



## **AGENDA**

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

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

Regular Meeting  
Wednesday, May 21, 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)) –

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for the Kern County Hospital Authority Board of Governors special meeting on April 16, 2025 –  
APPROVE

CA

- 4) Proposed Second Amendment to Second Amended and Restated Credit Agreement with PNC Bank, National Association (PNC Bank) for a revolving Line of Credit, extending the maturity date of the Line of Credit to a date not later than May 27, 2026 and amendments to the rate at which interest on loans incurred pursuant to the Line of Credit is calculated, provided that the Line of Credit shall otherwise be substantially on the same terms set out in the Second Amended and Restated Credit Agreement and that any indebtedness incurred thereunder at any time shall be secured only by personal property, substantially the same as the personal property described in the previously executed General Security and Pledge Agreement, in favor of PNC Bank, and delegating authority to certain officers –  
APPROVE; ADOPT RESOLUTION; AUTHORIZE AND DIRECT ANY TWO OF THE FOLLOWING OFFICERS (EACH, AN “AUTHORIZED OFFICER”), FOR AND IN THE NAME OF AND ON BEHALF OF THE AUTHORITY, TO EXECUTE THE SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT, AS THE AUTHORIZED OFFICERS EXECUTING THE SAME, TOGETHER WITH THE VICE PRESIDENT & GENERAL COUNSEL OF THE AUTHORITY, SHALL APPROVE: CHAIRMAN OF THIS BOARD, VICE-CHAIRMAN OF THIS BOARD, CHIEF EXECUTIVE OFFICER OF THE AUTHORITY OR CHIEF FINANCIAL OFFICER OF THE AUTHORITY

CA

- 5) Proposed Amendment No. 4 to Agreement 17018 with NLeader Group, LLC, an independent contractor, for consulting services related to the Medi-Cal Administrative Activities Program for the period July 1, 2018 through June 30, 2025, extending the term for two years from July 1, 2025 through June 30, 2027, and increasing the maximum payable by \$45,000, from \$175,000 to \$220,000, to cover the extended term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 6) Proposed Amendment One to Agreement 063-2022 with Healthfuse LLC, an independent contractor, for revenue cycle performance management services for the period June 1, 2022 through May 31, 2025, extending the term for three years from June 1, 2025 through May 31, 2028, and increasing the maximum payable by \$2,244,000, from \$1,723,404 to \$3,967,404, to cover the extended term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed Agreement with Cardinal Health, an independent contractor, containing nonstandard terms and conditions, for purchase of OMNI feeding pumps in an amount not to exceed \$31,000, plus applicable tax and shipping –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Supplies Purchase Agreement with Flower Orthopedics Corporation, doing business as Conventus Flower Orthopedics, an independent contractor, containing nonstandard terms and conditions, for purchase of Operating Room supplies from May 21, 2025 through May 20, 2028, in an amount not to exceed \$200,000, plus applicable tax and shipping –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed Services Renewal Order with Oracle America, Inc., an independent contractor, for renewal of the electronic health record Single Sign On software from September 1, 2025 through August 31, 2026, in an amount not to exceed \$15,813 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed Ordering Document CPQ-3911231 with Oracle America, Inc., an independent contractor, for purchase of a vital sign monitoring machine, in an amount not to exceed \$3,948, plus applicable tax and shipping –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 11) Proposed Amendment No. 5 to Agreement 07816 with Paul Dhanens Architect, Inc., an independent contractor, for architectural design services for the period July 1, 2016 through June 30, 2025, extending the term for three years from July 1, 2025 through June 30, 2028, and increasing the maximum payable by \$250,000, from \$950,000 to \$1,200,000, to cover the extended term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 12) Proposed Agreement with Hillrom, Inc., a subsidiary of Baxter Health Corporation, an independent contractor, for purchase of the Voalte Nurse Call System, in an amount not to exceed \$1,379,650, plus applicable tax and shipping –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 13) Proposed Amendment No. 1 to Agreement 39922 with Parts Town, LLC, an independent contractor, for plumbing parts and supplies for the period June 29, 2022 through June 28, 2025, extending the term for three years from June 29, 2025 through June 28, 2028, and increasing the maximum payable by \$50,000, from \$50,000 to \$100,000, to cover the extended term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 14) Proposed approval of Amended and Restated Bylaws of Kern County Hospital Authority Community Health Center Board of Directors –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 15) Proposed Amendment No. 6 to Agreement 20117 with LocumTenens.com, an independent contractor, for temporary physician staffing services for the period May 22, 2017 through May 21, 2025, extending the term for two years from May 22, 2025 through May 21, 2027, and increasing the maximum payable by \$3,000,000, from \$4,500,000 to \$7,500,000, to cover the extended term –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 16) Proposed Amendment No. 1 to Agreement 051-2023 with Arturo Gomez, M.D., a contract employee, for professional medical and administrative services in the Department of Surgery for the period April 22, 2023 through April 21, 2026, extending the term by three years from April 22, 2026 through April 21, 2029, modifying the compensation methodology, and increasing the maximum payable by \$5,000,000, from \$4,500,000 to \$9,500,000, to cover the extended term, effective May 31, 2025 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 17) Proposed Amendment No. 1 to Agreement 066-2022 with Michael J. Eagan, M.D., a contract employee, for professional medical services in the Department of Surgery for the period June 24, 2022 through June 23, 2025, extending the term by three years from June 24, 2025 through June 23, 2028, modifying the compensation methodology, and increasing the maximum payable by \$5,400,000, from \$3,300,000 to \$8,700,000, to cover the extended term, effective May 31, 2025 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 18) Proposed Amendment No. 3 to Agreement 034-2022 with Antony Minasaghanian, M.D., a contract employee, for professional medical services in the Department of Radiology for the period June 8, 2022 through June 7, 2027, increasing the maximum payable by \$65,000, from \$4,250,000 to \$4,315,000, to cover the term, effective June 1, 2025 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 19) Proposed Amendment No. 1 to Agreement 454-2022 with the County of Kern, as represented by Kern County Public Health Services Department, for multiple specialized services from July 1, 2022 through June 30, 2025, extending the term by three years from July 1, 2025 through June 30, 2028 –  
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

- 20) Public hearing pursuant to Government Code Section 3502.3 regarding Kern County Hospital Authority vacancies, recruitment and retention efforts (Assembly Bill 2561) –  
OPEN HEARING; RECEIVE PUBLIC COMMENT; CLOSE HEARING; RECEIVE AND FILE
- 21) Kern County Hospital Authority Chief Financial Officer report –  
RECEIVE AND FILE
- 22) Proposed Kern County Hospital Authority operating and capital budgets for Fiscal Year 2025-2026 –  
APPROVE; REFER TO KERN COUNTY BOARD OF SUPERVISORS FOR APPROVAL



- 23) Proposed Kern County Hospital Authority Community Health Center operating budget for Fiscal Year 2025-2026 –  
APPROVE; REFER TO KERN COUNTY HOSPITAL AUTHORITY COMMUNITY HEALTH CENTER BOARD OF DIRECTORS FOR APPROVAL
- 24) Kern County Hospital Authority Chief Executive Officer report –  
RECEIVE AND FILE
- CA
- 25) Monthly report on What's Happening at Kern Medical Center –  
RECEIVE AND FILE
- CA
- 26) Claims and Lawsuits Filed as of April 30, 2025 –  
RECEIVE AND FILE

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: 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 –
- 29) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Service Employees International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/ Respondents, Kern County Superior Court Case No. BCV-22-101782 GP –
- 30) 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) –
- 31) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) –
- 32) 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 –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, JUNE 18, 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

26) CLAIMS AND LAWSUITS FILED AS OF APRIL 30, 2025 –  
RECEIVE AND FILE

- A) Summons and Complaint in the matter of Estate of Stephen Ingle, by and through successors in interest, C.R.I., by and through Guardian Ad Litem, Elizabeth Leal; C.R.I., individually, by and through Guardian Ad Litem, Elizabeth Leal, Plaintiffs, v. Kern County Hospital Authority, a public entity; and DOES 1 through 10, individually, jointly and severally, Defendants, USDC, Eastern District of California Case No. 1:25-CV-00377-JLT-CDB
- B) Summons and Complaint in the matter of Dianna Scott, an Individual; Keaton Edward Monroe, an Individual, Plaintiffs, v. Kern County Hospital Authority, a public entity; and DOES 1 through 50, individually, jointly and severally, Defendants, USDC, Eastern District of California Case No. 1:25-CV-00378-KES-CDB
- C) Claim in the matter Yulibeth Adriana Zarate
- D) Claim in the matter of Gloria Yvette Viramontes
- E) Claim in the matter Juana Alarcon
- F) Claim in the matter of Samantha Elizabeth Flores



**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, April 16, 2025

11:30 A.M.

**BOARD RECONVENED**

Board Members: Anderson, Berjis, McLaughlin, Merz, Pelz, Pollard, Stout  
Roll Call: 5 Present; 2 Absent - Berjis, Pollard

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

**PUBLIC PRESENTATIONS**

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

**BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

RECOGNITION

- 3) 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 –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON MADE PRESENTATION; CHIEF NURSING OFFICER TONYA BARRAZA HEARD

ITEMS FOR CONSIDERATION

CA

- 4) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on March 19, 2025 –  
APPROVED  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
REFERRED TO KERN COUNTY BOARD OF SUPERVISORS TO MAKE APPOINTMENTS  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 032-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 033-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 034-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 035-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 036-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 037-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

CA

- 12) Proposed Resolution in the matter of institutional support for and commitment to the Kern Medical Center trauma program –  
APPROVED; ADOPTED RESOLUTION 2025-013  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 038-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 039-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

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 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 040-2025  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**



CA

- 16) Report on upcoming anticipated retroactive agreements –  
RECEIVED AND FILED  
**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**
- 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 –  
CHIEF OPERATING OFFICER TYLER WHITEZELL HEARD REGARDING RETROACTIVITY OF ITEM 17; APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 18925  
**Merz-Anderson: 5 Present; 2 Absent - Berjis, Pollard**
- 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 –  
CHIEF OPERATING OFFICER TYLER WHITEZELL HEARD REGARDING RETROACTIVITY OF ITEM 18; APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 14325  
**Anderson-Pelz: 5 Present; 2 Absent - Berjis, Pollard**
- 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 –  
NATALEE GARRETT, VICE PRESIDENT, STRATEGIC PLANNING, HEARD REGARDING RETROACTIVITY OF ITEM 19; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 041-2025  
**Stout-Merz: 5 Present; 2 Absent - Berjis, Pollard**
- 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 –  
NATALEE GARRETT, VICE PRESIDENT, STRATEGIC PLANNING, HEARD REGARDING RETROACTIVITY OF ITEM 20; DIRECTOR PELZ HEARD REGARDING STATUS OF PAYMENT FROM ADVENTIST HEALTH; MS. GARRETT RESPONDED; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 042-2025  
**Anderson-Merz: 5 Present; 2 Absent - Berjis, Pollard**
- 21) Kern County Hospital Authority Chief Financial Officer report –  
CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; RECEIVED AND FILED  
**Anderson-Pelz: 5 Present; 2 Absent - Berjis, Pollard**
- 22) Kern County Hospital Authority Chief Executive Officer report –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; DIRECTOR ANDERSON INQUIRED ABOUT COORDINATION WITH ASSEMBLYMEMBER JASMEET BAINS REGARDING HER EFFORTS TO ESTABLISH A MEDICAL SCHOOL IN KERN COUNTY; MR. THYGERSON RESPONDED; RECEIVED AND FILED

**Merz-Anderson: 5 Present; 2 Absent - Berjis, Pollard**

CA

- 23) Monthly report on What's Happening at Kern Medical Center –  
RECEIVED AND FILED

**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

CA

- 24) Claims and Lawsuits Filed as of March 31, 2025 –  
RECEIVED AND FILED

**Pelz-Merz: 5 Present; 2 Absent - Berjis, Pollard**

ADJOURNED AS KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS;  
RECONVENED AS KERN MEDICAL SURGERY CENTER, LLC BOARD OF MANAGERS

**Pelz-Anderson**

- C-25) Kern Medical Surgery Center, LLC, Administrative Report –  
RECEIVED AND FILED

**Anderson-Pelz: 5 Present; 2 Absent - Berjis, Pollard**

- C-26) Proposed credentialing recommendations –  
APPROVED

**Anderson-Pelz: 5 Present; 2 Absent - Berjis, Pollard**

ADJOURNED AS KERN MEDICAL SURGERY CENTER, LLC BOARD OF MANAGERS;  
RECONVENED AS KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

**Merz-Stout**

ADJOURNED TO CLOSED SESSION

**Pelz-Anderson**

CLOSED SESSION

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

- 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 – SEE RESULTS BELOW
- 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 – SEE RESULTS BELOW
- 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) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION  
**Stout-Anderson**

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item 27 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 ANDERSON; 2 ABSENT - BERJIS, POLLARD), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, RELEASE OF PROCTORING, REQUEST FOR CHANGE IN STAFF STATUS, AND VOLUNTARY RESIGNATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item 28 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-GP – HEARD; NO REPORTABLE ACTION TAKEN

Item 29 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 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

Item 31 concerning 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 – HEARD; NO REPORTABLE ACTION TAKEN

Item 32 concerning 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 – HEARD; NO REPORTABLE ACTION TAKEN

Item 33 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

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

**Merz**

/s/ Mona A. Allen  
Authority Board Coordinator

/s/ Philip McLaughlin  
Chairman, Board of Governors  
Kern County Hospital Authority



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

May 21, 2025

**Subject:** Proposed Second Amendment to Second Amended and Restated Credit Agreement with PNC Bank, National Association (PNC Bank) for a revolving Line of Credit, extending the maturity date of the Line of Credit to a date not later than May 27, 2026 and amendments to the rate at which interest on loans incurred pursuant to the Line of Credit is calculated, provided that the Line of Credit shall otherwise be substantially on the same terms set out in the Second Amended and Restated Credit Agreement and that any indebtedness incurred thereunder at any time shall be secured only by personal property, substantially the same as the personal property described in the previously executed General Security and Pledge Agreement, in favor of PNC Bank, and delegating authority to certain officers

**Recommended Action:** Approve; Adopt Resolution; Authorize and direct any two of the following officers (each, an "Authorized Officer"), for and in the name of and on behalf of the Authority, to execute the Second Amendment to Second Amended and Restated Credit Agreement, as the Authorized Officers executing the same, together with the Vice President & General Counsel of the Authority, shall approve: Chairman of this Board, Vice-Chairman of this Board, Chief Executive Officer of the Authority or Chief Financial Officer of the Authority; Authorize and direct any two Authorized Officers, for and in the name of and on behalf of the Authority, to execute, acknowledge, deliver, record and file such agreements, documents, instruments and certificates, and revisions and corrections thereof and amendments thereto, in each case in a form approved by the Vice President & General Counsel of the Authority, and to perform such other acts and deeds as may, in any such Authorized Officer's discretion and with the approval of the Vice President & General Counsel of the Authority, be deemed necessary or otherwise proper, to effect the purposes of this Resolution and the actions herein authorized

**Summary:**

Pursuant to the authority granted in Resolution No. 2019-004 adopted by your Board on February 20, 2019, and Resolution No. 2019-040, adopted by the Kern County Board of Supervisors on February 26, 2019, the Authority entered into a Credit Agreement with PNC Bank, effective March 1, 2019, to establish a revolving line of credit for the purpose of obtaining funding from time to time for the Authority's working capital and other financial needs.

On February 21, 2024, your Board adopted Resolution No. 2024-004, which, among other things, approved the extension of the maturity date of the Line of Credit to February 28, 2025 and the terms and provisions of the Second Amended and Restated Credit Agreement, including the increase of the maximum available principal amount of credit under the Line of Credit to \$30,000,000.

On February 18, 2025, your Board adopted Resolution No. 2025-004, which, among other things, approved the extension of the maturity date of the Line of Credit to May 29, 2025 and the terms and provisions of the First Amendment to Second Amended and Restated Credit Agreement. This short-term extension was done at the request of PNC Bank, to allow time for the receipt and review of the Authority's audited financials prior to engaging in negotiations for an amendment to the existing credit agreement.

Amending the Second Amended and Restated Credit Agreement by executing the Second Amendment to Second Amended and Restated Credit Agreement to extend the maturity date of the Line of Credit to May 27, 2026 and amending the rate at which interest on loans incurred pursuant to the Line of Credit is calculated (decreasing the overall interest rate by .15%) is advisable and in the best interests of the Authority.

To do so requires that your Board authorize and approve the Second Amendment to Second Amended and Restated Credit Agreement with PNC Bank, extending the maturity date of the Line of Credit to a date not later than May 27, 2026 and amendments to the rate at which interest on loans incurred pursuant to the Line of Credit is calculated, provided that the Line of Credit shall otherwise be substantially on the same terms set out in the Second Amended and Restated Credit Agreement and that any indebtedness incurred thereunder at any time shall be secured only by personal property, substantially the same as the personal property described in the General Security and Pledge Agreement previously executed by the Authority, in favor of PNC Bank.

Therefore, it is recommended that your Board approve the above-referenced recommended action.



**SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

This SECOND AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this “*Amendment*”) dated May 29, 2025 (the “*Amendment Effective Date*”), is between Kern County Hospital Authority (the “*Authority*”) and PNC Bank, National Association (in such capacity, together with its successors and assigns, the “*Bank*”). All terms used herein and not defined herein shall have the meanings assigned to such terms in the hereinafter defined Agreement.

**W I T N E S S E T H**

WHEREAS, the Authority and the Bank have previously entered into the Second Amended and Restated Credit Agreement dated as of February 29, 2024 (as amended, restated, supplemented or otherwise modified to date, the “*Agreement*”), pursuant to which the Bank agreed to make one or more Loans to the Authority subject to the terms and conditions set forth in the Agreement;

WHEREAS, pursuant to Section 9.3 of the Agreement, the Agreement may be amended by a written amendment thereto, signed by the Authority and the Bank;

WHEREAS, the parties hereto wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS TO CREDIT AGREEMENT.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The definitions of the defined terms “*Adjusted Daily Simple SOFR*” and “*Scheduled Maturity Date*” set forth in Section 1.1 of the Agreement are hereby amended and restated in their entireties as follows:

“*Adjusted Daily Simple SOFR*” means, for each day, an interest rate per annum equal to the sum of (i) Daily Simple SOFR as from time to time in effect *plus* (ii) the SOFR Adjustment *plus* (iii) one hundred forty-five basis points (1.45%).

“*Scheduled Maturity Date*” means May 27, 2026, as such date may be extended in accordance with Section 3.11 hereof.

2. CONDITIONS PRECEDENT.

This Amendment shall be deemed effective on the Amendment Effective Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent (such satisfaction to be evidenced by the Bank's execution and delivery of this Amendment):

2.01. Delivery by the Authority of an executed counterpart of this Amendment.

2.02. Delivery to the Bank of an opinion of counsel to the Authority, addressed to the Bank and in form and substance satisfactory to the Bank and its counsel.

2.03. Receipt by the Bank of (i) a certified copy of the authorizing resolution of the Authority approving the execution and delivery and performance of its obligations under the Agreement, as amended hereby, and the Bank Note, and (ii) a customary certificate executed by appropriate officers of the Authority including the incumbency and signature of the officer of the Authority executing this Amendment.

2.04. Payment to the Bank on the Amendment Effective Date of the reasonable legal fees and expenses of counsel to the Bank.

2.05. All other legal matters pertaining to the execution and delivery of this Amendment shall be satisfactory to the Bank and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY.

3.01. The Authority hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the Authority contained in Section 5 of the Agreement and in each of the Loan Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date and except that the representations contained in Section 5.7 of the Agreement shall be deemed to refer to the most recent financial statements of the Authority delivered to the Bank pursuant to Section 7.5(a) of the Agreement); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

3.02. In addition to the representations given in Section 5 of the Agreement, the Authority hereby represents and warrants as follows:

(a) The execution, delivery and performance by the Authority of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Authority.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Authority of this Amendment or the Agreement, as amended hereby.

(c) This Amendment and the Agreement, as amended hereby, constitute valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against the Authority, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

#### 4. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement or the Bank shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Agreement. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof,

“electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Effective Date.

*“AUTHORITY”*

KERN COUNTY HOSPITAL AUTHORITY

By: \_\_\_\_\_  
Name: Scott Thygerson  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Andrew J. Cantu  
Title: Chief Financial Officer

REVIEWED AS TO FORM:

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

*“BANK”*

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: Amira Nagati

Title: Senior Vice President



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

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In the matter of:

Resolution No. 2025-014

**APPROVING THE SECOND AMENDMENT TO  
SECOND AMENDED AND RESTATED CREDIT  
AGREEMENT, BETWEEN THE AUTHORITY AND  
PNC BANK, NATIONAL ASSOCIATION, AND  
DELEGATING AUTHORITY TO CERTAIN  
OFFICERS**

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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 21st day of May, 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

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Mona A. Allen

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**RESOLUTION**

Section 1. WHEREAS:

(a) On February 20, 2019, the Board of Governors adopted Resolution No. 2019-004, which, among other things, authorized and approved the Kern County Hospital Authority (the "Authority") to incur debt pursuant to a revolving line of credit to be provided by PNC Bank, National Association ("PNC Bank"), and authorized certain

officers of the Authority to execute, acknowledge, deliver, record and file such agreements, documents, instruments and certificates necessary to effect the purposes of Resolution No. 2019-004;

(b) On February 26, 2019, the County of Kern, by action of its Board of Supervisors, adopted Resolution No. 2019-040, which approved the Authority's incurrence of debt under a revolving line of credit to be provided by PNC Bank;

(c) On March 1, 2019, the Authority entered into a Credit Agreement, with PNC Bank, that provided for a maximum available principal amount of credit not in excess of \$50,000,000 for a 120-day period and not in excess of \$20,000,000 at any other time (the "Line of Credit") and executed and delivered to PNC Bank a General Security and Pledge Agreement that provided for all indebtedness under the Credit Agreement to be secured by certain personal property of the Authority;

(d) The Credit Agreement provided that the Line of Credit would initially mature on March 1, 2021;

(e) On January 20, 2021, the Board of Governors adopted Resolution No. 2021-003, which, among other things, approved the extension of the maturity date of the Line of Credit to March 1, 2022 and the terms and provisions of the Second Amendment to Credit Agreement;

(f) On February 16, 2022, the Board of Governors adopted Resolution No. 2022-004, which, among other things, approved the extension of the maturity date of the Line of Credit to March 1, 2023 and the terms and provisions of the Third Amendment to Credit Agreement;

(g) On February 22, 2023, the Board of Governors adopted Resolution No. 2023-002, which, among other things, approved the extension of the maturity date of the Line of Credit to March 1, 2024 and the terms and provisions of the Amended and Restated Credit Agreement, which restated the Credit Agreement to reflect, among other things, amendments included pursuant to the Second Amendment to Credit Agreement and the Third Amendment to Credit Agreement;

(h) On February 6, 2024, the County of Kern, by action of its Board of Supervisors, adopted Resolution No. 2024-032, which approved the Authority's incurrence of up to \$40,000,000 of debt pursuant to the Line of Credit;

(i) On February 21, 2024, the Board of Governors adopted Resolution No. 2024-004, which, among other things, approved the extension of the maturity date of the Line of Credit to February 28, 2025 and the terms and provisions of the Second Amended and Restated Credit Agreement, including the increase of the maximum available principal amount of credit under the Line of Credit to \$30,000,000;

(j) On February 18, 2025, the Board of Governors adopted Resolution No. 2025-004, which, among other things, approved the extension of the maturity date of the Line of Credit to May 29, 2025 and the terms and provisions of the First Amendment to Second Amended and Restated Credit Agreement;

(k) Management of the Authority has advised this Board that further amending the Second Amended and Restated Credit Agreement by executing the Second Amendment to Second Amended and Restated Credit Agreement to extend the maturity date of the Line of Credit to May 27, 2026 and to amend the rate at which interest on loans incurred pursuant to the Line of Credit is calculated is advisable and in the best interests of the Authority.

