on when the expenses are recorded, regardless of whether or not the hospital has paid for those services yet. If KMC's HCAI disclosures were completed in compliance with California's hospital manual, we could assume that Meridian Healthcare Partners' annual compensation was a reflection of the cost of services the company provided to KMC in that fiscal year.

Additionally, SEIU Local 521 has confirmed with a forensic accountant that it is unusual to have large differences in amounts reported for compensation-based agreements due to the use of different accounting methods.

For example, if KMC's disclosures were completed using the cash method of accounting (i.e., the cost of services based on when the expenses were paid, not recorded), we would expect to see the company's compensation exceed the firm's maximum payable in some years, and be lower than the firm's maximum payable in other years.

⁴⁰ [Director of Finance John Mills email to Toyon Associates](#)

⁴¹ [Meridian Invoices provided by KCHA to SEIU on May 2, 2022](#)

⁴² [Follow up to March 24, 2022 CPRA \(August 10, 2022\)](#); [Follow up to March 24, 2022 CPRA \(September 2, 2022\)](#); [Follow up to March 24, 2022 CPRA \(September 11, 2022\)](#)

⁴³ [SEIU Local 521 August 2022 public comment](#)

⁴⁴ [KCHA BoG Meeting Minutes \(August 17, 2022\)](#) (pg 1)

⁴⁵ [Recording of KCHA Board of Governors meeting \(September 21, 2022\)](#)

⁴⁶ [SEIU August 19, 2022 CPRA request re: previously undisclosed payments to Meridian & CMG](#) (pgs 8-11); [Email from KCHA attorney Marek Pienkos - RE: Follow up to March 24, 2022 CPRA request \(September 17, 2022\)](#)

⁴⁷ 22 CCR § 97018. Accounting and Reporting Manual for California Hospitals; [Accounting and Reporting Manual for California Hospitals: Accounting Principles and Concepts](#)

