



## **AGENDA**

### **KERN COUNTY HOSPITAL AUTHORITY COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

**Community Health Center  
Administrative Office  
900 Truxtun Avenue, Suite 250  
Bakersfield, California 93301**

Regular Meeting  
Wednesday, February 25, 2026

11:30 A.M.

#### BOARD TO RECONVENE

Board Members: Avila, Behill, Kemp, Lopez, Martinez, Nichols, Sandoval, Smith, Williams  
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 COMMUNITY HEALTH CENTER 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 Community Health Center Board of Directors regular meeting on January 28, 2026 –  
APPROVE
- CA  
4) Proposed Updated Health Resources and Services Administration Health Center Program Form 5A: Services Provided –  
APPROVE
- CA  
5) Proposed approval of revised Kern County Hospital Authority Community Health Center policy LAL-FIN-16, Out of Pocket Employee Expenses –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- 6) Proposed approval of revised Kern County Hospital Authority Community Health Center policy LAL-OP-01, After Hours Nurse Triage –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- 7) Report on the Kern County Hospital Authority Community Health Center Patient Experience for Calendar Year 2025 –  
RECEIVE AND FILE
- 8) Report on the Kern County Hospital Authority Community Health Center Health Center Service Utilization for January 2026 –  
RECEIVE AND FILE
- 9) Report on the Kern County Hospital Authority Community Health Center financials for December 2025 –  
RECEIVE AND FILE
- 10) Kern County Hospital Authority Community Health Center Executive Director Report –  
RECEIVE AND FILE
- CA  
11) Miscellaneous Correspondence as of February 20, 2025 –  
RECEIVE AND FILE

ADJOURN TO WEDNESDAY, MARCH 25, 2026 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 Community Health Center Board of Directors may request assistance at Kern Medical Center in the Administration Department, 1700 Mount Vernon Avenue, Bakersfield, California, or by calling (661) 326-2102. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting material available in alternative formats. Requests for assistance should be made five (5) working days in advance of a meeting whenever possible.

CA

11) MISCELLANEOUS CORRESPONDENCE RECEIVED AS OF FEBRUARY 20, 2026 –  
RECEIVE AND FILE

- A) Correspondence dated February 18, 2026 received from Mona A. Allen, Authority Board Coordinator, Kern County Hospital Authority Board of Governors, regarding Licensed Independent Practitioner Credentialing and Compliance attestation.
- B) Correspondence dated February 18, 2026 received from Mona A. Allen, Authority Board Coordinator, Kern County Hospital Authority Board of Governors, regarding Other Clinical Staff Credentialing and Compliance attestation.
- C) Correspondence dated February 18, 2026 received from Mona A. Allen, Authority Board Coordinator, Kern County Hospital Authority Board of Governors, regarding approved Subscription Agreement 07626 with Keona Health, Inc.
- D) Correspondence dated February 18, 2026 received from Mona A. Allen, Authority Board Coordinator, Kern County Hospital Authority Board of Governors, regarding approved Business Associate Agreement 07726 with Keona Health, Inc.



## **SUMMARY OF PROCEEDINGS**

### **KERN COUNTY HOSPITAL AUTHORITY COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

**Community Health Center  
Administrative Office  
900 Truxtun Avenue, Suite 250  
Bakersfield, California 93301**

Regular Meeting  
Wednesday, January 28, 2026

11:30 A.M.

BOARD RECONVENED – Director Martinez convened the meeting of the Board at 11:30 A.M., and established a quorum was present.

Board Members: Avila, Behill, Kemp, Lopez, Martinez, Nichols, Sandoval, Smith, Williams  
Roll Call: 5 Present; 4 Absent – Behill, Kemp, Lopez, Smith

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

CONSENT AGENDA: AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: AS INDICATED BELOW WITH A “CA” WAS REVIEWED, DISCUSSED, AND APPROVED AS 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. KERN COUNTY HOSPITAL AUTHORITY VP AND GENERAL COUNSEL KAREN BARNES PROVIDED COPIES OF UPATED THE RALPH M. BROWN ACT, AS REQUIRED BY SB 707, AND A BRIEF SUMMARY OF THE 2026 CHANGES. COPIES WILL BE PROVIDED VIA EMAIL TO DIRECTORS WHO WERE NOT PRESENT AT THE MEETING. DIRECTOR MARTINEZ ASKED IF THE BOARD IS REQUIRED TO HAVE

REMOTE MEETINGS. KCHA VP AND GENERAL COUNSEL RESPONDED NOT UNTIL JULY 1<sup>ST</sup> 2026.

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**
- CA  
3) Minutes for the Kern County Hospital Authority Community Health Center Board of Directors regular meetings on December 18, 2025 –  
APPROVED  
**Williams – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**
- CA  
4) Proposed Kern County Hospital Authority Community Health Center Home Health/DME/Home Pharmacy Referrals and Ambulatory Specialty Referral Authorization Request policies –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN  
**Williams – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**
- CA  
5) Proposed Kern County Hospital Authority Community Health Center Peer Review policy –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN  
**Williams – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**
- CA  
6) Proposed Resolution to adopt the Kern County Hospital Authority Conflict of Interest Policy and Code –  
APPROVED; ADOPTED RESOLUTION  
**Williams – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**
- CA  
7) Proposed Resolution to adopt the Kern County Hospital Authority Human Resources policies –  
APPROVED; ADOPTED RESOLUTION  
**Williams – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**
- CA  
8) Proposed updated Kern County Hospital Authority Community Health Center Board of Directors Reference Sheet in preparation for the On-Site Visit –  
APPROVED  
**Williams – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**
- 9) Report on the Kern County Hospital Authority Community Health Center Quality Summary for calendar year 2025 –  
INTERIM MEDICAL DIRECTOR DR. GLENN GOLDIS MADE THE PRESENTATION REGARDING THE QUALITY SUMMARY REPORT FOR CALENDAR YEAR 2025. DIRECTOR MARTINEZ ASKED IF NON-HEALTH PLAN MEMBERS GO THROUGH THE SAME GRIEVANCE AND COMPLAINT PROCESS AS HEALTH PLAN MEMBERS. EXECUTIVE

DIRECTOR RESPONDED THAT YES, ALL COMPLAINTS GO THROUGH THE RISK MANAGEMENT DEPARTMENT, WHERE THEY ARE REVIEWED AND SENT TO THE APPROPRIATE DEPARTMENT(S) FOR REVIEW AND RESPONSE. DIRECTOR WILLIAMS ASKED IF THERE HAVE BEEN GRIEVANCES THAT RESULTED IN A LAWSUIT. KCHA HOSPITAL COUNSEL PHILLIP JENKINS RESPONDED THAT IN SOME CASES, GRIEVANCES DO TURN INTO CLAIMS BUT THAT HE DID NOT HAVE ANY SPECIFIC NUMBERS. HOSPITAL COUNSEL FURTHER EXPLAINED THAT CLAIMANTS MUST FIRST GO THROUGH THE TORT CLAIM PROCESS BEFORE THEY ARE ABLE TO FILE A LAWSUIT AS THE KERN COUNTY HOSPITAL AUTHORITY, AND THE COMMUNITY HEALTH CENTER AS THE CO-APPLICANT, IS A GOVERNMENT ENTITY.

RECEIVED AND FILED

**Nichols – Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**

- 10) Report on the Kern County Hospital Authority Community Health Center Clinical Quality Metrics for calendar year 2025 –

INTERIM MEDICAL DIRECTOR DR. GLENN GOLDIS PRESENTED. THE INTERIM DIRECTOR REVIEWED ALL OF THE METRICS FOCUSING ON CHILDHOOD IMMUNIZATION STATUS AND EXPLAINED THAT THE MEASUREMENT PERIOD WAS THE BIGGEST HURDLE FOR IMPROVEMENT IN THIS METRIC. THE INTERIM DIRECTOR CONTINUED TO EXPLAIN THAT VACCINE HESITANCY AND MISTRUST ARE NOT HELPING WITH THIS METRIC, ALONG WITH CHANGING FEDERAL VACCINE GUIDELINES. STAFF IS FOCUSED ON EDUCATING PATIENTS AND BUILDING TRUST THROUGH PARTNERSHIPS WITH LOCAL HEALTH PLANS AND PARTICIPATION IN COMMUNITY EVENTS AND OTHER OUTREACH TO POTENTIALLY MOVE THIS METRIC IN A POSITIVE DIRECTION. DIRECTOR NICHOLS ASKED IF HEALTH PLANS OFFER VACCINE CLINICS AT SCHOOL SITES, AND IF SO, ARE SCHOOLS REQUIRED TO REQUEST SUCH SERVICES. EXECUTIVE DIRECTOR RESPONDED THAT SHE COULD NOT ANSWER AS TO WHETHER THE HEALTH PLANS OFFERED VACCINE CLINICS FOR SCHOOL SITE OR IF THE SCHOOL SITES REQUEST SUCH SERVICES FROM THE HEALTH CENTERS, BUT SCHOOL SITES DO DIRECTLY REQUEST THAT THE COMMUNITY HEALTH CENTER BRING THE MOBILE CLINICS TO SCHOOL SITES FOR VACCINES, SPORT PHYSICALS, ETC.

RECEIVED AND FILED

**Avila - Williams: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**

- 11) Report on the Kern County Hospital Authority Community Health Center Health Center Service Utilization for December 2025 –

EXECUTIVE DIRECTOR INTRODUCED PRACTICE ADMINISTRATOR ANNA CARRILLO WHO MADE THE PRESENTATION. THE PRACTICE ADMINISTRATOR REVIEWED THE SERVICE UTILIZATION OR THE WHAT, HOW, WHEN SERVICES WERE USED DATA FOR THE FULL YEAR. SHE EXPLAINED THAT THIS DATA IS IMPORTANT TO CAPTURE TO MAKE SURE THAT THE SERVICES ARE ASSESSIBLE TO PATIENTS IN THE MOST CONVENIENT AND EFFICIENT WAY AS EVERYONE IS WORKING WITH LIMITED RESOURCES. DIRECTOR SANDOVAL ASKED WHAT THE DIFFERENCE IS BETWEEN NO-SHOWS AND CANCELLED APPOINTMENTS AND IF THE CLINICS HAVE ENOUGH PROVIDERS TO TREAT NEW PATIENTS. SHE MENTIONED THAT SOME PATIENTS HAVE TOLD HER THAT THEIR APPOINTMENTS HAVE BEEN RESCHEDULED MANY MONTHS OUT WHICH IS CONCERNING. PRACTICE ADMINISTRATOR EXPLAINED THAT NO-SHOWS ARE WHEN PATIENTS DO NOT SHOW UP TO THEIR APPOINTMENT WITH NO EXPLANATION. CANCELLED APPOINTMENTS ARE WHEN THE CLINIC CONTACTS THE PATIENT OR THAT PATIENT CONTACTS THE CLINIC TO CANCEL THEIR APPOINTMENT

WHICH ALLOWS THE CLINIC/PATIENT TO RESCHEDULE THE APPOINTMENT IMMEDIATELY. SHE FURTHER STATED THAT WHEN THE CLINIC CANCELS THE APPOINTMENT, THEY PLACE THE PATIENT ON A CANCELLATION LIST TO CALL THEM IF A SOONER APPOINTMENT BECOMES AVAILABLE. EXECUTIVE DIRECTOR ADDED THAT SHE WILL REMIND STAFF ABOUT OFFERING PATIENTS EVENING AND WEEKEND APPOINTMENTS WHEN THEY CALL THE PATIENT TO RESCHEDULE THEIR APPOINTMENT. THIS DELAY COULD ALSO BE DUE TO THE LACK OF PRACTITIONERS IN THE WOMEN'S HEALTH CLINIC. WHICH IS HOPEFULLY BEING ALLEVIATED WITH THE CROSS-TRAINING OF FAMILY PRACTICE NURSE PRACTITIONERS WHO HAVE ABLE TO TAKE ON THE APPOINTMENTS FOCUSED ON GENERAL GYNOLOGOCOL CARE AND ALLOW THE WOMEN'S HEALTH STAFF TO FOCUS ON THE MORE INTRICATE/HIGHER LEVEL OF CARE SERVICES. THE ADMINISTRATION HAS ALSO PLACED THE HIRING OF NEW PRACTITIONERS FOR THE WOMEN'S HEALTH CLINIC AS A TOP PRIORITY. THE BOARD ALSO ASKED IF THERE HAD BEEN ANY SHIFTS IN WHICH ZIP CODES WERE ACCESSING THE SERVICES. PRACTICE ADMINISTRATOR STATED THAT NO SIGNIFICANT CHANGES IN THE NUMBER OF SERVICES UTILIZING THE CHC SERVICES WITH THE 93307 ZIP CODE STILL BEING THE AREA WHERE THE HIGHEST NUMBER OF PATIENTS RESIDE.

RECEIVED AND FILED

**Sandoval - Avila: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**

- 12) Proposed Kern County Hospital Authority Service Area Analysis – EXECUTIVE DIRECTOR MADE THE PRESENTATION ON THE SERVICE AREA ANALYSIS. SHE INFORMED THE BOARD THAT SERVICE AREA ANALYSIS IS REQUIRED AT LEAST ANNUALLY TO SHOW THE CONTINUED NEED FOR THE SERVICES PROVIDED BY KERN MEDICAL OUTPATIENT HEALTH AS A FEDERALLY QUALIFIED HEALTH CENTER (FQHC). SHE CONTINUED TO EXPLAIN THAT THE SERVICE AREA ANALYSIS SHOWS THE POPULATION DISTRIBUTION IN THE AREAS WHERE THE KERN MEDICAL OUTPATIENT HEALTH SERVICES PROVIDES HEALTH SERVICES. KERN MEDICAL OUTPATIENT SERVICES PROVIDES HEALTH CARE SERVICES IN 20 ZIP CODES WHICH REPRESENTS WHERE AT LEAST 75 PERCENT OF PATIENTS RESIDE AND WHERE THERE IS A NEED FOR FQHC SERVICES. SHE STATED THAT STAFF ARE CONTINUOUSLY MONITORING DIFFERENT ZIP CODES WITHIN THE COMMUNITY TO PROVIDE SERVICES AND OUTREACH TO THESE AREAS. AS THIS ANALYSIS CHANGES, THIS REPORT WILL BE BROUGHT TO THE BOARD WHEN CHANGES ARE DISCOVERED TO ALLOW THE BOARD THE INFORMATION YOU NEED TO PROVIDE STRATEGIC PLANNING OVERSIGHT. SHE THEN HIGHLIGHTED THE GROWTH THAT ZIP CODE 93307 HAS EXPERIENCED IN THE LAST YEAR, WHICH SHE BELIEVES IS DUE TO THE INCREASE IN DEMAND FOR THE MOBILE CLINICS.

APPROVED

**Nichols – Sandoval: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**

- 13) Report on the Kern County Hospital Authority Community Health Center financials for November 2025 – EXECUTIVE DIRECTOR INTRODUCED FINANCE ADMINISTRATOR ANDREW CANTU WHO MADE THE PRESENTATION REGARDING THE FINANCIALS FOR NOVEMBER 2025. FINANCE ADMINISTRATOR FOCUSED ON THE SLIDING FEE DISCOUNT POLICY AND EXPLAINED HOW AND WHEN IT WAS APPLIED. THE BOARD ASKED WHAT HAPPENS IF A PATIENT CANNOT PAY? FINANCE ADMINISTRATOR REPLIED THAT HEALTH BENEFIT ADVISORS ARE PLACED IN ALL AREAS OF THE CLINICS AND IT IS THEIR JOB TO MAKE EVERY ATTEMPT TO CONNECT PATIENTS TO BENEFITS, INCLUDING THE SLIDING FEE

DISCOUNT PLAN AND KERN MEDICAL'S WELLNESS PLAN, TO HELP WITH THE COST OF SEEKING CARE. BUT REGARDLESS OF A PATIENT'S ABILITY, NO ONE IS DENIED CARE. DIRECTOR SANDOVAL ASKED HOW DID COLLECTING PATIENT INCOME INFORMATION IN THE SURVEY BENEFIT SERVICES PROVIDED TO PATIENTS? FINANCE ADMINISTRATOR RESPONDED THAT THAT INFORMATION SHOWED PATIENT'S ABILITY TO PAY AND WHAT AVENUES OF FINANCIAL SUPPORT MAY BE AVAILABLE TO THAT PARTICULAR PATIENT. THIS INFORMATION ASSISTS HEALTH BENEFIT ADVISORS WITH FUTURE PATIENTS WITH SIMILAR DEMOGRAPHICS. EXECUTIVE DIRECTOR STATED THAT THE SLIDING FEE SCALE PROVES TO THE FEDERAL GOVERNMENT THAT THE COMMUNITY CENTER WILL TREAT PATIENTS REGARDLESS OF THEIR INCOME AND THE SURVEY INFORMATION HELPS THE COMMUNITY CENTER HELP THEIR PATIENTS RECEIVE THEIR NEEDED CARE WITH THE APPLICATION OF THE SLIDING FEE SCALE.  
RECEIVED AND FILED

**Williams - Nichols: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**

- 14) Kern County Hospital Authority Community Health Center Executive Director Report – EXECUTIVE DIRECTOR MADE THE PRESENTATION. SHE ANNOUNCED THAT A NEW FULL-TIME OBSTETICIAN/GYNOLOGICAL PROVIDER HAS BEEN HIRED AND TWO ADDITIONAL LOCUM TENENS PROVIDERS HAVE BEEN CONTRACTED TO PROVIDE SERVICES TO THE COMMUNITY HEALTH CENTER. STAFF HAVE BEEN WORKING REALLY DILIGENTLY TO MEET THE NEEDS OF THE WOMEN'S HEALTH CLINIC AND OBTAINING THESE PROVIDERS WILL IMPROVE ACCESS TO WOMEN'S HEALTH SERVICES. EXECUTIVE DIRECTOR STATED THAT HRSA'S ON-SITE VISIT HAS BEEN POSTPONED UNTIL FURTHER NOTICE AND SHE WILL PROVIDE MORE DETAILS AS THEY BECOME AVAILABLE.

RECEIVED AND FILED

**Nichols – Sandoval: 5 Ayes; 4 Absent – Behill, Kemp, Lopez, Smith**

ADJOURNED TO CLOSED SESSION

**Nichols - Avila**

CLOSED SESSION

- 15) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Community Health Center Executive Director (Government Code Section 54957) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION

**Motion: Sandoval 2nd:Nichols**

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

- 15) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Community Health Center Executive Director (Government Code Section 54957) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY FEBRUARY 25, 2026 AT 11:30 A.M.

**Nichols**

/s/ Marisol Urcid  
Clerk of the Board of Directors

/s/ Elsa Martinez  
Chairman, Board of Directors  
Kern County Hospital Authority Community Health Center

**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Proposed Updated Health Resources and Services Administration Health Center Program Form 5A: Services Provided

**Recommended Action:** Approve

**Summary:**

Pursuant to Section 330 of the Public Health Services (PHS) Act, the Community Health Center (CHC) must provide the required primary health services listed in Section 330(b)(1) and 330(h) of the PHS Act. CHC may provide additional (supplemental) health services that are appropriate to meet the health needs of the population served by the health center, subject to review and approval by the Health Resources and Services Administration (HRSA).

All required and applicable additional health services must be provided through one or more service delivery method(s): directly, or through written contracts and/or cooperative arrangements.

The attached Form 5A: Services updates which delivery service (direct or formal written agreement) will provide access to all services included in CHC's scope of project. The only change from the previous 5A form is that after-hour and emergency phone coverage will no longer be fulfilled by a contracted outside vendor, but will be provided by through the Internal MOU with Kern Medical. The 5A form will be submitted to HRSA as part of the application process.



# Form 5A: Services Provided

OMB No.: 0915-0285. Expiration Date: 4/30/2026

<b>DEPARTMENT OF HEALTH AND HUMAN SERVICES</b> <b>Health Resources and Services Administration</b>  <b>FORM 5A: SERVICES PROVIDED (REQUIRED SERVICES)</b>	<b>FOR HRSA USE ONLY</b>	
	<b>LAL Number</b>	<b>Application Tracking Number</b>

This form will pre-populate for competing continuation applicants. For more information, refer to the [Service Descriptors for Form 5A: Services Provided](#) and the [Column Descriptors for Form 5A: Services Provided](#).

Service Type	Service Delivery Methods		
	Direct (Health Center pays)	Formal Written Contract/ Agreement (Health Center pays)	Formal Written Referral Arrangement (Health Center DOES NOT pay)
General Primary Medical Care	X	X	
Diagnostic Laboratory	X		X
Diagnostic Radiology			X
Screenings	X		X
Coverage for Emergencies During and After Hours		(Removed)	X
Voluntary Family Planning	X	X	X
Immunizations	X	X	
Well Child Services	X		
Gynecological Care	X	X	
<b>Obstetrical Care</b>			
• Prenatal Care	X	X	
• Intrapartum Care (Labor & Delivery)			X
• Postpartum Care	X	X	
Preventive Dental	X		
Pharmaceutical Services	X	X	X
HCH Required Substance Use Disorder Services			
Case Management	X		
Eligibility Assistance	X		
Health Education	X	X	
Outreach	X		
Transportation	X		
Translation	X		X

DEPARTMENT OF HEALTH AND HUMAN SERVICES Health Resources and Services Administration <b>FORM 5A: SERVICES PROVIDED (ADDITIONAL SERVICES)</b>		FOR HRSA USE ONLY	
		LAL Number	Application Tracking Number
Service Type	Service Delivery Methods		
	Direct (Health Center pays)	Formal Written Contract/ Agreement (Health Center pays)	Formal Written Referral Arrangement (Health Center DOES NOT pay)
Additional Dental Services			
Behavioral Health Services			
• Mental Health Services	X		
• Substance Use Disorder Services			X
Optometry			
Recuperative Care Program Services			X
Environmental Health Services			
Occupational Therapy			
Physical Therapy			
Speech-Language Pathology/Therapy			
Nutrition		X	
Complementary and Alternative Medicine			
Additional Enabling/Supportive Services			

Public Burden Statement: Health centers (section 330 grant funded and Federally Qualified Health Center look-alikes) deliver comprehensive, high quality, cost-effective primary health care to patients regardless of their ability to pay. The Health Center Program application forms provide essential information to HRSA staff and objective review committee panels for application evaluation; funding recommendation and approval; designation; and monitoring. The OMB control number for this information collection is 0915-0285 and it is valid until 4/30/2026. This information collection is mandatory under the Health Center Program authorized by section 330 of the Public Health Service (PHS) Act ([42 U.S.C. 254b](#)). Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 14N136B, Rockville, Maryland, 20857 or [paperwork@hrsa.gov](mailto:paperwork@hrsa.gov).