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

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

2. This Board hereby authorizes and approves the extension of the maturity date of the Line of Credit to a date not later than May 27, 2026 and amendments to the rate at which interest on loans incurred pursuant to the Line of Credit is calculated, provided that the Line of Credit shall otherwise be substantially on the same terms set out in the Second Amended and Restated Credit Agreement and that any indebtedness incurred thereunder at any time shall be secured only by personal property, substantially the same as the personal property described in the General Security and Pledge Agreement previously executed by the Authority, in favor of PNC Bank.

3. This Board hereby authorizes and directs any two of the following officers (each, an “Authorized Officer”), for and in the name of and on behalf of the Authority, to execute the Second Amendment to Second Amended and Restated Credit Agreement, as the Authorized Officers executing the same, together with the Vice President & General Counsel of the Authority, shall approve: Chairman of this Board, Vice-Chairman of this Board, Chief Executive Officer of the Authority, or Chief Financial Officer of the Authority. The execution by any two Authorized Officers shall evidence the approval hereby required.

4. This Board hereby authorizes and directs any two Authorized Officers, for and in the name of and on behalf of the Authority, to execute, acknowledge, deliver, record and file such agreements, documents, instruments and certificates, and revisions and corrections thereof and amendments thereto, in each case in a form approved by the Vice President & General Counsel of the Authority, and to perform such other acts and deeds as may, in any such Authorized Officer’s discretion and with the approval of the Vice President & General Counsel of the Authority, be deemed necessary or otherwise proper, to effect the purposes of this Resolution and the actions herein authorized.

5. All actions heretofore taken by any Authorized Officer, which are in conformity with the purposes and intent of this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved in all respects.

6. The authority conferred upon each Authorized Officer by this Resolution shall remain in full force and effect until written notice of revocation by further resolutions of this Board shall have been delivered to the other parties to such agreements.

7. The provisions of this Resolution are hereby declared to be severable, and, if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

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

Kern Medical Center  
Legal Services Department  
PNC Bank, National Association

## **CERTIFICATE OF KERN COUNTY HOSPITAL AUTHORITY**

The undersigned appointed and qualified officers of the Kern County Hospital Authority, a local unit of government organized under the laws of the State of California (the "Authority"), hereby certify that the attached copies of the:

- A. General Security and Pledge Agreement between the Authority and PNC Bank, National Association (the "Bank"), dated as of March 1, 2019 (the "Security Agreement")
- B. Deposit Account Control Agreement between PNC Bank National Association as Creditor, the Authority and the Bank, dated as of March 1, 2019 (the "Deposit Account Control Agreement")
- C. Agreement for Health Care Services, Finance and Support between the County of Kern and the Authority, dated as of July 1, 2016 and as amended by Amendment No.1, dated as of March 19, 2019 and by Amendment No. 2, dated as of August 10, 2021 (collectively, the "Support Agreement" and, together with the Security Agreement and the Deposit Account Control Agreement, the "Agreements")

have been compared with the original Agreements on file in the records of the Authority; and that the copies attached hereto are true and correct copies of said originals, and the same is in full force and effect, and has not been amended, modified or terminated.

*[Remainder of Page Intentionally Left Blank]*

Dated: May 29, 2025

**KERN COUNTY HOSPITAL AUTHORITY**

By: \_\_\_\_\_

Scott Thygerson  
Chief Executive Officer

By: \_\_\_\_\_

Andrew Cantu  
Chief Financial Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Karen S. Barnes  
Vice President & General Counsel,  
Kern County Hospital Authority



**CERTIFICATE REGARDING RESOLUTION NO. 2025-014  
OF THE BOARD OF GOVERNORS OF  
KERN COUNTY HOSPITAL AUTHORITY**

The undersigned appointed and qualified officers of the Kern County Hospital Authority, a local unit of government organized under the laws of the State of California (the “Authority”), hereby certify that attached hereto is a full, true, correct and complete copy of Resolution No. 2025-014 (the “Resolution”), duly adopted by the Board of Governors of the Authority on May 21, 2025 and to the best of their knowledge, the Resolution has not been amended, modified or rescinded since the date of said adoption, and is now in full force and effect as of the date hereof.

*[Remainder of Page Intentionally Left Blank]*

Dated: May 29, 2025

**KERN COUNTY HOSPITAL AUTHORITY**

By: \_\_\_\_\_

Scott Thygerson  
Chief Executive Officer

By: \_\_\_\_\_

Andrew Cantu  
Chief Financial Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Karen S. Barnes  
Vice President & General Counsel,  
Kern County Hospital Authority

**KERN COUNTY HOSPITAL AUTHORITY  
INCUMBENCY AND CLOSING CERTIFICATE**

The undersigned hereby state and certify that the following persons are now duly elected or, as applicable, appointed and qualified officers of the Kern County Hospital Authority, a local unit of government organized under the laws of the State of California (the “Authority”), holding the offices indicated next to their respective names below, and the signatures appearing opposite their respective names below are the true and genuine signatures of such officers, and, subject to the terms of Resolution No. 2025-014 of the Board of Governors of the Authority (the “Resolution”), adopted on May 21, 2025 (which terms require, *inter alia*, that the execution by any two Authorized Officers of the Second Amendment to Second Amended and Restated Credit Agreement dated May 29, 2025 (the “Second Amendment”), between the Authority and PNC Bank, National Association (the “Bank”), and of such other agreements, documents, instruments and certificates, and revisions and corrections thereof and amendments thereto, in each case in a form approved by the Vice President & General Counsel of the Authority, shall evidence the Authority’s approval thereof), each of such officers is duly authorized to execute and deliver on behalf of the Authority, the Second Amendment, and any certificate or other document to be delivered by the Authority pursuant to or in connection with the Second Amendment:

*[Remainder of Page Intentionally Left Blank]*

<b>Name</b>	<b>Office</b>	<b>Signature</b>
Philip McLaughlin	Chairman of the Board of Governors	_____
Scott Thygerson	Chief Executive Officer of the Authority	_____
Andrew Cantu	Chief Financial Officer of the Authority	_____

All capitalized terms used and not otherwise defined in this Certificate shall have the meaning ascribed to them in the Resolution.

*[Remainder of Page Intentionally Left Blank]*

Dated: May 29, 2025

**KERN COUNTY HOSPITAL AUTHORITY**

By: \_\_\_\_\_

Scott Thygerson  
Chief Executive Officer

By: \_\_\_\_\_

Andrew Cantu  
Chief Financial Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Karen S. Barnes  
Vice President & General Counsel,  
Kern County Hospital Authority

IN WITNESS WHEREOF, each has executed this Officers' Certificate as of the date first written above.

KERN COUNTY HOSPITAL AUTHORITY

By: \_\_\_\_\_

Name: Scott Thygerson

Title: Chief Executive Officer

KERN COUNTY HOSPITAL AUTHORITY

By: \_\_\_\_\_

Name: Andrew Cantu

Title: Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Karen S. Barnes

Title: Vice President & General Counsel,  
Kern County Hospital Authority



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

May 21, 2025

**Subject:** Proposed Amendment No. 4 to the Professional Services Agreement 17018 with NLeader Group, LLC

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

**Summary:**

Kern Medical requests your Board approve the proposed Amendment No. 4 to the Personal/Professional Services Agreement between NLeader Group LLC and the Kern County Hospital Authority to extend the current Agreement and add funds to support the extended term.

NLeader Group, LLC provides professional technical consulting services for the Medi-Cal Administrative Activities Program (MAA) including claims and coordination with the local government agency (LGA). With this Amendment No. 4, NLeader Group shall continue to review MAA invoices for federal reimbursement on behalf of Kern Medical.

Agreements	Term	Maximum Payable	Variance
Personal/Professional Services Agt.#17018	07/01/18 - 06/30/20	\$25,000	
Amd. 1 #47420	07/01/20 – 06/30/21	\$35,000	\$10,000
Amd. 2 #25421	07/01/21 – 06/30/23	\$105,000	\$70,000
Amd. 3 #045-2023	07/01/23 – 06/30/25	\$175,000	\$70,000
Proposed Amd. 4	07/01/25 – 06/30/27	\$220,000	\$45,000

Therefore, it is recommended that your Board approve the proposed Amendment No. 4 to the Personal/Professional Services Agreement with NLeader Group, LLC to ensure continuity of business services, by extending the term by two (2) years for the period of July 1, 2025 through June 30, 2027, increasing the maximum payable by \$45,000 from \$175,000 to \$220,000, and authorize the Chairman to sign.

**AMENDMENT NO. 4  
TO  
PERSONAL/PROFESSIONAL SERVICES AGREEMENT  
(Kern County Hospital Authority – NLeader Group, LLC)**

THIS AMENDMENT TO AGREEMENT, effective May 21, 2025, is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("KMC"), and NLeader Group, LLC ("Consultant") with its principal place of business located at 443 F St., Oxnard, CA 93030.

WITNESSETH:

WHEREAS, KCHA and Consultant entered into a Personal/Professional Services Agreement dated June 26, 2018 (Agt. #17018), Amendment No. 1 effective July 1, 2020 (Agt. #47420), Amendment No. 2 effective July 1, 2021 (Agt. #25421), and Amendment No. 3 effective March 15, 2023 (Agt. #045-2023) ("Agreement"), for the period July 1, 2018 through June 30, 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):

<u>  X  </u>	<b>Term.</b> The Agreement shall be extended from July 1, 2025 to June 30, 2027, unless sooner terminated as provided for in the Agreement.
<u>  X  </u>	<b>Fees</b> payable by KCHA under the Agreement shall increase by <u>\$45,000</u> , from <u>\$175,000</u> to <u>\$220,000</u> .
<u>      </u>	<b>Travel Expenses</b> payable by KCHA under the Agreement shall increase from by \$, from \$ to \$.
<u>      </u>	<b>Services.</b> See attached hereto and incorporated herein by this reference, for revised Services.
<u>      </u>	<b><u>Other</u></b>

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

IN WITNESS WHEREOF, this Amendment No. 4 to the Agreement has been executed as of the date indicated above.

**KERN COUNTY HOSPITAL AUTHORITY**

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

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

By \_\_\_\_\_  
Andrew Cantu, Chief Financial Officer


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

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

**NLEADER GROUP, LLC**

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

By  \_\_\_\_\_  
Nancy Leidelmeijer  
Owner/Executive Director  
"Consultant"

By  \_\_\_\_\_  
Hospital Counsel & Acting Compliance Officer  
Kern County Hospital Authority

Date: 4/21/2025

Date: 5/7/25





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

May 21, 2025

**Subject:** Proposed Amendment One to the Services Agreement 063-2022 with Healthfuse LLC

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

**Summary:**

Kern Medical requests your Board approve the proposed Amendment One to the Service Agreement with Healthfuse LLC, a revenue cycle vendor performance management company. Healthfuse LLC has been assisting Kern Medical in optimizing revenue cycle vendor performance, resulting in increased collections, reporting and analytics, contract negotiations, and vendor invoice reconciliation services. The initial projected total net return of this Service Agreement was \$3.7M and the actual is currently \$4.1M, which is why we would like to extend the term with Healthfuse LLC for these services.

Breakdown of return on investment for entering into this Service Agreement:

- Over \$1.4M in contract rate savings and growing
  - Health Advocates \$1.2M and \$40,000 per month
  - Inovalon \$200k, and \$15,600 per month going forward
- Over \$1.6M Collections Improvement
  - Vendor Self-Pay collections in FY 24/25 pacing for \$1.97M; up from \$1.18M in FY 21/22, 67% increase
  - Actively improving, up 25% from last fiscal year
- 18 Inventory Recons completed, and 153 invoices audited to-date
  - Identified significant workflow gaps with EOSP and bad debt, missing inventory, delayed effort, etc.
- 20+ projects completed or ongoing
  - Vendor sourcing/benchmarking, industry, and process best practice

The proposed Amendment One is for a three (3) year term extension, from June 1, 2025 through May 31, 2028, with an estimated annual cost of \$748,000.00 or \$2,244,000 for the term extension.

Therefore, it is recommended that your Board approve Amendment One to the Services Agreement with Healthfuse LLC for revenue cycle vendor performance management, for an additional three (3) year term, for a total term of June 1, 2022 through May 31 2028, with an additional cost of \$2,244,000, extending the maximum payable from \$1,723,404 to \$3,967,404, and authorize the Chairman to sign.

## AMENDMENT ONE TO SERVICES AGREEMENT

This AMENDMENT ONE TO SERVICES AGREEMENT ("Amendment 1") is made as of June 1, 2025, (the "Amendment Effective Date") by and between Kern Medical Center ("CLIENT") and Healthfuse LLC ("HEALTHFUSE") for the purpose of modifying the Services Agreement dated June 1, 2022.

All capitalized terms not defined herein will have the meaning assigned to them in the Service Agreement.

### RECITALS

**WHEREAS**, CLIENT and HEALTHFUSE entered into a Services Agreement effective June 1, 2022 ("Agreement"), and

**WHEREAS**, CLIENT and HEALTHFUSE desire to amend the Agreement to extend the term and modify Exhibit A "Fee Schedule".

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledge, the CLIENT and HEALTHFUSE hereby agree as follows:

1. **SECTION 3.0 INITIAL TERM** shall be deleted in its entirety and replaced with:  
"3.0 TERM  
The term of this Agreement shall begin on June 1, 2022 and terminate on May 31, 2028 unless otherwise terminated pursuant to this Agreement."
2. **EXHIBIT A – FEE SCHEDULE** shall be replaced with EXHIBIT A-1 FEE SCHEDULE, attached hereto and incorporated herein by this reference, as of the effective date of this Amendment one.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

**KERN MEDICAL CENTER**

By: \_\_\_\_\_

Name: Phil McLaughlin

Title: Chairman, Board of Governors

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

**HEALTHFUSE**

By: 

Name: Jon Myhre

Title: President & COO

Date: 05/08/2025

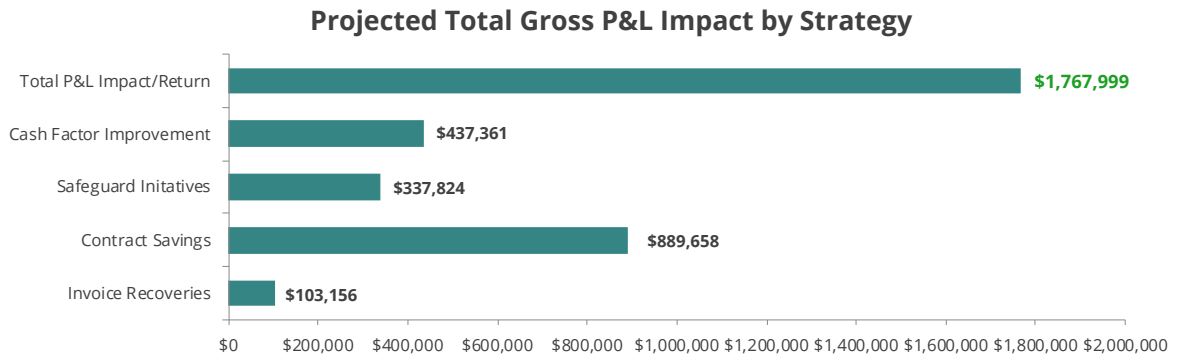
APPROVED AS TO FORM:  
Legal Services Department

By Shannon Hochstein  
Kern County Hospital Authority

## EXHIBIT A-1 – FEE SCHEDULE

**Monthly Management Fee and Gainshare Bonus:** CLIENT shall pay HEALTHFUSE a monthly management fee of twenty-one thousand two hundred ninety-four dollars (\$21,294). In addition to the monthly management fee, CLIENT shall pay HEALTHFUSE a gainshare bonus on Net Yield above the projected total P&L impacted identified to CLIENT via the HEALTHFUSE Preliminary Vendor Assessment, detailed in the graph below. The gainshare bonus shall be paid according to the following schedule, as achieved and only above the projections:

- Cash Factor Improvement, as achieved above projections: 30%
- Safeguard Initiatives, as achieved above projections: 30%
- Invoice Recoveries, as achieved above projections: 30%
- Contract Savings, as achieved above projections: 30%



**Annual Fee Escalator (for Monthly Management Fees only): 4.8%.**



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

May 21, 2025

**Subject:** Proposed Agreement with Cardinal Health for the one-time purchase of OMNI Feeding Pumps

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

**Summary:**

Kern Medical requests your Board approve the proposed purchasing agreement with Cardinal Health, for the one-time purchase of a feeding pumps in an amount not to exceed \$31,000.00, plus tax and shipping. This device provides nutrition to patients. This vendor was chosen due to the low cost and continuing relationship.

Counsel is unable to approve the terms as to form because the vendor would not modify their standard terms. The vendor's terms include limited liability, interest on any late payments, and the Agreement is governed by the laws of the state of Ohio in addition to other non-standard terms.

Therefore, it is recommended that your Board approve the proposed purchasing agreement with Cardinal Health, for purchase of feeding pumps with a not to exceed amount of \$31,000.00, plus tax and shipping, and authorize the Chairman to sign.

7000 Cardinal Place  
Dublin, OH 43017



PO #

1.13.2024

**BILL TO**

**Kern Medical**

**SHIP TO**

**Kern Medical**

**INSTRUCTIONS**

Attn: **Miguel Sandoval**

*We can process as soon as we get your PO. Expedited shipped charges will be applied for anything other than ground.*

**QUANTITY**

**DESCRIPTION**

**UNIT PRICE**

**TOTAL**

51

385400 Kangaroo OMNI Feeding Pump

\$560.00

\$28,560.00

**SUBTOTAL**

\$28,560.00

**SALES TAX 8.25% (ESTIMATED)**

\$2,356.20

**GROUND SHIPPING & HANDLING**

\$0.00

**TOTAL**

**\$30,916.20**

Thank you for choosing to work  
with Cardinal Health

KERN COUNTY HOSPITAL AUTHORITY

By: \_\_\_\_\_

Chairman, Board of Governors

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

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By: Phillip Jenkins

Kern County Hospital Authority

## Purchase Terms and Conditions

**1. Entire Agreement.** By purchasing products and/or services from Cardinal Health, Inc., its subsidiaries and/or affiliates, as may be applicable (collectively, "Cardinal Health"), you agree to be bound by and accept the terms and conditions contained herein (this "Agreement"). If you have signed a formal written agreement between you and Cardinal Health governing your purchases, that written agreement shall govern your purchases, including purchases from our secure website(s) (the "Ordering Site"), except as otherwise provided for in any such agreement. In the absence of such an agreement or in the event such agreement is silent as to a particular term or condition, the terms and conditions contained in this Agreement shall control and shall apply to all of your purchases, including, but not limited to, online purchases from our Ordering Site, and may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt to alter, supplement, or amend this Agreement, or to enter an order for product(s) which is (are) subject to additional or altered terms and conditions, will be null and void, unless otherwise agreed to in a written agreement signed by both you and Cardinal Health. This Agreement does not supersede, waive or otherwise affect any security agreements, guarantees, credit applications or other agreements between you and Cardinal Health, none of which may be amended except by a writing signed by each party. You acknowledge and agree that Cardinal Health reserves the right to amend these terms and conditions in its sole discretion as it sees fit from time to time.

**2. Price.** Prices are subject to change by Cardinal Health without notice. Any additional costs incurred by Cardinal Health in connection with or arising out of the manufacture, sale or distribution of product, including, but not limited to, increases in labor, freight and materials cost before shipment of order and applicable overhead, may be invoiced to you and you agree to pay same. Premium time as required by you will be invoiced as an extra item. You will pay when due any sales, use, excise, gross receipts, or value-added taxes, or other federal, state, or local taxes or other surcharges or assessments (other than any tax based on the net income of Cardinal Health or imposed upon inventory held by Cardinal Health in its warehouses) that Cardinal Health is at any time obligated to pay or collect based on, or in any way levied on, the sale of products and/or services, or the products or any services related thereto. In addition, you will be obligated to pay all interest or penalties assessed by reason of your failure to comply with your obligations hereunder. If Cardinal Health pays any amounts which you are obligated to pay, then you will promptly reimburse Cardinal Health in an amount equal to the amount so paid by Cardinal Health.

**3. Pricing Errors.** Pricing errors may occur on the Ordering Site from time to time, on items sold by Cardinal Health, or items sold by third-party sellers. Cardinal Health attempts to correct all pricing errors promptly after discovery or after Cardinal Health receives notice of an error. Cardinal Health reserves the right to cancel any orders containing pricing errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Cardinal Health. Any payments you make to Cardinal Health for orders that are cancelled due to pricing errors will be refunded.

**4. Payment Terms.** All payments shall be made in full, in good funds, and in accordance with the payment terms on your invoice, via ACH direct debit or other payment forms acceptable to Cardinal Health. Until product is paid for in full, Cardinal Health retains, and you hereby grant to Cardinal Health, a security interest in the ordered product. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid to Cardinal Health when due. Failure or delay by Cardinal Health to invoice you for any such service charge will not waive Cardinal Health's right to receive the same. In the event of default in

payments on any invoices, Cardinal Health shall have the right to declare all invoices immediately due and payable. You agree to pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Cardinal Health to collect any amounts due from you or to otherwise enforce any of the terms stated herein. Cardinal Health (including its affiliates, subsidiaries, parent or related entities, individually or collectively) may exercise a right of set-off against any and all amounts due to you. Cardinal Health shall be deemed a single creditor for purposes of this section. **5. Shipment and**

**Delivery.** Orders are not binding upon Cardinal Health until accepted by Cardinal Health. Cardinal Health reserves the right to refuse service to anyone. Cardinal Health will indicate its acceptance of an order by issuing an invoice or by shipping the ordered product to you. All shipments are made F.O.B. Cardinal Health's shipping point unless otherwise specified. In the absence of specific instructions, Cardinal Health selects the carrier. Title to products and risk of loss pass to you upon delivery thereof by Cardinal Health to the carrier or delivery service. You assume all risk of loss in shipping and all liability for loss or damages, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. **6. Contingencies.** Cardinal Health shall be excused from its obligations hereunder in whole or in part to the extent its performance is delayed or prevented by strikes, work stoppages or disputes, fires, floods, war (declared or undeclared), riots, loss or destruction of product, non-availability or delays of transportation, embargoes, accidents, delay or failure of Cardinal Health's suppliers to make delivery of material, shortages of material or labor, restrictions, limitations, obligations, taxes, assessments, duty or fee imposed by any government or governmental authority, domestic or foreign, or any other cause beyond Cardinal Health's control. In such circumstances Cardinal Health's obligations hereunder shall be suspended for so long as any such contingency continues, and you agree to extend, and are deemed to extend, for a corresponding period, any letters of credit or trade acceptance opened by you in respect to such shipment or delivery, provided, however, that if any shipment or delivery hereunder shall be so prevented for more than ninety (90) days, either Cardinal Health or you shall have the right to cancel the contract, but only with respect to such shipment or delivery, by written notice to the other. **7. Credit.** Cardinal Health may at any time, in its sole discretion, limit the amount of credit to be extended to you and cancel any order with respect to all or any undelivered product if Cardinal Health shall deem such action advisable for credit reasons. You hereby represent and warrant that you are solvent and agree that such representation and warranty shall be deemed repeated upon each order and/or delivery hereunder. You hereby represent and warrant that you are solvent and agree that such representation and warranty shall be deemed repeated upon each order and/or delivery hereunder.

