



## **AGENDA**

### **KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS**

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

**Regular Meeting**  
Wednesday, April 16, 2025

11:30 A.M.

#### **BOARD TO RECONVENE**

Board Members: Anderson, Berjis, McLaughlin, Merz, Pelz, Pollard, Stout  
Roll Call:

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

STAFF RECOMMENDATION SHOWN IN CAPS

#### PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

RECOGNITION

- 3) Presentation by the Chief Executive Officer recognizing Kern Medical Center nurses Jenny Wilson, MSN, RN, Exemplary Nurse Leader and Marie Ruffin, BSN, RN, Humanitarian Nurse Leader, Brock Beeney, BSN, RN, Lori Cantugan, RN, Virginia Killian, BSN, RN, Gloria Torres, BSN, RN, and Vannessa Jauregui, BSN, RN, honored by the Kern County Chapter of the Association of California Nurse Leaders on April 10, 2025  
HEAR PRESENTATION

ITEMS FOR CONSIDERATION

CA

- 4) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on March 19, 2025 –  
APPROVE

CA

- 5) Proposed reappointment of Directors Philip McLaughlin and Eric Merz to the Kern County Hospital Authority Board of Governors, terms to expire June 30, 2028 –  
REFER TO KERN COUNTY BOARD OF SUPERVISORS TO MAKE APPOINTMENTS

CA

- 6) Proposed Change Order to Schedule A-3 to Agreement 039-2021 with Healthcare Performance Group, Inc., an independent contractor, for information technology consulting services for the Kern County Hospital Authority Community Health Center for the period, September 2, 2024 through September 1, 2026, increasing the maximum payable by \$28,000, from \$267,620 to \$295,620, to cover the term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed Schedule A-5 to Agreement 29824 with Healthcare Performance Group, Inc., an independent contractor, for information technology consulting and training services related to the Electronic Health Record for the period September 2, 2024 through September 1, 2026, increasing the maximum payable by \$18,000, from \$295,620 to \$313,620, to cover the term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Amendment No. 6 to Master Service Agreement 30718 with JDM Solutions Inc., an independent contractor, for professional consulting services related to the Oracle Electronic Health Record for the period November 21, 2018 through April 30, 2026, increasing the maximum payable by \$714,456 from \$4,294,780 to \$5,009,236 to cover the term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN



CA

- 9) Proposed Ordering Document CPQ-3807903 with Oracle America, Inc., an independent contractor, for purchase of Altera telephone services from April 16, 2025 through December 31, 2027, in an amount not to exceed \$900 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed Service Contract with Sciton, Inc., an independent contractor, containing nonstandard terms and conditions, for laser device repairs, for a term of one year from June 3, 2025 through June 2, 2026, in an amount not to exceed \$23,876 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 11) Proposed Purchaser Specific Agreement with Health Trust Purchasing Group L.P. and Agiliti Surgical, Inc., independent contractors, for purchase of surgical equipment and maintenance for a term of three years from April 16, 2025 through April 15, 2028, in an amount not to exceed \$100,000 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 12) Proposed Resolution in the matter of institutional support for and commitment to the Kern Medical Center trauma program –  
APPROVE; ADOPT RESOLUTION

CA

- 13) Proposed retroactive Amendment No. 5 to Memorandum of Understanding 61320 with Kern Health Systems, an independent contractor, for the provision of translation services to Kern Medical Center patients for the period December 14, 2020 through December 31, 2024, extending the term from January 1, 2025 through February 27, 2028 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 14) Proposed Amendment No. 4 to Agreement 29216 with Beckman Coulter, an independent contractor, for service and maintenance of laboratory equipment for the period November 20, 2016 through April 19, 2025, extending the term for one year from April 20, 2025 through April 19, 2026, and increasing the maximum payable by \$165,000, from \$1,085,000 to \$1,250,000, to cover the term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 15) Proposed Service Order Form with Therapeutic Research Center, an independent contractor, containing nonstandard terms and conditions, for continuing education resources for the Pharmacy Department from April 16, 2025 through March 31, 2028, in an amount not to exceed \$20,930, plus applicable taxes and fees  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 16) Report on upcoming anticipated retroactive agreements –  
RECEIVE AND FILE

- 17) Proposed retroactive Master Service Agreement with Steris Instrument Management Service, Inc., an independent contractor, for service, maintenance and repair of surgical scopes and instruments from March 24, 2025 through March 23, 2028, in an amount not to exceed \$766,889, plus applicable tax and shipping –  
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN
- 18) Proposed retroactive Addendum to Agreement 79524 with Advanced Imaging Services, Inc., an independent contractor, for preventive maintenance, repairs and service to the Siemens MRI and trailer for the period January 1, 2025 through December 31, 2027, increasing the maximum payable by \$318,560, from \$541,440 to \$860,000, to cover the term –  
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN
- 19) Proposed retroactive Amendment No. 1 to Agreement 040-2023 with Desert Hand and Plastic Surgery PC, an independent contractor, for professional medical services in the Department of Surgery for the period April 9, 2023 through April 8, 2025, extending the term for three years from April 9, 2025 through April 8, 2028, and increasing the maximum payable by \$2,300,000, from \$1,200,000 to \$3,500,000, to cover the extended term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- 20) Proposed retroactive Amendment No. 2 to Agreement 041-2023 with Tarun Rustagi, M.D., a contract employee, for professional medical services in the Department of Medicine for the period March 16, 2023 through March 15, 2026, increasing the maximum payable by \$1,866,000, from \$3,860,435 to \$5,726,435, to cover the term, effective December 1, 2024 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN
- 21) Kern County Hospital Authority Chief Financial Officer report –  
RECEIVE AND FILE
- 22) Kern County Hospital Authority Chief Executive Officer report –  
RECEIVE AND FILE
- CA  
23) Monthly report on What's Happening at Kern Medical Center –  
RECEIVE AND FILE
- CA  
24) Claims and Lawsuits Filed as of March 31, 2025 –  
RECEIVE AND FILE

ADJOURN AS KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS; RECONVENE AS KERN MEDICAL SURGERY CENTER, LLC BOARD OF MANAGERS

C-25) Kern Medical Surgery Center, LLC, Administrative Report –  
RECEIVE AND FILE

C-26) Proposed credentialing recommendations –  
APPROVE

ADJOURN AS KERN MEDICAL SURGERY CENTER, LLC BOARD OF MANAGERS; RECONVENE AS KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 27) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 28) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540-GP –
- 29) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB –
- 30) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Melissa Perry, individually and as successor-in-interest of Decedent Kimberly Morrissey-Scalia, Plaintiff, et al., v. County of Kern, a municipal corporation, Kern County Hospital Authority, et al., United States District Court, Eastern District of California, Case No. 1:17-cv-01097-KES-CDB –
- 31) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Weatherby Locums, Inc., a Florida corporation v. Kern County Hospital Authority, United States District Court, Eastern District of California Case No. 1:20-cv-00949-JLT-CDB –
- 32) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Novarad Corporation, a Utah corporation, Plaintiff, v. Kern County Hospital Authority, Defendant, United States District Court, Eastern District of California Case No. 1:25-cv-00332-KES-CDB –
- 33) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, MAY 21, 2025 AT 11:30 A.M.

## **SUPPORTING DOCUMENTATION FOR AGENDA ITEMS**

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

## **AMERICANS WITH DISABILITIES ACT (Government Code Section 54953.2)**

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

CA

24) CLAIMS AND LAWSUITS FILED AS OF MARCH 31, 2025 –  
RECEIVE AND FILE

- A) Summons and Complaint in the matter of Novarad Corporation, a Utah corporation, Plaintiff, v. Kern County Hospital Authority, Defendant, United States District Court, Eastern District of California Case No. 1:25-cv-00332-KES-CDB
- B) Claim in the matter of Amir Berjis
- C) Summons and Complaint in the matter of Jennifer DeLuca, individually; M.D., a minor, by and through Guardian Ad Litem, Anthony DeLuca; G.D., a minor, by and through Guardian Ad Litem, Anthony DeLuca, Plaintiffs, v. Kern County Sheriff's Office, a public entity; Kern County, a public entity; Sheriff Donny Youngblood, in his individual and official capacities; Kern County Hospital Authority, a public entity; and Does 1 through 10, individually, jointly and severally, United States District Court, Eastern District of California Case No. 1:25-cv-01524-JLT-CDB
- D) Claim in the matter of Alyiaha Daniels
- E) Claim in the matter of Jason Chanhtrung Phan
- F) Claim in the matter of Amara Lynch
- G) Claim in the matter of Yulibeth Adriana Zarate
- H) Claim in the matter of Monique S. Soliz



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

April 16, 2025

**Subject:** Presentation by the Chief Executive Officer recognizing Kern Medical Center nurses Jenny Wilson, MSN, RN, Exemplary Nurse Leader and Marie Ruffin, BSN, RN, Humanitarian Nurse Leader, Brock Beeney, BSN, RN, Lori Cantugan, RN, Virginia Killian, BSN, RN, Gloria Torres, BSN, RN, and Vannessa Jauregui, BSN, RN, honored by the Kern County Chapter of the Association of California Nurse Leaders on April 10, 2025

**Recommended Action:** Hear Presentation

**Summary:**

On April 10, 2025, the Kern County Chapter of the Association of California Nurse Leaders held its annual awards program. Kern Medical had several employees that were nominated and two received prestigious awards. Congratulations to our nominees: Brock Beeney, BSN, RN; Lori Cantugan, RN; Virginia Killian, BSN, RN; Gloria Torres, BSN, RN; and, Vannessa Jauregui, BSN, RN. The Kern County Chapter awarded Jenny Wilson, MSN, RN with the 2025 RN of the Year Award in the category of Exemplary Nurse Leader and Marie Ruffin, BSN, RN with the 2025 RN of the Year Award in the category of Humanitarian. Ms. Wilson is the clinical nurse director for emergency services and Ms. Ruffin is a clinical nurse director in outpatient clinics. Congratulations to our outstanding nurse leaders.

Therefore, it is recommended that your Board hear the presentation.



## **SUMMARY OF PROCEEDINGS**

### **KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS**

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

Regular Meeting  
Wednesday, March 19, 2025

11:30 A.M.

#### **BOARD RECONVENED**

Board Members: Anderson, Berjis, McLaughlin, Merz, Pelz, Pollard, Stout  
Roll Call: 6 Present; 1 Absent - McLaughlin

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

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

#### **BOARD ACTION SHOWN IN CAPS**

NOTE: ITEM 17 WAS REMOVED FROM THE CONSENT AGENDA. ORGANIZATIONAL CHART WAS EDITED TO DELETE COMMUNITY HEALTH CENTER FROM RENEE VILLANUEVA'S DEPARTMENTS AND ADD EXECUTIVE DIRECTOR, RENEE VILLANUEVA, COMMUNITY HEALTH CENTER IN A STAND-ALONE ENTRY BELOW RENEE VILLANUEVA'S DEPARTMENTS

#### **RECOGNITION**

- 1) Presentation by the Chief Executive Officer recognizing Kern Medical Center employees from the Simulation Center Department –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON MADE PRESENTATION; VICE PRESIDENT OF STRATEGIC DEVELOPMENT NATALEE GARRETT AND DIRECTOR OF MEDICAL SIMULATION SAGE WEXNER, M.D., HEARD



PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

**DIRECTOR BERJIS WISHED HIS FELLOW BOARD MEMBERS HAPPY NEW YEAR IN FARSI**

ITEMS FOR CONSIDERATION

CA

- 4) Minutes for the Kern County Hospital Authority Board of Governors special meeting on February 18, 2025 –  
APPROVED  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 5) Proposed renewal and binding of all-risk property insurance through PRISM and earth movement coverage through Specialty Risk Underwriters and Evanston Insurance Company from March 31, 2025 through March 31, 2026, with an option to finance property premiums through PRISM and earth movement premiums through AFCODirect, in an amount not to exceed \$864,597 –  
APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN PREMIUM FINANCE AGREEMENT-PROMISSORY AND RELATED DOCUMENTS 023-2025  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 6) Proposed acceptance of donation of travel and related expenses from Safety National and PRISM, for one Kern Medical Center employee to attend the HCCA 29th Annual Compliance Institute in Las Vegas, Nevada, from April 28-May 1, 2025 –  
APPROVED; ADOPTED RESOLUTION 2025-008  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 7) Proposed acceptance of donation of travel and related expenses from Teachers Insurance and Annuity Association of America, for one Kern Medical Center employee to attend TIAA TMRW 2025 in Hollywood, Florida, from March 30-April 2, 2025 –  
APPROVED; ADOPTED RESOLUTION 2025-009  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 8) Proposed acceptance of donation of travel and related expenses from CME Corp, for two Kern Medical Center employees to attend the MTMC Southern California Product Showcase trade-show style event in Costa Mesa, California, on April 1, 2025 –  
APPROVED; ADOPTED RESOLUTION 2025-010  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 9) Proposed Amendment No. 5 to Agreement 06816 with Health Advocates, LLC, an independent contractor, for accounts receivable and financial services for the period July 1, 2016 through September 30, 2025, increasing the maximum payable by \$2,800,000, from \$26,650,000 to \$29,450,000, to cover the term –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 024-2025  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 10) Proposed Change Order No. 2 to Agreement 148-2024 with CBCM Services, Inc., an independent contractor, for emergency sewer line repair, increasing the maximum payable by \$71,796, from \$314,378 to \$424,791, to cover the cost of the project –  
MADE A FINDING THAT THE PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVED;  
AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 025-2025; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN FUTURE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10%, FOR A NOT TO EXCEED AMOUNT OF \$424,791  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 11) Proposed change in the maximum payable to Agreement 140-2023 from \$140,579 to \$590,579, an increase of \$450,000 plus taxes and fees to cover the term, with Sysmex America Inc., an independent contractor, for the purchase of laboratory reagents –  
APPROVED  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 12) Proposed Schedule A-4 to Agreement 29824 with Healthcare Performance Group, Inc., an independent contractor, for consulting services to support laboratory information systems, effective March 19, 2025, increasing the maximum payable by \$60,000, from \$207,620 to \$267,620, to cover the project –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 027-2025  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 13) Proposed Ordering Document CPQ-3743599 with Oracle America, Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of software integration services from March 20, 2025 through March 19, 2026, in an amount not to exceed \$1,050 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 028-2025  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 14) Proposed approval of Kern County Hospital Authority Community Health Center Budget for the period January 1, 2025 through June 30, 2025 –  
APPROVED

**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 15) Proposed approval of Kern County Hospital Authority Community Health Center Board of Directors Bylaws for Governance –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 16) Proposed Sales Agreement with CT Coachworks, LLC, an independent contractor, for purchase of a Mobile Medical Clinic vehicle in an amount not to exceed \$500,000 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 029-2025  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

- 17) Proposed approval of Kern County Hospital Authority Organizational Chart, effective March 19, 2025 –  
GENERAL COUNSEL KAREN S. BARNES HEARD REGARDING A CHANGE TO THE ORGANIZATION CHART REQUIRED BY HRSA; APPROVED –  
**Pelz-Pollard: 6 Ayes; 1 Absent - McLaughlin**

- 18) Proposed retroactive acceptance of donation of travel and related expenses from San Joaquin Valley College, for one Kern Medical Center employee to the Capitol Hill Advocacy Day 2025 in Washington, D.C, from March 4-5, 2025 –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD REGARDING RETROACTIVITY OF ITEM 18; APPROVED; ADOPTED RESOLUTION 2025-011  
**Stout-Merz: 6 Ayes; 1 Absent - McLaughlin**

- 19) Proposed retroactive acceptance of donation of travel and related expenses from Stryker Corporation, for two Kern Medical Center employees to attend product demonstrations of operating room equipment in Irving, Texas, from March 4-5, 2025 –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD REGARDING RETROACTIVITY OF ITEM 19; APPROVED; ADOPTED RESOLUTION 2025-012  
**Pollard-Merz: 6 Ayes; 1 Absent - McLaughlin**

- 20) Kern County Hospital Authority Chief Financial Officer report –  
CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; RECEIVED AND FILED  
**Merz-Pollard: 6 Ayes; 1 Absent - McLaughlin**

- 21) Kern County Hospital Authority Chief Executive Officer report –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; DIRECTOR ANDERSON HEARD REGARDING MCO TAX; MR. THYGERSON RESPONDED; RECEIVED AND FILED  
**Pelz-Anderson: 6 Ayes; 1 Absent - McLaughlin**

CA

- 22) Monthly report on What's Happening at Kern Medical Center –  
RECEIVED AND FILED  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 23) Miscellaneous Correspondence as of February 28, 2025 –  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

CA

- 24) Claims and Lawsuits Filed as of February 28, 2025 –  
RECEIVED AND FILED  
**Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin**

ADJOURNED TO CLOSED SESSION

**Pollard-Stout**

CLOSED SESSION

- 25) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 26) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 27) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 – SEE RESULTS BELOW
- 28) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB – SEE RESULTS BELOW
- 29) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – SEE RESULTS BELOW
- 30) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Melissa Perry, individually and as successor-in-interest of Decedent Kimberly Morrissey-Scalia, Plaintiff, et al., v. County of Kern, a municipal corporation, Kern County Hospital Authority, et al., United States District Court, Eastern District of California, Case No. 1:17-cv-01097-KES-CDB – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION

**Pollard-Pelz**

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item 25 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 - DIRECTOR MCLAUGHLIN), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, RELEASE OF PROCTORING, REQUEST FOR ADDITIONAL PRIVILEGES, VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item 26 concerning Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) – HEARD; NO REPORTABLE ACTION TAKEN

Item 27 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 – HEARD; NO REPORTABLE ACTION TAKEN

Item 28 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB – HEARD; NO REPORTABLE ACTION TAKEN

Item 29 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

NOTE: DIRECTOR ANDERSON ANNOUNCED THAT, DUE TO HER POSITION WITH THE COUNTY OF KERN, SHE WOULD RECUSE HERSELF FROM THE DISCUSSION ON ITEM 30, THEN LEFT THE ROOM AND DID NOT RETURN PRIOR TO ADJOURNMENT

Item 30 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Melissa Perry, individually and as successor-in-interest of Decedent Kimberly Morrissey-Scalia, Plaintiff, et al., v. County of Kern, a municipal corporation, Kern County Hospital Authority, et al., United States District Court, Eastern District of California, Case No. 1:17-cv-01097-KES-CDB – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, APRIL 16, 2025 AT 11:30 A.M.

**Merz**

/s/ Mona A. Allen  
Authority Board Coordinator

/s/ Amir Berjis, M.D.  
Vice-Chairman, Board of Governors  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed reappointment of Directors Philip McLaughlin and Eric Merz to the Kern County Hospital Authority Board of Governors, terms to expire June 30, 2028

**Recommended Action:** Refer to Kern County Board of Supervisors to make appointments

**Summary:**

On May 24, 2022, the Kern County Board of Supervisors reappointed Director Philip McLaughlin for a term of three years. His current term expires June 30, 2025. On June 4, 2024, Director Eric Merz was appointed by the Board of Supervisors to the Board of Governors to fill the vacancy created by the resignation of Russell Bigler effective February 19, 2024. His current term expires June 30, 2025. Members may serve an unlimited number of terms if reappointed by the Board of Supervisors.

Directors McLaughlin and Merz, as required by the authority's Bylaws for Governance, have notified your Board in writing (attached) of their intent to seek reappointment to the Board of Governors. They are not required to submit a new application for reappointment. The Bylaws requires your Board to notify the Board of Supervisors of a member's intent to continue to serve on the Board of Governors.

Therefore, it is recommended that your Board refer this item to the Kern County Board of Supervisors to make the reappointment of Directors McLaughlin and Merz for three-year terms expiring June 30, 2028.



April 16, 2025

Members, Board of Governors  
Kern County Hospital Authority  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306

Re: Reappointment to Kern County Hospital Authority Board of Governors

Dear Honorable Board Members:

As you may know, my term of office on the Kern County Hospital Authority Board of Governors expires June 30, 2025. Please accept this letter as notice of my intent to seek reappointment to the Board of Governors, term to expire June 30, 2028. Such notice is provided pursuant to Section 2.05 of the Kern County Hospital Authority Bylaws for Governance. Please take appropriate measures to ensure the Kern County Board of Supervisors is notified timely of my intent to continue to serve on the Board of Governors, as required by the Bylaws for Governance.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Philip McLaughlin", with a stylized flourish at the end.

Philip McLaughlin





April 16, 2025

Members, Board of Governors  
Kern County Hospital Authority  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306

Re: Reappointment to Kern County Hospital Authority Board of Governors

Dear Honorable Board Members:

As you may know, my term of office on the Kern County Hospital Authority Board of Governors expires June 30, 2025. Please accept this letter as notice of my intent to seek reappointment to the Board of Governors, term to expire June 30, 2028. Such notice is provided pursuant to Section 2.05 of the Kern County Hospital Authority Bylaws for Governance. Please take appropriate measures to ensure the Kern County Board of Supervisors is notified timely of my intent to continue to serve on the Board of Governors, as required by the Bylaws for Governance.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Eric Merz", written over a horizontal line.

Eric Merz



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

April 16, 2025

**Subject:** Proposed Change Order to add additional funds to the Agreement for Professional Consulting Services with Healthcare Performance Group, Inc (039-2021), Schedule A-3 (85324)

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Change Order to Schedule A-3 of the Agreement for Professional Consulting Services with Healthcare Performance Group, Inc. (HPG) to increase the not-to-exceed amount by \$28,000 for additional consulting services to assist with the information technology (IT) needs of the Kern County Hospital Authority Community Health Center.

HPG is currently providing services under two additional schedules and these additional costs will exceed the initial estimated not-to-exceed amount of \$250,000 in the contract year.

Therefore, it is recommended that your Board approve the proposed Change Order to Schedule A-3 to the Agreement for Professional Consulting Services with Healthcare Performance Group, Inc. to increase the maximum payable for additional consulting services to assist with the IT needs of the Kern County Hospital Authority Community Health Center, effective April 16, 2025 to September 30, 2026, increasing the maximum payable by \$28,000, from \$267,620 to \$295,620, and authorize the Chairman to sign.

## Change Order for Schedule A-3, Signed September 2, 2024

This Change Order is entered into as of April 16, 2025, by and between Kern Medical ("Customer") and Healthcare Performance Group, Inc. (HPG), pursuant to the Master Agreement, and Schedule A-3 ("Customer Order 85324"), and is subject to the terms and conditions of the Master Agreement, the Customer Order, and previous Change Orders unless otherwise noted herein.

### **Fees, Terms and Payment**

Customer requests additional funds (\$28,000) to the original not-to-exceed amount.

### **Changes to Hours and Timing**

Customer requests 200 additional hours and extension of services.

**ACCEPTED by:**

**CUSTOMER:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**HPG:**

SIGNATURE:  DATE: 3/31/2025 | 17:05 CDT  
E57397065A2E4AA...

\*ABA routing number: 101100045; \*Account number: 005048626030; Address: Healthcare Performance Group, Inc., P.O. Box 588, Spring Hill, KS 66083

APPROVED AS TO FORM:  
Legal Services Department

By Shannon Hochstein  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed Schedule A-5 to the Agreement for Professional Consulting Services with Healthcare Performance Group, Inc. (29824)

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests that your Board approve the proposed Schedule A-5 to the Agreement for Professional Consulting Services with Healthcare Performance Group, Inc. (HPG), in the amount of \$18,000 for consulting services to train two individuals to support the admissions and revenue cycle applications in Cerner/Oracle Health Electronic Health Record (EHR).

The Information Technology team that supports the applications within the EHR has a need to cross-train other staff on Win32 admissions and revenue cycle applications in order to meet the growing demands of Kern Medical. Currently, there are no formal training documents for these applications as training was last provided during the initial conversion to the new Cerner/Oracle EHR in 2019. The plan is to train at least two individuals to support these applications and create training materials in order to train future staff.

Therefore, it is recommended that your Board approve the proposed Schedule A-5 to the Agreement for Professional Consulting Services with Healthcare Performance Group, Inc. for additional training services for staff to maintain admission and revenue cycle application within the EHR, increasing the maximum payable by \$18,000, from \$295,620, to 313,620, for a two-week training period, and authorize the Chairman to sign.

## **Schedule "A-5", to be attached to the**

### **Kern Medical (Customer) – HPG Agreement, dated September 3, 2024**

Kern Medical (CUSTOMER) and Healthcare Performance Group, Inc (HPG), wish to attach this Schedule as an addendum to the Agreement between the parties in order to define the services to be provided by HPG to CUSTOMER.

#### **Project Background**

CUSTOMER has licensed Oracle Health applications and is in the process of implementing these applications and associated functionality. CUSTOMER requires additional support in the capacity of HPG's Learning Development Services. Key responsibilities of this project engagement are as follows:

- CUSTOMER's associate(s) will participate in the curriculum and educational course for Registration Win32 and Revenue Cycle Applications
- Educational curriculum includes the following:
  - Registration Conversations
  - Demographics
  - Encounters
  - Patient Relationships
  - Insurance
  - Rules
  - Work Queues
  - Work Items
  - Code Sets
  - Security
  - Aliases
  - Additional Features as time permits
- Evaluation of Associate by course exam
- Evaluation and report of associate progress and attendance
- Course dates and timing decided upon by both parties
- Organize and conduct meeting events as they pertain to the delivery of the course

#### **Engagement Scope and Approach**

HPG Learning Development Services will perform the above-mentioned scope for the educational sessions. Services will be in a remote environment. HPG's Learning Development Services includes training for an estimated two (2) week period, consisting of at least one (1) daily class, up to six (6) hours per class. Time will be allocated for the instructor to create curriculum, assess attendees, provide documentation and feedback and complete an evaluation on each associate attending the course. Exact course dates will be determined by availability of resources.

**Fees, Terms & Payment:**

CUSTOMER will be invoiced in the amount of \$18,000 consisting of 120 total hours, to include preparation for the class, educational sessions, and training materials. Education rates are based upon two (2) CUSTOMER Associates. Should CUSTOMER request to have additional resources or additional modules to be trained upon in the sessions,, additional hours are required to provide supplemental training for users and to allocate time appropriately for education. Should this engagement extend beyond 12 consecutive months, HPG may adjust the rate based upon agreement by both parties, but no more than 5%. The Invoice will be sent to the attention of **Ms. Sandra Bakich** – via email at Sandra.Bakich@kernmedical.com. A designated PO# will be noted on each invoice if requested by Customer.

HPG Associates are required to submit a weekly status report to a designated contact for timely signatory approval of services performed. Customer agrees to review and approve all status reports within four (4) days of receipt, or the status report will be considered approved. CUSTOMER is responsible for full payment of any undisputed timely submitted status reports.

Payment is expected by either (        ) electronic payment\* or by (        ) check and is due within 30 days of the Invoice Date. Any unpaid balances still due 30 days from the Invoice Date will accrue a late charge at a rate of 1.0% per month. HPG does not accept credit card payments.

All other terms and conditions of the original Agreement remain unchanged.

**ACCEPTED by:**

CUSTOMER:

SIGNATURE: \_\_\_\_\_ DATE: April 16, 2025

HPG:

SIGNATURE:  \_\_\_\_\_ DATE: 4/1/2025 | 21:39 CDT

\*ABA routing number: 10110045; \*Account number: 005048626030; Address: Healthcare Performance Group, Inc., P.O. Box 588, Spring Hill KS 66083

APPROVED AS TO FORM:  
Legal Services Department

By Shannon Hochstein  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed Amendment No. 6 to Master Service Agreement #30718 with JDM Solutions Inc.

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Amendment No. 6 for continued professional services with JDM Solutions Inc. to meet Kern Medical's big data strategy of utilizing an electronic data warehouse to house all of Kern Medical's legacy and core system data into a centralized location to improve historical data access and the integration of core system data. The end result is to provide data marts for end user self-reporting data analytic tools to be used by Kern Medical leaders.

The proposed Amendment No. 6 provides for continued staffing of consultants who can:

1. Manage and maintain the Data Intelligence program that provides leveraging data analytics support and tools which feed a variety of essential programs;
2. Implement and support Data Governance that maintains data integrity across legacy and core systems;
3. Develop quick access to reporting and dashboards for Kern Medical leadership through Tableau, a real time data tool; and
4. Provide data tools for process improvement through data quality

Previous Agreements	Purpose of Amendment	Variance
Original Agreement, November 21, 2018	MSA with JDM Solutions Inc. to provide consultants to develop the Data Intelligence program at Kern Medical	\$249,500
Amendment No. 1, July 17, 2019	Amendment to provide continued staffing of consultants	\$1,289,600
Amendment No. 2, May 19, 2021	Amendment 2 provided continued staffing of consultants	\$1,361,200
Amendment No. 3, March 15, 2023	Amendment 3 provided continued staffing of consultants	\$334,880
Amendment No. 4 May 1, 2023	Amendment 4 provides maintain and support the Kern Medical electronic data warehouse.	\$358,200
Amendment No. 5 May 1, 2024	Amendment 4 provides maintain and support the Kern Medical electronic data warehouse.	\$701,400
Proposed Amendment No. 6 May 1, 2025	Amendment 6 provides maintain and support the Kern Medical electronic data warehouse and data analytics	\$714,456

Therefore, it is recommended that your Board approve the proposed Amendment No. 6 to the Master Service Agreement with JDM Solutions, Inc. for the period May 1, 2025 through April 30, 2026, increasing the maximum payable by \$714,456 from \$4,294,780 to \$5,009,236 for the additional professional fees and travel expenses needed to cover the extended term, and authorize the Chairman to sign.



**AMENDMENT NO. 6 TO  
MASTER SERVICE AGREEMENT**

This Amendment No. 6 to the Master Service Agreement is made and entered into this 16th day of April, 2025 between JDM Solutions Inc. ("Provider") and Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center ("Client")

**RECITALS**

a) Client and Provider have entered into a Master Services Agreement for professional services dated August 16, 2018 (30718), Amendment No. 1 dated July 17, 2019 (044- 2019), Amendment No. 2 dated May 19, 2021 (026-2021), Amendment No. 3 dated March 15, 2023 (028-2023), Amendment No. 4 dated May 1, 2023 (057-2023), and Amendment No 5 dated March 20, 2024 (041-2024) for the period stated on the statement of work.

b) Client requires application analyst resources to assist with the expertise and gaps in resources as such services are unavailable from Client's resources; and

c) Provider represents its expertise in providing application analyst resources as outlined in Exhibit B-4; and

d) The parties agree to amend certain terms and conditions of the agreement as hereinafter set forth to provide for the additional services; and

e) The Agreement is amended effective May 1, 2025  
NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and incorporating by this reference the forgoing recital, the parties hereto agree to amend the agreement as follows:

"Exhibit A -Provider's Rate schedule

Exhibit A-1 -Provider's Rate schedule, effective July 17, 2019

Exhibit A-2 -Provider's Rate schedule, effective May 1, 2021

Exhibit A-3 -Provider Rate schedule, effective March 15, 2023

Exhibit A-4 -Provider Rate schedule, effective May 1, 2023

Exhibit A-5 Provider Rate schedule, effective May 1, 2024

Exhibit A-6 Provider Rate schedule, effective May 1, 2025

Exhibit B -Work Order

Exhibit B-1-Work Order, effective July 17, 2019

Exhibit B-2 -Work Order, effective May 1, 2021

Exhibit B-3 -Work Order, effective March 15, 2023

Exhibit B-4 -Work Order, effective May 1, 2023

Exhibit B-5 -Work Order, effective May 1, 2024

Exhibit B-6 -Work Order, effective May 1, 2025

Exhibit C – Insurance”

2. Except as otherwise defined herein, all capitalized terms used in this Amendment No. 4 have the meaning set forth in the Agreement.

3. This Amendment No. 4 shall be governed by and construed in accordance with the laws of the state of California.

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

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

**[Signatures follow on next page]**

IN WITNESS TO FOREGOING, the parties have executed this agreement as of the date first above written. Both parties agree that a single original of this agreement will be executed:

**THIS WORK ORDER IS AGREED TO AND ACCEPTED by:**

\_\_\_\_\_  
**Kern County Hospital Authority**

Printed Name: PHIL MCLAUGHLIN

Title: Chairman, Board of Governors

  
**JDM Solutions, Inc.**

Printed Name: JAISHREE MCLANE

Title: President

APPROVED AS TO CONTENT:  
Kern Medical Center

\_\_\_\_\_  
Printed Name: Sandra Bakich / Ezzat Khalil  
Title: Chief Information Officer

APPROVED AS TO FORM:  
Legal Services Department

\_\_\_\_\_  
Hospital Counsel  
Kern County Hospital Authority

## **EXHIBIT A-5**

### **RATE SCHEDULE**

This exhibit is an addendum to the Master Services Agreement that was signed August 2018, between JDM Solutions Inc. (“Provider”) and Kern County Hospital Authority (“Client”).

#### **FEE SCHEDULE:**

		<b>Hour/wk.</b>	<b>Yearly Amount</b>	<b>FTE</b>
	Data Intelligence Manager Backfill	40	199,980.00	1
	Data Analyst Back fill	40	132,820.00	1
	<b>TOTAL</b>	80	352,000.00	
	<b>Fixed Price/yr.</b>	<b>\$80/hr.</b>	\$332,800.00	

#### **Professional Technical Staff to support reporting, Infrastructure and Dashboards.**

		<b>Hour/wk.</b>	<b>Hours/Yr.</b>	<b>FTE</b>
	Data Process Manager	20	1040	0.5
	Data integrity Engineer	40	2080	1
	Data self-service reporting & Dashboards developer	40	2080	1
	Cerner Upgrade		192	.1
	<b>TOTAL</b>	100	5392	2.6
	<b>JDM Resources:</b>			
	<b>Fixed Price/yr.</b>	<b>\$68/hr.</b>	\$366,656.00	
	<b>Total</b>	Avg. \$73/hr.	<b>\$699,456.00</b>	4.6
	<b>Travel Expense</b>		\$15,000.00	

## **EXHIBIT B**

### **Statement of Work/Work Order**

This exhibit is an addendum to the Master Services Agreement that was signed August 2018, between JDM Solutions Inc. (“Provider”) and Kern County Hospital Authority (“Client”).

**WORK ORDER #:202505KERN**

**WORK ORDER SUBMISSION DATE:** February 2025

**WORK ORDER EXPECTED START DATE:** May1<sup>st</sup>, 2025

**PLACE OF PERFORMANCE:** ONSITE & REMOTE

**EXPECTED DURATION:** 1 years.

#### **OBJECTIVE:**

##### **Director, data intelligence scope**

- Support Manager duties as defined in job description
  - Manage data intelligence team
    - Data Infrastructure strategy
    - Regulatory and pop health strategy
    - Data Governance strategy
    - Data and reporting strategy
    - Kern EDW strategy

##### **Support for all regulatory requirements**

- Data analyst: Support Data reporting duties as defined in job description.
  - Support users operational need of data question
  - Support and implement projects with data needs.
  - Support business with ticket needs (Average 50/data ticket per month)
- **Support EDW /Health Intent/Pop health scope**
  - Evidence based care data models
  - Statistical and predictive analytic models
  - Enterprise data stewardship
  - Enterprise dashboards
  - Functional area datasets/universes in EDW
  - Enterprise data catalog
  - Use Master data management.
  - Interoperability support
  - Use EDW for OSHPD/HEDIS support
  - Ensure that EDW can be used to pull all are EMR data as needed (**Legacy and Current**)
  - Integrate data via API, flat files, and other means.
- **Support External Data needs**
  - Monitor and Maintain data process.
  - Maintain HealtheEDW, Health Registries, Health Data Intelligence (HDI)
  - Continue to build out Kern EDW.
  - Add data infrastructure to support self-service reporting.
  - Bring new sources data into kern-EDW
    - Kern Health system
      - Establish data exchange.
      - Improve claim payments.
    - Health Net enrollment
      - Incentive programs

- Anthem Blue Cross
    - Establish data exchange.
  - AP DRG
    - Improve data for QIP submission for better reimbursement.
  - Cerner Clinical Events/DTA's
    - Process improvement
    - Infection prevention
  - Other as needed.
- Establish Universe for self-service reporting portal
  - Cocci research
  - Discharge
  - Process Improvement
  - EMR data needs by HIM
  - Referrals
  - Pharmacy
  - Infection prevention
  - Nursing support
- **Data Governance**
  - Rounding with all Executives on a periodic basis to determine their data needs and training in data
  - Maintain low duplication data.
    - Patient, Provider, Employee
  - Correct data for regulatory submission
    - QIP/NHSN/etc.
  - Provide data correction for improvement in data and get better reimbursements.
  - Work with data owners to provide them with accurate data
- **Support Cerner (Oracle Health) Applications**
  - The application team will provide application frontend training
  - Support application on DTA changes
  - Define data integrity with lights-on
  - Support Healthy Registries and healthy analytics
  - Support Cerner Unified analytics platform
  - Cerner Upgrades - during scoping additional resources may be needed
  - Other projects - during scoping additional resources may be needed
- **Cerner Upgrade**
  - 1 Additional Resource will be trained to support Reporting Regression testing during upgrade for 2 months
- **Data analytics & reporting**
  - Maintain SLA on reporting tickets
  - Provide a mechanism to update report value that are currently hard coded reporting which make reports obsolete after a one use
  - Ability to collection data into EDW through mobile device eliminating duplication of data entry.
  - Develop Tableau dashboards for each functional area to reduce the need for report requests.
  - Support Population health team for data accuracy and measure needs



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

April 16, 2025

**Subject:** Proposed Ordering Document CPQ-3807903 with Oracle America, Inc. to purchase recurring telephony services

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Ordering Document CPQ-3807903 with Oracle America, Inc. to utilize services with Altera for omni-channel communication between Kern Medical and our patients.

Oracle America, Inc is discontinuing services with the current telephony vendor Televox and migrating customers over to the cloud-based telephony platform Artera. Due to the phone line requirement, we will need to purchase 25 phone lines with Oracle for this use.

Payment for Services	Proposed Agreement
50 Phone Lines	\$25/month - \$300 a year

Therefore, it is recommended that your Board approve the proposed Ordering Document CPQ-3807903 with Oracle America, Inc. to purchase recurring telephony services, beginning 4/16/25 through 12/31/2027, in an amount not to exceed \$900, and authorize the Chairman to sign.