## Instructions

On [Form 5A Service Descriptors](#) (PDF), you will find descriptions of the required and additional services and [Form 5A Column Descriptors](#) (PDF) provides descriptions of the three service delivery methods used by health centers.

**You must propose to make General Primary Medical Care available directly (Column I) and/or through a formal written contractual agreement in which the health center pays for the service (Column II) to comply with eligibility requirement 3.**

This form will pre-populate from your current scope of project and cannot be modified through this application. For this form to accurately pre-populate, when you complete the SF-424 in Grants.gov, select **Continuation** for box 2 and provide your grant number for box 4. **Failure to correctly**

**complete the SF-424 may result in delayed HRSA Electronic Handbooks (EHBs) application access.**

Changes in services require prior approval through a Change in Scope request submitted in EHBs. If the pre-populated data do not reflect recently approved changes, click the **Refresh from Scope** button in EHBs to display the latest scope of project. Refer to the [Scope of Project](#) documents and resources for details about defining and changing your scope.

**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Proposed approval of revised Kern County Hospital Authority Community Health Center policy LAL-FIN-16, Out of Pocket Employee Expenses

**Recommended Action:** Approve

**Summary:**

On March 26, 2025, your Board approved the Kern County Hospital Authority Community Health Center Out of Pocket Employee Expenses policy (Policy# LAL-FIN-16). Upon review, the policy contained information that was in direct conflict with current Kern County Hospital Authority. That information has been removed and the proposed revised policy now reflects the current Kern County Hospital Authority policy.

The language in conflict with the Kern County Hospital Authority's policy on employee expenses has been removed/corrected and staff recommends that your Board review the corrected language and approve the changes to the previously approved policy.

## Kern County Hospital Authority Community Health Center

<b>Department: Finance</b>				
Policy No.	Effective Date	Review Date:	Page	
LAL-FIN-16	March 2025	March 2028	1 of 4	
<b>Title: Out of Pocket Employee Expenses</b>				

### **POLICY:**

It is the policy of Kern County Hospital Authority Community Health Center (KCHA CHC) that necessary business expenses paid out of pocket be reimbursed. These include but are not limited to cellphone expenses, local and out-of-town travel expenses, continuing professional education.

#### Mileage Reimbursement Policy:

- KCHA CHC offers mileage reimbursement to employees when deemed appropriate.
- Reimbursement is based on the IRS standard mileage rate and undergoes annual review by management, typically in January.

#### Eligibility Criteria:

- Mileage reimbursement applies when an employee drives to a location for KCHA CHC business beyond their regular commuting distance to and from the Health Center.
- Additional mileage reimbursements are subject to the discretion of the CEO.

#### Documentation Requirements:

- Proper documentation is essential for reimbursement.
- Employees must provide detailed mileage information on the Mileage Reimbursement Request or Travel Expense Report Form.
- Documentation should include the travel date, miles traveled, starting location, destination, and the business purpose for the travel.

### **PROCEDURE:**

- Employees, with prior approval by their supervisor, can be reimbursed for out-of-pocket necessary business expenses directly related to work and patient services.
- Submission Process: All reimbursements must be completed and submitted on the necessary forms as required by the organization.
  
- Part-Time Employee Reimbursement:
  - Part-time employees are eligible for a pro-rated reimbursement based on their Full-Time Equivalent (FTE) status.

#### **Mileage Reimbursement:**

1. Mileage Reimbursement: The per mile reimbursement rate for employees using their private vehicle is adjusted annually and will be paid at the current established IRS rate for the actual miles necessary to conduct the relevant business. The following exceptions apply to mileage reimbursement:
  - a) Exempt Employees (e.g., employees paid on a salary basis): Are not eligible for per mile reimbursement when using their private vehicle to conduct hospital business within the geographic area defined as the County of Kern.
  - b) Nonexempt Employees (e.g., employees entitled to overtime pay): Are not eligible for per mile reimbursement when using their private vehicle to conduct hospital business within the geographic area defined as the County of Kern, unless the employee travels greater than or equal to 25 miles in a single day

**Mileage Reimbursement Form**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Month & Year: \_\_\_\_\_

Date	From	To	Purpose	Total Mileage
<b>Total Miles</b>				
<b>Amount (Total Miles x \$0.xx)</b>				

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by CEO/Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**Expense Reimbursement Form**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Month & Year: \_\_\_\_\_

Date of Transaction	Paid To	Description	Amount
<b>Total Reimbursement Requested</b>			

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by CEO/Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

OWNERSHIP (Committee/Department/Team) ..... Finance	
ORIGINAL.....	MAR 2025
REVIEWED, NO REVISIONS.....	
REVISED.....	FEB 2026
APPROVED BY COMMITTEE..... MAR 2025	
DISTRIBUTION.....	
REQUIRES REVIEW..... MAR 2028	
_____	_____
Executive Director Signature of Approval	Date
_____	_____
Signature of Approval	Date

**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Proposed approval of revised Kern County Hospital Authority Community Health Center Policy LAL-OP-01, After Hours Nurse Triage

**Recommended Action:** Approve

**Summary:**

Executive Director or designee will provide your Board with an overview of how the Kern County Hospital Authority Community Health Center (KCHA CHC) ensures after-hour care for our patients. In alignment with the Health Resources and Services Administration (HRSA) requirements, Federally Qualified Health Centers (FQHCs) are required to have after-hours procedures that ensure coverage is provided by an individual with the qualifications and training necessary to exercise professional judgement in assessing the FQHC's patient's need for emergency medical care. This coverage includes the ability to refer patients to a licensed independent practitioner for further consultation or to appropriate facilities such as emergency room or urgent care for further assessment or immediate care as needed.

The following presentation is a visual representation of KCHA CHC's procedural nurse triage workflow as outlined in policy LAL-OP-01 *After-Hours Access to Care for Medical Emergencies*. This policy and procedure requires your approval as HRSA requires such services be provided to our patients and outlined in a policy and procedure.

## Kern County Hospital Authority Community Health Center

<b>Department: Operations</b>				
Policy No.	Effective Date	Review Date:	Page	
LAL-OP-01	March 2025	March 2028	1 of 3	
<b>Title: Standard Operating Procedure: After-Hours Access to Care for Medical Emergencies</b>				

**I. PURPOSE:**

Kern County Hospital Authority Community Health Center (KCHA CHC) is responsible for ensuring patients have access to care after the health center's normal business hours. The purpose of this Standard Operating Procedures (SOP) is to outline the process and procedure for patients who require After-Hours Access to Care for Medical Emergencies.

**II. DEFINITIONS:**

- A. SOP – Standard Operating Procedures
- B. EHR – Electronic Health Record

**III. POLICY STATEMENT:**

It is the policy of Kern County Hospital Authority Community Health Center (KCHA CHC) to have an SOP to address medical emergencies outside of the KCHA CHC hours of operation. This document outlines the procedures for managing medical emergencies after KCHA CHC business hours.

**IV. EQUIPMENT: N/A**

**V. PROCEDURE:**

A. After-hours contact information

- 1. After-hours contact information is posted on the KCHA CHC website and at the public-facing main entrances of the health center.
- 2. KCHA CHC ensures its answering service and after-hours coverage system provide language support appropriate to the needs of the patient population. Interpreter services are available for patients with Limited English Proficiency (LEP). The health center informs all patients about after-hours coverage accessibility.
- 3. After-hours automated message provides patient instruction on next steps including calling 9-1-1 for any life-threatening medical emergency. The health center after-hours message is activated during any clinic closures.

B. Patient Notification of After-Hours Access

- 1. Instructions on after-hours procedures and contact information (661-326-2800, #8) are automatically printed on all after care instructions which are given to patients at the time of discharge from a clinic visit. At time of discharge, staff will highlight and review the after-hours procedures and contact information with each patient.

C. Medical Advice Line

Patients have access to a medical advice line where a nurse will triage the call and provide clinical advice. The medical advice line is available from 8:00 PM – 8:00AM daily, weekend 8 PM Friday - Monday 8 AM, and holidays 8 AM – 8 PM.

D. Documentation and Follow-up

1. Reports of all after-hour calls are evaluated during business hours by KCHA CHC designated staff which may include Care Coordinators, Medical Assistants, Acute Care Transition Nurses and Schedulers.
2. Nurse advice line may make appointment as appropriate.
3. KCHA CHC designated staff will follow up on each call to determine if the patient should be scheduled with their assigned PCP and/or receive additional services at the health center. Patients who are non- KCHA CHC will be contacted within 3-4 days to establish care if needed.
4. KCHA CHC designated staff will document follow-up care in the patient's electronic health record (EHR), update the patient's PCP or designee, and coordinate any orders if needed.
5. If the patient went to the ED or is admitted, the KCHA CHC designated staff will follow-up with the patient after discharge to determine if the patient will be scheduled with their assigned PCP and/or receive additional services in the health center.
6. The KCHA CHC designated staff will ensure that all required information is captured which may include:
  - a) Patient identification
  - b) Reason for the originating call
  - c) Date and time of originating call
  - d) Outcome of the call (i.e., patient admitted to ED, Urgent Care or PCP for follow up appointment).
  - e) Follow-up actions (i.e., patient referred to Specialist)

E. Monitoring

1. After-hours call reports from nurse triage line are routinely audited and reported to KCHA CHC Quality Improvement Committee to identify opportunities for improvement. Annual after-hours metrics are reported to the KCHA CHC Board as part of the KCHA CHC Quality and Risk Management Program.

**VI. SPECIAL CONSIDERATIONS: N/A**

**VII. EDUCATION:**

- A. KCHA CHC Staff: Will receive education pertaining to this SOP, as appropriate, at time of general orientation and/or unit-specific orientation and as changes occur in legislation, quality or regulatory requirements. Staff's knowledge, skills and abilities will be validated during unit-specific orientation.

**VIII. DOCUMENTATION: N/A**

**IX. ADDENDUMS: N/A**

**X. REFERENCES: N/A**

OWNERSHIP (Committee/Department/Team).....	Nursing
ORIGINAL .....	MAR 2025
REVIEWED, NO REVISIONS.....	
REVISED.....	FEB 2026
APPROVED BY COMMITTEE.....	
DISTRIBUTION .....	
REQUIRES REVIEW.....	MAR 2028

<hr/> Executive Director Signature of Approval Date	<hr/> Signature of Approval <span style="float: right;">Date</span>
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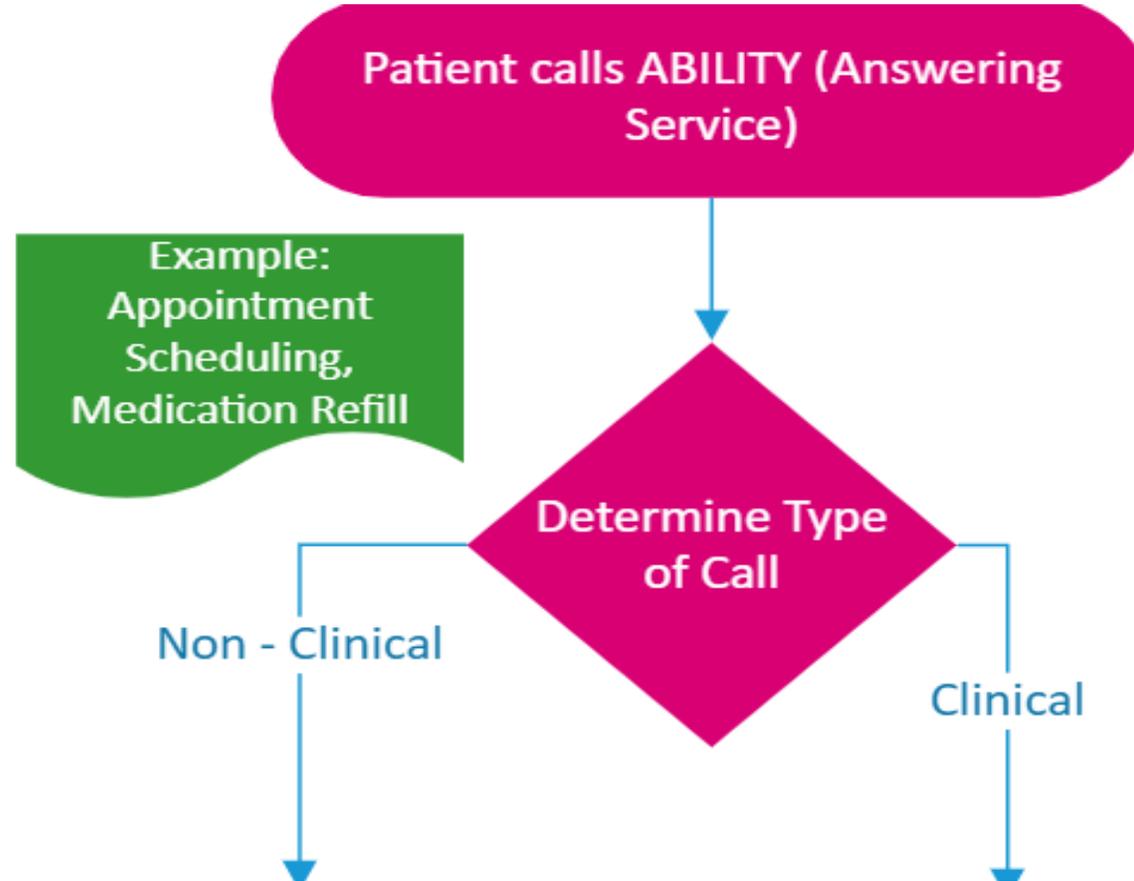
# **Nurse Triage Workflow**

**A Visual Presentation of Policy LAL-OP-01 –  
After-Hours Access to Care for Medical Emergencies**

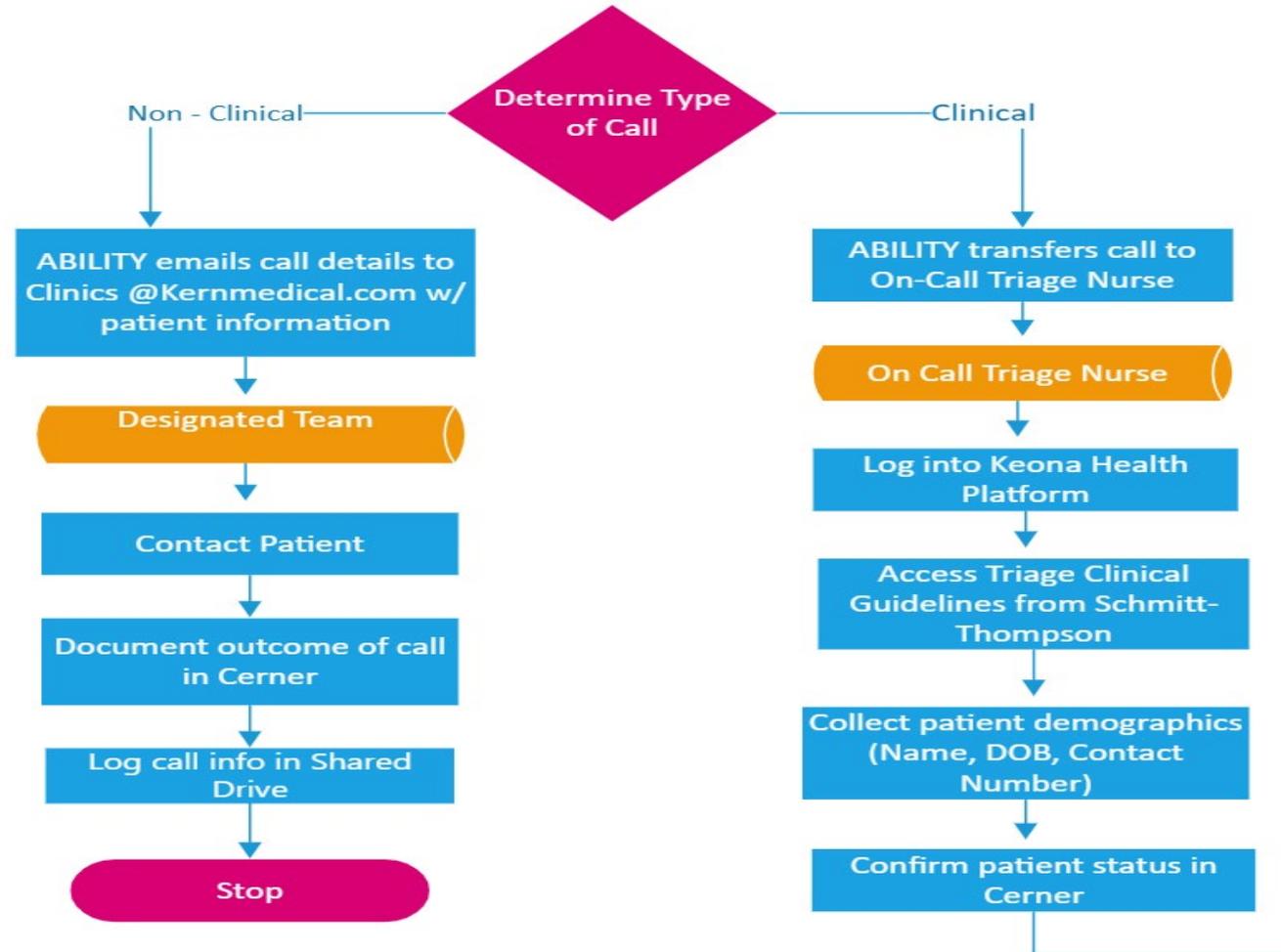
# Nurse Triage Workflow

Applies to Normal Business and After Business Hours (including nights, weekends, and holidays)

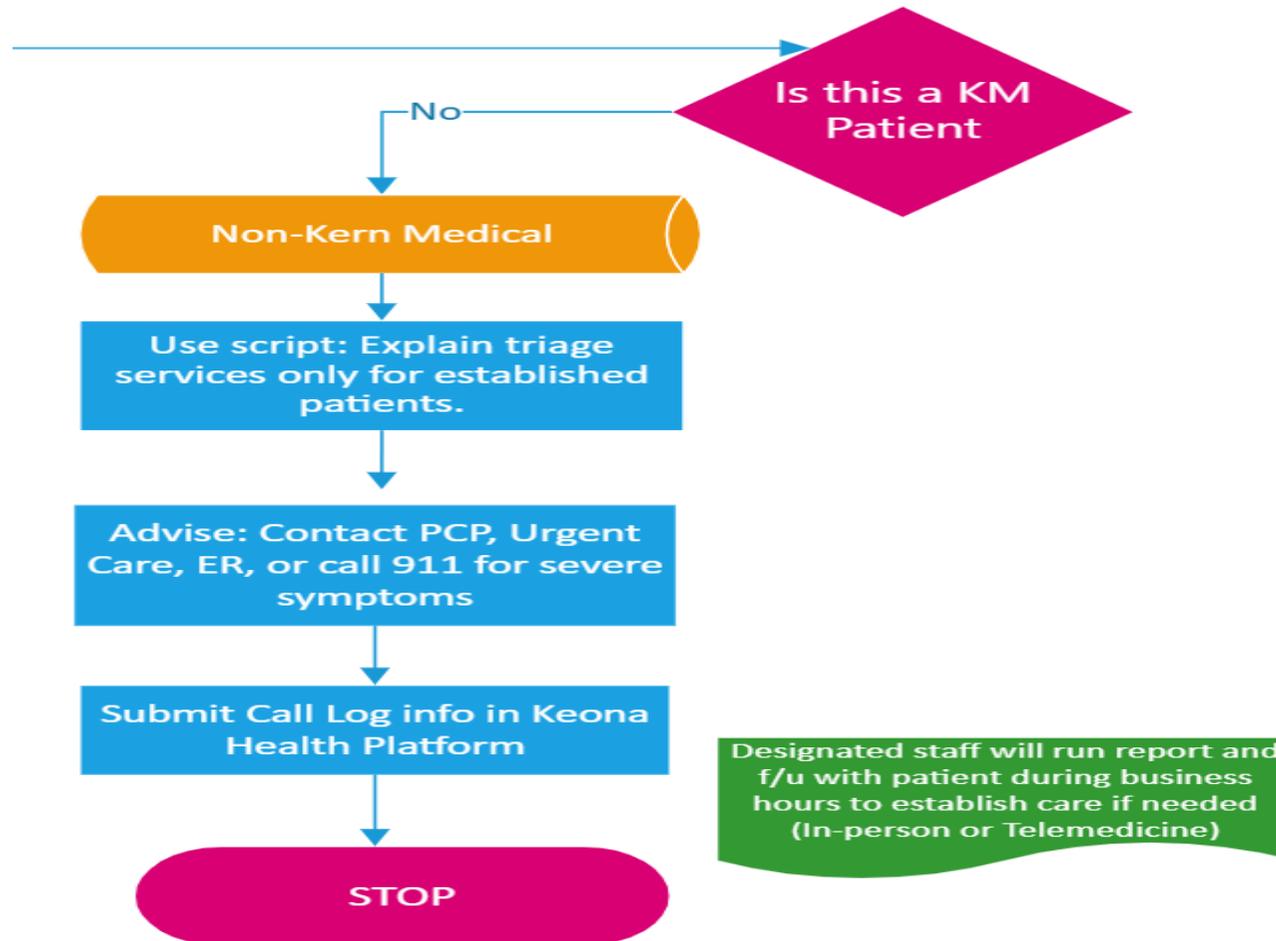
**Patient initiate's  
Nurse Triage Workflow  
by calling 661-326-2800  
option #8**