**8. Generic Substitutions.** You hereby authorize Cardinal Health to substitute one generic manufacturer's product for the equivalent product of another generic manufacturer without prior notice to you.

**9. Returns.** You agree that any products that are returned will be handled in accordance with, and shall be subject to, Cardinal Health's applicable then-current Returned Goods Policy.

**10. Use of Products.** You warrant that you have all required governmental licenses, permits and approvals required to purchase, use and/or store the products you purchase from Cardinal Health and that all your purchases from Cardinal Health are for your "own use", as such term is defined in judicial or legislative interpretation. Cardinal Health may immediately terminate your ability to make purchases if Cardinal Health determines that you or any facility owned, operated, or managed by you, directly or indirectly, has breached this "own use" limitation. You will comply with all laws, rules and regulations applicable to products purchased hereunder.

**11. Warranty.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. **12. Limitation of Liability.** IN NO EVENT SHALL CARDINAL HEALTH BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE OR FOR LOST REVENUE, LOST PROFITS OR LOST BUSINESS ARISING OUT OF YOUR PURCHASES FROM CARDINAL HEALTH, THE USE OF PRODUCTS, OR CARDINAL HEALTH'S FAILURE TO DELIVER ORDERED PRODUCTS. IN NO EVENT SHALL CARDINAL HEALTH'S LIABILITY FOR ANY ORDER OR PRODUCT UNDER THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID



BY YOU FOR SUCH ORDER OR PRODUCT. CARDINAL HEALTH'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY FOR BREACH HEREUNDER WILL BE, AT CARDINAL HEALTH'S OPTION, TO REPAIR OR REPLACE THE PRODUCT. **13. Discount Disclosure.** If you receive any "discounts or other reductions in price" under Section 1128B(b)(3)(a) of the Social Security Act (42 U.S.C.1320- 7b(b)(3)(a)) from Cardinal Health, you may be required to disclose the discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to you for the products or services you buy from Cardinal Health, or as otherwise requested or required by any governmental agency. **14. Miscellaneous.** This Agreement and all communications, disputes and performance related hereto shall be governed by and construed according to the internal laws of the State of Ohio. No rights hereunder or arising out of these terms and conditions may be assigned by you without the express written consent of Cardinal Health. No waiver by Cardinal Health of any default or failure by Cardinal Health to enforce a right hereunder shall be deemed a waiver of any right or prior or subsequent default. You agree that all information on our Ordering Site, this Agreement, and your purchase terms, including, but not limited to, price, are confidential and may not be disclosed to third parties.

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## Related content

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Global Privacy Policy  
Cardinal Health, Inc. and its affiliates collect and use your information.

This Privacy Policy explains how



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Cookie Policy  
This Cookie Policy applies to any website or service (collectively "Site") of Cardinal Health, Inc. and its affiliates that links to this policy or incorporates it by reference.

This Cookie Policy applies to any



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Terms and conditions for Cardinal Health Websites  
use and legal restrictions.

Cardinal Health, Inc. website terms of





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

May 21, 2025

**Subject:** Proposed Supplies Purchase Agreement with Flower Orthopedics dba Coventus Flower Orthopedics

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

**Summary:**

Kern Medical requests your Board approve the proposed Supplies Purchase Agreement with Flower Orthopedics, dba Coventus Flower Orthopedics, for purchase of Distal Fibular Implants in an amount not to exceed \$200,000 for the term of three (3) years, from May 21, 2025 through May 20, 2028. These supplies are used intraoperatively during orthopedic procedures.

Counsel is unable to approve the terms as to form because they provide limited indemnification of the Authority in relation to third party claims. Despite negotiations, counsel was unsuccessful in negotiating these terms.

Therefore, it is recommended that your Board approve the proposed Supplies Purchase Agreement with Flower Orthopedics, dba Coventus Flower Orthopedics, for the purchase of Distal Fibular Implants in an amount not to exceed \$200,000 for the term of three (3) years, from May 21, 2025 through May 20, 2028, plus tax and shipping, and authorize the Chairman to sign.



## SUPPLIES PURCHASE AGREEMENT

### HEALTH SYSTEM and Conventus Flower Orthopedics

THIS SUPPLIES PURCHASE AGREEMENT (the “**Agreement**”) is made by and between Flower Orthopedics Corporation (d/b/a Conventus Flower Orthopedics), a Pennsylvania Corporation, having a principal place of business at 100 Witmer Road, Suite 280 Horsham, PA 19044 (“**Vendor**” or “**Conventus**”) and Kern County Hospital Authority, a local unit of government which owns and operates Kern Medical Center, having a principal place of operations at 1700 Mount Vernon Avenue, Bakersfield, CA 93306 (“**Customer**”).

#### **BACKGROUND**

- A. Customer owns and operates hospitals.
- B. Vendor sells Products, as defined below.
- C. Customer desires to purchase and Vendor desires to sell Products for the hospital(s) / facilities(s) listed in Exhibit A in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Term/Termination: This Agreement shall begin on the day of the last signature date (the “**Effective Date**”) and continue for three (3) years. The foregoing notwithstanding, this Agreement can be terminated by either party, at any time with or without cause, on sixty (60) days’ prior written notice.
2. Pricing: The pricing (including any discount at the time of sale and any retrospective payment or rebate) for purchase of a product under this Agreement is as set forth in Exhibit B. Increases in pricing will require a written amendment to this Agreement. If any product is provided that is not on Exhibit B it will not be provided unless pricing is agreed upon in advance in writing by Vendor and Customer.
3. Invoices: Within ten (10) days of Customer issuing a purchase requisition or similar document after use of Vendor’s products (“**Products**”), as listed on Exhibit B, Vendor will issue an invoice. Each invoice will represent one patient only; combining multiple cases in a single invoice is not allowed (i.e., a one-to-one relationship to patients and invoices).
4. Direct Purchases: No shipping charges for the Products under this Agreement will be charged. The only exception will be for cases scheduled in the applicable hospital Operating Room / Cath Lab with less than forty-eight (48) hours’ notification. Overnight delivery charges are capped at Seventy-Five Dollars (\$75). Scheduling of the case constitutes notification to the Vendor. Products “walked-in” by the sales representative are not eligible for any shipping or delivery charges.
5. Consignment Terms: If Products or Instrumentation, as defined below, provided under this Agreement (the “**Inventory**”) are stored at an applicable hospital to be used at that facility the following terms and conditions shall apply to any such arrangement:
  - a. Inventory is placed by Vendor at no charge to hospital and is provided solely for hospital’s internal use. Until used, hospital is responsible for any damage to the Inventory while it is in hospital’s possession. Customer is responsible for proper storage and security of the Inventory. Any lost, destroyed, damaged, or stolen Inventory will be charged to hospital at the prices set forth in this Agreement.
  - b. Customer may return Inventory at any time, at Vendor’s shipping expense, with no cost or restocking fees assessed.
  - c. Vendor or its sales representative has the right, at any reasonable time, to inspect the Inventory. Periodically, Vendor may perform an inventory and update the Inventory levels on a form provided by Vendor and signed by both of the parties. Par levels will be determined by Vendor to meet the needs of Customer.

- d. Any Inventory worn beyond normal wear and tear by Customer, or mishandled by Customer, will be replaced or repaired at the expense of Customer.
      - e. Vendor maintains title and control of the Inventory. Customer shall have no ownership of or title in the Inventory. Customer shall not in any manner pledge, assign, or encumber the ownership or title of the Inventory.
6. Instrumentation: If Vendor provides certain of its non-disposable surgical instruments ("Instrumentation") to Customer, the following terms and conditions shall apply to Instrumentation:
  - a. Customer shall have no ownership interest in the Instrumentation; however, Customer is responsible for maintaining the Instrumentation in good condition and for using reasonable care in its handling and storage. Once Instrumentation is entered into Participating Facility's records according to Participating Facility's documented registration process, if any, Customer shall be responsible for any loss of or damage to the Instrumentation in its control.
  - b. Broken instrumentation will be replaced at no charge to the Customer by the Vendor unless there is evidence of abuse of misuse by Customer personnel. Instrumentation lost or damaged through misuse by Customer personnel will be reimbursed to the Vendor at forty percent (40) off current list price.
  - c. Instrumentation shall be provided by Vendor on a loaned basis at no additional cost or expense to Customer except as noted above. Customer shall maintain appropriate property insurance on the Instrumentation during the term of this Agreement to provide coverage against loss by theft, fire damage, acts of nature, or other cause. Vendor will make commercially reasonable efforts to reduce the number of trays for related procedures to a reasonable number of trays as determined by Customer to be compliant with Customer standards.
  - d. Wasted Product: Customer and Vendor have a mutual goal to minimize the number of wasted implants and instrumentation. Except as otherwise set forth in this Agreement, Buyers agree to comply with the terms of Vendor's return goods policy on Exhibit D. Products undamaged and returned to Vendor in their original condition may be returned without charge or credit. Products opened by Vendor representative but not used may be returned to Vendor for a one hundred percent (100%) credit, without restocking, re-sterilization or handling fees. Products opened under surgeon's orders as recorded by the Circulating Nurse or the OR Director's personnel designee implanted and explanted, will be priced at the lower of Customer price or 40% percent off current list price as indicated in Exhibit B provided that the Vendor is not required to sell below their proven cost.
7. Restocking Fee: Products opened but not delivered to the surgery field at an applicable hospital will be replaced by Vendor at no cost to hospital without a restocking fee. Vendor will issue full credit or replacement for any product or supply determined to be unusable during a surgical procedure.
8. Pricing Disclosure: Customer acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, price concessions or any other price reductions) of any product purchased under this Agreement and, on request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for Products. Customer may receive subsequent documentation under some programs reflecting adjustments or allocations to the price concessions or price reductions available hereunder. Customer may request additional information from the Vendor to meet its reporting or disclosure obligations.
9. The Agreement as well as Conventus's business practices, pricing information and all specifications, technical data and information furnished by Conventus to Customer prior to or during the course of the Agreement, shall be deemed proprietary data of Conventus ("**Confidential Information**"). The Confidential Information is commercially classified and shall be treated as such by Customer, its employees, agents or any party acting on its behalf, and shall not be disclosed by Customer, its employees, agents or any party acting on its behalf to third parties. Customer shall use all necessary measures in order to maintain the confidentiality of the Confidential Information.
10. Disclosure: Notwithstanding any other provision of this Agreement to the contrary, Customer shall have the right to disclose pricing and other terms of this Agreement to Customer's staff, attorneys, accountants, and consultants (collectively "**Customer Consultants**") provided any such Customer Consultants agree to the same level of confidentiality set forth in this Agreement. The foregoing notwithstanding, it is understood between the parties that Customer may disclose only pricing (not the terms and conditions of this Agreement) to its Group Purchasing Organization ("**GPO**"), provided: (i) the sharing is limited to pricing; (ii) GPO agrees to the same level of confidentiality set forth in this Agreement; (iii) GPO agrees to only utilize such pricing data in blind fashion which does not disclose the identity of the Customer.
11. Limitations on Liabilities. In no event shall Conventus be liable, whether in contract, tort, or otherwise, for any indirect, incidental, special, punitive, or consequential loss, damage, or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use, or loss of use of any product, except to the extent that such liability may not lawfully be excluded.

12. Limited Warranty. All products are supplied "as is." Other than as expressly set forth in this Agreement, Conventus expressly disclaims any and all warranties, whether express or implied, including without limitation any warranty or condition of merchantability, fitness, or suitability for any particular purpose (even if on notice of such purpose), non-infringement or satisfactory quality.
13. Governing Law And Forum. The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the state of Pennsylvania (without regard to its conflict of law's provisions). The parties hereby irrevocably consent to the exclusive jurisdiction of the competent courts in Kern County, California to adjudicate all disputes arising from or in connection with this Agreement, to the exclusion of any other court.
14. Entire Agreement; Modifications; Assignment; Waiver. This Agreement, including the exhibits hereto, sets forth the entire agreement and understanding between the parties, and supersedes all prior agreements, understandings and discussions, regarding the subject matter hereof. No amendment, change, modification or waiver of any provision of this Agreement will be binding unless set forth in a written document signed by the parties (in the case of amendments or modifications) or the party to be charged thereby (in the case of waivers). No waiver by any party of any breach on the part of the other party will be a waiver of any subsequent breach. Conventus may assign this Agreement to an affiliate and/or in connection with a merger, acquisition, sale of all or substantially all of its assets or other such corporate reorganization without consent from or notice to Customer. Subject to the precedent, this Agreement and the rights, duties and responsibilities of the parties hereto shall not be assigned to a third party without the prior written consent of the other party, which shall not be unreasonably withheld.
15. NOTICES. All notices to be given by one party to the other hereunder shall be in writing and shall be sent to the parties' respective addresses indicated in this Agreement, or to such other e- mail address, post address or facsimile number as a party may thereafter notify the other party in writing. Notices addressed as aforesaid will be deemed delivered to the addressee within five (5) business days after being posted, if sent by registered mail, postage prepaid.
16. Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this Agreement, Vendor 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 Vendor provided under this Agreement. Vendor 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.
17. Audits, Inspection and Retention of Records. Vendor agrees to maintain and make available to Customer, accurate books and records relative to all its activities under this Agreement. Vendor 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. Vendor 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.
18. Health Insurance Portability and Accountability Act-HITECH. Vendor understands that Customer is a Covered Entity that provides medical and mental health services and that Vendor shall have no authorization to obtain access to any Protected Health Information ("PHI") in any form. If, in the course of my services, Vendor sees or hears 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 Vendor agrees to execute a business associate agreement with Customer to supplement this Agreement if requested, subject to the Parties' agreement upon terms and conditions of the business associate agreement.
19. Disqualified Persons. Vendor represents and warrants that no person providing goods and/or services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to 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. Vendor agrees that if any individuals providing goods and/or services under the terms of this Agreement becomes involved in a pending criminal action or proposed civil debarment, exclusion or other sanctioning action related to any federal or state healthcare program (each, an "Enforcement Action"), Vendor shall immediately notify Customer and such individual shall be immediately removed by Vendor from any functions involving (i) the claims development and submission process, and (ii) any healthcare provider contact related to Customer patients; provided, however, that if Vendor is directly involved in the Enforcement Action, any agreement between Customer and Vendor shall terminate immediately.
20. Non-collusion Covenant. Vendor 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. Vendor has received no incentive or special payments, nor considerations, not related to the provision of services under this Agreement from Customer.

21. 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.

22. Vendor may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by Customer:

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

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

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

23. **The Commercial General Liability Insurance** shall include an endorsement naming Customer and Customer's board members, officials, officers, agents and employees as additional insureds. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII. All insurance provided by Vendor hereunder shall be primary to and not contributing to any other insurance maintained by Customer. Any exception to these requirements must be approved by Customer's Risk Manager. Customer's Risk Manager may require higher limits depending on the nature of the goods and/or services being provided. All insurance coverage requirements shall be maintained by Vendor until completion of all of Vendor's obligations to Customer, and shall not be reduced, modified or canceled without 30 days prior written notice to the Chief Executive Officer ("CEO").

24. Vendor agrees to indemnify, defend and hold harmless Customer and Customer's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all third-party losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of counsel, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with a claim that the Product(s) do not meet their specifications or are defective in workmanship. Customer promptly shall (i) notify Vendor of any claim for which it is requesting indemnification and tender the defense, provided that a delay in or failure by Customer to provide such notice and tender shall not relieve Vendor of its obligations under this Section, except and only to the extent that such delay or failure prejudices Vendor's ability to defend such Claim and results in an increase in liabilities in connection therewith; and (ii) provide all reasonably available facts, circumstances, documents and particulars of the claim and reasonably assist where requested to enable Vendor to defend, settle, and indemnify for such Claim. Vendor shall have sole control over such defense, investigation, and settlement negotiations. Notwithstanding the foregoing, Vendor shall not have the right to make any admission of negligence, liability or fault on behalf of Customer.

IN WITNESS WHEREOF, the parties hereto execute this Supplies Purchase Agreement as of the dates below:

"CUSTOMER"

Kern Medical  
Chair, Board of Governors

Print Name, Title

Signature

Date

"VENDOR"

Conventus Flower Orthopedics  
Kevin Campbell, SVP of Finance

Print Name, Title

Signature

May 1, 2025

Date

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By Phillip Jenkins,  
Kern County Hospital Authority

**EXHIBIT A**

**Participating Hospitals/Facilities**

Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, CA 93306

**EXHIBIT B – Products and Pricing**

<b>Cat #</b>	<b>Product Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Price</b>
DLF 002	Constrictor Syndesmotic	EA	1	\$2,100.00
8424-1-S	Flex-Thread™ Distal Fibula Fibula Nail, 3.5mm x 130mm, Titanium	EA	1	\$2,875.00
8424-3-S	Flex-Thread™ Distal Fibula Fibula Nail, 3.5mm x 180mm, Titanium	EA	1	\$2,875.00
8424-9-S	Flex-Thread™ Distal Fibula Fibula Nail, 4.5mm x 130mm, Titanium	EA	1	\$2,875.00
8424-11-S	Flex-Thread™ Distal Fibula Fibula Nail, 4.5mm x 180mm, Titanium	EA	1	\$2,875.00
8424-13-S	Flex-Thread™ Distal Fibula Fibula Nail, 5.5mm x 130mm, Titanium	EA	1	\$2,875.00
8424-15-S	Flex-Thread™ Distal Fibula Fibula Nail, 5.5mm x 180mm, Titanium	EA	1	\$2,875.00
8430-1-S	Flex-Thread™ End Cap, 1mm, Threaded, T8	EA	1	\$120.00
8522-3-S	Flex-Thread™ End Cap, 3mm, Threaded, T15	EA	1	\$120.00
8522-1-S	Flex-Thread™ End Cap, 5mm, Threaded, T15	EA	1	\$120.00
8522-2-S	Flex-Thread™ End Cap, 10mm, Threaded, T15	EA	1	\$120.00
8426-10-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 10mm, T8	EA	1	\$125.00
8426-12-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 12mm, T8	EA	1	\$125.00
8426-14-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 14mm, T8	EA	1	\$125.00
8426-16-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 16mm, T8	EA	1	\$125.00
8426-18-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 18mm, T8	EA	1	\$125.00
8426-20-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 20mm, T8	EA	1	\$125.00
8426-22-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 22mm, T8	EA	1	\$125.00
8426-24-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 24mm, T8	EA	1	\$125.00
8426-26-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 26mm, T8	EA	1	\$125.00
8426-28-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 28mm, T8	EA	1	\$125.00
8426-30-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 2.7mm x 30mm, T8	EA	1	\$125.00
8525-10-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 10mm, T15	EA	1	\$315.00
8525-12-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 12mm, T15	EA	1	\$315.00
8525-14-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 14mm, T15	EA	1	\$315.00
8525-16-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 16mm, T15	EA	1	\$315.00
8525-18-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 18mm, T15	EA	1	\$315.00
8525-20-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 20mm, T15	EA	1	\$315.00
8525-22-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 22mm, T15	EA	1	\$315.00
8525-24-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 24mm, T15	EA	1	\$315.00
8525-26-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 26mm, T15	EA	1	\$315.00
8525-28-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 28mm, T15	EA	1	\$315.00



8525-30-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 30mm, T15	EA	1	\$315.00
8525-32-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 32mm, T15	EA	1	\$315.00
8525-34-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 34mm, T15	EA	1	\$315.00
8525-36-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 36mm, T15	EA	1	\$315.00
8525-38-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 38mm, T15	EA	1	\$315.00
8525-40-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 40mm, T15	EA	1	\$315.00
8525-42-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 42mm, T15	EA	1	\$315.00
8525-44-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 44mm, T15	EA	1	\$315.00
8525-46-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 46mm, T15	EA	1	\$315.00
8525-48-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 48mm, T15	EA	1	\$315.00
8525-50-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 50mm, T15	EA	1	\$315.00
8525-52-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 52mm, T15	EA	1	\$315.00
8525-54-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 54mm, T15	EA	1	\$315.00
8525-56-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 56mm, T15	EA	1	\$315.00
8525-58-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 58mm, T15	EA	1	\$315.00
8525-60-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 60mm, T15	EA	1	\$315.00
8525-65-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 65mm, T15	EA	1	\$315.00
8525-70-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 70mm, T15	EA	1	\$315.00
8525-75-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 75mm, T15	EA	1	\$315.00
8525-80-S	Flex-Thread™ ZERO Profile Interlocking Cortex Screw, 3.5mm x 80mm, T15	EA	1	\$315.00
8428-10-S	Flex-Thread™ Cortex Screw, 3.5mm x 10mm, T15	EA	1	\$240.00
8428-12-S	Flex-Thread™ Cortex Screw, 3.5mm x 12mm, T15	EA	1	\$240.00
8428-14-S	Flex-Thread™ Cortex Screw, 3.5mm x 14mm, T15	EA	1	\$240.00
8428-16-S	Flex-Thread™ Cortex Screw, 3.5mm x 16mm, T15	EA	1	\$240.00
8428-18-S	Flex-Thread™ Cortex Screw, 3.5mm x 18mm, T15	EA	1	\$240.00
8428-20-S	Flex-Thread™ Cortex Screw, 3.5mm x 20mm, T15	EA	1	\$240.00
8428-22-S	Flex-Thread™ Cortex Screw, 3.5mm x 22mm, T15	EA	1	\$240.00
8428-24-S	Flex-Thread™ Cortex Screw, 3.5mm x 24mm, T15	EA	1	\$240.00
8428-26-S	Flex-Thread™ Cortex Screw, 3.5mm x 26mm, T15	EA	1	\$240.00
8428-28-S	Flex-Thread™ Cortex Screw, 3.5mm x 28mm, T15	EA	1	\$240.00
8428-30-S	Flex-Thread™ Cortex Screw, 3.5mm x 30mm, T15	EA	1	\$240.00
8428-32-S	Flex-Thread™ Cortex Screw, 3.5mm x 32mm, T15	EA	1	\$240.00
8428-34-S	Flex-Thread™ Cortex Screw, 3.5mm x 34mm, T15	EA	1	\$240.00
8428-36-S	Flex-Thread™ Cortex Screw, 3.5mm x 36mm, T15	EA	1	\$240.00
8428-38-S	Flex-Thread™ Cortex Screw, 3.5mm x 38mm, T15	EA	1	\$240.00
8428-40-S	Flex-Thread™ Cortex Screw, 3.5mm x 40mm, T15	EA	1	\$240.00
8428-42-S	Flex-Thread™ Cortex Screw, 3.5mm x 42mm, T15	EA	1	\$240.00