**Kern County Hospital Authority**  
1830 Flower St  
Bakersfield CA, 93305  
US

**Oracle America, Inc.**  
500 Oracle Parkway  
Redwood Shores, CA  
94065

**Contact**  
Sandra Bakich  
+1 (661) 862-8110  
sandra.bakich@kernmedical.com

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Recurring Services	--	25.00	--
Total Fees	0.00	25.00	0.00

## Billing Frequency

Description	% of Total Due	Payment Due
Recurring Services	100%	Annually in advance, beginning when access issued

## Ordered Items

### Recurring Services

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
B103448	Additional 50 phone lines - Admissions and Outpatient Visits	32 mo	--	1	25.00	25.00
Subtotal						25.00

## Permitted Facilities

Name	Street Address	City
Kern County Hospital Authority	1830 Flower St	Bakersfield, CA, 93305 US

## **A. Terms of Your Order**

### **1. Applicable Agreement**

a. This order incorporates by reference the terms of the Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36) LA-0000010943 and all amendments and addenda thereto (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

Oracle America, Inc. is acting as ordering and invoicing agent for Cerner Corporation. Your order remains between You and Cerner Corporation. All references to "Oracle", "we", "us", or "our" shall refer to Cerner Corporation. We may refer to Client or Customer as "You".

### **2. Fees and Payments**

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars.

b. Fees will be invoiced in accordance with the Billing Frequency table above.

c. Oracle may increase the monthly fee for each Ordered Item identified as Licensed Software Support, Equipment Support, Sublicensed Software Support, Recurring Services, Transaction Services, Professional Services -- Recurring, Application Management Services, and Managed Services in the table(s) above any time following the initial 12 month term after such recurring service fees begin (but not more frequently than once in any 12 month period) by giving You 60 days prior notice of the price increase. The amount of such annual increase will equal 8%. Oracle may also increase the fees at any time during the term if an Oracle third party increases the fees to be paid by Oracle, with such increase being limited to the amount of increase in Oracle's fee to the third party.

d. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the items You ordered, except for taxes based on Oracle's income. If You will be claiming an exemption from these taxes, You will provide to Oracle a valid certificate of tax exemption in advance of, or at the time of, the execution of this order. You are responsible to ensure that You provide Oracle with timely notification of any tax exemption status changes and to timely provide updated exemption certificates in the event any previously provided exemption certificate expires during the term of this order.

e. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement and this order.

### **3. Terms Applicable to Ordered Items**

#### **a. Scope of Use.**

You will use the Ordered Items in this order in accordance with the Documentation and subject to the quantity of the item specified in the Ordered Items table(s) above. This order incorporates by reference the scope of use metric, definition, and any rules applicable to the Ordered Item as described in the Oracle Health Definitions and Rules Booklet v121524 which may be viewed at <http://www.oracle.com/contracts> on the Oracle Health tab.

If the quantity of an Ordered Item is exceeded, You agree to execute a new order setting forth the additional quantity of the item.

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

#### **b. Solution Descriptions.**

Solution Descriptions applicable to each Ordered Item identified as Licensed Software, Recurring Services or Transaction Services in the table(s) above are available on <http://www.oracle.com/contracts> on the Oracle Health tab. The Solution Description is identifiable by the Part Number in the table(s) above. These Solution Descriptions are incorporated into this order by reference.

#### **c. Shared Computing Services.**

You understand that Oracle may deliver the products and services on this order in a Shared Computing Services model. The policies that govern the Shared Computing Services model are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

#### **d. Permitted Facilities.**

The Ordered Items in this order are for use by the facilities listed in the Permitted Facilities table(s) above. You may add or substitute Permitted Facilities by amending this order.

### **4. Recurring Services**

a. The services term for all Ordered Items identified as Recurring Services in the table(s) above begins as set forth in the Billing Frequency table above.

### **5. Order of Precedence**

a. In the event of inconsistencies between the terms contained in this order and the Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

### **6. Effective Date**

a. If accepting this order online, the effective date of this order is the date You submit the order. Otherwise, the effective date is the last signed date stated below.

## **7. Offer Validity**

a. This offer is valid through 31-May-2025 and shall become binding upon execution by You and acceptance by Oracle.

## **B. Additional Order Terms**

### **1. Credit Card or PayPal Payments**

Please note that if the pre-tax value of this order is USD 2,000 or less, the Ordered Items listed on this order must be purchased by credit card or PayPal. Purchase orders and checks are no longer accepted for transactions of this size. If this order is an expansion or renewal of the Ordered Items, the preceding provision does not apply.

If the pre-tax value of this order is USD 99,999 or less and You opt to purchase the Ordered Items listed on this order by credit card or PayPal, the payment will be charged upon invoice generation with immediate payment terms.

Consulting/Professional Services may not be purchased by credit card or PayPal irrespective of the transaction size.

Kern County Hospital Authority

Signature

Name

Phil McLaughlin

Title

Chairman, Board of Governors

Signature Date

April 16, 2025

Oracle America, Inc.

Signature

*Jessica King*

Name

Jessica King

Title

Senior Director, NA Customer  
Deal Desk

Signature Date

3-Apr-2025 01:46 PM PDT

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By *Shannon Hochstein*  
Kern County Hospital Authority

## Bill To / Ship To Contact Information

### Bill To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Kern County Hospital Authority	1830 Flower St Bakersfield, CA US 93305	Sandra Bakich +1 (661) 862-8110 sandra.bakich@kernmedical.com

### Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Kern County Hospital Authority	1830 Flower St Bakersfield, CA US 93305	Sandra Bakich +1 (661) 862-8110 sandra.bakich@kernmedical.com



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

April 16, 2025

**Subject:** Proposed Service Contract with Sciton, Inc.

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Service Contract with Sciton, Inc. for laser device maintenance located at an ambulatory clinic. This vendor supplies the maintenance needed for this device to remain in good working order. This is a one-time payment in the amount of \$23,876 for one (1) year services agreement with no additional fees or charges for this agreement. This is the current vendor for these maintenance services and Kern Medical would like to continue to contract with this vendor.

The use of the Sciton laser has increased in the last year, as the number of procedures completed at the clinic has increased. With the increased usage, the laser requires more routine maintenance and repair to avoid costly interventional repairs and non-use. The Sciton laser is a high revenue generating service line, so the upkeep and necessary repairs are critical.

Counsel is unable to approve as to form due to non-standard terms which include the limitation of liability to amounts paid pursuant to the Agreement, interest on late payments, indemnification of only the vendor, no insurance obligations of the vendor, and no right to cancel. Efforts were made to negotiate alternative verbiage with the vendor, but to no avail.

Therefore, it is recommended that your Board approve the proposed Service Contract with Sciton, Inc. for laser device maintenance services, for a term of one (1) year effective June 3, 2025, in an amount not to exceed \$23,876, and authorize the Chairman to sign.



925 Commercial Street, Palo Alto, CA 94303  
Tel: (650) 543-8375 • eFax: (914) 992-9155

Kern Medical  
1902 B St Ste A  
United States

Service Coverage Renewal for System Serial: 14590  
Expiration Date 6/2/2025

Dear Valued Customer,

The Service Contract coverage on your Sciton system will be expiring on the date as referenced above. We believe you will make a wise investment in your valuable equipment by extending this maintenance contract. Your system is a complex instrument that provides the superior performance necessary to take your practice of medicine into tomorrow. However, this system ages with time and usage. We believe that our service program provides several important benefits:

1. It will reduce the probability of unexpected system failure which may force you to reschedule your patients, resulting in costly delay and frustration.
2. It will assist you with support of proper maintenance records to bolster your case should you become exposed to any unplanned medical litigation.
3. It will protect you from large unplanned service costs and preserve your exposure to a predictable budget.

Sciton offers a choice of coverages; **Premium** or **Basic**.

**Premium Contract** - Maximum coverage

- Includes all travel and labor
- 100% coverage for parts
- Includes one free Preventive Maintenance (PM). This PM is conducted at your request and convenience. The PM will include services necessary to ensure the proper performance of your system. These services include software update, full optical alignment, complete power calibration, filters/cartridges replacement, optical clean-up, mechanical integrity check, high/low voltage testing and inspection of all accessories.

**Basic Contract** - Limited coverage

- 25% discount from the Premium Plan
- \$1,500 deductible for travel and labor per service call
- 100% coverage for parts + \$50 shipping charge for each shipment of part(s)
- Does not include PM

Sciton offers the flexibility of monthly and quarterly payment with a processing fee of \$25 per payment. Please see the enclosed quotation, and payment schedule for more details. Systems that are out of warranty or not under service contract will need to complete a \$3,500.00 inspection service call and pass the inspection to qualify for this program.

To move forward, please select the coverage option you prefer and return the signed Service Contract Quotation and Payment Authorization Form via one of following methods:

Email: [joshua.tatro@sciton.com](mailto:joshua.tatro@sciton.com)  
EFax: (914) 992-9155  
Mail:

Joshua Tatro  
Sciton Inc.  
925 Commercial Street  
Palo Alto, CA 94303

Please do not hesitate to contact me if you have any questions or concerns.

Best,

Joshua Tatro  
Sciton Service  
Phone: (650) 543-8363  
EFax: (914) 992-9155  
[joshua.tatro@sciton.com](mailto:joshua.tatro@sciton.com)





SCITON®

925 Commercial Street, Palo Alto, CA 94303  
Sciton Service: (650) 543-8371 • Fax: (650) 543-8390

Service Contract Renewal

To: Kem Medical  
1902 B St Ste A  
Bakersfield, CA 93301  
United States

Phone: 661-326-2237

Date: March 3, 2025

Quotation No: 030325

Customer No: 13781

Serial No.: 14590

Coverage Period: 1 Year

Start Date: June 3, 2025

End Date: June 2, 2026

Quote Valid Until: July 18, 2025

Qty		Premium Coverage	Description
1	Full Payment 1 payment	\$23,575.84	
Select a Payment Term	<input checked="" type="checkbox"/> Initial selected option	Contract Amount	\$23,575.84
	<input checked="" type="checkbox"/> Quarterly Payment 4 payments		\$5,893.96
		Processing fee	\$25.00
		Per Quarter	\$5,918.96
	<input checked="" type="checkbox"/> Initial selected option	Contract Amount	\$23,675.84
Select a Payment Term	<input checked="" type="checkbox"/> Monthly Payment 12 payments		\$1,964.65
		Processing fee	\$25.00
		Per Month	\$1,989.65
	<input checked="" type="checkbox"/> Initial selected option	Contract Amount	\$23,875.84
1	Full Payment 1 payment	\$17,681.88	
Select a Payment Term	<input checked="" type="checkbox"/> Initial selected option		\$17,681.88
	<input checked="" type="checkbox"/> Quarterly Payment 4 payments		\$4,420.47
		Processing fee	\$25.00
		Per Quarter	\$4,445.47
	<input checked="" type="checkbox"/> Initial selected option	Contract Amount	\$17,781.88
Select a Payment Term	<input checked="" type="checkbox"/> Monthly Payment 12 payments		\$1,473.49
		Processing fee	\$25.00
		Per Month	\$1,498.49
	<input checked="" type="checkbox"/> Initial selected option	Contract Amount	\$17,981.88
Select a Payment Option	<input type="checkbox"/> Credit Card	Once established all quarterly or monthly payments will be automatically process on the dates indicated on "Payment Schedule."	
	<input type="checkbox"/> Wire Transfer	Payment Promissory Options are automatic Credit Card or automatic debit of bank account.	
	<input type="checkbox"/> Purchase Order	Sciton is required by law to collect applicable state sales tax.	
	<input type="checkbox"/> Check	Payment Terms: Remit 1st payment, including applicable tax, as indicated on "Payment Schedule."	
	<input type="checkbox"/> ACH	No periodic payments by Check and / or P.O. paid by check.	
		The taxes are estimated and subject to change per your state/city updates.	

Sciton Contracts Representative

Date:

I accept the attached "Terms and Conditions of Service Contract" and agree to make the payment(s) as acknowledged above.

Customer Approval

Date

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By Shannon Hochstein  
Medical Director

## Payment Options and Schedule

**Customer** Kern Medical  
**Quotation #** 030325  
**Serial Number** 14590

Term 1

		Premium Coverage		Basic Coverage	
		Contract Amount	Amount Due	Contract Amount	Amount Due
<b>Full Payment</b>					
Contracted Amount (after applicable tax)		\$23,575.84	\$23,575.84	\$17,681.88	\$17,681.88
<b>Quarterly Payment Schedule</b>					
1st Payment	June 3, 2025	\$5,918.96	\$5,918.96	\$4,445.47	\$4,445.47
2nd Payment	September 3, 2025	\$5,918.96	\$5,918.96	\$4,445.47	\$4,445.47
3rd Payment	December 3, 2025	\$5,918.96	\$5,918.96	\$4,445.47	\$4,445.47
4th Payment	March 3, 2026	\$5,918.96	\$5,918.96	\$4,445.47	\$4,445.47
<b>Monthly Payment Schedule</b>					
1st Payment	June 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
2nd Payment	July 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
3rd Payment	August 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
4th Payment	September 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
5th Payment	October 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
6th Payment	November 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
7th Payment	December 3, 2025	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
8th Payment	January 3, 2026	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
9th Payment	February 3, 2026	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
10th Payment	March 3, 2026	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
11th Payment	April 3, 2026	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49
12th Payment	May 3, 2026	\$1,989.65	\$1,989.65	\$1,498.49	\$1,498.49

**Once the Service Contract is established, all payments will be automatically processed on the dates indicated on the Payment Schedule. This payment schedule is for a one year contract coverage period. Multiyears contract payment schedule will be processed depending upon the time period specified in the Service Contract Quotation.**

## TERMS AND CONDITIONS OF SERVICE CONTRACT

1. **Nature of this Agreement and Definitions.** The terms and conditions of this Agreement (the "Agreement") are for the maintenance by Sciton, Inc. ("Sciton") of the equipment or products described on the Service Contract for the period as indicated on the front page, including parts and accessories (the "Equipment"), or the servicing of any Equipment, including travel and labor ("Services") determined by plan type. The following information is found on the Service Contract: the customer ("Customer"), the job site where the Equipment may be delivered or used (the "Site"), the type of payment plan, (One Time v. Periodic), and the type of Service Contract (Premium v. Basic). "The term "in writing," "written," and/or any other derivatives of the word "write" that are used in this Agreement mean any communication that is in writing either handwritten, typed, printed, and/or electronically delivered to the other party as provided herein and as permitted by applicable law."

2. **Priority of this Agreement.** Customer agrees that its receipt of Services for its Equipment is conditioned upon complying with these terms and conditions. Customer agrees that this Agreement supersedes and controls over all other communications or agreements with Sciton concerning the Service Contract. Any written or oral terms of conditions or other provisions different from or varying these terms and conditions, wherever found, are rejected and not binding on Sciton.

3. **Parts and Labor.** Sciton may provide both parts and labor. In servicing your product, Sciton may use parts or products that are new or refurbished parts, at its sole discretion. Refurbished parts are equivalent to new in performance and reliability. Sciton will retain the replaced part or product that is exchanged during service as its property, and the replacement part or product will become your property.

4. **Services.** If Sciton provides Services to Customer, including repair or maintenance, it will use professional skill and judgment in accordance with normally accepted industry standards. If Sciton fails to do so, and as its only obligation to Customer for defective Services, Sciton will perform those Services again at Sciton's expense.

5. **Availability of Services.** Commercially reasonable efforts will be made to provide prompt and efficient service; however, Sciton reserves the right to prioritize its service assignments due to the nature of the work required, location, weather, work load conditions, and other factors.

6. **What is Covered.** Except as otherwise expressly provided in this Agreement, Sciton will provide to Customer all of the necessary Services required including parts, labor, and travel to maintain proper operation of the Equipment under normal operation and service for the duration of the Service Contract. Parts for third party items are not included under this Agreement unless covered by the original manufacturer's warranty. Goods or parts that are replaced or repaired under this warranty because of normal wear or use, such as contact plates, wear surfaces and flashlamps, will be billed an additional, nominal repair charge. Customer will be billed for defective parts which have not been returned in a timely manner. Premium Service Contracts include one (1) free preventative maintenance visit per contract year. The duty to schedule this one (1) free preventative maintenance visit per Service Contract year is the Customer's.

7. **What is Not Covered.** IN NO EVENT WILL SCITON BE LIABLE FOR COSTS OR PROCUREMENT OF SUBSTITUTED EQUIPMENT BY CUSTOMER OR ANY DAMAGE (WHETHER PUNITIVE, INCIDENTAL, SPECIAL, BUSINESS INTERRUPTION, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION LOST OF PROFIT OR REVENUE) ARISING FROM ANY DELAY IN RENDERING SERVICES INCLUDING DIFFICULTIES IN SECURING PARTS, LABOR, TRANSPORTATION, OR MATERIALS AND/OR INVOLVING A FORCE MAJEURE EVENT (AN EVENT OF FORCE MAJEURE IS AN EVENT OR CIRCUMSTANCE WHICH IS BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF SCITON AND WHICH BY THE EXERCISE OF REASONABLE DILIGENCE SCITON WAS UNABLE TO PREVENT PROVIDED THAT EVENT OR CIRCUMSTANCE INCLUDES THE FOLLOWING, BUT IS NOT LIMITED TO: A WIDESPREAD EPIDEMIC, PANDEMIC, A PUBLIC HEALTH EMERGENCY, ACTS OF GOD, LABOR UNREST, FIRE, FLOOD, EXPLOSION, EARTHQUAKE, RIOT, WAR, INVASION, ACTS OF TERRORISM, CIVIL OR MILITARY DISTURBANCES, OR BUSINESS INTERRUPTIONS EXPERIENCED BY CUSTOMER OR SCITON RELATED TO ANY FORCE MAJEURE EVENT, OR ANY CHANGED CIRCUMSTANCES EXPERIENCED BY SCITON THAT

RENDERS ITS PERFORMANCE COMMERCIALY UNREASONABLE OR IMPOSSIBLE) ("FORCE MAJEURE EVENT"). THE PURPOSE OF PARAGRAPH 7 IS TO LIMIT THE POTENTIAL LIABILITY OF SCITON ARISING OUT OF THIS AGREEMENT AND SERVICE CONTRACT. CUSTOMER FURTHER AGREES THAT ANY DAMAGES CLAIMED PURSUANT TO SERVICE RENDERED UNDER THIS SERVICE CONTRACT SHALL NOT EXCEED THE TOTAL COST PAID BY HIM OR HER FOR THE SERVICE CONTRACT, IN ANY EVENT.

8. **Payment Terms.** Interest accrues on overdue payments at the rate of not less than one and one-half percent (1.5%) per month, but not more than the amount allowed by law, on the unpaid balance from the original due date. An additional late fee of One Hundred Dollars (\$100.00) will accrue for each month past the due date until the entire balance is paid. Payment shall not be withheld for any delay in Services. Under a Basic Plan, if shipping is necessary, Customer is responsible for payment of delivery of Equipment to Sciton's Corporate Service Center in California (or elsewhere if so directed by Sciton) and shipping of any parts, goods, and/or materials necessary for Sciton to provide Services. A shipping and handling fee of Fifty Dollars (\$50) will be applied for each shipment under such circumstances. Customer is authorized to use his/her/its credit card in order to complete Payment under this Agreement. Customer acknowledges that Sciton will impose a surcharge of 3.0% on Customer for credit card charges above \$10,000 (USD)—to the extent consistent with applicable California law. A surcharge is an additional amount imposed at the time of the transaction by Sciton that increases the charge to Customer for using a credit card. The surcharge is intended to reimburse Sciton for the processing fees incurred by Customer's credit card company.

One Time Payment Plan – Payment is due in full at the time of acceptance of this Agreement. The Service Contract is valid when paid in full.

Periodic Payment Plan – The payment schedule for the Periodic Payment Plan is the payment schedule included in the promissory note attached to the Service Contract. Such Plan is only available upon approved credit by Sciton and a Twenty Five Dollar (\$25.00) processing fee for processing each payment. Customer consents to Sciton's check of his/her/its credit. Customer authorizes Sciton to charge his/her/its credit card and/or debit his/her/its bank account in payment of the Periodic Payment Plan. The Service Contract is valid when Sciton receives the first payment. Failure to make such Periodic payments will result in the suspension of services under this Agreement, but Sciton maintains the right to collect all unpaid installments.

Customer is required to remit all applicable sales taxes as invoiced. Customer acknowledges that unless and until the Service Contract is paid in full, Sciton has no obligation to service the Equipment and will not do so. Equipment sent to Sciton by Customer will not be serviced if Customer has not paid the Service Contract in full. In such circumstances, if Customer refuses to pay the Service Contract in full within seven (7) days of Sciton's demand of same, and further insists that Sciton return the Equipment, then Customer acknowledges herein: 1) that Customer will pay all shipping costs outbound from Sciton for the return of the Equipment; 2) that any unserviced Equipment poses a risk to patients who are treated with the unserviced Equipment; 3) an obligation to disclose the unserviced condition of the Equipment before using it to treat a patient; 4) an assumption of all responsibility and liabilities for the use of the equipment; 5) an assumption of all responsibility and liabilities for any extraordinary repairs and maintenance necessitated by Customer's failure to pay the Service Contract such that regular service could not be rendered by Sciton; and 6) a forfeiture of any partial payments made.

9. **Deductible.** A One Thousand, Five Hundred (\$1,500.00) deductible payment is required for each service call under a Basic Service Contract. This payment is due prior to dispatch of a service technician and is not refundable. No deductible is required under a Premium Service Contract.

10. **Bankruptcy or Insolvency of Buyer.** If the financial condition of the Customer at any time is such as to give Sciton, in its judgment, reasonable grounds for insecurity concerning Customer's ability to perform its obligations under this Agreement, Sciton may (a) by notice in writing to Customer, cancel this Agreement, without judicial intervention or declaration of default of Customer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Customer, or (b) require full or partial payment in advance and suspend continuance of the work, to be performed by Sciton, until such payment has been received.

## TERMS AND CONDITIONS OF SERVICE CONTRACT

**11. Customer's Indemnification** Each Party will indemnify, defend and hold harmless the other Party and its affiliates from any and all costs, expenses, damages, and liability, including reasonable attorneys' fees, to the extent arising from or pertaining to any negligence or intentional misconduct, breach of any law or regulation, willful misconduct, or breach of this Agreement by either Party – whether the claim arises between them or involves a third-party. If the party seeking indemnification (“moving party”) also acted (or is claimed to have acted) negligently or engaged in intentional misconduct, there is no duty to indemnify between the parties. This clause applies to claims between the parties and claims brought by third parties against the Customer and/or Sciton hereto. The indemnity will survive expiration or termination of this Agreement.

**12. Maintenance and Repairs**: Only factory-certified Sciton service engineers are authorized to perform maintenance and repairs on Sciton systems. Using a third-party service entity to perform repairs or maintenance on the Sciton system will void any existing warranty on the system. Sciton permits only Sciton factory-specified parts, available solely through Sciton, be used for repairs. Using non-certified parts may cause damage to other assemblies and components within the system and could cause injury to the user and the user's patients. Using non-certified parts will void any existing warranty on the system. During a service intervention, if the Sciton engineer identifies evidence that a repair or maintenance was performed by a third party, e.g., someone other than a certified Sciton engineer, the Sciton engineer will terminate the service immediately due to safety concerns. By signing these terms and conditions and agreeing to this warranty, you also agree to defend and indemnify Sciton for any damage to the system and/or injury to users (and users' patients) of the device.

**13. Customer's Insurance Obligations**. Customer agrees to maintain appropriate insurance protecting Sciton from all loss, damage, expense, or penalties arising from or related to the use, maintenance, and/or service of the Equipment during the Service Contract period. Sciton does not provide, extend or afford any insurance coverage to Customer, or any operator of the Equipment. The insurance coverage provided for above will not act to limit Customer's liability under this Agreement, and Customer will be responsible for any loss or damage to the Equipment until, and if, it is returned to Sciton.

**14. Returns**. Prior to return of any Products to SCITON for any reason, Customer shall first request a return material authorization (“RMA”) from SCITON and provide SCITON the following information about the Product(s) being returned: (a) quantity, (b) part number, (c) RMA number, and (d) a detailed reason for Product return. SCITON shall accept returns only after it has issued a RMA number authorizing the return of such Product(s). Customer shall promptly ship all such authorized returns to SCITON freight prepaid. Such return shipment must be in the proper package and display the appropriate reference to the RMA including the RMA Number on boxes in which the returned Product is shipped. Unauthorized returns, or returns which fail to display the appropriate reference, will be subject to rejection of shipment and subsequent return to Customer at Customer's expense. In all cases of returns, final approval by SCITON as to credit, or replacement in the case of Products returned under a SCITON Warranty, may be withheld pending inspection and/or testing of the returned Product by SCITON and verification of the pertinent facts. If SCITON determines after inspection that a warranty claim is invalid, SCITON may charge Customer for the costs incurred by SCITON related to such inspection and shipping/insurance. All returned parts must be marked new or used when returned to SCITON. Customer must return alleged defective parts within thirty (30) days of receiving replacement part or additional charges will apply. Additionally all returned parts must reference the proper RMA number as assigned by SCITON. If the return part is serialized, and Customer returns the part, then SCITON expects that the serial number on the returned part will match the serial number identified by Customer at the time the part is requested for replacement. No other serialized part can be substituted at the time of the return of the alleged defective part. If SCITON determines that a unit has parts or components that do not match its list of original manufacturer equipment in terms of serialized parts, then SCITON reserves the right to reject the return and Customer must pay to have the unit inspected and brought back to SCITON specifications and also pay retail price for the replacement part, as SCITON does not service units that have been serviced by non-SCITON certified service technicians due, in part, to the risk that such repairs pose to unit

buyers and patients undergoing treatment with said units.

**15. Limited Warranty – Limitation of Remedies**. (a) Except as otherwise specified herein, Sciton only warrants its Services commencing after full payment has been received by the Customer: (i) To be free from defects in material and workmanship, in the manner and under the conditions as specified in Sciton's warranty for the individual Equipment, for the period of the Service Contract under a Premium Service Contract and for ninety (90) days from the date of Service under a Basic Service Contract (including parts and labor), unless the deal paperwork (including but not limited to the invoice and/or quote) specifies a different warranty term in this regard; (ii) Wholly new and unrelated Services to the Equipment within 90 days from the date of Service under a Basic Service Contract require the payment of a new deductible, unless the deal paperwork (including but not limited to the invoice and/or quote) specifies a different warranty term in this regard; (b) No representative or person is authorized to bind Sciton for any obligations or liabilities beyond this warranty in connection with Sciton's Services. This warranty is made to the Customer only at the Site and is non-transferable to other equipment or to other owners of the equipment, and may only be modified or amended by a written instrument signed by a duly authorized officer of Sciton. (c) (i) Goods, material, or parts that are replaced or repaired under this warranty because of normal wear or use, such as contact plates, wear surfaces, and flashlamps are warranted on a monthly pro rated basis only for the remaining portion of the Sales Contract as credit toward new replacement goods or parts; (ii) Optical coatings, filters, lenses, and mirrors will be repaired or replaced under this warranty if kept clean according to manufacturer's instructions. Dirt or debris on the surface of such an item during usage may cause thermal damage and void the warranty for such item; and (iii) Third party items are warranted by their manufacturers and are not covered by Sciton. (d) These remedies are available only if Customer notifies Sciton in writing promptly upon discovery of the defect, and in any event within the warranty period for the Individual Equipment. The warranty shall be null and void (i) where the goods are unpacked, worked on, altered, serviced, modified, and/or repaired by person(s) not authorized by Sciton so as, in Sciton's sole judgment, to injure the stability, reliability, or proper operation of such goods; (ii) where service is required due to the Customer's failure to operate or maintain the goods in a manner consistent with the specifications and guidelines set forth in the Equipment's operator manual; (iii) if the goods are subject to misuse, negligence or accident; and/or (iv) where the goods are connected, installed, dismantled, disassembled, used or adjusted otherwise than in accordance with the instructions furnished by Sciton. (e) This warranty only applies to devices and components sold by Sciton to the Customer and is expressly voided to the extent any component and device is purchased by a Customer from a third party used laser broker. Any component part purchased from Sciton that malfunctions due to a part or device purchased by the Customer from a third party used laser broker will void the warranty in that component part. (f) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR SPECIFIC WRITTEN PRODUCT PERFORMANCE GUARANTEES) WHETHER WRITTEN, ORAL, OR IMPLIED, AND SHALL BE THE CUSTOMER'S SOLE REMEDY AND SCITON'S SOLE LIABILITY ON CONTRACT OR WARRANTY OR OTHERWISE FOR ITS SERVICES.

**16. Equipment Recertification**. In the event that Customer wishes to transfer ownership of the Equipment, Customer will be responsible for obtaining an Inspection and Equipment Recertification from Sciton. The Inspection Fee at this time is \$5,000 (USD), but is subject to change on a yearly basis or at Sciton's discretion. The Transfer of Ownership Fee price varies based on configuration of the system. Customer may request a quote based on his/her/it's configuration from Sciton Service. The Transfer of Ownership Fee includes the cost of 1-year service contract for the current configuration of the system, clinical in-service training, the ability to upgrade the system in the future if desired, marketing material customized to the configuration of the system, access to marketing and clinical support material on Sciton Pro, and complete transfer of account to a new name and address. The fee will be paid in advance prior to any transfer of ownership. Customer will be responsible for the cost of any repairs needed to obtain recertification from Sciton. Sciton will not honor any requests to service Sciton systems that were not purchased directly from Sciton and for which Sciton has no record of recertification or transfer of ownership. Sciton reserves the right to deny a transfer of ownership request for any reason, including, but not limited to, if the Equipment has been purchased from a

## TERMS AND CONDITIONS OF SERVICE CONTRACT

non-Sciton customer or other third party, if the Equipment contains non-Sciton certified component parts, if the Equipment is being transferred to a party who resides in a country other than where the original Sciton Customer resides, and/or if Sciton has reason to believe that the Equipment has either been altered, modified or repaired by a third party. Sciton's Transfer of Ownership Policy, including all applicable fees, is available to Customer upon request and subject to revisions at Sciton's discretion. Customer acknowledges that Sciton's Equipment Recertification policy is intended to protect customers and purchasers from receiving poorly maintained and/or dangerous equipment, equipment that has been subject to unauthorized repairs from persons/entities other than Sciton, or is otherwise non-compliant with FDA regulations.

17. **Sciton's Rights to Subcontract.** Sciton may subcontract any portion of the Services, but Sciton's obligations and rights hereunder shall not thereby be limited or affected.

18. **Errors.** Stenographic and clerical errors are subject to correction.

19. **Applicable Law; Jurisdiction and Venue.** [Intentionally Omitted]

20. **Substitutions and Modifications.** Sciton will have the right to make substitutions and modifications in the specifications of Equipment serviced by Sciton, provided that such substitutions or modifications will not materially affect overall product performance. Sciton reserves the right, at its sole discretion, to use new or fully factory refurbished parts when performing Services.

21. **Miscellaneous.** This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, and may be modified only by a writing executed by both of them. This Agreement and the related pricing are limited to the Site as listed on the Contract, applicable solely to this deal, and are neither transferable nor assignable to third parties without Sciton's prior written consent. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and effective for all purposes. In accordance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.), and any other applicable law or regulation of any kind concerning the use of electronic signatures, the parties expressly agree to the use of electronic signatures to execute this agreement. An electronic signature includes any symbol or series of symbols, including an individual's initials, that has been executed, adopted, or authorized by an individual to be the legally binding equivalent of the individual's handwritten signature. Each person executing this Agreement represents and warrants that he or she is the person stated and has full and legal authority to execute this Agreement for and on behalf of the respective party for which he or she is executing this Agreement and to bind that party in accordance with this Agreement. Each party further represents and warrants that it has not altered or modified this Agreement in any way from the agreement to which the parties agreed.

22. **Acceptance.** The terms and conditions of this Agreement will be deemed accepted upon the signature by Customer of the Service Contract and/or at the time of payment. Upon acceptance, Customer authorizes Sciton to perform the services set forth above and agrees to all the terms and conditions stated within.

23. **Survival.** Any rights and obligations under this Agreement, which by their nature should survive, shall survive the expiration or termination of this Agreement.

24. **Divisibility.** If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, such provision will be divisible from this Agreement and will be deemed to be deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect.

25. **Right to Counsel.** Customer acknowledges Customer's right to have separate counsel, at Customer's expense, review this Agreement and provide advice. By executing this Agreement, Customer acknowledges that Customer has read, reviewed and understood the terms and conditions herein.

26. **Compliance with State Law Regarding Laser Devices.** Owners of lasers and laser-based devices in Illinois (IL), Arizona (AZ), Texas (TX), Georgia (GA), Florida (FL), Massachusetts (MA), and New York (NY) may be required to register certain lasers and laser-based devices with the applicable state agency. Responsibility for compliance with any state-

specific requirements pertaining to laser ownership, including but not limited to, laser registration, rests exclusively with the device owner and not with SCITON.

27. **No Rights to Cancel.** This Agreement shall commence when deemed valid and shall continue in full force in effect for a minimum period of one (1) year or longer depending upon the time period specified in the Service Contract. The Service Contract cannot be canceled mid-term and no partial refunds will be allowed.

28. **Sciton Professional Website.** In connection with this purchase, Customer is authorized to access the educational materials contained on the Sciton Professional Website, [www.Scitonpro.com](http://www.Scitonpro.com). Use of the Sciton Professional Website is governed by the ScitonPro Terms of Use, found on the Sciton Professional Website. This website is for physician use and education only. Customer may not share Customer's username or password with third parties.

29. **Data Privacy.**

General. SCITON is committed to protecting the privacy of your personally identifiable information to the extent possible. SCITON maintains reasonable security measures to protect sensitive personally identifying information and only uses/collects personal information in a lawful and fair manner. You represent that you are in compliance with any relevant data protection laws.

Personal Information. SCITON collects personal information from agreements, e-mails, faxes, telephone inquiries, correspondence, web forms, surveys, and other means of communication. SCITON collects such information when you agree to purchase or order or avail yourself of goods or services, registration for a service (e.g. user groups, seminars, and tradeshow), to track warranty rights and obligations, to provide product information, and other lawful purposes. "Personal Information" means information that can be used to identify a specific individual, such as your name, address, e-mail address, phone number, birth date, credit card information, etc.

Consent. SCITON collects and stores data as it pertains to the Agreement signed by you. We maintain records of your Agreement and the services related to the Agreement. As part of your interactions with SCITON, and by entering into the Agreement, you consent to SCITON collecting all data collected in connection with the Agreement, in compliance with the GDPR opt-in requirement. We will not share your information with any third party outside of our organization other than as necessary to fulfill your requests, e.g., to ship a product to you, to provide your name and contact information to Sciton's third party vendors in conjunction with Sciton services like Sciton Pro, Sciton's Success Builder Program, and The Concierge Service and Subscription Program, or as required by law. Except when otherwise permitted by law, we will only use the information for the purpose for which it was given. We will obtain your additional express consent prior to collecting, using, or disclosing sensitive information for any purpose outside of acting in accordance with the Agreement. SCITON's Privacy Policy is located on its website, [www.SCITON.com](http://www.SCITON.com). SCITON may update its Privacy Policy from time to time, please periodically review the Privacy Policy for updates.

Withdrawing Consent/Data Deletion Request. You may opt to withdraw consent at any time. If you wish to review, modify, delete, or otherwise express your concerns about any personally identifying information that you previously provided, you can do so at any time by contacting:

SCITON, Inc.  
925 Commercial Street  
Palo Alto, CA 94303  
United States  
Phone:  
+1.650.493.9155  
Toll Free:  
+1.888.646.6999  
[info@SCITON.com](mailto:info@SCITON.com)

Third-Party Service Providers. To build a great product for you and provide exceptional customer service, we need partners. We utilize third party vendors like Google Analytics and Marketo to handle your data, who have confirmed are GDPR-compliant. Except for the disclosure of Customer's name and contact information to Sciton's third party vendors in conjunction with Sciton services like Sciton Pro, Sciton's Success Builder Program, and The Concierge Service and Subscription Program, Sciton does not disclose

## TERMS AND CONDITIONS OF SERVICE CONTRACT

or sell personal information to third parties; however, should this policy change, Sciton will notify you of same prior to disclosing any information to third parties. If Sciton must disclose personal information to a third-party, Sciton will require by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure.

**Disposal of Data.** SCITON will take all reasonable steps to erase or arrange for the destruction of all sensitive personally identifying information contained in records when the records are no longer to be retained pursuant to applicable law, regulations, or business needs.

**Breach of Security.** In the event there has been a breach of security in relation to your personally identifying information, and the state in which you reside requires notice upon discovery of the breach, SCITON, without delay and as soon as reasonably practicable, and in accordance with any applicable law, will notify you, in writing, and conduct an investigation of same, and report to the appropriate authorities/agencies, if applicable.


**E-mail Scams.** There are various scams designed to steal your personal information. If you receive an e-mail that looks like it is from SCITON asking you for your personal information, please notify us as provided in this section.

**Usage Data.** Sciton reserves the right to collect system usage data from time to time for the purpose of running diagnostics and improving usability and performance of the system. Data collected will not contain any patient identification information.

CUSTOMER

SCITON, INC.

Name: Phil McLaughlin  
Title: Chairman, Board of Governors  
Date/Time: April 19, 2025

  
Name:  
Title:  
Date/Time

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By Shannon Hochstein  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed Purchaser-Specific Agreement Health Trust Purchasing Group L.P. and Agiliti Surgical Inc.

**Requested Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Health Trust Purchasing Group L.P. and Agiliti Surgical Inc. and Kern Medical Center., for the purchase of a Laser, Ultrasound, Cryo and a three (3) year maintenance service, April 16, 2025 through April 15, 2028, in an amount not to exceed \$100,000. Under this Agreement, the Hospital will receive a 4% rebate after spending a minimum of \$82,000. This vendor provides service and purchase of several surgical lasers and ultrasound devices. Agiliti is a reliable partner which provides cost effective and prompt service.

Counsel is unable to approve the terms as to form as the Agreement is governed by Minnesota law. Despite negotiations, counsel was unsuccessful in negotiating these terms.

Therefore, it is recommended that your Board approve the proposed Health Trust Purchasing Group L.P. and Agiliti Surgical Inc. with Agiliti Surgical, Inc., for the purchase of surgical equipment and a three (3) year maintenance service, April 16, 2025 through April 15, 2028, with a not to exceed amount of \$100,000 plus tax and shipping, and authorize the Chairman to sign.



### **Purchaser-Specific Agreement Form**

Attached is a Purchaser-Specific Agreement form. The provisions of this Agreement shall be deemed incorporated into any Purchaser-Specific Agreement (and any amendments thereto) that may be executed and delivered by a Purchaser and Vendor under this Agreement, and such Purchaser-Specific Agreement shall be subject to and governed by the terms and conditions of this Agreement.