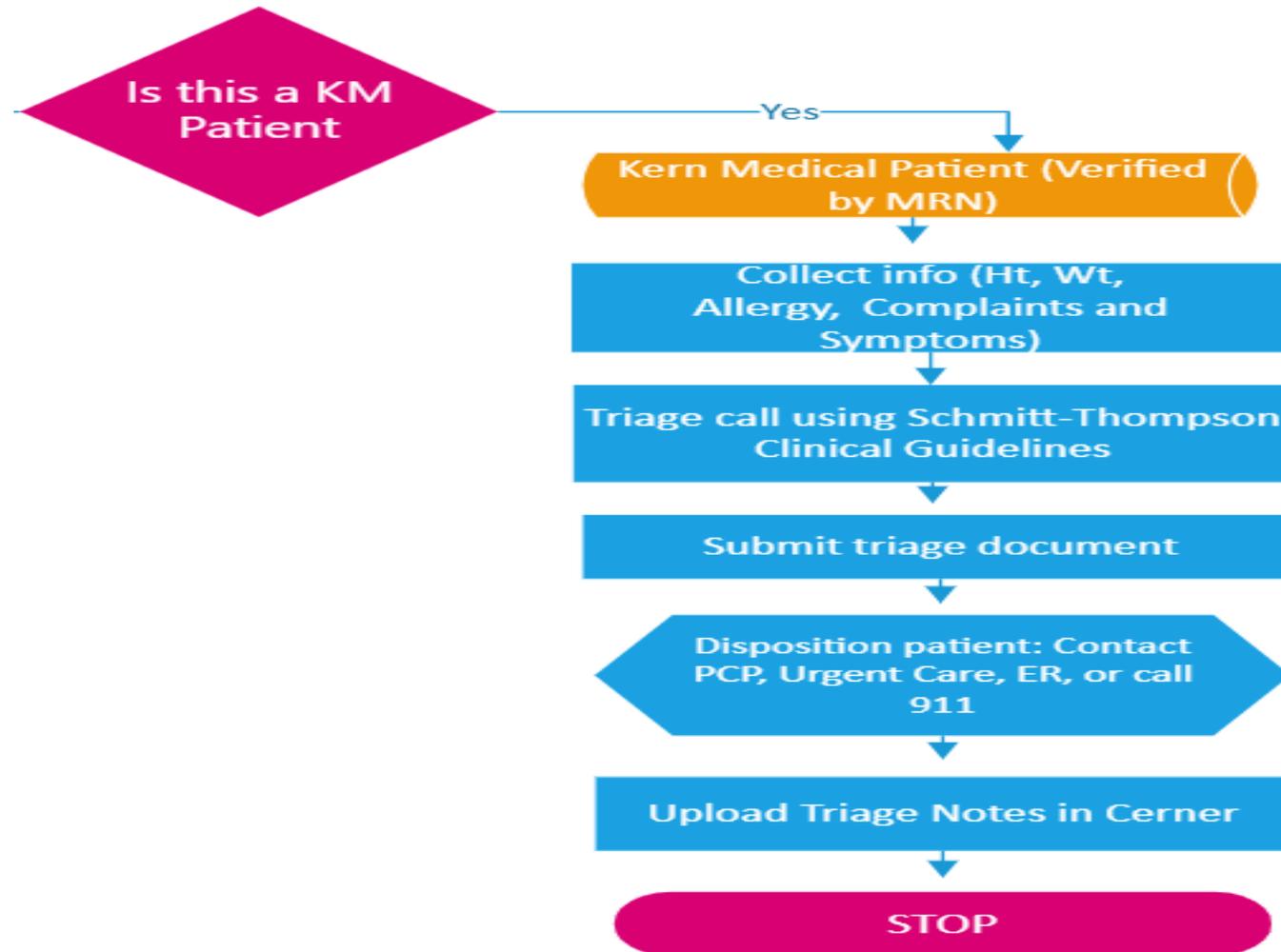
# Nurse Triage Workflow (Call Type)



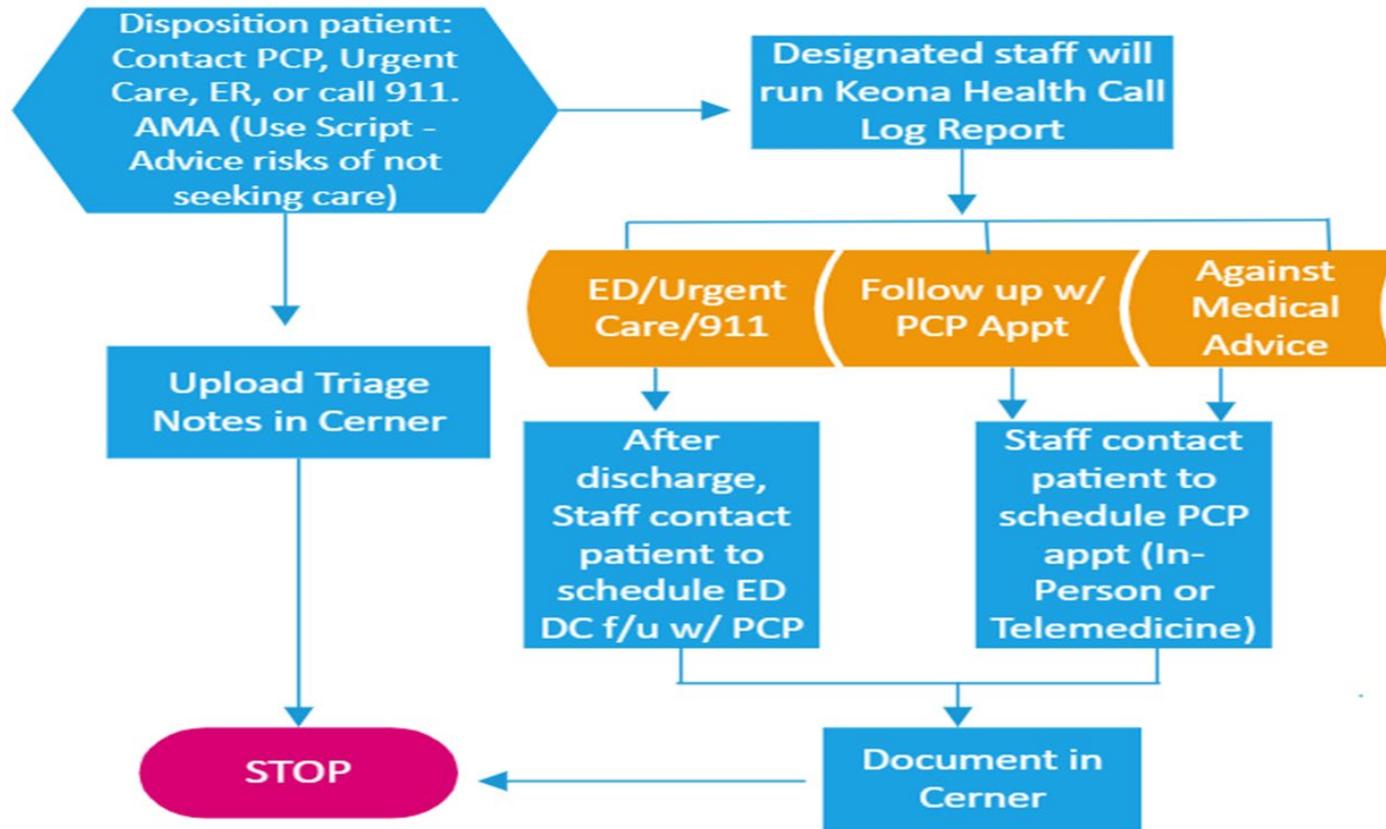
# Nurse Triage Workflow (Non – Kern Medical Patient)



# Nurse Triage Workflow (Kern Medical Patient)



# Nurse Triage Workflow (Disposition Follow-Up)



# Nurse Triage Workflow

QUESTIONS ?



**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Report on the Kern County Hospital Authority Community Health Center Patient Experience for Calendar Year 2025

**Recommended Action:** Receive and File

**Summary:**

Glenn Goldis, MD, Acting CHC Medical Director, will provide your Board with a presentation on Kern County Hospital Authority Community Health Center's Patient Experience data for Calendar Year 2025.

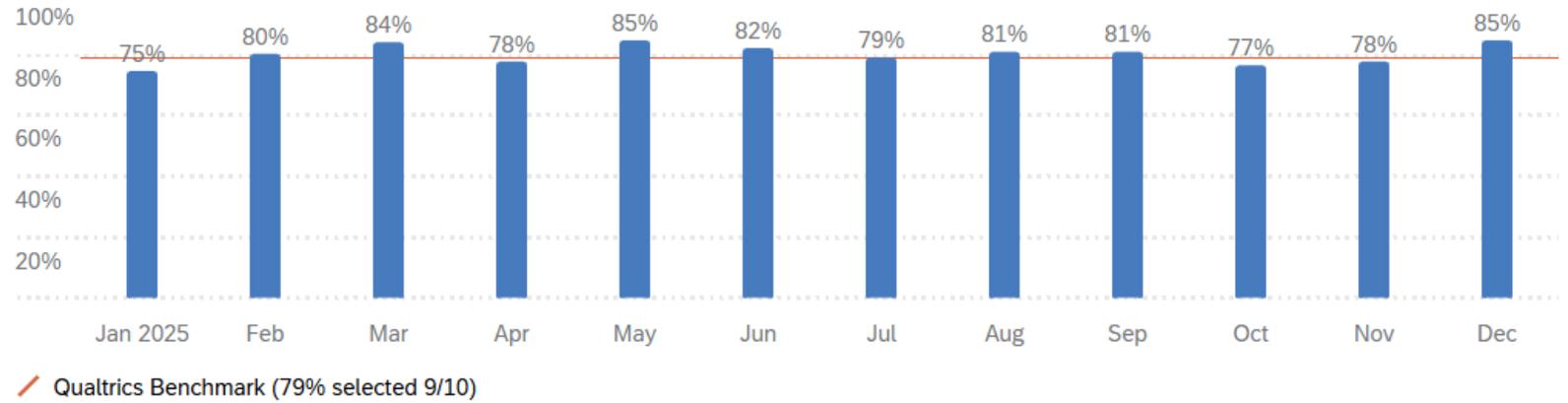


# **Patient Experience Annual Update**

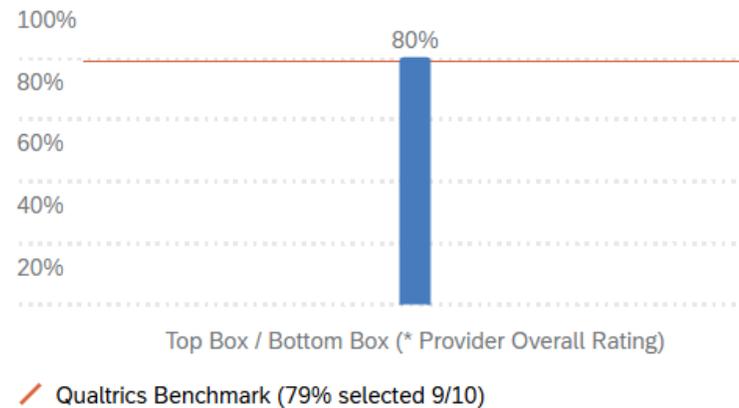
**Community Health Center Board of Directors**

# CG-CAHPS Overall Provider Rating

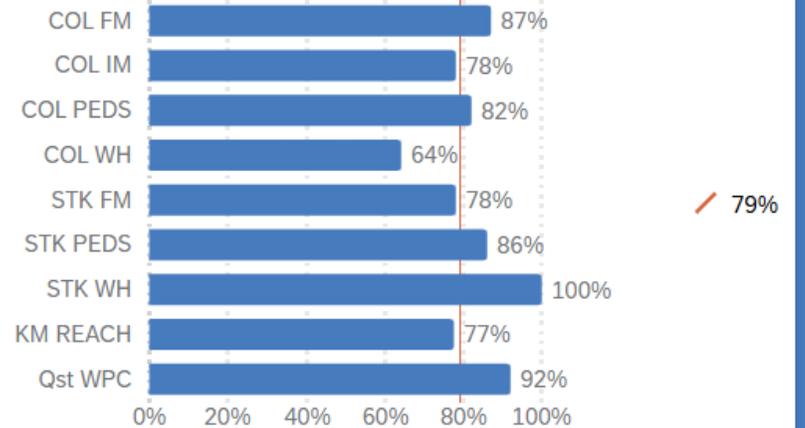
Overall Provider Rating (Monthly)



Overall Provider Rating (YTD)

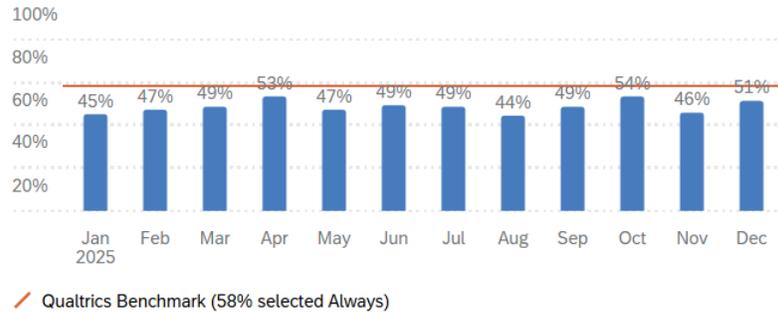


Overall Provider Rating (Prev. 6 Months) ▾

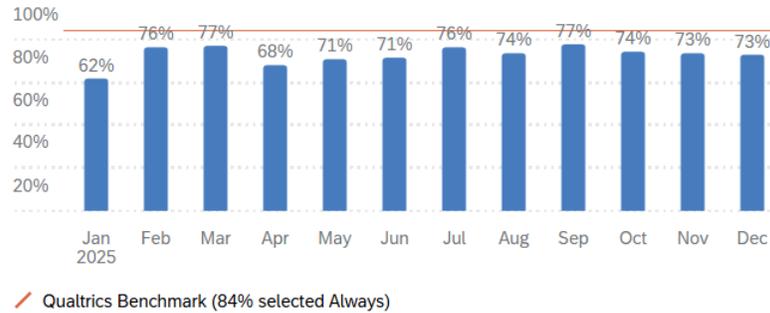


# Provider-Specific Questions

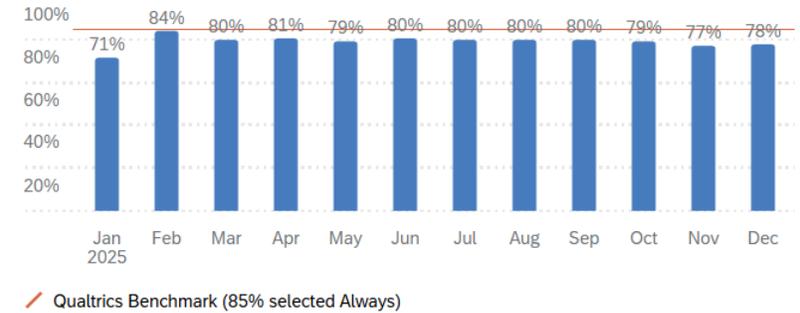
Same-Day Answers to Medical Questions 841



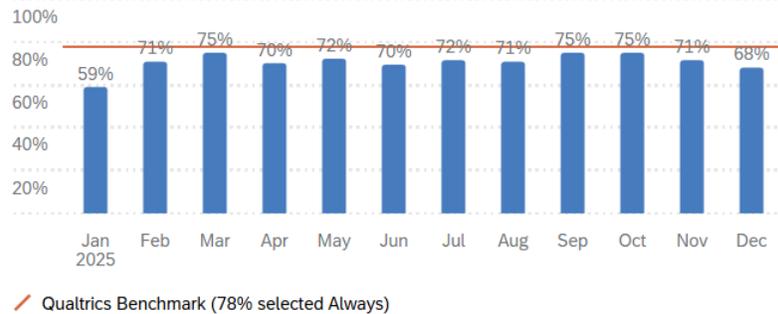
Provider Explanations were Easy to Understand 1,907



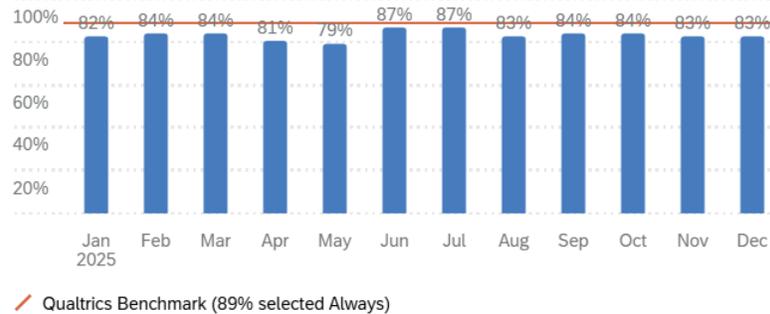
Provider Listened Carefully 1,889



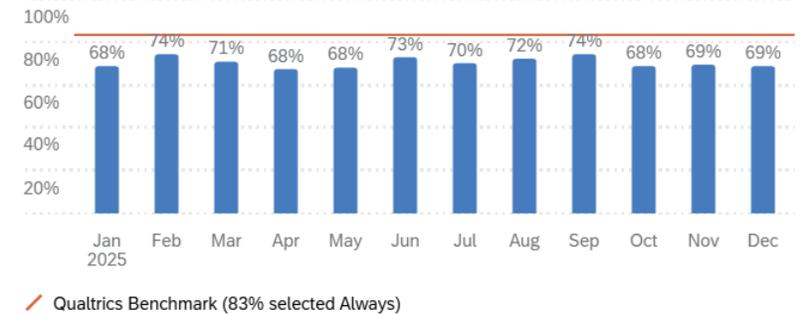
Provider Knew Important Medical History 1,857



Provider was Respectful 1,843

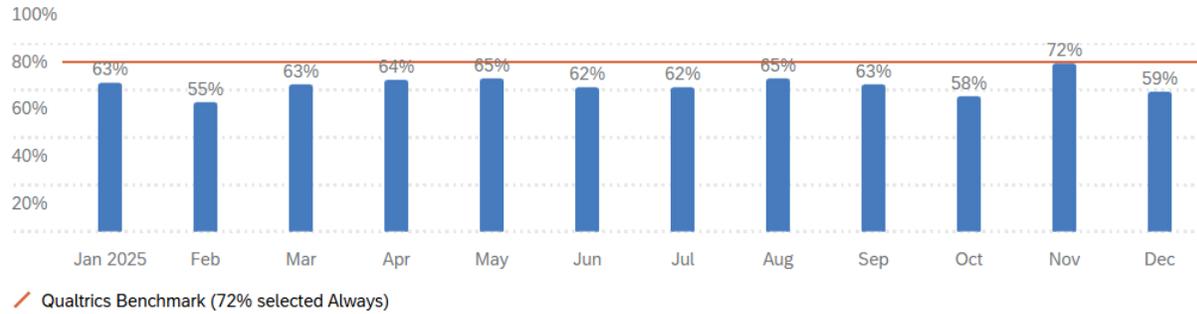


Provider Spent Enough Time with Patient 1,819

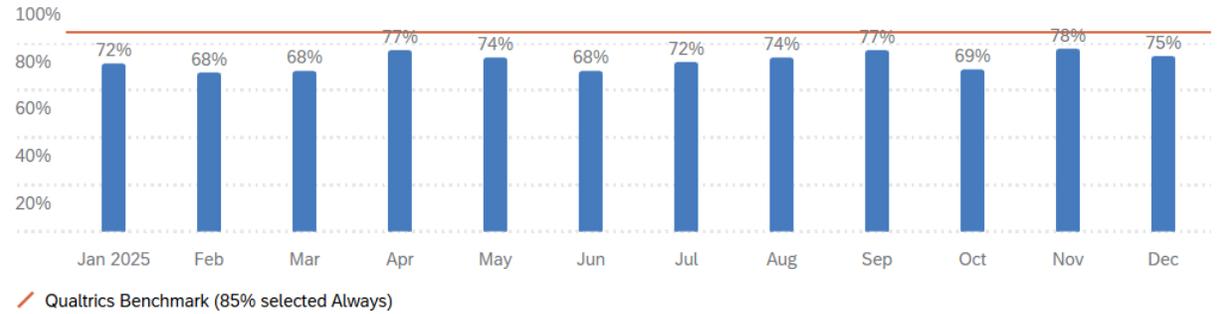


# Clerks and Receptionists Questions

Receptionists/Clerks as Helpful as Expected 1,828



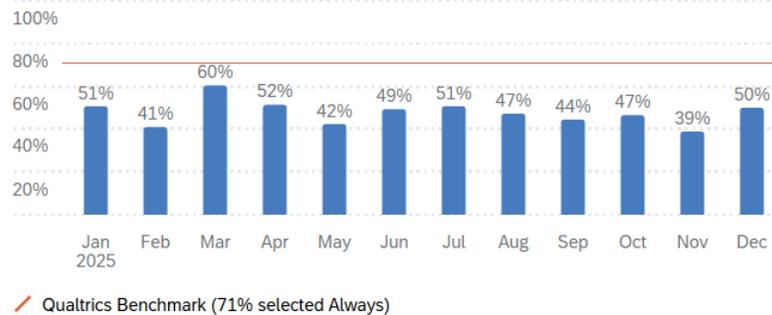
Treated with Courtesy and Respect by Receptionists/Clerks 1,797



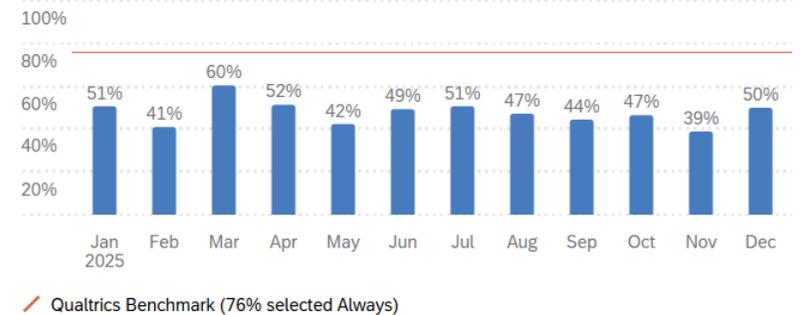
Ability to Schedule a Same-Day Appointment (Urgent) 1,002