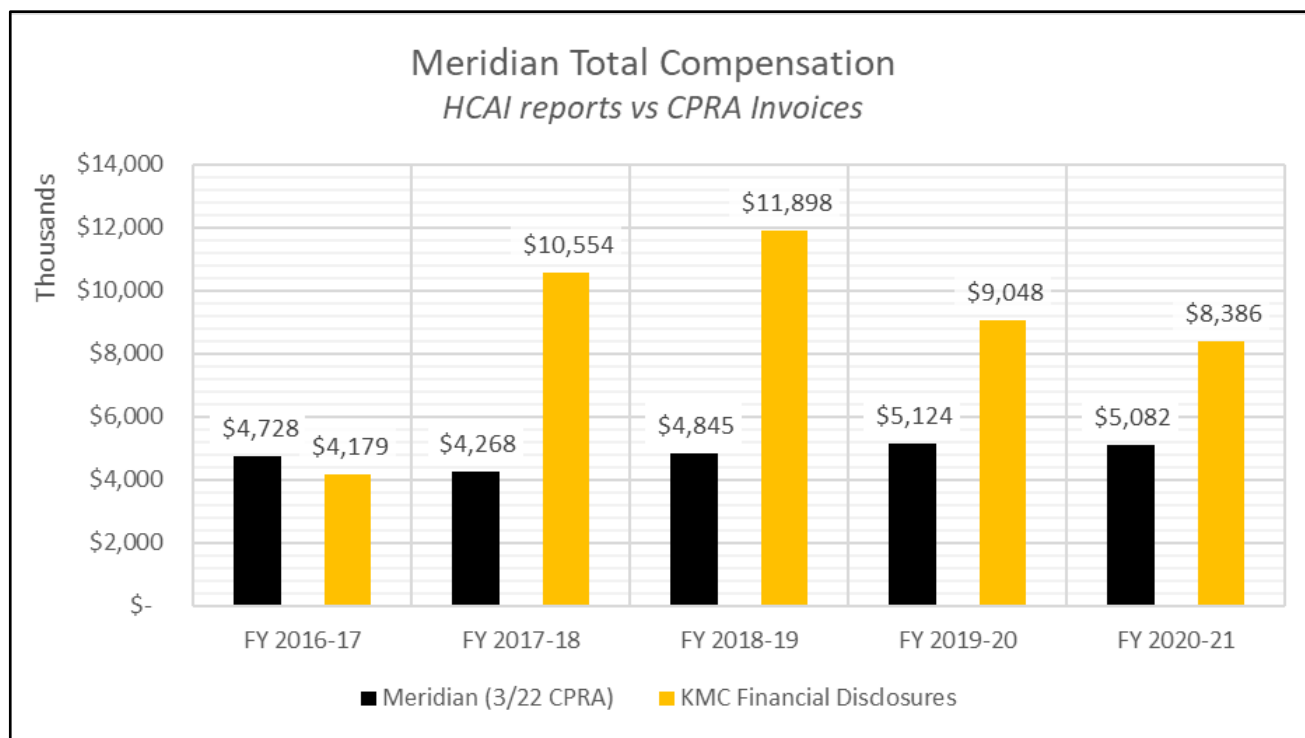


Image 7: The chart compares Meridian Healthcare Partners' annual compensation as initially reported in KMC's financial disclosures to HCAI and the amount reported by KCHA in response to SEIU Local 521's March 24, 2022 CPRA request.

As KCHA counsel Pienkos noted in his email, KMC's HCAI disclosures were completed by Toyon Associates.⁴⁸ If the Board was interested in investigating the cause of this discrepancy, they could invite Toyon Associates to attend a Board meeting to explain how the total value of Meridian Healthcare Partners' compensation was calculated.

Conclusion

SEIU Local 521 believes this evidence suggests the following:

- **Failure to disclose:** Cantu Management Group and Meridian Healthcare Partners received more than \$23 million in unauthorized compensation.
- **Failure to correct:** SEIU Local 521 provided evidence of these payments to KCHA's management team and the Board of Governors. However, neither management nor the Board took steps to ensure that Cantu Management Group and Meridian Healthcare Partners' compensation was properly documented.
- **Attempt to conceal:** After SEIU Local 521 attempted to discuss our concerns with KCHA, management took steps to cover up unauthorized compensation. Evidence of management's conduct was brought to the Board, but Board members have refused to engage with SEIU Local 521 about our concerns.

⁴⁸ [Email from KCHA attorney Marek Pienkos - RE: Follop to March 24, 2022 CPRA request \(September 17, 2022\)](#)

From: [Sydnee Galusha](#)
To: [Public Comment](#)
Subject: Public Comment
Date: Wednesday, May 17, 2023 9:53:47 AM
Attachments: [Nursing Presentation Response.pdf](#)

CAUTION: This message originated from outside the Kern Medical email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