8428-44-S	Flex-Thread™ Cortex Screw, 3.5mm x 44mm, T15	EA	1	\$240.00
8428-46-S	Flex-Thread™ Cortex Screw, 3.5mm x 46mm, T15	EA	1	\$240.00
8428-48-S	Flex-Thread™ Cortex Screw, 3.5mm x 48mm, T15	EA	1	\$240.00
8428-50-S	Flex-Thread™ Cortex Screw, 3.5mm x 50mm, T15	EA	1	\$240.00
8428-52-S	Flex-Thread™ Cortex Screw, 3.5mm x 52mm, T15	EA	1	\$240.00
8428-54-S	Flex-Thread™ Cortex Screw, 3.5mm x 54mm, T15	EA	1	\$240.00
8428-56-S	Flex-Thread™ Cortex Screw, 3.5mm x 56mm, T15	EA	1	\$240.00
8428-58-S	Flex-Thread™ Cortex Screw, 3.5mm x 58mm, T15	EA	1	\$240.00
8428-60-S	Flex-Thread™ Cortex Screw, 3.5mm x 60mm, T15	EA	1	\$240.00
8428-65-S	Flex-Thread™ Cortex Screw, 3.5mm x 65mm, T15	EA	1	\$240.00
8428-70-S	Flex-Thread™ Cortex Screw, 3.5mm x 70mm, T15	EA	1	\$240.00
8117-1	Flex-Thread™ K-Wire, 1.6mm x 8", Trocar Tip	EA	1	\$20.00
8117-1-S	Flex-Thread™ K-Wire, 1.6mm x 8", Trocar Tip	EA	1	\$20.00
8433-1	Flex-Thread™ Aiming Arm	EA	1	\$825.00
8435-1	Flex-Thread™ Inserter Shaft	EA	1	\$145.00
8435-1-S	Flex-Thread™ Inserter Shaft	EA	1	\$145.00
8437-1	Flex-Thread™ Ratchet Inserter Handle, Blue	EA	1	\$450.00
8439-1	Flex-Thread™ Inserter Draw Rod	EA	1	\$130.00
8439-1-S	Flex-Thread™ Inserter Draw Rod	EA	1	\$130.00
8524-1-S	Flex-Thread™ Screwdriver Shaft, T8, AO Quick Connect	EA	1	\$165.00
8526-1-S	Flex-Thread™ Screwdriver Shaft, T15, AO Quick Connect	EA	1	\$165.00
8527-1	Flex-Thread™ Cannulated Reamer, 6.3mm, AO Quick Connect	EA	1	\$320.00
8527-1-S	Flex-Thread™ Cannulated Reamer, 6.3mm, AO Quick Connect	EA	1	\$320.00
8528-1-S	Flex-Thread™ Cannulated Reamer, 3.2mm, AO Quick Connect	EA	1	\$200.00
8529-1-S	Flex-Thread™ Drill Bit, 2.0mm x 175mm, AO Quick Connect	EA	1	\$175.00
8530-1-S	Flex-Thread™ Drill Bit, 2.5mm x 235mm, AO Quick Connect	EA	1	\$175.00
8531-1	Flex-Thread™ K-Wire, 1.6mm x 12", Trocar/Spade Tip	EA	1	\$20.00
8531-1-S	Flex-Thread™ K-Wire, 1.6mm x 12", Trocar/Spade Tip	EA	1	\$20.00
8532-1	Flex-Thread™ 1.6mm/6.3mm Soft Tissue Protector Sleeve	EA	1	\$400.00
8534-1	Flex-Thread™ 6.3mm Screw Sleeve	EA	1	\$125.00
8535-1	Flex-Thread™ 1.6mm/6.3mm Locking Wire Sleeve	EA	1	\$175.00
8536-1	Flex-Thread™ 2.0mm/6.3mm Locking Drill Sleeve	EA	1	\$175.00
8537-1	Flex-Thread™ 2.5mm/6.3mm Locking Drill Sleeve	EA	1	\$200.00
8538-1	Flex-Thread™ 1.6mm K-Wire Offset Sleeve With Handle	EA	1	\$200.00
8542-1	Flex-Thread™ Instrument Tray with Lid	EA	1	\$1,107.00
8544-1	Flex-Thread™ 1.6mm K-Wire Offset Insert Sleeve	EA	1	\$180.00
8548-1	Flex-Thread™ Screwdriver Handle, Black, AO Quick Connect	EA	1	\$498.00
8548-1-S	Flex-Thread™ Screwdriver Handle, Black, AO Quick Connect	EA	1	\$498.00
8553-1	Flex-Thread™ Bone Reduction Forceps, 5", Pointed	EA	1	\$109.00
8555-1	Flex-Thread™ Screwdriver Shaft, T25, AO Quick Connect	EA	1	\$175.00
8555-1-S	Flex-Thread™ Screwdriver Shaft, T25, AO Quick Connect	EA	1	\$175.00
8620-1-S	Flex-Thread™ Cannulated Intramedullary Canal Template, 3.5mm Nail	EA	1	\$325.00
8620-2-S	Flex-Thread™ Cannulated Intramedullary Canal Template, 4.5mm Nail	EA	1	\$325.00
8622-1-S	Flex-Thread™ Drill Bit, 3.5mm x 195mm, AO Quick Connect	EA	1	\$175.00
8624-1	Flex-Thread™ 3.5mm/6.3mm Locking Drill Sleeve	EA	1	\$205.00
8624-1-S	Flex-Thread™ 3.5mm/6.3mm Locking Drill Sleeve	EA	1	\$205.00
8789-1	Flex-Thread™ Cannulated Reamer, 4.2mm, AO Quick Connect	EA	1	\$225.00
8789-1-S	Flex-Thread™ Cannulated Reamer, 4.2mm, AO Quick Connect	EA	1	\$225.00
8796-1-S	Flex-Thread™ Cannulated Reamer, 5.2mm, AO Quick Connect	EA	1	\$225.00
8800-1	Flex-Thread™ 3.7mm / 6.3mm Locking Drill Sleeve	EA	1	\$225.00
8802-1	Flex-Thread™ 3.2mm Reamer Sleeve	EA	1	\$65.00
8804-1	Flex-Thread™ 1.6mm K-Wire Stabilization Sleeve	EA	1	\$135.00

8806-1	Fracture Finger	EA	1	\$200.00
8806-1-S	Fracture Finger	EA	1	\$200.00
8808-1	1.1mm x 22" Blunt K-Wire	EA	1	\$18.00
8808-1-S	1.1mm x 22" Blunt K-Wire	EA	1	\$18.00
DLF 006	Straight Fibular Plate, 6 Holes, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$505.00
DLF 007	Straight Fibular Plate, 7 Holes, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$505.00
DLF 008	Straight Fibular Plate, 8 Holes, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$505.00
DLF 104	Anatomic Distal Fibular Plate, 4 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$575.00
DLF 105	Anatomic Distal Fibular Plate, 5 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$575.00
DLF 107	Anatomic Distal Fibular Plate, 7 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$575.00
DLF 109	Anatomic Distal Fibular Plate, 9 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$586.00
DLF 111	Anatomic Distal Fibular Plate, 11 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$585.00
DLF 204	Anatomic Distal Fibular Plate, 4 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$598.00
DLF 205	Anatomic Distal Fibular Plate, 5 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$598.00
DLF 207	Anatomic Distal Fibular Plate, 7 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$598.00
DLF 209	Anatomic Distal Fibular Plate, 9 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$609.00
DLF 211	Anatomic Distal Fibular Plate, 11 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$609.00
DLF 505	Locking Fibula Plate, 5 Holes	EA	1	\$505.00
DLF 506	Locking Fibula Plate, 6 Holes	EA	1	\$505.00
DLF 507	Locking Fibula Plate, 7 Holes	EA	1	\$505.00
DLF 508	Locking Fibula Plate, 8 Holes	EA	1	\$505.00
DLF 510	Locking Fibula Plate, 10 Holes	EA	1	\$528.00
DLT 107	Anterior Lateral Distal Tibial Plate, 7 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,580.00
DLT 110	Anterior Lateral Distal Tibial Plate, 10 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,580.00
DLT 207	Anterior Lateral Distal Tibial Plate, 7 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,580.00
DLT 210	Anterior Lateral Distal Tibial Plate, 10 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,580.00
DMT 308	Medial Distal Tibial Plate, 8 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,240.00
DMT 310	Medial Distal Tibial Plate, 10 Holes, Left, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,240.00
DMT 408	Medial Distal Tibial Plate, 8 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,240.00
DMT 410	Medial Distal Tibial Plate, 10 Holes, Right, use with 2.7mm/3.5mm/4.0mm Screws	EA	1	\$1,240.00
EWK 201	Flower E-Kit, Medium, Advanced	EA	1	\$325.00
EWK 202	Flower E-Kit, Medium, Advanced II	EA	1	\$345.00
FBS 210	Variable Angle Non-Locking Screw,D:2.7mm x L:10.0mm	EA	1	\$59.00
FBS 212	Variable Angle Non-Locking Screw,D:2.7mm x L:12.0mm	EA	1	\$59.00





FCS 650	Variable Angle Compression Screw, D:4.0mm x L:50.0mm	EA	1	\$88.00
FCS 655	Variable Angle Compression Screw, D:4.0mm x L:55.0mm	EA	1	\$88.00
FCS 660	Variable Angle Compression Screw, D:4.0mm x L:60.0mm	EA	1	\$88.00
FHT 509	Flower Mini Fixed AO Handle w/ Ø0.9mm Guidewire (6") Kit	EA	1	\$400.00
FHT 511	Flower Mini Fixed AO Handle w/ Ø1.1mm Guidewire (6") Kit	EA	1	\$400.00
FIM 015	Power Driver G-Wire Kit, 3.0-4.5mm Cannulated Screws	EA	1	\$90.00
FIM 025	Power Driver G-Wire Kit, 5.5-7.3mm Cannulated Screws	EA	1	\$90.00
FIM 115	Power Driver K-Wire Kit, Cannulated Driver, T15, G- Wires	EA	1	\$90.00
FIM 234	Plate Benders (M) (2 Pieces)	EA	1	\$156.00
FLP 208	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:8.0mm	EA	1	\$112.00
FLP 210	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:10.0mm	EA	1	\$112.00
FLP 212	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:12.0mm	EA	1	\$112.00
FLP 214	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:14.0mm	EA	1	\$112.00
FLP 216	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:16.0mm	EA	1	\$112.00
FLP 218	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:18.0mm	EA	1	\$112.00
FLP 220	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:20.0mm	EA	1	\$112.00
FLP 222	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:22.0mm	EA	1	\$112.00
FLP 224	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:24.0mm	EA	1	\$112.00
FLP 226	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:26.0mm	EA	1	\$112.00
FLP 228	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:28.0mm	EA	1	\$112.00
FLP 230	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:30.0mm	EA	1	\$112.00
FLP 232	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:32.0mm	EA	1	\$112.00
FLP 234	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:34.0mm	EA	1	\$112.00
FLP 236	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:36.0mm	EA	1	\$112.00
FLP 238	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:38.0mm	EA	1	\$112.00
FLP 240	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:40.0mm	EA	1	\$112.00
FLP 245	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:45.0mm	EA	1	\$112.00
FLP 250	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:50.0mm	EA	1	\$112.00
FLP 255	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:55.0mm	EA	1	\$112.00
FLP 260	Variable Angle Locking Screw, Low Profile, D:2.7mm x L:60.0mm	EA	1	\$112.00
FLP 308	Variable Angle Locking Screw, D:3.0mm x L:8.0mm	EA	1	\$112.00
FLP 310	Variable Angle Locking Screw, D:3.0mm x L:10.0mm	EA	1	\$112.00
FLP 312	Variable Angle Locking Screw, D:3.0mm x L:12.0mm	EA	1	\$112.00
FLP 314	Variable Angle Locking Screw, D:3.0mm x L:14.0mm	EA	1	\$112.00
FLP 316	Variable Angle Locking Screw, D:3.0mm x L:16.0mm	EA	1	\$112.00
FLP 318	Variable Angle Locking Screw, D:3.0mm x L:18.0mm	EA	1	\$112.00
FLP 320	Variable Angle Locking Screw, D:3.0mm x L:20.0mm	EA	1	\$112.00
FLP 322	Variable Angle Locking Screw, D:3.0mm x L:22.0mm	EA	1	\$112.00
FLP 324	Variable Angle Locking Screw, D:3.0mm x L:24.0mm	EA	1	\$112.00
FLP 326	Variable Angle Locking Screw, D:3.0mm x L:26.0mm	EA	1	\$112.00
FLP 328	Variable Angle Locking Screw, D:3.0mm x L:28.0mm	EA	1	\$112.00
FLP 330	Variable Angle Locking Screw, D:3.0mm x L:30.0mm	EA	1	\$112.00
FLS 310	Variable Angle Non-Locking Screw, D:3.0mm x L:10.0mm	EA	1	\$59.00
FLS 312	Variable Angle Non-Locking Screw, D:3.0mm x L:12.0mm	EA	1	\$59.00
FLS 314	Variable Angle Non-Locking Screw, D:3.0mm x L:14.0mm	EA	1	\$59.00
FLS 316	Variable Angle Non-Locking Screw, D:3.0mm x L:16.0mm	EA	1	\$59.00
FLS 318	Variable Angle Non-Locking Screw, D:3.0mm x L:18.0mm	EA	1	\$59.00
FLS 320	Variable Angle Non-Locking Screw, D:3.0mm x L:20.0mm	EA	1	\$59.00
FLS 322	Variable Angle Non-Locking Screw, D:3.0mm x L:22.0mm	EA	1	\$59.00
FLS 324	Variable Angle Non-Locking Screw, D:3.0mm x L:24.0mm	EA	1	\$59.00
FLS 326	Variable Angle Non-Locking Screw, D:3.0mm x L:26.0mm	EA	1	\$59.00
FLS 328	Variable Angle Non-Locking Screw, D:3.0mm x L:28.0mm	EA	1	\$59.00
FLS 330	Variable Angle Non-Locking Screw, D:3.0mm x L:30.0mm	EA	1	\$59.00

FRP 308	Variable Angle Locking Screw, D:3.5mm x L:8.0mm	EA	1	\$112.00
FRP 310	Variable Angle Locking Screw, D:3.5mm x L:10.0mm	EA	1	\$112.00
FRP 312	Variable Angle Locking Screw, D:3.5mm x L:12.0mm	EA	1	\$112.00
FRP 314	Variable Angle Locking Screw, D:3.5mm x L:14.0mm	EA	1	\$112.00
FRP 316	Variable Angle Locking Screw, D:3.5mm x L:16.0mm	EA	1	\$112.00
FRP 318	Variable Angle Locking Screw, D:3.5mm x L:18.0mm	EA	1	\$112.00
FRP 320	Variable Angle Locking Screw, D:3.5mm x L:20.0mm	EA	1	\$112.00
FRP 322	Variable Angle Locking Screw, D:3.5mm x L:22.0mm	EA	1	\$112.00
FRP 324	Variable Angle Locking Screw, D:3.5mm x L:24.0mm	EA	1	\$112.00
FRP 326	Variable Angle Locking Screw, D:3.5mm x L:26.0mm	EA	1	\$112.00
FRP 328	Variable Angle Locking Screw, D:3.5mm x L:28.0mm	EA	1	\$112.00
FRP 330	Variable Angle Locking Screw, D:3.5mm x L:30.0mm	EA	1	\$112.00
FRP 332	Variable Angle Locking Screw, D:3.5mm x L:32.0mm	EA	1	\$112.00
FRP 334	Variable Angle Locking Screw, D:3.5mm x L:34.0mm	EA	1	\$112.00
FRP 336	Variable Angle Locking Screw, D:3.5mm x L:36.0mm	EA	1	\$112.00
FRP 338	Variable Angle Locking Screw, D:3.5mm x L:38.0mm	EA	1	\$112.00
FRP 340	Variable Angle Locking Screw, D:3.5mm x L:40.0mm	EA	1	\$112.00
FRP 345	Variable Angle Locking Screw, D:3.5mm x L:45.0mm	EA	1	\$112.00
FRP 350	Variable Angle Locking Screw, D:3.5mm x L:50.0mm	EA	1	\$112.00
FRP 355	Variable Angle Locking Screw, D:3.5mm x L:55.0mm	EA	1	\$112.00
FRP 360	Variable Angle Locking Screw, D:3.5mm x L:60.0mm	EA	1	\$112.00
GWK 108	Guidewires 0.8mm x 160mm (Qty 2)	EA	1	\$46.00
GWK 111	Guidewires 1.1mm x 160mm (Qty 2)	EA	1	\$108.00
GWK 120	Guidewires 2.0mm x 160mm (Qty 2)	EA	1	\$46.00
GWK 125	CoCr Guidewires 1.25mm x 160mm (Qty 2)	EA	1	\$46.00
GWK 200	Guide Wire Kit, Medium	EA	1	\$137.00
GWK 300	Guide Wire Kit, Large	EA	1	\$137.00
KWK 100	K-Wire Kit, Small Plate Instrument Kit	EA	1	\$108.00
KWK 102	K-Wires 1.4mm x 140mm (Qty 2)	EA	1	\$40.00
RMD 100	T6 Solid Screwdriver	EA	1	\$189.00
RMD 200	T15 Solid Screwdriver	EA	1	\$189.00
RMD 300	T25 Solid Screwdriver	EA	1	\$189.00
FTU 421-S	Flex-Thread Ulna Nail, D: 4.5mm x 210mm	EA	1	\$2,875.00
FTU 424-S	Flex-Thread Ulna Nail, D: 4.5mm x 240mm	EA	1	\$2,875.00
FTU 427-S	Flex-Thread Ulna Nail, D: 4.5mm x 270mm	EA	1	\$2,875.00
FTU 521-S	Flex-Thread Ulna Nail, D: 5.5mm x 210mm	EA	1	\$2,875.00
FTU 524-S	Flex-Thread Ulna Nail, D: 5.5mm x 240mm	EA	1	\$2,875.00
FTU 527-S	Flex-Thread Ulna Nail, D: 5.5mm x 270mm	EA	1	\$2,875.00
FTU 621-S	Flex-Thread Ulna Nail, D: 6.5mm x 210mm	EA	1	\$2,875.00
FTU 624-S	Flex-Thread Ulna Nail, D: 6.5mm x 240mm	EA	1	\$2,875.00
FTU 627-S	Flex-Thread Ulna Nail, D: 6.5mm x 270mm	EA	1	\$2,875.00
FCR 035	3.5mm Cannulated Reamer, Calibrated, Rigid	EA	1	\$225.00
FCR 045	4.5mm Cannulated Reamer, Calibrated, Rigid	EA	1	\$225.00
FCR 055	5.5mm Cannulated Reamer, Calibrated, Rigid	EA	1	\$320.00
UBR 067	6.7mm Cannulated Reamer, Calibrated, Rigid	EA	1	\$320.00
8815-1	Insertor Shaft, Flex-Thread Ulna	EA	1	\$145.00
FUA 100	Aiming Arm-Ulna	EA	1	\$825.00
8530-1	2.5mm x 257mm Calibrated Drill Bit	EA	1	\$175.00
8524-1	T8 Screwdriver Shaft, Self-Retaining, AO Quick Connect	EA	1	\$120.00
8526-1	T15 Screwdriver Shaft, Self-Retaining, AO Quick Connect	EA	1	\$120.00
8811-1	Bone Reduction Clamps-Small, Pointed	EA	1	\$109.00
8812-1	Bone Reduction Clamps-Small, Lobster Claw	EA	1	\$109.00
8813-1	Baby Hohman Retractor, Narrow	EA	1	\$109.00

FRS 135	3.5mm/4.5mm Soft Tissue Protector Sleeve for Cannulated Reamers	EA	1	\$400.00
FRS 155	5.5mm Soft Tissue Protector Sleeve for 5.5mm Cannulated Reamer	EA	1	\$400.00





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

May 21, 2025

**Subject:** Proposed Services Renewal Order for the purchase of OneSign software from Oracle America, Inc.

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

**Summary:**

Kern Medical requests your Board approve the proposed Services Renewal Order with Oracle America, Inc. This Service Renewal Order is a service renewal for the Single Sign On Software, OneSign, purchased through Oracle Health. The Single Sign On software provides single sign on to the electronic health record and accompanying applications for over 700 of our clinical and administrative users of the system. Without this support software, we would no longer be able to maintain the electronic health record system as upgrades and/or break fixes are only available through this service, which would impede the efficiency and access of the staff the electronic health record system.

The term of this service order is for one (1) year, September 1, 2025 to August 31, 2026, with a cost of \$15,813. This Service Renewal Order is governed by the Cerner Business Agreement (now assigned to Oracle) Agreement 2016-36.

Therefore, it is recommended that your Board approve the proposed Services Renewal Order for the purchase of OneSign, Single Sign On Software support with Oracle America, Inc., for a term of one (1) year, from September 1, 2025 to August 31, 2026, in an amount not to exceed \$15,813, and authorize the Chairman to sign



6-May-25

Dear Sandra Bakich

**Your Oracle Health Services are due for renewal.**

**Service Number:** CRNR-CTT0031484-1

**Service Start Date:** 1-Sep-25

**Amount Due:** USD 15,812.16 (excluding applicable tax)

To avoid any interruption in Services, please complete your renewal by 2-Aug-25.

Oracle would like to thank you for your business.

Have a question about your renewal? Call or email Oracle Health at [carson.weber@oracle.com](mailto:carson.weber@oracle.com).



Oracle Health Services Renewal Order

General Information

**Customer:** Kern County Hospital Authority  
**Service Number:** CRNR-CTT0031484-1  
**Offer Expires:** 31-Aug-25

**Oracle:** Oracle America, Inc.  
**Oracle Contact Information:**  
Carson Weber  
Call:  
Email: carson.weber@oracle.com

Customer Quote To

Sandra Bakich  
Kern County Hospital Authority  
KMC  
1700 Mount Vernon ave  
Bakersfield  
CA 93306  
United States  
(661) 326-2000  
sandra.bakich@kernmedical.com

Customer Bill To

Sandra Bakich  
Kern County Hospital Authority  
KMC  
1700 Mount Vernon ave  
Bakersfield  
CA 93306  
United States  
-661-319-9628  
sandra.bakich@kernmedical.com

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

## Service Details

### Sublicensed Software Support

**Service:** B97767 | Legacy SW Support Imprivata, Inc. - Imprivata Premium Virtual Support

Product Description	Pass Through Code	Reference#	Qty	Start Date	End Date	Price
L115893   OneSign SSO,AM 25-999 Users - Each Perpetual	100004_002	1-6PIT800	700	1-Sep-25	31-Aug-26	13,802.88
L115901   OneSign SSPW 25-1499 Users - Each Perpetual	100004_002	1-6PIT800	700	1-Sep-25	31-Aug-26	2,009.28

**Sublicensed Software Support Fees: USD 15,812.16**

**Total Price: USD 15,812.16**

Excluding applicable tax

## Applicable Support Policies

Per Your prior Agreement with Cerner, Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36) Oracle may revise Your Support policies with notice. This hereby serves as notice that the Oracle Health

Software Support Policies and/or Oracle Health Equipment Support Policies (collectively, "the Support Policies" govern Oracle's provision of Support for Licensed Software and/or Equipment, respectively under this this renewal order. Support is provided under the Support Policies in effect at the time the Support is provided. The Support Policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Support provided for the Licensed Software and/or Equipment during the period for which fees for Support has been paid. You should review these Support Policies prior to entering into this renewal order. The current version of the Support Policies may be accessed at <http://www.oracle.com/contracts> on the Oracle Health tab.

For clarity the Support Policies referenced above are not applicable to Oracle's provision of Recurring Services, Application Management Services and/or Managed Services.

## Applicable Agreement

The Services renewed under this renewal order are governed by the terms and conditions of the applicable Agreement identified below ("Agreement"):

- Licensed Software and Equipment Support
  - a. The existing agreement that You executed for Support for the Licensed Software and/or Equipment listed in the Service Details section above with Oracle or a vendor acquired by Oracle. Any use of the Licensed Software and/or Equipment, which includes updates and other materials provided or made available by Oracle as a part of Support, is subject to the rights granted for the Licensed Software and/or Equipment set forth in the order/Ordering Document in which the Licensed Software and/or Equipment were acquired; or
  - b. If You do not have an existing agreement for Support, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Support ordered under this renewal order, as well as Your rights to use updates and other materials provided or made available by Oracle under Support. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at <http://www.oracle.com/contracts> on the Oracle Health tab.
- Recurring Services, Application Management Services and/or Managed Services
  - a. The existing agreement that You executed for the Recurring Services, Application Management Services and/or Managed Services listed in the Service Details section above with Oracle or a vendor acquired by Oracle; or
  - b. If You do not have an existing agreement for Recurring Services, Application Management Services and/or Managed Services, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Recurring Services, Application Management Services and/or Managed Services ordered under this renewal order. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at <http://www.oracle.com/contracts> on the Oracle Health tab.