Additionally, Vendor shall submit a copy of any executed Purchaser-Specific Agreements with a Purchaser hereunder. The Purchaser-Specific Agreements shall be sent by e-mail to: [HPG.PurchasedServices@healthtrustpg.com](mailto:HPG.PurchasedServices@healthtrustpg.com)

The subject line of such e-mail shall specify Vendor's name, the agreement number and the service category (e.g. Subject: Vendor Name Agreement Number Services Category). This information is stated on the title page of this Agreement.

*(see attached)*



**Purchaser-Specific Agreement**  
(Facility/Group Acknowledgement Form)

**HealthTrust Purchasing Group, L.P. and Agiliti Surgical, Inc. (Agiliti)**  
**No. HPG-87765**

THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is effective as of the date of the last signature below (“PSA Effective Date”) by and between **Agiliti Surgical, Inc. and Kern Medical Center.** and the following entity herein referred to as “Purchaser” and is entered into in connection with that certain Purchasing Agreement, Agreement HPG-87765, dated January 1, 2023, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Agiliti Surgical, Inc.(hereinafter “Vendor”) (“Purchasing Agreement”). This Agreement describes Vendor’s Primary Provider Pricing (“PPP”) and Purchaser’s acknowledgement of participating in Vendor’s (PPP) (sometimes referred to herein as this “Acknowledgement Form”). Primary Provider Pricing is defined as Vendor receiving first call for all services described in the Purchasing Agreement and this Agreement.

The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

<b>Facility/Group Name:</b> (if Group, list of Affiliates of Group shall be attached to this Agreement)	Kern Medical Center
<b>Address:</b>	1700 Mount Vernon Ave
<b>City, ST, ZIP:</b>	Bakersfield, CA 93306
<b>Type:</b>	<input checked="" type="checkbox"/> Acute Care <input type="checkbox"/> Surgery Center <input type="checkbox"/> Imaging Center <input type="checkbox"/> Other
<b>GPOID:</b>	H044520
<b>Contact Person &amp; Title:</b>	N/A
<b>Contact Phone:</b>	N/A
<b>Contact Email:</b>	N/A

Purchaser hereby commits to purchase annually from Vendor the minimum percentage of its annual expenditures below on Covered Services (as defined herein) available under the Purchasing Agreement according to the terms herein. Purchaser understands that its eligibility to participate in Vendor’s PPP described herein is contingent upon signing this Acknowledgement Form and that any Primary Provider programs covering the Covered Services in place between Vendor and Purchaser as of the PSA Effective Date are superseded by this Acknowledgement Form. Upon execution of this Acknowledgement Form, Purchaser will be eligible to receive the pricing attached to this Acknowledgement Form.

Purchaser hereby commits to purchase annually from Vendor at least the commitment tier selected below of its requirements for Covered Services. In consideration of such commitment and based upon execution of this Acknowledgement Form, Vendor agrees to provide the pricing set forth in the Purchasing Agreement. In any invoice, purchase order or other document issued with regard to purchases of Covered Services pursuant to this Acknowledgement Form, Vendor shall state the applicable price or discount (in dollars) therein. For purposes of clarity, Vendor and Facility/Group may agree in writing to pricing different from that which is listed in Exhibit A of the Purchasing Agreement, provided that such pricing is specified in the executed Agreement and the executed form is sent to HealthTrust as specified herein.

Any consumable fees set forth on Attachment A of this Agreement shall be subject to change by Vendor at any time with sixty (60) days advance written notice to Purchaser.

### **Covered Services and Pricing as specified in Attachment A**

Group is defined as a HealthTrust Participant or a division within a HealthTrust Participant, as long as that Group owns or controls at least five (5) Purchasers/Facilities. A HealthTrust Participant may have more than one Group. Facilities within one or more Groups are listed in the attached schedule.

At Vendor's option, Vendor and Purchaser will conduct quarterly reviews to confirm Purchaser's compliance with the commitment tier selected in this Acknowledgement Form. Purchaser has provided Vendor with Purchaser's current aggregate spend from all vendors providing services substantially similar to the Covered Services (whether or not contracted with HealthTrust) below, and will provide updated information upon Vendor's request in order to facilitate this quarterly review. In the event Purchaser fails to meet its commitment on Covered Services as described above, Vendor will work with Purchaser on a compliance review process. If Purchaser is still not meeting its commitment on Covered Services as described above, Vendor's sole remedy shall be termination of Purchaser's participation in the PPP by providing sixty (60) days prior written notice to Purchaser. In such event, Purchaser will no longer be eligible to receive Vendor's PPP pricing or purchase Covered Services under this Agreement. In such an event, any Service expenditures shall be excluded from calculation of Purchaser's compliance with expenditure requirements set forth above if Vendor is unable to make delivery within the necessary time frames. In the event that Vendor is unable to make delivery within necessary time frames, any Covered Services purchases shall be excluded from calculation of Purchaser's compliance set forth herein.

This Acknowledgement Form shall remain in effect until the Purchasing Agreement terminates. Purchaser shall have the right to terminate this Agreement without Cause and without any liability to Vendor for such termination, by providing at least sixty (60) days' prior written notice to Vendor. HealthTrust may terminate Purchaser's participation under this Agreement at any time upon thirty (30) days prior written notice to Vendor.

### **Commitment Tier (select one):**

- ☐ Group: Primary Provider Level Commitment (First Call)
- ☒ Facility: Primary Provider Level Commitment (First Call)
- ☐ No commitment (Access Price as specified herein)

Purchaser Current Aggregate Annual Spend: \$81,645

Authorized Facility/Group Signee: Kim Digitally signed by Kim  
Vlaisavljevich  
Date: \_\_\_\_\_ Date: 2025.03.24 18:48:03  
-05'00'

Please Print Name and Title: VP Finance and Treasurer

Facility Names: See Attached Facility List

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Vendor Representative Signee: \_\_\_\_\_

Date: \_\_\_\_\_

REVIEWED ONLY  
NOT APPROVED AS TO FORM

Please Print Name and Title: \_\_\_\_\_

By Phillip Jenkins  
Kern County Hospital Authority

Please email or fax the signed form to: Agiliti Legal Department  
email: [Contracts@agilitihealth.com](mailto:Contracts@agilitihealth.com)  
Phone: 952-893-3200

**Acknowledged:**  
**HealthTrust Purchasing Group, L.P.,**  
**By: HPG Enterprises, LLC its general partner**

HealthTrust Signee: \_\_\_\_\_

HealthTrust Signee Name: \_\_\_\_\_

HealthTrust Signee Title: \_\_\_\_\_

HealthTrust Signature Date: \_\_\_\_\_

Vendor will send the Purchaser-Specific Agreement to HealthTrust ([HPG.PurchasedServices@healthtrustpg.com](mailto:HPG.PurchasedServices@healthtrustpg.com)), via DocuSign, within thirty (30) days of Purchaser and Vendor executing the Purchaser-Specific Agreement.

### **Facility List**

<b>Account #</b>	<b>Account Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>HPG ID</b>	<b>Spend</b>
143578	Kern Medical Center	1700 Mount Vernon Ave	Bakersfield	CA	93306	H044520	\$81,645

## Attachment A

System Family	Item #	Description	Committed Price
Aloka Ultrasound	661	Aloka Alpha 6 Prost/Biopsy Lon	\$825.00
Aloka Ultrasound	662	Aloka Alpha 6 Prost/Biosp Prob	\$825.00
Aloka Ultrasound	663	Aloka Alpha 6 2way Lap Probe	\$1,420.00
Aloka Ultrasound	664	Aloka Alpha 6 4 Way Lap Probe	\$845.00
Aloka Ultrasound	665	Aloka Alpha 6 Abdominal Probe	\$2,000.00
Aloka Ultrasound	666	Aloka Alpha 6 Finger Probe	\$825.00
Aloka Ultrasound	667	Aloka Alpha 6 Rob Drop In Prob	\$1,500.00
Aloka Ultrasound	668	Aloka Alpha 6 T Probe Narrow V	\$850.00
Aloka Ultrasound	703	Aloka Neuro BurrHole Probe 6/7	\$1,500.00
Aloka Ultrasound	704	Aloka Neuro Probe UST-987-7.5	\$1,500.00
Aloka Ultrasound	708	Aloka Alpha7 Convx Neuro Probe	\$1,500.00
Aloka Ultrasound	709	Aloka Alpha6/7 Perip Vascular	\$1,500.00
Aloka Ultrasound	710	Aloka Alpha7 T-Probe Wide View	\$1,500.00
Aloka Ultrasound	774	Aloka Arietta Finger Probe	\$845.00
Aloka Ultrasound	8000269	Marquee Disp Biopsy Ndle 18x25	\$450.00
Aloka Ultrasound	8013002	Disposable Biopsy Needle	\$115.00
Aloka Ultrasound	8031258	Disp Biopsy Needle Trupath 18gx25c	\$95.00
Aloka Ultrasound	661M	Aloka Ultrasound Standby	\$450.00
Aloka Ultrasound	661A	Aloka Ultrasound Procedure	\$1,100.00
Aloka Ultrasound	798	Aloka Arietta 70 Drop In Linea	\$1,500.00
Argon Beam Coagulator	118757	ME ABC Ground Pads (Blue)S	\$20.00
Argon Beam Coagulator	118758	ABC Ground Pads (Red)S	\$20.00
Argon Beam Coagulator	134006	ABC Hp 6 Bendable S	\$325.00
Argon Beam Coagulator	160656	ABC Hp Lap 5mm Touch Cont. S	\$300.00
Argon Beam Coagulator	8000274	ABC Hp Lap 5mm Touch Cont S 80	\$555.00
Argon Beam Coagulator	8012015	ABC Hp Triple Option S	\$195.00
Argon Beam Coagulator	8012016	ABC Hp Lap 5mm Touch Cont. S	\$195.00
Argon Beam Coagulator	8012017	ABC Hp Lap 10mm S	\$195.00
Argon Beam Coagulator	8012018	ABC Hp Lap 5mm S	\$240.00
Argon Beam Coagulator	8012019	ABC Hp 6 Bendable S	\$240.00
Argon Beam Coagulator	8012020	ABC Hp 3 Bendable S	\$240.00
Argon Beam Coagulator	8012026	ABC Ground Pads (Red)S	\$20.00
Argon Beam Coagulator	675M	Argon Beam Coagulator Standby	\$450.00
Argon Beam Coagulator	675A	Argon Beam Coagulator Procedure	\$650.00
BK Ultrasound	740	BK Anorectal 3D Transducer	\$1,470.00
BK Ultrasound	761	BK Curved Array Transduce 8820	\$1,470.00
BK Ultrasound	724	BK Linear Array Probe 8809(Hoc	\$1,470.00
BK Ultrasound	725	BK Linear Array Probe 8870	\$1,470.00
BK Ultrasound	134913	Mini Grid SU 17G-18G	\$125.00
BK Ultrasound	671	BK Robotic Drop In Transducer	\$1,500.00
BK Ultrasound	705	BK Triplane Prostate Prob 8818	\$1,500.00
BK Ultrasound	706	BK Lap Probe 8666RF	\$600.00
BK Ultrasound	707	BK Biplane Prostate Probe 8848	\$1,450.00
BK Ultrasound	712	BK Intraoperative T-Probe 8816	\$750.00
BK Ultrasound	722	BK Craniotomy Probe 8862	\$1,625.00

System Family	Item #	Description	Committed Price
BK Ultrasound	723	BK Endorectal Biplane Probe 88	\$1,625.00
BK Ultrasound	728	BK Intraoperative Biplane Prb	\$845.00
BK Ultrasound	739	BK Intraoperative I-Probe 8815	\$750.00
BK Ultrasound	748	BK Craniotomy Probe N13C5	\$1,725.00
BK Ultrasound	749	BK Hockey Stick 8811	\$1,850.00
BK Ultrasound	760	BK Specto Triplane 9018	\$2,040.00
BK Ultrasound	762	BK Triplane Endocavity 9018	\$1,725.00
BK Ultrasound	795	Video Processing Module VPU5	\$500.00
BK Ultrasound	8000112	BK Biplane Guide SU	\$135.00
BK Ultrasound	8000313	BK Needle Guide For 8863/9063	\$100.00
BK Ultrasound	8000632	BK Dual Biopsy Guide SU	\$100.00
BK Ultrasound	669M	BK Ultrasound Standby	\$500.00
BK Ultrasound	669A	BK Ultrasound Procedure	\$1,150.00
BK5000 Ultrasound	788	BK5000 Drop-In Probe 9096	\$1,745.00
BK5000 Ultrasound	794	BK5000 Linear Array Probe 9070	\$1,745.00
BK5000 Ultrasound	742	BK Drop-In Probe 9026	\$1,725.00
BK5000 Ultrasound	743	BK Lap Probe 9066	\$1,725.00
BK5000 Ultrasound	745	BurrHole Neuro Transducer 9063	\$1,725.00
BK5000 Ultrasound	746	Curved Array Transducer 9062	\$1,725.00
BK5000 Ultrasound	747	BK Intra Operative T-Probe9016	\$1,725.00
BK5000 Ultrasound	757	BK5000 Anorectal 3D Transducer	\$1,725.00
BK5000 Ultrasound	776	BK Curved Array Transduce 9040	\$1,725.00
BK5000 Ultrasound	777	BK Curved Array Transduce 9085	\$1,725.00
BK5000 Ultrasound	779	BK Intra Operative I-Probe9015	\$1,725.00
BK5000 Ultrasound	786	BK5000 BIPLANE PROBE 9048	\$1,725.00
BK5000 Ultrasound	791	BK5000 Hockey Stick Trans 9009	\$1,850.00
BK5000 Ultrasound	741M	BK5000 Ultrasound Standby	\$500.00
BK5000 Ultrasound	741A	BK5000 Ultrasound Procedure	\$1,250.00
Blue Light Laser	137953	MF-ENT-200 Fbr W/ Handpiece	\$755.00
Blue Light Laser	8000337	A.R.C. TruBlue HiFlex Fiber 400um	\$500.00
Blue Light Laser	8000341	A.R.C. TruBlue HiFlex Fiber 300um	\$500.00
Blue Light Laser	789A	Blue Light Laser Procedure	\$700.00
Blue Light Laser	789M	Blue Light Laser Standby	\$450.00
Blue Light Laser	129452	Laser Suction HP 6F 20cm S139	\$75.00
Blue Light Laser	129453	Laser Suction HP 6F 9cm S110	\$75.00
Blue Light Laser	133768	Probe Otology SU Curved Tip	\$860.00
Blue Light Laser	129466	WM ENT-20-US-IC	\$400.00
CO2 Acupulse Duo Aesthetics	732U	CO2 Acupulse Duo Aesthetics Procedure	\$875.00
CO2 Acupulse Duo Fiber Optic	642	Instrument Set	\$225.00
CO2 Acupulse Duo Fiber Optic	734	Lumenis AccuBlade W/ Microman	\$275.00
CO2 Acupulse Duo Fiber Optic	733	Lumenis AcuSpot 712 Microman	\$70.00
CO2 Acupulse Duo Fiber Optic	8000010	Lumenis FiberLase CO2 Fiber	\$1,250.00
CO2 Acupulse Duo Fiber Optic	8000068	Acupulse FiberLase Robo Drop	\$300.00
CO2 Acupulse Duo Fiber Optic	8000179	CO2 Otolase Fiber	\$500.00
CO2 Acupulse Duo Fiber Optic	8000180	CO2 Otolase Tip - Curved	\$330.00
CO2 Acupulse Duo Fiber Optic	8000181	CO2 Otolase Tip - Straight	\$330.00
CO2 Acupulse Duo Fiber Optic	8010162	Rusch Lasertubus 7.0	\$285.00



System Family	Item #	Description	Committed Price
CO2 AcuPulse Duo Fiber Optic	731M	CO2 AcuPulse Duo Fiber Optic Standby	\$450.00
CO2 AcuPulse Duo Fiber Optic	731A	CO2 AcuPulse Duo Fiber Optic Procedure	\$875.00
CO2 AcuPulse Duo Surgical	627	Micromanipulator (Coherent) IC	\$190.00
CO2 AcuPulse Duo Surgical	637	Smoke Evacuator + Filter	\$120.00
CO2 AcuPulse Duo Surgical	730M	CO2 AcuPulse Duo Surgical Standby	\$450.00
CO2 AcuPulse Duo Surgical	730A	CO2 AcuPulse Duo Surgical Procedure	\$730.00
CO2 Clinicon	8010120	Clinicon Gas Filter Sterile	\$100.00
CO2 Clinicon	8010122	50mm Straight Neuro Probe 4001	\$1,900.00
CO2 Clinicon	8010123	80mm Sraight Neuro Probe 4002	\$1,900.00
CO2 Clinicon	8010125	80mm Curved ENT Probe 4004	\$1,000.00
CO2 Clinicon	8010128	CL Straight ENT Probe 50mm 4007	\$1,040.00
CO2 Clinicon	8010129	80mm Straight ENT Probe 4008	\$1,000.00
CO2 Clinicon	8010131	25mm Stapedectomy Probe 4011	\$795.00
CO2 Clinicon	8013128	Neuro 40mm Straight	\$1,900.00
CO2 Clinicon	8040273	240MM STRAIGHT MALLEABLE DISCNT. TIP ENT	\$1,100.00
CO2 Clinicon	638M	CO2 Clinicon Standby	\$450.00
CO2 Clinicon	638A	CO2 Clinicon Procedure	\$570.00
CO2 Cosmetic	690	CO2 5000C Hp CPG IC	\$575.00
CO2 Cosmetic	8000013	DeepFX Bridge Therapy Disposab	\$100.00
CO2 Cosmetic	8013120	Smoke Evac. Tubing Sterile	\$35.00
CO2 Cosmetic	689U	CO2 Cosmetic Procedure	\$470.00
CO2 Omniguide	132247	BeamPath OTO-U	\$850.00
CO2 Omniguide	134982	Probe Otology Curved Tip Long	\$195.00
CO2 Omniguide	628	Colposcope With 300 Lens IC	\$75.00
CO2 Omniguide	630	Gyn Instruments IC	\$225.00
CO2 Omniguide	8000080	Velocity 200cm Single Use Fibe	\$1,450.00
CO2 Omniguide	8000094	Omniguide Select Fiber	\$825.00
CO2 Omniguide	8010159	Rusch Lasertubus 5mm	\$285.00
CO2 Omniguide	8010161	Rusch Lasertubus 6mm	\$285.00
CO2 Omniguide	8010163	Rusch Lasertubus 8mm	\$285.00
CO2 Omniguide	8013090	BeamPath-S 130 (OTO-S)	\$850.00
CO2 Omniguide	8013092	Beam-Path M 150 (OTO-M)	\$850.00
CO2 Omniguide	8013093	Beam Path - Neuro - L	\$1,600.00
CO2 Omniguide	8013094	OMNIGUIDE Sterile Gas Filter	\$70.00
CO2 Omniguide	8013102	OMNIGUIDE Sterile Gas Filter	\$70.00
CO2 Omniguide	8340050	BeamPath-BP-ROBOTIC	\$1,450.00
CO2 Omniguide	8340155	Omniguide ELEVATE ELITE ENT Fi	\$1,300.00
CO2 Omniguide	640M	CO2 Omniguide Standby	\$450.00
CO2 Omniguide	640A	CO2 Omniguide Procedure	\$725.00
CO2 Omniguide Beacon Fiber Optic	782M	CO2 Omniguide Beacon Fiber Optic Standby	\$450.00
CO2 Omniguide Beacon Fiber Optic	782A	CO2 Omniguide Beacon Fiber Optic Procedure	\$725.00
CO2 Omniguide Beacon Surgical	781M	CO2 Omniguide Beacon Surgical Standby	\$450.00
CO2 Omniguide Beacon Surgical	781A	CO2 Omniguide Beacon Surgical Procedure	\$725.00
CO2 Surgical	137920	AXIS SU Flex Ureteroscope	\$1,010.00
CO2 Surgical	137923	AXIS SU FlexScope Reverse Defl	\$1,010.00
CO2 Surgical	629	LaparoscpWorking,Nezhat,Adptrs	\$100.00

System Family	Item #	Description	Committed Price
CO2 Surgical	631	High Scan Microman	\$230.00
CO2 Surgical	635	Storz CO2 Coupler	\$200.00
CO2 Surgical	636	Ultrapulse 5000L Technology	\$570.00
CO2 Surgical	8013067	Biolitec 230um Disp Holm Fiber	\$355.00
CO2 Surgical	626M	CO2 Surgical Standby	\$450.00
CO2 Surgical	626A	CO2 Surgical Procedure	\$550.00
CO2 UltraPulse Duo Aesthetics	763U	CO2 UltraPulse Duo Aesthetics Procedure	\$750.00
CO2 UltraPulse Duo Aesthetics	765M	CO2 UltraPulse Duo Surgical Standby	\$600.00
CO2 UltraPulse Duo Surgical	765A	CO2 UltraPulse Duo Surgical Procedure	\$1,200.00
COR2RE	784U	COR2RE Procedure	\$750.00
Cryo Endocare For IR	8012029	Endocare CVA2400RA Right Angle	\$1,700.00
Cryo Endocare For IR	8031504	CRYOPROBE, IR, 1.7mm, PCS-17	\$2,300.00
Cryo Endocare For IR	8031510	CRYOPROBE, IR, 1.7mm, PCS17R	\$2,300.00
Cryo Endocare For IR	8031511	CRYOPRB,OR,2.4mm LNG, PCS-24L	\$2,300.00
Cryo Endocare For IR	8031512	CRYOPROBE, IR, 1.7mm, RS-17	\$2,375.00
Cryo Endocare For IR	8000307	EC CVA2400 Probe 2.4mm	\$1,250.00
Cryo Endocare For IR	8340046	CRYOPROBE, IR, 2.4mm, PCS-24	\$2,300.00
Cryo Endocare For IR	654M	Cryo Endocare For IR Standby	\$525.00
Cryo Endocare For IR	654A	Cryo Endocare For IR Procedure	\$2,000.00
Cryo Endocare For IR	142776	Varian 2.1 (14G) ISOLIS CryoProbe, 15cm Length, Ellipsoidal	\$2,450.00
Cryo Endocare For IR	142777	Varian 2.1 (14G) ISOLIS CryoProbe, 15cm Length, Spherical	\$2,450.00
Cryo Endocare For IR	142778	Varian 2.1 (14G) ISOLIS CryoProbe, 20cm Length, Ellipsoidal	\$2,450.00
Cryo Endocare For IR	142779	Varian 2.1 (14G) ISOLIS CryoProbe, 20cm Length, Spherical	\$2,450.00
Cryo Endocare For Prostate	8000176	EC PerCryo 1.7mm Short PCS17RS	\$1,875.00
Cryo Endocare For Prostate	8000285	Cryo Prostate 204 V-Kit	\$3,800.00
Cryo Endocare For Prostate	8000328	Needle Guide UA1344 Single-Use	\$150.00
Cryo Endocare For Prostate	8010134	ENDOCARE 8 MM CRYOPROBE	\$2,100.00
Cryo Endocare For Prostate	8031308	Cryo Prostate 207 V-Kit	\$4,275.00
Cryo Endocare For Prostate	8031309	EC Cath Tube Kit Circulating C	\$425.00
Cryo Endocare For Prostate	8031513	EC CRYOPROBE, IR, 2.4mm, RS-24	\$2,375.00
Cryo Endocare For Prostate	8031514	EC CRYOPRB,OR,2.4mm LNG, RS-24L	\$2,375.00
Cryo Endocare For Prostate	655M	Cryo Endocare For Prostate Standby	\$525.00
Cryo Endocare For Prostate	655A	Cryo Endocare For Prostate Procedure	\$2,000.00
Cryo Endocare for Prostate	8010135	TempProbe Short DirectAccess	\$225.00
Cryo Endocare For Prostate	135381	Ranger Blood Fluid Warming Set	\$60.00
Cryo Endocare For Renal	8010141	Renal Cryo Probe R3.8-L	\$3,430.00
Cryo Endocare For Renal	8031505	CRYOPRB,OR,1.7mm LNG, RS-17L	\$2,375.00
Cryo Endocare For Renal	651M	Cryo Endocare For Renal Standby	\$525.00
Cryo Endocare For Renal	651A	Cryo Endocare For Renal Procedure	\$2,000.00
Cryo Endocare for Renal	8010140	EC Renal Cryo Probe R3.8 Angeled	\$2,600.00
Cryo Galil For CT	659A	Cryo Galil For Prostate Procedure	\$2,000.00
Cryo Galil For CT	659M	Cryo Galil For Prostate Standby	\$525.00
Cryo Galil For CT	104888	Galil 3 IcePEARL 2.1 Prostate Kit/VL	\$4,950.00
Cryo Galil For CT	104889	IceFORCE 2.1 CX90 Cryoablation Needle	\$100.00



System Family	Item #	Description	Committed Price
Cryo Galil For CT	8000008	Galil Ice Rod VL I Thaw Kit	\$4,950.00
Cryo Galil For CT	8031483	IceSphere 90 Degree Cryoablation Needle	\$1,600.00
Cryo Galil For CT	8032610	Galil IceSeed 1.5 Straight Prostate	\$1,600.00
Cryo Galil For Prostate	660A	Cryo Galil For Prostate Procedure	\$2,000.00
Cryo Galil For Prostate	660M	Cryo Galil For Prostate Standby	\$525.00
Cryo Galil For Prostate	137929	Galil Urethral Warming Set	\$920.00
Cryo Galil For Prostate	8000365	Galil IceFORCE 2.1 CX Prostate Kit/VL	\$4,950.00
Cryo Galil For Prostate	8000366	Galil IcePEARL 2.1 CX Prostate Kit/VL	\$4,950.00
Cryo Galil For Prostate	8031487	Galil IceSeed® Prostate Kit/PR	\$4,950.00
Cryo Galil For Prostate	8031496	Galil Presice IceRod iThaw Cryo Needles (iThaw)	\$1,680.00
Cyber TM	8000278	CYBER TM 1000UM SU FIBER	\$1,215.00
Cyber TM	601	Cystoscope Cont. Flow	\$125.00
Cyber TM	604A	Cyber TM Procedure	\$735.00
Cyber TM	604M	Cyber TM Standby	\$355.00
Cyber TM	8000270	CyberTM 600um SideFire Fiber	\$1,015.00
Cyber TM	8000279	CyberTM 600um SU Straight Fibe	\$1,215.00
Cyber TM	8013007	CyberTM 800um OPT fiber SINGLE	\$1,015.00
Cyber TM	137911	OBM 600um Lateral Fbr	\$900.00
Cyber TM	8000280	CyberTM 200um SU Straight Fibe	\$995.00
Cyberwand	681	Nephroscope	\$275.00
Cyberwand	8103089	Cyberwand Ultrasonic probe sterile	\$1,100.00
Cyberwand	680M	Cyberwand Standby	\$450.00
Cyberwand	680A	Cyberwand Procedure	\$750.00
Diode 980	8000007	Diode Bare 600um Fiber(101095)	\$250.00
Diode 980	8013064	600 Micron Bare Fbr Rdced Unst	\$225.00
Diode 980	8013069	Biolitec 400um Diode Fiber	\$250.00
Diode 980	611M	Diode 980 Standby	\$450.00
Diode 980	611A	Diode 980 Procedure	\$550.00
Diode Ablation	101045	Wisdom Medical MB Forward Firing 400um Flat Tip for Leo Laser	\$355.00
Diode Ablation	132617	Wisdom Medical Twister XL Urology Fiber – Contact for Leo Laser	\$355.00
Diode Ablation	609	DiodeAblation Cystoscope Cont.	\$100.00
Diode Ablation	8000260	WM Twister SU Fiber	\$1,200.00
Diode Ablation	8000261	WM Twister L SU Fiber	\$1,200.00
Diode Ablation	8000262	WM Twister XL SU Fiber	\$1,200.00
Diode Ablation	8000263	WM Twister XXL SU Fiber	\$1,200.00
Diode Ablation	8000291	WM Twister SF Fiber	\$1,200.00
Diode Ablation	8000311	WM Fiber 400um Bare Tip	\$350.00
Diode Ablation	8000339	WM Fiber 600um Bare Tip	\$405.00
Diode Ablation	8000358	WM Fiber MegaBeam SF SU 600um	\$900.00
Diode Ablation	8010109	Diode Twister Fiber L	\$1,200.00
Diode Ablation	8013141	LP Bare Fbr 600um Ball Tip	\$225.00
Diode Ablation	8031522	Twister XL Fiber	\$750.00
Diode Ablation	610M	Diode Ablation Standby	\$450.00
Diode Ablation	610A	Diode Ablation Procedure	\$650.00

System Family	Item #	Description	Committed Price
Dual Diode	608M	Dual Diode Standby	\$450.00
Dual Diode	608A	Dual Diode Procedure	\$775.00
Erbium Sciton	696U	Erbium Sciton Procedure	\$650.00
ESWL	646	Bilateral Procedure	\$750.00
ESWL	647	ESWL OEC9900 C-Arm	\$755.00
ESWL	645M	ESWL Standby	\$525.00
ESWL	645A	ESWL Procedure	\$1,600.00
ESWL (300+)	698M	ESWL (300+) Standby	\$525.00
ESWL (300+)	698A	ESWL (300+) Procedure	\$1,700.00
Fee	453	Cancelled in less than 24 hours of case start time	50%
Fee	454	Cancelled after setup	75%
Fee	455	Cancellation upon arrival	75%
Fee	456	Cases starting after 5:00pm	\$100.00
Fee	457	Cases scheduled on weekends or on a holiday	\$100.00
Fee	458	Cases lasting more than two (2) hours of Scheduled start time (hourly fee billed in 15 min increments)	\$100.00
Fee	459	Cases scheduled within 24 hrs of Scheduled start time	\$100.00
Fee	460	Facilities 100 miles from local office	\$150.00
Fee	461	One time charge per technician on first case of the day	\$50.00
Fusion Biopsy	8000306	Koelis Disposable Biopsy Guide	\$100.00
Fusion Biopsy	720M	Fusion Biopsy Standby	\$450.00
Fusion Biopsy	720A	Fusion Biopsy Procedure	\$995.00
Fusion Biopsy	139240	Perine Full Grid SU 17-18G	\$150.00
Fusion Biopsy	8000371	Mini Grid SU 17G-18G	\$125.00
Fusion Biopsy	806	Koelis 3D Transrectal Probe EF	\$1,000.00
Fusion Biopsy	720S	Fusion Full Day Procedure	\$3,400.00
Fusion Biopsy	142780	Koelis Steady Pro	\$500.00
GentleLASE	692	Cryogen Gas 1000G M	\$75.00
GentleLASE	693U	GentleLASE Procedure	\$580.00
GentleMax	783U	GentleMax Procedure	\$580.00
Greenlight XPS	138344	Fiber XPS 2023	\$1,200.00
Greenlight XPS	602	Blown Scope/Laser Bridge	\$1,175.00
Greenlight XPS	8010152	BS HPS GREENLIGHTSF LTD10-2090	\$1,200.00
Greenlight XPS	8010153	BS HPS GREENLIGHTSF LTD10-2092	\$1,200.00
Greenlight XPS	600M	Greenlight XPS Standby	\$450.00
Greenlight XPS	600A	Greenlight XPS Procedure	\$725.00
HIFU	797A	HIFU Procedure	\$3,495.00
HIFU	797M	HIFU Standby	\$1,500.00
HIFU	150150	Sonablate Insertion Pack	\$2,500.00
Holmium	105895	LP Fbr SU 200um	\$230.00
Holmium	111737	LL Fbr SideFire RevoLix SU 600	\$600.00
Holmium	122162	Quanta Sterile 200um Core Bare Surgical Optical Fiber (Single Use)	\$355.00
Holmium	129607	PF Fiber 200 Smooth Passage	\$225.00

System Family	Item #	Description	Committed Price
Holmium	129541	PF Fiber 273 Smooth Passage	\$225.00
Holmium	129542	PF Fiber 365 Smooth Passage	\$225.00
Holmium	129543	PF Fiber 550 Smooth Passage	\$225.00
Holmium	129544	PF Fiber 910 Smooth Passage	\$300.00
Holmium	132939	Fiber HiFlex 600um	\$860.00
Holmium	137897	Quanta Sterile 1000um Core Bare Surgical Optical Fiber (Single Use) (replaces OAF089901)	\$355.00
Holmium	137898	Quanta Reusable Sterile 1000um Core Bare Surgical Optical Fiber	\$1,010.00
Holmium	137899	Quanta Optical Fiber 1000um Sterile Surgical Single Use	\$500.00
Holmium	137901	Quanta Reusable Sterile 1000um Core Bare Surgical Optical Fiber	\$1,010.00
Holmium	137902	Quanta 272um BendFiber Probe w/ Special Ball Tip (Single Use)	\$230.00
Holmium	137903	Quanta Optical Fiber 200um Performance Sterile Single Use	\$355.00
Holmium	137904	Quanta 600um Lateral Emitting Fiber (replaces OBM001239)	\$300.00
Holmium	137906	Quanta Optical Fiber 272um Precision Sterile Surgical Single Use	\$230.00
Holmium	137908	Quanta Optical Fiber 365um Precision Sterile Surgical Single Use	\$230.00
Holmium	137912	Quanta 150um TFL Optical Fiber (Single Use)	\$355.00
Holmium	137931	Quanta Reusable Sterile 200um Core Bare Surgical Optical Fiber	\$1,010.00
Holmium	137933	Quanta Optical Fiber 550um Sterile Surgical Single Use	\$300.00
Holmium	137935	Quanta Sterile 550um Core Bare Surgical Optical Fiber (Single Use)	\$230.00
Holmium	137936	Quanta Thulium Single Use 800um Core Bare Surgical Optical Fiber (replaces OAF088001)	\$355.00
Holmium	137938	Quanta Reusable Sterile 800um Core Bare Surgical Optical Fiber	\$1,010.00
Holmium	137939	Quanta Optical Fiber 800um Sterile Surgical Single Use	\$425.00
Holmium	137947	Lumenis Slimline 365 GI Fiber	\$860.00
Holmium	137967	Lumenis Slimline 365 ENDO Fiber	\$735.00
Holmium	614	Holm Abl Cystoscope Cont.Flow	\$220.00
Holmium	8000001	Trimedyn 30 Degree Arthro SMA	\$660.00
Holmium	8000003	Lumenis Xpeeda DSL Fiber	\$1,000.00
Holmium	8000005	(LP) 272um NavTip Holmium Fiber	\$350.00
Holmium	8000012	LL Fbr SU 550um	\$225.00
Holmium	8000014	LL Fbr SU 272um	\$225.00
Holmium	8000015	LL Fbr SU 365um	\$225.00
Holmium	8000038	LP Fbr SU 550um	\$225.00

System Family	Item #	Description	Committed Price
Holmium	8000039	LP Fbr SU 272um	\$225.00
Holmium	8000040	LP Fbr SU 365um	\$225.00
Holmium	8000041	LP Fbr SU 940um	\$515.00
Holmium	8000044	OI Fbr SU 200um	\$225.00
Holmium	8000095	LL Fbr SU 800um	\$225.00
Holmium	8000119	LI Fbr High Energy SU 272um	\$325.00
Holmium	8000145	(LI) 940 UM Single Use	\$400.00
Holmium	8000146	(LI) 272 UM Single Use	\$225.00
Holmium	8000147	LI Fbr Round Tip SU 200um	\$225.00
Holmium	8000148	(LI) 365 UM Single Use	\$225.00
Holmium	8000149	LL Fbr SU 200um	\$225.00
Holmium	8000150	LL Fbr SU 1000um	\$400.00
Holmium	8000152	LL Fbr Ball/Spherical end 272um	\$550.00
Holmium	8000164	(LI) 550 UM Single Use	\$225.00
Holmium	8000165	Leoni Laser Fiber Assy-Single Use-LFS-272-RTSB-0.22NA (Round Tip, Slim Barrel)	\$230.00
Holmium	8000177	FiLaC Radial Fbr 600um	\$455.00
Holmium	8000185	MF Holm SU 272um	\$225.00
Holmium	8000186	MF Holm SU 365um	\$225.00
Holmium	8000187	MF Holm SU 550um	\$225.00
Holmium	8000193	MF Holm RU 1000um	\$400.00
Holmium	8000194	(LI) 200 UM Single Use	\$225.00
Holmium	8000195	LI Fbr RU 200um	\$225.00
Holmium	8000205	LP Holm SU 365um Edge	\$225.00
Holmium	8000206	LP Holm SU 550um Edge	\$225.00
Holmium	8000208	LP Holm SU 272um Edge	\$225.00
Holmium	8000229	(Agiliti) 272 UM Single Use	\$205.00
Holmium	8000230	(Agiliti) 365 UM Single Use	\$205.00
Holmium	8000231	(Agiliti) 550 UM Single Use	\$205.00
Holmium	8000232	(Agiliti) 940 UM Single Use	\$500.00
Holmium	8000237	(Agiliti) 550 UM Single Use Side Fire	\$425.00
Holmium	8000241	(LI) 600 UM Single Use Side Fire	\$1,200.00
Holmium	8000246	Leoni Laser Fiber Assy-Single Use-LFS-365-RTSB-0.22NA (Round Tip, Slim Barrel)	\$230.00
Holmium	8000247	Leoni Laser Fiber Assy-Single Use-LFS-550-RTSB-0.22NA (Round Tip, Slim Barrel)	\$230.00
Holmium	8000248	Leoni Laser Fiber Assy-Single Use-LFS-940-RTSB-0.22NA (Round Tip, Slim Barrel)	\$230.00
Holmium	8000251	BS AccuTrac 200 SU Fbr BallTip	\$910.00
Holmium	8000273	Agiliti Fbr Reduced Buff 600um	\$255.00
Holmium	8000287	FiLaC Fiber Radial 400 Mic	\$455.00
Holmium	8000288	FiLaC Fiber Radial 600 Mic	\$455.00
Holmium	8000303	Lumenis Single Use FiberLase Endoscope Protection Sheath	\$0.00
Holmium	8000309	Quanta Sterile 365um Core Bare Surgical Optical Fiber (Single Use)	\$1,215.00
Holmium	8000323	LI Fbr High Energy SU 1000um	\$650.00
Holmium	8013000	Holm Fbr 600um Dual Wl Sf S	\$440.00