See the attached public comment about the Nurse Recruitment Presentation

March Patient to Nurse Ratio by Hour

Time of Day

	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	0000	0100	0200	0300	0400	0500	0600
1-Mar	2.15	2.31	2.24	2.65	2.61	2.83	3.06	2.89	2.83	2.72	3.17	3.22	3.00	3.40	3.82	3.88	4.33	4.53	4.71	4.29	3.86	3.36	3.21	3.14
2-Mar	3.50	3.50	2.88	2.94	2.68	2.84	2.80	2.75	2.90	3.30	3.05	3.10	3.05	3.00	3.47	3.06	3.27	3.53	3.47	3.40	3.07	2.73	2.47	2.07
3-Mar	2.33	2.17	2.00	2.19	2.18	2.41	2.50	2.39	2.11	2.39	2.44	2.61	2.56	3.00	3.79	4.14	4.46	4.77	4.25	3.33	2.50	2.92	2.75	1.92
4-Mar	1.85	1.85	1.69	2.06	2.24	2.35	2.39	2.56	2.72	2.72	2.78	2.78	3.06	3.24	3.93	3.43	3.29	3.14	3.46	2.85	2.69	2.54	2.54	2.46
5-Mar	2.25	2.58	2.33	2.07	2.00	2.00	1.72	1.67	1.44	1.56	1.67	2.00	1.84	1.89	2.29	2.29	2.73	2.93	2.79	2.69	2.69	2.23	1.92	2.15
6-Mar	2.25	2.50	2.67	3.17	2.59	2.41	2.67	2.94	2.84	2.89	2.74	2.68	2.45	2.55	2.95	2.89	2.82	2.82	2.39	2.33	2.27	2.36	2.14	2.00
7-Mar	2.42																		2.67	2.67	2.88	2.44	2.44	2.00
8-Mar	2.82																		3.33	3.73	3.20	2.87	2.60	2.47
9-Mar	2.42																		2.07	1.93	1.69	1.69	1.54	1.62
10-Mar	1.62																		2.31	2.13	2.20	2.00	2.07	2.27
11-Mar	2.07																		2.85	3.31	2.85	2.85	2.54	2.23
12-Mar	2.23																		2.57	3.29	3.36	2.93	2.86	2.57
13-Mar	2.77																		2.21	4.36	3.62	3.38	3.08	2.69
14-Mar	2.64																		2.63	2.38	2.60	2.40	2.13	1.87
15-Mar	1.85																		2.71	2.29	2.08	1.69	1.92	1.77
16-Mar	1.57																		2.88	2.29	2.25	2.00	1.88	2.00
17-Mar	2.38																		2.43	3.29	3.43	3.29	2.21	2.00
18-Mar	3.27																		2.08	1.85	1.62	1.38	1.38	1.38
19-Mar	1.33																		2.23	2.23	1.77	1.62	1.31	1.38
20-Mar	1.46																		2.93	2.71	2.46	2.38	2.23	2.08
21-Mar	1.53																		2.87	2.80	2.64	2.43	2.21	2.07
22-Mar	2.00																		2.54	3.54	3.46	2.69	2.38	2.23
23-Mar	1.85																		2.87	2.07	2.21	1.79	1.50	1.57
24-Mar	1.46	1.54	1.50	1.63	2.06	2.33	2.60	2.60	2.75	2.75	2.75	2.80	3.05	3.05	2.89	2.83	2.67	2.67	2.63	2.63	2.60	2.42	2.17	1.92
25-Mar	1.83	1.92	1.71	1.86	2.00	2.06	2.18	2.12	2.47	2.65	2.82	2.82	3.19	2.50	2.87	3.13	2.77	2.46	2.75	2.33	2.82	2.82	2.91	2.73
26-Mar	2.29	2.29	1.94	1.75	1.78	2.06	2.16	2.16	2.58	2.47	2.53	2.74	2.35	2.60	2.89	2.78	2.88	2.94	3.07	2.73	2.80	2.80	3.00	2.73
27-Mar	4.30	4.60	3.29	3.64	3.38	3.69	3.29	3.12	3.11	3.06	2.83	2.39	2.25	2.40	2.82	3.00	3.80	3.20	2.57	2.00	1.92	1.92	1.54	1.46
28-Mar	1.31	1.46	1.35	1.47	1.68	2.35	2.28	2.11	2.21	2.21	2.05	2.26	2.50	2.60	2.94	2.71	3.27	3.07	2.86	2.29	1.85	1.46	1.38	1.46
29-Mar	1.31	1.08	0.88	1.29	1.67	2.22	2.32	2.53	2.56	2.39	2.94	3.06	2.80	2.95	3.11	3.17	2.88	2.53	2.75	2.31	2.27	1.93	1.93	1.93
30-Mar	1.79	1.71	1.63	2.06	2.53	2.59	2.56	2.28	2.67	2.50	2.78	2.89	3.12	3.24	3.19	2.69	2.53	2.20	2.00	1.86	1.86	1.64	1.43	1.14
31-Mar	1.70	2.20	1.63	2.00	2.44	2.69	2.41	2.94	3.18	3.29	3.29	3.65	2.95	2.95	3.87	3.73	3.80	3.73	3.21	2.86	2.85	2.54	2.31	2.08

This is not meaningful data. California's mandated nursing-to-patient ratios vary by care unit.

- 1-to-1 in operating rooms and trauma patients in the ER
- 1-to-2 in intensive care, labor and delivery, ICU patients in the ER, and neonatal care
- 1-to-3 in step down
- 1-to-4 in emergency rooms, postpartum/antepartum and telemetry units
- 1-to-5 in medical-surgical units
- 1-to-6 in postpartum (women only) and psych units.

The Administration arbitrarily set the midpoint of its data at 1-to-4. Here is the same data at 1-to-2 and 1-to-3.

- **1-to-1** in operating rooms and trauma patients in the ER
- **1-to-2** in intensive care, labor and delivery, ICU patients in the ER, and neonatal care
- **1-to-3** in step down
- **1-to-4** in emergency rooms, postpartum/antepartum and telemetry units
- **1-to-5** in medical-surgical units
- **1-to-6** in postpartum (women only) and psych units.