Ability to Schedule a Check-Up/ Routine Appointment 1,002



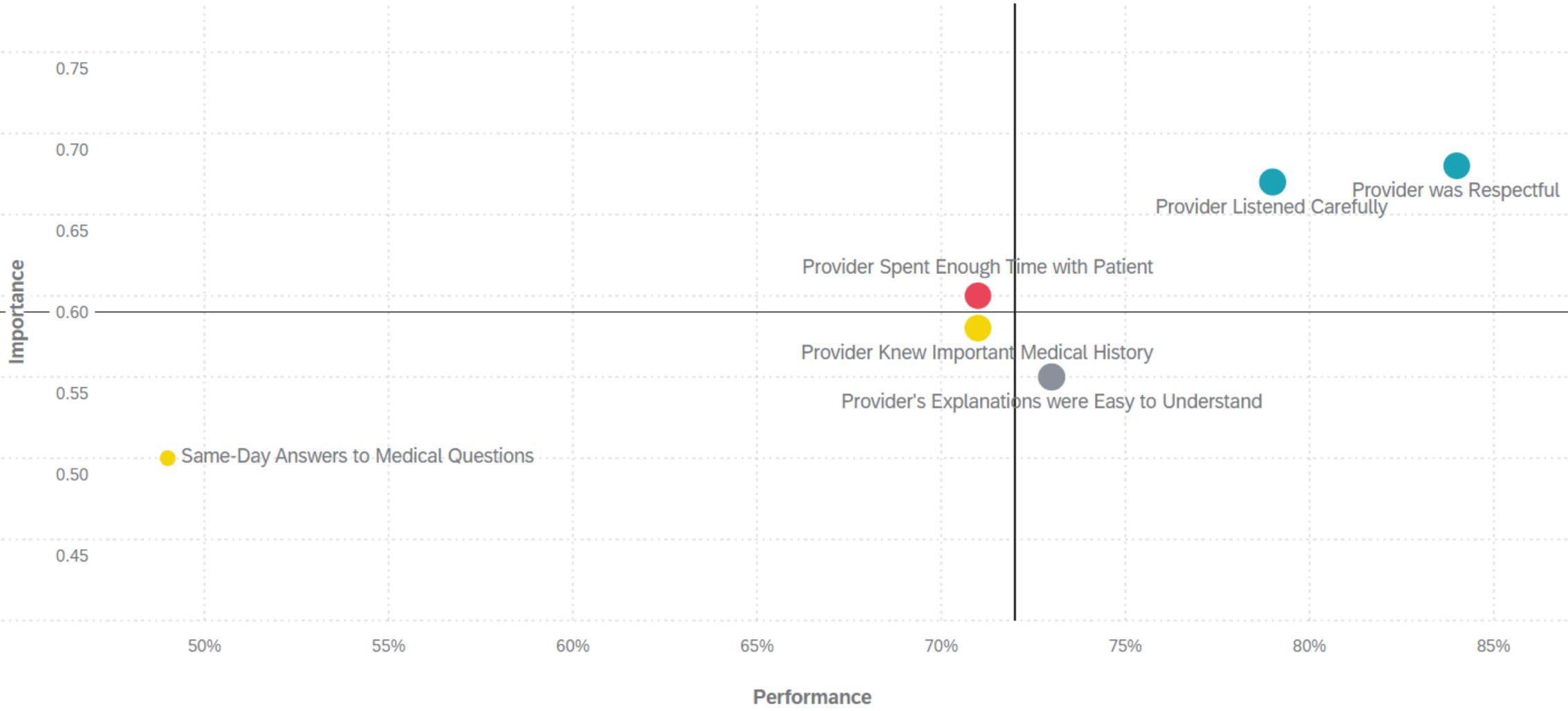
Received a Follow-Up Call with Results 1,002



# Patient Feedback

- Very professional and kind (translated from Spanish)
- They are good doctors, they treat me with respect and kindness too, thank you very much (translated from Spanish)
- My doctor was quite cold but informative.
- Good, very nice and respectful from the waiting room onwards, very kind (translated from Spanish)
- They treated me marvelously and I thank them for the help they gave (translated from Spanish)
- Going to miss my doctor I hope she has a good future
- Doctor is very nice seems really good with kids
- Good (translated from Spanish)
- I always enjoy talking with Dr. pardo and I find her very helpful in my child's care. It has been great to have a long relationship with her.
- Excellent service (translated from Spanish)

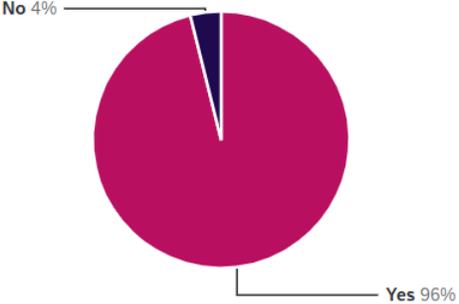
# Key Driver Analysis of Provider Overall Rating 3,692



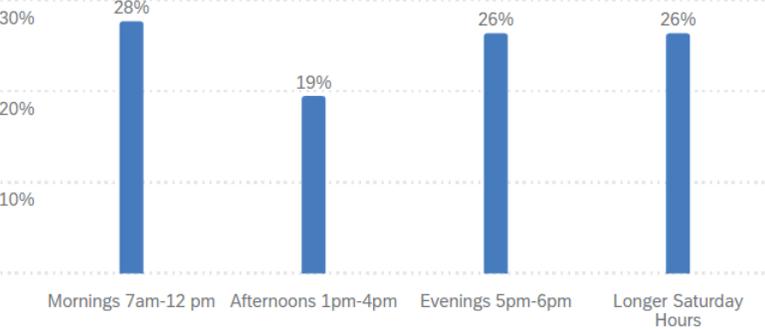
■ Important and highly rated ■ Important but poorly rated ■ Not important and poorly rated ■ Not important but highly rated

# HRSA Access to Care – CHC Clinics

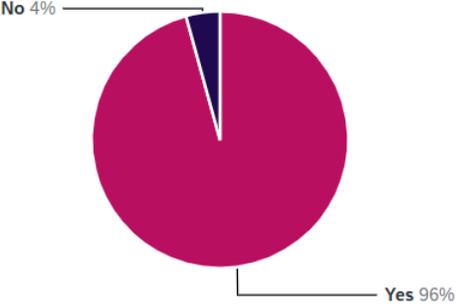
Are the clinic's hours of operation convenient?



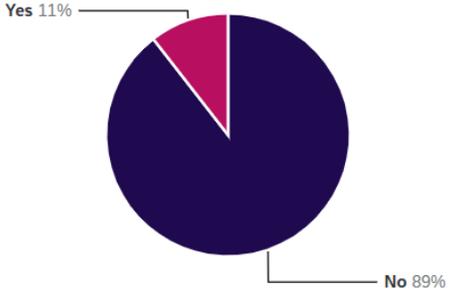
Preferred Hours of Operation



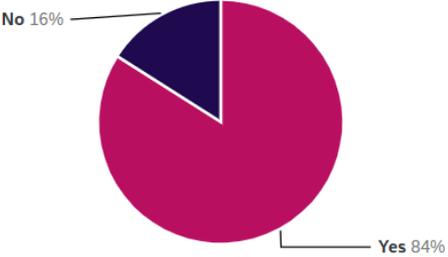
Is the location of the clinic easy to get to?



Does distance between sites create a barrier to access?



Is the amount paid for services reasonable?



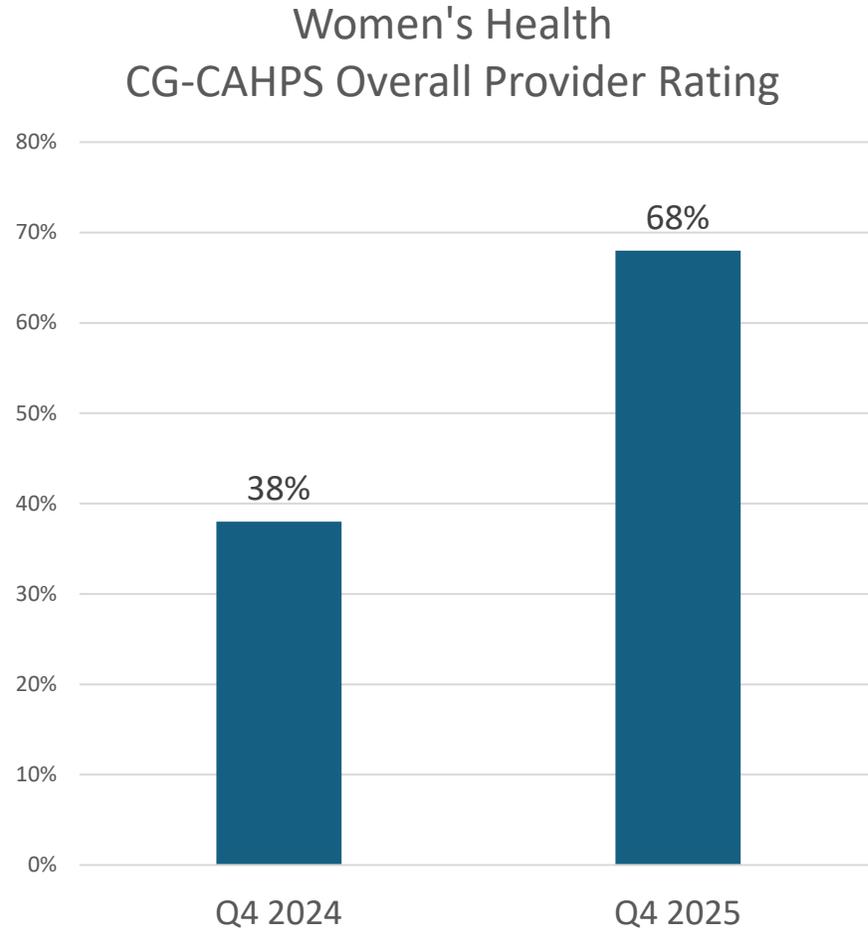
# Barriers Mentioned

- I reside in Ridgecrest so it's definitely a long drive. Sometimes we don't have the money to make it gas wise and by that time it is too late to call for transportation through insurance
- It's a little far (translated from Spanish)
- They are very slow to help people (translated from Spanish)
- The distance (translated from Spanish)
- Transportation (translated from Spanish)
- I just feel like there's not a big enough parking lot sometimes we have to park way and other end

# Key initiatives to improve patient communication and access

- Added a new appointment reminder system that sends reminders via call, text, and email.
- Completed customer service training for scheduling and authorization staff.
- Starting customer service training for remaining clinical office staff, including medical assistants, quality and ECM employees.
- IT is upgrading clinic phone systems to enable us to handle more incoming calls.

# Women's Health – Q4 2024 vs Q4 2025



- OB/GYN provider shortage encouraged us to rethink our approach to Women's Health.
- Moved missed menses and other low-risk early pregnancy services to primary care.
- OB/GYN providers able to focus on more complicated/higher level services, including high risk pregnancy, cancer, surgery and infection.

Questions?

**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Report on the Kern County Hospital Authority Community Health Center Health Center Service Utilization for January 2026

**Recommended Action:** Receive and File

**Summary:**

The Health Resources and Services Administration (HRSA) Health Center Program Compliance Manual (Program) outlines certain roles and responsibilities that must reside with the Community Health Center Board (CHC Board). One of these responsibilities includes oversight for service utilization.

The Community Health Center produces data-based reports on: patient service utilization, trends and patterns in the patient population and overall health center performance, as necessary to inform and support internal decision-making and oversight by key management staff and governing board.

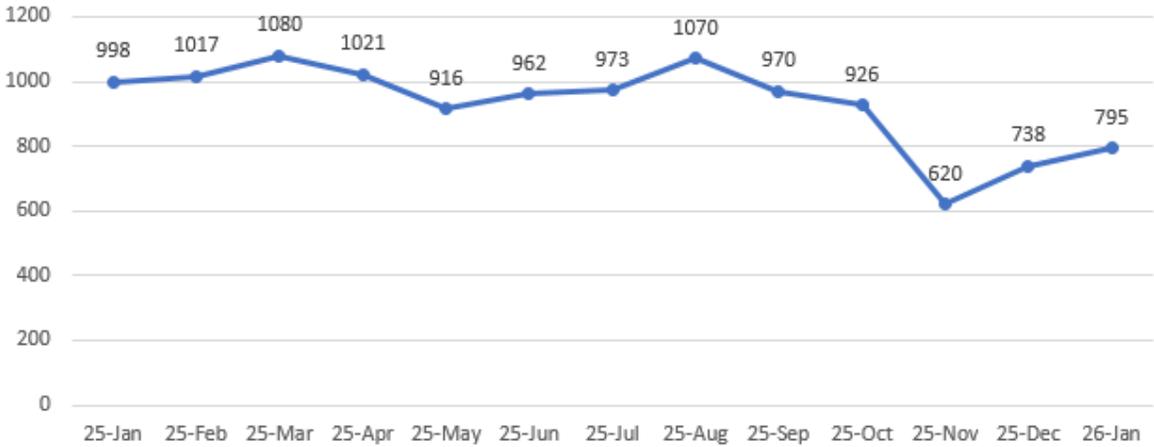
This presentation will be delivered on a monthly basis, as it contains critical information necessary for the CHC Board to effectively monitor progress and ensure alignment with its long-term strategic planning goals. In addition to the monthly data, quarterly, the report will include utilization summaries to highlight the trends and patterns to provide a broader perspective on performance over time and how effective changes/additions are to improving patient utilization.



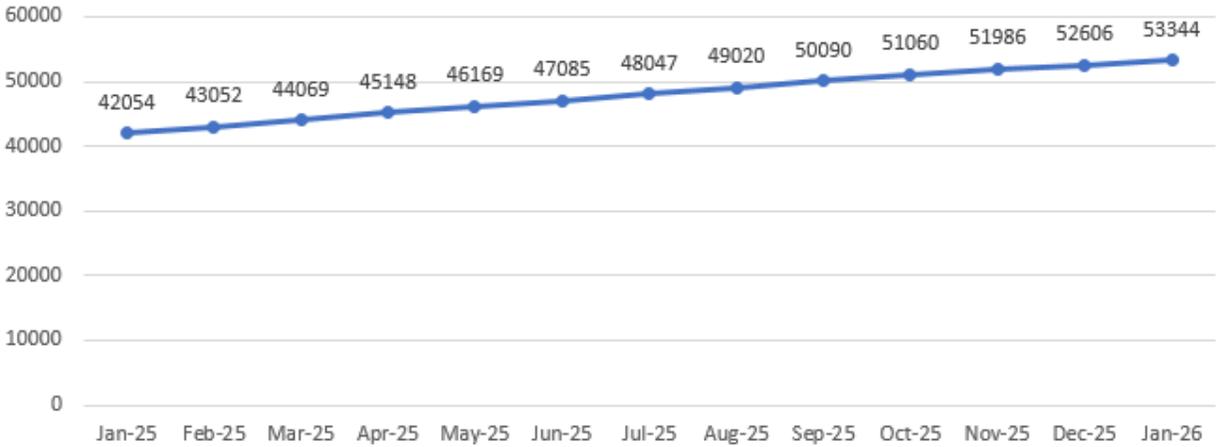
**Kern County Hospital Authority  
Community Health Center  
Board of Directors – January 2026  
Health Center Service Utilization**

# New Patient Data January 2026

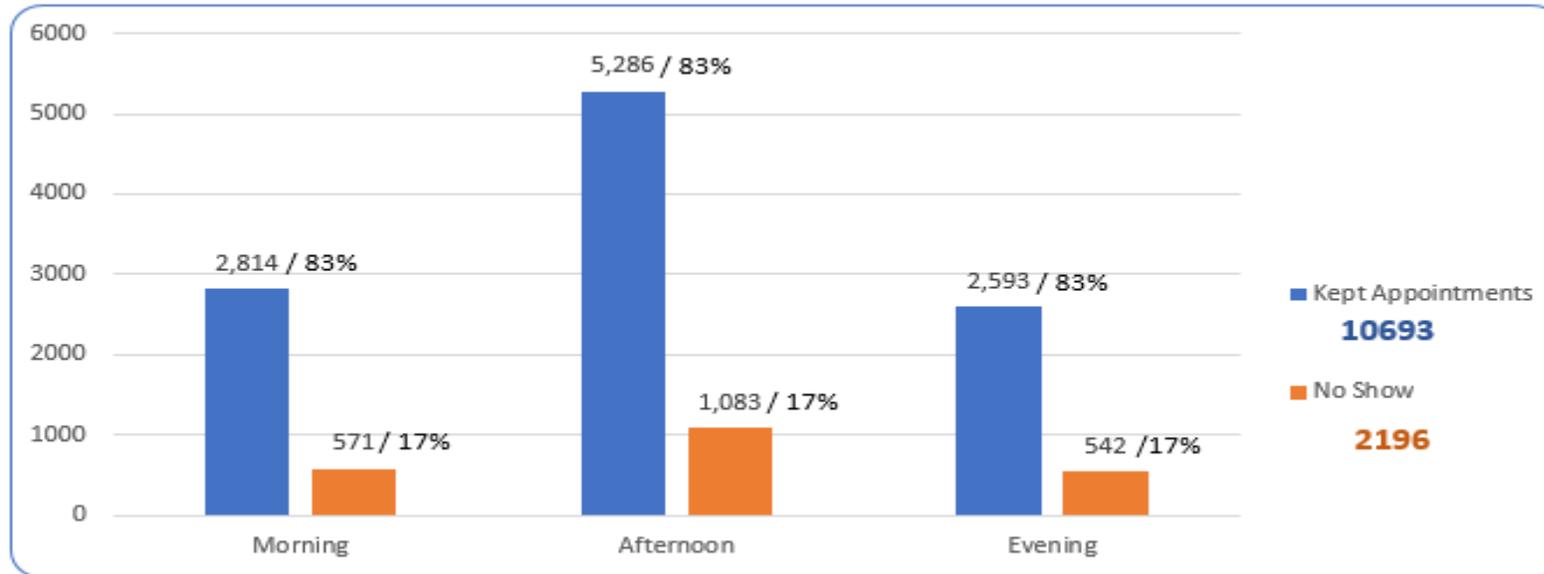
Unique Patients for the Month



Total Count of Unique Patients Since 2023

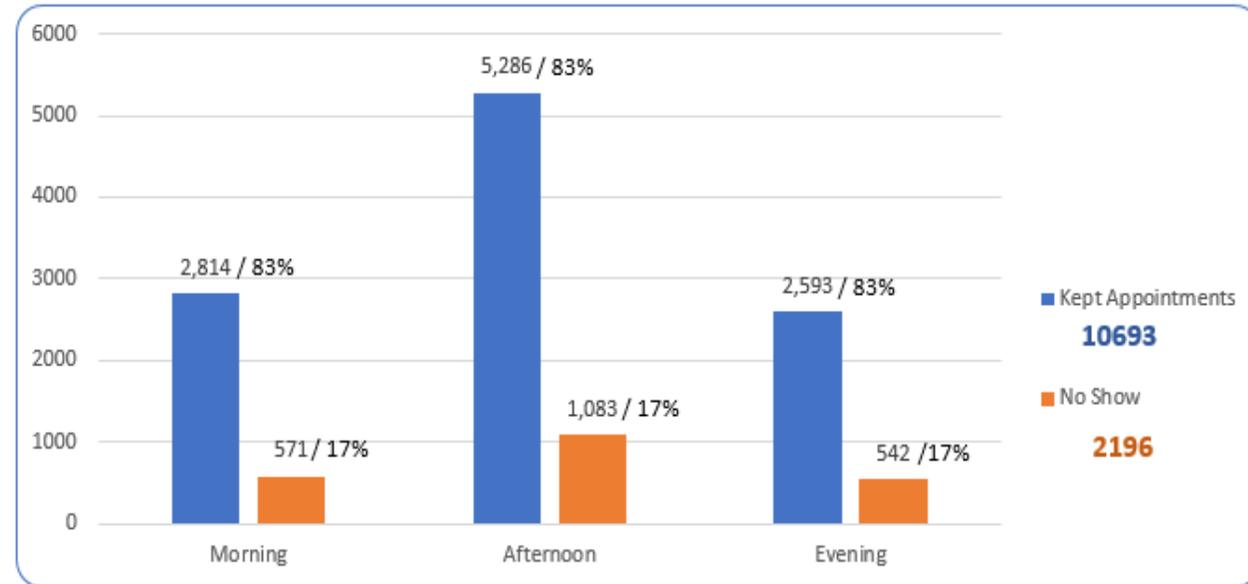
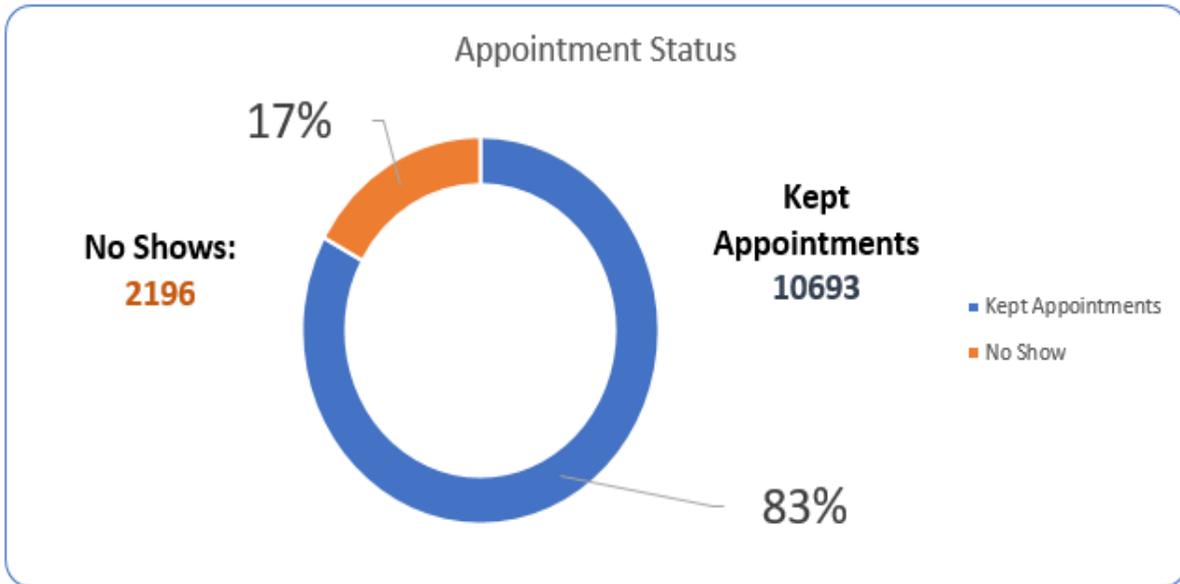