System Family	Item #	Description	Committed Price
Holmium	8013034	Trimedyn Reusable 20 Degree Switch Tip Fiber	\$355.00
Holmium	8013039	Trimedyn Single Use 35cm Sidefire Needle w/SOR & Irrigation	\$660.00
Holmium	8013045	BS Fbr SU 910UM PRIVATE LABEL	\$405.00
Holmium	8013053	Trimedyn Single Use 90 Degree Sidefire Switch Tip Fiber 12.5 cm 3.0 taper to 2.0 mm	\$760.00
Holmium	8013056	LP Fbr RU 365um	\$225.00
Holmium	8013057	LP Fbr RU 550um	\$255.00
Holmium	8013059	BS Fbr SU 200UM PRIVATE LABEL	\$225.00
Holmium	8013060	BS Fbr SU 272UM PRIVATE LABEL	\$230.00
Holmium	8013085	600 Bare Fbr Reduce Buff Strip	\$200.00
Holmium	8013105	LU Novus Horn Fbr	\$225.00
Holmium	8031239	Trimedyn Single Use 90 Degree Switch Tip Fiber 21.5 cm	\$760.00
Holmium	8031450	Lumenis SlimGI 365 UM ERCP Holm	\$860.00
Holmium	8031451	(LP) 365 UM ERCP HOLM FIBER	\$225.00
Holmium	8031503	Bare Fiber Assy Flat Tip 1000um	\$600.00
Holmium	8130006	LL Revolix High Energy SU 1000um	\$800.00
Holmium	616M	Holmium Standby	\$350.00
Holmium	616A	Holmium Procedure	\$425.00
Holmium	137905	QuantaHolmium600umLateralFbr	\$995.00
Holmium	137932	Quanta Thulium 272um Fbr SU	\$250.00
Holmium	137934	Quanta OF 550um RU Fbr	\$500.00
Holmium High Power	8013003	Holm Needl 35cm90DegSF Irrig S	\$735.00
Holmium High Power	8000325	Fiber SU 600um High Power SF S	\$650.00
Holmium High Power	613M	Holmium High Power Standby	\$450.00
Holmium High Power	613A	Holmium High Power Procedure	\$700.00
Holmium Nd:YAG Dual	619M	Holmium Nd:YAG Dual Standby	\$450.00
Holmium Nd:YAG Dual	619A	Holmium Nd:YAG Dual Procedure	\$600.00
KTP	622	KTP Scope Lens Filter Black	\$200.00
KTP	624	KTP MicrobeamZeissStapeNeuroIC	\$80.00
KTP	8000069	Laser Peripherals KTP/YAG 600 micron Bare Laser Fiber	\$355.00
KTP	8000314	Probe OTO Short Angle	\$190.00
KTP	8000319	Probe OTO Long Angle	\$190.00
KTP	8010148	KTP Fbr 300um Endostat S	\$650.00
KTP	8010150	KTP Aura Fbr 125um Accustat S	\$800.00
KTP	8010151	KTP Fbr200um Endst Aura/OrionS	\$750.00
KTP	8010164	KTP Fbr 400um Endostat	\$450.00
KTP	8013001	KTP Fbr 600um Lsr Sf SMA S	\$300.00
KTP	8013079	Lumenis Novus Gherini Fiber	\$225.00
KTP	8013080	Lumenis Novus Horn Fiber	\$230.00
KTP	8013084	KTP Fbr 400um BARE S	\$225.00
KTP	8013139	Laser Peripherals KTP/YAG 1000 Micron LP Conical Tip Fiber	\$355.00
KTP	8013140	Laser Peripherals KTP/YAG .6 mm LP Conical Tip Fiber	\$355.00



System Family	Item #	Description	Committed Price
KTP	8013145	KTP Fbr Endostat .6mm,12ft	\$450.00
KTP	8031208	KTP Fbr 200um Endostat Xlt S	\$725.00
KTP	621M	KTP Standby	\$300.00
KTP	621A	KTP Procedure	\$600.00
KTP Aura [Surgical]	625M	KTP Aura [Surgical] Standby	\$450.00
KTP Aura [Surgical]	625A	KTP Aura [Surgical] Procedure	\$650.00
KTP Aura [Surgical]	135253	InnoVoice KTP Fiber SU 400um	\$805.00
KTP Aura [Surgical]	137952	Laser Engineering Single Use Ultralase Flexible Silica Waveguide Otolaryngology 300 Micron Fiber	\$355.00
KTP Aura [Surgical]	137977	Laser Engineering Single Use Ultralase Flexible Silica Waveguide 500 Micron	\$860.00
KTP Aura [Surgical]	138044	Laser Engineering Single Use Ultralase Flexible Silica Waveguide 300 Micron	\$860.00
Medlite C6	695U	Medlite C6 Procedure	\$580.00
Microwave Ablation	8000077	Precion PR Ablation Prb 20cm-17 guage	\$2,130.00
Microwave Ablation	8000078	Certus Ablation Probe 25cm-13g	\$2,130.00
Microwave Ablation	8000298	LT Antenna, Tip4.1cm, 14gx15cm	\$1,695.00
Microwave Ablation	8000299	ST Antenna, Tip 2.0cm,14gx20cm	\$1,715.00
Microwave Ablation	8000300	ST Antenna, Tip 2.0cm,14gx15cm	\$1,695.00
Microwave Ablation	8000301	LT Antenna, Tip4.1cm, 14gx25cm	\$1,695.00
Microwave Ablation	8000302	LT Antenna, Tip4.1cm, 14gx20cm	\$1,745.00
Microwave Ablation	744M	Microwave Ablation Standby	\$450.00
Microwave Ablation	744A	Microwave Ablation Procedure	\$2,000.00
Morcellator	105733	Mocellator SINGLE USE Blade	\$700.00
Morcellator	8000330	RS Blade Morcellator SU Long	\$700.00
Morcellator	8000331	RS Blade Morcellator SU	\$700.00
Morcellator	8031523	Overflow Protection / Bacteria	\$70.00
Morcellator	8000347	Overflow Protection / Bacteria	\$70.00
Morcellator	8031525	Disposable Tissue Collecting C	\$70.00
Morcellator	8000333	RS Container Tissue Collecting	\$70.00
Morcellator	8031526	Disposable Tube Set	\$95.00
Morcellator	8000332	RS Tube Set Disp	\$95.00
Morcellator	606M	Morcellator Standby	\$450.00
Morcellator	606A	Morcellator Procedure	\$650.00
Morcellator	8650962	Mutlti-Point Thermal Sen	\$600.00
Nd:YAG (SLT)	8012005	SLT Nd Yag Fluid Cartridge S	\$0.00
Nd:YAG (SLT)	8013023	SLT Hp Short Curve SSRH7 S	\$420.00
Nd:YAG (SLT)	620M	Nd:YAG (SLT) Standby	\$450.00
Nd:YAG (SLT)	620A	Nd:YAG (SLT) Procedure	\$575.00
Nd:YAG (SLT)	121166	NeverTouch-FRS 65cmKit	\$600.00
Ophthalmic Diode	106664	Iridex Micropulse P3 Probe	\$400.00
Ophthalmic Diode	111208	Iridex G-Probe Micro Pulse	\$400.00
Ophthalmic Diode	1650643	PROBE, 23ga CVD ENDOC IL SMA	\$325.00
Ophthalmic Diode	8013219	25GA ENDO OCULAR STRAIGHT LASER PROBE	\$420.00
Ophthalmic Diode	686M	Ophthalmic Diode Standby	\$450.00
Ophthalmic Diode	686A	Ophthalmic Diode Procedure	\$800.00

System Family	Item #	Description	Committed Price
Ophthalmic Yag	688M	Ophthalmic Yag Standby	\$450.00
Ophthalmic Yag	688A	Ophthalmic Yag Procedure	\$500.00
Other Items	8000357	Tubing 7/8 X 10 W/wand /sponge	\$125.00
Other Items	8013011	ET Tube 6.0mm Xomed Treace S	\$355.00
Other Items	8010136	Urethral Warming Catheter	\$350.00
Premium Stone Treatment	787A	Premium Stone Treatment Procedure	\$995.00
Premium Stone Treatment	787M	Premium Stone Treatment Standby	\$450.00
Premium Stone Treatment	137282	Thulio Fbr SingleFlex 270 SU	\$425.00
Premium Stone Treatment	137285	Thulio Fbr SingleFlex 400 SU	\$425.00
Premium Stone Treatment	137286	Thulio Fbr SingleFlex 600 SU	\$650.00
Premium Stone Treatment	137287	Thulio Fbr SingleFlex 1000 SU	\$1,100.00
Premium Stone Treatment	8000379	CPT Fiber Optical 200 SU	\$500.00
Premium Stone Treatment	8000380	CPT Fiber Optical 272 SU	\$500.00
Premium Stone Treatment	8000382	CPT Fiber Optical 365 SU	\$500.00
Premium Stone Treatment	8000383	CPT Fiber Optical 550 SU	\$625.00
Premium Stone Treatment	8000385	CPT Fiber Optical 800 SU	\$775.00
Premium Stone Treatment	8000400	CPT Fiber Stripper Opt 100-400	\$350.00
Premium Stone Treatment	137969	Cyber Blade Morcellator Kit	\$1,800.00
Revolix	8000115	LP Fbr Side Fire SU 550um	\$435.00
Revolix	8000174	(LI) Fbr SU 800um	\$400.00
Revolix	643M	Revolix Standby	\$525.00
Revolix	643A	Revolix Procedure	\$1,150.00
ShockPulse	8000335	OLY ShockPulse Probe SU 3.76m	\$1,200.00
ShockPulse	8000336	OLY ShockPulse Probe SU 3.40m	\$1,200.00
ShockPulse	785M	ShockPulse Standby	\$525.00
ShockPulse	785A	ShockPulse Procedure	\$1,350.00
ShockPulse	8000360	OLY ShockPulse Probe SU 1.83mm	\$1,215.00
SUSA	672A	SUSA Procedure	\$1,015.00
SUSA	672M	SUSA Standby	\$355.00
SUSA	673	SUSA HP Curved	\$250.00
SUSA	8000096	Sonastar Suction Canister	\$90.00
SUSA	8010102	Misonix Tubing Set MXA-PA	\$250.00
SUSA	8010103	SonaStar Std Tip MXA-D212	\$910.00
SUSA	8010104	SonaStar Curved Tip MXA-D218	\$900.00
Swiss Lithoclast	682M	Swiss Lithoclast Standby	\$450.00
Swiss Lithoclast	682A	Swiss Lithoclast Procedure	\$675.00
Tech Only	462*	Tech Only Per Hour (2 Hour Minimum)	\$175.00
TMR Heart	8031204	SOLOGRIP III HANDPIECE	\$5,500.00
TMR Heart	644M	TMR Heart Standby	\$450.00
TMR Heart	644A	TMR Heart Procedure	\$3,200.00
Ultrasound Basic	775	BK Specto Biplane Probe 9048	\$845.00
Ultrasound Basic	769M	Ultrasound Basic Standby	\$450.00
Ultrasound Basic	769A	Ultrasound Basic Procedure	\$950.00
UreTron Lithotripter	119636	Rigid Multi Probe URT-PR-3.1-3	\$825.00
UreTron Lithotripter	738M	UreTron Lithotripter Standby	\$450.00
UreTron Lithotripter	738A	UreTron Lithotripter Procedure	\$845.00
Vbeam	691U	Vbeam Procedure	\$950.00

System Family	Item #	Description	Committed Price
Venous Ablation [Diode For EVLT]	8031469	Micro Introducer Kit, 4fr x 7cm 400mc	\$560.00
Venous Ablation [Diode For EVLT]	8031471	Micro Introducer, 6fr X 11cm	\$100.00
Venous Ablation [Diode For EVLT]	8031493	Micro Introducer Kit, 4fr x 7cm 400mc	\$570.00
Venous Ablation [Diode For EVLT]	8031516	Micro Introducer, 6fr X 11cm	\$100.00
Venous Ablation [Diode For EVLT]	612M	Venous Ablation [Diode For EVLT] Standby	\$450.00
Venous Ablation [Diode For EVLT]	612A	Venous Ablation [Diode For EVLT] Procedure	\$950.00



### **Rebate Acknowledgement Form**

Attached is a Rebate Acknowledgement Form. The provisions of this Agreement shall be deemed incorporated into any Rebate Acknowledgement (and any amendments thereto) that may be executed and delivered by a Purchaser and Vendor under this Agreement, and such Rebate Acknowledgement shall be subject to and governed by the terms and conditions of this Agreement.

Additionally, Vendor shall submit a copy of any executed Rebate Acknowledgments with a Purchaser hereunder. The Rebate Acknowledgements shall be sent by e-mail to: [HPG.PurchasedServices@healthtrustpg.com](mailto:HPG.PurchasedServices@healthtrustpg.com)

The subject line of such e-mail shall specify Vendor's name, the agreement number and the service category (e.g. Subject: Vendor Name\_Agreement Number\_Services Category). This information is stated on the title page of this Agreement.

## Rebate Acknowledgement Form

The Facility or Group that signs this Acknowledgement commits to purchase from Agiliti Health, Inc. (“Vendor”) those “Covered Services” listed in the box below, available under that Purchasing Agreement between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Vendor, dated January 1, 2023 (“Effective Date of Purchasing Agreement”), as may be amended (HPG-87765), the “Agreement”), according to the terms in this Acknowledgement. Facility understands that its eligibility to participate in Vendor’s Rebate Program is contingent upon signing this Acknowledgement form.

Facility/Group commits to increase their spend with Vendor for Services under the Agreement. In exchange, during each applicable Measurement Period, Vendor agrees to pay a 4% rebate on all purchases of Services above the Baseline Period spend amount. The initial Baseline Period will be the 12-month period prior to the Rebate Acknowledgment Form Effective Date. The initial Measurement Period will be defined as the twelve (12) months following the Rebate Acknowledgment Form Effective Date. Subsequent Measurement Periods will be reset every twelve (12) months. The Baseline Period will be updated each year to reflect the twelve (12) months prior to the applicable Measurement Period. The Measurement Period and Baseline Period will be pro-rated for the final year of the Agreement.

“Group” is defined as at least two healthcare provider locations/facilities owned or controlled by a Participant. The healthcare provider locations/facilities in the Group are listed in the schedule attached to this Acknowledgement.

Covered Services: Laser rental

Baseline Spend Amount (Equal to the previous consecutive 12 months prior to the Acknowledgment Effective Date, of total spend of Covered Services by Facility or Group from Vendor): **\$81,645**

Acknowledgment Effective Date: **2/1/2025 to 1/1/2026**

In the event, Facility or Group fails to meet its Commitment at the expiration of the Term of Rebate Acknowledgement, no Rebates provided for under the Rebate Program shall be paid. Facility or Group must be current and paid on all accounts payable in order to earn any Rebate.

### Product Payment Requirements

Facility or Group may terminate its participation in Vendor’s Rebate Program and this Acknowledgement at any time upon providing thirty (30) days prior written notice to Vendor without penalty; after the effective date of such termination, no Rebates thereafter will be earned by Facility or Group. Upon request of HealthTrust, Vendor shall provide HealthTrust a fully executed copy of this Acknowledgement, which shall be delivered to HealthTrust per the notice provisions of the Agreement. Any change to this Acknowledgement shall first be approved in writing by HealthTrust.

PURCHASER

\_\_\_\_\_  
(Legal Name of Facility)  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print Name of Signor)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

VENDOR

\_\_\_\_\_  
(Legal Name of Vendor)  
By: \_\_\_\_\_  
(Signature) **Kim Vlaisavljevich**  
Name: \_\_\_\_\_  
(Print Name of Signor)  
Title: VP Finance and Treasurer  
Date: \_\_\_\_\_

GPOID#: \_\_\_\_\_  
Tax ID: \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Facility: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
(Vendor Email Address)

GROUP

\_\_\_\_\_  
(Legal Name of Facility)  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print Name of Signor)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

VENDOR

\_\_\_\_\_  
(Legal Name of Vendor)  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print Name of Signor)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

GPOID#: \_\_\_\_\_  
GroupName(s): \_\_\_\_\_  
Group Address(es): \_\_\_\_\_  
Attention: \_\_\_\_\_  
(Vendor Email Address)

**Group Key Contact Information**

Group Name: \_\_\_\_\_  
Key Contact for Group: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **Facility List**

<b>Account #</b>	<b>Account Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>HPG ID</b>	<b>Spend</b>
143578	Kern Medical Center	1700 Mount Vernon Ave	Bakersfield	CA	93306	H044520	\$81,645



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

April 16, 2025

**Subject:** Proposed Resolution in support of the Kern Medical Center trauma program

**Recommended Action:** Approve; Authorize Chairman to sign resolution

**Summary:**

The Authority contracts with the American College of Surgeons ("ACS"), through their Committee on Trauma, which provides a verification process whereby a hospital is evaluated to determine whether the ACS criteria are being met. This verification process is required on a triennial basis. A new guideline, introduced in 2022, requires a hospital's governing body to show documented support of the institution's trauma program. The proposed resolution demonstrates that the trauma program at Kern Medical Center is supported and validated by your Board.

The guidelines for verification and designation as a trauma program are continuous and ever-changing but Kern Medical works diligently to maintain its trauma program's verification and designation to provide these vital services to the community. The Kern Medical trauma program meets the ACS elements of a trauma program.

Therefore, it is recommended that your Board adopt the proposed resolution in support of the Kern Medical Center trauma program and acknowledge your Board's commitment to maintain the high standards needed to provide optimal care of all trauma patients.

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

---

In the matter of:

Resolution No. 2025-\_\_\_\_

**INSTITUTIONAL SUPPORT FOR AND  
COMMITTMENT TO THE KERN MEDICAL  
CENTER TRAUMA PROGRAM**

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I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 16th day of April, 2025, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

**MONA A. ALLEN**  
Authority Board Coordinator  
Kern County Hospital Authority

---

Mona A. Allen

---

**RESOLUTION**

Section 1. WHEREAS:

(a) (a) The Kern County Hospital Authority Act (Health & Saf. Code, §101852 et seq.) provides that the Kern County Hospital Authority (“Authority”) has the power *“to engage in other activities that may be in the best interests of the authority and the persons served by the authority, as determined by the board of governors, in order to respond to changes in the health care industry* (Health & Saf. Code, §101855(a)(23).); and

(b) The Authority operates and maintains a designated Level II trauma center at Kern Medical Center, with a mission of maintaining and improving the health of all county residents; and

(c) The American College of Surgeons (“ACS”), through its Committee on Trauma, requires each designated trauma center to undergo a rigorous verification process to determine whether ACS criteria are met; and

(d) The ACS elements of a trauma program include the following: (1) hospital organization; (2) medical staff support; (3) a trauma medical director; (4) a trauma resuscitation team; (5) a trauma service; (6) a trauma program manager; (7) a trauma registrar; (8) performance improvement support personnel; and (9) a multidisciplinary trauma peer review committee of the performance improvement and patient safety program; and

(e) The Kern Medical Center trauma program meets the ACS elements of a trauma program; and

(f) The ACS requires the governing body demonstrate institutional support and commitment of the trauma program on a triennial basis; and

(g) It is in the best interest of the Authority that the Board of Governors applies for reverification of the designated Level II trauma center at Kern Medical Center.

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

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

2. This Board hereby acknowledges the elements of a trauma program to meet the requirement for verification by the ACS, including the necessary commitment and collaboration of the governing body and medical staff to facilitate the allocation of resources and the development of programs designed to improve the care of injured patients.

3. This Board hereby applies for reverification of a Level II trauma center.

4. This Board hereby commits to maintain the high standards needed to provide optimal care of all trauma patients and provide the administrative support necessary to evaluate care across disciplines, identify opportunities for improvement, and implement appropriate corrective action.

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

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

Chief Executive Officer  
Medical Executive Committee  
Chief Medical Officer  
Chair, Department of Emergency Medicine  
Trauma Medical Director  
Clinical Manager, Trauma Medicine  
Legal Services Department





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

April 16, 2025

**Subject:** Proposed retroactive Amendment No. 5 to Memorandum of Understanding 61320 with Kern Health Systems ("KHS") Translation services

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests that your Board retroactively approve the attached proposed Amendment No. 5 to the Memorandum of Understanding (MOU) with Kern Health Systems (KHS) for translation services for all Kern Medical patients, which includes KHS Members. The Amendment is retroactive due to prolonged negotiations with KHS over the added responsibility of Kern Medical to capture KHS member numbers and the payment methodology.

On December 11, 2020, Kern Medical and KHS entered into the MOU whereby KHS provided the necessary equipment for use by Kern Medical to access audio and video translation services for the entire Kern Medical patient population for a period not to exceed six months, commencing December 14, 2020. The most recent Amendment extended the term through December 31, 2024.

The proposed Amendment extends the term of the MOU from January 1, 2025 through February 27, 2028, and increases the maximum payable by \$2,090,000 (Y1 - \$660,000, Y2 - \$695,000, Y3 - \$735,000), from \$2,225,000 to \$4,315,000, to cover the extended term. The new maximum payable is calculated based on the average monthly usage of approximately \$53,000 per month for the next 38 months, and provides additional dollars in the event there is a spike in usage.

Kern Medical continues to pay KHS an amount not to exceed 70% of monthly utilization of the KHS Language Line Translation Services as originally agreed upon in the MOU, until such time as the parties agree on a different payment methodology based on KHS patient volume versus a percentage of monthly utilization.

Therefore, it is recommended that your Board retroactively approve Amendment No. 5 to the MOU with Kern Health Systems for the continued provision of translation services, extending the term from January 1, 2025 through February 27, 2028, increasing the maximum payable by \$2,090,000, from \$2,225,000 to \$4,315,000, to cover the extended term, and authorize the Chairman to sign.

**AMENDMENT NO. 5  
TO  
MEMORANDUM OF UNDERSTANDING  
(Kern County Hospital Authority – Kern Health Systems)**

This Amendment No. 5 to the Memorandum of Understanding is made and entered into this 11 day of April, 2025, between Kern County Hospital Authority, a local unit of government ("Authority"), which owns and operates Kern Medical Center ("KMC"), and Kern Health Systems, a county health authority ("KHS").

**RECITALS**

- (a) Authority and KHS have heretofore entered into a Memorandum of Understanding (Agt. #61320, dated December 11, 2020), Amendment No. 1 (Agt. #043-2021, dated August 18, 2021), Amendment No. 2 (Agt. 019-2022, dated February 16, 2022), and Amendment No. 3 (Agt. 139-2022, dated November 16, 2022), Amendment No. 4 (Agt. 003-2024, dated January 17, 2024) (collectively, the "MOU"), whereby KHS provides Translation Services to patients of KMC which include KHS Members, as such services are unavailable from Authority resources; and
- (b) The parties agree to amend certain terms and conditions of the MOU as hereinafter set forth; and
- (c) The Agreement is amended effective January 1, 2025;

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

- 1. Section 1, Responsibilities of KHS, paragraph A, shall be deleted in its entirety and replaced with the following:
  - "A. KHS will maintain Translation Services for KHS Members and will make such services available to KMC for the entire KMC patient population for the period commencing December 14, 2020, and continuing through February 27, 2028 (the "Term")."
- 2. Section 2, Responsibilities of KMC, paragraph F, shall be made part of the MOU as follows:
  - "F. KMC agrees to capture the member record number on every call for a three (3) month period from May 1, 2025 through July 31, 2025."
- 3. Section 3, Payment for Services, shall be deleted in its entirety and replaced with the following:

"A. Payment Methodology. KMC agrees to pay KHS an amount not to exceed seventy percent (70%) of utilization for Translation Services for a nine (9) month period from December 14, 2024 through September 14, 2025. In the nine (9) months prior to September 14, 2025, the parties shall meet and confer in good faith regarding the payment methodology paid to KHS hereunder. If the parties are unable to reach an agreement concerning the payment methodology before September 14, 2025, the payment methodology in effect will remain in effect until an agreement is reached, subject to possible retroactive adjustment as may be mutually agreed. Any adjustment in the payment methodology shall be in writing and signed by both parties through a formal amendment to this MOU. KHS will invoice KMC monthly. KMC agrees to pay KHS within thirty (30) days of receipt of each invoice. If KMC fails to pay KHS within thirty (30) days of receipt of the invoice, KHS shall have the right to offset any money owed to KHS by KMC, including but not limited to offsets against future payments from any subsequent disbursements or future claims owed to KMC payable by KHS until the entire amount has been repaid in full to KHS. To ensure proper tax reporting of the compensation paid under this MOU, KHS shall complete, execute and deliver to KMC an IRS Form W-9. All services are payable in arrears.

B. Maximum Payable. The maximum payable under this MOU shall not exceed \$2,100,000 for the period January 1, 2025 through February 27, 2028, with total compensation not to exceed \$4,315,000 over the Term of this MOU.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

KERN HEALTH SYSTEMS

By:   
Emily Duran  
Chief Executive Officer

KERN COUNTY HOSPITAL AUTHORITY

By: \_\_\_\_\_  
Chairman  
Board of Governors

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Scott Thygerson  
Chief Executive Officer  
Kern County Hospital Authority

APPROVED AS TO FORM:  
LEGAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
Karen S. Barnes  
Vice President & General Counsel  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed Amendment No. 4 to Agreement 29216 with Beckman Coulter

**Requested Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Beckman Coulter Service Agreement with Beckman Coulter, for service and maintenance of two (2) DXH 800 Analyzer and one (1) DXH Slide Maker Stainer increasing the not to exceed amount by \$45,000 for the service and \$120,000 for the reagents for a total not to exceed amount of \$1,250,000 over the nine (9) year term of the agreement. These devices provide high-volume diagnostic hematology testing for Kern medical Inpatient and Outpatients. Beckman Coulter is the manufacturer and current service and maintenance provider of the devices.

On November 20, 2016, Kern Medical entered into an a five (5) year placement agreement with Beckman Coulter for the DXH 800 Analyzer and one DXH Slide Maker Stainer, including service for the equipment over the term of the agreement. As part of this agreement, Kern Medical agreed to a minimum annual purchase commitment for reagents of \$52,707.90 in return for no-cost placement of the equipment with an option to purchase the equipment at the end of the term for the fair market value at the time of termination. Prices for reagents are subject to GPO pricing. The 5-year term of the agreement began when the device was shipped on April 20, 2017. The chemistry analyzer is a critical diagnostic tool for Kern Medical with volumes that exceed the minimum purchase requirements.

On December 1, 2016, Kern Medical entered into an addendum removing various terms including auto-renewal language.

On April 15, 2022, Kern Medical entered into an amendment extending the term of the Agreement for an additional year.

On June 6, 2023, Kern Medical entered into an amendment extending the term of the Agreement for an additional year.

On April 1, 2024, Kern Medical entered into an amendment extending the term of the Agreement for an additional year.

Therefore, it is recommended that your Board approve the proposed Amendment with Beckman Coulter, extending the term for one (1) year and increasing the not to exceed amount of \$165,000 plus tax and shipping for a total not to exceed of \$1,250,000 over the nine (9) year term of the agreement, and authorize the Chairman to sign.

**AMENDMENT  
TO  
AGREEMENT  
(Kern County Hospital Authority – Beckman Coulter)**

THIS AMENDMENT TO AGREEMENT, effective April 16, 2025, is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("KMC"), and Beckman Coulter ("Consultant") with its principal place of business located at A250 South Kraemer Boulevard, Brea, California 92821-6232.

WITNESSETH:

WHEREAS, KCHA and Consultant entered into an Agreement dated November 30, 2016 (Agt. #29216), Addendum dated December 1, 2016 (KCHA Agt. #25616), Amendment dated February 10, 2021 (KCHA Agt. # 05921), Amendment dated April 15, 2022 (KCHA Agt. #15422), Amendment dated June 6, 2023 (KCHA Agt. #35223), and Amendment dated April 1, 2024 (KCHA Agt. #17224) ("Agreement") for the period November 30, 2016 through April 19, 2025; and

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

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

  X   **Term.** The Agreement shall be extended from April 20, 2025 to April 19, 2026, unless sooner terminated as provided for in the Agreement.

  X   **Fees** payable by KCHA under the Agreement shall increase by \$45,000.

       **Travel Expenses** payable by KCHA under the Agreement shall increase from by \$, from \$ to \$.

       **Services.** See Exhibits        and       , attached hereto and incorporated herein by this reference, for revised Services.

       **Other**

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

IN WITNESS WHEREOF, this Amendment to the Agreement has been executed as of the date indicated above.

**KERN COUNTY HOSPITAL AUTHORITY**

**APPROVED AS TO CONTENT:**  
Responsible KCHA Department

By \_\_\_\_\_  
Chairman, Board of Governors  
"KCHA"

By \_\_\_\_\_  
Scott Thygerson, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

**APPROVED AS TO FORM:**  
Legal Services Department

By Shawnee Armstrong  
Signed by: 0EBC97EB9694495  
Name: Shawnee Armstrong  
Title: Director, Client Services  
"Consultant"

By Phillip J. H.  
Hospital Counselor  
Kern County Hospital Authority

Date: 3/28/2025

Date: 3/31/25



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

April 16, 2025

**Subject:** Proposed Agreement with Therapeutic Research Center, LLC

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve the proposed Agreement with Therapeutic Research Center (TRC) for a subscription for online training for pharmacy staff (pharmacists and technicians). The California Board of Pharmacy and the Joint Commission require hospitals to provide annual training and competencies related to pharmacy practice including both sterile and non-sterile compounding, two areas of practice that are vital to operating a hospital pharmacy. This training platform will help us comply with regulatory requirements and will promote patient safety. The total cost of the agreement for the three (3) year term is \$20,930.

Counsel is unable to approve these terms as to form as because they include non-standard terms of no indemnification for the Authority and no termination for convenience. Nevertheless, Kern Medical requests your Board approve this Agreement to continue to ensure compliance with Joint Commission regulations.

Kern Medical recommends that your Board approve the proposed three (3) year Agreement with Therapeutic Research Center in an amount not to exceed \$20,930 plus applicable taxes and fees and authorize Chairman to sign.

# Service Order Form

This Service Order Form confirms (Subscriber's) intent to subscribe to Therapeutic Research Center, LLC's services as listed below and at the annual subscription fees listed ("Services and Fees"). A Purchase Order number is provided as further confirmation of Subscriber's intent to purchase. To the extent there is a conflict between the Service Order Form and the Terms & Conditions, the terms of the Service Order Form will control.

## Subscriber

20285162  
Kern Medical  
Jeff Jolliff  
1700 Mount Vernon Ave  
Bakersfield, CA 93306  
jeff.jolliff@kernmedical.com  
(661) 326-2191

## Therapeutic Research Center, LLC ("TRC")

Michael Pisano  
10100 Trinity Parkway, Suite 115  
Stockton, CA 95219  
Billing email: [ar@trchealthcare.com](mailto:ar@trchealthcare.com)  
209.472.2240

Purchase Order No: \_\_\_\_\_

**Billing Frequency:** Annual - Invoices will be issued up to 60 days prior to each related service period.

**Invoice Terms:** Net 30

**Payment by Credit Card:** Therapeutic Research Center, LLC accepts credit card payments from Visa, MasterCard and Amex. A 4% service fee will apply.

## Services and Fees

**Quantity Definition:** Beds

**Initial Term End Date:** 03/31/27

**Option Year End Date:** 03/31/28

Initial Term				
Qty	Description	Start Date	End Date	Sub-Total
222	CE Immunization Package	4/16/2025	3/31/2026	\$388.50
222	Hospital Pharmacist's Letter with CE	4/16/2025	3/31/2026	\$1,751.58
222	Learning Management Portal	4/16/2025	3/31/2026	\$683.76
222	RxAdvanced: Base	4/16/2025	3/31/2026	\$0.00
222	CriticalPoint: Nonsterile Compounding eLearning	4/16/2025	3/31/2026	\$0.00
222	CriticalPoint: Sterile Compounding & Hazardous Drugs eLearning	4/16/2025	3/31/2026	\$0.00
1	RxAdvanced: Anticoagulant Management	4/16/2025	3/31/2026	\$0.00
1	RxAdvanced: Opioid Stewardship	4/16/2025	3/31/2026	\$0.00
222	CE Immunization Package	4/1/2026	3/31/2027	\$399.60
222	CriticalPoint: Nonsterile Compounding eLearning	4/1/2026	3/31/2027	\$0.00
222	CriticalPoint: Sterile Compounding & Hazardous Drugs eLearning	4/1/2026	3/31/2027	\$2,895.37
222	Hospital Pharmacist's Letter with CE	4/1/2026	3/31/2027	\$1,802.64



222	Learning Management Portal	4/1/2026	3/31/2027	\$703.74
1	RxAdvanced: Anticoagulant Management	4/1/2026	3/31/2027	\$779.77
1	RxAdvanced: Opioid Stewardship	4/1/2026	3/31/2027	\$779.77
222	RxAdvanced: Base	4/1/2026	3/31/2027	\$1,559.52
<b>Option Year</b>				
<b>Qty</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Sub-Total</b>
222	CE Immunization Package	4/1/2027	3/31/2028	\$410.70
222	CriticalPoint: Nonsterile Compounding eLearning	4/1/2027	3/31/2028	\$0.00
222	CriticalPoint: Sterile Compounding & Hazardous Drugs eLearning	4/1/2027	3/31/2028	\$2,982.23
222	Hospital Pharmacist's Letter with CE	4/1/2027	3/31/2028	\$1,855.92
222	Learning Management Portal	4/1/2027	3/31/2028	\$723.72
1	RxAdvanced: Anticoagulant Management	4/1/2027	3/31/2028	\$803.16
222	RxAdvanced: Base	4/1/2027	3/31/2028	\$1,606.31
1	RxAdvanced: Opioid Stewardship	4/1/2027	3/31/2028	\$803.16

**Sub-Total:** \$ 20,929.45

**Estimated Sales Tax:** \$ 0.00

**Total:** \$ 20,929.45

For organic growth (including but not limited to location count/hospital bed count, user count or additional facilities) these additions will be accounted for at the anniversary date of the subscription. Subscriber shall inform TRC of any increases to location count/hospital bed count, user count or additional facilities at least sixty (60) days prior to the anniversary date. For material acquisition or merger of 5% or more locations/hospital beds, users, or additional facilities, TRC reserves the right to pro-rata invoice the additions based on the time of acquisition or merger.

**Permitted Access Start:**

As of 04/16/2025, members of Subscriber's Authorized User list detailed below are authorized to access the Service(s) listed. Any change to this list shall be agreed in writing between Therapeutic Research Center, LLC and Subscriber via an amendment to this Service Order Form.

**Term and Termination:**

The initial term for each respective service as listed in the Services and Fees section above begins on April 16, 2025 and ends on March 31, 2027. The term will automatically renew for the Option Year of April 1, 2027 to March 31, 2028, as listed in the Services and Fees section above unless Subscriber provides written notice of termination to TRC at least sixty (60) days prior to the expiration of the then-current term (i.e. termination notice provided no later than 60 days prior to March 31, 2027). Thereafter, the term may be renewed via mutual written agreement between Therapeutic Research Center, LLC and Subscriber via an amendment to this Service Order Form.

**Authorized Locations and/or Users:**

Permitted subscriber locations and/or users are listed in Appendix A.

**Taxes:**

Therapeutic Research Center, LLC fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with the purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely

responsible for taxes assessable against us based on our income, property and employees.

**Invoices:**

Invoices will be directed to:  
Kern Medical  
Jeff Jolliff  
1700 Mount Vernon Ave  
Bakersfield, CA 93306  
jeff.jolliff@kernmedical.com

**Affirmative Action Statement:**

At Therapeutic Research Center, LLC all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. 41 C.F.R. § 1.41(a).

**Site License Agreement (SLA):**

By signing this Agreement, the Subscriber agrees to the terms of the SLA  
(<https://pharmacist.therapeuticresearch.com/termsconditions>).

**Signed for on behalf of Subscriber**

**Signature:**

**Print Name:**

**Title:**

**Date:**

**Signed for on behalf of Therapeutic Research Center, LLC**

**Signature:** Jill  
Morehead

**Print Name:** Jill Morehead

**Title:** Contracts Compliance Manager

**Date:** 4/10/2025

Digitally signed by Jill  
Morehead  
Date: 2025.04.10 12:48:31  
-07'00'

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By Phillip Jenkins  
Kern County Hospital Authority

**Appendix A – Authorized Locations List****Total Beds:** 222

<b>Location Name</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Beds</b>	<b>Member #</b>
Kern Medical	1700 Mount Vernon Ave	Bakersfield	CA	93306	222	20285162



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

April 16, 2025

**Subject:** Report on upcoming anticipated retroactive agreements

**Recommended Action:** Receive and File

**Summary:**

On February 18, 2025, Chairman McLaughlin requested staff to report back on a process for notifying your Board of upcoming retroactive agreements. Staff has complied the attached report on upcoming anticipated retroactive agreements. In the future, all board memos will state the reason for the retroactivity and reference the date your Board was first notified the agreement would be retroactive. This report will be a standing item on your Board's agenda.

Therefore, it is recommended that your Board receive and file the attached report.

**BOARD OF GOVERNORS**  
**REPORT ON UPCOMING ANTICIPATED RETROACTIVE AGREEMENTS**  
**APRIL 16, 2025**

<b>Agreement</b>	<b>Description</b>
Blue Cross of California dba Anthem Blue Cross	Managed Care Agreement
Coroner (County of Kern)	Morgue Services
G.E Healthcare	DeluxeCare with Glass Service Contract
TrueLearn, LLC	Software program for residents



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

April 16, 2025

**Subject:** Proposed retroactive Master Service Agreement with Steris Instrument Management Service, Inc.

**Requested Action:** Approve; Authorize Chief Executive Officer to sign

**Summary:**

Kern Medical requests your Board retroactively approve the proposed Master Service Agreement for Service, Maintenance and Repair with Steris Instrument Management Service, Inc, for service, maintenance and repair of various surgical scopes and instruments in an amount not to exceed \$766,888.65 for a three (3) year term from March 24, 2025 through March 23, 2028. These devices are critical to patient care as they are utilized during surgeries. Steris IMS provides quality and timely service at a reasonable cost.

This Agreement is retroactive due to delays in response from the vendor during negotiations over the terms and conditions. Once the negotiations were completed, the previous Agreement was set to expire which necessitated the immediate execution of this new Agreement.

Therefore, it is recommended that your Board retroactively approve the proposed Master Service Agreement for Service, Maintenance and Repair with Steris Instrument Management Service, Inc, for service, maintenance and repair of various surgical scopes and instruments for a three (3) year term from March 24, 2025 through March 23, 2028 in an amount not to exceed \$766,889 plus tax and shipping, and authorize the Chief Executive Officer to sign.