Midpoint 1-to-4

	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	0000	0100	0200	0300	0400	0500	0600
1 Mar	2.15	2.21	2.24	2.65	2.61	2.83	3.06	2.80	2.83	2.72	3.17	3.22	3.00	3.40	3.82	3.88	4.33	4.53	4.75	4.29	3.86	3.36	3.21	3.34
2 Mar	3.50	3.50	2.88	2.84	2.68	2.84	2.80	2.75	2.80	3.20	3.05	3.10	3.05	3.00	3.47	3.06	3.27	3.53	3.47	3.40	3.07	2.73	2.67	2.57
3 Mar	3.33	3.17	3.30	3.18	3.18	3.41	3.50	3.30	3.11	3.39	3.44	3.41	3.51	3.00	3.79	4.34	4.66	4.77	4.75	3.31	3.50	3.83	3.75	3.50
4 Mar	1.85	1.85	1.88	2.04	2.24	2.25	2.38	2.50	2.32	2.72	2.78	3.06	3.24	3.80	3.83	3.43	3.29	3.14	3.46	2.85	2.69	2.54	2.54	2.46
5 Mar	2.75	2.58	2.33	2.07	2.00	2.00	1.72	1.67	1.66	1.56	1.67	1.65	1.64	1.80	1.80	2.24	2.29	2.73	2.83	2.79	2.68	2.23	1.82	2.15
6 Mar	2.25	2.50	2.67	3.17	3.33	2.59	2.41	2.67	2.94	2.84	2.89	2.74	2.68	2.45	2.35	2.95	2.89	2.82	2.82	2.39	2.33	2.27	2.26	2.14
7 Mar	2.42	2.42	2.20	2.20	2.07	2.53	2.56	3.00	3.88	3.00	3.56	3.81	3.30	3.02	3.67	3.56	3.00	3.00	2.67	2.57	2.88	2.64	2.64	2.30
8 Mar	2.82	3.00	2.40	2.57	2.13	2.13	2.18	2.24	2.35	2.33	2.94	3.29	3.05	3.24	3.83	3.28	3.44	3.38	3.33	3.13	2.70	2.87	2.60	2.47
9 Mar	2.42	2.23	1.80	1.73	1.83	1.89	1.78	2.00	1.79	1.68	1.88	2.05	2.00	1.75	1.53	2.18	2.30	2.07	2.07	1.43	1.68	1.68	1.54	1.52
10 Mar	1.62	1.68	1.93	2.47	2.75	3.06	3.41	3.58	3.06	2.82	2.54	2.88	2.89	2.79	3.06	3.66	3.59	3.35	2.71	2.13	2.30	2.00	2.07	2.27
11 Mar	2.07	2.00	1.88	1.88	1.79	2.00	2.10	2.15	2.15	2.00	2.05	2.15	2.12	2.31	3.50	3.58	3.43	3.64	3.85	3.31	2.85	2.85	2.54	2.35
12 Mar	2.73	2.78	3.76	3.53	3.47	1.84	1.90	1.75	2.05	2.24	2.19	2.12	2.73	2.68	3.50	3.69	4.00	3.94	3.57	3.29	3.36	2.93	2.86	2.57
13 Mar	2.77	2.85	2.31	2.75	2.88	3.29	2.78	3.17	3.11	3.13	3.33	3.33	3.68	4.42	4.57	5.25	5.13	5.00	5.21	4.36	3.62	3.28	3.08	2.40
14 Mar	2.64	2.64	3.17	3.28	3.30	3.37	3.30	1.95	3.00	1.95	3.14	3.24	3.80	3.95	3.24	3.71	3.76	3.82	3.63	3.38	2.60	2.60	2.63	2.13
15 Mar	1.85	1.85	1.84	1.82	2.05	2.05	2.25	2.30	2.30	2.45	2.40	2.20	2.25	2.35	3.11	3.05	3.50	3.00	2.87	2.80	2.64	2.43	2.31	2.57
16 Mar	1.57	1.56	1.57	1.58	1.84	1.74	1.75	1.90	3.25	3.35	3.60	3.40	3.00	3.39	3.71	3.55	3.44	3.28	3.88	3.38	3.35	3.00	1.88	2.30
17 Mar	2.38	2.38	2.33	2.70	3.07	3.07	3.00	2.94	2.88	2.88	3.21	3.25	3.40	3.40	3.67	4.07	3.60	3.47	3.43	3.29	3.43	3.29	3.21	2.35
18 Mar	3.37	3.41	3.46	3.38	3.50	3.43	3.13	3.13	3.55	1.87	3.30	3.30	3.88	3.13	3.30	3.67	3.50	3.79	3.68	3.85	3.62	3.58	3.58	3.38
19 Mar	3.33	3.37	3.50	3.57	3.81	2.04	1.88	1.76	2.00	1.88	3.59	3.47	3.53	3.30	2.19	2.19	2.57	2.50	2.23	2.23	3.77	3.62	3.51	3.38
20 Mar	1.46	1.46	1.47	1.87	1.84	2.06	2.28	2.38	2.47	2.79	3.05	3.11	3.26	3.11	3.12	3.84	3.13	3.07	2.80	2.75	2.46	2.28	2.23	2.18
21 Mar	1.53	1.87	1.72	1.94	1.95	3.38	3.36	3.40	3.12	3.18	3.50	3.35	3.43	3.35	3.11	3.05	3.50	3.00	2.87	2.80	2.64	2.43	2.31	2.57
22 Mar	2.00	2.25	2.04	2.24	2.16	2.24	2.42	2.40	2.79	3.00	2.79	2.84	3.28	2.94	3.13	3.27	3.77	3.38	3.54	3.54	3.68	2.69	2.28	2.35
23 Mar	1.85	1.85	1.75	2.13	2.22	2.27	2.05	2.30	3.15	2.30	3.35	3.95	3.95	3.19	3.22	3.17	3.84	3.88	3.87	3.57	3.51	3.78	3.50	3.57
24 Mar	3.46	3.54	3.50	3.63	2.06	2.23	2.80	2.80	2.75	2.75	2.80	3.05	3.05	3.05	2.80	2.83	2.67	2.67	2.63	2.63	2.60	2.42	2.17	2.30
25 Mar	1.83	1.82	1.75	1.86	2.00	2.04	2.18	2.12	2.47	2.65	2.82	2.82	3.18	3.30	3.87	3.13	3.77	2.46	2.75	3.31	2.82	2.82	2.81	2.71
26 Mar	2.29	2.29	2.34	2.75	2.78	2.04	2.16	2.16	2.58	2.67	2.53	2.74	2.35	2.40	2.80	2.78	2.88	2.94	3.07	2.73	2.80	2.80	2.60	2.73
27 Mar	4.30	4.60	3.29	3.54	3.58	3.68	3.39	3.13	3.11	3.06	3.81	3.38	3.35	3.40	3.82	3.60	3.80	3.50	3.57	3.50	3.43	3.43	3.43	3.43
28 Mar	3.31	3.45	3.35	3.47	3.68	3.35	3.28	3.13	3.21	3.21	3.05	2.25	2.50	2.50	2.84	3.71	3.27	3.07	2.86	2.79	2.85	3.60	3.60	3.46
29 Mar	3.31	3.68	3.68	3.78	3.87	3.23	3.10	3.10	3.55	3.34	3.44	3.65	3.4	3.45	3.11	3.17	3.48	3.50	3.75	3.31	3.37	3.43	3.43	3.43
30 Mar	1.79	1.75	1.63	2.06	2.53	2.59	2.56	2.38	2.67	2.5	2.78	2.89	3.57	3.24	3.19	2.69	2.53	2.7	2	1.86	1.86	1.64	1.64	1.58
31 Mar	3.7	2.2	3.62	2	2.44	2.69	2.45	2.96	3.28	3.29	3.29	3.65	2.85	2.85	2.85	2.87	3.73	3.8	3.75	3.21	2.84	2.85	2.54	2.31