# Visits - January 2026



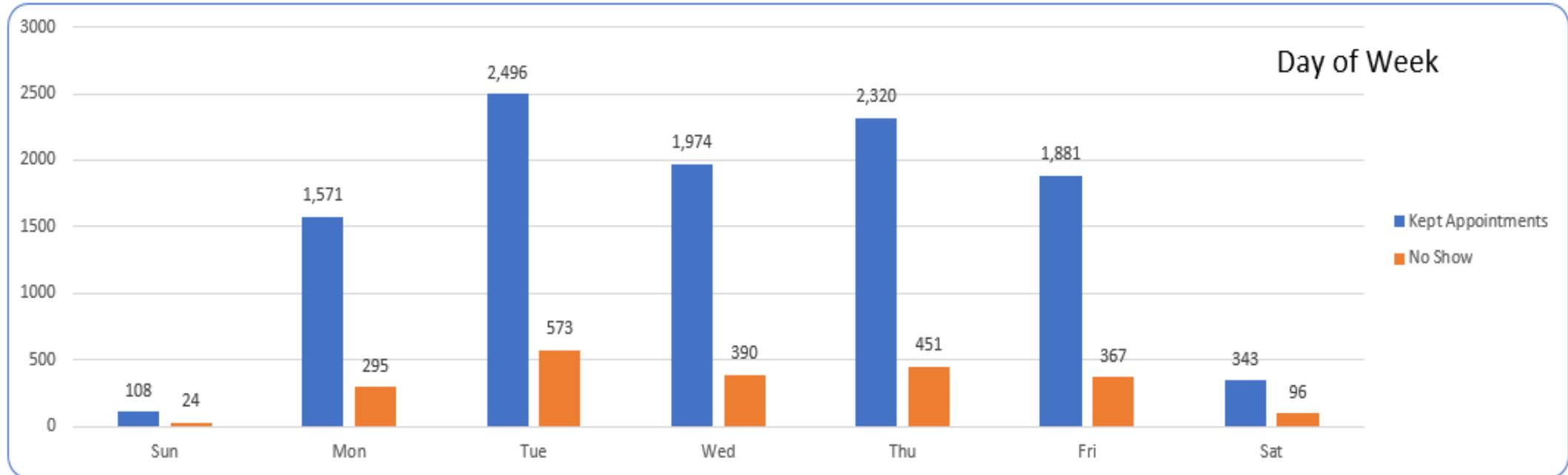
Morning: 8am-12pm  
Afternoon: 12pm -5pm  
Evening: 5pm-8pm

# Kept Versus No Shows January 2026

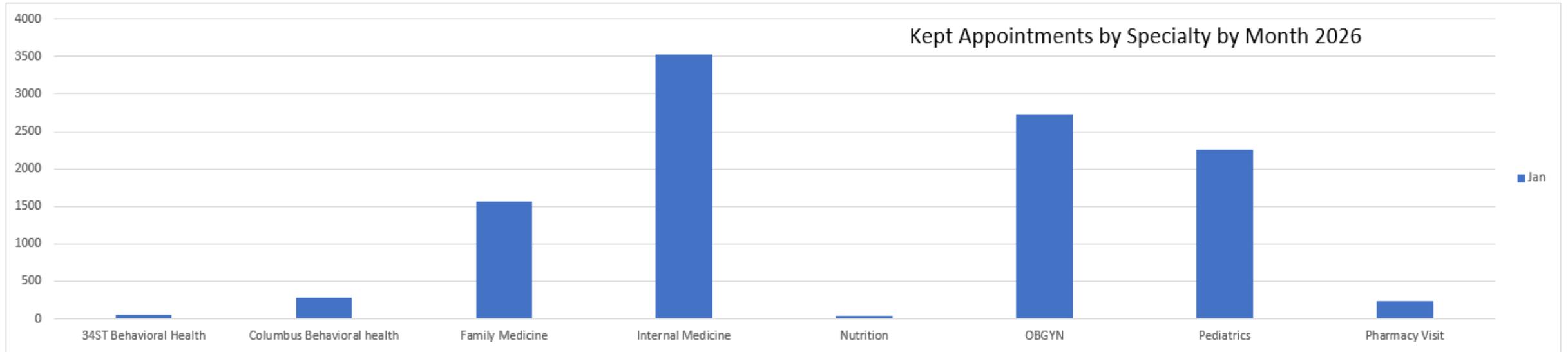


Morning: 8am-12pm  
Afternoon: 12pm -5pm  
Evening: 5pm-8pm

# Appointments by Day of Week January 2026



# Visits by Month and Service Line



# No Shows by Month and Location January 2026

Count of No Shows			
Row Labels	Jan-26	Grand Total	Jan-25
34ST Behavioral Health	25	25	38
34ST GROW	86	86	119
34ST REACH	84	84	94
COL BH	57	57	45
COL FM	323	323	407
COL IM	533	533	993
COL NUT	16	16	50
COL PEDS	382	382	620
COL PHARM CO	73	73	116
COL WH	375	375	380
STK FM	30	30	32
STK IM	26	26	26
STK PEDS	75	75	83
STK WH	12	12	53
COL NST	99	99	112
<b>Grand Total</b>	<b>2196</b>	<b>2196</b>	<b>3168</b>

# Visits by Month and Location January 2026

Clinics	Count of Kept Appointments		
	Jan-26	Grand Total	Jan-25
34ST Behavioral Health	52	52	59
34ST GROW	425	425	299
34ST REACH	350	350	359
COL BH	281	281	145
COL FM	1366	1366	1130
COL IM	2629	2629	2404
COL NUT	40	40	35
COL PEDS	1715	1715	1687
COL PHARM CO	241	241	251
COL WH	2164	2164	1538
STK FM	203	203	198
STK IM	126	126	139
STK PEDS	536	536	640
STK WH	163	163	286
COL NST	402	402	357
<b>Grand Total</b>	<b>10693</b>	<b>10693</b>	<b>9527</b>

# Visits by Zip Code January 2026

Row Labels	Count of Zip
+ Bakersfield Zip Codes	9514
+ Greater Kern County	1152
+ Other California	27
<b>Grand Total</b>	<b>10693</b>

Top 10 Zip Codes		
Zip Code	Count of Zip	Percent
93307	2113	20%
93306	1760	16%
93305	1625	15%
93304	923	9%
93308	786	7%
93309	659	6%
93313	493	5%
93311	402	4%
93312	276	3%
93301	274	3%

## Zip Codes Included in Application:

93301, 93304, 93305, 93306, 93307, 93308,  
93309, 93311, 93312, 93313, 93241

# Health Center Data CY 2026

## Ethnicity

- Unknown - **0**
- Puerto Rican - **13**
- Unreported/Chose Not to Disclose Ethnicity - **111**
- Mexican – **5,683**
- Not Hispanic, Latino/A, Or Spanish Origin – **2,746**
- Another Hispanic, Latino/A, Or Spanish Origin – **1,427**

## Race

- Other Single Race – **466**
- Unknown -**0**
- Black/African American – **719**
- White – **8,618**
- Unreported/Chose Not to Disclose Race - **172**
- Two Or More Races – **5**

## Insurance Status

- No Coverage – **87**
- Has Coverage – **9,899**

*Questions*

***Thank you***



**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Report on the Kern County Hospital Authority Community Health Center financials for December 2025

**Recommended Action:** Receive and File

**Summary:**

The KCHA CHC clinics provided 10,693 patient visits during the month of December, which was 545 more than the budgeted number of visits, which was estimated at 10,148 for the month. KCHA CHC recognized \$1.27 million of net patient revenue from these visits.

**The following items have budget variances for the month of December 2025:**

**Total Revenues:**

**Net Patient Revenue:**

KCHA CHC recognized \$1.27 million of net patient revenue for the month, \$50,000 more than the \$1.22 million budgeted for December. On a year-to-date basis, net patient revenue is \$7.42 million, \$168,000 more than the budgeted amount of \$7.25 million. Budgeted net patient revenue is based on the approximate number of total clinic visits expected and the per visit reimbursement rate.

**Indigent Revenue:**

Total indigent revenues include \$670,000 of contributions from Medi-Cal supplemental programs, \$228,000 less than the \$898,000 budgeted for December. On a year-to-date basis, indigent revenues total \$4.1 million, \$1.23 million less than the \$5.32 million budgeted for the year.

**Other Income:**

The Health Resources Services Administration (HRSA) requires that the organization submit a breakeven budget. As such, the Kern County Hospital Authority makes monthly contributions to cover expected expenses associated with the organization's first year of operation as an FQHC Look-Alike (LAL) clinic system.

## **Operating and Other Expenses:**

### **Salaries and Benefits:**

Salaries and benefits expenses total \$3.61 million for the month of December, \$120,000 less than the budget of \$3.73 million. On a year-to-date basis, salaries and benefits expenses total \$20.95 million, \$1.13 million less than the \$22.17 million budgeted for the year. Staffing includes directly employed physicians, nurse practitioners, medical residents, and behavioral health providers.

### **Medical Fees:**

Medical fees expense is \$409,000 for the month of December, \$91,000 less than the budget of \$500,000. On a year-to-date basis, medical fees expense total \$3.28 million, \$319,000 more than the \$2.96 million budgeted for the year. Medical fees expense is comprised of contracted physician fees.

### **Other Professional Fees:**

Other professional fees expense is \$74,000 for the month, \$19,000 more than the budget of \$55,000 for December. On a year-to-date basis, other professional fees expense total \$413,000, \$87,000 more than the \$325,000 budgeted for the year. Other professional fees expense is comprised of legal expenses and other various consulting fees.

### **Supplies Expense:**

Supplies expense is \$121,000 for the month, \$22,000 less than the \$143,000 thousand budget for December. On a year-to-date basis, supplies expense total \$784,000, \$62 thousand less than the \$846 budgeted for the year. Pharmaceuticals and various medical supplies account for a significant amount of total supply costs.

### **Purchased Services:**

Purchased services expenses is \$96,000 for the month of December, \$15,000 less than the \$111,000 budget for December. On a year-to-date basis, purchased services expenses total \$529,000, \$110,000 less than the \$656,000 budgeted for the year. Purchased services costs are comprised of items such as computer maintenance fees, various purchased medical services, and laundry and linen services.

### **Other Expenses:**

Other expenses are \$269,000 for the month of December, \$17,000 more than the budget of \$252,000. On a year-to-date basis, other expenses total \$1.77 million, \$276,000 more than the \$1.49 million budgeted for the year. Other expenses include recruiting fees, repairs and maintenance, rent, interest, and utilities.

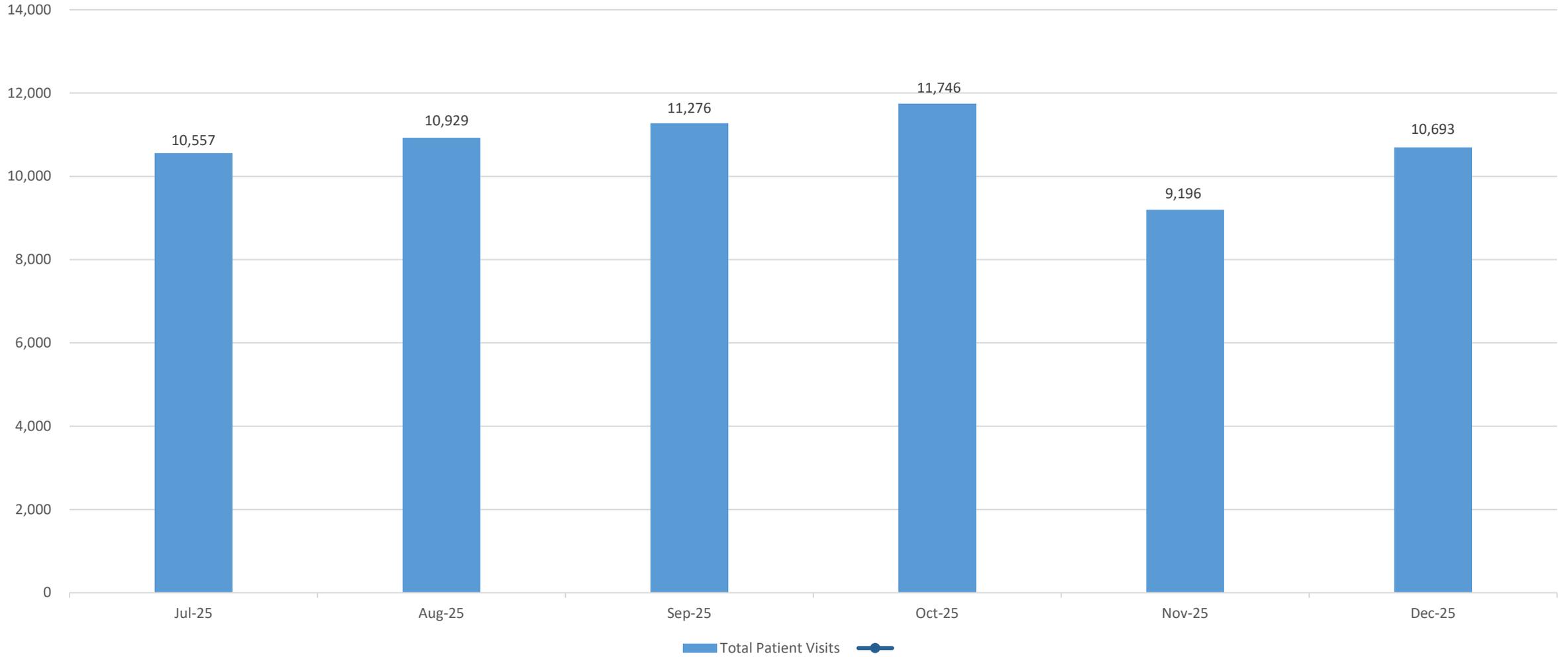
### **Overhead Expenses:**

A percentage of overhead expenses from departments such as housekeeping, engineering, and information systems has been allocated to the KCHA CHC clinics and is included in total operating expense.