18925

MASTER SERVICE AGREEMENT FOR  
SERVICE, MAINTENANCE, AND REPAIR

This **MASTER SERVICE AGREEMENT FOR SERVICE, MAINTENANCE, AND REPAIR** ("**Agreement**"), by and between **STERIS Instrument Management Services, Inc. ("IMS")** and **Kern Medical Center** ("**Customer**") is entered into this 24<sup>th</sup> day of March, 2025 ("**Effective Date**"). As used herein, IMS and CUSTOMER are each a "Party" and, collectively, the "Parties."

RECITALS:

**WHEREAS**, IMS is engaged in the business of medical and surgical instrument maintenance and repair and related programs and services, as further described on Exhibit A, Exhibit B and Exhibit C attached hereto (collectively, the "**Services**").

**WHEREAS**, CUSTOMER desires to retain IMS's Services on an exclusive basis at certain of its acute care and specialty hospitals, outpatient facilities, and related businesses, and IMS agrees to provide such services to CUSTOMER, in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contain herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**SECTION I**  
**DEFINITIONS AND SERVICES**

**Definitions.** The terms set forth below, when used with initial capital letters, shall have the meanings ascribed to them below:

**"Affiliate"** means, in relation to a party, any partnership, company, subsidiary, subcontractor, or other entity which from time to time directly or indirectly Controls, is Controlled by, or is under common Control with that Party.

**"Agreement Effective Date"** has the meaning given to that term in the first paragraph of this Agreement.

**"Agreement Term"** means the Initial Term and any Renewal Terms.

**"Contract Year"** means the 12-month period commencing on the Agreement Effective Date, and each subsequent 12-month period during the Agreement Term.

**"Facility or Facilities"** shall include the following: Kern Medical Center, and its location(s) as identified on each SOW.

**"Initial Term"** means three (3) years from the Effective Date of the Agreement.

**"Renewal Term"** means any of the successive renewal periods of length following the Initial Term as set forth in Section IV of the Agreement and further defined therein.

**"Service(s)"** means those services provided by IMS as specified in Exhibit A, Exhibit B and Exhibit C of this Agreement and the SOW.

**"Service Fee"** means the itemized fees for the Services assessed by IMS to CUSTOMER as detailed in Exhibit A, Exhibit B and Exhibit C and any applicable SOW.

**"Statement of Work" or "SOW"** means the statement describing the Services to be provided to each Facility and costs thereof, which shall be in the form attached as Exhibit B and Exhibit C hereto, with such changes as may be mutually agreed to by such Facility and IMS.





1.1 General. IMS will provide the Services to each Facility that enters into a SOW after the Agreement Effective Date in accordance with the standards and procedures set forth in this Agreement and the applicable SOW.

1.2 Statements of Work. Each SOW will identify any service-specific requirements applicable to the respective Facility. In the event of a conflict or ambiguity between the terms of this Agreement and the terms of a SOW, the terms of the SOW will prevail with respect to (i) any performance and acceptance criteria and (ii) applicable fees. In all other instances of conflict or ambiguity, this Agreement will prevail.

1.3 Facilities. IMS agrees to provide services to the Facilities hereunder and enter into SOWs to the extent they are Affiliates of CUSTOMER.

1.4 Performance. IMS agrees that all Services provided pursuant to this Agreement and each SOW will be performed in compliance with all standards set forth by applicable local or state law or ordinance, or those established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body having authority to set standards for healthcare facilities and in conformity with all performance requirements set forth in Exhibit A, Exhibit B and Exhibit C attached hereto and made part hereof or elsewhere in this Agreement.

1.5 Records and Reports. IMS will record and maintain all information pertaining to its performance of duties under this Agreement and each SOW, as more particularly defined in Exhibit A, Exhibit B and Exhibit C attached hereto and made part hereof. IMS's records of billings and receipts relating to Services performed hereunder will be available to CUSTOMER or the related Facility within ten (10) business days after receipt of a written request.

1.6 IMS Representations and Warranties. IMS represents and warrants to CUSTOMER as follows: (i) IMS has the requisite skill, know-how, expertise, man-power, systems and processes to perform under this Agreement; (ii) IMS is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing the Services required under this Agreement or any SOW; (iii) IMS's licenses or certification in each state in which it currently operates or in any other jurisdiction has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iv) IMS has never been charged with or convicted of a criminal offense related to healthcare or listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation; and (v) all repairs and parts will be free from defects in materials and workmanship for a period of 365 days following performance of the relevant Service.

1.7 Covenants of IMS.

1.7.1. IMS currently possesses (and will during the Agreement Term possess) valid and in good standing all necessary federal, state, and local licenses, permits and certifications that are required in order for IMS and its personnel to perform the Services contracted for under the terms of this Agreement.

1.7.2. IMS will comply with all applicable federal, state and local laws, regulations and statements of policy governing the performance of Services under the terms of this Agreement.

1.7.3. IMS covenants that during the Agreement Term, IMS, its subcontractors and its vendors will comply with applicable labor and employment laws.

1.8 IMS's Status as an Independent Contractor. In performing the Services, IMS and each employee or representative of IMS are acting as independent contractors, and neither IMS, nor any employee or representative of IMS, will be considered an employee of CUSTOMER or any Facility. IMS is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of CUSTOMER or any Facility, except as specifically provided for herein. Neither CUSTOMER nor any Facility will exercise any control or direction over the manner or method by which IMS provides the Services. However, IMS will perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community, at the Facility or by CUSTOMER.

IMS recognizes that CUSTOMER is relying on IMS's representations as to independent contractor status, and IMS agrees to indemnify, defend, and hold CUSTOMER harmless from and against any liability, expense, or claims for





damages which CUSTOMER may incur or become liable for if IMS fails to appropriately pay its workers or employees, or provide valid worker's compensation coverage, where required, or any other negligent act or omission resulting in liability to CUSTOMER or a labor dispute including allegations and/or charges of unfair labor practices for workers employed by IMS providing services to CUSTOMER.

## SECTION II FEES AND PAYMENT

2.1 Compensation: Facility shall pay for the Services rendered pursuant to this Agreement and Exhibit A, Exhibit B and Exhibit C.

2.2 Invoicing. IMS is solely responsible for invoicing each respective Facility for the Services.

2.3 Payment. Each Facility must pay all applicable and undisputed IMS invoices within 30 days after the Facility's receipt of the invoice (Net 30). A Facility may pay IMS by check, credit card or other form of purchasing card or electronic payment process, provided that Facility pays any associated fees charged by a third party to process such payment, if applicable.

## SECTION III TAXES

3.1 Taxes on Services. IMS must calculate and pay any applicable local and state sales tax or other taxes with respect to the direct purchase of any Service. Unless the applicable Facility is tax-exempt, provided the Facility's tax-exempt status exempts both parties for paying the applicable tax, IMS may invoice Facility for these taxes if they are correctly and separately reflected on the invoice.

## SECTION IV TERM AND TERMINATION

4.1 Agreement Term. This Agreement is effective for three (3) years from the Effective Date unless earlier terminated in accordance with the provisions herein.

4.2 Termination. The Parties may terminate this Agreement in whole, or in part with respect to any specific SOW, in accordance with the provisions set forth below. The termination of this Agreement shall result in the automatic termination of any outstanding SOWs; however, the termination of an individual SOW shall not result in the automatic termination of this Agreement.

4.2.1 Termination for Breach. If any party asserts that another party committed a material breach of this Agreement, then the non-breaching party must notify the breaching party in writing of the specific breach and request that it be cured. If the breaching party does not cure the breach within thirty (30) days after notice, or commenced a cure within thirty (30) days after written notice is such breach is not reasonably capable of being cured with a thirty (30) day period, then the non-breaching party may terminate this Agreement or any applicable SOW upon an additional thirty (30) days' notice at no cost or penalty to CUSTOMER or Facility.

4.2.2 Termination of Ineligibility. CUSTOMER may immediately terminate this Agreement and all applicable SOWs without cost or penalty if IMS is convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

4.2.3 Termination Without Cause. Either party may terminate this Agreement or any applicable SOW, prior to the expiration of the Term without "cause" ("**Early Termination**"), by giving the other party 90 days prior written notice thereof (the effective date of such termination being referred to as the "**Early Termination Date**"). CUSTOMER may terminate this Agreement, prior to the expiration of the Term without "cause", by giving IMS 90 days prior written notice thereof. In the event Facility fails to renew or terminates its relationship with CUSTOMER then CUSTOMER can cancel the associated Facility SOW without penalty to CUSTOMER. If Early Termination is



by Facility of any applicable SOW without “cause”, or by IMS due to nonpayment of any amounts owed by facility, Facility shall pay IMS a fee, no later than 60 days following the Early Termination date, (“**Early Termination Fee**”) equal to the following; during months 1 through 12 of the Term, 3 times the Monthly Fee set forth below, 2 times the Monthly Fee set forth below in months 13 through 24 of the Term, and 1 time the Monthly Fee set forth below in months 25 through 36.

**4.2.4 Termination for Breach of Payment Obligations.** IMS may terminate CUSTOMER’s participation under this Agreement or a Facility SOW immediately at any time if (i) CUSTOMER fails to pay IMS any amounts not in dispute due to IMS within the time period provided in this Agreement for the payment and (ii) the failure continues for a period of sixty (60) days following CUSTOMER’s receipt of written notice by IMS to CUSTOMER of the failure and an accounting of the amount(s) IMS contends CUSTOMER owes IMS. Notice under this Section 4.2.4 must be sent in accordance with the requirements set forth in Section 5.4 of this Agreement.

**4.2.5 Effects of Termination of the Agreement.** The termination of this Agreement by any party (i) does not excuse any party from performing any duty or obligation arising under this Agreement before termination, (ii) does not have the effect of waiving any right either party may have to obtain performance of an obligation that survives the termination of this Agreement, and (iii) does not preclude the non-breaching party from pursuing any and all remedies available to it at law or equity.

## SECTION V STANDARD TERMS AND CONDITIONS

**5.1 Confidentiality.** The following confidentiality and ownership rights apply to this Agreement:

**5.1.1 Confidentiality of this Agreement.** The terms and conditions of this Agreement are confidential. CUSTOMER and IMS represent and warrant to the other that it will maintain the confidentiality of all the terms and conditions of this Agreement, except to the extent a party is required to produce the terms and conditions of this Agreement under an order of a court of competent jurisdiction (and provided such party provides the other party advance written notice and an opportunity to contest such order) or in a legal proceeding to enforce the terms hereof.

**5.1.2 Confidentiality of Trade Secrets and Proprietary Rights.** During the Agreement Term, the parties may have access to certain proprietary materials of each other. In the case of IMS, proprietary materials include pricing, product specifications, signage, surveys and studies, management guidelines and procedures, operating manuals, software (both owned and licensed to IMS) and similar compilations regularly used in IMS’s business operations (and, collectively with similar proprietary materials of CUSTOMER, the “**Trade Secrets**”). During or after the Agreement Term, neither party may disclose any of the other party’s Trade Secrets or other confidential information, directly or indirectly, to any third party or use the Trade Secret or other confidential information for any purpose other than in connection with the performance of this Agreement. All Trade Secrets and other confidential information remain the exclusive property of its owner and must be returned immediately upon the termination of this Agreement. For purposes of this Agreement, Trade Secrets and other confidential Information of either party shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly any violation of this Agreement by the party receiving such information; (b) at the time of disclosure is, or thereafter becomes available to the recipient of such information on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information to the recipient by a contractual obligation to the disclosing party; (c) was known by or in the possession of the recipient, as established by documentary evidence, before being disclosure by or on behalf of the disclosing party; or (d) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party’s information.

**5.1.3** Notwithstanding the foregoing both parties acknowledge that Customer is a public entity organized under the laws of the State of California and subject to public open record laws. Nothing in this Agreement shall be construed to prevent Customer from complying with the any valid disclosure requirement under the law or legal process.

**5.2 Indemnification.** IMS and CUSTOMER shall defend, indemnify and hold each other harmless from and against all third-party claims, liability, loss and expense, (including reasonable costs, collection expenses and attorneys’ fees), for any breach of a representation, warranty or covenant, or to the extent attributable to the negligence



or willful misconduct of the indemnifying party's agents or employees in the performance of that party's obligations under this Agreement. This Section 5.2 survives termination of this Agreement.





5.3 No Special Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER OR NOT FORESEEABLE, OR PUNITIVE DAMAGES. NOTWITHSTANDING THE FORGOING NOTHING HEREIN SHALL LIMIT STERIS LIABILITY WITH RESPECT TO (i) THIRD-PARTY CLAIMS (ii) INDEMNIFICATION OBLIGATIONS

5.4 Notices. Any notice or communication required or permitted to be given under this Agreement must be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party:

To CUSTOMER:

With a copy to:  
Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306  
Attention: Administration

To IMS:

STERIS Instrument Management Services, Inc.  
3316 2<sup>nd</sup> Avenue North  
Birmingham, Alabama 35222  
Attention: Contracts Department

5.6 Insurance.

5.7.1 Insurance. IMS shall provide and maintain during the Term of this Agreement the following insurance: (a) Commercial General Liability, including products and completed operations, of \$1,500,000 per occurrence and \$3,000,000 aggregate; (b) Business Auto Liability, including owned and non-owned, of \$1,000,000 combined single limit; and (c) Workers' Compensation coverage with statutory limits and Employers Liability of \$1,000,000 each accident and policy limit. IMS shall provide Facility with certificate or certificates of insurance within a reasonable time following Facility's written request. Such insurance shall be issued by companies authorized to do business in the relevant jurisdiction. Notice of Cancellation or non-renewal shall be provided in accordance with policy provisions.

5.7 Force Majeure. The performance by either party of any obligations to be performed under this Agreement (other than an obligation to pay money or issue credit) is excused to the extent performance of Services is directly prevented by an act of God or the public enemy, insurrections, riots, fire, explosion, flood, government order, epidemic, pandemic, or natural disaster. The party so affected must give prompt written notice to the other party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause as rapidly as possible, at no additional cost to CUSTOMER or Facility.

## SECTION VI ENTIRE AGREEMENT

6.1 Counterparts; Entire Agreement; Amendment. This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement, including all attachments (all of which are incorporated in this Agreement by reference), constitute the entire agreement and supersede all previous and contemporaneous communications, representations, or agreements between IMS and CUSTOMER regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of CUSTOMER and IMS.

6.2 Waiver. A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of



any subsequent breach or failure by either Party.



6.3 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6.4 Assignment. Except as stated in this Section 6.4, IMS will not assign or transfer, in whole or in part, this Agreement or any of IMS's rights (including the right to payment), duties or obligations under this Agreement without the prior written consent of CUSTOMER, and any purported assignment or transfer by IMS without such written consent will be null and void. This Agreement is freely assignable by CUSTOMER or by IMS to an affiliate without consent or notice.

6.5 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement or the application thereof to any person or circumstance will be adjudged to any extent invalid, unenforceable, void, or voidable for any reason whatsoever, by a court of competent jurisdiction or will be determined by the ruling or interpretations of a government IMS of tax status, then such terms will be deemed stricken from this Agreement, and each all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law. Notwithstanding the aforesaid, should the severance have the effect of materially altering the meaning of this Agreement, then this Agreement will be void.

6.6 Subject Headings. The subject headings of the articles and sections of this Agreement are included for purposes of convenience only, and will not affect the construction of interpretation of any of the provisions of this Agreement.

6.7 Exhibits, Addendums. Each exhibit, attachment and/or addendum to the Agreement is incorporated herein by reference and made part hereof.

6.8 Governing Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard to the application of conflicts of laws principals. CUSTOMER and Facility stipulate and agree that any lawsuit or other legal action arising from or relating to this Agreement (or any agreement formed pursuant to the terms hereof) shall only be commenced, and such jurisdiction and venue shall only be valid, in California.

6.9 Survival. The provisions of Sections 1.7 (*Covenants*), 1.8 (*Independent Contractors*), 4.2 (*Termination*), 3 (*Taxes*), 5.1 (*Confidentiality*), 5.2 (*Indemnification*), and 5.3 (*Special Damages*), will survive expiration of termination of this Agreement regardless of the cause of such termination.

6.10 Disqualified Persons. IMS represents and warrants that no person providing goods and/or services under the 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 CUSTOMER ), (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. IMS agrees that if any individuals providing goods and/or services under the Agreement 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"), IMS shall immediately notify Customer and such individual shall be immediately removed by IMS from any functions involving (i) the claims development and submission process, and (ii) any healthcare provider contact related to Customer's patients; provided, however, that if IMS is directly involved in the Enforcement Action, any agreement between CUSTOMER and IMS shall terminate immediately.

6.11 Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this Agreement, IMS 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 IMS provided under this Agreement. IMS 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.

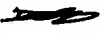
- 6.12 Audits, Inspection and Retention of Records. IMS agrees to maintain and make available to CUSTOMER, accurate books and records relative to all its activities under this Agreement. IMS shall permit CUSTOMER to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. IMS 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. The state of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon CUSTOMER herein.
- 6.13 Health Insurance Portability and Accountability Act-HITECH. IMS understands that CUSTOMER 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 CUSTOMER. The privacy and confidentiality of CUSTOMER 's patients are protected by CUSTOMER policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate IMS agrees to execute a business associate agreement with CUSTOMER to supplement this Agreement if requested, subject to the Parties' agreement upon Agreement and conditions of the business associate agreement.
- 6.14 The liabilities or obligations of CUSTOMER with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of CUSTOMER and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.
- 6.15 Non-collusion Covenant. IMS 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 CUSTOMER. IMS has received no incentive or special payments, nor considerations, not related to the provision of services under this Agreement from CUSTOMER.

*[Signature Page Follows]*



The undersigned duly authorized representatives of CUSTOMER and IMS have executed this Agreement as of the date written below.

**STERIS INSTRUMENT  
MANAGEMENT SERVICES, INC**

By:  Electronically signed by: Dan Honeywell  
Reason: Approver  
Date: Feb 28, 2025 15:07 CST

Authorized IMS Executive

**Dan Honeywell**

Print

**Director, Contracts**

Title

**02/28/2025**

Date

**Kern Medical Center**

By: 

Authorized CUSTOMER Representative

**Scott Thygeson**

Print

**Chief Executive Officer**

Title

**3/24/2025**

Date

**Exhibits and Attachments:**

Exhibit A –Service Coverage Descriptions with Entitlements

Exhibit B – SOW Template – OnLocation/Instrument

Exhibit C - SOW Template - Device

**MT**  
**3/21/25**





Exhibit A

Service Coverage Description

**TotalCare Connect:** A comprehensive service plan to help achieve your organization's goals to consistently and reliably grow your procedure volume.

Entitlement Descriptions

**Priority Repair Program:** This program is designed to decrease Customer turn time and increase Customer equipment uptime. Under this program, IMS will expedite the repair process for your equipment (place your equipment into the repair production line) ahead of equipment not covered under this program. IMS will provide reporting showing time saved by product line under this program.

*\*GI Flexible scope inventories must be right sized to qualify for this program.*

**Priority Loaner Program:** Customer will have priority access to IMS loaner equipment inventory.

*\*GI Flexible scope inventories must be right sized to qualify for this program.*

**Education Offerings:** Customer's clinical and SPD staff will have no-charge access to IMS on-line education programs which includes a library of educational videos. In addition, IMS will perform ongoing on-site educational events for the Customer based on Customer staff training needs and will provide documentation of such events. Education will include in depth process and operational improvement education. Education needs will continually be assessed with the Customer, including during quarterly business reviews, and the education plan adjusted accordingly.

**Preventive Maintenance:** In compliance to the Alternative Equipment Maintenance program agreed to with Customer, IMS will perform up to two preventive maintenance exercises per service line per contract year. Customer will be provided a report of the preventive maintenance findings which can be used to understand training and service needs.

**Analytics, Reporting, and Benchmarking:** Customer will be provided IMS service reporting and repair trend benchmarking with KPI comparisons to like Customers by department and surgical device / instrument category. These include performance KPIs and benchmarking to help you monitor and analyze your inventory condition and performance. The reporting also includes repair histories which provide a view into the service performed by IMS and the related impact on the budget associated with your assets.

**Advanced Technology Platform No-Charge Access:** Customer will get access at no-charge to IMS advanced technology platform. Through ConnectCare, Customer can easily request, and track repairs from your facility to the repair lab and back. Additionally, Customer can monitor service delivery metrics, access and approve estimates, access compliance documentation and view analytics in real-time to assist with clinical decision-making.

**Business Engagement:** IMS will provide business reviews. In addition to action planning, education plan review, and repair trend review, findings of any Needs Discovery Evaluations and any Process Evaluations performed by IMS will be reviewed, with reporting provided.

**Certified Pre-owned Equipment Buy-Now Program:** Customer will be eligible for preferred pricing on CPO surgical devices for a wide range of manufacturers, series, and models, to ensure procedure readiness and preparation for changing inventory needs related to procedure types and volume increases.



**EZ Try Program:** Customer will be eligible for a 50% discount on the first repairs performed by STERIS IMS for each service line not currently covered by the STERIS IMS contract. (flexible endoscope (excluding CCD replacements and ultrasound), rigid endoscope, video camera/couplers, power handpieces/attachments, ophthalmic handpieces and OnLocation day trial)



Exhibit B

**SOW-FIRM FIXED FEE AGREEMENT-ONLOCATION**

**FACILITY STATEMENT OF WORK**  
**INSTRUMENTATION MAINTENANCE & REPAIR SERVICES**

**Kern Medical Center**

This Statement of Work (SOW) is for Kern Medical Center ("**Facility**") and should be read in combination with the Master Service Agreement for Instrumentation Maintenance and Repair Services ("**Agreement**") effective as of 03/24/25 between Facility and STERIS Instrument Management Services, Inc. ("**IMS**"). Facility and IMS agree as follows:

**1. Facility Address and Notice Address**

The Facility's physical address and any other locations where Services are to be provided are as follows:

**Primary:**

Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306

Any notice or communication required or permitted to be given under this SOW must be in writing and served personally, delivered by courier or sent by U.S. certified mail, postage prepaid with return receipt requested, addressed to the Facility at:

**Notice Address:**

Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306

**Description of Services and Milestones**

**Services.**

**(a) Instrument Restoration Services.**

IMS shall provide scheduled same-day restoration of Customer's stainless steel instrument sets listed on the Exhibit A ("Instruments"). Services shall include but not be limited to:

- Readiness Inspection
- Sharpening
- Alignment
- Ultrasonic Cleansing
- Buff or Polish (if Required)
- Carbide-Insert Replacement
- Spring and Screw Replacement
- Lubrication
- Care and Handling Presentation

**Service Start Date must be the first day of the following month:**

**Service Start Date:**

**Service End Date:**

\_\_\_\_\_



## II. Fees


Facility shall compensate IMS via the following method(s):

Firm Fixed Agreement The Agreement is a preset price, based on IMS formulas and the Customer's repair history, covering all repairs for a one or more-year period.

## III. Additional Terms and Conditions


(a) Conflict. In the event of a conflict or ambiguity between the terms of this SOW and the terms of the Agreement, the SOW will prevail with respect to (i) any performance and acceptance criteria and (ii) applicable fees. In the event of any other conflict between this Statement of Work and the terms of this Master Agreement, the terms of the Master Agreement shall control. This Statement of Work may be modified or amended only by a written agreement signed by the Parties.

### STERIS INSTRUMENT MANAGEMENT SERVICES, INC.:

Signed:   
Print: Dan Honeywell  
Title: Director, Contracts  
Date: 02/28/2025

Electronically signed by: Dan Honeywell  
Reason: Approver  
Date: Feb 28, 2025 15:07 CST

### FACILITY: Kern Medical Center

Signed:   
Print: Scott Thygeson  
Title: Chief Executive Officer  
Date: 3/27/2025

Please see Services attached as Addendum A  
Please see Pricing attached as Addendum B

APPROVED AS TO FORM  
Legal Services Department

  
Kern County Hospital Authority

M4  
3-21-25



## ADDENDUM A

### Services

**On-location Repair and Maintenance Services:** All instruments will be inspected, ultrasonically cleaned and lubricated. On-location repairs include alignment, adjustments, pins, sharpening, inserts, laparoscopic shaft insulation, springs and manufactured parts and/or screw replacement. On-location repair services will also include the following:

- General Instruments
- Micro Instruments
- Orthopedic Instruments
- Endoscopic Instruments
- Flexible Biopsy Forceps
- Cardiovascular Instruments
- Arthroscopic Instruments
- Cysto and Urology Instruments
- iXchange
- Needle Holder TC Insert Replacements
- Neuro Instruments
- Complete Tray and Set Refurbishing
- OB-GYN Instruments
- Pediatric Instruments
- Diamond Dusting
- Laparoscopic Instruments
- Sterilization Containers

Off-site Instrumentation repairs will be included under this Agreement with the exception of the following instruments:

Arm boards	Leep instruments
Back frames	Leg positioners / Leg triangle positioners / Stirrups
Bone Mills	Martin arms
Bookwalter sets	Mayfield attach inserts, skull clamps, swivel adaptors
Boots – aluminum	Mayfield style base units
Color coding/tape removal – special projects	Mesh grafter units, blades, handles
Custom/Specialty instruments	Neuro adapters
Modifications / fabrication	Plate benders
Fiberoptic handles	Positioning devices
Filter covers	Retractor systems - large
Greenberg retractor sets	Scope holders
Knee positioners – De-Mayo style	Spider arms
Laser etching – special projects	Table clamps
Lead hands	Case Carts

ONL	
Trays in inventory	493
Trays to be serviced per Year	493
Visits/Month	41.1
Trays Per Visit	15.41
Days/Year	32



All equipment must be sterilized or high level disinfected prior to shipment or delivery to IMS. Any unclean equipment received by IMS will be disinfected prior to beginning the repair process. Member acknowledges that it will be invoiced by IMS a \$250.00 processing fee for each unclean piece of equipment received. The processing fee will be in addition to the fees set forth in this Agreement. Member also acknowledges that the processing by IMS of equipment will cause a turn time delay.





## **ADDENDUM B**

### **Pricing**

**Monthly Fee: \$7,592.17**

**Annual Fee (12 times Monthly Fee): \$91,106.00**

The Agreement is a preset price, based on IMS formulas and the Customer's repair history, covering all repairs for a one or more-year period.

**Annual Usage Adjustment:** IMS will annually evaluate the pricing model based upon repairs, asset utilization, inventory analysis, and equipment additions or deletions. Annual fee may increase or decrease based upon the evaluation.

Customer provision of procedure volume allows for potential discounts on service agreements and CPO.



Exhibit C

SOW -FIRM FIXED FEE AGREEMENT-DEVICE

FACILITY STATEMENT OF WORK  
INSTRUMENTATION MAINTENANCE & REPAIR SERVICES  
Kern Medical Center

This Statement of Work (SOW) is for Kern Medical Center ("Facility") and should be read in combination with the Master Service Agreement for Instrumentation Maintenance and Repair Services ("Agreement") effective as of 02/24/25 between Facility and STERIS Instrument Management Services, Inc. ("IMS"). Facility and IMS agree as follows:

**1. Facility Address and Notice Address**

The Facility's physical address and any other locations where Services are to be provided are as follows:

Primary:

Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306

Any notice or communication required or permitted to be given under this SOW must be in writing and served personally, delivered by courier or sent by U.S. certified mail, postage prepaid with return receipt requested, addressed to the Facility at:

Notice Address:

Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, CA 93306

Description of Services and Milestones

Equipment.

(a) Equipment. Facility engages IMS as its exclusive provider of the Services during the Term, and IMS accepts such engagement. IMS may inspect all surgical equipment and instruments at Facility prior to start of the Term and recommend equipment for repair pursuant to this Agreement (such equipment, which will be listed on **Addendum A**, is referred to as the "Equipment"). Only Equipment identified based on IMS's recommendations, if any, prior to the start of the Term will be eligible for listing on **Addendum A**. IMS reserves the right to exclude or remove any Equipment from **Addendum A** at any time due to repairs to such Equipment by other vendors except as recommended by IMS.

(b) Addition or Removal of Equipment. Facility will notify IMS of the purchase of eligible Equipment and the retirement of old Equipment within thirty (30) days of purchase or retirement, as applicable, and IMS will, without further action by either party, update **Addendum A** accordingly. IMS and Facility will also mutually agree in writing to adjust the Monthly Fee to reflect the update to **Addendum A** based on the original Monthly Fee and the type and condition of Equipment being added to or removed from **Addendum A**. In the event Equipment arrives to IMS for service that is not covered under the Agreement, IMS will perform the repairs and invoice Facility separately from the Agreement at contracted line-item pricing. IMS will then submit a monthly Amendment to Facility listing the Equipment to be added and which will state the adjusted monthly fee. Any additions to the monthly amendment must be presented by Facility to IMS by the fifteenth day of the month prior to the execution of the monthly amendment. Coverage will begin according to the date on the Amendment (first day of the calendar month following execution of the Amendment).





(c) **IMS Audit.** IMS will audit the repair history of each Facility no more than once per calendar year during the Term. If IMS determines that any Equipment not listed on **Addendum A** was repaired by IMS, then IMS may elect to either (i) have Facility pay IMS for the non-discounted cost of such repairs or (ii) adjust the Monthly Fee to reflect the addition of such Equipment to **Addendum A**. The adjusted Monthly Fee will be based on the original Monthly Fee as well as the type and condition of the Equipment being added to **Addendum A**.

**Service Start Date must be the first day of the following month:**

**Service Start Date:**

\_\_\_\_\_

**Service End Date:**

\_\_\_\_\_

## **II. Fees**

Facility shall compensate IMS via the following method(s):

☐ **Firm Fixed Fee Agreement** The Agreement is a preset price, based on IMS formulas and the Customer's repair history, covering all repairs for a one or more-year period..

## **III. Additional Terms and Conditions**

(a) **Loaned Equipment.** IMS will use commercially reasonable efforts to provide loaned equipment when requested by Facility and any such loaned Equipment will be provided in accordance with the terms and conditions set forth on **Addendum C** of the Agreement.


(b) **Service Exclusions.** Exclusions include, but are not limited to, any modifications, material upgrades, or service suggested by the OEM pursuant to a warranty or product recall and any repairs necessitated by Facility's repeated and wanton disregard for the proper care and handling of the Equipment. Abuse shall include alterations that prevent the Equipment from complying with OEM performance standards.

(c) **Use of Other Vendors.** In the unlikely event that IMS is unable to repair the Equipment, when available, IMS will provide Customer a general repair exchange for the Equipment. In the unlikely event that IMS must use the original manufacturer to assist with repairs to the Equipment, IMS will be responsible for the cost of original manufacturer repairs up to twenty (20%) percent of the annual contract fee, for any flexible endoscopes, EUS/EBUS flexible endoscopes, rigid endoscopes, video ureteroscopes, video equipment, and power equipment covered herein. Original manufacturer invoices must be provided to IMS by the Customer within 60 calendar days of IMS shipping the non-repaired device to the Customer in order to be eligible for reimbursement provided herein. If this Agreement expires or is terminated for any cause, the Customer must provide any outstanding original manufacturer invoices within 30 calendar days of the expiration or termination date. IMS will not pay for repairs initiated by the Customer with any other vendor (including "repair exchanges" unless authorized by IMS) or replace Equipment that is non-repairable.

(d) **Conflict.** In the event of a conflict or ambiguity between the terms of this SOW and the terms of the Agreement, the SOW will prevail with respect to (i) any performance and acceptance criteria and (ii) applicable fees. In the event of any other conflict between this Statement of Work and the terms of this Master Agreement, the terms of the Master Agreement shall control. This Statement of Work may be modified or amended only by a written agreement signed by the Parties.




STERIS INSTRUMENT MANAGEMENT  
SERVICES, INC.:

Signed:   
Print: Dan Honeywell  
Title: Director, Contracts  
Date: 02/28/2025

Electronically signed by: Dan Honeywell  
Reason: Approver  
Date: Feb 28, 2025 15:07 CST

Kern Medical Center:

Signed:   
Print: Scott Threlson  
Title: Chief Executive Officer  
Date: 3/24/2025

*Tu*

Please see Services attached as Addendum A  
Please see Pricing attached as Addendum B  
Please see Loaned Equipment Terms and Conditions attached as Addendum C

*MA  
3-25-25*



## ADDENDUM A

### Services

Line Item	Make	Model	Description	Serial
1	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503245
2	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503266
3	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2725813
4	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2725650
5	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2725656
6	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503264
7	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503272 ✓
8	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503244
9	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503254
10	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2614771
11	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2604683
12	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503241
13	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503226
14	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503243
15	OLYMPUS	CYF-VH	VIDEO CYSTOSCOPE	2503259
16	OLYMPUS	ENF-V2	VIDEO RHINOLARYNGOSCOPE	2630983
17	KARL STORZ	11101SK2	FIBER LARYNGOSCOPE	2060646
18	OLYMPUS	ENF-P3	FIBER RHINOLARYNGOSCOPE	2305837
19	OLYMPUS	ENF-GP	FIBER RHINOLARYNGOSCOPE	2814539
20	OLYMPUS	ENF-GP	FIBER RHINOLARYNGOSCOPE	2915807
21	OLYMPUS	ENF-GP	FIBER RHINOLARYNGOSCOPE	2309465
22	OLYMPUS	PCF-H180AL	VIDEO PEDIATRIC COLONOSCOPE	2109769
23	OLYMPUS	PCF-H180AL	VIDEO PEDIATRIC COLONOSCOPE	2200182
24	OLYMPUS	CF-H180AL	VIDEO COLONOSCOPE	2207463
25	OLYMPUS	GIF-H180J	VIDEO GASTROSCOPE	2102800
26	OLYMPUS	GIF-H180J	VIDEO GASTROSCOPE	2105300
27	OLYMPUS	GIF-H180J	VIDEO GASTROSCOPE	2105365
28	OLYMPUS	LF-GP	FIBER LARYNGOSCOPE	1000529
29	OLYMPUS	LF-GP	FIBER LARYNGOSCOPE	1414006
30	KARL STORZ	11278AU1	FIBER URETEROSCOPE	2156743
31	KARL STORZ	11278AU1	FIBER URETEROSCOPE	2034316
32	KARL STORZ	11272C1	FIBER CYSTOSCOPE	2193780
33	KARL STORZ	11272C1	FIBER CYSTOSCOPE	2192610
34	OLYMPUS	BF-P40	FIBER BRONCHOSCOPE	2800697
35	OLYMPUS	BF-P30	FIBER BRONCHOSCOPE	2412961
36	KARL STORZ	27005CA	TAPERED CYSTOSCOPE 4MM 70 D	1120G9R
37	KARL STORZ	27005CA	TAPERED CYSTOSCOPE 4MM 70 D	SN120G9R
38	KARL STORZ	27005CA	TAPERED CYSTOSCOPE 4MM 70 D	120BUF





Line Item	Make	Model	Description	Serial
39	KARL STORZ	27005CA	TAPERED CYSTOSCOPE 4MM 70 D	1208U8
40	KARL STORZ	27005CA	TAPERED CYSTOSCOPE 4MM 70 D	1214EX
41	OLYMPUS	A22002A	CYSTOSCOPE 4MM 30 D	701749
42	OLYMPUS	A22002A	CYSTOSCOPE 4MM 30 D	701752
43	OLYMPUS	A22001A	CYSTOSCOPE 4MM 12 D	706382
44	OLYMPUS	A22001A	CYSTOSCOPE 4MM 12 D	70333
45	KARL STORZ	26046FA	TAPERED LAPAROSCOPE 5-2MM 45 D	SI12IJ80
46	KARL STORZ	27005EA	TAPERED CYSTOSCOPE 4MM 120 D	SNIO00NM
47	KARL STORZ	27005EA	TAPERED CYSTOSCOPE 4MM 120 D	10008P
48	KARL STORZ	27005AA	CYSTOSCOPE 4MM 0 D	1483010
49	KARL STORZ	27005AA	CYSTOSCOPE 4MM 0 D	1084964
50	KARL STORZ	27005AA	CYSTOSCOPE 4MM 0 D	1743848
51	KARL STORZ	27005AA	CYSTOSCOPE 4MM 0 D	1055944S
52	KARL STORZ	27010L	TAPERED URETERO-RENOSCOPE 6 D	1988530
53	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	121JAZ
54	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	585665
55	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	12214Y
56	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	1500400
57	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	1210FJ
58	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	1174799S
59	KARL STORZ	27005BA	TAPERED AUTOCLAVABLE CYSTOSCOPE 4MM 30 D	1317015S
60	KARL STORZ	27005FA	TAPERED CYSTOSCOPE 4MM 12 D	1200PU
61	STRYKER	0502-457-030	LAPAROSCOPE 10MM 30 D	1171466
62	OLYMPUS	GIF-HQ190	VIDEO GASTROSCOPE	2860044
63	OLYMPUS	CF-HQ190L	VIDEO COLONOSCOPE	2876344
64	OLYMPUS	PCF-H190DL	VIDEO PEDIATRIC COLONOSCOPE	2738294
65	KARL STORZ	26120BA	TAPERED NEEDLESCOPE 2-9MM 30 D	1890852
66	KARL STORZ	26120BA	TAPERED NEEDLESCOPE 2-9MM 30 D	1208YM
67	KARL STORZ	26120BA	TAPERED NEEDLESCOPE 2-9MM 30 D	1204KO
68	KARL STORZ	26120BA	TAPERED NEEDLESCOPE 2-9MM 30 D	1204DKV
69	KARL STORZ	7230AA	TAPERED ARTHROSCOPE 4MM 0 D	1206PN
70	KARL STORZ	7230AA	TAPERED ARTHROSCOPE 4MM 0 D	121KC1
71	KARL STORZ	7230AA	TAPERED ARTHROSCOPE 4MM 0 D	121KNB
72	KARL STORZ	7230BA	TAPERED ARTHROSCOPE 4MM 30 D	120Z6Y
73	KARL STORZ	7230BA	TAPERED ARTHROSCOPE 4MM 30 D	120YHG
74	KARL STORZ	26003BEA	BARIATRIC LAPAROSCOPE 10MM 30 D	637438
75	KARL STORZ	10020ATA	TAPERED NEEDLESCOPE 2-9MM 0 D	1296448S
76	KARL STORZ	7230FA	ARTHROSCOPE 4MM 45 D	1375213 S
77	KARL STORZ	7230BWA	TAPERED ARTHROSCOPE 4MM 30 D	1528014
78	OLYMPUS	WA33036A	OFFSET NEPHROSCOPE 30 D	998869
79	OLYMPUS	WA20021A	CYSTOSCOPE 4MM 12 D	686054
80	OLYMPUS	TJF-Q190V	VIDEO DUODENOSCOPE	2227274



All equipment must be sterilized or high level disinfected prior to shipment or delivery to IMS. Any unclean equipment received by IMS will be disinfected prior to beginning the repair process. Member acknowledges that it will be invoiced by IMS a \$250.00 processing fee for each unclean piece of equipment received. The processing fee will be in addition to the fees set forth in this Agreement. Member also acknowledges that the processing by IMS of equipment will cause a turn time delay.