Midpoint 1-to-2

	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	0000	0100	0200	0300	0400	0500	0600
1 Mar	2.15	2.21	2.24	2.65	2.61	2.83	3.06	2.80	2.83	2.72	3.17	3.22	3.00	3.40	3.82	3.88	4.33	4.53	4.75	4.29	3.86	3.36	3.21	3.34
2 Mar	3.50	3.50	2.88	2.84	2.68	2.84	2.80	2.75	2.80	3.20	3.05	3.10	3.05	3.00	3.47	3.06	3.27	3.53	3.47	3.40	3.07	2.73	2.67	2.57
3 Mar	3.33	3.17	3.30	3.18	3.18	3.41	3.50	3.30	3.11	3.39	3.44	3.41	3.51	3.00	3.79	4.34	4.66	4.77	4.75	3.31	3.50	3.83	3.75	3.50
4 Mar	1.85	1.85	1.88	2.04	2.24	2.25	2.38	2.50	2.32	2.72	2.78	3.06	3.24	3.80	3.83	3.43	3.29	3.14	3.46	2.85	2.69	2.54	2.54	2.46
5 Mar	2.75	2.58	2.33	2.07	2.00	2.00	1.72	1.67	1.66	1.56	1.67	1.65	1.64	1.80	1.80	2.24	2.29	2.73	2.83	2.79	2.68	2.23	1.82	2.15
6 Mar	2.25	2.50	2.67	3.17	3.33	2.59	2.41	2.67	2.94	2.84	2.89	2.74	2.68	2.45	2.35	2.95	2.89	2.82	2.82	2.39	2.33	2.27	2.26	2.14
7 Mar	2.42	2.42	2.20	2.20	2.07	2.53	2.56	3.00	3.88	3.00	3.56	3.81	3.30	3.02	3.67	3.56	3.00	3.00	2.67	2.57	2.88	2.64	2.64	2.30
8 Mar	2.82	3.00	2.40	2.57	2.13	2.13	2.18	2.24	2.35	2.33	2.94	3.29	3.05	3.24	3.83	3.28	3.44	3.38	3.33	3.13	2.70	2.87	2.60	2.47
9 Mar	2.42	2.23	1.80	1.73	1.83	1.89	1.78	2.00	1.79	1.68	1.88	2.05	2.00	1.75	1.53	2.18	2.30	2.07	2.07	1.43	1.68	1.68	1.54	1.52
10 Mar	1.62	1.68	1.93	2.47	2.75	3.06	3.41	3.58	3.06	2.82	2.54	2.88	2.89	2.79	3.06	3.66	3.59	3.35	2.71	2.13	2.30	2.00	2.07	2.27
11 Mar	2.07	2.00	1.88	1.88	1.79	2.00	2.10	2.15	2.15	2.00	2.05	2.15	2.12	2.31	3.50	3.58	3.43	3.64	3.85	3.31	2.85	2.85	2.54	2.35
12 Mar	2.73	2.78	3.76	3.53	3.47	1.84	1.90	1.75	2.05	2.24	2.19	2.12	2.73	2.68	3.50	3.69	4.00	3.94	3.57	3.29	3.36	2.93	2.86	2.57
13 Mar	2.77	2.85	2.31	2.75	2.88	3.29	2.78	3.17	3.11	3.13	3.33	3.33	3.68	4.42	4.57	5.25	5.13	5.00	5.21	4.36	3.62	3.28	3.08	2.40
14 Mar	2.64	2.64	3.17	3.28	3.30	3.37	3.30	1.95	3.00	1.95	3.14	3.24	3.80	3.95	3.24	3.71	3.76	3.82	3.63	3.38	2.60	2.60	2.63	2.13
15 Mar	1.85	1.85	1.84	1.82	2.05	2.05	2.25	2.30	2.30	2.45	2.40	2.20	2.25	2.35	3.11	3.05	3.50	3.00	2.87	2.80	2.64	2.43	2.31	2.57