This renewal order incorporates the Agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the Agreement, this renewal order shall take precedence.

## Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is non-refundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

**Services fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.**

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If Kern County Hospital Authority is a tax exempt organization, a copy of Kern County Hospital Authority's tax exemption certificate must be submitted with Kern County Hospital Authority's purchase order, check, credit card or other acceptable form of payment.

## Payment Details

### Purchase Order

If You are submitting a purchase order for the payment of the renewal of the Services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Service Number: CRNR-CTT0031484-1
- Total Price: USD 15,812.16 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Kern County Hospital Authority agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

### Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

\_\_\_ Kern County Hospital Authority does not issue purchase orders.

\_\_\_ Kern County Hospital Authority does not require a purchase order for the services ordered hereto.

Kern County Hospital Authority certifies that the information provided above is accurate and complies with Kern County Hospital Authority's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, Kern County Hospital Authority agrees that the terms of this renewal order and the agreement shall apply to the Services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms Kern County Hospital Authority's commitment to pay for the Services ordered in accordance with the terms of this renewal order.

Kern County Hospital Authority

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

REVIEWED ONLY  
NOT APPROVED AS TO FORM

By *Shannon Hochstein*  
Kern County Hospital Authority



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Title

---

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



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

May 21, 2025

**Subject:** Proposed Ordering Document CPQ-3911231 with Oracle America, Inc.

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

**Summary:**

Kern Medical requests your Board approve the proposed Ordering Document CPQ-3911231 with Oracle America, Inc. for the purchase of a vital sign monitoring machine. These devices provide vital sign monitoring to all patients in the Mother Baby unit and due to the increased volume in this unit, another monitor is needed to meet patient needs. We chose Oracle as the vendor for this purchase, because the program Oracle utilizes to collect the vital signs is compatible and communicates easily with Kern Medical's Electronic Health Record.

Therefore, it is recommended that your Board approve the proposed Ordering Document CPQ-3911231 with Oracle America, Inc. for the purchase of a vital sign monitoring machine, with a not to exceed amount of \$3,948 plus tax and shipping, 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**  
Rebecca Amble  
16616193476  
rebecca.amble@kernmedical.com

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Equipment and Equipment Support	3,396.75	--	0.00
Sublicensed Software and Sublicensed Software Support	550.41	--	0.00
Total Fees	3,947.16	0.00	0.00

## Billing Frequency

Description	Amount Due	Payment Due
Equipment	100%	Upon delivery
Sublicensed Software	100%	Upon shipment

## Ordered Items

### Equipment and Equipment Support

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Net Fees	Annual Fees
7628462	Connex Accessory Cable Management Stand. Includes Welch Allyn 1-year Standard Equipment Warranty [Mfg Part Num: 4800-60]	--	3rd Party	1	296.53	296.53	--
7608775	JADAK BARCODE_RFID READER. Includes Welch Allyn 3-month Standard Equipment Warranty [Mfg Part Num: 6000-916HSR]	--	3rd Party	1	412.50	412.50	--
7607642	CVSM 6800, Sp02 (Masimo), SureTemp, NIBP. Includes Welch Allyn 2-year Standard Equipment Warranty [Mfg Part Num: 68MXTX-B]	--	3rd Party	1	2,687.72	2,687.72	--
B59411	Hardware Freight Fee	--	--	1	--	0.00	--
Subtotal						3,396.75	0.00

### Sublicensed Software and Sublicensed Software Support

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Net Fees	Annual Fees
L121171	Oracle Health Connectivity Software Suite - Acute - Each Perpetual [Mfg Part Num: 1000510]	--	3rd Party	1	550.41	550.41	--
Subtotal						550.41	0.00

## 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 are responsible for all shipping and handling fees.

e. 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.

f. 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 v031525 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. Third-Party Products and Services and Pass-Through Provisions.

Certain products and services are provided by third-party suppliers (the "Third-Party Offerings"). Third-Party Offerings You have ordered, if any, are identified with pass-through code(s) in the Ordered Items table(s) above and will be provided under the applicable terms required by the third-party supplier. Applicable pass-through terms for each supplier are available at <http://www.oracle.com/contracts> on the Oracle Health tab and are incorporated into this order by reference.

Oracle is not liable under this order for any damages of any kind or nature related to or arising out of the Third-Party Offerings. Oracle does not warrant or provide any indemnities on Third-Party Offerings. To the extent that any third-party pass-through provisions contain liability limitations with respect to the Third-Party Offerings, such limitations state the total maximum liability of Oracle (and then only to the extent that Oracle can collect from supplier for Your benefit) and each supplier with respect to the Third-Party Offerings.

#### c. 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. Equipment and Equipment Support

#### a. Delivery, Installation and Acceptance of Equipment.

(i) You are responsible for installation of the Ordered Items identified as Equipment in the table(s) above unless You purchase installation services from Oracle for that Equipment.

(ii) Oracle will deliver the Equipment in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order, and which are available at <http://www.oracle.com/contracts> on the Oracle Health tab. Oracle will use the delivery address specified by You on this order.

(iii) The Equipment You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method HARDWARE - STANDARD.

(iv) Acceptance of the Equipment is deemed to occur on delivery.

(v) Oracle may make and invoice You for partial deliveries.

(vi) Oracle may make substitutions and modifications to the Equipment and Equipment Support based on availability or technological advancements.

(vii) Oracle will use its reasonable commercial efforts to deliver the Equipment within the timeframes specified in this order.

**b. Transfer of Title.**

Title to the Equipment will transfer upon delivery.

**c. Warranty.**

In the event that a warranty is provided by Oracle or a third-party, such warranty will be identified in the description of the Equipment ordered and details of the warranty will be available in the Oracle Health Equipment Warranty Policies which are available at <http://www.oracle.com/contracts> on the Oracle Health tab.

**d. Equipment Support.**

If ordered, support for Your Equipment will be provided in accordance with the Oracle Health technical support policies which are available at <http://www.oracle.com/contracts> on the Oracle Health tab.

**5. Sublicensed Software and Sublicensed Software Support**

a. Ordered Items in the Sublicensed Software and Sublicensed Software Support table(s) above are Third-Party Offerings and will be provided in accordance with the Third-Party Products and Services and Pass-Through Provisions section above.

**6. 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.

**7. 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.

**8. Offer Validity**

a. This offer is valid through 5-Aug-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	<u>Phil McLaughlin</u>
Title	<u>Chairman, Board of Governors</u>
Signature Date	<u>May 21, 2025</u>

Oracle America, Inc.	
Signature	<u>Jessica King</u>
Name	Jessica King
Title	Senior Director, NA Customer Deal Desk
Signature Date	8-May-2025 03:59 PM PDT

APPROVED AS TO FORM:  
Legal Services Department

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	Rebecca Amble 16616193476 rebecca.amble@kernmedical.com

### Ship To Contact

Customer Name	Customer Address	Contact Name / Phone / Email
Kern County Hospital Authority	1830 Flower St Bakersfield, CA US 93305	Rebecca Amble 16616193476 rebecca.amble@kernmedical.com



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

May 21, 2025

**Subject:** Proposed Amendment No. 5 to Engineering Services Agreement 07816 with Paul Dhanens Architect, Inc., to provide design and construction administration for main campus and clinical space

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

**Summary:**

Kern Medical requests your Board approve Amendment No. 5 to Engineering Services Agreement 07816 with Paul Dhanens Architect, Inc., to provide design services for budgeted construction projects at the main campus and clinic space. Amendment No. 5 extends the contract term for an additional three (3) years from July 1, 2025 through June 30, 2028, and increases the not to exceed amount from \$950,000 to \$1,200,000, an increase of \$250,000.

Budgeted construction projects for this Fiscal Year Include, but are not limited to:

New MRI

Pharmacy USP 797 & 800

Payment for Services	Previous Year Agreement	Proposed Agreement	Variance
Original Agreement	\$250,000		
Amendment No. 1	\$450,000		\$200,000
Amendment No. 2	\$250,000		\$250,000
Amendment No. 3	\$250,000		\$250,000
Amendment No. 4	0.00	0.00	0.00
Amendment No. 5	\$250,000	\$1,200,000	\$250,000

Therefore, it is recommended that your Board approve Amendment No. 5 to the Engineering Services Agreement with Paul Dhanens Architect, Inc., extending the term for three (3) years from July1, 2025 through June 30, 2028, and increase the not exceed amount from \$950,000 to \$1,200,000, an increase of \$250,000, and authorize the Chairman to sign.

**AMENDMENT NO. 5  
TO  
ENGINEERING SERVICES AGREEMENT  
(Kern County Hospital Authority – Paul Dhanens Architect, Inc.)**

This Amendment No. 5 to the Agreement for Engineering Services (“Amendment”) is entered into this 21<sup>st</sup> day of May, 2025, by and between the Kern County Hospital Authority, a local unit of government, (“KCHA”) which owns and operates Kern Medical Center (“KMC”) and Paul Dhanens Architect, Inc. (“Consultant”), with its principal place of business located at 1330 22<sup>nd</sup> Street, Suite 100, Bakersfield, California 93301.

**RECITALS**

A. KCHA and Consultant have entered into an Agreement for Architectural Services (KCHA Agt. #07816PA, dated July 1, 2016), Amendment No. 1 (KCHA Agt. #084-2018 dated December 12, 2018), Amendment No. 2 (KCHA Agt. #45521, dated August 18, 2021), Amendment No. 3 (KCHA Agt. #027-2022, dated February 16, 2022), and Amendment No. 4 (KCHA Agt. #035-2023, dated March 15, 2023) for the period of July 1, 2016 through June 30, 2025 (“Agreement”) to provide Architectural and Engineering Services for various projects; and

B. The Agreement expires June 30, 2025; and

C. The parties agree to amend the agreement to extend the term and increase the not-to-exceed amount from \$950,000 to \$1,200,000; and

D. The Agreement is amended effective July 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 follow:

1. **Term.** The Agreement expiration date shall be extended from July 1, 2025 to June 30, 2028, unless sooner terminated as provided for in the Agreement.

2. **Fees** payable by KCHA under the Agreement shall increase by \$250,000 from \$950,000 to \$1,200,000.

3. Except as otherwise defined herein, all capitalized terms used in this Amendment have the meaning set forth in the Agreement.

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



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


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

IN WITNESS TO THE FOREGOING, the Parties have executed this Amendment as of the day and year first written above.

KERN COUNTY HOSPITAL AUTHORITY

PAUL DHANENS ARCHITECT, INC.

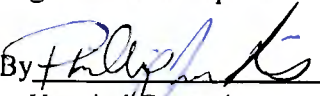
By \_\_\_\_\_  
Chairman, Board of Governors  
KCHA

By   
Printed Name: PAUL DHANENS  
Title/Position: \_\_\_\_\_

APPROVED AS TO CONTENT:  
KERN MEDICAL CENTER

By \_\_\_\_\_  
Scott Thygeron  
Chief Executive Officer

APPROVED AS TO FORM:  
Legal Services Department

By   
Hospital Counsel



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

May 21, 2025

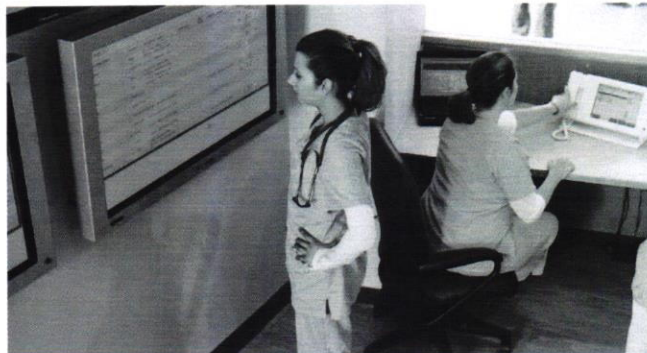
**Subject:** Proposed Agreement with Hillrom, Inc., a subsidiary of Baxter Health Corporation

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

**Summary:**

Kern Medical requests your Board approve the proposed Voalte Nurse Call system purchase agreement with Hillrom, Inc., a subsidiary of Baxter Health Corporation, for replacement of nurse call systems throughout the hospital in an amount not to exceed \$1,379,650. Kern Medical recommends approval of this vendor as the same vendor's system is already installed in hospital departments.

Therefore, it is recommended that your Board approve the proposed Voalte Nurse Call system purchase agreement with Hillrom, Inc., a subsidiary of Baxter Health Corporation, for replacement of nurse call system in an amount not to exceed \$1,379,650, plus tax and shipping, and authorize the Chairman to sign.



**Project Name:**  
**Voalte Nurse Call - Units 1B, 1E, 2D, 2E, 3C, 3D, 4B, 4D**

**KERN MEDICAL CENTER  
1700 MT VERNON AVE**

**BAKERSFIELD, CA 93306**

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

Our portfolio includes:

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

To explore our complete portfolio, please visit our website: [www.hillrom.com](http://www.hillrom.com)

**FINANCING OPTIONS NOW AVAILABLE, please contact your Hillrom sales representative for more information.**

**David Conway**  
**Executive**  
**Care Communication & Collaboration**  
**Care & Connectivity Solutions Division**  
**Baxter Healthcare Corporation**  
**1225 Crescent Green Drive / Cary, NC 27518**  
**Mobile: 213-215-4141**  
**david\_conway1@baxter.com**

**Account**

**Account Number**

**604551**

**Proposal Number**

**QWAQ17124-04**

**Proposal Date**

**4/14/2025**

**Expiration Date**

**5/30/2025**

**Prepared By**

**Mark Atkinson**



• **Permits, Licenses, Taxes and Other Fees**

Hillrom excludes any and all permits, licenses, taxes, or fees required by the city and/or state where the physical implementation of this proposal occurs.

• **Project Invoicing**

- Hillrom Clinical Communications Solutions involving hardware and software components, the hardware and software will be invoiced upon shipment.
- Hillrom Clinical Communications Solutions involving software only, software will be invoiced upon software installation.
- Services are invoiced upon unit certification of the system.
- Software Maintenance is invoiced upon shipment for hardware and software or after software installation for software only.
- Warranty Coverage is invoiced 30 days after shipment for hardware products only.

• **Returns and Refunds**

Parts removed from their original packaging or packaging with markings cannot be returned for credit. No returns or refunds for third party software including, but not limited to, 3CX and Microsoft licenses, nor custom-made items.

• **This project will not commence until Hillrom is in receipt of Customer's Purchase Order.**

• **Terms and Conditions**

HeathTrust Terms

The terms of this proposal shall be governed by the Kern Medical Center purchasing agreement 27716 between the parties, effective November 17th, 2016, as amended.

Shipments as a result of orders filled by Vendor shall be F.O.B. Destination.

Shipments as a result of orders filled by Vendor shall be F.O.B. Destination.

Payment Terms:

Net due thirty (30) days from the latter of receipt of invoice or receipt of Product.

Freight / Shipping Charges:

Freight/shipping charges are included in the Product price, subject to Purchaser's obligations to pay additional freight/shipping charges as stated in Section 8.1 of the Agreement.

• **Voalte Nurse Call:**

<https://www.hillrom.com/content/dam/hillrom-aem/us/en/marketing/products/nurse-call/documents/Voalte-Nurse-Call-Standalone-Terms-and-Conditions.docx>



This Statement of Work ("SOW") is entered into and effective as of the last date of signature appearing in the signature block below (the "SOW Effective Date") by and between Hillrom Company, Inc., an Indiana Corporation, with offices at 1225 Crescent Green, Suite 300, Cary, North Carolina 27518 ("Hillrom") and the Party identified on this page as Hillrom's customer ("Customer").

Hillrom Company, Inc.  
Authorized Signature:

A handwritten signature in black ink, appearing to read 'Tiffany Chambers', written over a horizontal line.

Printed Name:  
Tiffany Chambers

Title:  
Vice President, Care Communications

Date:  
4/14/2025

KERN MEDICAL CENTER  
Authorized Signature:

Printed Name:

Title:

Date:

APPROVED AS TO FORM:  
Legal Services Department

By Phillip Jenkins  
Kern County Hospital Authority



Sold To:

KERN MEDICAL CENTER  
1700 MT VERNON AVE

BAKERSFIELD, CA 93306

Document Number: QWAQ17124-04

Proposal Date: 4/14/2025

JDE Number: 604551

**DO NOT ISSUE PURCHASE ORDERS IN SUMMARY FORMAT. Issue POs against detailed bill of materials on the following pages.**

Pricing Summary	Proposal Grand Total	\$1,379,649.30
	Sales Tax Total	\$0.00

Group Code	Group Description	Category	Category Totals	SalesTax
A1	1B			
	Totals	Hardware(HW)	\$1,097.04	
		Software(SW)	\$394.68	
		Services(SV)	\$5,070.00	
		Software Maintenance(SM)	\$133.00	
A2	1E			
	Totals	Hardware(HW)	\$37,619.91	
		Software(SW)	\$14,855.88	
		Services(SV)	\$165,769.60	
		Software Maintenance(SM)	\$4,884.00	
A3	2D			
	Totals	Hardware(HW)	\$46,262.75	
		Software(SW)	\$12,740.52	
		Services(SV)	\$109,213.72	
		Software Maintenance(SM)	\$4,242.00	
A4	2E			
	Totals	Hardware(HW)	\$27,227.07	
		Software(SW)	\$14,319.24	
		Services(SV)	\$105,332.78	
		Software Maintenance(SM)	\$4,756.00	
A5	3C			
	Totals	Hardware(HW)	\$49,135.17	
		Software(SW)	\$8,019.96	
		Services(SV)	\$106,319.40	
		Software Maintenance(SM)	\$2,635.00	
A6	3D			
	Totals	Hardware(HW)	\$49,012.98	
		Software(SW)	\$8,809.32	
		Services(SV)	\$128,961.72	
		Software Maintenance(SM)	\$2,892.00	
A7	4B			
	Totals	Hardware(HW)	\$25,594.92	
		Software(SW)	\$5,651.88	
		Services(SV)	\$68,277.60	
		Software Maintenance(SM)	\$1,864.00	
A8	4D			



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Proposal Date: 4/14/2025

JDE Number: 604551

**DO NOT ISSUE PURCHASE ORDERS IN SUMMARY FORMAT. Issue POs against detailed bill of materials on the following pages.**

Pricing Summary	Proposal Grand Total	\$1,379,649.30
	Sales Tax Total	\$0.00

Group Code	Group Description	Category	Category Totals	SalesTax
	Totals	Hardware(HW)	\$59,414.60	
		Software(SW)	\$16,829.28	
		Services(SV)	\$189,196.54	
		Software Maintenance(SM)	\$5,527.00	
A13	3CX VOIP License and SMA			
	Totals	Software(SW)	\$1,034.80	
		Software Maintenance(SM)	\$374.00	
A14	Enterprise Reporting - Add to existing			
	Totals	Software(SW)	\$8,054.40	
		Software Maintenance(SM)	\$1,867.00	
		Services(SV)	\$5,975.34	
A15	Wireless Integration - Add to existing			
	Totals	Services(SV)	\$5,697.28	
A16	ADT/HL7 Integration - Add to existing			
	Totals	Services(SV)	\$5,697.28	
A17	Advanced Applications Services			
	Totals	Services(SV)	\$4,913.64	
		Clinical Consulting(CC)	\$11,925.00	
A18	Design			
	Totals	Services(SV)	\$52,051.00	

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BAKERSFIELD, CA 93306

**Document Number:** QWAQ17124-04

**Proposal Date:** 4/14/2025

**JDE Number:** 604551

Qty	Part Number	Description	Unit	Extended
1	Group	1B		
2	P2520NNC3A07	PB SWITCH, CODE BLUE, W/CANCEL	\$47.91	\$95.82
2	P2506NNC2B01	LED SGL BLB DOME LGHT, POLARIZ	\$27.45	\$54.90
1	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$138.93
1	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$49.84
1	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$728.00	\$728.00
1	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$29.55
1	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$394.68
2	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$304.00	\$608.00
1	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$304.00	\$304.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$133.00	\$133.00
1	P2570A0003	INSTALLATION BY HILLROM	\$4,158.00	\$4,158.00
<b>SubTotal</b>				<b>\$6,694.72</b>





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**BAKERSFIELD, CA 93306**

**Document Number: QWAQ17124-04**

**Proposal Date: 4/14/2025**

**JDE Number: 604551**

Qty	Part Number	Description	Unit	Extended
1	Group	1E		
33	PoEPorts	PoE Ports Required		
2	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$3,152.08
3	P2594VNC1D01	SRS W/O CODE,3 BUTTON	\$121.64	\$364.92
1	P2594VNC7C00	GRS7 W/O CODE	\$758.69	\$758.69
32	P2516A01	EQUIPMENT RECEPTACLE	\$65.97	\$2,111.04
32	P2511SCC-0101-080-U	CALL CORD, OXYGEN SAFE, 8 FT	\$17.58	\$562.56
6	P2523A3601	ADAPTER PLATE, 1G BLANK	\$22.61	\$135.66
38	P2523C14	ADAPTER PLATE, 3G TO TWO 1G	\$18.95	\$720.10
10	P2506NNC2B01	LED SGL BLB DOME LGHT, POLARIZ	\$27.45	\$274.50
58	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$6,979.72
44	P2520NNC3A07	PB SWITCH, CODE BLUE, W/CANCEL	\$47.91	\$2,108.04
44	P2520NNC3A08	PB SWITCH,STAFF EMER,W/CANCEL	\$48.25	\$2,123.00
7	P2520NNC3B01	PULL SWITCH,BATH W/CANCEL	\$30.60	\$214.20
1	P2520NNC3B02	PULL SWITCH, BATH, W/O CANCEL	\$25.13	\$25.13
31	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$4,306.83
31	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$1,545.04
17	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$12,002.00
8	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$236.40
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
2	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$2,620.80
31	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$12,235.08
55	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$11,471.90
15	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$4,425.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$4,884.00	\$4,884.00
1	P2570A0003	INSTALLATION BY HILLROM	\$149,872.70	\$149,872.70
<b>SubTotal</b>				<b>\$223,129.39</b>



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**Document Number: QWAQ17124-04**

**Proposal Date: 4/14/2025**

**JDE Number: 604551**

Qty	Part Number	Description	Unit	Extended
1	Group	2D		
23	PoEPorts	PoE Ports Required		
4	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$6,304.16
6	P2594VNC1D01	SRS W/O CODE,3 BUTTON	\$121.64	\$729.84
20	P2594VNC7C11	GRS7 W/ CODE	\$839.16	\$16,783.20
24	P2535A0101	CABLE, ENTERTAINMENT CABLE, 18IN	\$15.79	\$378.96
24	P2505NNC1C00	ASBC	\$88.84	\$2,132.16
24	P25104C331U-Z105018	PILL SPK, DA,MIC,DV,N,2 LT,8'	\$158.36	\$3,800.64
26	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$3,128.84
2	P2520NNC3A07	PB SWITCH, CODE BLUE, W/CANCEL	\$47.91	\$95.82
22	P2520NNC3B01	PULL SWITCH,BATH W/CANCEL	\$30.60	\$673.20
19	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$2,639.67
19	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$946.96
12	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$8,472.00
6	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$177.30
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
4	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$5,241.60
19	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$7,498.92
34	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$7,091.72
9	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$2,655.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$4,242.00	\$4,242.00
1	P2570A0003	INSTALLATION BY HILLROM	\$99,467.00	\$99,467.00
<b>SubTotal</b>				<b>\$172,458.99</b>



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**Document Number: QWAQ17124-04**