## ADDENDUM B

### Pricing

**Monthly Fee: \$13,710.30**

**Annual Fee (12 times Monthly Fee): \$164,523.55**

The Agreement is a preset price, based on IMS formulas and the Customer's repair history, covering all repairs for a one or more-year period.

**Annual Usage Adjustment:** IMS will annually evaluate the pricing model based upon repairs, asset utilization, inventory analysis, and equipment additions or deletions. Annual fee may increase or decrease based upon the evaluation.

Customer provision of procedure volume allows for potential discounts on service agreements and CPO.

### Kern Medical Center

TCC Fee	Monthly Fee	Annual Fee
BioMed (Devices)	\$13,710.30	\$164,523.55
Operating Room (ONL)	\$7,592.17	\$91,106.00
Total	\$21,302.47	\$255,629.55



## ADDENDUM C

This Loaner Agreement ("Agreement") is made between STERIS Instrument Management Services, Inc. ("IMS") and ("CUSTOMER"). IMS is pleased to loan equipment ("loaner") to CUSTOMER, if requested, when CUSTOMER submits a similar piece of equipment ("equipment") for repair by IMS.

Purchase Order - Customer will issue a purchase order per loaner request authorizing payment of loaner admin fees and late loaner fees ("loaner fees"). Loaners will not be released until Customer provides purchase order per loaner request. In the event IMS is unable to collect payment on loaner fees then Customer's access to the loaner program will be suspended until IMS is able to collect any loaner fees and past due invoices.

Loaner Return, and Late Fees – Within 5 business days of CUSTOMER'S receipt of the repaired equipment, the loaner must be received by IMS. If CUSTOMER'S equipment is deemed "non-repairable" by IMS or the repair is denied by the Customer, the loaner must be returned to IMS within 5 business days of CUSTOMER'S receipt of the "non-repairable" or denied equipment. A \$50.00 per day late fee will be charged to CUSTOMER for each additional day the loaner is not received by IMS. CUSTOMER will reimburse IMS within 30 days of invoicing.

Repair Order – If CUSTOMER has received a loaner, the equipment must be received and the estimate, if any, must be approved or denied within 5 business days. In the event of a continued pattern of delayed repair order approval or denial, IMS reserves the right to suspend the loaner program.

Loaner Damage - CUSTOMER will be responsible for any damage to or loss of the loaner which occurs, regardless of fault (excluding normal wear and tear), when it is in the Customer's possession. In the event IMS has full accountability for flexible scope processing, IMS will assume cost for loaner scope damages associated with IMS staff cleaning/reprocessing functions. If the loaner is damaged, CUSTOMER shall reimburse IMS within 30 days of invoicing for all repair costs.

Lost Equipment - The loaner will be deemed lost if it has not been returned to IMS within 20 business days of CUSTOMER'S receipt of the IMS serviced equipment. In such event, Customer shall pay a lost loaner fee equal to the fair market value of the loaner within 30 days of invoicing.

Indemnification - CUSTOMER will indemnify IMS, its officers, directors, agents and employees, and hold them harmless from and against any and all claims, losses, damages, obligations, fees, and lawsuits, of whatsoever kind or nature, that result from the CUSTOMER'S use, misuse, loss, or possession of the loaner.

Loaners Will Not Be Released Until this Loaner Agreement has been properly executed and received by IMS



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

April 16, 2025

**Subject:** Proposed retroactive Addendum to Agreement No. 79524 with Advanced Imaging Services, Inc.

**Recommended Action:** Approve, Authorize Chief Executive Officer to Sign

**Summary:**

In January of 2025, Kern Medical entered into a two (2) year agreement , from January 1, 2025 through December 31, 2027, with Advanced Imaging to provide preventive maintenance, repairs and service to the Siemens MRI and trailer due to their expertise and ability of providing services to equipment reaching end of life. In February 2025, Kern Medical addended this agreement to include preventive maintenance, repairs and service to our Siemens CT Scanner which, after extended negotiations, was unable to continue receiving service from the manufacture. The addition of these services increased the maximum payable from \$541,440 over the three-year term of the agreement to \$860,000 over the three-year term of the agreement.

Your Board previously approved the purchase of a replacement CT Scanner which will take the place of the Siemens CT Scanner. This agreement contains a provision allowing Kern Medical to terminate the agreement with 30-days' written notice which will allow Kern Medical to terminate the service agreement when the Siemens CT Scanner is taken out of operation.

Therefore, it is recommended that your Board retroactively approve the Addendum to Agreement No. 79524 with Advanced Imaging Services, Inc. in an amount not to exceed \$860,000 plus applicable taxes and fees over the three (3) year term of the agreement and Authorize the Chief Executive Officer to sign.





#### Full Service Coverage Agreement Addendum

14325

This agreement is effective on 02/20/2025 and is

Between: **Advanced Imaging Service, Inc.**, a corporation organized and existing under the laws of California with its head office located at 17410 Murphy Parkway Lathrop, California 95330.

And: **Kern County Hospital Authority, a unit of local government which owns and operates Kern Medical Center**, herein known as ("Customer") with its head office located at 1700 Mount Vernon Street Bakersfield, CA 93306

#### Background

The Parties entered into an original agreement ("Agreement") where Advanced Imaging Services agreed to provide certain services on the following equipment:

- Siemens Symphony

#### Amendments

Upon the execution of this Addendum, Customer and Advanced Imaging Services agrees to the terms as stated on the Agreement and agree to amend the original agreement solely to add the following equipment:

System and Location	Terms	Price
Siemens Sensation 64	<b>Customer's Responsibility:</b> 1) Glassware coverage is based on estimated annual patient exams listed below. Usage fees of \$12.50 per patient applies to all patient over the estimated amount of 3,000 patients per year.	\$8,250

#### No Other Changes

Except as otherwise defined in this Addendum, all of the terms and conditions of the Agreement remain unchanged and in full force and effect.

#### Termination

This agreement will terminate upon the expiration date specified on the Agreement. Customer may terminate this agreement by giving Advanced Imaging Services a 30 days written notice.



#### Acceptance of Service Agreement

This Addendum represents the entire Addendum between the parties, is a final expression of that Addendum, is non-cancelable, and supersedes any previous oral or written addendum between the parties. Any changes must be in writing signed by both parties. This Addendum will not be binding until signed by both parties, and can be withdrawn by either party at any time, without notice, prior to signature by either party. Paragraph headings used in this Addendum are of no legal effect. If any provision contained in this addendum is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions shall be fully enforceable. Any forbearance by either party from enforcing any term of this agreement shall not constitute a waiver of any right under this agreement, unless stated in writing.

An authorized representative of Customer has carefully read and agrees to the terms and conditions of this agreement. The undersigned is duly authorized to execute this agreement on behalf of Customer.

Customer's Officer  
Scott Thygerson, Chief Executive Officer

Print Name and Title

2/20/2025 *FW*

Date of Acceptance

[Signature]

Signature of Acceptance

Advanced Imaging Services Officer  
Sean Wang, COO, AIS

Print Name and Title

02/17/2025

Date of Acceptance

Sean Wang (COO) - AIS

Signature of Acceptance

APPROVED AS TO FORM:  
Legal Services Department

By Phillip Jenkins  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed retroactive Amendment No. 1 to Agreement 040-2023 with Desert Hand and Plastic Surgery PC, for professional medical services in the Department of Surgery

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board retroactively approve the proposed Amendment No. 1 to Agreement 040-2023 with Desert Hand and Plastic Surgery PC (Dr. David Bowen), an independent contractor, for professional medical services in the Department of Surgery. Dr. Bowen provides coverage for hand-related clinic, surgical, and emergency call services as well as teaching services to residents and medical students assigned to the hand surgery service. The Agreement permits Dr. Bowen to bill and collect for professional services for the Stockdale clinic only.

The current Agreement is for a term of two years from April 9, 2023 through April 8, 2025. The proposed Amendment extends the term for a period of three years from April 9, 2025 through April 8, 2028, specifies the requirements for call coverage, and increases the maximum payable by \$2,300,000, from \$1,200,000 to \$3,500,000, to cover the extended term.

The Amendment is retroactive due to a delay in contract negotiations.

Therefore, it is recommended that your Board retroactively approve Amendment No. 1 to Agreement 040-2023 with Desert Hand and Plastic Surgery PC, for professional medical services in the Department of Surgery for the period April 9, 2023 through April 8, 2025, extending the term for three years from April 9, 2025 through April 8, 2028, increasing the maximum payable by \$2,300,000, from \$1,200,000 to \$3,500,000, to cover the extended term, and authorize the Chairman to sign.

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
INDEPENDENT CONTRACTOR  
(Kern County Hospital Authority – Desert Hand and Plastic Surgery PC)**

This Amendment No. 1 to the Agreement for Professional Services is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Desert Hand and Plastic Surgery PC, a California professional medical corporation (“Contractor”), with its principal place of business located at 11513 Covent Gardens Drive, Bakersfield, California 93311.

**RECITALS**

(a) Authority and Contractor have heretofore entered into an Agreement for Professional Services (Agt. #040-2023, dated March 15, 2023) (the “Agreement”), for the period April 9, 2023 through April 8, 2025, whereby Contractor provides professional medical services in the Department of Surgery and teaching services to resident physicians employed by Authority; and

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

(c) The Agreement is amended effective April 9, 2025;

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

1. Section 1, Term, shall be deleted in its entirety and replaced with the following:

“1. **Term.** The term of this Agreement shall be for a period of five (5) years, commencing as of April 9, 2023 (the “Commencement Date”), and shall end April 8, 2028, unless earlier terminated pursuant to other provisions of this Agreement as herein stated. This Agreement may be renewed for additional terms, but only upon mutual written agreement of the parties.”

2. Section 2, Obligations of Contractor, paragraph 2.1, Specified Services, subparagraph 2.1.1, Clinical Responsibilities, shall be deleted in its entirety and replaced with the following:

“2.1.1 **Clinical Responsibilities.**<sup>1</sup> Group Physicians shall: (i) provide coverage for hand-related clinic, surgical, and emergency call services; (ii)

---

<sup>1</sup> Call coverage includes a minimum of one-in-four (1:4) weekdays (Monday-Friday), a minimum of one-in-four (1:4) weekends (Saturday and Sunday), and holiday coverage (designated Authority holidays only), as assigned by the Department Chair.

provide a minimum of six (6) half-day clinics at Stockdale Clinic; (iii) provide a minimum of one (1) full day per week in the operating room at KMC or a KMC-designated surgery center; (iv) in coordination with specialists providing hand-related services, arrange and ensure provision of on-call professional services for hand clinic patients 24/7, including holidays; (v) in coordination with specialists providing hand-related services, arrange and ensure provision of emergency hand call coverage 24/7, including holidays, and respond to KMC for emergency hand-related services when on call; (vi) perform emergency hand-related surgical procedures when on call; (vii) supervise mid-level providers; (viii) supervise residents and medical students assigned to the hand surgery service; (ix) supervise procedures performed by residents and mid-level providers; (x) perform therapeutic and diagnostic procedures within the scope of practice for a hand specialist; and (xi) assist in the evaluation and, if feasible, the development of a fresh fracture clinic at Stockdale Clinic.”

3. Section 4, Payment for Services, paragraph 4.1, Compensation, subparagraph 4.1.5, Maximum Payable, shall be deleted in its entirety and replaced with the following:

“4.1.5 Maximum Payable. The maximum payable under this Agreement shall not exceed \$3,500,000 over the five (5) year term of this Agreement.”

4. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.

5. This Amendment shall be governed by and construed in accordance with the laws of the state of California.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.

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

[INTENTIONALLY LEFT BLANK]

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

DESERT HAND AND PLASTIC SURGERY PC

By \_\_\_\_\_  
David T. Bowen, M.D.  
Its President

KERN COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
Chairman  
Board of Governors

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Scott Thygerson  
Chief Executive Officer

APPROVED AS TO FORM:  
LEGAL SERVICES DEPARTMENT

By \_\_\_\_\_  
Vice President & General Counsel  
Kern County Hospital Authority



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

April 16, 2025

**Subject:** Proposed retroactive Amendment No. 2 to Agreement 041-2023 for professional medical services with Tarun Rustagi, M.D., a contract employee

**Recommended Action:** Approve; Authorize the Chairman to sign

**Summary:**

Kern Medical requests your Board retroactively approve Amendment No. 2 to Agreement 041-2023 with Tarun Rustagi, M.D., for professional medical services in the Department of Medicine. Dr. Rustagi is a fellowship trained, board certified gastroenterologist, and has been employed by Kern Medical since March 16, 2023.

Dr. Rustagi's annual base salary of \$750,000 is calculated based on the current Medical Group Management Association (MGMA) Physician Compensation and Production Survey for specialty and represents the reasonable fair market value compensation for the services provided. The proposed Amendment increases the maximum payable by \$1,866,000, from \$3,860,435 to \$5,726,435, over the three-year term effective December 1, 2024. Dr. Rustagi provides comprehensive advanced gastroenterology services not only at our Kern Medical practice sites, but also serves as the sole full time gastroenterologist providing services to fulfill our Professional Services Agreement obligation with Adventist Health Physicians Network. Dr Rustagi's work RVU effort places him well above the 90th percentile for the MGMA Physician Compensation and Production Survey for gastroenterology.

The Amendment is retroactive due to a large payment approved and sent to Kern Medical by Adventist Health Physicians Network in December 2024, which was paid out to Dr. Rustagi by Kern Medical as part of his compensation, subsequently putting him over his existing maximum payable.

Therefore, it is recommended that your Board retroactively approve Amendment No. 2 to Agreement 041-2023 with Tarun Rustagi, M.D., a contract employee, for professional medical services in the Department of Medicine, increasing the maximum payable by \$1,866,000, from \$3,860,435 to \$5,726,435, to cover the term, effective December 1, 2024, and authorize the Chairman to sign.

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT EMPLOYEE  
(Kern County Hospital Authority – Tarun Rustagi, M.D.)**

This Amendment No. 2 to the Agreement for Professional Services is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Tarun Rustagi, M.D. (“Physician”).

**RECITALS**

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. #041-2023, dated March 15, 2023) and Amendment No. 1 (Agt. #053-2024, dated March 20, 2024) (collectively, the “Agreement”), for the period March 16, 2023 through March 15, 2026, whereby Physician provides professional medical services in the Department of Medicine at KMC; and

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

(c) The Agreement is amended effective December 1, 2024;

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

1. Section 5, Compensation Package, paragraph 5.5, Maximum Payable, shall be deleted in its entirety and replaced with the following:

“5.5 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$5,726,435 over the three (3) year Initial Term of this Agreement.”

2. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.

3. This Amendment shall be governed by and construed in accordance with the laws of the state of California.

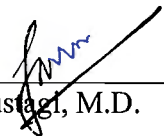
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.

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



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

PHYSICIAN

By \_\_\_\_\_  
Tarun Rustagi, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
Chairman  
Board of Governors

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Scott Thygerson  
Chief Executive Officer

APPROVED AS TO FORM:  
LEGAL SERVICES DEPARTMENT

By \_\_\_\_\_  
Vice President & General Counsel  
Kern County Hospital Authority

Amend2.Rustagi.040425



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

April 16, 2025

**Subject:** Kern County Hospital Authority Chief Financial Officer Report – February 2025

**Recommended Action:** Receive and File

**Summary:**

**Kern Medical Operations:**

Kern Medical key performance indicators:

- Operating gain of \$90,559 for February is \$65,609 more than the February budget of \$24,950 and \$130,653 less than the \$221,212 average over the last three months
- EBIDA of \$1,660,886 for February is \$116,846 more than the February budget of \$1,544,039 and \$166,678 less than the \$1,827,564 average over the last three months
- Average Daily Census of 182 for February is 11 more than the February budget of 171 and 1 more than the 181 average over the last three months
- Admissions of 746 for February are 53 less than the February budget of 799 and 134 less than the 880 average over the last three months
- Total Surgeries of 515 for February are 20 more than the February budget of 495 and 7 less than the 522 average over the last three months
- Clinic Visits of 20,820 for February are 4,095 more than the February budget of 16,725 and 1,566 more than the 19,254 average over the last three months

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

**Patient Revenue:**

Gross patient revenue has an 7% favorable budget variance for the month and a 6% favorable budget variance on a year-to-date basis. The variance is mainly due to a 3.5% charge description master (CDM) price increase that became effective on July 1, 2024 and to a lesser extent, patient volumes. Kern Medical expects strong patient census levels and consistently high gross patient revenue for FY 2025.

**Indigent Funding Revenue:**

Indigent funding has a favorable budget variance for the month and on a year-to-date basis. Additional revenue has been recognized based on favorable changes in estimates for the Enhanced Payment Program (EPP) from increased payments by the California Department of Health Care Services (DHCS) recognizing cost increases and certain structural payment deficits for the state's designated public healthcare systems. The EPP program received an increase for calendar year (CY) 2024.

**Other Operating Revenue:**

Other operating revenue is under budget for the month due to a less than average amount of Proposition 56 funding received for the month. On a year-to-date basis, items such as medical education funding, other grant funding, and Proposition 56 funding are received quarterly or otherwise periodically. Therefore, actual month-to-date and year-to-date revenue compared to the budget fluctuates throughout the year.

**Other Non-Operating Revenue:**

Other non-operating revenue is under budget for the month and year-to-date. Revenue received for miscellaneous items such as providing out-of-network physician services is not received consistently throughout the year. Therefore, the actual dollar amount recorded for this line item may fluctuate versus budget on a monthly basis but should align with budget on a year-to-date basis by year-end.

**Salaries Expense:**

Salaries expense is 2% over budget for the month and 2% over budget on a year-to-date basis.

**Benefits Expense:**

Benefits expense is 5% under budget for the month due to less than average pension and retirement expenses. Benefits expense is 1% over budget on a year-to-date basis.

**Nurse Registry Expense:**

Nurse registry expense is 14% under budget for the month. The use of nurses under contract was reduced with the intent to hire more nurses as Kern Medical employees. Registry expense is at the budgeted dollar amount on a year-to-date basis.

**Medical Fees:**

Medical fees are 23% over budget for the month and 10% over budget on a year-to-date basis because of higher-than-average monthly fees paid to the Acute Care Surgery Medical Group, the LocumTenens.com physician staffing agency, and various physicians. The Acute Care Surgery Medical Group has been engaged to support trauma services at Kern Medical since November 2018.

**Other Professional Fees:**

Other professional fees have an unfavorable budget variance for the month and on a year-to-date basis due to higher-than-average legal fees, physician recruiting expenses, and fees for various other consultants.

**Supplies Expense:**

Supplies expense is over budget for the month and year-to-date primarily due to higher-than-average patient volumes and corresponding increases in medical supplies and pharmaceuticals expenses.

**Purchased Services:**

Purchased services are over budget for the month and on a year-to-date basis because of higher-than-expected software maintenance costs, ambulance fees, out of network patient services expenses, Health Advocates patient financial counseling fees, and fees paid to Signature Performance, Inc. Signature Performance consultants are engaged to support patient health record coding.

**Other Expenses:**

Other expenses are under budget for the month due to less than average repairs and maintenance expenses. On a year-to-date basis other expenses are over budget due to higher-than-average advertising costs, electricity costs, and repairs and maintenance expenses.

**Interest Expense:**

Interest expense is over budget month-to-date and year-to-date due to higher than anticipated pension obligation bond (POB) interest. In addition, a change in the treatment of accounting for leases under GASB 87 was implemented in 2022 and requires leases to be set up as assets at fair market value and amortized over time. Corresponding right-of-use liabilities are also set up for leases with applicable interest expense accrued. The net effect of the implementation of GASB 87 is minimal. The decrease in lease expense under the other expenses section of the income statement is offset by increases in amortization expense and in interest expense.

**Depreciation and Amortization Expense:**

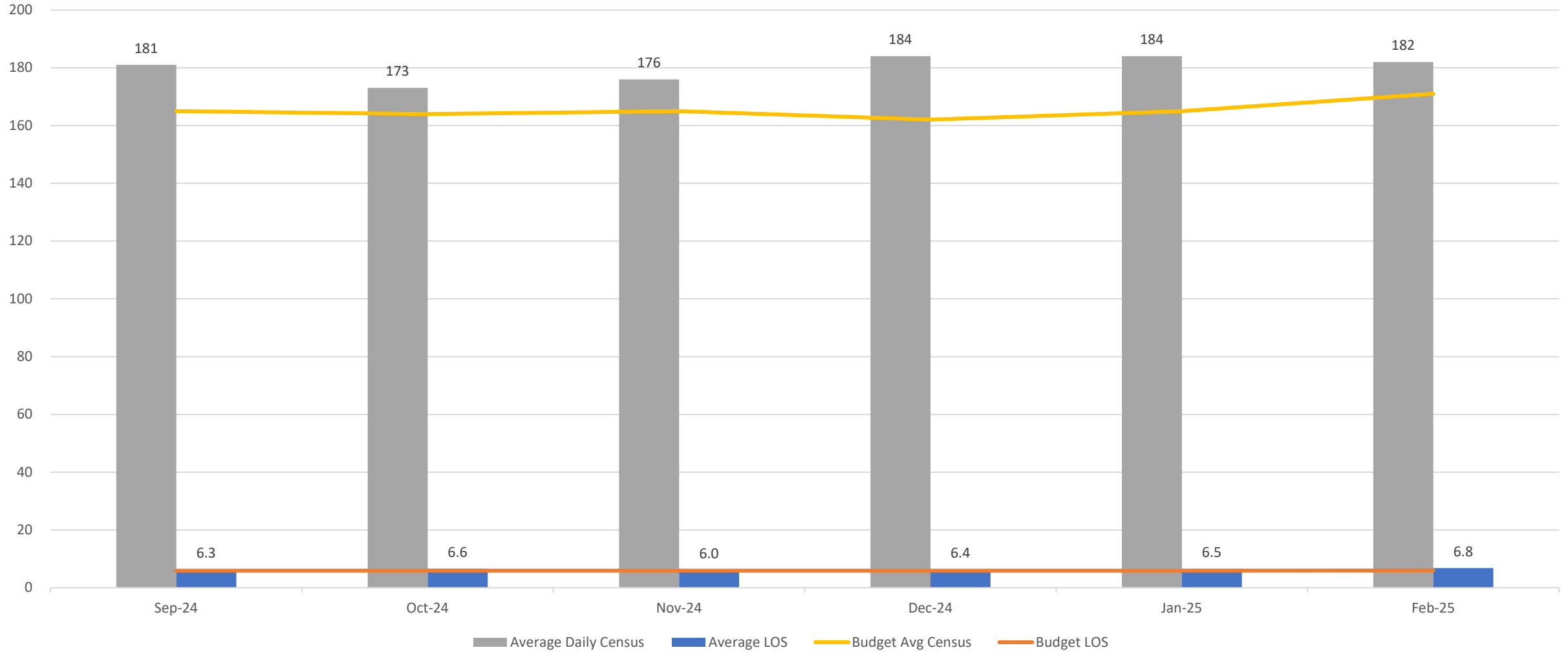
Depreciation and amortization expenses are under budget for the month and on a year-to-date basis. The variance is due to the closure of purchase orders for equipment during previous months and the subsequent reduction in the depreciation accrual.