16 Mar	1.57	1.56	1.57	1.58	1.84	1.74	1.75	1.90	3.25	3.35	3.60	3.40	3.00	3.39	3.71	3.55	3.44	3.28	3.88	3.38	3.35	3.00	1.88	2.30
17 Mar	2.38	2.38	2.33	2.70	3.07	3.07	3.00	2.94	2.88	2.88	3.21	3.25	3.40	3.40	3.67	4.07	3.60	3.47	3.43	3.29	3.43	3.29	3.21	2.35
18 Mar	3.37	3.41	3.46	3.38	3.50	3.43	3.13	3.13	3.55	1.87	3.30	3.30	3.88	3.13	3.30	3.67	3.50	3.79	3.68	3.85	3.62	3.58	3.58	3.38
19 Mar	3.33	3.37	3.50	3.57	3.81	2.04	1.88	1.76	2.00	1.88	3.59	3.47	3.53	3.30	2.19	2.19	2.57	2.50	2.23	2.23	3.77	3.62	3.51	3.38
20 Mar	1.46	1.46	1.47	1.87	1.84	2.06	2.28	2.38	2.47	2.29	3.05	3.11	3.26	3.11	3.12	3.44	3.13	3.07	3.00	2.71	2.44	2.38	2.23	2.08
21 Mar	3.53	3.87	3.52	3.44	3.45	3.58	3.36	3.40	3.52	3.18	3.50	3.36	3.43	3.36	3.11	3.60	3.50	3.60	3.87	3.80	3.64	3.43	3.31	3.25
22 Mar	2.00	2.25	2.06	2.24	2.16	2.26	2.42	2.40	2.50	3.00	2.79	2.84	3.29	3.94	3.13	3.27	3.37	3.38	3.54	3.54	3.46	3.49	3.28	2.23
23 Mar	1.85	1.85	1.95	2.13	2.22	2.23	2.61	3.20	3.15	2.90	3.55	3.95	3.95	3.19	3.22	3.17	3.84	3.88	3.87	3.77	3.71	3.59	3.50	3.52
24 Mar	1.46	1.48	1.50	1.82	2.06	2.23	2.60	2.60	2.75	2.75	2.70	3.05	3.05	3.00	2.83	2.67	2.63	2.63	2.60	2.62	2.47	2.17	2.10	2.05
25 Mar	1.83	1.87	1.75	1.86	2.00	2.06	2.18	2.13	2.47	2.65	2.82	2.82	3.19	3.50	3.87	3.13	3.77	3.46	3.35	3.31	3.82	3.83	3.81	3.73
26 Mar	2.29	2.29	3.94	3.75	3.79	2.04	2.16	2.16	2.38	2.67	3.33	3.34	2.26	2.60	2.80	2.79	2.88	2.94	3.07	2.73	2.80	2.80	2.80	2.73
27 Mar	4.30	4.40	3.39	3.44	3.38	3.68	3.39	3.13	3.11	3.82	2.83	3.18	3.25	3.40	3.82	3.60	3.80	3.30	3.57	3.30	3.43	3.43	3.54	3.46
28 Mar	3.31	3.41	3.35	3.47	3.68	3.35	2.38	2.11	2.21	2.25	3.05	2.95	2.26	2.50	2.94	3.71	3.27	3.07	2.86	2.29	1.85	1.65	1.58	1.46
29 Mar	3.31	3.36	3.36	3.38	3.47	3.33	3.30	3.10	3.16	3.36	3.64	3.66	3.8	3.85	3.11	3.17	3.38	3.30	3.33	3.33	3.37	3.43	3.43	3.43
30 Mar	1.79	1.73	1.83	2.06	2.25	2.58	2.56	2.80	2.67	2.5	2.79	2.89	3.32	3.34	3.18	2.69	2.53	2.2	2	1.86	1.86	1.64	1.64	1.54
31 Mar	2.2	2.2	1.63	2	2.44	2.69	2.4	2.96	3.18	3.29	3.29	3.65	3.95	2.87	2.73	2.8	2.79	3.21	2.88	2.85	2.84	2.84	2.84	2.84