**Proposal Date: 4/14/2025**

**JDE Number: 604551**

Qty	Part Number	Description	Unit	Extended
1	Group	2E		
27	PoE Ports	PoE Ports Required		
4	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$6,304.16
3	P2516A01	EQUIPMENT RECEPTACLE	\$65.97	\$197.91
3	P2511SCC-0101-080-U	CALL CORD, OXYGEN SAFE, 8 FT	\$17.58	\$52.74
2	P2506NNC2B01	LED SGL BLB DOME LGHT, POLARIZ	\$27.45	\$54.90
34	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$4,091.56
31	P2520NNC3A07	PB SWITCH, CODE BLUE, W/CANCEL	\$47.91	\$1,485.21
31	P2520NNC3A08	PB SWITCH, STAFF EMER, W/CANCEL	\$48.25	\$1,495.75
4	P2520NNC3B01	PULL SWITCH, BATH W/CANCEL	\$30.60	\$122.40
1	P2520NNC3B02	PULL SWITCH, BATH, W/O CANCEL	\$25.13	\$25.13
23	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$3,195.39
23	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$1,146.32
23	P2523C14	ADAPTER PLATE, 3G TO TWO 1G	\$18.95	\$435.85
12	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$8,472.00
5	P2537C0101	CONNECTOR, RJ45, AMP, BAG OF 100	\$29.55	\$147.75
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
4	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$5,241.60
23	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$9,077.64
41	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$8,551.78
11	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$3,245.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$4,756.00	\$4,756.00
1	P2570A0003	INSTALLATION BY HILLROM	\$93,536.00	\$93,536.00
<b>SubTotal</b>				<b>\$151,635.09</b>

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BAKERSFIELD, CA 93306

Document Number: QWAQ17124-04

Proposal Date: 4/14/2025

JDE Number: 604551

Qty	Part Number	Description	Unit	Extended
1	Group	3C		
18	PoE Ports	PoE Ports Required		
1	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$1,576.04
3	P2594VNC1D01	SRS W/O CODE,3 BUTTON	\$121.64	\$364.92
25	P2594VNC7C11	GRS7 W/ CODE	\$839.16	\$20,979.00
49	P2535A0101	CABLE, ENTERTAINMENT CABLE, 18IN	\$15.79	\$773.71
49	P2505NNC1C00	ASBC	\$88.84	\$4,353.16
49	P25104C331U-Z105018	PILL SPK, DA,MIC,DV,N,2 LT,8'	\$158.36	\$7,759.64
1	P2506NNC2B01	LED SGL BLB DOME LGHT, POLARIZ	\$27.45	\$27.45
20	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$2,406.80
13	P2520NNC3B01	PULL SWITCH,BATH W/CANCEL	\$30.60	\$397.80
2	P2520NNC3B02	PULL SWITCH, BATH, W/O CANCEL	\$25.13	\$50.26
17	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$2,361.81
17	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$847.28
10	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$7,060.00
6	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$177.30
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
1	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$1,310.40
17	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$6,709.56
30	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$6,257.40
8	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$2,360.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$2,635.00	\$2,635.00
1	P2570A0003	INSTALLATION BY HILLROM	\$97,702.00	\$97,702.00
SubTotal				\$166,109.53

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BAKERSFIELD, CA 93306

Document Number: QWAQ17124-04

Proposal Date: 4/14/2025

JDE Number: 604551

Qty	Part Number	Description	Unit	Extended
1	Group	3D		
20	PoE Ports	PoE Ports Required		
1	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$1,576.04
4	P2594VNC1D01	SRS W/O CODE,3 BUTTON	\$121.64	\$486.56
1	P2594VNC7C00	GRS7 W/O CODE	\$758.69	\$758.69
26	P2594VNC7C11	GRS7 W/ CODE	\$839.16	\$21,818.16
26	P2535A0101	CABLE, ENTERTAINMENT CABLE, 18IN	\$15.79	\$410.54
26	P2505NNC1C00	ASBC	\$88.84	\$2,309.84
26	P25104C331U-Z105018	PILL SPK, DA,MIC,DV,N,2 LT,8'	\$158.36	\$4,117.36
32	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$3,850.88
26	P2520NNC3B01	PULL SWITCH,BATH W/CANCEL	\$30.60	\$795.60
26	P2520NNC3B02	PULL SWITCH, BATH, W/O CANCEL	\$25.13	\$653.38
19	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$2,639.67
19	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$946.96
12	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$8,472.00
6	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$177.30
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
1	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$1,310.40
19	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$7,498.92
34	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$7,091.72
9	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$2,655.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$2,892.00	\$2,892.00
1	P2570A0003	INSTALLATION BY HILLROM	\$119,215.00	\$119,215.00
SubTotal				\$189,676.02



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**Document Number: QWAQ17124-04  
Proposal Date: 4/14/2025  
JDE Number: 604551**

Qty	Part Number	Description	Unit	Extended
1	Group	4B		
12	PoE Ports	PoE Ports Required		
1	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$1,576.04
2	P2594VNC1D01	SRS W/O CODE,3 BUTTON	\$121.64	\$243.28
1	P2594VNC1D11	SRS W/CODE,3 BUTTON	\$122.39	\$122.39
1	P2594VNC7C00	GRS7 W/O CODE	\$758.69	\$758.69
11	P2594VNC7C11	GRS7 W/ CODE	\$839.16	\$9,230.76
13	P2535A0101	CABLE, ENTERTAINMENT CABLE, 18IN	\$15.79	\$205.27
13	P2505NNC1C00	ASBC	\$88.84	\$1,154.92
13	P25104C331U-Z105018	PILL SPK, DA,MIC,DV,N,2 LT,8'	\$158.36	\$2,058.68
19	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$2,286.46
4	P2520NNC3A07	PB SWITCH, CODE BLUE, W/CANCEL	\$47.91	\$191.64
4	P2520NNC3A08	PB SWITCH,STAFF EMER,W/CANCEL	\$48.25	\$193.00
11	P2520NNC3B01	PULL SWITCH,BATH W/CANCEL	\$30.60	\$336.60
4	P2520NNC3B02	PULL SWITCH, BATH, W/O CANCEL	\$25.13	\$100.52
11	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$1,528.23
11	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$548.24
7	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$4,942.00
4	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$118.20
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
1	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$1,310.40
11	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$4,341.48
20	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$4,171.60
5	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$1,475.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$1,864.00	\$1,864.00
1	P2570A0003	INSTALLATION BY HILLROM	\$62,631.00	\$62,631.00
<b>SubTotal</b>				<b>\$101,388.40</b>



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Qty	Part Number	Description	Unit	Extended
1	Group	4D		
38	PoEPorts	PoE Ports Required		
2	P2500VNC3C00	GRS10H DSK MNT, 4USB	\$1,576.04	\$3,152.08
8	P2594VNC1D01	SRS W/O CODE,3 BUTTON	\$121.64	\$973.12
2	P2594VNC1D11	SRS W/CODE,3 BUTTON	\$122.39	\$244.78
1	P2594VNC7C00	GRS7 W/O CODE	\$758.69	\$758.69
18	P2594VNC7C11	GRS7 W/ CODE	\$839.16	\$15,104.88
24	P2535A0101	CABLE, ENTERTAINMENT CABLE, 18IN	\$15.79	\$378.96
24	P2505NNC1C00	ASBC	\$88.84	\$2,132.16
24	P25104C331U-Z105018	PILL SPK, DA,MIC,DV,N,2 LT,8'	\$158.36	\$3,800.64
1	P2506NNC2B01	LED SGL BLB DOME LGHT, POLARIZ	\$27.45	\$27.45
60	P2506NNC8A02	8 SEGMENT DOME LIGHT	\$120.34	\$7,220.40
36	P2520NNC3A07	PB SWITCH, CODE BLUE, W/CANCEL	\$47.91	\$1,724.76
36	P2520NNC3A08	PB SWITCH,STAFF EMER,W/CANCEL	\$48.25	\$1,737.00
18	P2520NNC3B01	PULL SWITCH,BATH W/CANCEL	\$30.60	\$550.80
17	P2520NNC3B02	PULL SWITCH, BATH, W/O CANCEL	\$25.13	\$427.21
36	P2599NNC3C00	RCB3 WO ENCL-ENHCED, UPOE CMPT	\$138.93	\$5,001.48
36	P2549A03	ENCLOSURE, ROOM BOX, FOR USE WITH RCB	\$49.84	\$1,794.24
20	P2536A0701	COMM CABLE, 4PR, CAT6, PLENUM	\$706.00	\$14,120.00
9	P2537C0101	CONNECTOR, RJ45 , AMP, BAG OF 100	\$29.55	\$265.95
2	POE-CISCO	CISCO CATALYST 3850/4500/9300 (BY OTHERS)	\$0.00	\$0.00
2	P25NNC007	NNC FEATURES- SMART CLIENT	\$1,310.40	\$2,620.80
36	P25NNC096	NNC ENHANCED BASE SOFTWARE	\$394.68	\$14,208.48
63	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$13,140.54
18	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$5,310.00
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$5,527.00	\$5,527.00
1	P2570A0003	INSTALLATION BY HILLROM	\$170,746.00	\$170,746.00
<b>SubTotal</b>				<b>\$270,967.42</b>



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Qty	Part Number Group	Description	Unit	Extended
1	P25NNC033	3CX VOIP License and SMA		
		3CXSPRO 16 SIMULTANEOUS CALLS	\$1,034.80	\$1,034.80
1	P25NNC010	SOFTWARE MAINTENANCE AGREEMENT	\$374.00	\$374.00
<b>SubTotal</b>				<b>\$1,408.80</b>





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Qty	Part Number Group	Description	Unit	Extended
		Enterprise Reporting - Add to existing		
4	P25NNC072	HR ENT REPORT LIC-1 PER UNIT	\$1,296.00	\$5,184.00
4	P25NNC075	HR Reporting- User License-Per Nursing Unit	\$717.60	\$2,870.40
1	P25NNC078	HR Reporting - (1 Year SMA)	\$1,867.00	\$1,867.00
8	P2570IMPLSERV	IMPLEMENTATION SERVICES	\$208.58	\$1,668.64
8	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$2,360.00
1	P25NNC014	CAREGIVER TRAINING (PER DAY)	\$1,946.70	\$1,946.70
		<b>SubTotal</b>		<b>\$15,896.74</b>



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Qty	Part Number Group	Description	Unit	Extended
16	P2570IMPLSERV	Wireless Integration - Add to existing IMPLEMENTATION SERVICES	\$208.58	\$3,337.28
8	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$2,360.00
<b>SubTotal</b>				<b>\$5,697.28</b>



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Qty	Part Number Group	Description	Unit	Extended
16	P2570IMPLSERV	ADT/HL7 Integration - Add to existing IMPLEMENTATION SERVICES	\$208.58	\$3,337.28
8	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$2,360.00
<b>SubTotal</b>				<b>\$5,697.28</b>



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Qty	Part Number Group	Description	Unit	Extended
8	P2570IMPLSERV	Advanced Applications Services IMPLEMENTATION SERVICES	\$208.58	\$1,668.64
11	P2570PMSERVICE	PROJECT MANAGEMENT SERVICES	\$295.00	\$3,245.00
3	P25NNC411	CLINICAL CONSULTING DAY	\$3,975.00	\$11,925.00
<b>SubTotal</b>				<b>\$16,838.64</b>



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**JDE Number: 604551**

Qty	Part Number	Description	Unit	Extended
1	Group	Design		
1	P2570A0003	INSTALLATION BY HILLROM	\$52,051.00	\$52,051.00



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**Proposal Date: 4/14/2025**

**JDE Number: 604551**

Qty	Part Number	Description	Unit	Extended
		SubTotal		\$52,051.00
			Total Tax	\$0.00
			Proposal Grand Total	\$1,379,649.30

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

## Scope Summary – Technical Implementation & Configuration Services

Hillrom Services Description - Technical Implementation & Configuration Services	
Installation Services - Equipment Inventory	Hillrom
Installation Services - Staging Services	Hillrom
Installation Services - Cable Installation Services (Home Run)	Hillrom
Installation Services - Cable Installation Services (In Room)	Hillrom
Installation Services - Termination, Testing & Labeling of Cable (Home Run)	Hillrom
Installation Services - Termination, Testing & Labeling of Cable (In Room)	Hillrom
Installation Services - Device Installation	Hillrom

### Pillow Speakers

If purchasing pillow speakers directly from Hillrom, Customer has the option of choosing one of the two options noted below with regards to functionality. If Customer desires functionality different from what is noted here, Customer must purchase pillow speakers from the desired pillow speaker manufacturer.

- Pillow Speaker Option 1-Nurse Call button, digital TV channel and volume controls, pain request button, bath request button, control of two lights, and a microphone, or;
- Pillow Speaker Option 2-Nurse Call button, digital TV channel and volume controls, control of two lights and a microphone.
- Functionality - Any functionality desired by Customer is dependent on the manufacturer and style purchased. Not all functionality available by all pillow speakers is compatible with Hillrom Nurse Call nor will Hillrom accept any responsibility for installation, wiring, or troubleshooting.

### Smoke Alarm Interface Testing

When a Smoke Alarm Interface ("SAI") is implemented with Hillrom Nurse Call, testing specific to this interface is required by regulation in order for Hillrom to fully certify the Nurse Call system.

- Hillrom completes testing during the course of any Nurse Call deployment, testing and certification project where an SAI is implemented.
- Hillrom will work with Customer to schedule any SAI testing.

### Site Work Credentialing

- Customer will provide all site work credentialing requirements to Hillrom no less than four (4) weeks prior to project kickoff.
- Customer will be responsible for any costs associated with Customer's credentialing requirements that are beyond standard credentialing requirements

### Project Contingency

This proposal may include a project contingency to cover errors, omissions, delays in construction as applicable, and any unforeseen events. The project contingency will not be billed unless required to cover any of the above events and will be managed via change order.

### Clinical Consulting / Education Services

- Any additional Education/Training needs requested by Customer after delivery of the Education/Training needs included in this Statement of Work which requires more than two (2) hours of labor or exceeds two (2) configuration changes per care unit shall be subject to additional fees and documented in a Change Order.
- Hillrom does not allow recording of Clinical Solutions activities. This includes, but is not limited to Clinical Assessments, Clinical Workshops, Educational sessions (whether delivered onsite or remotely), Reporting education or follow-up evaluations.
- Customer is responsible for entering all staff information, including assignments and locator badge IDs, into Smart Client.

**Hillrom proposal includes the following:**



- Installations of devices into existing locations of previous nurse call equipment locations.  
No relocation of devices will be included unless provided for in additional documentation and priced specifically in this proposal.

- Configuration changes including rerouting rooms to other nurse stations (e.g., swinging rooms).  
Hillrom will cover up to two (2) configuration changes or up to two (2) hours of configuration changes per project phase. Any additional configuration changes and/or additional time required to complete changes will require an additional fee.

- Up to two (2) mobilizations of Installation Services per project phase.

Mobilization No. 1 – Above ceiling work

Mobilization No. 2 – Device Installation & Configuration

If additional mobilizations are required as a result of Customer delays, an additional fee of \$1,500.00 for each additional mobilization will be assessed.

**Hillrom proposal excludes the following:**

Network racks, unless included in the Quote(s) contained herein

Conduit, back boxes and cable trays

Penetration sleeves and any other cable management items

Backbone cabling (defined as cabling between servers and POE switches), unless included in the Quote(s) contained herein

Fiber core switch, fiber cable or fiber patch cables, unless included in the Quote(s) contained herein

Any additional surface mount boxes, conduit, back boxes, cable trays and core drilling, not included in the Quote(s) contained herein

Smoke alarm interface, unless included in the Quote(s) contained herein

Any additional hardware or software not included in the Quote(s) contained herein

Television wall plates and coax cable to television

Connection of cable/wire from ASBC to television wall plate and TV jumpers

Connection of cable/wire from ASBC to lighting controller

Connection of cable/wire from ASBC to blind controls

Low voltage lighting controllers

Patching, painting or wall repair

Asbestos abatement or hazardous material containment

Any equipment noted as "By Others" or "By Customer"

Servers and any necessary software licenses or certificates of authority, and call cords, unless otherwise quoted herein

Emergency circuit electrical power for Hillrom POE switches, servers, appliances, etc.

Infection control HEPA-VAC equipment, Containment Cart equipment, etc., unless otherwise included in the Quote(s) contained herein

Receiving personnel and bulk storage for equipment

Decommission and disposal of existing nurse call or other systems unless otherwise included in the Quote(s) contained herein

Removal of existing nurse call hallway cable if inside a conduit or head-end equipment

- Hillrom will not remove head-end equipment from previous nurse call system if it is connected to power supply.

Installation of Customer-provided equipment

- Customer is responsible for proactively providing any Customer-provided equipment in a timely manner to support the installation timelines.

- Additionally, Hillrom will not replace defective equipment that is being re-used from other areas of the Customer site without an additional fee.

Maintenance and patching of Customer's Nurse Call server(s)

**- Hillrom Services**

Any service noted as "By Others" or "By Customer"

Providing a full-time on-site Clinical Consultant unless otherwise defined in this Statement of Work

Providing an on-site Clinical Consultant on a Monday or a Friday for a single day engagement





Hillrom installation services include installation of an average of four (4) rooms per day during weekdays and normal business hours, as outlined in the following table, with the exception of Procedure Rooms, Emergency Rooms and ORs which may be installed on weekdays after normal business hours for no additional fee.

- Customer-required expedited installation services requiring the installation of more than four (4) rooms per day may result in additional installation services fees.
- Installation for any rooms other than Procedure Rooms, Emergency Rooms and ORs after normal business hours or on weekends will require an additional fee.
- Clinical Consulting Education & Go-Live Support Services after normal business hours or on weekends will require an additional fee.

Customer engagement is critical to ensure a productive project engagement and successful adoption of the Hillrom Solutions. To this end, Customer is strongly encouraged to develop and implement a Steering Committee.

Hillrom services performed on-site are provided within the following normal business hours, delivered in a single nine (9) hour shift, and includes a one (1) hour lunch break:

Day of the Week	Installation Services	Clinical Consulting, Education & Go-Live Support Services
Monday	1300 – 1730 local time	1300 – 1730 local time
Tuesday	0830 – 1730 local time	0830 – 1930 local time
Wednesday	0830 – 1730 local time	0830 – 1930 local time
Thursday	0830 – 1730 local time	0830 – 1930 local time
Friday	0800 – 1200 local time	0830 – 1200 local time
Saturday & Sunday	n/a	n/a
Hillrom on-site Services are delivered in a single (9) hour shift and includes a (1) hour lunch break.		

#### Room Turnover Schedule – Room-by-Room Project

Customer will provide Hillrom / Hillrom's Installer access to four (4) unoccupied rooms, in no more than two (2) designated care units, per day of work schedule as measured on a weekly-average basis for each facility ("Average Access"). In the event Customer fails to provide Average Access, then Hillrom shall have the right to assess a commercially reasonable charge to offset additional costs incurred by Hillrom; provided, however, the Hillrom Project Manager provides periodic updates regarding such access to allow Customer to address the access challenge before any such charges are assessed.


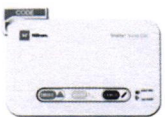
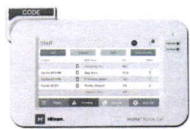

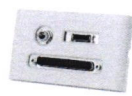
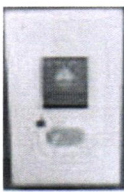

Hillrom or Hillrom Installers are not responsible for moving patients or equipment from rooms to be unoccupied.



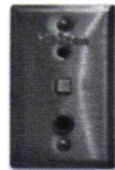


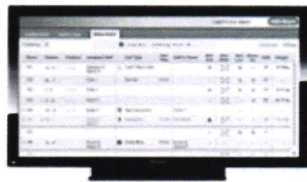
#### Room Turnover Schedule – New Construction Project

Customer will provide Hillrom / Hillrom's Installer access to units / rooms in new construction projects to complete installation services. If Hillrom / Hillrom's Installer resources are unable to complete scheduled activities due to lack of site readiness, Hillrom shall have the right to assess a commercially reasonable charge to offset additional costs incurred by Hillrom.

#### Hillrom Customized Services

No customized services in scope for this SOW.

<b>Staff Console</b>	Intuitive, easy-to-use centralized call station with touch screen, typically used by unit clerks to answer and respond to patient and staff calls.	
<b>Standard Patient/Staff Station</b>	Traditional patient nurse call station with audio and three call types – emergency, staff assist, and code. Code function is optional on staff station.	
<b>Smart Graphical Patient/Staff Station</b>	Next-generation nurse call station that allows for bi-directional exchange of information between Voalte Nurse Call applications and 3rd party applications. Code function is optional on staff station.	
<b>Icon-Based Dome/Zone Lights</b>	LED-based visual call indicators with 7-color selection across 8 lenses and includes optional and customizable icons. Can be configured to illuminate based upon staff member role. (Requires Enhanced Staff Locating and Smart Client)	
<b>Smart Bed Connectors</b>	Allows for the extraction of bed data and calls from the pillow speaker and/or equipment jack.	
<b>Emergency Switches</b>	Standard emergency call switches.	
<b>Patient Pillow Speaker</b>	* Optional Microphone, Light and TV Controls for Pillow Speaker.	

<b>Patient Call Cord</b>	Basic patient call device used where TV and Light controls are not required.	
<b>Centralized Call Display (CCD)</b>	Allows a nursing unit to maintain primary annunciation for its calls and monitors a subset of calls from another nursing unit. Sample uses include centralized operator call models or centralized code monitoring.	
<b>Basic Medical Device Alarms Integrations</b>	Quarter inch jack for routing of medical alarms through the nurse call system. Device is available in 1 and 2 port design.	
<b>Room Disable - Enable Switch</b>	Device used in certain areas of a facility where there is a need to disable calls, such as a psychiatric ward.	
<b>Bathroom Audio</b>	Remote audio device that can be placed in a bathroom for audio communication between patient and caregiver.	
<b>Smart Client</b>	Web-based application that allows both patient and staff information to be updated in the Voalte Nurse Call application and that enables assignments of caregivers to patients from within the Voalte Nurse Call application.	<b>Software</b>
<b>Bed Status Board</b>	Bed information can be displayed in a central location to show patient risk assessment, head of bed angle and patient weight.  *Requires Hillrom Smart Bed and Smart Client application. Computer and display provided by others.	



**Hillrom™****Voalte® Nurse Call Support Services**

Protecting Patients with ProActive Services

Hill-Rom's Voalte Nurse Call system provides a vital lifeline between patients and caregivers. Protect your investment and keep that connection strong with a SmartCare Services Plan. The below Voalte Nurse Call Services Program packages ("Services Package") offer services designed to ensure your facility is supported every step of the way.

**SERVICES PACKAGES\***

	SILVER	GOLD	GOLD+	PLATINUM
Software Upgrades	✓	✓	✓	✓
Remote Clinical Upgrade & Consulting Hours**	✓	✓	✓	✓
Onsite Clinical Consulting & Optimization (1 day)		✓	✓	
Onsite Clinical Consulting & Optimization (3 days)				✓
Technical Training and Certification	✓			
24/7/365 Technical Support	✓	✓	✓	✓
System Configuration Changes		✓	✓	✓
Semi-Annual Business Update	✓	✓	✓	✓
Access to Customer Portal	✓	✓	✓	✓
System Security Certificate Updates	✓	✓	✓	✓
Onsite Field Dispatch		✓	✓	✓
Annual Preventive Maintenance		✓	✓	✓
Parts Coverage (including labor)		✓	✓	✓
CenTrak RTLS Battery Maintenance (2x/year)			✓	✓
Quarterly Business Review				✓

\*The silver Services Package is essential to continue to receive software maintenance services as set forth in your facility's purchase documents.

\*\*Hours vary by package.