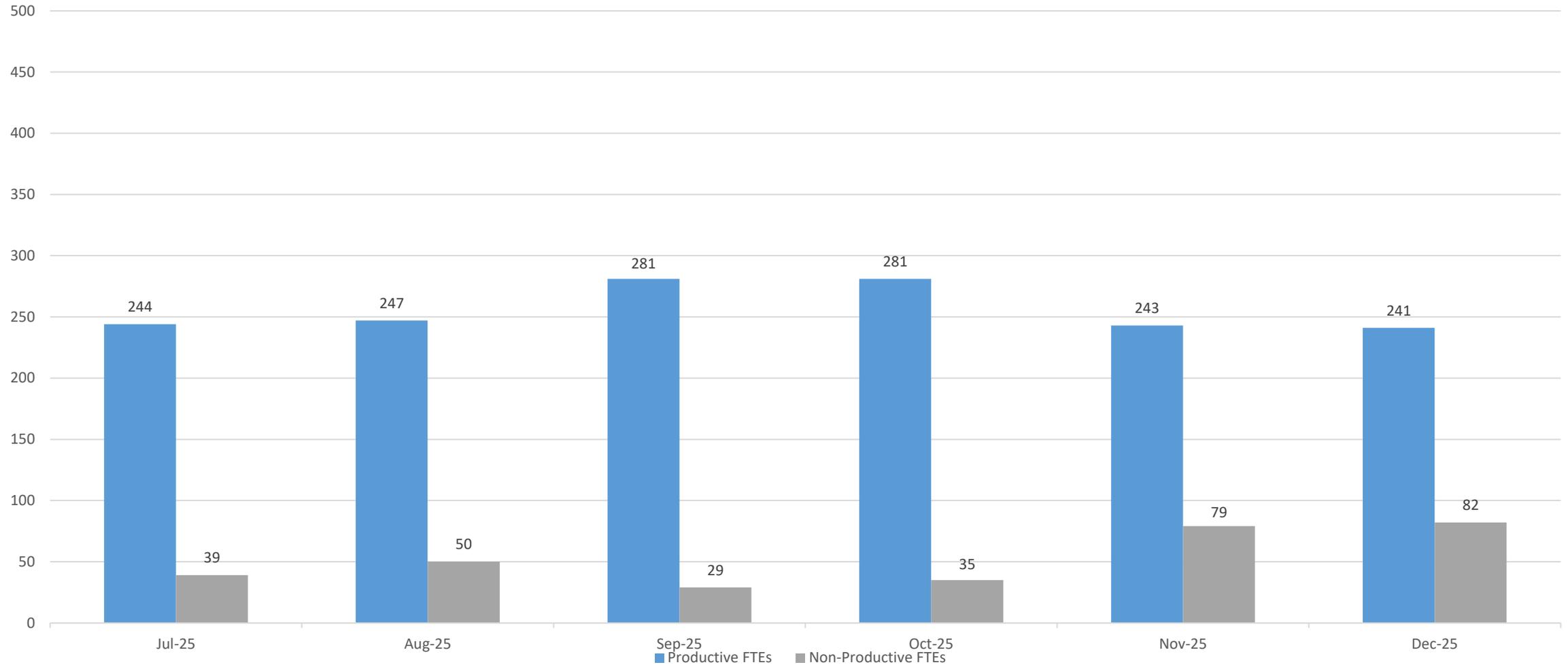


**Kern County Hospital Authority  
Community Health Center  
Finance Report – February 2026**

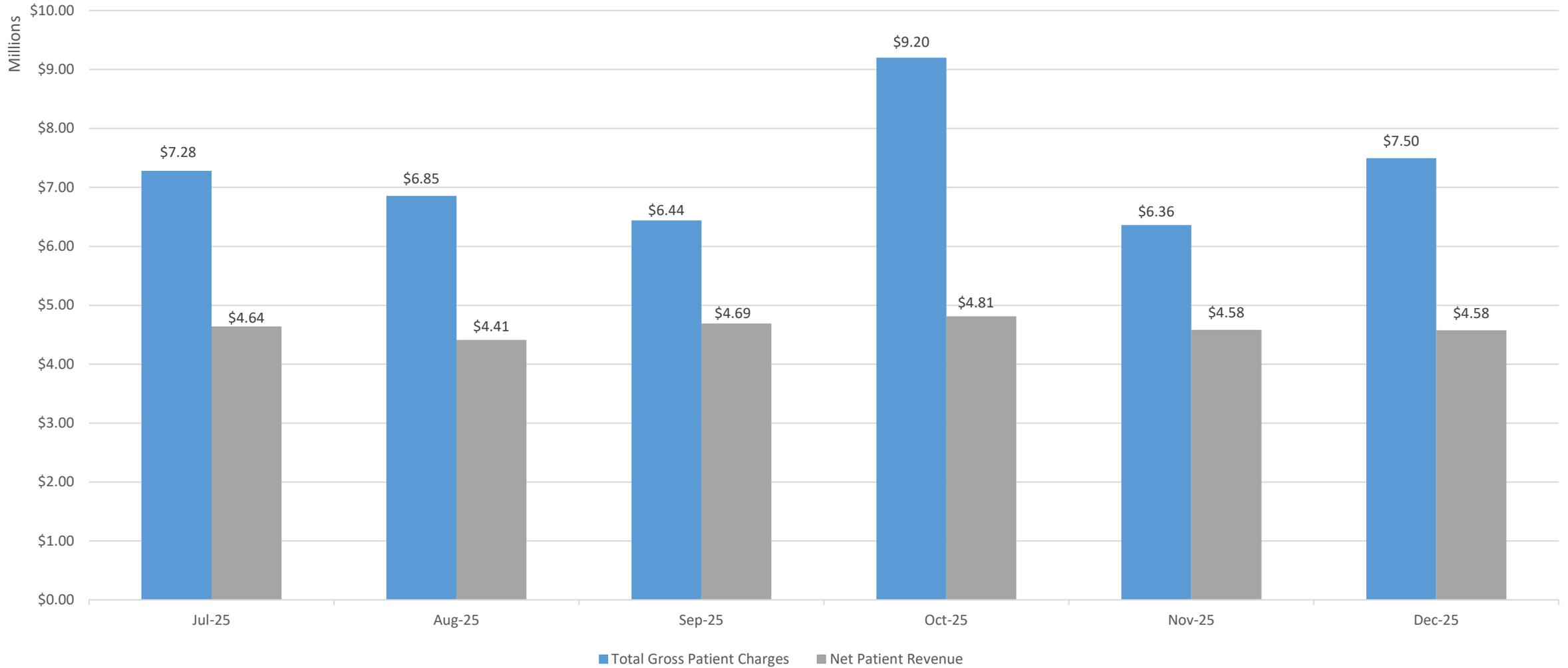
# CHC Patient Clinic Visits



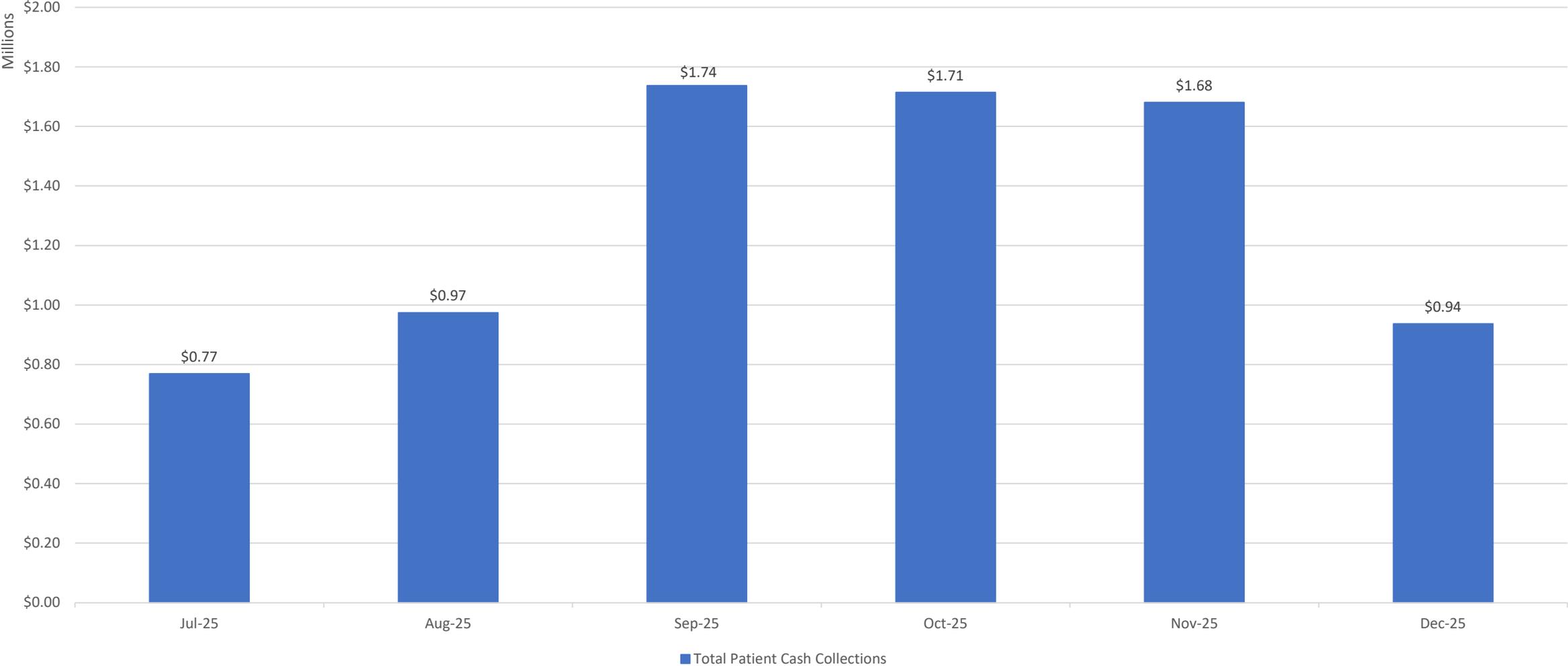
# Labor Metrics



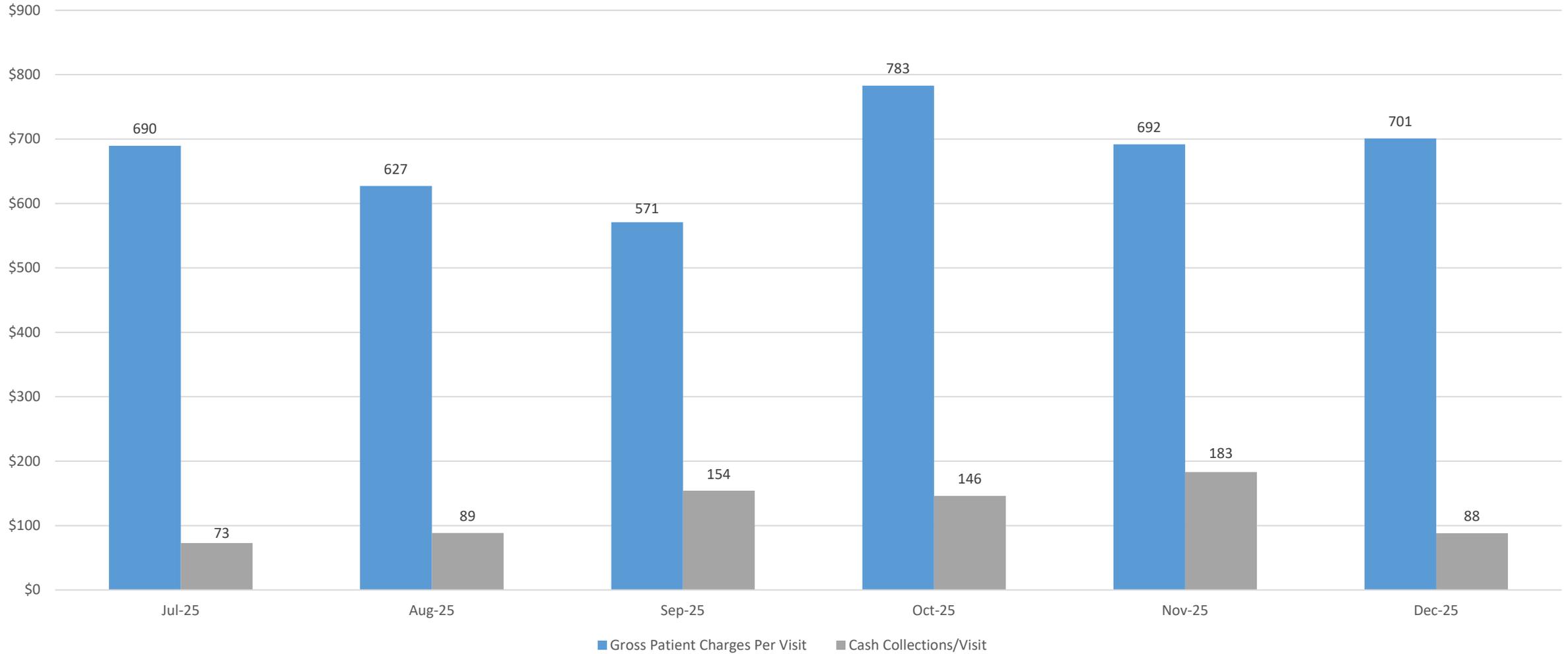
# CHC Revenue



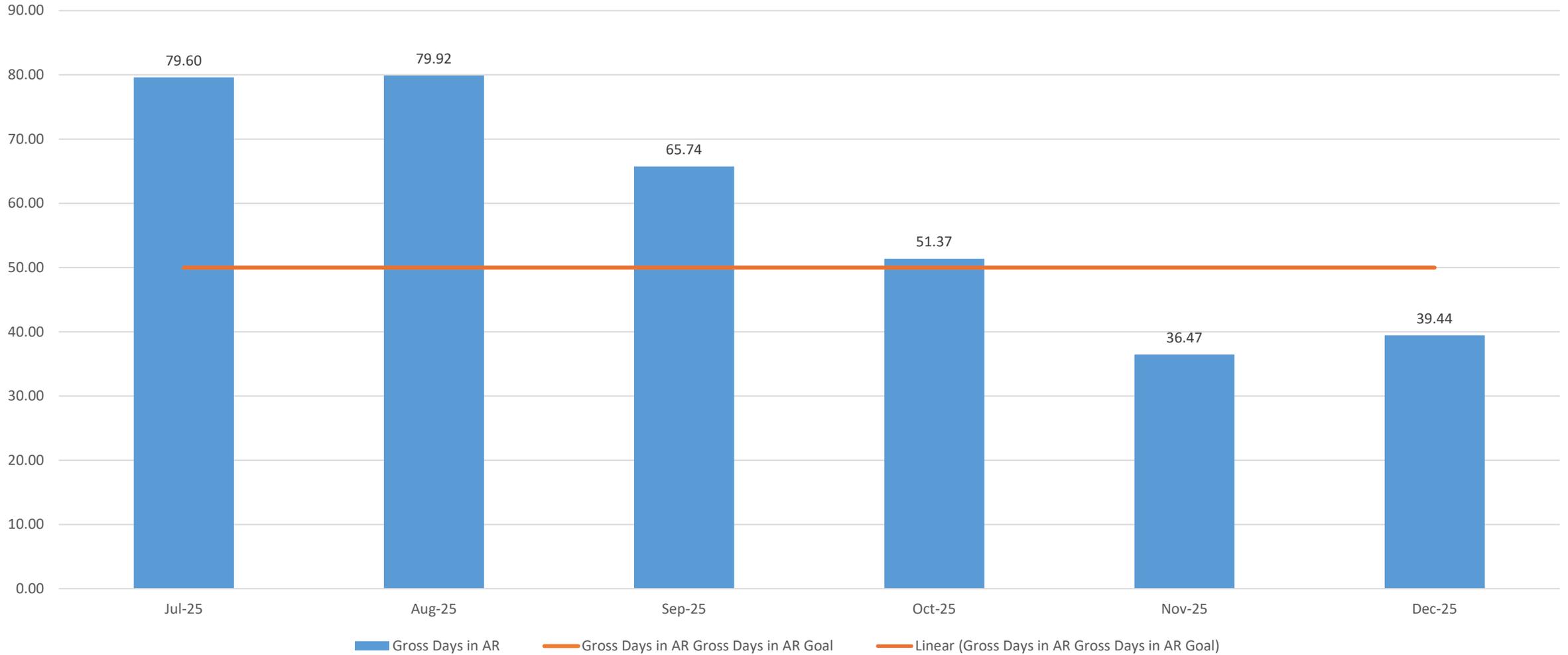
### Patient Cash Collections



### Gross Patient Charges Per Visit and Cash Collections Per Visit



### Gross Days in A/R



**KERN MEDICAL OUTPATIENT HEALTH**  
**TRENDED INCOME STATEMENT**  
**OCTOBER 2025 - DECEMBER 2025**

	October Actual	November Actual	December Actual	December Budget	December Variance	December Variance %
<b>Operating Revenues:</b>						
<b>Gross Patient Revenue</b>						
<b>Outpatient</b>						
OP Self-Pay	\$54,495	\$59,111	\$74,736	\$36,354	\$38,382	105.6%
OP Self-Pay Professional Fees	41,205	41,073	30,012	32,302	(2,290)	(7.1%)
OP Commercial Fee-for-Service (FFS)	29,531	13,760	18,267	21,105	(2,837)	(13.4%)
OP Commercial Fee-for-Service (FFS) Professional Fees	25,936	15,801	16,895	23,162	(6,267)	(27.1%)
OP Commercial Managed Care (HMO/PPO)	485,455	338,100	390,164	328,167	61,997	18.9%
OP Commercial Managed Care (HMO) Professional Fees	448,145	287,279	320,343	402,639	(82,296)	(20.4%)
OP Workers' Compensation Fee-for-Service (FFS)	5,892	6,659	9,333	1,757	7,576	431.1%
OP Workers' Compensation Fee-for-Service (FFS) Professional Fees	18,996	19,440	11,177	11,807	(630)	(5.3%)
OP Medicare Fee-for-Service (FFS)	266,145	179,758	254,014	231,246	22,768	9.8%
OP Medicare Fee-for-Service (FFS) Professional Fees	359,114	214,751	267,423	270,285	(2,862)	(1.1%)
OP Medicare Managed Care (HMO)	17,656	12,542	14,651	15,627	(976)	(6.2%)
OP Medicare Managed Care (HMO) Professional Fees	24,021	14,491	14,240	16,784	(2,544)	(15.2%)
OP Medi-Cal Fee-for-Service (FFS)	213,799	125,746	152,942	158,750	(5,808)	(3.7%)
OP Medi-Cal Fee-for-Service (FFS) Professional Fees	112,396	80,818	82,117	120,300	(38,183)	(31.7%)
OP Medi-Cal Managed Care (HMO)	3,856,656	2,683,374	3,354,044	2,816,104	537,941	19.1%
OP Medi-Cal Managed Care (HMO) Professional Fees	2,357,679	1,653,111	1,933,250	2,001,991	(68,741)	(3.4%)
OP Other Government Fee-for-Service (FFS)	509,734	349,532	304,975	356,204	(51,229)	(14.4%)
OP Other Government Fee-for-Service (FFS) Professional Fees	374,615	264,005	247,945	368,887	(120,942)	(32.8%)
<b>Total Outpatient</b>	<b>9,201,470</b>	<b>6,359,351</b>	<b>7,496,531</b>	<b>7,213,472</b>	<b>283,059</b>	<b>3.9%</b>
<b>Total Gross Patient Revenue</b>	<b>9,201,470</b>	<b>6,359,351</b>	<b>7,496,531</b>	<b>7,213,472</b>	<b>283,059</b>	<b>3.9%</b>
<b>Patient Revenue Deductions</b>	<b>(7,637,220)</b>	<b>(5,278,261)</b>	<b>(6,222,121)</b>	<b>(5,989,260)</b>	<b>(232,861)</b>	<b>3.9%</b>
<b>Net Patient Revenue</b>	<b>1,564,250</b>	<b>1,081,090</b>	<b>1,274,410</b>	<b>1,224,213</b>	<b>50,197</b>	<b>4.1%</b>
<b>Total Indigent</b>	<b>693,653</b>	<b>616,510</b>	<b>670,005</b>	<b>897,974</b>	<b>(227,969)</b>	<b>(25.4%)</b>
<b>Other Income</b>	<b>2,555,864</b>	<b>2,885,522</b>	<b>2,633,223</b>	<b>2,666,360</b>	<b>(33,137)</b>	<b>(1.2%)</b>
<b>Total Operating Revenues</b>	<b>\$ 4,813,767</b>	<b>\$ 4,583,121</b>	<b>\$ 4,577,638</b>	<b>\$ 4,788,547</b>	<b>\$ (210,910)</b>	<b>(4.4%)</b>

KERN MEDICAL OUTPATIENT HEALTH  
 TRENDED INCOME STATEMENT  
 OCTOBER 2025 - DECEMBER 2025

	October Actual	November Actual	December Actual	December Budget	December Variance	December Variance %
<b>Operating Expenses:</b>						
Salaries	\$ 2,806,634	\$ 2,803,805	\$ 2,823,024	\$ 2,482,785	\$ 340,239	13.7%
Benefits	825,179	758,826	785,412	1,245,315	(459,903)	(36.9%)
<b>Total Salaries and Benefits</b>	<u>3,631,813</u>	<u>3,562,631</u>	<u>3,608,436</u>	<u>3,728,100</u>	<u>(119,664)</u>	<u>(3.2%)</u>
Physicians	585,418	474,736	393,965	491,257	(97,292)	-19.8%
Therapists	14,872	14,855	14,867	8,575	6,292	73.4%
<b>Total Medical Fees</b>	<u>600,290</u>	<u>489,591</u>	<u>408,832</u>	<u>499,832</u>	<u>(91,000)</u>	<u>(18.2%)</u>
Consulting	27,648	15,984	15,773	16,528	(755)	(4.6%)
Legal	668	4,746	13,212	1,909	11,303	592.1%
Other contracted services	47,478	8,282	45,100	36,508	8,592	23.5%
<b>Total Other Professional Fees</b>	<u>75,794</u>	<u>29,012</u>	<u>74,085</u>	<u>54,946</u>	<u>19,139</u>	<u>34.8%</u>
Computer software	35,942	33,993	36,132	39,108	(2,976)	(7.6%)
Food	5,143	4,371	4,248	5,592	(1,344)	(24.0%)
Office Supplies	9,105	3,837	8,119	10,335	(2,216)	(21.4%)
Minor Equipment	3,692	1,547	8,891	5,458	3,433	62.9%
Non-Medical Supplies	23,498	25,189	26,135	29,494	(3,359)	(11.4%)
Pharmaceuticals	74,649	23,080	36,522	48,767	(12,245)	(25.1%)
Surgery Supplies-General	1,519	1,897	651	4,047	(3,896)	(83.9%)
<b>Total Supplies</b>	<u>153,548</u>	<u>93,913</u>	<u>120,698</u>	<u>142,801</u>	<u>(22,103)</u>	<u>(15.5%)</u>
Conferences-Travel-Residents	135	-	-	3,649	(3,649)	(100.0%)
Licenses - Residents	1,092	65	834	2,396	(1,562)	(65.2%)
Laundry and Linen	2,483	2,116	2,033	2,953	(920)	(31.2%)
Medical Services	245	382	324	266	58	21.8%
Purchase Services	32,093	71,596	69,286	76,992	(7,707)	(10.0%)
Security	6,400	6,120	6,451	7,199	(749)	(10.4%)
Support & maintenance-IT Software	13,575	13,604	17,247	17,254	(7)	(0.0%)
<b>Total Purchased Services</b>	<u>56,022</u>	<u>93,883</u>	<u>96,174</u>	<u>110,709</u>	<u>(14,535)</u>	<u>(13.1%)</u>
Advertising	32	26	24	776	(752)	(96.9%)
Catering	574	329	487	3,309	(2,822)	(85.3%)
Insurance	6,669	5,552	5,636	2,217	3,419	154.2%
Licenses Permits and Taxes	4,563	3,199	4,801	2,337	2,464	105.4%
Repairs and Maintenance	31,609	15,798	9,901	7,388	2,513	34.0%
Utilities	11,875	9,190	21,191	5,457	15,734	288.3%
Dues and subscriptions	4,590	3,088	5,291	2,566	2,725	106.2%
Outside and online training	6,214	17,552	2,864	3,346	(482)	(14.4%)
Residents precept-rotations	3,969	24,090	4,886	1,607	3,279	204.0%
Recruiting	12,550	20,560	50	2,415	(2,365)	(97.9%)
Bank fees	2,227	2,053	2,830	949	1,881	198.2%
Equipment Rental	2,935	4,161	2,959	1,029	1,930	187.5%
Rent	153,370	153,370	153,370	175,278	(21,908)	(12.5%)
Interest Expense	55,123	55,123	55,123	43,486	11,637	26.8%
<b>Total Other Expenses</b>	<u>296,299</u>	<u>314,091</u>	<u>269,413</u>	<u>252,160</u>	<u>17,253</u>	<u>6.8%</u>
<b>Total Operating Expenses</b>	<u>4,813,767</u>	<u>4,583,121</u>	<u>4,577,638</u>	<u>4,788,547</u>	<u>(210,910)</u>	<u>(4.4%)</u>
<b>Net Income (Loss)</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>0.0%</u>

**KERN MEDICAL OUTPATIENT HEALTH  
INCOME STATEMENT  
FISCAL YEAR-TO-DATE  
JULY 2025 - DECEMBER 2025**

	<b>Year-to-Date Actual</b>	<b>Year-to-Date Budget</b>	<b>Year-to-Date Variance</b>	<b>Year-to-Date Variance %</b>
<b>Operating Revenues:</b>				
<b>Gross Patient Revenue</b>				
<b>Outpatient</b>				
OP Self-Pay	\$305,132	\$215,279	\$89,853	41.7%
OP Self-Pay Professional Fees	217,017	191,282	25,735	13.5%
OP Commercial Fee-for-Service (FFS)	126,490	124,975	1,515	1.2%
OP Commercial Fee-for-Service (FFS) Professional Fees	119,455	137,160	(17,704)	(12.9%)
OP Commercial Managed Care (HMO/PPO)	2,147,059	1,943,301	203,758	10.5%
OP Commercial Managed Care (HMO) Professional Fees	2,179,968	2,384,297	(204,330)	(8.6%)
OP Workers' Compensation Fee-for-Service (FFS)	39,600	10,406	29,193	280.5%
OP Workers' Compensation Fee-for-Service (FFS) Professional Fees	88,882	69,914	18,968	27.1%
OP Medicare Fee-for-Service (FFS)	1,407,329	1,369,365	37,964	2.8%
OP Medicare Fee-for-Service (FFS) Professional Fees	1,636,536	1,600,540	35,996	2.2%
OP Medicare Managed Care (HMO)	92,083	92,536	(453)	(0.5%)
OP Medicare Managed Care (HMO) Professional Fees	101,423	99,392	2,031	2.0%
OP Medi-Cal Fee-for-Service (FFS)	855,693	940,067	(84,374)	(9.0%)
OP Medi-Cal Fee-for-Service (FFS) Professional Fees	593,715	712,378	(118,663)	(16.7%)
OP Medi-Cal Managed Care (HMO)	17,577,161	16,676,055	901,106	5.4%
OP Medi-Cal Managed Care (HMO) Professional Fees	11,776,215	11,855,146	(78,931)	(0.7%)
OP Other Government Fee-for-Service (FFS)	2,239,975	2,109,327	130,648	6.2%
OP Other Government Fee-for-Service (FFS) Professional Fees	2,127,884	2,184,431	(56,547)	(2.6%)
<b>Total Outpatient</b>	<b>43,631,618</b>	<b>42,715,853</b>	<b>915,765</b>	<b>13.2%</b>
<b>Total Gross Patient Revenue</b>	<b>43,631,618</b>	<b>42,715,853</b>	<b>915,765</b>	<b>2.1%</b>
<b>Patient Revenue Deductions</b>	<b>(36,214,242)</b>	<b>(35,466,472)</b>	<b>(747,770)</b>	<b>2.1%</b>
<b>Net Patient Revenue</b>	<b>7,417,376</b>	<b>7,249,380</b>	<b>167,996</b>	<b>2.3%</b>
<b>Total Indigent</b>	<b>4,092,251</b>	<b>5,317,502</b>	<b>(1,225,250)</b>	<b>(23.0%)</b>
<b>Other Income</b>	<b>16,210,613</b>	<b>15,789,296</b>	<b>421,316</b>	<b>2.7%</b>
<b>Total Operating Revenues</b>	<b>\$ 27,720,240</b>	<b>\$ 28,356,178</b>	<b>\$ (635,938)</b>	<b>(2.2%)</b>

KERN MEDICAL OUTPATIENT HEALTH  
INCOME STATEMENT  
FISCAL YEAR-TO-DATE  
JULY 2025 - DECEMBER 2025

	Year-to-Date Actual	Year-to-Date Budget	Year-to-Date Variance	Year-to-Date Variance %
<b>Operating Expenses:</b>				
Salaries	\$ 15,842,777	\$ 14,702,248	\$ 1,140,529	7.8%
Benefits	5,103,240	7,374,353	(2,271,113)	(30.8%)
<b>Total Salaries and Benefits</b>	<u>20,946,017</u>	<u>22,076,601</u>	<u>(1,130,584)</u>	<u>(5.1%)</u>
Physicians	\$ 3,214,847	2,909,064	305,783	10.5%
Therapists	64,478	50,780	13,698	27.0%
<b>Total Medical Fees</b>	<u>3,279,325</u>	<u>2,959,844</u>	<u>319,481</u>	<u>10.8%</u>
Consulting	114,856	97,876	16,980	17.3%
Legal	29,823	11,307	18,516	163.8%
Other contracted services	268,084	216,191	51,893	24.0%
<b>Total Other Professional Fees</b>	<u>412,762</u>	<u>325,373</u>	<u>87,389</u>	<u>164.8%</u>
Computer software	213,010	231,585	(18,576)	(8.0%)
Food	27,465	33,115	(5,649)	(17.1%)
Office Supplies	43,684	61,199	(17,515)	(28.6%)
Minor Equipment	49,329	32,321	17,008	52.6%
Non-Medical Supplies	170,937	174,656	(3,719)	(2.1%)
Pharmaceuticals	269,942	288,780	(18,838)	(6.5%)
Surgery Supplies-General	9,393	23,966	(14,573)	(60.8%)
<b>Total Supplies</b>	<u>783,760</u>	<u>845,623</u>	<u>(61,863)</u>	<u>(7.3%)</u>
Conferences-Travel-Residents	3,559	21,606	(18,048)	(83.5%)
Licenses - Residents	10,395	14,189	(3,793)	(26.7%)
Laundry and Linen	14,980	17,486	(2,506)	(14.3%)
Medical Services	2,296	1,575	721	45.8%
Purchase Services	366,977	455,924	(88,946)	(19.5%)
Security	37,663	42,630	(4,966)	(11.6%)
Support & maintenance-IT Software	92,912	102,175	7,991	9.4%
<b>Total Purchased Services</b>	<u>528,782</u>	<u>655,583</u>	<u>(109,547)</u>	<u>(16.7%)</u>
Advertising	6,815	4,596	2,219	48.3%
Catering	18,182	19,022	(841)	(4.4%)
Insurance	36,487	18,864	17,623	93.4%
Licenses Permits and Taxes	33,286	8,102	25,185	310.9%
Repairs and Maintenance	121,001	43,438	77,563	178.6%
Utilities	93,455	32,328	61,126	189.1%
Dues and subscriptions	29,859	15,312	14,547	95.0%
Outside and online training	45,433	19,967	25,466	127.5%
Residents precept-rotations	49,254	9,590	39,664	413.6%
Recruiting	48,993	14,409	34,584	240.0%
Bank fees	14,758	5,661	9,097	160.7%
Equipmet Rental	21,109	6,415	14,694	229.1%
Rent	920,220	1,037,938	(117,718)	(11.3%)
Interest Expense	330,742	257,513	73,230	28.4%
<b>Total Other Expenses</b>	<u>1,769,594</u>	<u>1,493,154</u>	<u>276,439</u>	<u>18.5%</u>
<b>Total Operating Expenses</b>	<u>27,720,240</u>	<u>28,356,178</u>	<u>(635,939)</u>	<u>(2.2%)</u>
<b>Net Income (Loss)</b>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>0.0%</u>



**BOARD OF DIRECTORS  
COMMUNITY HEALTH CENTER  
REGULAR MEETING**

February 25, 2026

**Subject:** Kern County Hospital Authority Community Health Center Executive Director Report

**Recommended Action:** Receive and File

**Summary:**

The Executive Director of the Kern County Hospital Authority Community Health Center will provide your Board with a clinic-wide update.