March

Patient to Nurse Ratio by Hour

Time of Day

	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	0000	0100	0200	0300	0400	0500	0600
1-Mar	2.15	2.31	2.24	2.65	2.61	2.83	3.06	2.89	2.83	2.72	3.17	3.22	3.00	3.40	3.82	3.88	4.33	4.53	4.71	4.29	3.86	3.36	3.21	3.14
2-Mar	3.50																			3.40	3.07	2.73	2.47	2.07
3-Mar	2.33																			3.33	2.50	2.92	2.75	1.92
4-Mar	1.85																			2.85	2.69	2.54	2.54	2.46
5-Mar	2.25	2.58	2.33	2.07	2.00	2.00	1.72	1.67	1.44	1.56	1.67	2.00	1.84	1.89	2.29	2.29	2.73	2.93	2.79	2.69	2.69	2.23	1.92	2.15
6-Mar	2.25																				2.27	2.36	2.14	2.00
7-Mar	2.42																				2.88	2.44	2.44	2.00
8-Mar	2.82																				3.20	2.87	2.60	2.47
9-Mar	2.42																				1.69	1.69	1.54	1.62
10-Mar	1.62																				2.20	2.00	2.07	2.27
11-Mar	2.07																				2.85	2.85	2.54	2.23
12-Mar	2.23																				3.36	2.93	2.86	2.57
13-Mar	2.77																				3.62	3.38	3.08	2.69
14-Mar	2.64	2.64	2.17	2.26	2.26	2.57	2.20	1.95	2.00	1.95	2.14	2.29	2.80	2.95	3.29	2.71	2.70	2.82	2.65	2.58	2.60	2.40	2.13	1.87
15-Mar	1.85	1.54	1.44	1.83	2.05	2.05	2.25	2.50	2.10	2.45	2.40	2.20	2.35	2.35	3.13	2.94	3.00	3.14	2.71	2.29	2.08	1.69	1.92	1.77
16-Mar	1.57	1.36	1.17	1.39	1.84	1.74	1.75	1.90	2.25	2.35	2.60	2.90	3.00	3.29	3.71	3.56	3.44	3.28	2.88	2.29	2.25	2.00	1.88	2.00
17-Mar	2.38	2.3																		3.29	3.43	3.29	2.21	2.00
18-Mar	3.27	2.9																		1.85	1.62	1.38	1.38	1.38
19-Mar	1.33	1.1																		2.23	1.77	1.62	1.31	1.38
20-Mar	1.46	1.4																		2.71	2.46	2.38	2.23	2.08
21-Mar	1.53	1.8																		2.80	2.64	2.43	2.21	2.07
22-Mar	2.00	2.15	2.00	2.24	2.10	2.20	2.42	2.05	2.15	2.00	2.15	2.84	3.25	2.94	3.15	3.27	3.77	3.58	3.54	3.54	3.46	2.69	2.38	2.23
23-Mar	1.85	1.85	1.75	2.13	2.22	2.22	2.05	2.32	2.15	2.20	2.55	2.95	2.95	3.19	3.22	3.17	2.94	2.88	2.87	2.07	2.21	1.79	1.50	1.57
24-Mar	1.46																				2.60	2.42	2.17	1.92
25-Mar	1.83																				2.82	2.82	2.91	2.73
26-Mar	2.29																				2.80	2.80	3.00	2.73
27-Mar	4.30																				1.92	1.92	1.54	1.46
28-Mar	1.31																				1.85	1.46	1.38	1.46
29-Mar	1.31																				2.27	1.93	1.93	1.93
30-Mar	1.79																				1.86	1.64	1.43	1.14
31-Mar	1.70																				2.85	2.54	2.31	2.08