**Hillrom**

**Voalte® Nurse Call Support Services**  
Protecting Patients with ProActive Services

The Voalte Nurse Call Services Program Agreement ("Agreement") consists of and is governed by:


- 1) this Proposal document,
- 2) the Voalte Nurse Call Services Terms and Conditions attached as Exhibit A
- 3) the Voalte Nurse Call Services Program Details document at

<https://www.hillrom.com/serviceoptions/nursecall/>

Under this Agreement, Hill-Rom will invoice annually. By signing this Agreement, you acknowledge that you are authorized to accept the terms of this Agreement on behalf of Customer.

**Hill-Rom Company, Inc.**

**Kern Medical Center**

By:   
Printed Name: Tiffany Chambers  
Title: Head of Care Communications  
Date: 1/27/2025

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Disclaimer: As of early 2021, NaviCare Nurse Call was rebranded to Voalte Nurse Call. Any reference to Voalte Nurse Call in this Agreement is inclusive of legacy NaviCare Nurse Call systems.

Customer Notice: This Proposal shall serve as notice to Customer that if it opts out of purchasing any of the Services Packages offered above, then all parts or services provided to Customer are billable at Hill-Rom's current fee for service rates. Further, Customers who fail to participate and who subsequently seek to enroll in a Services Package shall pay a re-instatement fee in an amount set by Hill-Rom for the applicable calendar year.



Year 1-3 Paid Annually  
Kern Medical Center 604551

Installation Location	Start Date	End Date	NC SILVER	YEAR 2	YEAR 3
			11/1/2024-10/31/2025	11/1/2025-10/31/2026	11/1/2026-10/31/2027
2nd Fl 2C, 3CX, ADT, Wireless, Standard Reporting	11/1/2024	10/31/2025	\$ 7,556.94	\$ 7,783.64	\$ 8,017.15
VOIP	11/1/2024	10/31/2025	\$ 362.83	\$ 373.71	\$ 384.92
4th floor nursing unit 1	11/1/2024	10/31/2025	\$ 3,550.83	\$ 3,657.36	\$ 3,767.08
ACD 6 Change Order	11/1/2024	10/31/2025	\$ 271.59	\$ 279.74	\$ 288.13
ADT/HL7	11/1/2024	10/31/2025	\$ 1,096.97	\$ 1,129.88	\$ 1,163.78
Negative Pressure Room	11/1/2024	10/31/2025	\$ 728.84	\$ 750.70	\$ 773.22
IDF	11/1/2024	10/31/2025	\$ 128.75	\$ 132.61	\$ 136.59
PEDIATRIC ED	4/1/2026	10/31/2026		\$ 1,718.38	\$ 3,034.17
GRS10H ADD	5/1/2026	10/31/2026		\$ 265.23	\$ 546.36

Total Year 1-3

Annual Total(s)	\$	13,696.75	\$	16,091.25	\$	18,111.40	\$	47,899.40
Multiyear Savings								
Grand Total	\$	13,696.75	\$	16,091.25	\$	18,111.40	\$	47,899.40

1069 State Route 46 East, Batesville IN 47006-9167

800.445.3730

[www.hill-rom.com](http://www.hill-rom.com)



## Services Level Support

### 1. Purpose

This Services Level Support document describes the manner in which quantitative expectations of performance are to be computed, reported, and administered by Hill-Rom Company, Inc. ("Hillrom") in performance of its duties under the Silver, Gold, Gold+ and Platinum packages, as prescribed by the Customer's Voalte Nurse Call Services Program Agreement (the "Agreement"). This Services Level Support document contains informal guidelines between Hillrom and the Customer, meant to educate Customer as to Hillrom's performance standards and Customer's responsibilities, but in no way meant to be a binding contract between the parties nor included as a part of the Agreement.

### 2. Definitions

Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Agreement or as referenced to definitions in its other exhibits.

2.1 "Business Day" means Monday through Friday, excluding Hillrom and/or Customer holidays.

2.2 "Business Hours" means 8:00 AM to 8:00 PM Eastern Time during a Business Day.

2.3 "Closure" occurs (or a Ticket is "Closed") when Hillrom confirms with the Customer Contact that the Ticket has been Resolved. If the Customer Contact indicates that the problem is not Resolved then the Ticket remains open and is not Resolved, subject to Hillrom's right to escalate the determination in accordance with the governance process. If Hillrom reasonably believes that the Ticket has been Resolved, and has made two (2) failed attempts to contact the Customer Contact to confirm, at least one of which is by email, then Hillrom may deem the Ticket Closed as of the time Hillrom believes the Error was Resolved, subject to such Ticket's being reopened if the Customer Contact subsequently notifies Hillrom that the Error is not Resolved. The time spent by Hillrom in confirming Closure after Resolution is not counted in determining compliance.

2.4 "Customer Contact" shall mean the technical representative of Customer that reports an Error to Hillrom.

2.5 "Documentation" means the then current published manuals, guides, or training materials provided by Hillrom to its Customers/End Users, in any form or format, which describe the technical specifications and performance characteristics of the Hillrom Provided Components.

2.6 "Error" means an instance in which Customer detects that the Product(s): (i) is not accessible through customary means, (ii) does not operate in a manner consistent with prior use, or (iii) does not perform in accordance with the Documentation. Error does not include time due to planned maintenance, service installation of upgrades and updates (unless planned maintenance, upgrade or update is required to correct an Error in the equipment causing down time), a down time caused by a Customer provided network or infrastructure, battery failure, equipment or third party materials, changes to or significant reconfiguration of Hillrom's Products or to any infrastructure supporting the Products that are not approved or authorized by Hillrom, Customer's failure to accept software upgrades made available by Hillrom or any causes beyond Hillrom's control including actions taken by Customer, its employees and contractors.

2.7 "Expected Acknowledgment Time" means the elapsed time between Ticket creation and the confirmed assignment of that Ticket to an individual to begin working towards Resolution.

2.8 "Expected Resolution Time" means the Resolution Time based on Severity Level as set forth in Table 1 in Section 3.4 below for Hillrom's process to Resolve a Ticket.

2.9 "Remote Access" refers to a server remote access protocol that is supplied or approved by Hillrom.

2.10 "Resolution" or "Resolve" means an understanding between the Customer and Hillrom that no further activity on a Ticket is required for reasons including: (i) the complete functional restoration of the Products, (ii) the implementation of a functionally and operationally satisfactory work around, or (iii) the acceptance on the part of the Customer that the issue is not technically resolvable for a commercially reasonable cost or in a timely manner. To avoid doubt, a Ticket may be Resolved in favor of a newly-created Ticket of lower priority for the same or similar issue if

2.11 "Resolution Time" means the period of time which elapses between: (i) the time when a Ticket is opened with Hillrom, (ii) the time when the Error is Resolved, and (iii) less time during which progress on the Ticket is solely under the VoalteNC\_Services Level Support 8.9.2022\_Final control and responsibility of the Customer or Hillrom is traveling to Customer site. For the avoidance of doubt, Resolution Time shall be measured to the time of Resolution and not the time of Closure, notwithstanding the need for Closure for each Ticket.

2.12 "Severity" means the numeric indication (1-4) established by the Customer consistent with the need to correct the Error. Further definition is given in Table 1 in Section 3.4.

2.13 "Success Ratio" has the meaning given in Section 3.2.

2.14 "Supported System" means the current generally available version of software or the version immediately prior and covered under an active SmartCare Services Agreement.

2.15 "Safety Stock" is a predetermined quantity of replacement devices that are held and maintained at a customer site for replacement purposes.

2.16 "Ticket" means the tracking file created by Hillrom at the first report from Customer of an Error and updated until Closure.

### 3. Resolution of Issues with Remote Technical Support Team

**3.1 Ability to Measure.** Hillrom acknowledges that Customer depends on Hillrom for timely Resolution of Errors arising from Customer's use of Hillrom Products or Services. Hillrom will utilize the methods and mechanisms it deems necessary to determine and report the timely Resolution of issues to Customer.

**3.2 Metric Definition.** The metric for Resolution of issues for a given month is the number of Tickets Resolved within the Expected Resolution Time given in Table 1 divided by the total number of Tickets Resolved in the month (the "Success Ratio"). For clarity, any Tickets not Resolved at the end of a month for which the Ticket duration is already in excess of the Expected Resolution Time will be added to the denominator of the above calculation, but shall only be counted towards one month and not multiple months.

**3.3 Reporting.** The Success Ratio shall be calculated as requested by Customer and reported no more than once per quarter upon request by Customer. In the event the Success Ratio falls below the Services Level Support guidelines, Customer shall provide notice to Hillrom no later than thirty (30) business days after Customer receives the Success Ratio for a given quarter.

**3.4 Service Level Expectations.**

**Table 1**

Severity	Description	Expected Acknowledgement Time	Expected Remote Support Resolution Time	Frequency of Response Updates ("Best Effort")	Target
1	Critical: System is unavailable, or performance is degraded to the point at which patient care in entire hospital(s) or care unit(s) are negatively impacted; no workaround is available.	30 minutes	8 hours	Hourly response while case is in trouble-shooting process until resolved or customer approves less frequent updates	90%
2	High: User's ability to perform basic critical functions is impaired in patient room(s); workarounds are unavailable, inefficient, or only partially effective.	60 minutes	16 Business Hours	Updates every 8 hours while case is in trouble-shooting process until resolved or customer approves less frequent updates	90%



3	Medium: User can perform basic functions; some features are unavailable, or loss of efficiency and effectiveness is evident; temporary workarounds are available.	12 hours	24 Business Hours	Updates every 72 hours while case is in trouble-shooting process until resolved or customer approves less frequent updates	90%
4	Low: User can perform materially all functions; minor inefficiencies, loss of effectiveness, or opportunity for improvement is evident.	24 Hours	40 Business hours or as mutually agreed	Updates weekly while case is in trouble-shooting process until resolved or customer approves less frequent updates	90%

**3.5 Field Resources Services Level Expectations.** If Hillrom needs to dispatch a field technician, then Hillrom will use commercially reasonable efforts to contact Customer within four (4) hours of dispatch. The assigned field technician will endeavor to arrive to Customer's site within twenty-four (24) hours of dispatch, depending on travel time. Field engineering resource or field tier two resource availability and arrival time is based on best effort.

**3.6 Remote Access Requirements.** A server remote access solution approved by Hillrom remote access administrators is required for support of the solutions. The Services Level Support described in this document cannot occur without an approved remote access solution in place. Administrative service accounts on the Hillrom solutions servers for Hillrom personnel are required for support of the applications. Customer-supplied remote access will not be approved without review and approval by Hillrom. Remote access requiring Hillrom to contact the Customer to obtain access on a daily basis or requiring "attended access" will not be approved. If the Customer provides a remote access solution instead of the remote access solution provided by Hillrom, the Customer will need to assign a contact person for management of remote access and may incur additional annual charges.

**3.7 Safety Stock.** Customer acknowledges that certain Errors may only be Resolved by replacing hardware. To ensure the fastest possible Resolution, Customer agrees to maintain a minimum quantity of spare hardware onsite ("Safety Stock"), which shall only be used for the purposes of replacement or repair work in connection with reported Error. Errors where Resolution is delayed due to missing or unavailable Safety Stock shall be excluded from the Success Ratio.

**3.8 Software Upgrades.** Upgrades are performed during local business hours. System and device certifications are completed onsite at Customer's location and adhere to our Quality Assurance Process documentation and standard work. Upgrades do not include any replacement of devices or hardware damaged prior to upgrade. Software upgrades do not include any additional cabling, device installation for new devices or movement of devices or network hardware. Additional charges may be incurred for any out-of-scope work associated with software Upgrades.

**3.9 Customer Support Responsibilities.** Customer agrees to designate an owner or team for basic system support troubleshooting and triaging technical support teams. First call from nursing staff would go to Customer contacts. Technical training packages are available for these teams if needed. Customer is responsible for all server-support including server functionality, server and database maintenance, operating systems licensure and maintaining current supported third party licensure.

**3.10 Supported Configuration Changes.** Certain configuration changes are supported under the Nurse Call Services Program's packages. Configuration changes are classified as Medium priority cases. Supported configuration changes are detailed in Table 2 below. Additional fees may be incurred to administer configuration changes not included in the list below.

**EXHIBIT A**  
**VOALTE (FORMERLY NAVICARE) NURSE CALL**  
**SERVICES TERMS AND CONDITIONS**

1. **Scope; Entire Agreement.** These Voalte Nurse Call Services Terms and Conditions apply to the maintenance, repair, support, and other services offered by Hill-Rom Company, Inc. ("Hillrom") that are described in the Voalte Nurse Call Services Program Details at <https://www.hillrom.com/serviceoptions/nursecall/>, as the same may be updated from time to time (each, a "Services Program"). The following documents, listed in order of precedence in the event of any inconsistency among them, constitute the agreement between Hillrom and Customer with respect to the Services Program ("Agreement"): (i) Hillrom's proposal ; (ii) these Voalte Nurse Call Services Terms and Conditions; and (iii) the Services Program description. To the extent Hillrom and Customer do not execute Hillrom's proposal , Customer's acceptance of any services performed by Hillrom signifies Customer's acceptance of the terms of the Agreement. The Agreement represents the entire agreement between Hillrom and Customer with respect to the Services Program and supersedes any other oral or written agreement between Hillrom and Customer. The Agreement will prevail over any conflicting terms in Customer's purchase order and may only be modified in a writing signed by both parties.
2. **Effective Date.** The effective date of the Agreement is as provided in Hillrom's proposal.
3. **Initial Term and Renewal.** Unless otherwise specified in Hillrom's proposal, the initial term, and each renewal term, of the Services Program is twelve (12) months. The Services Program may be renewed upon Hillrom's and Customer's execution of a renewal proposal, or, in the absence of a renewal proposal, upon Customer's timely payment of a renewal term invoice issued by Hillrom. Any entitlements not used during the applicable term of the Services Program do not roll over to the subsequent term.
4. **Payment Terms.** Customer must pay the annual fee for the Services Program in full in advance; the annual fee is not refundable. The fee does not include any applicable sales, use or other taxes payable by Customer. Payment is due net thirty (30) days from invoice date. Unless waived by Hillrom in writing, undisputed overdue invoices shall be subject to an overdue payment charge equal to the lesser of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay Hillrom for any and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Hillrom to collect any amounts owed to it. Customer may be obligated to accurately reflect and/or report any discount, rebate, or reduction in price in its costs claimed or charges made to federal (e.g., Medicare) or state (e.g., Medicaid) health care programs requiring such disclosure, and Hillrom's invoices may not reflect Customer's net cost. Customer may make written request to Hillrom in the event it requires additional information to meet applicable reporting or disclosure obligations.
5. **Suspension of Performance.** If Customer fails to comply with the net thirty (30) days payment term, Hillrom may suspend the performance of services upon five (5) days' written notice unless (i) Hillrom receives full payment, or (ii) the parties agree in writing to alternative payment arrangements. Hillrom reserves the right to cancel the Services Program upon written notice to Customer with immediate effect if Customer fails to rectify its non-payment or continues to default on its payment obligation.
6. **Exclusions; Cancellation.** The Services Programs do not cover damage to or failure of covered products, equipment, or software caused by, in whole or in part, the following as determined by Hillrom in its sole discretion: (i) modification or upgrade, improper repair, or relocation by anyone other than Hillrom; (ii) misuse or improper use, including failure to comply properly with routine maintenance requirements specified in the directions for use or service manual; (iii) natural disasters, extreme weather, or other catastrophe; (iv) loss of, or fluctuation in, electrical power, air conditioning or humidity control; (v) failure or refusal to implement software changes or updates; or (vi) use of non-Hillrom accessories, replacement parts, and/or third-party software not authorized in writing by Hillrom. In addition, the Services Programs do not cover products, equipment, or software with missing or altered serial numbers. Pursuant to this Section 6, if Customer or any third party modifies any covered Product, Hillrom may immediately cancel support for the modified Product by giving five (5) days' written notice of cancellation.
7. **Non-Solicitation.** To the extent permitted by applicable law, during the term of the Services Program and for a period of six (6) months following its expiration or cancellation, Customer agrees that it will not directly or indirectly: (i) induce any individual who has provided services to Customer on behalf of Hillrom within the 6-month period immediately preceding the expiration or cancellation of the Services Program to terminate his/her relationship with Hillrom; or (ii) assist, coordinate, or otherwise offer employment to, employ, or retain as an independent contractor



any individual who was employed by Hillrom at any time during the 6-month period immediately preceding the offer, employment, or retention without first paying to Hillrom a finder's fee equal to 50% of the annual fee for the Services Program.

8. **Warranty.** Hillrom warrants that it will perform services in a reasonably timely, professional, and workmanlike manner using trained and qualified personnel capable of performing services in accordance with industry standards. Hillrom's exclusive obligation, and Customer's exclusive remedy, for breach of the foregoing warranty is re-performance of defective services. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY HILLROM AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. NO EMPLOYEE OR REPRESENTATIVE OF HILLROM IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.
9. **Limitation of Liability.** Hillrom will not be liable for loss or damages because of delays or nonperformance resulting from any cause beyond Hillrom's reasonable foresight or control. IN NO EVENT WILL HILLROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF GOODWILL, OR LOSS OF DATA, OR ANY EXEMPLARY OR PUNITIVE DAMAGES. IN NO EVENT WILL HILLROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DIRECT DAMAGES IN AN AMOUNT GREATER THAN THE FEE FOR THE SERVICES PROGRAM PAYABLE BY CUSTOMER FOR THE 12-MONTH PERIOD IN WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OCCURRED.
10. **General.** Hillrom and Customer shall comply at all times with applicable federal and state laws and regulations. Customer may assign the Agreement upon notice to Hillrom.
11. Hillrom agrees to indemnify, defend and hold harmless CUSTOMER and CUSTOMER's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all third-party losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of counsel, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, to the extent arise out of or are in any way connected with any negligent act or intentional omission of Hillrom or Hillrom's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons, damage to any property, regardless of where located, including the property of CUSTOMER; and any workers' compensation claim or suit arising from or connected with any services performed by or on behalf of Hillrom by any person or entity. Further, Hillrom shall indemnify, defend and hold CUSTOMER, its officers, agents, servants and employees harmless from liability of any nature or kind as a result of CUSTOMER's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used under any Terms, provided that Hillrom's obligation is expressly conditioned upon the following: (i) that CUSTOMER shall promptly notify Hillrom in writing; (ii) that Hillrom shall have sole control of the defense or settlement; (iii) that CUSTOMER shall reasonably cooperate with Hillrom to facilitate the settlement or defense; and (iv) the action does not arise from any modification or customization of the product or services by or at the request of CUSTOMER. Notwithstanding anything to the contrary, Hillrom's limitations of liability shall not apply to, affect, or limit: (i) any of Hillrom's duties to indemnify Customer in accordance with this Agreement and/or (ii) any third-party claims.
12. Intentionally omitted. Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this Terms, Hillrom 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 Terms and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Hillrom provided under this Terms. Hillrom further agrees that if it carries out any of its duties under this Terms 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.

13. Audits, Inspection and Retention of Records. Hillrom agrees to maintain and make available to CUSTOMER, accurate books and records relative to all its activities under this Terms. Hillrom 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 Terms at CUSTOMER's costs and not more than once in any twelve (12) month period. Hillrom 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 Terms, 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 Terms shall have the same rights conferred upon CUSTOMER herein.
14. Health Insurance Portability and Accountability Act-HITECH. Hillrom 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 Hillrom agrees to execute a business associate agreement with CUSTOMER to supplement this Terms if requested, subject to the Parties' agreement upon terms and conditions of the business associate agreement.
15. Disqualified Persons. Exclusion From Federal Programs. To the best of Hillrom's knowledge, neither Hillrom nor any of its officers, U.S. employees, or directors are (i) currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs"); (ii) has been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) has been excluded, debarred or otherwise declared ineligible to participate, during the last five (5) years, in the Federal Healthcare Programs. [Hillrom will take prompt steps to correct any known non-compliance with any exclusion law or regulation and will notify [Customer] if it becomes aware of any such exclusion that likely will impact [Customer]'s reimbursement from the federal government.
16. Non-collusion Covenant. Hillrom 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 Terms with CUSTOMER. Hillrom has received no incentive or special payments, nor considerations, not related to the provision of services under this Terms from CUSTOMER.
17. Termination. Customer may terminate the renewal term early upon sixty (60) days' written notice to Hillrom; provided, however, that in such event, Customer shall be obligated to repay in full all Multi-Year Savings discount line items applied to the renewal term through the date of termination (the "Repayment Obligation"). Hillrom shall invoice Customer for the Repayment Obligation and Customer shall pay such invoice net 30 days from invoice date.
18. Independent Contractors. In performance of this Agreement, Hillrom shall be at all times acting as an independent contractor, and not an agent, employee, partner or joint venture of Customer. Neither Party shall have a the authority to assume or create an obligation, of whatever nature, on behalf of the other or to bind the other.



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

May 21, 2025

**Subject:** Proposed Amendment No. 1 to Personal/Professional Services Agreement 39922 with Parts Town, LLC

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

**Summary:**

Kern Medical requests your Board approve proposed Amendment No. 1 with Parts Town, LLC, for plumbing materials and supplies at KCHA facilities. On June 29, 2022, Kern Medical entered into a three (3) year agreement with Parts Town, LLC in an amount not exceed \$50,000. Proposed Amendment No. 1 extends the term for three (3) years, from June 29, 2025 to June 28, 2028, and increases the not to exceed amount by \$50,000, from \$50,000 to \$100,000.

Agreement	Previous Agreement	Proposed Increase	Variance
Original Agreement 39922	\$50,000		
Amendment No. 1		Extend to 6/28/2028 and \$50,000	
Total			\$100,000

Therefore, it is recommended that your Board approve proposed Amendment No. 1 to the Personal/Professional Services Agreement with Parts Town, LLC 39922, extending the term for three (3) years, from June 29, 2025 to June 28, 2028, and increasing the not to exceed amount from \$50,000 to \$100,00, an increase of \$50,000, and authorize Chairman to sign.

**KERN COUNTY HOSPITAL AUTHORITY PURCHASE ORDER TERMS & CONDITIONS  
AMENDMENT NO .1  
(Kern County Hospital Authority – Parts Town, LLC)**

This Amendment to Purchase Order #39922, effective 21st day of May 2025 ("Effective Date"), is between the Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center ("KCHA") and Parts Town, LLC ("Vendor"), with its principal place of business at 1200 Greenbriar Drive, Illinois 60101.

Vendors must comply with all instructions, and the following conditions shall apply to any order awarded pursuant to this Purchase Order:

WITNESSETH:

WHEREAS, KCHA and Vendor entered into a Purchase Agreement dated June 29, 2022 (KCHA Agt.#39922) ("Agreement"), for the period June 29, 2022 through June 28, 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):

- ☒ **Term.** The Agreement shall be extended from June 29, 2025 to June 28, 2028, unless sooner terminated as provided for in the Agreement.
- ☒ **Fees** payable by KCHA under the Agreement shall increase by \$50,000 from \$50,000 to \$100,000
- ☐ **Travel Expenses** payable by KCHA under the Agreement shall increase from by \$\_\_\_\_\_, from \$\_\_\_\_\_ to \$\_\_\_\_\_.
- ☐ **Services.** See Exhibits \_\_\_\_\_, attached hereto and incorporated herein by this reference, for revised Services.
- ☐ **Other**

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

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement has been executed as of the date indicated above.