# MISCELLANEOUS CORRESPONDENCE



February 18, 2026

Kern County Hospital Authority  
Community Health Center  
Attention: Marisol Urcid  
[Marisol.Urcid@kernmedical.com](mailto:Marisol.Urcid@kernmedical.com)

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

A copy of the approved Licensed Independent Practitioner Credentialing and Compliance Attestation is attached along with the Tracking Page.

Sincerely,

*Mona A. Allen*

Mona A. Allen  
Kern County Hospital Authority  
Board Coordinator



February 18, 2026

To: The Board of Governors  
From: Erica Lawson, HR Manager  
Subject: Licensed Independent Practitioner Credentialing and Compliance  
Attestation

Dear Board Members:

This letter serves as formal attestation that all Licensed Independent Practitioners listed on the attached roster for Kern Medical Outpatient Health have successfully completed and met all organizational credentialing and compliance requirements as outlined below.

**1. Credentialing Verification**

Each practitioner has undergone and met all credentialing standards as required by Kern Medical Outpatient Health, including verification of licensure, education, training, certifications, and work history.

**2. Fitness for Duty**

All practitioners have attested to being medically fit for duty, free from any health conditions or substance use disorders that would impair their ability to perform their professional duties safely and effectively.

**3. Job Description Review**

Each practitioner has reviewed and attested to their current job description, confirming their understanding of and ability to perform all essential job functions.

**4. HIPAA Privacy & Confidentiality Compliance**

All practitioners have read, understood, and agreed to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and organizational policies regarding the protection of Protected Health Information (PHI).

Members, Board of Governors  
February 18, 2026  
Page 2

Based on the completion and verification of the above requirements, I hereby attest that all Licensed Independent Practitioners currently listed on the attached roster are:

- Credentialed and in good standing with Kern Medical Outpatient Health.
- Medically and professionally fit for duty.
- In compliance with organizational privacy and confidentiality standards.
- Acknowledged and attested to their respective job descriptions.

I further attest that documentation of all other licensed clinical staff completed attestations, fitness for duty, and HIPAA compliance forms are maintained in the personnel and credentialing files and are available for review upon request.

Respectfully Submitted,

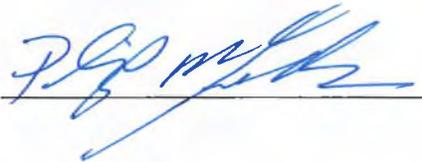
  
Erica Lawson

Human Resources Manager

Date: 2-11-26

**Kern Medical Outpatient Health  
Approval Signatures**

Board of Governors Approval:

Signature:  Date: 2-18-26

Kern County Hospital Authority  
Board of Governors

**TRACKING PAGE**

11:30 A.M.  
Wednesday, February 18, 2026

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BOARD COORDINATOR

CLOSED SESSION

Item 32 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 PELZ, SECOND BY DIRECTOR POLLARD; 1 ABSENT - BERJIS), THE BOARD APPROVED ALL CREDENTIALING RECOMMENDATIONS; NO OTHER REPORTABLE ACTION TAKEN



February 18, 2026

Kern County Hospital Authority  
Community Health Center  
Attention: Marisol Urcid  
[Marisol.Urcid@kernmedical.com](mailto:Marisol.Urcid@kernmedical.com)

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

A copy of the approved Other Clinical Staff Credentialing and Compliance Attestation is attached along with the Tracking Page.

Sincerely,

*Mona A. Allen*

Mona A. Allen  
Kern County Hospital Authority  
Board Coordinator



February 18, 2026

To: The Board of Directors  
From: Erica Lawson, HR Manager  
Subject: Other Clinical Staff Credentialing and Compliance Attestation

Dear Board Members:

This letter serves as formal attestation that all other clinical staff listed on the attached roster for Kern Medical Outpatient Health have successfully completed and met all organizational credentialing and compliance requirements as outlined below.

1. Credentialing Verification

Each other clinical staff has undergone and met all credentialing standards as required by Kern Medical Outpatient Health, including verification of licensure, education, training, certifications, and work history.

2. Fitness for Duty

All other clinical staff have attested to being medically fit for duty, free from any health conditions or substance use disorders that would impair their ability to perform their professional duties safely and effectively.

3. Job Description Review

Each other clinical staff has reviewed and attested to their current job description, confirming their understanding of and ability to perform all essential job functions.

4. HIPAA Privacy & Confidentiality Compliance

All other clinical staff have read, understood, and agreed to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and organizational policies regarding the protection of Protected Health Information (PHI).

Based on the completion and verification of the above requirements, I hereby attest that all other clinical staff currently listed on the attached roster are:

Members, Board of Governors

February 18, 2026

Page 2

- Credentialed and in good standing with Kern Medical Outpatient Health.
- Medically and professionally fit for duty.
- In compliance with organizational privacy and confidentiality standards.
- Acknowledged and attested to their respective job descriptions.

I further attest that documentation of all other licensed clinical staff completed attestations, fitness for duty, and HIPAA compliance forms are maintained in the personnel and credentialing files and are available for review upon request.

Respectfully Submitted,



Erica Lawson

Human Resources Manager

Date: 2.11.26

**Kern Medical Outpatient Health  
Approval Signatures**

Board of Governors Approval:

Signature:  Date: 2-18-26

Kern County Hospital Authority  
Board of Governors

**TRACKING PAGE**

11:30 A.M.  
Wednesday, February 18, 2026

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BOARD COORDINATOR

CLOSED SESSION

Item 32 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 PELZ, SECOND BY DIRECTOR POLLARD; 1 ABSENT - BERJIS), THE BOARD APPROVED ALL CREDENTIALING RECOMMENDATIONS; NO OTHER REPORTABLE ACTION TAKEN



February 18, 2026

Kern County Hospital Authority  
Community Health Center  
Attention: Marisol Urcid  
[Marisol.Urcid@kernmedical.com](mailto:Marisol.Urcid@kernmedical.com)

Re: Proposed retroactive Subscription Agreement with Keona Health, Inc., an independent contractor, containing nonstandard terms and conditions, for implementation of a nurse triage platform and call center from February 3, 2026 through February 2, 2029, in an amount not to exceed \$182,000 –

A copy of the approved Subscription Agreement 07626 with Keona Health, Inc. is attached along with the Tracking Page.

Sincerely,

*Mona A. Allen*

Mona A. Allen  
Kern County Hospital Authority  
Board Coordinator

## SUBSCRIPTION AGREEMENT

**THIS SUBSCRIPTION AGREEMENT** (this "Agreement") is made and entered into this 3<sup>rd</sup> day of February, 2026 (the "Effective Date"), by and between Kern Medical, a [corporation/limited liability company] (the "Client"), and **KEONA HEALTH, INC.**, a Delaware corporation ("Keona Health"). Each of Client and Keona Health shall be referred to hereto as a "Party" and collectively the "Parties."

### AGREEMENT

In consideration of the mutual obligations contained in this Agreement, the Parties hereto agree for themselves, their successors and permitted assigns as follows:

### ARTICLE I

#### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Agent" means each User that has been granted an "Interviewer," "Nurse," or "Manager" role and permissions within the CareDesk Tool.

"Client Systems" means Client's electronic systems to be integrated, identified on **Schedule D**.

"Clinical Content" means those patient triage protocols identified in **Schedule A** and subscribed to by Client pursuant to this Agreement which the CareDesk tool presents when Client provides patient support using the CareDesk tool.

"Content" means Clinical Content and any other content identified and obtained by Client which the CareDesk tool presents when Client provides patient support using the CareDesk tool.

"Data" means the electronic medical data and/or information submitted by Client (including, without limitation, Client's Providers and staff) and each of Client's customers to the Service.

"Documentation" means the online user guide for the Service, as updated from time to time by Keona Health.

"Fee" means, for each month of the Term, an amount equal to the total number of Agent subscriptions for the Service as of the applicable Payment Date *multiplied by* the Per Agent Rate as of the applicable Payment Date.

"CareDesk tool" means call center support software provided by Keona Health and which presents Content.

"Initial Payment Date" means the first date on which a payment by Client is due, and shall be the Effective Date.

"Keona Health Acceptable Use Policy" means the acceptable use policy set forth at <https://www.keonahealth.com/acceptable-use-policy>.

"Order Form" means a mutually executed ordering document setting forth the purchases made by Client under this Agreement. Schedule A attached to this Agreement also constitutes an Order Form even

though it is not separately executed by the parties. All Order Forms are hereby incorporated into and governed by the terms of this Agreement.

“Payment Date” means the Subscription Date for such Application and (i) if the Fee for the Service is required by Keona Health to be paid on a monthly basis, the first business day of each successive month after the Subscription Date or (ii) if the Fee for the Service is required by Keona Health to be paid on an annual basis, each anniversary of the Subscription Date for the Service.

“Per Agent Rate” means the per Agent subscription rate applicable for the Service, as updated from time to time by Keona Health. The Per Agent Rate for the Service as of the Effective Date is set forth on **Schedule A**.

“Professional Services” means any implementation, training, consulting or other professional services set forth on an applicable Order Form, including without limitation any integration services to integrate the Service into the Client EHR; provided that Professional Services do not include Support Services.

“Service” means any Clinical Content and the CareDesk tool subscribed to by Client pursuant to the terms of this Agreement, including any modifications, enhancements and updates to such Clinical Content or CareDesk tool as well as all training materials and other deliverables provided by Keona Health in its provision of Professional Services.

“Subscription Date” means the date that Client initially subscribes to the Service and (i) if the Fee for the Service is required by Keona Health to be paid on a monthly basis, defined as the Effective Date or (ii) if the Fee for the Service is required to be paid on an annual basis, defined as the date Keona Health first trains the Client, or ninety (90) days after the Effective Date, whichever comes first.

“User” means each individual user identified by Client that has been granted a login to the Service.

## **ARTICLE II ACCESS TO THE SERVICE; SUPPORT**

### **2.1 Subscription; Reservation of Rights.**

(a) *Subscription to CareDesk tool.* Subject to the terms of this Agreement (including, without limitation, the limitations described in this **Section 2.1(a)**), and as long as Client pays all of the fees to Keona Health as described hereunder, Keona Health grants Client and its Users a limited, non-exclusive, non-transferable, right to access and use the CareDesk tool to be used solely in connection with patient triage and other patient support through call center services offered by the Client and for no other purpose.

(b) *Subscription to Clinical Content.* Subject to the terms of this Agreement (including, without limitation, the limitations described in this **Section 2.1(b)**), and as long as Client pays all of the fees to Keona Health as described hereunder, Keona Health grants Client and its Users a limited, non-exclusive, non-transferable, right to access and use the Clinical Content identified on **Schedule A** solely in connection with Client’s subscription to CareDesk tool and for no other purpose. Subject to the terms of this Agreement, Client may modify the Clinical Content to meet its own specifications. Client is expressly prohibited from (i) sublicensing or distributing any rights to the Clinical Content or (ii) using the Clinical Content except when using the CareDesk tool.

(c) *Limitations and Obligations:*

(i) Unless otherwise specified herein or in any applicable Order Form: (A) access and use of the Service shall be limited to the number of Agent subscriptions purchased by Client from Keona Health; and (ii) if additional Agent subscriptions are required, Client shall purchase such additional Agent subscriptions by mutual execution of an applicable Order Form and each such additional Agent subscription shall terminate on the same date as Client's then-existing Agent subscriptions. Agent subscriptions are for designated Agents and cannot be shared or used by any other person. Agent subscriptions may be reassigned to new Agents replacing former Agents who no longer require ongoing use of the Service.

(ii) Prior to any use of the Service by a User or any User employee (each, a "User"), each such User will be required to register with the Service. Part of the registration process will require each User to agree to the Keona Health Terms of Use ("Terms of Use"), a copy of which has been provided to Client (and may be subject to change from time to time). Client acknowledges and agrees that its use of the Service (as well as the use by its Users) shall be subject to the Terms of Use.

(iii) Other than access by Users who have agreed to the Terms of Use, no other right to access to or use the Service is granted under this Agreement, and Client shall not attempt to access or use the Service other than through its Users and for the intended purpose of the Service. Client shall not provide access to the Service to any third party that is not a User.

(iv) Client shall: (A) be responsible for each Users' compliance with this Agreement; (B) be solely responsible for the accuracy, quality, integrity and legality of the Data and of the means by which Client acquired the Data; (C) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Keona Health promptly of any such unauthorized access or use; (D) use the Service only in accordance with the Documentation and all applicable federal, state and local laws, regulations, governmental orders, decrees and other governmental requirements; (E) not make the Service available to anyone other than Users, provided that in each such instance that Client shall ensure that such individual shall use the Service only in accordance with the Documentation and this Section 2.1(c)(iv); (F) not modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service (provided, however, that Client may modify Clinical Content pursuant to Section 2.1(b) above and may modify the CareDesk tool after obtaining the prior written consent of Keona Health); (G) not use the Service to store or transmit infringing, libelous, threatening, obscene, pornographic, indecent, hateful or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (H) not interfere with or disrupt the integrity or performance of the Service; including without limitation, using the Service to spam or distribute malware or other harmful computer program routines; (I) not access the Service in order to build a competitive product or service, copy any features, functions or graphics of the Service or monitor the availability and/or functionality of the Service for any benchmarking or competitive purposes; (J) use the Service where failure of the Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; (K) comply the terms of the Keona Health Acceptable Use Policy; and (L) not assist nor encourage anyone to do any of the above.

(d) *Reservation of Rights.* Client acknowledges and agrees that Keona Health retains all ownership right, title, and interest in and to the Service, including (without limitation) all corrections, enhancements, improvements to, or derivative works of the Service (collectively, "Derivative Works"), and in all copyrights, patents, patent rights, trade secrets, trademarks and other intellectual property rights in or to the Service, and the Service must prominently display applicable copyright notices. To the extent any Derivative Work is developed by Keona Health based upon ideas or suggestions submitted by Client to

Keona Health or based on the joint effort or collaboration of the parties, Client hereby irrevocably assigns all rights to modify or enhance the Service using such ideas or suggestions or joint contributions to Keona Health, together with all copyrights, trade secrets, trademarks, patents, patent rights and other intellectual property rights related to such Derivative Works. No rights to the Service are granted to Client hereunder other than as expressly set forth herein. Client hereby grants Keona Health a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use any Data in an aggregate and anonymized manner for reviewing performance with Client, offering advice to Client, guiding Client regarding the services to be delivered, and improving Keona Health's offerings.

(e) *Suggestions*. Keona Health shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service and/or any new product any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the Service.

2.2 *Support*. During the Term Keona Health shall provide to Client telephone and e-mail support with regard to the CareDesk tool ("Support Services") as set out on **Schedule C**.

### **ARTICLE III PROFESSIONAL SERVICES, BRANDING AND MARKETING**

3.1 *Professional Services*. Keona Health shall use commercially reasonable efforts to provide the Professional Services to Client. Notwithstanding the foregoing, Client and any owners of Client Systems as set out in **Schedule D** shall provide all reasonably requested assistance necessary for Keona Health to successfully complete the Professional Services, including without limitation, providing access to (and assistance of) all Client information technology resources and personnel reasonably required to ensure successful project completion. Any changes to contracted Professional Services must be reflected in an additional Order Form or mutually executed change order to be effective.

3.2 *Branding*. Keona Health shall create and maintain a Client branded (*i.e.*, private label) version of the Service for Client, which shall include data entry screen(s) with such logos or other indicators of Client as the parties mutually agree. Notwithstanding the foregoing, Client acknowledges and agrees that Keona Health shall be permitted to display a credit and/or attribution on such Client branded version of the Service, which as of the Effective Date will be substantially in the form of: "*Powered by [Insert visual representation of Keona Health logo]*". All Clinical Content subscribed to by Client shall also display a credit and/or attribution on such Client branded version of the Clinical Content crediting the author or authors of the applicable Clinical Content and stating that such Clinical Content is protected by copyright.

3.3 *Use of Trademarks*: In order to facilitate the branding and marketing described in **Section 3.2**, Client hereby grants to Keona Health a non-exclusive, non-transferable, non-sublicensable right to use and display its trademarks, service marks, and logos (the "Client Marks") for the sole purpose of fulfilling its obligations hereunder. The nature and quality of Keona Health's use of the Client Marks shall (i) be of a quality consistent with Client's past practice and in a manner consistent with the goodwill and reputation of Client; and (ii) include all notices and legends with respect to the Client Marks as are requested by Client or required by applicable federal, state and/or local laws. Client shall agree in writing to any use of or display of any Client Marks. Client shall at all times reserve the right to prohibit any use of its Client Marks that it deems unacceptable, in its sole discretion. Keona Health acknowledges and agrees that it has no right or interest in any goodwill in the Client Marks that is created through the activities contemplated under this Agreement, and that all such goodwill shall accrue to the benefit of Client. Keona Health shall not attempt to register any Client Marks anywhere in the world without the prior written consent of Client.

**ARTICLE IV  
PAYMENT AND FEES**

4.1 Fees.

(a) *Subscription Fees.* Client shall pay the applicable Fees for the Service on each Payment Date. Notwithstanding the foregoing, each time Client increases the number of Agent subscriptions for the Service during the Term, Client shall pay to Keona Health an additional fee in an amount equal to the number of additional Agent subscriptions purchased for the Service *multiplied by* the then-current Per Agent Rate. During the Term Client shall establish and maintain an ACH auto debit, in form acceptable to Keona Health, which shall ensure that each Fee is paid to Keona Health on each applicable Payment Date during the Term.

(b) *Non-Recurring Fees.* Client shall pay to Keona Health the non-recurring fees, if any, identified in any Order Form. Client shall pay such non-recurring fees in the amount, and in accordance with the payment terms, specified in the applicable Order Form. Except as otherwise expressly provided in an applicable Order Form, all payments of fees for Professional Services hours expire if not used within the corresponding calendar quarter designated on the Order Form.

(c) *Clarifications.* Except as otherwise specified herein or in any applicable Order Form: (i) all fees are quoted and payable in United States dollars; (ii) all Fees are based on Agent subscriptions purchased and not actual usage; (iii) payment obligations are non-cancelable and fees paid are non-refundable; and (iv) the number of Agent subscriptions may only be decreased at the commencement of any Renewal Term (*i.e.*, not during any Renewal Term).

4.2 Invoices. Keona Health will deliver the initial invoice to the Client for Professional Services Fees plus the first recurring payment within 14 days of the Effective Date.

4.3 Late Payments. Unless otherwise specified herein or in any applicable Order Form, Client shall pay any fees due under this Agreement within thirty (30) days of receipt of an invoice from Keona Health.

4.4 Taxes and Additional Payments. In addition to all other fees payable under this Agreement, Client shall pay all taxes (other than taxes based on income), duties, import and export fees, and any other charges or assessments established by any government agency which are applicable to performance under this Agreement. Client agrees to indemnify and hold Keona Health harmless from any encumbrance, fine, penalty or other expense which Keona Health may incur as a result of Client's failure to pay such taxes, duties and fees as required hereunder.

4.5 Reimbursable Expenses. Client shall reimburse Keona Health for all costs and expenses incurred in connection with the performance of any Professional or Services requested by Client pursuant to this Agreement, including without limitation, expenses for travel, lodging, shipping, postage and courier services.

**ARTICLE V  
TERM AND TERMINATION**

5.1 Term. Unless otherwise terminated in accordance with this Agreement, (i) the initial term of this Agreement shall be for a period of 3 years from the Subscription Date (the "Initial Term") ;

5.2 Termination and/or Suspension by Keona Health. Keona Health may terminate this Agreement prior to the expiration of the Term if: (a) Client commits a material breach of this Agreement;

(b) Keona Health believes that Client's use of the Service represents a direct or indirect threat to the function or integrity of Keona Health's network, or anyone else's use of the Service; (c) reasonably necessary to prevent unauthorized access to the Data; or (d) to the extent necessary to comply with legal requirements; and Client fails to cure such breach or other listed issue within thirty (30) days after written notice of such breach or other listed issue is given by Keona Health, provided that if the breach involves a failure of Client to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. In addition to the foregoing, a breach of **Article VII** shall constitute a material breach of this Agreement for purpose of this Section and give rise to an immediate termination right by Keona Health. Without limiting the foregoing, in the event of a breach or other listed issue that gives rise to the right by Keona Health to terminate this Agreement, Keona Health may elect, as an interim measure, to suspend its performance hereunder (including, without limitation, Client's right to access the Service) until the breach is cured. Keona Health's exercise of its right to suspend performance shall be without prejudice to Keona Health's right to terminate this Agreement upon written notice to Client.

5.3 Termination by Client. Client may terminate this Agreement prior to the expiration of the Term if Keona Health commits a material breach of this Agreement.

5.4 Termination for Convenience. Client may terminate this Agreement by providing written notice sixty (120) days before each anniversary of the subscription date.

5.5 Effect of Termination. Upon any termination of this Agreement, Client shall remain obligated to pay all amounts accrued (but not yet paid) through the date of termination. Client acknowledges that Keona Health may charge such unpaid amounts to Client's ACH auto debit or otherwise bill Client for such unpaid amounts. In addition, the following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: **Articles IV, VII, and VIII**; and **Sections 2.1(d), 2.1(e), 6.1(e), 6.2 and 6.3.**

5.6 Other Remedies. Termination of this Agreement, or any of the obligations hereunder, by either Party shall be in addition to any other legal or equitable remedies available to such Party, except to the extent that remedies are otherwise limited hereunder.