Many of the complaints are from the ER and acute care.

Administration cares more about the profit that is associated with the flow of patients from the ER to acute care areas rather than the actual patient outcome. There are days when patients are inappropriately brought up to the floor or inappropriately discharged. This fast tracked flow of patients coupled with the immense staffing shortages resonating from the ER to acute care areas calls for inadequate patient outcomes. We want safe discharges and patients that are appropriate.

The mandate goes beyond nurse-to-patient ratios – Hospitals are also required to monitor staff-to-traveler ratios.

directors to help? it's unacceptable now she treats her staff, registration staff, radiology staff and any other departments that come into the ER. We have more traveling/per diem staff than full time staff usually on any given shift, it's so hard to run a trauma ER without full time skilled staff. Evaluate the ER today, there are only 4 full time staff working. 4!!! That is illegal in California, no more than 49% of your staff working can be traveler/registry/LVN's and need the proper skill mix. The charge nurse today is a per diem nurse who barely works in the ER once a month if that. We have not been able to use both trauma rooms consistently because we have no staff

ED Operational Opportunities for Improvement

- Take nurse complaints seriously.
- Investigate credible evidence of overpayments, as required by federal regulation 42 CFR § 401.305.
- Require that contracts with Meridian, Cantu, and other related parties satisfy a safe harbor to protect KMC from unnecessary liability under Anti-kickback Statute and the False Claims Act.

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

(Government Code Section 54957.7)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on June 21, 2023, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on June 21, 2023, 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**

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on June 21, 2023, 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: Brian Snellgrove and Jennifer Snellgrove v. Kern Medical Center; Kern County Hospital Authority Board of Governors and DOES 1 through 100, Inclusive, Kern County Superior Court Case No. BCV-20-102881-TSC –

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

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

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on June 21, 2023, the premature disclosure of which would create a substantial probability of depriving the authority of a substantial economic benefit or opportunity. The closed session involves:

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

**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 June 21, 2023, 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 - ANTICIPATED LITIGATION
(Government Code Section 54956.9(e)(3)) Number of cases: Three (3) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: The receipt of a claim pursuant to the Government Claims Act or some other written communication from a potential plaintiff threatening litigation, which non-exempt claim or communication is available for public inspection –

**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 June 21, 2023, 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 - ANTICIPATED LITIGATION
(Government Code Section 54956.9(d)(2) & (e)(2)) 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, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the Authority and that are known to a potential plaintiff or plaintiffs. Facts and circumstances are as follows: Meridian Healthcare Partners, Inc. –

**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 June 21, 2023, 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, Charging Party, v. Kern County Hospital Authority,
Respondent, Public Employment Relations Board Case No. LA-CE-1580-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 June 21, 2023, 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 Plaintiff/Petitioner, v. Kern County Hospital
Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/
Respondents, Kern County Superior Court Case No. BCV-22-101782 JEB –