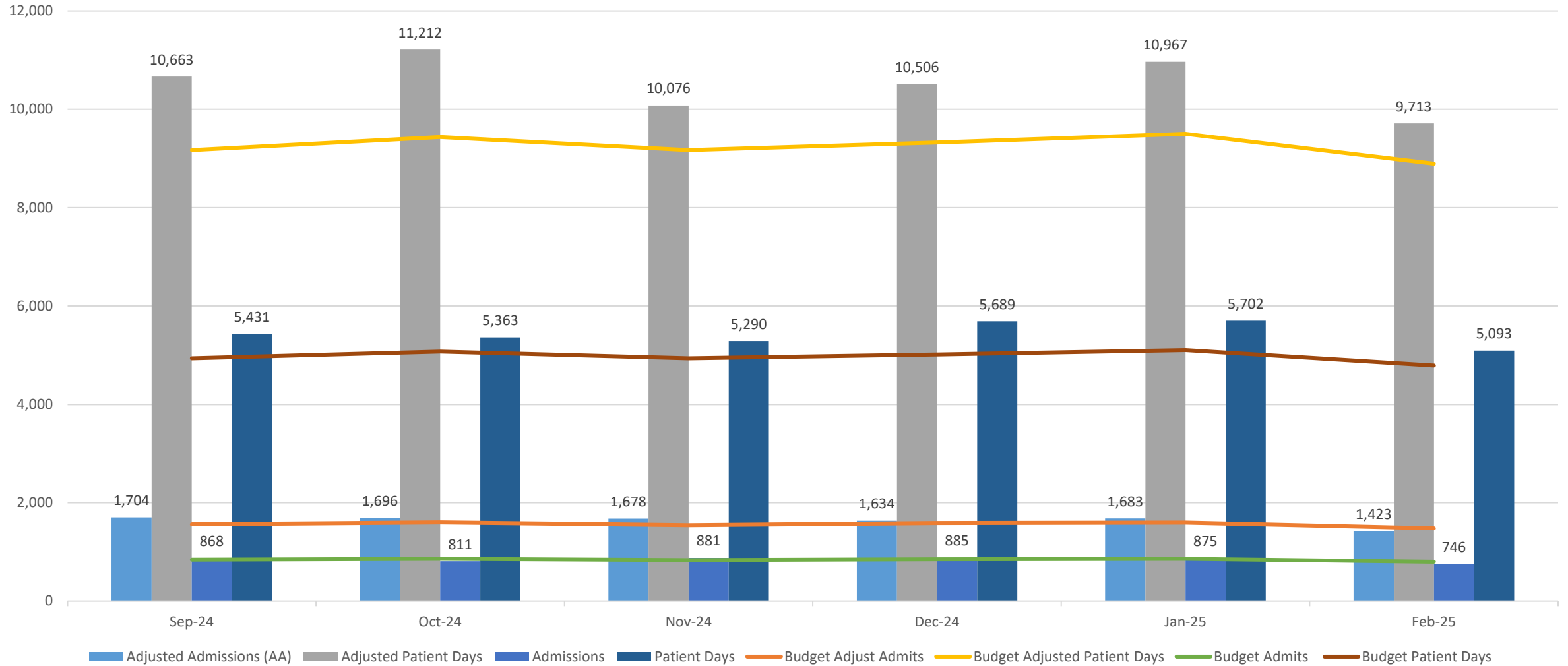
## **Board of Governors' Report**

Kern Medical – February 2025

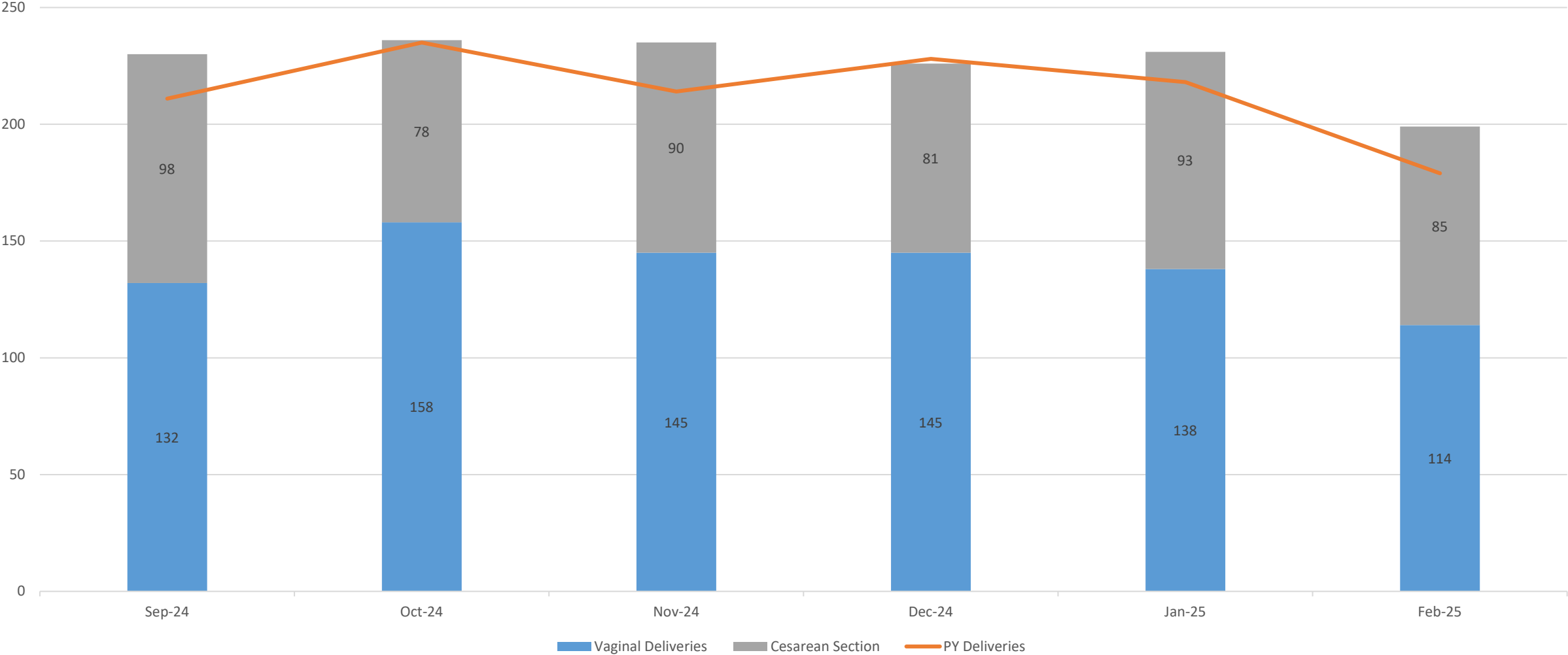
## Census & ALOS



## Hospital Volumes

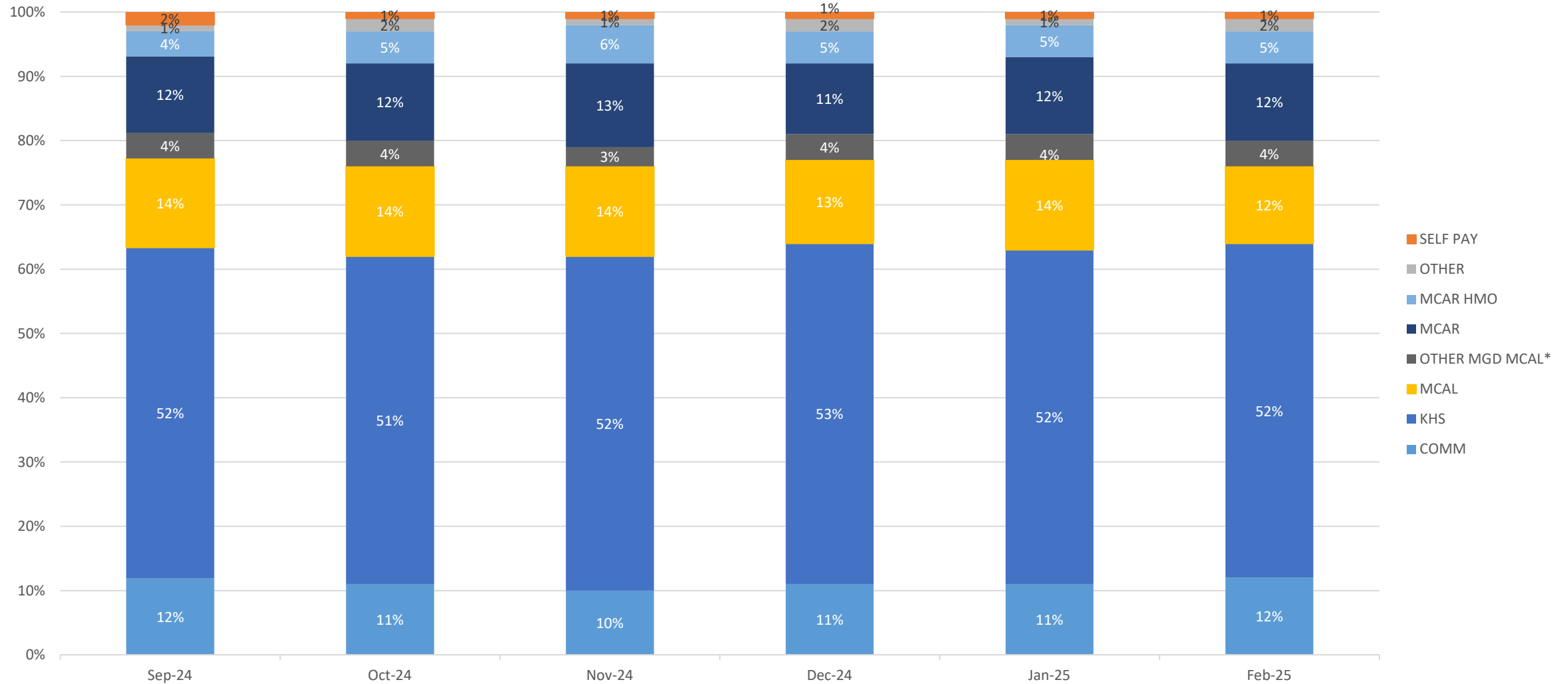


Deliveries

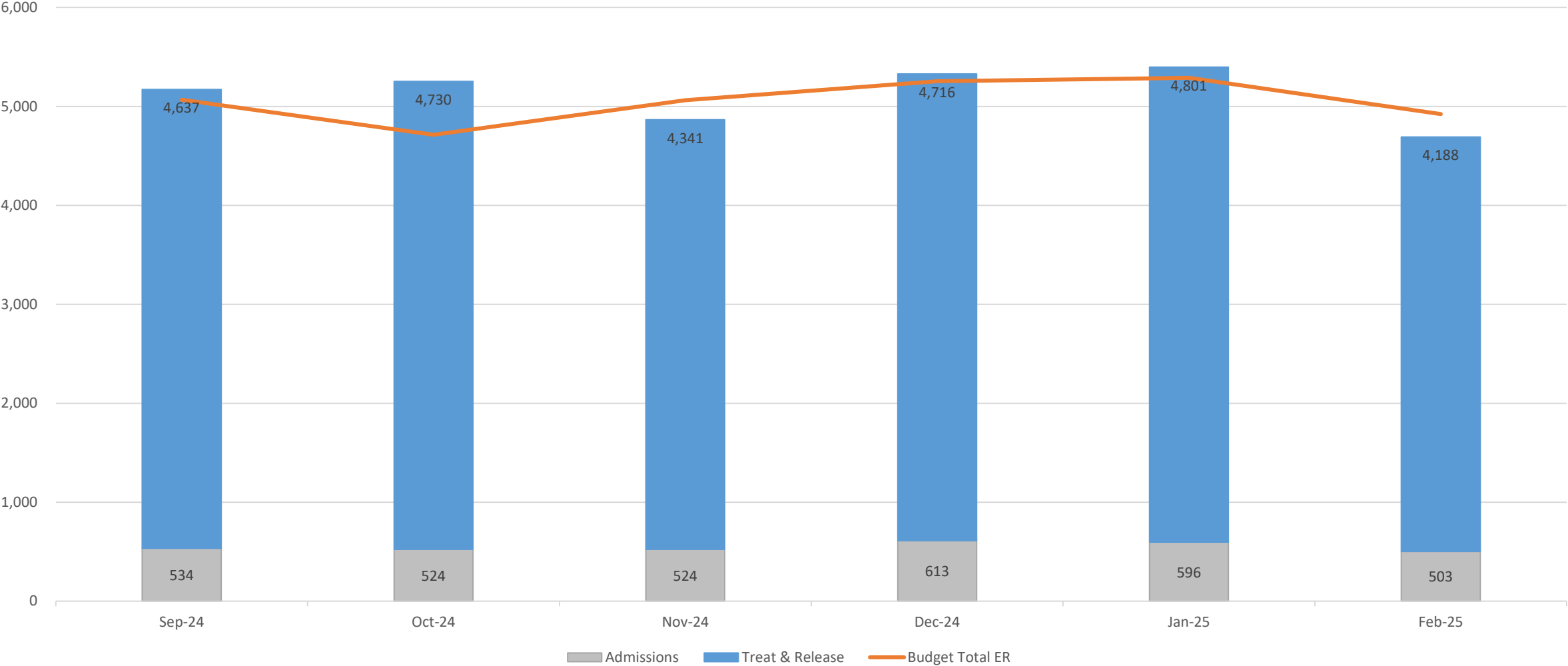




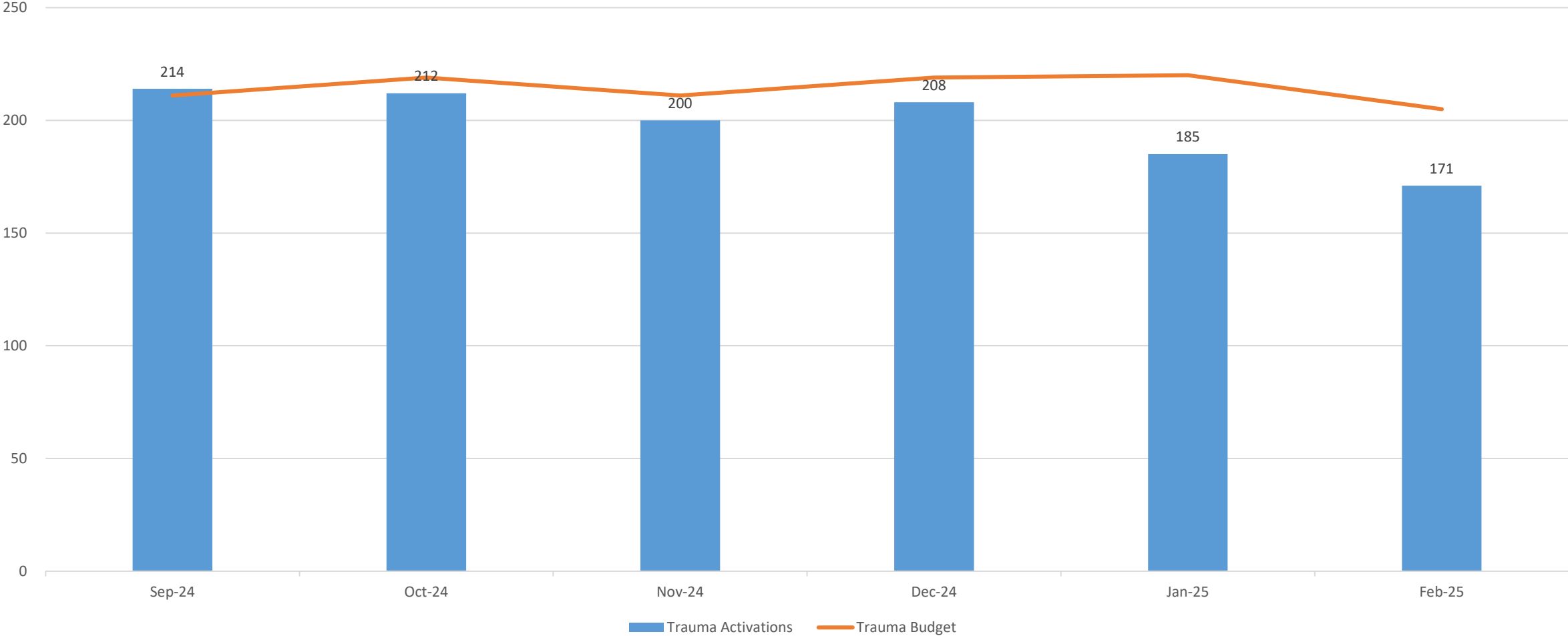
## PAYER MIX



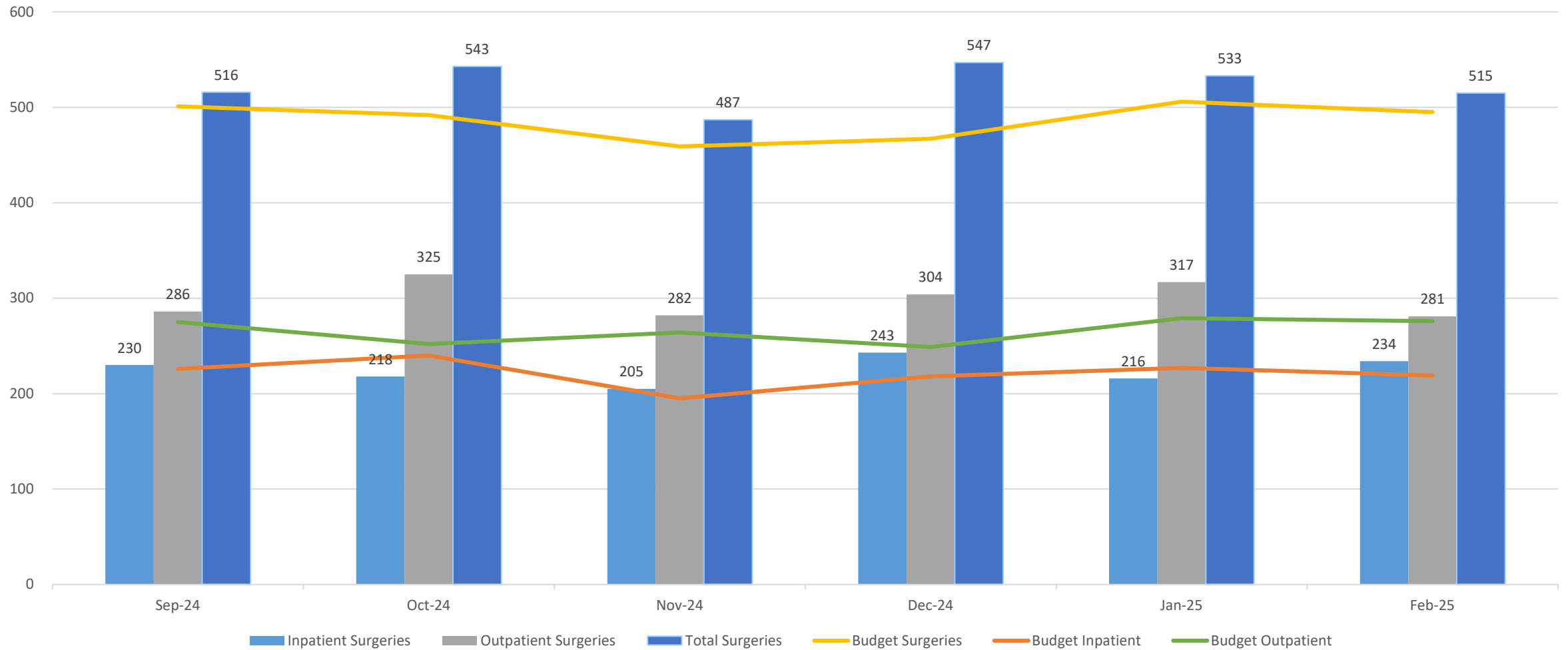
Emergency Room Volume



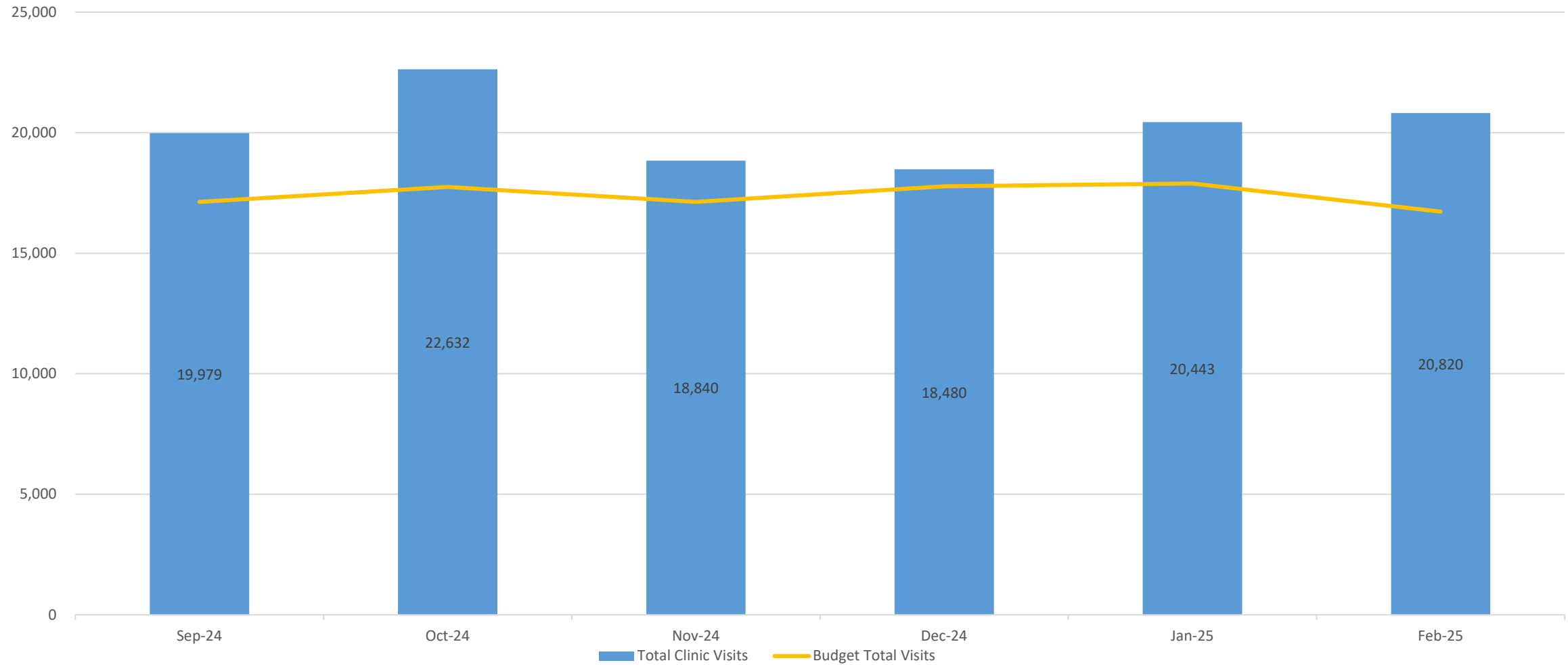
Trauma Activations



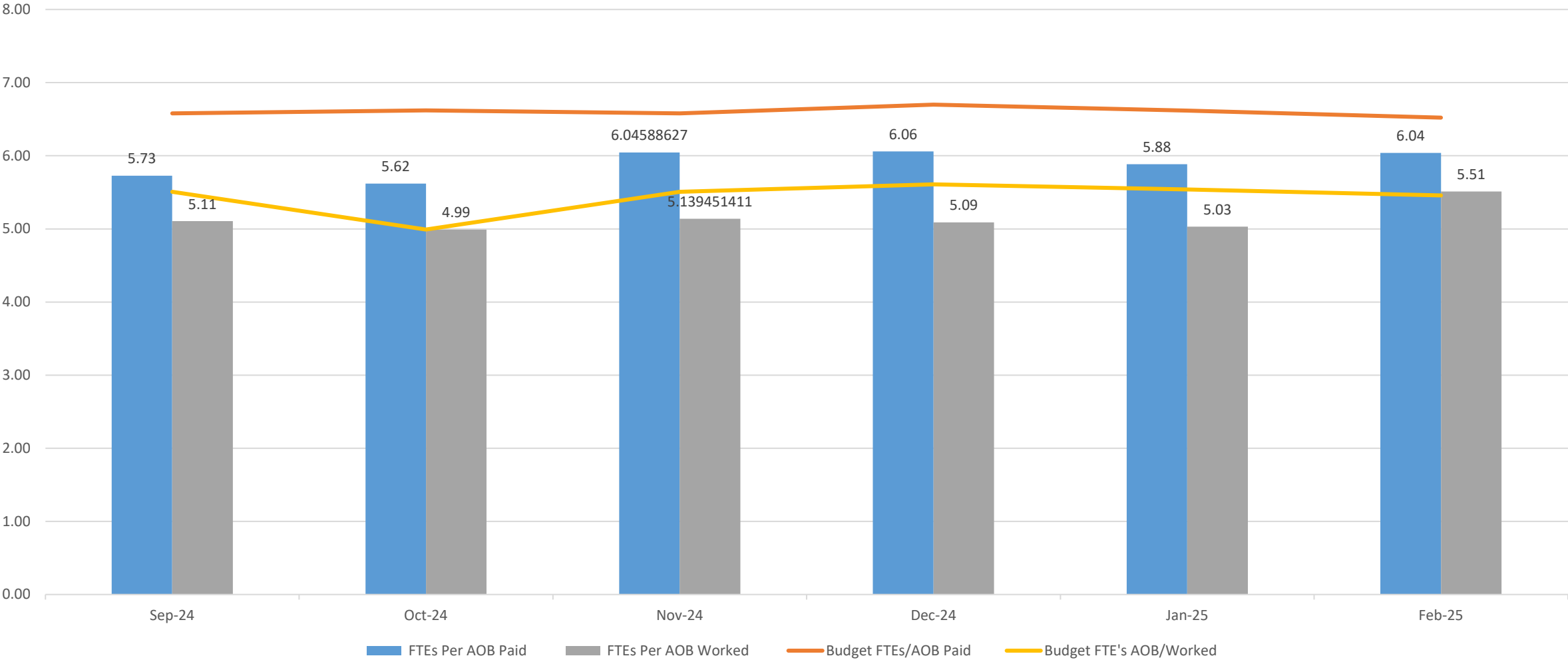
## Surgical Volume



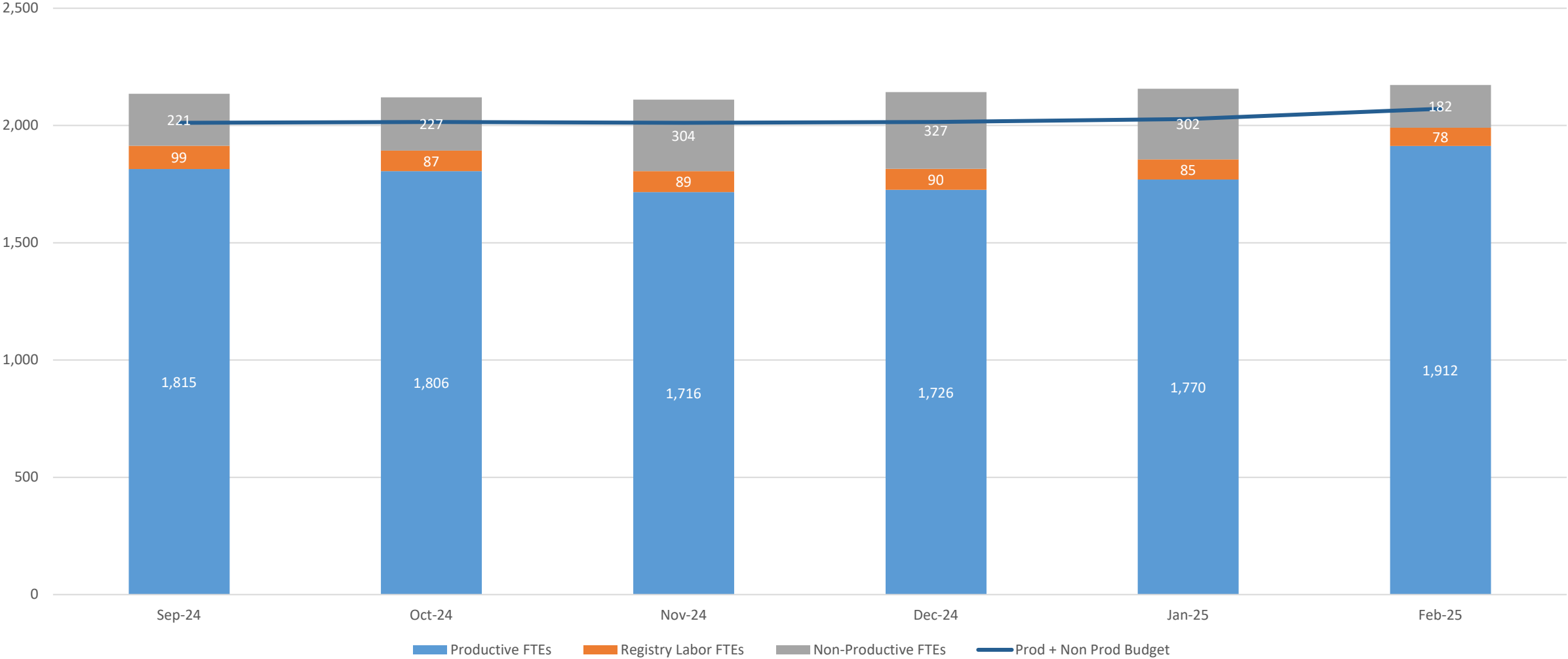
## Clinic Visits

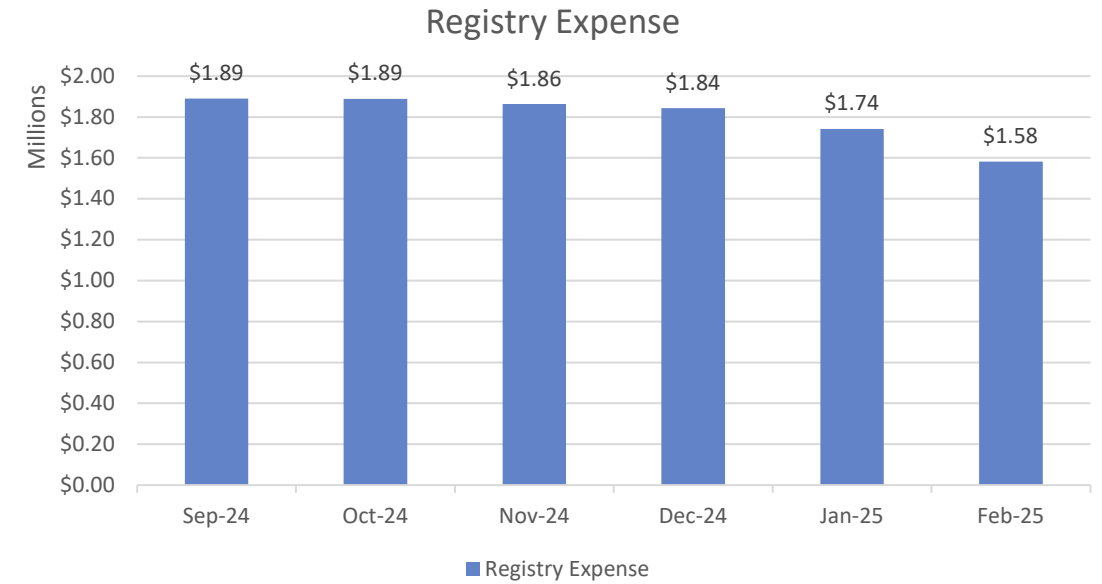
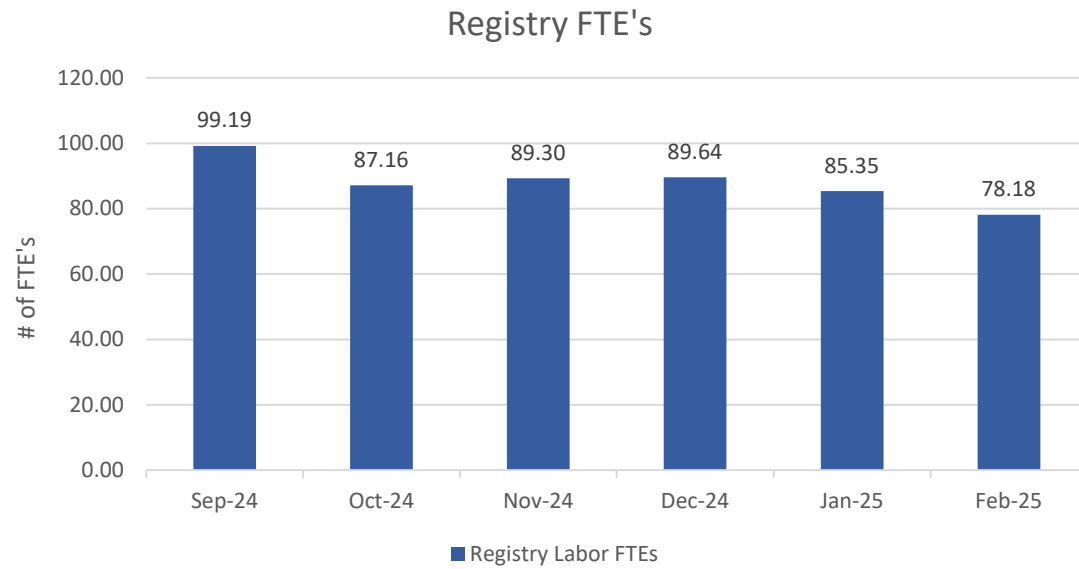