## ARTICLE VI WARRANTIES AND INDEMNIFICATION

### 6.1 Warranties; Representations; Covenants; and Remedies.

(a) *Keona Health General Warranties & Covenants.* Keona Health warrants and covenants that: (i) Keona Health has full right, title and authority to enter into this Agreement; (ii) Keona Health shall comply in all material respects with all federal and state laws and regulations applicable to it (including those applicable to privacy and data security) when providing the Service hereunder; and (iv) the Service shall perform in all material respects in accordance with the Documentation.

(b) *Client Warranties & Covenants.* Client warrants and covenants that: (i) Client has full right, title and authority to enter into this Agreement; (ii) Client shall comply with all applicable federal and state laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, 42 U.S.C. § 17931, and all regulations promulgated thereunder, 45 C.F.R. Parts 160 through 164 (as modified from time to time, and collectively referred to herein with such Acts as "HIPAA") and any federal or state laws regarding telemedicine, the physician-patient relationship, e-prescribing, the use of online practices, and the practice of medicine across state lines; (iii) Client has entered into a business associate agreement with Keona Health, as required by HIPAA, in form and substance satisfactory to Keona Health, and shall comply with such business associate agreement; and (iv) Client shall immediately notify

Keona Health of any privacy or security breaches involving the Service, including any known unauthorized use of a user's account or password.

(c) *Disclaimer and Assumption.* Client assumes all responsibility for selecting the proper Content, including Clinical Content, necessary to achieve Client's specific goals and objectives. Neither Keona Health nor the authors, publisher or distributors of the Clinical Content warrant or guarantee the accuracy, safety, efficacy, or completeness of any of the Clinical Content. Client acknowledges that the Clinical Content, including any updates, should not be used unless it has been reviewed, amended as necessary and approved by a medical director or medical advisory panel responsible for overseeing its use by Client. The Clinical Content is not and cannot be perfect. Keona Health and the authors, publisher and distributors of the Clinical Content disclaim responsibility for any harmful consequence, loss, injury or damage associated with the use and application of information or advice contained in the Clinical Content. Client assumes full responsibility for acts or omissions arising out of the use or misuse of the Clinical Content and assumes all risks associated with using the Clinical Content. Use of the Clinical Content requires the intellect and judgment of the user. Therefore, the Clinical Content is most suitable for use by physicians and clinically experienced nurses, nurse practitioners, and physician assistants. All licensed health professionals should receive special training before using the Clinical Content. Non-licensed and non-health professionals (e.g., secretaries) should not use the Clinical Content. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 6.2 Indemnification.

(a) *Indemnity by Keona Health.* Keona Health shall defend, indemnify and hold harmless Client from any liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, cost and expenses, (including reasonable attorneys' fees) ("Losses") awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Client, resulting from any act or omission of Keona Health or its agents, and or in connection with any third party claim (each, a "Claim") alleging that Client's use of the Service as permitted hereunder infringes upon any United States patent, copyright or trademark of such third party, or misappropriates the trade secret of such third party; provided that Client (x) promptly gives Keona Health written notice of the Claim; (y) gives Keona Health sole control of the defense and settlement of the Claim (provided that Keona Health may not settle any Claim unless the settlement unconditionally releases Client of all liability); and (z) provides to Keona Health all reasonable assistance, at Keona Health's expense. Notwithstanding the foregoing, Keona Health shall have no liability or obligation with respect to any Claim that is based upon or arises out of (i) the use of the Service in combination with any software or hardware not expressly authorized by Keona Health, (ii) any modifications or configurations made to the Service by Client, except for modifications or configurations made to the CareDesk tool by Client made with the prior written consent of Keona Health, and/or (iii) any action taken by Client relating to use of the Service that is not permitted under the terms of this Agreement. This **Section 6.2(a)** states Client's exclusive remedy against Keona Health for any Claim of infringement or misappropriation of a third party's intellectual property rights.

### (b) *Indemnity by Client.*

(i) Client shall defend, indemnify and hold harmless Keona Health from any Losses awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Keona Health, in connection with any Claim alleging that (u) Client's use of the Service in violation of this Agreement infringes upon any United States patent, copyright or trademark of

such third party, or misappropriates the trade secret of such third party, or (v) Client violated Section 2.1(c) of this Agreement or any applicable federal and/or state law, rule or regulation; provided that Keona Health (x) promptly gives Client written notice of the Claim; (y) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally releases Keona Health of all liability); and (z) provides to Client all reasonable assistance, at Client's expense. This **Section 6.2(a)** states Keona Health's exclusive remedy against Client for any Claim of infringement or misappropriation of a third party's intellectual property rights.

(ii) Client shall defend, indemnify and hold harmless Keona Health and the authors, publisher and distributors of the Clinical Content from any Losses or Claim arising out of, from or related to any and all (u) advice, information, health reference information or materials, provided directly or indirectly by Client or a User as a result of the normal use and operation of the CareDesk tool or the Content (including Clinical Content); or (v) modifications to the CareDesk tool or the Clinical Content; provided that Keona Health (x) promptly gives Client written notice of the Loss or Claim; (y) gives Client sole control of the defense and settlement of the Claim (provided that Client may not settle any Claim unless the settlement unconditionally releases Keona Health, Health and the authors, publisher and distributors of the Clinical Content of all liability); and (z) provides to Client all reasonable assistance, at Client's expense.

6.3 Limitation of Liability. IN NO EVENT SHALL KEONA HEALTH, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO CLIENT IN EXCESS OF THREE TIMES (3X) THE AMOUNTS PAID BY CLIENT TO KEONA HEALTH PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE LAST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL KEONA HEALTH HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF KEONA HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. FURTHER, IN NO EVENT SHALL KEONA HEALTH BE LIABLE FOR DAMAGES TO ANY PARTY ARISING FROM OR RELATED TO ANY VIOLATIONS OR BREACHES OF ANY OF CLIENT'S OBLIGATIONS, REPRESENTATIONS COVENANTS OR WARRANTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THOSE OUTLINED IN **SECTION 6.1(b)** OF THIS AGREEMENT. KEONA HEALTH'S LICENSORS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, KEONA HEALTH'S LIABILITY FOR BREACH OF PRIVACY OR SECURITY OBLIGATIONS, BUSINESS ASSOCIATE AGREEMENT OBLIGATIONS, OR VIOLATIONS OF CLIENT'S INTELLECTUAL PROPERTY RIGHTS SHALL NOT EXCEED THE LIMITS OF KEONA HEALTH'S APPLICABLE PROFESSIONAL LIABILITY AND/OR CYBER LIABILITY INSURANCE COVERAGE, WHICH SHALL BE MAINTAINED AT A MINIMUM OF ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE.

CLIENT AGREES THAT THE SERVICE IS A CONTENT PRESENTATION TOOL ONLY, AND THAT THE SERVICE IS NOT INTENDED TO PROVIDE DIAGNOSES, PRACTICE GUIDELINES, ADVICE, OR PROTOCOLS FOR DELIVERING MEDICAL CARE. CLIENT FURTHER AGREES THAT NOTHING IN THE SERVICE OR ANYTHING ELSE PROVIDED PURSUANT TO THIS AGREEMENT CONSTITUTES OR IS INTENDED TO BE MEDICAL ADVICE OR A SUBSTITUTE FOR MEDICAL KNOWLEDGE OR JUDGEMENT. CLIENT FURTHER AGREES THAT IT SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION OF MEDICAL CARE PROVIDED BY IT, ITS USERS AND/OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS, AND SUPPLIERS IS

ACCURATE AND THAT ALL BILLING INFORMATION DELIVERED BY CLIENT TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR SHALL BE ACCURATE AND COMPLETE. NEITHER KEONA HEALTH NOR ITS VENDORS SHALL HAVE ANY RESPONSIBILITY AS A RESULT OF THIS AGREEMENT FOR DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN IN RENDERING MEDICAL CARE OR FOR INFORMATION PROVIDED TO ANY INSURANCE COMPANY, GOVERNMENTAL AGENCY, OR OTHER PAYOR.6.4 Insurance. Keona Health may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by Client:

(a) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the California Labor Code. This policy shall include employer's liability insurance with limits of at least one million dollars (\$1,000,000). Include a cover sheet stating the business is a sole proprietorship, if applicable.

(b) Commercial General Liability Insurance in the minimum amounts indicated below or such additional amounts as may be determined by the Client Risk Manager, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any Agreement with Client ), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Keona Health 's performance of work hereunder. The amount of said insurance coverage required hereunder shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(c) Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000).

The Commercial General Liability Insurance shall include an endorsement naming Client and Client 's board members, officials, officers, agents and employees as additional insureds. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. All insurance provided by Keona Health hereunder shall be primary to and not contributing to any other insurance maintained by Client for any claims arising out of Keona Health's, or its agents, acts or omissions.

## **ARTICLE VII CONFIDENTIALITY**

### **7.1 Confidentiality.**

(a) *Defining Confidential Information.* As used herein, "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 disclosure. For avoidance of doubt, Client's Confidential Information shall include the Data, Keona Health's Confidential Information shall include the Service, and the Confidential Information of each Party shall include the terms and conditions of this Agreement and all Schedules and Order Forms, 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 (other than Client's Data) shall 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, (iv) was independently developed by the Receiving Party, or (v) information required to be disclosed by law or legal process.

(b) *Protection of Confidential Information.* The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and will use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party 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 stringent than those herein.

(c) *Compelled Disclosure.* The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding, and Disclosing Party caused civil proceedings to be initiated and or objected to or delayed disclosure, Disclosing Party shall reimburse Receiving Party of any costs, attorney fees, or penalties owed as a result of any civil proceeding. Keona Health acknowledges that Client is a public entity organized under the laws of the state of California, nothing herein shall prevent Client from complying with any duty to disclose under the law or legal process.

## **ARTICLE VIII MISCELLANEOUS**

8.1 Non-Solicitation. During the Term and for a period of one year after the date on which this Agreement is terminated, Client agrees not to retain, hire, solicit for employment or consulting work or initiate employment or consulting discussions with any individual who is or, during the two years preceding any such solicitation or employment by Client, was employed by Keona Health.

8.2 Relationship of the Parties. Keona Health is performing pursuant to this Agreement only as an independent contractor. Keona Health has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the Parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Keona Health and Client. Keona Health shall not act or attempt to act or represent itself, directly or by implication, as an agent of Client or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Client or its affiliates.

8.3 Waiver. No failure or delay by either Party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

8.4 Assignment. Client shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any third party and any attempt to do so shall be null and void. Keona Health shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

8.5 Force Majeure. Subject to the limitations set forth below and except with respect to any payment obligations of Client, neither Party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software, insurrections, any

general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such Party (each, a “Force Majeure Event”). The occurrence of a Force Majeure Event shall not excuse the performance by a Party unless that Party promptly notifies the other Party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

8.6 Notices. Any notice, request, demand, consent, approval or other communication given pursuant to this Agreement (hereinafter “Notice”) shall be in writing and shall be sent by (a) personal delivery, (b) recognized commercial overnight courier, (c) telephone facsimile transmission or (d) registered or certified mail, return receipt requested, with postage and fees prepaid addressed to the Parties at their respective addresses as follows.

Client: Kern County Hospital Authority  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306  
Attn: Administration  
Facsimile: 661-326-2100

Keona Health: Keona Health, Inc.  
510 Meadowmont Village Circle  
Suite 250  
Chapel Hill, NC 27517  
Attn: Stephen Dean, COO  
Facsimile: (919) 246-8521

8.7 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

8.8 Reputable Hosting Provider. During the Term Keona Health may provide the Service using hosting services provided by Microsoft Corporation (“Microsoft”) or such other hosting provider that implements and maintains commercially reasonable security programs, policies, procedures, controls and technologies (“Hosting Provider”). Client hereby consents to Keona Health using such Hosting Provider to provide the hosting of the Service and acknowledges and agrees that: (a) Hosting Provider’s security programs, policies, procedures, controls, technologies, data backup and disaster recovery policies and procedures (for more information on Microsoft’s related policies, see <https://azure.microsoft.com/en-us/overview/trusted-cloud/>), are consistent with industry best practices thereby resulting in compliance with the requirements of this Agreement; (b) the hosting of the Service is subject to, and Client and its Users will comply with, the Hosting Provider’s terms of service (Microsoft’s terms of service are set forth at <https://azure.microsoft.com/en-us/support/legal/subscription-agreement-nov-2014/>); and (c) in no event will Keona Health have any liability under this Agreement for such hosting in excess of the liability of Hosting Provider in its terms of service.

8.9 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

8.10 Governing Law. . New York

8.11 Open Source Software. The Service may include individual open source software components, each of which has its own copyright and its own applicable license conditions, and the open source software is licensed under the terms of the applicable open source license conditions and/or copyright notices that can be found in the materials accompanying the Service and not this Agreement.

8.12 Entire Agreement. This Agreement, together with the Schedules attached hereto and incorporated herein and any Order Forms submitted by Client to Keona Health pursuant hereto, embodies the entire agreement and understanding of the Parties with respect of the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated hereby. This Agreement may be amended, modified or supplemented only by written agreement of all of the Parties hereto.

8.13 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (*e.g.*, “pdf” or “tif” file format) shall be effective as delivery of a manually executed counterpart of this Agreement.

8.14 Liabilities of Client. The liabilities or obligations of Client with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of User and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.

8.15 Non-collusion Covenant. Keona Health represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Client. Client has received no incentive or special payments, nor considerations, not related to the provision of services under this Agreement from Client.

8.16 Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this Agreement, Keona Health shall make available, upon written request of the Secretary of the United States Secretary of Health and Human Services (“Secretary”) or the Comptroller General of the United States General Accounting Office (“Comptroller General”), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Keona Health provided under this Agreement. Keona Health further agrees that if it carries out any of its duties under 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, that such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

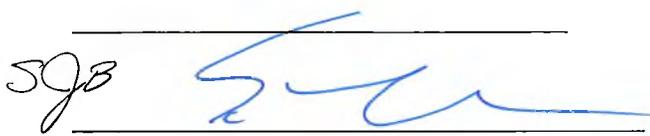
8.17 Audits, Inspection and Retention of Records. Keona Health agrees to maintain and make available to Client, accurate books and records relative to Keona Health’s provision of Services under this Agreement. Keona Health shall permit Client to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement upon thirty (30) days’ prior written notice, during normal business hours, no more than once per calendar year (except in the event of suspected fraud or material breach). Keona Health shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. Audits shall be subject to reasonable confidentiality protections. Client shall bear its own costs of conducting such audits unless the audit reveals a billing

discrepancy of more than five percent (5%) in Client's favor, in which case Keona Health shall reimburse Client's reasonable audit costs. The state of California or any federal agency having a direct regulatory interest in the subject of this Agreement shall have the same rights conferred upon Client herein subject to the same limitations.

8.18 Health Insurance Portability and Accountability Act-HITECH. Keona Health understands that Client is a Covered Entity that provides medical and mental health services and that I have no authorization to obtain access to any Protected Health Information ("PHI") in any form. If, in the course of my services, I see or hear any PHI, this PHI is to be treated as private and confidential, including the fact that a person has visited this facility(ies) or receives (or previously received) services from Client. The privacy and confidentiality of Client's patients are protected by Client policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate Keona Health agrees to execute a business associate agreement with Client to supplement this Agreement if requested, subject to the Parties' agreement upon terms and conditions of the business associate agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 0 first above written.



Authorized Signature

Scott Thygeron  
Name (type or print)

Chief Executive Officer  
Title

**KEONA HEALTH, INC.**

  
Authorized Signature

Oakkar Oakkar  
Name (type or print)

CEO  
Title

**SCHEDULE A**  
**PER AGENT RATE**

Per Agent Rate. The Per Agent Rate for the Initial Term will be \$250 per non-clinical Agent per month and \$250 per clinical Agent per month.

The total number of non-clinical Agents starting in 2026 is eight (8) and the total number of clinical Agents starting in 2026 is ten (10).

<b>Product</b>	<b>User Type</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Monthly Rate</b>
<b>Keona Care Desk Platform</b>	Clinical (Nurse Triage with STCC office-hour + after-hour guidelines)	10	\$250	\$2,000
	Non-Clinical (Keona's CareDesk CRM features)	8	\$250	\$2,500
<b>Annual Total</b>				\$54,000
<b>Implementation Fees</b>				<b>\$20,000</b>

**Payment Terms:**

The payment of \$74,000 is due on the Effective Date.

Notwithstanding the foregoing, unless otherwise notified in writing by Keona Health, the Per Agent Rate and Maintenance Fees shall increase by three percent (3%) on each successive anniversary of the Effective Date.

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**SCHEDULE B**  
**PROFESSIONAL SERVICES**

**Standard Service Fees** are \$200/hr

**Standard training** involves providing the following:

Comprehensive training videos

Step-by-step guides

Samples from other clients

Generic instruction guides that can be customized.

It also includes 4 hours of personal training from one of Keona Health's experts. The client can choose any combination of the following types of training:

<b>Training Title</b>	<b>Description</b>	<b>Training Materials</b>
CareDesk Admin (except workflows)	Training on pieces required to set up the organization, including scheduling.	Comprehensive admin training video. Step-by-step guides
CareFlow Designer	<ul style="list-style-type: none"> <li>• Training in CareFlow Designer.</li> <li>• Step through sample workflows in Flow Designer.</li> <li>• Provide samples of multiple relevant workflows.</li> <li>• Discuss specific workflow questions and their potential structure.</li> </ul>	Demo videos, workflow samples (outline, diagram), links to other clients' PSS sites, new client's UAT site
Shadowing Session	<p>30-min to an hour of meetings with member(s) on the client's team that are assigned to set up scheduling</p> <p>Go over specific admin pieces, use cases, workflow nuances, other questions that client has</p>	N/A Shadow sessions involve Zoom meeting covering ad hoc use cases.
Train-the-Trainer	1-hour training on navigating CareDesk from an end-user's perspective	Training Slide Deck, generic guides (can be provided to client for them to customize)

**SCHEDULE C**  
**SUPPORT SERVICES**

**SCHEDULE D**  
**CLIENT SYSTEMS**

EHR: Integrate CareDesk with your Oracle Cerner EHR to create encounters directly in Keona Health, search Athena One for patient demographics and health data, and save documentation to patient's case.

Kern County Hospital Authority  
Board of Governors

**TRACKING PAGE**

11:30 A.M.  
Wednesday, February 18, 2026

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BOARD COORDINATOR

- 24) Proposed retroactive Subscription Agreement with Keona Health, Inc., an independent contractor, containing nonstandard terms and conditions, for implementation of a nurse triage platform and call center from February 3, 2026 through February 2, 2029, in an amount not to exceed \$182,000 –  
CHIEF AMBULATORY AND OUTREACH OFFICER RENEE VILLANUEVA AND CHIEF CO-CIO SANDY BAKICH HEARD REGARDING THE RETROACTIVITY OF ITEM 24; APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 07626  
**Anderson-Pollard: 6 Ayes; 1 Absent - Berjis**



February 18, 2026

Kern County Hospital Authority  
Community Health Center  
Attention: Marisol Urcid  
[Marisol.Urcid@kernmedical.com](mailto:Marisol.Urcid@kernmedical.com)

Re: Proposed retroactive Business Associate Agreement with Keona Health, Inc., an independent contractor, containing nonstandard terms and conditions, for implementation of a nurse triage platform and call center from February 3, 2026 through February 2, 2029, in an amount not to exceed \$182,000 –

A copy of the approved Business Associate Agreement 07726 with Keona Health, Inc. is attached along with the Tracking Page.

Sincerely,

*Mona A. Allen*

Mona A. Allen  
Kern County Hospital Authority  
Board Coordinator

## 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 VENDOR (“**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”), effective as of February 3, 2026 (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. To the extent that a Breach is caused by Business Associate's breach of its obligations under this BAA, Business Associate's liability for such Breach, including any costs of notification and remediation, shall be subject to the limitation of liability set forth in Section 6.3 of the Master Subscription Agreement between the Parties.

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

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

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

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

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

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

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

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

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

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

### **ARTICLE III OBLIGATIONS OF COVERED ENTITY**

3.1 Covered Entity's Obligations.

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

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

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

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

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

#### **ARTICLE IV TERM AND TERMINATION**

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

4.2 Termination of Underlying Agreement.

4.2.1 A material 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) a criminal conviction of Business Associate for a violation of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws has been entered or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

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

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

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

4.4 Disposition of Protected Health Information Upon Termination or Expiration.

4.4.1 Upon termination or expiration of this BAA, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe.

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

## **ARTICLE V MISCELLANEOUS**

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

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

5.3 Relationship to Underlying Agreement Provisions. In the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control.

Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement.

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

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

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

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

5.8 Indemnification. Subject to the limitations of liability set forth in Section 6.3 of the Underlying Agreement, Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its respective officers, directors, managers, members, employees and agents from and against any and all third-party losses, damages, fines, penalties, claims or causes of action and associated expenses (including, without limitation, costs of judgments, settlements, court costs and reasonable attorney's fees) resulting from Business Associate's (including its employees, directors, officers, agents, or other members of its Workforce, and its SubContractors) 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; provided that Covered Entity (i) provides Business Associate written notice of the claim within a reasonable period of time; (ii) gives Business Associate sole control of the defense and settlement of the claim (provided that Business Associate may not settle any claim unless the settlement unconditionally releases Covered Entity of all liability); and (iii) provides to Business Associate all reasonable assistance, at Business Associate's expense. This indemnification obligation shall not apply to claims arising from Covered Entity's breach

of its obligations under this BAA or the Underlying Agreement, or from Covered Entity's negligence or willful misconduct.

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:

VENDOR  
ADDRESS  
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: Chief Executive Officer  
Date: 2/3/2026

**BUSINESS ASSOCIATE:**

VENDOR

  
\_\_\_\_\_  
Title: CEO  
Date: 02/02/2026



Kern County Hospital Authority  
Board of Governors

**TRACKING PAGE**

11:30 A.M.  
Wednesday, February 18, 2026

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BOARD COORDINATOR

- 24) Proposed retroactive Business Associate Agreement with Keona Health, Inc., an independent contractor, containing nonstandard terms and conditions, for implementation of a nurse triage platform and call center from February 3, 2026 through February 2, 2029, in an amount not to exceed \$182,000 –  
CHIEF AMBULATORY AND OUTREACH OFFICER RENEE VILLANUEVA AND CHIEF CO-CIO SANDY BAKICH HEARD REGARDING THE RETROACTIVITY OF ITEM 24; APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 07726  
**Anderson-Pollard: 6 Ayes; 1 Absent - Berjis**