Labor Metrics



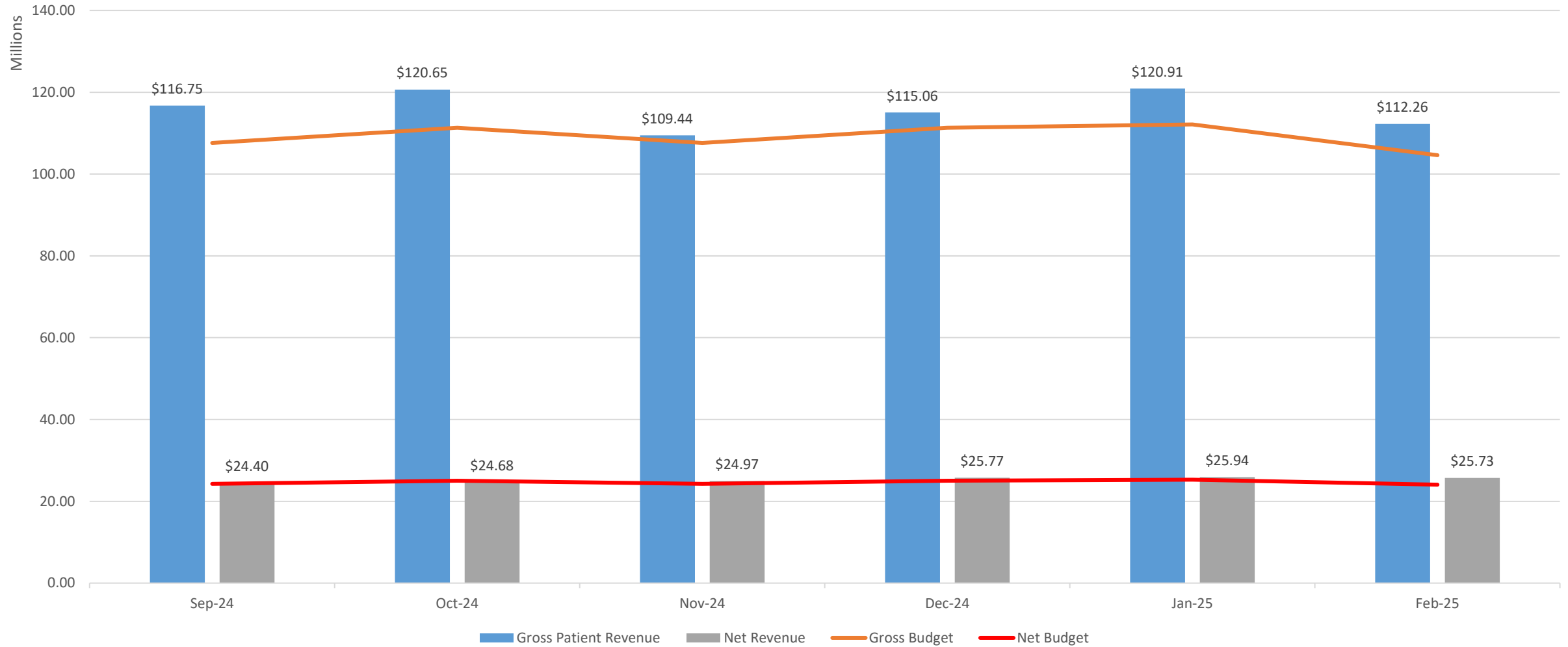
Productivity



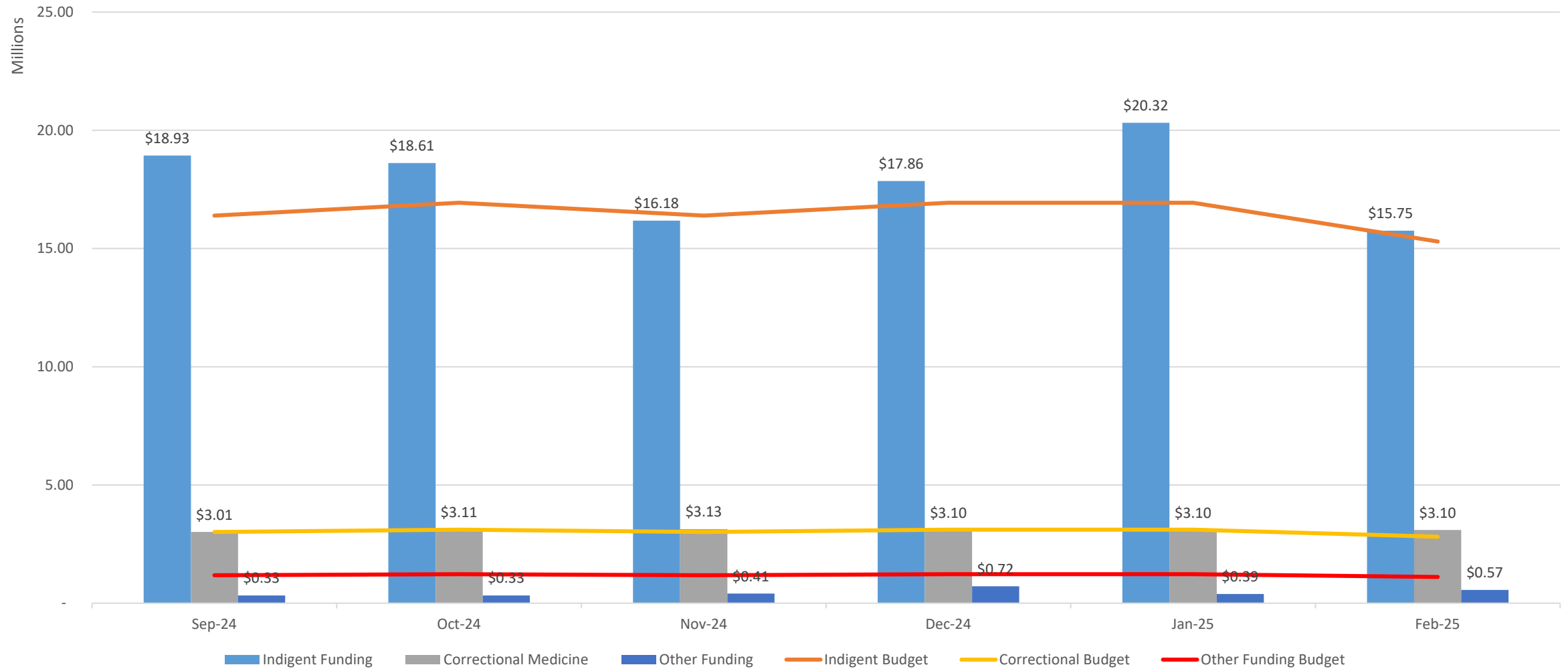


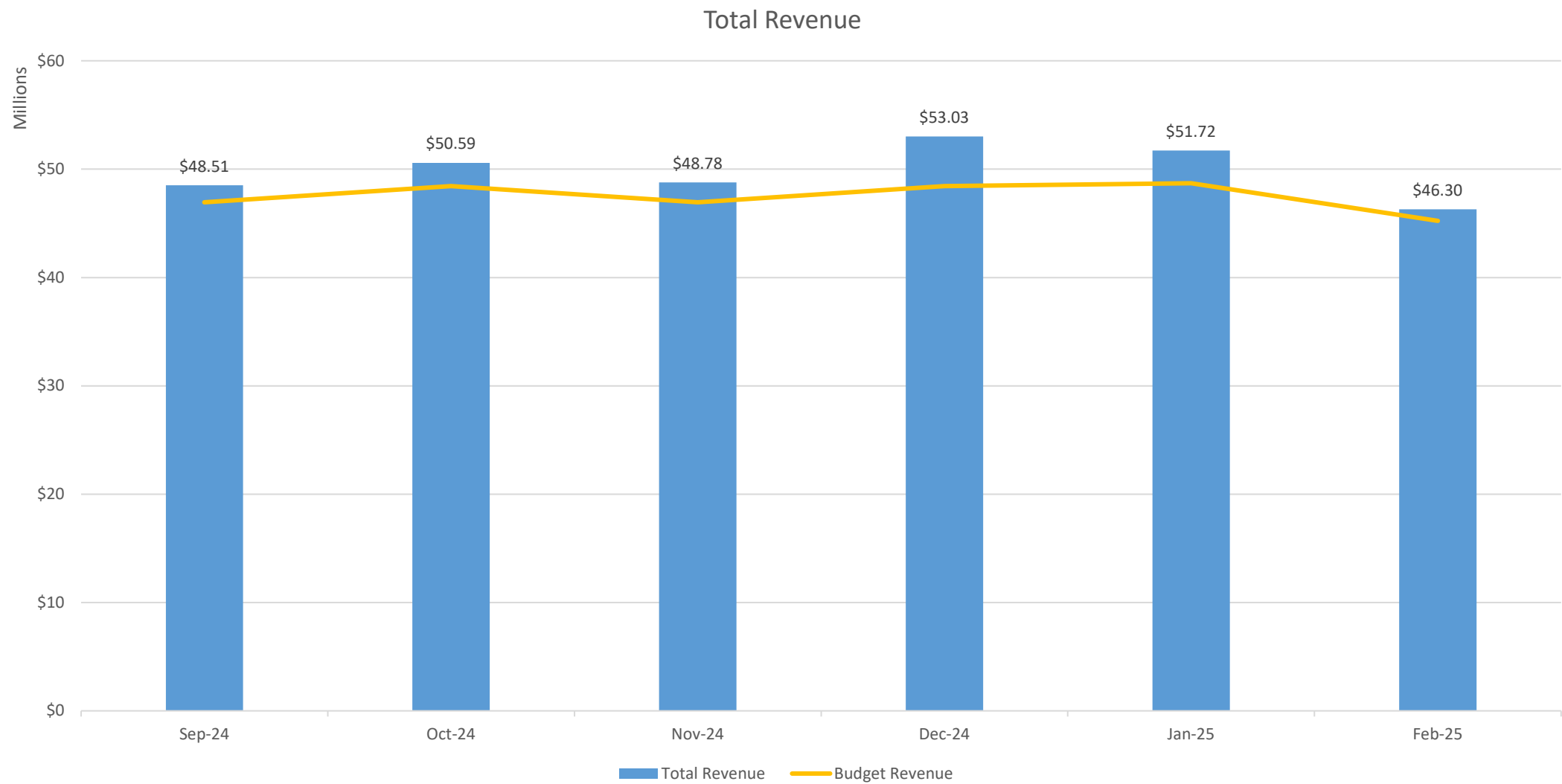


## Patient Revenue

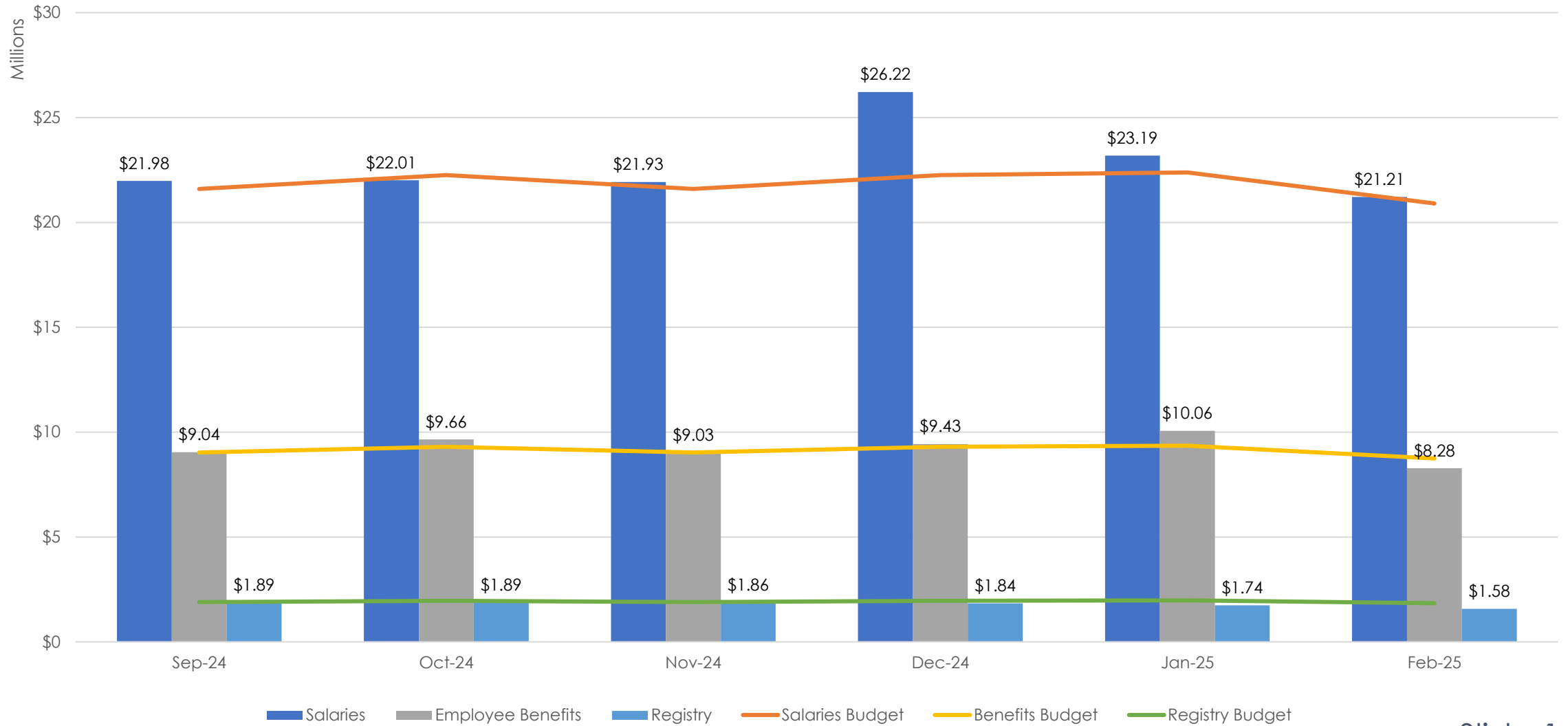


## Indigent & Correctional Revenue

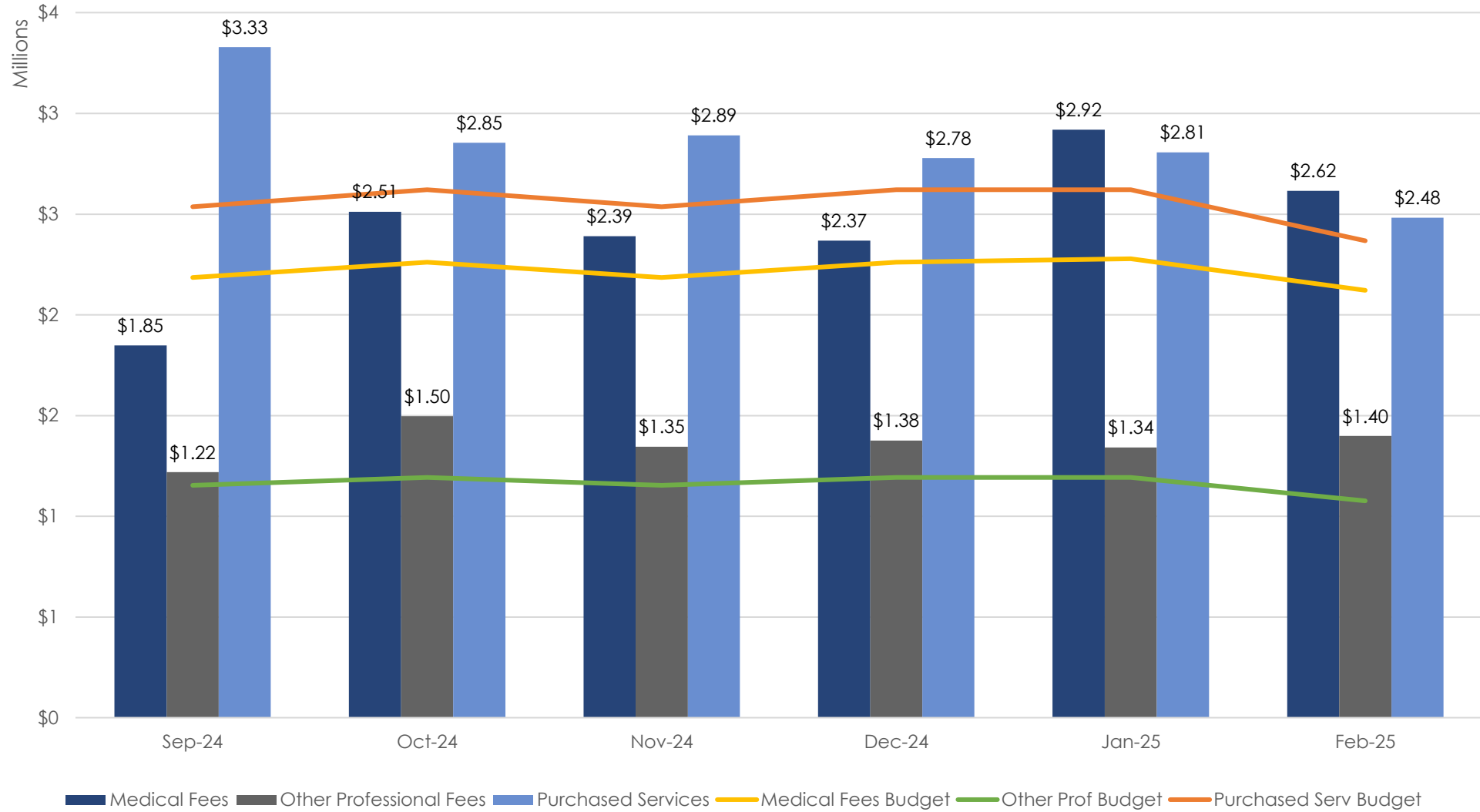




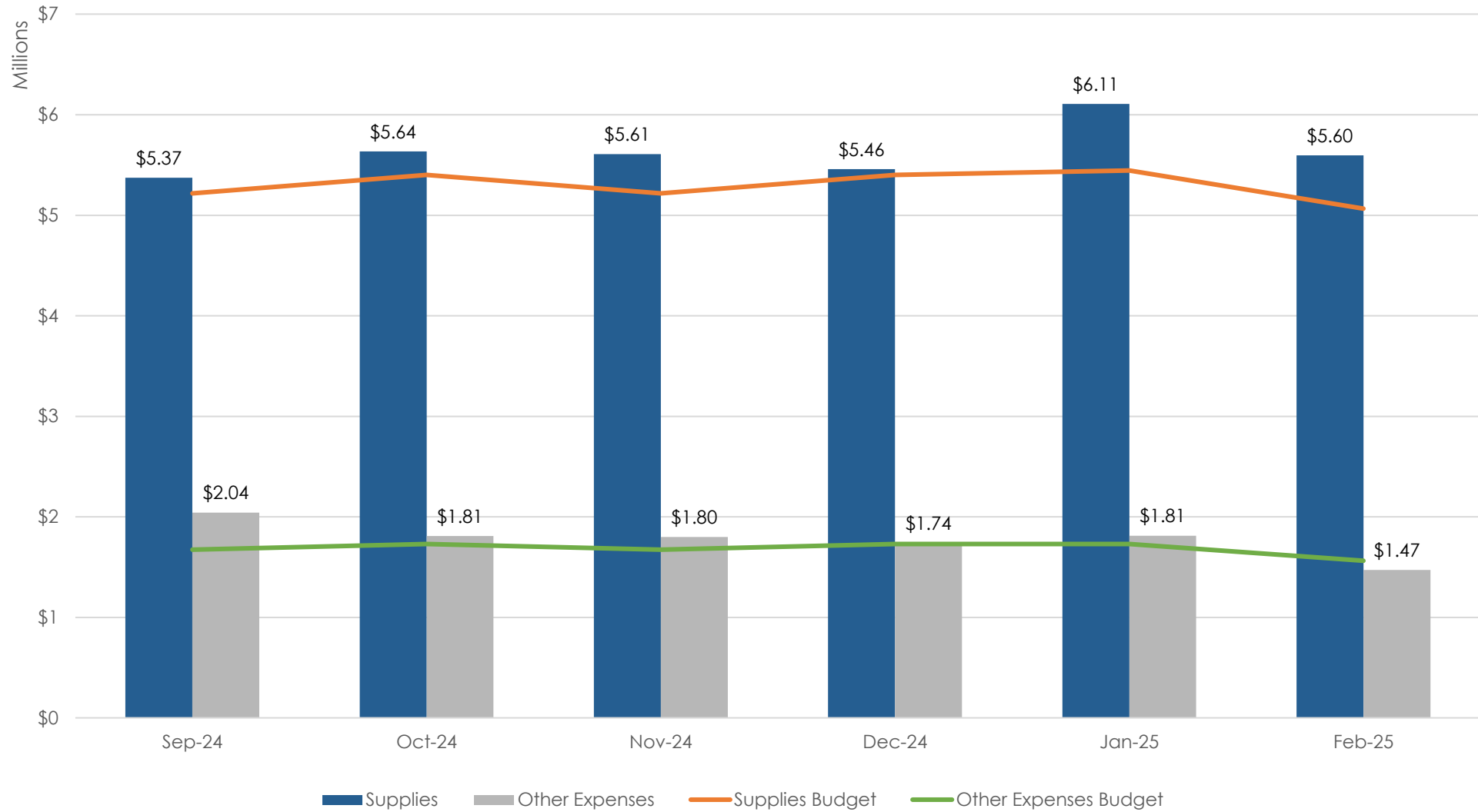
## Expenses



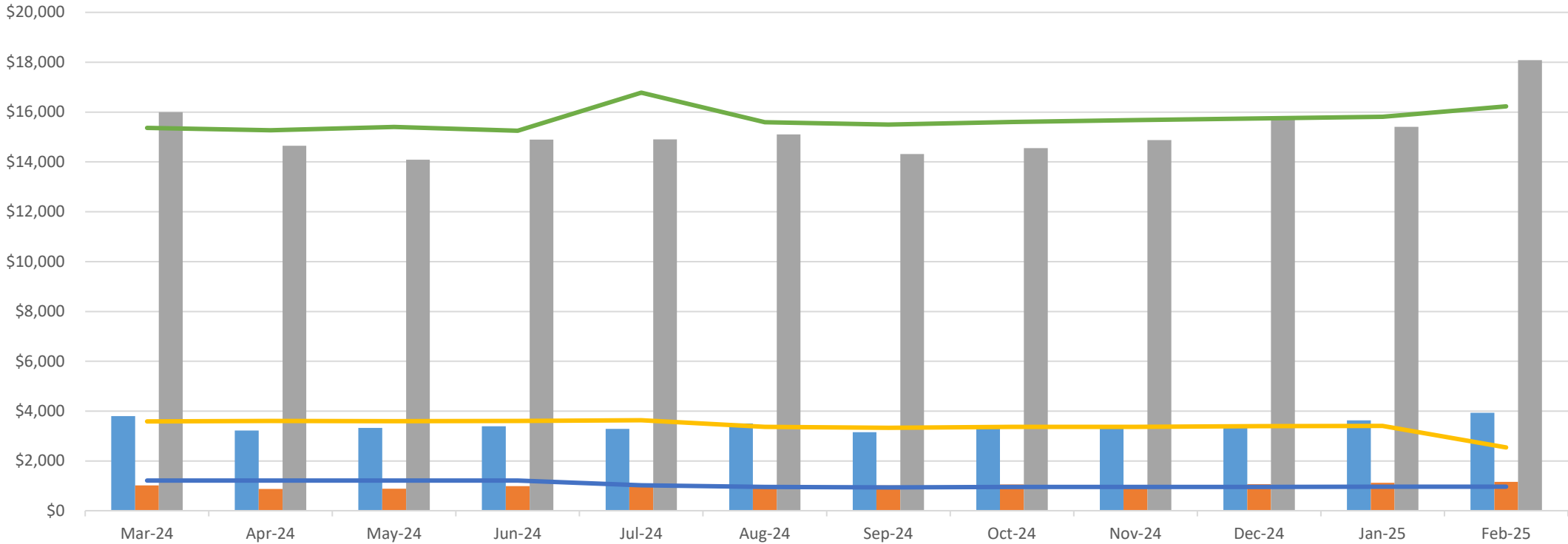
## Expenses



## Expenses

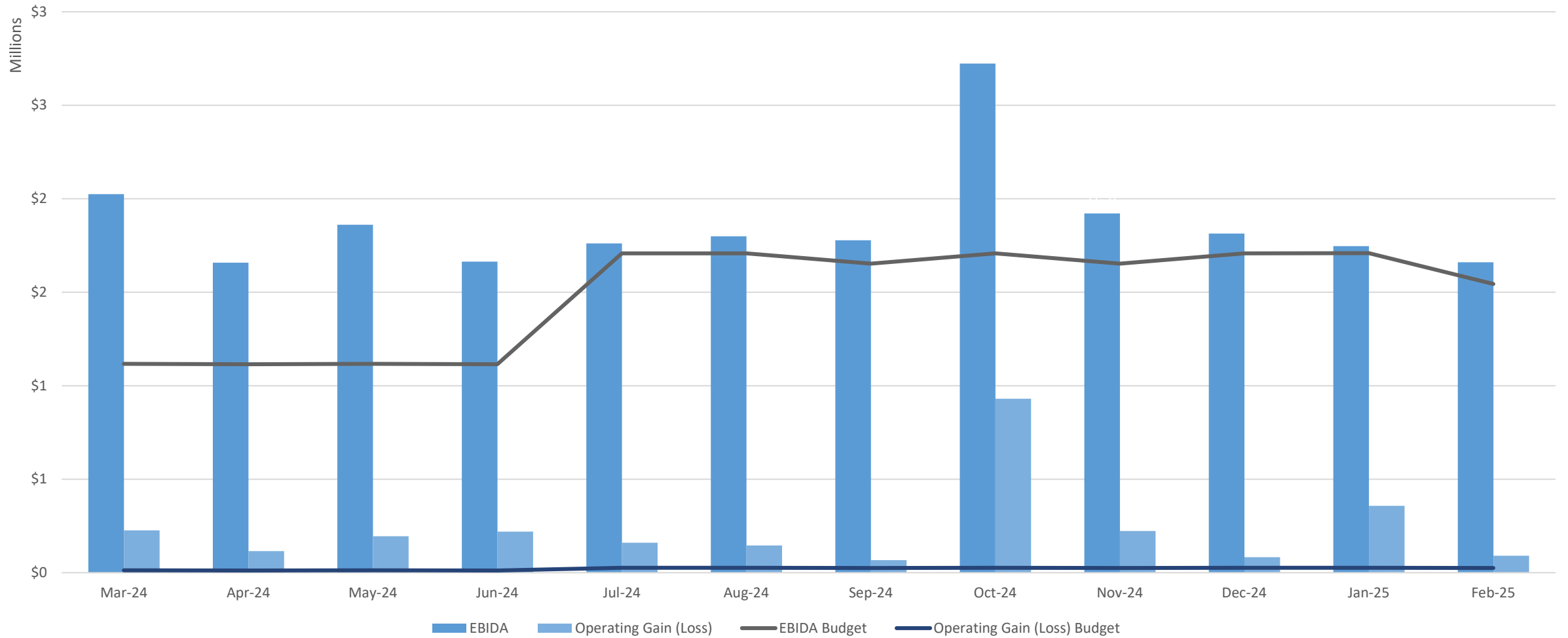


Operating Metrics

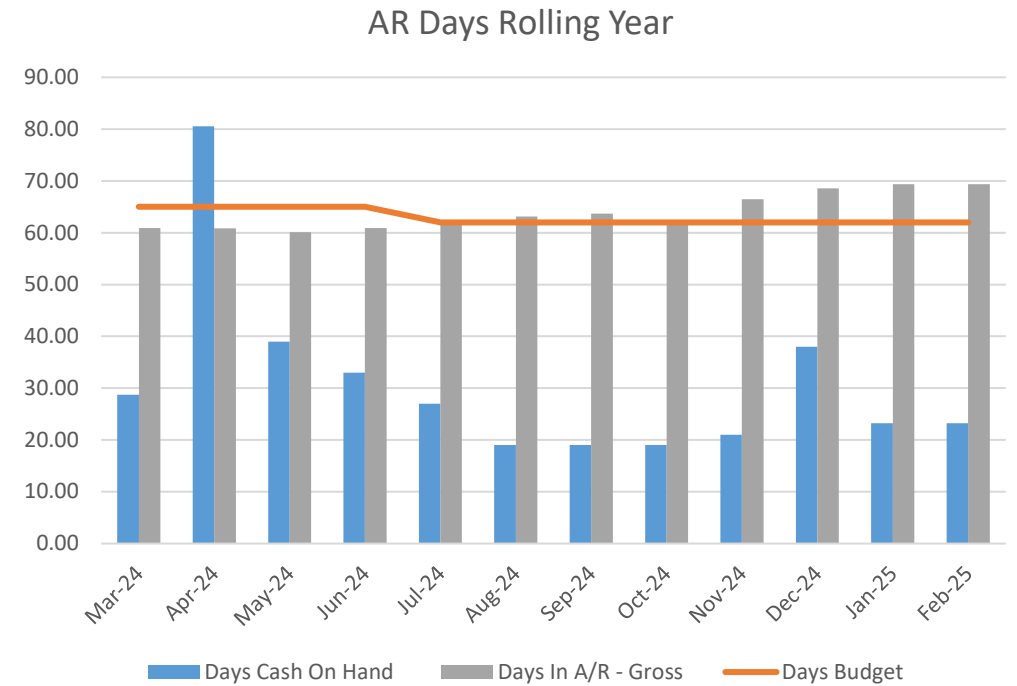
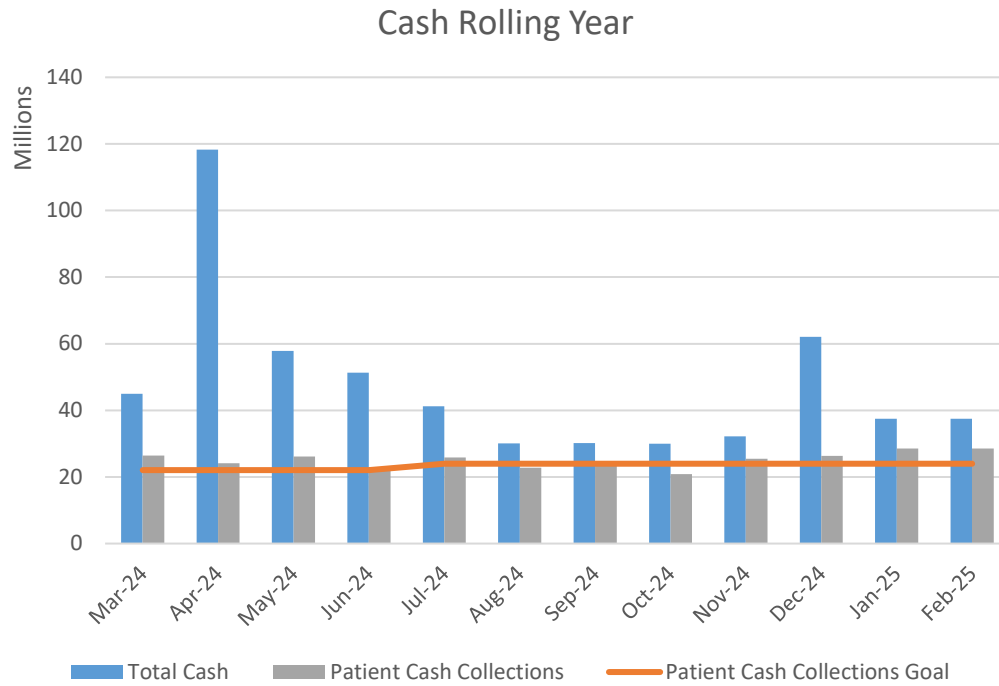


	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25
Supply Expense per AA	\$3,803	\$3,223	\$3,327	\$3,394	\$3,284	\$3,506	\$3,152	\$3,323	\$3,342	\$3,339	\$3,629	\$3,933
Pharm Cost per AA	\$1,023	\$877	\$885	\$986	\$1,006	\$982	\$1,023	\$1,057	\$980	\$1,070	\$1,125	\$1,161
Net Revenue Per AA	\$15,992	\$14,649	\$14,086	\$14,898	\$14,906	\$15,102	\$14,315	\$14,556	\$14,878	\$15,768	\$15,411	\$18,087
Budget Supp/AA	\$3,590	\$3,610	\$3,596	\$3,608	\$3,630	\$3,369	\$3,331	\$3,369	\$3,371	\$3,401	\$3,407	\$2,546
Budget Pharm/AA	\$1,210	\$1,210	\$1,211	\$1,210	\$1,027	\$953	\$942	\$953	\$953	\$962	\$964	\$966
Budget Net Rev/AA	\$15,368	\$15,272	\$15,407	\$15,252	\$16,780	\$15,593	\$15,495	\$15,601	\$15,681	\$15,748	\$15,811	\$16,229

## EBIDA Rolling Year







**KERN MEDICAL**  
**3-Month Trend Analysis: Revenues & Expenses**  
February 28, 2025

				BUDGET	VARIANCE	PY
	DECEMBER	JANUARY	FEBRUARY	FEBRUARY	POS (NEG)	FEBRUARY
<b>Gross Patient Revenue</b>	\$ 115,064,775	\$ 120,905,961	\$ 112,256,882	\$ 104,604,498	7%	\$ 106,581,614
Contractual Deductions	(89,294,475)	(94,969,841)	(86,523,341)	(80,533,285)	7%	(84,027,339)
<b>Net Revenue</b>	25,770,300	25,936,120	25,733,541	24,071,213	7%	22,554,275
Indigent Funding	17,855,210	20,318,527	15,754,822	15,296,581	3%	12,881,016
Correctional Medicine	3,097,714	3,097,714	3,097,714	2,813,238	10%	2,847,714
County Contribution	574,550	285,210	469,110	262,550	79%	285,211
Incentive Funding	142,625	101,384	96,574	843,836	(89%)	0
<b>Net Patient Revenue</b>	47,440,398	49,738,954	45,151,760	43,287,417	4%	38,568,216
Other Operating Revenue	5,574,663	1,973,575	1,137,542	1,927,034	(41%)	1,132,927
Other Non-Operating Revenue	13,608	10,830	11,876	17,159	(31%)	11,379
<b>Total Revenue</b>	53,028,669	51,723,359	46,301,179	45,231,610	2%	39,712,521
<b>Expenses</b>						
Salaries	26,217,896	23,186,713	21,211,902	20,907,384	1%	19,206,271
Employee Benefits	9,434,091	10,060,738	8,282,548	8,743,126	(5%)	(1,686,719)
Registry	1,842,771	1,740,893	1,581,610	1,841,765	(5%)	2,701,171
Medical Fees	2,368,950	2,918,625	2,615,078	2,122,312	23%	2,333,226
Other Professional Fees	1,376,560	1,342,129	1,398,802	1,077,279	30%	1,206,164
Supplies	5,457,749	6,107,943	5,595,967	5,065,376	10%	4,877,035
Purchased Services	2,778,587	2,806,856	2,481,956	2,367,404	5%	2,427,324
Other Expenses	1,738,131	1,812,912	1,472,430	1,562,924	(6%)	2,113,326
Operating Expenses	51,214,735	49,976,809	44,640,293	43,687,571	2%	33,177,798
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,813,934	\$ 1,746,550	\$ 1,660,886	\$ 1,544,039	8%	\$ 6,534,723
EBIDA Margin	3%	3%	4%	3%	5%	16%
Interest	389,440	348,169	313,612	234,519	34%	418,423
Depreciation	753,057	454,840	670,818	666,661	1%	725,583
Amortization	588,661	585,896	585,896	617,909	(5%)	689,474
Total Expenses	52,945,892	51,365,715	46,210,619	45,206,660	2%	35,011,277
<b>Operating Gain (Loss)</b>	\$ 82,777	\$ 357,644	\$ 90,559	\$ 24,950	263%	\$ 4,701,244
<b>Operating Margin</b>	0.16%	0.69%	0.20%	0.06%	254.6%	11.8%

**KERN MEDICAL**  
**Year to Date Analysis: Revenues & Expenses**  
February 28, 2025

	ACTUAL	BUDGET	VARIANCE	PY	PY VARIANCE
	FYTD	FYTD	POS (NEG)	FYTD	POS (NEG)
<b>Gross Patient Revenue</b>	\$ 926,771,620	\$ 876,238,318	6%	\$ 842,036,832	10%
Contractual Deductions	(725,709,088)	(678,576,988)	7%	(648,442,130)	12%
<b>Net Revenue</b>	201,062,532	197,661,329	2%	193,594,702	
Indigent Funding	145,828,335	132,752,468	10%	123,661,573	18%
Correctional Medicine	24,781,709	24,414,885	2%	22,781,709	9%
County Contribution	2,754,924	2,278,562	21%	2,281,687	20.74%
Incentive Funding	665,782	7,323,288	(91%)	0	0.0%
<b>Net Patient Revenue</b>	375,093,282	364,430,532	3%	342,319,672	10%
Other Operating Revenue	22,397,942	16,723,905	34%	13,961,146	60%
Other Non-Operating Revenue	98,658	148,912	(34%)	157,424	(37%)
<b>Total Revenue</b>	397,589,883	381,303,349	4%	356,438,241	12%
<b>Expenses</b>					
Salaries	179,474,946	175,373,675	2.3%	158,872,261	13%
Employee Benefits	74,070,678	73,317,046	1.0%	56,342,018	31%
Registry	15,258,201	15,459,916	(1%)	20,194,263	(24%)
Medical Fees	19,544,135	17,796,114	10%	17,571,094	11%
Other Professional Fees	11,276,005	9,349,243	21%	12,046,395	(6%)
Supplies	44,969,462	42,504,577	6%	39,485,009	14%
Purchased Services	22,970,488	20,545,681	12%	20,905,858	10%
Other Expenses	14,547,811	13,563,943	7%	13,961,468	4%
Operating Expenses	382,111,726	367,910,195	4%	339,378,365	13%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 15,478,156	\$ 13,393,154	16%	\$ 17,059,876	(9%)
EBIDA Margin	4%	4%	11%	5%	(19%)
Interest	2,841,130	2,035,291	40%	1,966,824	44%
Depreciation	5,409,400	5,785,668	(7%)	5,647,556	(4%)
Amortization	4,895,960	5,362,565	(9%)	4,321,831	13%
Total Expenses	395,258,216	381,093,719	4%	351,314,576	13%
<b>Operating Gain (Loss)</b>	\$ 2,331,667	\$ 209,630	1,012%	\$ 5,123,665	(54%)
<b>Operating Margin</b>	0.6%	0.1%	966.7%	1.4%	(59%)

# KERN MEDICAL BALANCE SHEET

	FEBRUARY 2025	FEBRUARY 2024
<b>ASSETS:</b>		
<i><b>Total Cash</b></i>	<b>\$ 24,162,892</b>	<b>\$ 32,581,160</b>
Patient Receivables Subtotal	276,472,653	239,730,471
Contractual Subtotal	(236,281,788)	(186,131,122)
<i><b>Net Patient Receivable</b></i>	<b>40,190,865</b>	<b>53,599,348</b>
Total Indigent Receivable	273,448,811	262,297,647
Total Other Receivable	13,966,826	14,996,514
Total Prepaid Expenses	5,658,036	6,853,069
Total Inventory	4,784,791	5,618,750
<i><b>Total Current Assets</b></i>	<b>362,212,220</b>	<b>375,946,488</b>
Deferred Outflows of Resources	124,532,718	112,536,013
Total Land, Equipment, Buildings and Intangibles	270,274,566	266,756,718
Total Construction in Progress	13,103,672	7,724,789
<i><b>Total Property, Plant &amp; Equipment</b></i>	<b>283,378,238</b>	<b>274,481,507</b>
Total Accumulated Depr & Amortization	(178,293,722)	(164,427,859)
<i><b>Net Property, Plant, and Equipment</b></i>	<b>105,084,516</b>	<b>110,053,648</b>
<i><b>Total Long Term Assets</b></i>	<b>124,532,718</b>	<b>112,536,013</b>
<i><b>Total Assets</b></i>	<b>\$ 591,829,453</b>	<b>\$ 598,536,149</b>

# KERN MEDICAL BALANCE SHEET

	FEBRUARY 2025	FEBRUARY 2024
<b>LIABILITIES &amp; EQUITY:</b>		
Total Accounts Payable	\$ 6,709,861	\$ 18,142,570
Total Accrued Compensation	33,395,373	30,827,444
Total Due Government Agencies	5,436,281	3,386,308
Total Other Accrued Liabilities	45,931,052	51,758,112
<b><i>Total Current Liabilities</i></b>	<b>91,472,566</b>	<b>104,114,434</b>
Unfunded Pension Liability	344,447,058	345,399,109
Other Long-Term Liabilities	81,032,204	81,830,738
<b><i>Total Long-Term Liabilities</i></b>	<b>425,479,262</b>	<b>427,229,847</b>
<b><i>Total Liabilities</i></b>	<b>516,951,828</b>	<b>531,344,281</b>
<b><i>Total Net Position</i></b>	<b>74,877,625</b>	<b>67,191,868</b>
<b><i>Total Liabilities and Net Position</i></b>	<b>\$ 591,829,453</b>	<b>\$ 598,536,149</b>

**KERN MEDICAL**  
**STATEMENT OF CASH FLOWS**

	Fiscal Year-to-Date February 2025	Fiscal Year-End June 2024	Fiscal Year-to-Date February 2024	Fiscal Year-End June 2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Cash received for patient/current services	\$ 209,747,697	\$ 292,533,084	\$ 193,908,400	\$ 264,388,064
Cash received for other operations	139,408,227	233,602,712	92,062,101	236,708,950
Cash paid for salaries and benefits	(246,133,565)	(339,411,493)	(215,635,602)	(202,912,375)
Cash paid for services and supplies	(131,143,630)	(186,981,598)	(113,820,011)	(292,069,170)
Net cash (used in) provided by operating activities	(28,121,270)	(257,296)	(43,485,113)	6,115,469
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
Cash (provided to) received from various County funds	-	-	-	2,070,094
Interest paid - pension obligation bond	-	420,331	-	(365,334)
Principal paid - pension obligation bond	-	(1,062,281)	-	(2,938,587)
Interest paid - line of credit	-	-	-	(262,368)
Line of credit payment	10,000,000	-	20,000,000	-
Net cash provided by (used in) noncapital financing activities	10,000,000	(641,950)	20,000,000	(1,496,195)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Acquisition or construction of capital assets	(5,544,860)	(18,896,864)	(15,519,506)	(12,141,601)
Payments on right-of-usage lease liability	(1,961,709)	3,896,089	4,878,594	(3,034,901)
Interest paid - right-of-usage lease liability	(5,675)	31,211	34,177	
Payments on SBITA liability	(505,554)	(752,150)	(250,717)	(782,410)
Interest paid - SBITA	(397)	2,013	2,422	-
Net cash used by capital and related financing activities	(8,018,195)	(15,719,700)	(10,855,030)	(15,958,912)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Interest on bank deposits and investments	-	-	-	181,109
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(26,139,465)	(16,618,946)	(34,340,143)	(11,158,529)
<b>CASH AND CASH EQUIVALENTS, beginning of year</b>	50,302,358	66,921,303	66,921,303	78,079,832
<b>CASH AND CASH EQUIVALENTS, year-to-date</b>	<u>\$ 24,162,892</u>	<u>\$ 50,302,358</u>	<u>\$ 32,581,160</u>	<u>\$ 66,921,303</u>



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

April 16, 2025

**Subject:** Kern County Hospital Authority Chief Executive Officer Report

**Recommended Action:** Receive and File

**Summary:**

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



*What's Happening?*





## NEW PODCAST EPISODE

Search "Kern Medical - Health for Life"

*EPISODE THREE - Colorectal Health w/ Dr. Alex Elias*

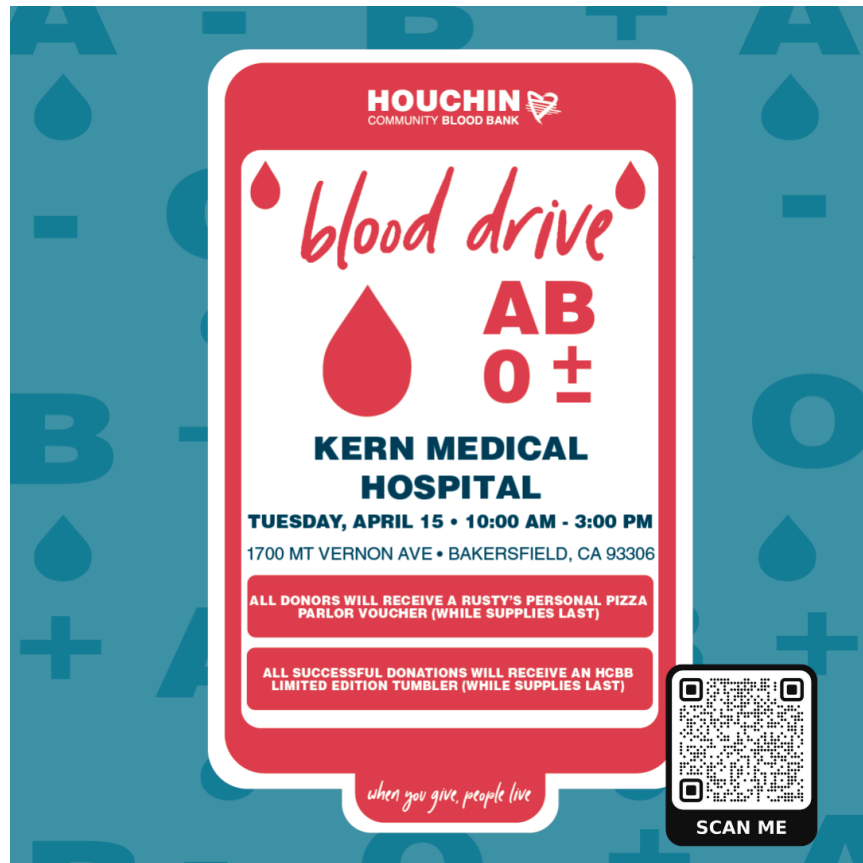


Apple



Spotify

# Upcoming Blood Drive



# Patient Safety Week





# Match Day 2025



## WELCOME TO OUR NEWLY MATCHED RESIDENTS AND FELLOWS!

### Addiction Psychiatry Fellow



Dr. Colleen Reyes

### Addiction Medicine Fellow



Dr. Eric Kwo

### Child and Adolescent Psychiatry Fellows



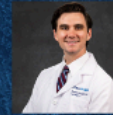
Dr. Theodore Chun



Dr. Amanpreet Gill



Dr. Jesse Godfrey



Dr. Benjamin Woodward

### Infectious Disease Fellow



Dr. Jagadeesh Batana

### Internal Medicine Residents



Dr. Saakshi Subhash Dulan



Dr. Daniel Amaya



Dr. Alex Bakal



Dr. Danial Bandak



Dr. Lambert Diep



Dr. Sterling Falkenstein



Dr. Remon Indrawes



Dr. Parmveer Karioty



Dr. Maria Lague



Dr. Anna Gabrielle Manuel

### Psychiatry Residents



Dr. Paula Samaha



Dr. Nabeen Sidhu



Dr. Dayana Narayana Swamy



Dr. Gregory Bichai



Dr. Jarred Brooks



Dr. Christine Do



Dr. Connie Kwok



Dr. Richard Nguyen



Dr. Fahad Molla



Dr. Cheyenne Taylor

### Obstetrics & Gynecology Residents



Dr. Shelby Hamilton



Dr. Ming Lai Kwong



Dr. Anna Shannon



Dr. Anthony Ursua



Dr. Anthea Cheng



Dr. Christopher Christiansen



Dr. Alexa Fabrizio



Dr. Kirit Singh



Dr. Amritpal Singh



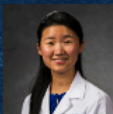
Dr. Joseph Tallakson



Dr. Nolan Tombler

### Emergency Medicine Residents

### Clinical Pharmacy Residents



Beetha Choi, PharmD



Trace Kasick, PharmD



Elijah Saucedo, PharmD



Dr. Arian Abdi



Dr. Lindsey Braden



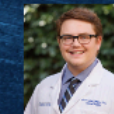
Dr. Timothy Davis



Dr. Jordan Fadar



Dr. Kaelen Kay



Dr. Christopher Krueger

### General Surgery Residents

#KernMedicalMatch



# Virtual Town Hall



**KernMedical**

## Virtual Town Hall

*Hosted by CEO Scott Thygerson*

**Thursday,  
April 3 at 12 PM**

Teams meeting link will be emailed

Send in your  
questions or comments  
ahead of time here:



# Spartan Race



## SPARTAN STADIUM RACE ROUND TWO!

**SATURDAY, APRIL 5TH  
9:30 AM AT DODGER STADIUM**

**COST:**  
MINIMUM \$50 DONATION TO THE KERN MEDICAL FOUNDATION.  
SCAN THE QR CODE OR VISIT  
[KERNMEDICALFOUNDATION.COM](http://KERNMEDICALFOUNDATION.COM)  
(DOES NOT INCLUDE THE MANDATORY REGISTRATION FEE)

WHEN MAKING YOUR DONATION, SELECT THE 'SPARTAN RACE' BOX.  
YOUR RACE CODE WILL BE EMAILED TO YOU WITHIN A FEW DAYS!



# Valley Fever Walk

*Valley Fever Institute presents*

## VALLEY FEVER WALK



*Come fight Valley Fever with us!*

PLENTY OF FUN FOR THE WHOLE FAMILY



**Dunk  
-a-  
Doc**

*Ridiculous  
Relay*



*Cool Cars*

**SAT**  
April 12

**9:00 AM**

**BEACH PARK**

3400 21st St, Bakersfield, CA 93301

Buy tickets at [KernMedicalFoundation.com](http://KernMedicalFoundation.com)



Valley Fever Institute  
*at Kern Medical*



COLLEGE OF NATURAL SCIENCES,  
MATHEMATICS AND ENGINEERING  
CSU BAKERSFIELD



## KernMedical

**Come learn about the different research opportunities at Kern Medical!**

### **Programs in attendance:**

- STAR (Surgery Trauma ACS Research)
- EMRAP (Emergency Medicine Research Assistant Program)
- SIMRAP (Simulation Research Assistant Program)
- VFI (Valley Fever Institute).

**April 23rd, 2025**

Event	Time	Location
Interactive Activities with Surgeons	9am-12pm	Student Union Patio
Info Session	12pm-1:30pm	Stockdale Room

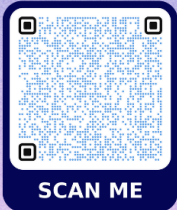
**QUESTIONS?  
CONTACT**

**[amurillo13@csub.edu](mailto:amurillo13@csub.edu)**



RELAY FOR LIFE  
**VOLUNTEERS  
NEEDED**

*Saturday, May 3rd at the Kern County Fairgrounds*





CONGRATULATIONS  
TO OUR RN OF THE YEAR NOMINEES

PRESENTED TO



*Brock Beeney, BSN, RN*  
.....



*Lorie Cantugan, RN*  
.....



*Jenny Wilson, MSN, RN*  
.....



*Marie Ruffin, BSN, RN*  
.....



*Virginia Killian, BSN, RN*  
.....



*Gloria Torres, BSN, RN*  
.....



*Vanessa Jauregui, BSN, RN*  
.....





# Beautiful Bakersfield Awards



Kern Medical is proud to be recognized with three nominations at the Beautiful Bakersfield Awards. We are honored to be finalists in the category of Educational Excellence, and for Dr. Sarah Gonzalez's Addiction Medicine Recovery Programs. Additionally, Dr. Royce Johnson has been nominated for the prestigious Lifetime Achievement Award.

# Emergency Dept. Waiting Room Remodel Complete



# National Recognitions - March

- Multiple Sclerosis Awareness Month
- National Bleeding Disorders Awareness Month
- National Kidney Month
- National Traumatic Brain Injury Awareness Month
- World Kidney Day (March 11)
- Purple Day for epilepsy awareness (March 26)
- National Doctors Day

# National Recognitions - April

- Counseling Awareness Month
- Alcohol Awareness Month
- Donate Life Month
- Stress Awareness Month
- Infertility Awareness Week (April 20-26)
- World Health Day (April 7)
- National DNA Day (April 25)
- Air Quality Awareness Week (April 28-May 4)



# Did You Know - Kern Medical Marketing



**Danielle Colbert**

Director,  
Marketing and Communications



**Sydney Harrison**

Coordinator,  
Marketing and Communications



**Raquel Sanchez**

Coordinator,  
Marketing and Communications

Kern Medical's marketing team plays a vital role in shaping the visibility of our organization. Their work spans a wide range of responsibilities, including internal communications such as screensavers, staff emails, intranet updates, CEO video messages, posters, and signage.

They also manage physician onboarding, which involves coordinating white coats, business cards, website bios, and professional headshots. The team leads the planning and execution of both internal and external events, from staff holiday celebrations and leadership retreats to ribbon-cutting ceremonies, press conferences, and Hospital Week activities.

Their reach extends to social media management, coordinating news interviews, and producing commercials for TV and digital platforms—including social media ads and even movie theater previews. They also manage the production of Kern Medical's podcast 'Health for Life', now preparing to launch its fourth episode.

In addition, the team creates external publications like the annual Community Impact Report, manages the hospital's external website, and supports a wide range of educational and sponsorship events throughout the community. They are also the go-to team for all marketing requests from hospital staff, working to support and elevate every department across Kern Medical.



Kern Medical Surgery Center, LLC  
9300 Stockdale Hwy., Suite 200  
Bakersfield, CA 93311  
661-964-2470

**BOARD OF MANAGERS  
SPECIAL MEETING  
KERN MEDICAL SURGERY CENTER, LLC**

April 16, 2025

**Subject:** Administrative Report for Two-Months Ended February 28, 2025

**Recommended Action:** Receive and File

**Summary:**

**Kern Medical Surgery Center Operations**

**Key Performance Indicators:**

- January resulted in an operating loss of \$81,952; \$31,045 unfavorable to plan
- January volume of 255 surgeries is above the January budget of 229
- February resulted in an operating gain of \$109,875; \$54,474 favorable to plan
- Total surgeries were 226 for February; 19 above the February budget of 207

**The following items have budget variances for the months of January and February 2025:**

**Patient Revenue:**

For January, gross patient revenue was 10% favorable to budget for the month, with the budget at \$1,626,438 and the actual gross patient revenue at \$1,789,403. January net revenue of \$522,666 is \$83,528 greater than the January budgeted net revenue of \$439,138.

For February, gross patient revenue had a 38% favorable budget variance with actual gross of \$2,023,914 compared to the budget of \$1,469,041. February net revenue of \$660,751 is \$264,110 greater than the budget of \$396,641.

On a fiscal year-to-date basis, gross patient revenue of \$14,393,110 is 13% higher than the budget of \$12,749,175.

**Supplies Expense:** January supplies of \$ 181,941 were over the budgeted amount of \$173,650 due to higher case volume. February supplies were \$70,670 over budget due to the need for specialized implants on certain cases.

**Salary and Benefit Expense:**

Salary expenses for January were \$264,449. This was \$106,322 over the budgeted amount of \$158,127 due to the month having three pay periods. February salary expenses were \$174,647, which was \$31,823 over the February budget of \$142,824. Benefit expenses for January were \$33,865, which was \$5,667 below the budget of \$39,532. The benefit expenses for February were \$22,422, which was \$13,284 below the budget of \$35,706.

**Purchased Services:**

January purchased services in the amount of \$93,861 were over budget by \$3,412. February purchased services of \$95,791 were over budget by \$7,410 due to necessary equipment repair costs.

**Initiatives for Marketing and Growth:**

The Director of Nursing and Business Manager have been in contact with the Kern Medical Marketing team to request a presence at all future community events. We will continue to educate the community on the services offered at the surgery center.





**BOARD OF MANAGERS  
REGULAR MEETING  
KERN MEDICAL SURGERY CENTER, LLC**

April 16, 2025

**Subject:** Proposed credentialing recommendations

**Recommended Action:** Approve

**Summary:**

It is recommended that your Board approve the attached credentialing recommendations for Kern Medical Surgery Center, LLC.

**CREDENTIALING RECOMMENDATIONS TO BOARD OF MANAGERS  
APRIL 16, 2025**

**Initial Appointments:** The following practitioner(s) are recommended for initial appointment and clinical privileges as delineated by the respective department chair:

*Leo Rostamian, Podiatric Medical Resident, Podiatry*

**APP Initial Appointments:**

*Laura Sabo, CRNA*

**Reappointments:** The following practitioner(s) are recommended for reappointment and clinical privileges as delineated by the respective department chair:

*Michael B. Freeman, MD, Plastic Surgery*

**APP Reappointments:**

*None*

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

(Government Code Section 54957.7)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on April 16, 2025, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on April 16, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

  X   CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION  
(Government Code Section 54956.9(d)(1)) Name of case: Jeffry Huffman, an individual, Plaintiff, v. Kern County Hospital Authority, a California Public Entity; and DOES 1-25, inclusive, Defendants, Kern County Superior Court Case No. BCV-23-103540 –

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on April 16, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

  X   CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION  
(Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB –

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on April 16, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

  X   CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION  
(Government Code Section 54956.9(d)(1)) Name of case: Melissa Perry,  
individually and as successor-in-interest of Decedent Kimberly Morrissey-Scalia,  
Plaintiff, et al., v. County of Kern, a municipal corporation, Kern County Hospital  
Authority, et al., United States District Court, Eastern District of California, Case  
No. 1:17-cv-01097-KES-CDB –

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on April 16, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

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



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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on April 16, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

- X   CONFERENCE WITH LEGAL COUNSEL – FORMALLY INITIATED LITIGATION  
(Government Code Section 54956.9(d)(1)) Name of case: Novarad Corporation, a Utah corporation, Plaintiff, v. Kern County Hospital Authority, Defendant, United States District Court, Eastern District of California Case No. 1:25-cv-00332-KES-CDB –

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

(Government Code Section 54957.7)

The Board of Governors will hold a closed session on March 16, 2025, to consider:

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