**KERN COUNTY HOSPITAL AUTHORITY**  
Responsible KCHA Department

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

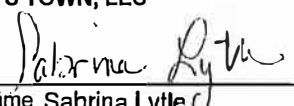
Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

By   
Scott Thygeson, Chief Executive Officer

Date: 4/16/2025


**PARTS TOWN, LLC**

By   
Name Sabrina Lytle  
Title Senior Director of Customer Partnerships  
"Vendor"

Date: 4/9/2025

**APPROVED AS TO FORM:**

Legal Services Department

By   
Hospital Authority  
Kern County Hospital Authority

Date: 4/11/25



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

May 21, 2025

**Subject:** Proposed approval of the Amended and Restated Kern County Hospital Authority Community Health Center Board of Directors Bylaws for Governance

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

**Summary:**

On January 15, 2025, your Board adopted a resolution to establish the Community Health Center Board of Directors (CHC) that states with specificity the responsibility for oversight of the Health Center Program project, to meet the Health Center Program requirements of an FQHC Look-Alike set forth in the Health Resources and Services Administration (HRSA) Health Center Program Compliance Manual ("Compliance Manual").

The Compliance Manual requires that the CHC Board, as the health center governing body, develop bylaws which specify the responsibilities of the CHC Board. On February 26, 2025, the CHC Board approved the Kern County Hospital Authority Community Health Center Board of Directors Bylaws for Governance, which your Board approved on March 19, 2025.

Subsequently, HRSA released updates to the Compliance Manual, including changes that required modifications to the CHC Bylaws. On April 23, 2025, the CHC Board approved the required revisions to the bylaws that clarify language on board member eligibility and include language related to the required powers of the board. Clean and redline versions of the Amended and Restated Bylaws approved by the CHC Board are attached for your ease of reference.

Therefore, it is recommended that your Board approve the proposed Amended and Restated Bylaws of the Kern County Hospital Authority Community Health Center Board of Directors and authorize the Chairman to sign.

**AMENDED AND RESTATED BYLAWS  
OF  
KERN COUNTY HOSPITAL AUTHORITY  
COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

**ARTICLE I: Mission and Purpose**

**Section 1.01 Mission Statement**

The Kern County Hospital Authority Community Health Center (“Health Center”) was created by the Kern County Hospital Authority Board of Governors to provide access to affordable, high-quality health care services and to preserve and strengthen the viability of the health care safety net in its service area in order to maintain and improve the health status of its patients through an operational structure that facilitates and improves the ability of Kern Medical Center to function.

**Section 1.02 Purpose**

The purpose of the Health Center is to act as the Co-Applicant organization in support of the Kern County Hospital Authority's (“Authority”) efforts to qualify as a Federally Qualified Health Center Look-Alike (“FQHC”) as defined in Section 330 of the Public Health Services Act or Section 186l(aa)(4) and Section 1905(1)(2)(B) of the Social Security Act, respectively, each as amended and interpreted by statute and governing regulations (collectively, the “Act”) as supervised and implemented by the Health Resources and Services Administration (“HRSA”). It is the intent of the Health Center to enter into a Co-Applicant Agreement with the Authority to establish the details of the relationship between the Health Center and the Authority.

**ARTICLE II: Governing Body**

**Section 2.01 Definition**

The governing body of the Health Center shall be known as the Kern County Hospital Authority Community Health Center Board of Directors (“CHC Board”).

**Section 2.02 Composition**

The CHC Board shall consist of nine (9) voting members, as follows:

- (a) At least five (5) of the members, or at least fifty-one percent (51%), of the CHC Board (“Members”) shall be patients served by the Health Center or the Health Center’s service area. These five Members shall, as a group and to the extent possible, represent individuals served by the Health Center based on race, ethnicity, sex and age. For purposes of board composition, a patient is an individual who has received at least one (1) service in the past twenty-four (24) months that generated a health center visit, where both the service and the site where the service was received are within the HRSA approved scope of project;
- (b) Non-patient members of the CHC Board shall be representative of the community served by the Health Center and shall be selected for their expertise in relevant subject areas;
- (c) No more than one-half of the non-patient members of the CHC Board may derive more than ten percent (10%) of their annual income from the health care industry;



- (d) The Health Center Executive Director shall serve as staff the CHC Board.

### **Section 2.03 Qualifications**

(a) Desired Qualifications

The CHC Board shall be composed of Members with the expertise necessary to enable the Health Center to achieve the highest quality of care and appropriate scope of services, including insights from patients of the Health Center. Members shall be full-time residents of the County of Kern, at least 18 years of age and representative of the Health Center patient population. To the extent feasible, non-patient members are selected to provide their collective relevant experience and skills including:

- (1) Knowledge of health care delivery systems;
- (2) An understanding of finance and banking;
- (3) Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of health care services;
- (4) An understanding of local government and needs of the community;
- (5) Experience with social services and community-based organizations.

(b) Disqualified Persons

The following types of persons may not serve as Members of the CHC Board:

- (1) An employee of the Health Center or the Authority, or spouse or child, parent, brother or sister by blood marriage or adoption of such an employee of the Health Center or the Authority;
- (2) Persons who are or may be in competition with, or otherwise have a conflict of interest with the Health Center or Authority;
- (3) Any persons excluded from participation in a federal or state health care programs, or is currently suspended from participation in any such program;
- (4) Any person who has been convicted of a felony, or has been convicted or subject to discipline for any crime involving moral turpitude;
- (5) Any person who holds an incompatible office;
- (6) Any person whose service as a Member would constitute having an interest in a contract as provided by Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.

### **Section 2.04 Reappointment and End of Term of the CHC Board**

- (a) A Member whose term is expiring and who is eligible for reappointment shall not be required to submit a new application for reappointment if such Member notifies the Chair of the CHC Board in writing of his or her intent to seek reappointment.

- (b) For a Member appointed by the Authority Board of Governors, the CHC Board shall notify the Board of Governors of the Member's intent to continue to serve on the CHC Board and the Board of Governors may reappoint the Member or may deny the reappointment and create a vacancy.
- (c) For a Member appointed by the CHC Board, the CHC Board may reappoint the Member or may deny the reappointment and create a vacancy.

## **Section 2.05 Manner of Appointment for Vacancies on the CHC Board**

### **(a) Recruitment**

Announcement of CHC Board vacancies shall be posted on the Authority and Health Center websites and at the Health Center locations. The announcement shall include minimum qualifications, submission deadline and, if applicable the CHC Board interview date.

### **(b) Applications**

- (1) All applicants shall complete the application process by submitting by the submission deadline (1) a complete an approved application and (2) a security clearance consent form. The application and the security consent form may be modified from time to time.
- (2) The Health Center Executive Director shall post the required notice that applications are being accepted.
- (3) Applications shall be accepted from all eligible persons.
- (4) Applications to serve on the CHC Board may be made by submitting a completed application to: Kern County Hospital Authority Community Health Center, 1700 Mount Vernon Avenue, Bakersfield, CA 93306, Attn.: Executive Director.
- (5) The completed applications of all qualified candidates for Members appointed by the CHC Board shall be submitted to the CHC Board at least thirty (30) days prior to the scheduled meeting of the CHC Board to consider appointment of an individual to fill any Majority vacancy of the CHC Board.
- (6) The completed applications of all qualified candidates for Members appointed by the Authority Board of Governors shall be considered at a regularly scheduled meeting of the Board of Governors to fill any Minority vacancy of the CHC Board.

### **(c) Selection**

- (1) Selection of Vacant CHC Board Positions:
  - a. The CHC Board shall appoint five (5) Members (a "Majority") to the CHC Board:
    - 1. The Authority shall forward to the CHC Board all applications received by all qualified applicants to fill any vacancy to be appointed by the CHC Board. The CHC Board may consider any such application to fill a vacancy
  - b. The Authority Board of Governors shall appoint four (4) Members (a "Minority") to the CHC Board:

1. The Authority shall forward to the Board of Governors all applications received by all qualified applicants to fill any vacancy to be appointed by the Board of Governors. The Board of Governors may consider any such application to fill a vacancy. Notwithstanding the foregoing, the Authority shall appoint only one (1) non-patient board member.
  - c. A qualified applicant shall remain in the pool of qualified applicants to serve on the CHC Board for a period of three (3) years and may be considered for appointment to any vacancy occurring during that time period for which he or she is qualified. A qualified applicant may withdraw his or her name from consideration to serve on the CHC Board at any time.
  - d. The Authority Board of Governors and the CHC Board shall consider qualified applicants for appointment, but shall not be bound to appoint any such individual. Only qualified individuals who have formally applied for membership on the CHC Board and have passed security clearance may be appointed to the CHC Board. Depending on whether the vacancy is a Majority or Minority appointment, the Board of Governors or the CHC Board may make an appointment from the pool of qualified applicants or request the submission of additional candidates to fill the vacancy, within thirty (30) days of receiving the list of qualified applicants.
- (2) Selection of Members for Midterm Vacancies
- a. In the event of a vacancy occurring before the expiration of a Member's term, all applications from qualified applicants shall be forwarded to the Authority Board of Governors if a Minority appointment or to the CHC Board if a Majority appointment. The list of qualified candidates and copies of their applications shall be submitted within sixty (60) days after the vacancy occurs.
  - b. Within thirty (30) days of receiving the names of qualified candidates to fill a midterm vacancy, or at its next regularly scheduled meeting, if such meeting occurs later than thirty (30) days after receiving candidates' names, the Authority Board of Governors or CHC Board, as the case may be, shall act to either: (a) appoint an individual to serve the remaining term of a Member; or (b) ask for additional qualified applicants.

## **Section 2.06 Term of Office**

- (a) The Term of Office for appointed Members shall conform to the following:
  - (1) Each Member shall hold office for a term of three years, except the Members initially appointed shall have staggered terms of one, two, and three years. The Authority Board of Governors shall determine which Members shall be appointed to terms of one, two, or three years when making the initial appointments.
  - (2) The first term for the initial appointed Members of the CHC Board shall commence on the date of the initial CHC Board meeting and shall end at midnight on June 30 of the year in which the Member has served his or her initial term of office of one, two, or three years, as the case may be.

- (3) Terms for Members other than the initial Members shall commence on July 1, or the date of the first scheduled CHC Board meeting subsequent to his or her appointment if the Member is appointed to fill a vacancy.
  - (4) An individual who is appointed to fill a vacancy mid-term shall have the balance of that term as his or her initial term.
- (b) Reappointment
  - (1) Members may serve an unlimited number of terms if reappointed by either the CHC Board or the Authority Board of Governors.
  - (2) Each Member, whether serving an initial term or reappointed to a subsequent term, shall serve continuously until the expiration of his or her then-current term, or until a replacement is appointed, whichever occurs last.

## **Section 2.07 Vacancies; Removal**

- (a) Attendance
  - (1) A Member shall automatically be removed from office, and said office shall become vacant, if within a one-year period of time, he or she fails to attend any combination of three (3) properly noticed regular and/or special meetings of the CHC Board without having secured, either in advance of or promptly after the missed meeting, approval from majority of the other Members of the CHC Board, or from the Chair of the CHC Board, to miss the meeting.
  - (2) The CHC Board shall advise in writing the Member of the pending removal under this section and shall recite facts forming the basis for such removal. The removal shall become effective forty-five (45) days after the Member has been notified, without further action, unless action is taken to reinstate the Member for the balance of his or her term within the forty-five (45) day period.
- (b) Removal
  - (1) A Member appointed by the CHC Board may be removed by the CHC Board during his or her term with or without cause, on its own initiative.
  - (2) A Member appointed by the Authority Board of Governors may be removed from the CHC Board during his or her term with or without cause, on its own initiative.
- (c) Resignation

A Member may resign by submitting a letter of resignation to the Chair of the CHC Board.
- (d) Vacancies

Vacancies shall be filled pursuant section 2.05.

## **Section 2.08 Reimbursement and Compensation**

Members may be reimbursed for actual and reasonable expenses incurred in the performance of official business of the Health Center as assigned by the CHC Board. Members shall not receive any other compensation for their service on the CHC Board or committees.

## **Section 2.09 Conflict of Interest**

### **(a) Conflict of Interest Code**

The CHC Board and officers shall be subject to the Authority's Conflict of Interest Policy and Code.

### **(b) Code of Conduct and Business Ethics**

The CHC Board and officers shall (1) be subject to the Authority's Code of Conduct and Business Ethics policy, (2) conduct their activities in conformity with the applicable laws and regulations related to impartiality in the conduct of Health Center business, and (3) disclose any actual or potential conflict of interest and refrain from voting on approval, participation in discussion, taking any action, or attempting to influence decisions on any matters having a material effect on his/her personal or private interest. Neither Members nor officers of the Health Center may act in a manner that creates the appearance of a conflict with the objective exercise of his or her official duties.

## **Section 2.10 Confidentiality: Public Statements**

In the course of carrying out his or her duties or responsibilities, each Member shall receive or have access to confidential information, including, without limitation, patient information, confidential financial, operational, business and planning information, trade secrets, personal information about employees or staff, information and data related to or derived from provider credentialing, discipline, governance and appeals processes or quality assessment and performance improvement processes (collectively, "Proprietary Information"). Subject to the Brown Act, the Public Records Act, or other applicable laws regarding disclosure, each Member is required (a) to keep and maintain such Proprietary Information solely for the purpose of carrying out his or her responsibilities as a Member, (b) to use and disclose such Proprietary Information solely for the purpose of carrying out his or her responsibilities as a Member, and (c) not to directly or indirectly disclose such Proprietary Information to any third person without the prior written approval of the CHC Board, following a vote of the CHC Board approving such disclosure. No Member shall make a public statement on behalf of the CHC Board, or in a manner that appears to be on behalf of the CHC Board, unless a majority of the CHC Board has given prior authorization for the public statement by a motion duly adopted.

## **Section 2.11 Role of the Authority Board of Governors**

The Authority Board of Governors has all powers relative to the Health Center set forth in the Co-Applicant Agreement, which may be modified from time to time subject to a formal written amendment signed by authorized representatives of the Board of Governors and the CHC Board.

Notwithstanding the foregoing, the Authority Board of Governors shall:

- (1) Approve the Health Center's annual budget after the budget is approved by the CHC Board. The Board of Governors may either approve or reject the Health Center's budget in its entirety or approve or reject individual line items in the budget. If the

Health Center fails to provide a budget, the Board of Governors shall adopt an annual budget for the Health Center.

- (2) Maintain policymaking authority over financial management and accounting systems for the Health Center.
- (3) Employ the Health Center Executive Director and all staff of the Health Center and maintain policymaking authority over all personnel matters related to the Health Center.
- (4) Conduct all business pertaining to the exclusive bargaining unit(s) of the Authority.
- (5) Provide all other services to the Health Center, as agreed to in writing between the Authority Board of Governors and the CHC Board.
- (6) Arrange for and provide legal services to the Health Center and shall bill the Health Center accordingly.
- (7) Maintain organization of the physicians, dentists, podiatrists, and other health professionals expressly granted clinical privileges in the Medical Staff of Kern Medical Center.

## **Section 2.12 Powers and Duties of the CHC Board**

The Health Center shall have the authority for oversight of the Health Center Program project, as set forth in the HRSA Health Center Program Compliance Manual, most recently updated March 2025, and the Co-Applicant Agreement, including the following required authorities and responsibilities:

- (a) Holding monthly meetings where a quorum is present to ensure the Health Center has the ability to exercise its required authorities and functions;
- (b) Approving the selection, evaluation and, if necessary, the termination or dismissal of the Health Center's Executive Director;
- (c) Establishing and/or approving policies that govern the operations of the Health Center, including evaluating and approving updates to policies regarding the sliding fee discount program, quality improvement and assessment, and billing and collections;
- (d) Approving the annual Health Center Program project budget and applications;
- (e) Evaluating the performance of the Health Center based on quality assurance/quality improvement assessments and ensuring appropriate follow-up actions are taken regarding achievement of project objectives, service utilization patterns, quality of care, efficiency and effectiveness of the Health Center, and patient satisfaction, including addressing any patient grievances;
- (f) Monitoring the financial status of the Health Center, including reviewing the results of the annual audit, and ensuring appropriate follow-up actions are taken;
- (g) Conducting long-range/strategic planning;

- (h) Assuring that the Health Center operates in compliance with applicable federal, state and local laws and regulations;
- (i) Approve the Health Center services and the location and hours of operation of the Health Center sites;
- (j) Evaluating the performance of the Health Center Executive Director annually.

No other individual, entity, or committee reserves approval authority or has veto power over the CHC Board with regard to the required authorities and functions. The Health Center shall not enter into collaborations or agreements with other entities that restrict or infringe upon the CHC Board's required authorities and functions. The CHC Board may not adopt any policy or practice, or take any action, which is inconsistent with the Authority's enabling statute or ordinance or which alters the scope of any rights and authorities retained by the Authority and its Board of Governors, as set forth in the Co-Applicant Agreement.

### **Section 2.13 Open and Public Meetings**

All meetings of the CHC Board and all standing committees that have continuing subject matter jurisdiction shall be conducted in accordance with the Ralph M. Brown Act and shall have legal counsel present. Each meeting shall have an agenda, structured and posted as required by law. A written record of proceedings of all meetings of the CHC Board and of committees of the CHC Board shall be kept on file. A quorum is required to conduct business and make recommendations. A quorum shall be constituted by the presence of a majority of the authorized number of Members of the CHC Board. A majority vote of those Members present and voting is required to take any action. No Member may vote on or participate in any matter that materially affects his or her personal financial interest within the meaning of the Political Reform Act. Each Member shall be entitled to one vote. Voting must be in person; no telephonic, virtual or proxy votes will be accepted. All meetings shall be conducted in Bakersfield, California, at the administrative offices of the Health Center, or at such other location within the County of Kern designated by the CHC Board as permitted under the Brown Act.

## **Article III: CHC Board Officers**

### **Section 3.01 List of Officers**

- (a) Chair
- (b) Vice-Chair
- (c) Secretary/Treasurer
- (d) Executive Director (ex-officio)
- (e) Chief Financial Officer (ex-officio)
- (f) Other officers deemed necessary by the CHC Board Section

### **Section 3.02 Appointment; Terms of Office**

- (a) Officers, except for ex-officio officers, are elected by the CHC Board at the first meeting of each fiscal year commencing July 1, 2026 from among its own Members.

- (b) Officers, except for ex-officio officers, are elected for a period of one (1) year and shall serve until a successor has been duly elected. A Member of the CHC Board may hold an office for any number of terms, whether or not consecutive
- (c) A Member shall not simultaneously hold more than one CHC Board office.

### **Section 3.03 Duties of the Officers**

- (a) The Chair shall:
  - (1) Preside at all meetings of the CHC Board;
  - (2) Be an ex-officio, non-voting member of all committees;
  - (3) Execute correspondence, contracts, conveyances, and other written instruments as properly authorized by the CHC Board;
  - (4) Perform such other duties as authorized by the CHC Board.
- (b) The Vice-Chair shall:
  - (1) In the absence of the Chair assume the duties of the Chair;
  - (2) Perform such reasonable duties as may be required by the Members of the CHC Board, or by the Chair of the CHC Board acting within the scope of his or her authority.
- (c) The Secretary/Treasurer shall:
  - (1) Keep, or cause to be kept, accurate and complete minutes of all meetings, call meetings on order of the Chair, attend to all correspondence of the CHC Board, and perform such other duties as ordinarily pertain to his or her office;
  - (2) Perform all duties related to record keeping as assigned by the CHC Board.
- (d) The Health Center Executive Director (see Article IV).
- (e) The Health Center Chief Financial Officer.

The Health Center Financial Officer shall be appointed by the Health Center Executive Director, and employed, contracted with, or otherwise engaged by the Authority, and shall not be a Member of the CHC Board. The Chief Financial Officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the business transactions of the Health Center, including (without limitation) accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all times be open to inspection by any Member of the CHC Board or any member of the Authority Board of Governors or their designees. The Chief Financial Officer shall have such other powers and perform other such duties as may be prescribed by the CHC Board from time to time.

### **Section 3.03 Vacancies and Removal of Officers**

- (a) A vacancy in any office shall be filled by nomination and election by the CHC Board as soon as is reasonably possible. The Health Center Executive Director shall be appointed as provided in Article V.



- (b) Officers may resign at any time by providing written notice to the Chair with a copy to the Health Center Executive Director, or be removed by a majority vote of the CHC Board at a scheduled meeting where a quorum is present.

#### **Article IV: Executive Director of the Health Center**

##### **Section 4.01 Selection; Authority to Act; Relationship to CHC Board and Authority Board of Governors**

- (a) The CHC Board shall appoint a competent and experienced Health Center Executive Director to have responsibility for the general management of the Health Center. Subject to the rights of the CHC Board, the Health Center Executive Director shall be employed, contracted with, or otherwise engaged by the Authority.
- (b) The Health Center Executive Director shall be given necessary authority to operate the Health Center in all its activities and departments and shall be held responsible for the administration of the Health Center, subject to these Bylaws, and to the direction, policies, or orders of the CHC Board or by any of the committees to which the CHC Board has lawfully delegated authority for such action.
- (c) Subject to the control of the CHC Board and the scope of his or her lawful authority as it may be defined from time to time by the CHC Board, the Health Center Executive Director shall act as the duly authorized representative of the Health Center in all matters in which the CHC Board has not formally designated some other person to so act.
- (d) Subject to the approval of the CHC Board, the Health Center Executive Director shall designate a member of the Health Center staff to serve as an interim Executive Director during periods of absence of more than three (3) working days where the Executive Director is unable to substantially perform his or her duties. In the event of the absence of both the Executive Director and the interim Executive Director, the duties of the Administrator shall be assumed by a standby Executive Director designated by the Executive Director, subject to the approval by the CHC Board.

##### **Section 4.02 Powers and Duties**

The Health Center Executive Director shall be the general manager of the Health Center, and shall have the authority to exercise supervision over the general business and affairs of the Health Center in accordance with the statement of duties and responsibilities adopted by the CHC Board, including, but not limited, to the following:

- (a) Establish and implement rules, regulations, policies and procedures necessary to carry out the objectives and goals of the Health Center;
- (b) Plan for outpatient services and facilities, and other medical services to promote population health in the County of Kern;
- (c) Prepare and recommend budgets;
- (d) Coordinate with Authority departments in promoting community health efforts;
- (e) Ensure compliance with all laws, policies and requirements of governmental and legal bodies relevant to the operation of the Health Center;

- (f) Perform such duties assigned by the CHC Board and required by these Bylaws or applicable law.

### **Section 4.03 Performance Monitoring**

The CHC Board shall conduct a formal performance evaluation of the Health Center Executive Director at least annually. In the event the CHC Board determines that the Executive Director's performance requires improvement, the CHC Board may develop a written performance improvement plan indicating areas of concern. The CHC Board may remove the Executive Director from his or her position within the Health Center. Decisions regarding the employment status of the Executive Director are retained by the Authority.

## **Article V: Medical Staff**

### **Section 5.01 Medical Staff; Provider Credentialing**

- (a) The organization and oversight of the Health Center medical staff shall be provided by the Authority.
- (b) The CHC Board delegates its authority to the Executive Director of the Health Center to determine if a licensed or certified health care practitioner meets credentialing requirements based on approved policies and procedure. The Executive Director shall review policies and procedures annually to ensure compliance with HRSA Primary Care regulations.

## **Article VI: Quality Assessment and Performance Improvement**

The CHC Board shall ensure that the Health Center has an ongoing, health center-wide, data-driven program for quality assessment and performance improvement ("QAPI Program"), which reflects the complexity of the Health Center's organization and services. The QAPI Program shall involve all the Health Center services and focus on indicators related to improved health outcomes and the prevention and reduction of medical errors. The CHC Board shall ensure that the QAPI Program is defined, implemented, and maintained and that the Health Center maintain and be able to demonstrate evidence of its QAPI program for review. The Health Center shall use the data collected to (a) monitor the effectiveness and safety of services and quality of care, (b) identify opportunities for improvement and changes that will lead to improvement, and (c) ensure that a process is developed for hearing and resolving patient grievances. The CHC Board shall ensure that the QAPI Program operates in accordance with applicable law, regulations, and accreditation requirements.

## **Article VII: Fiscal Year**

The fiscal year of the Health Center shall commence on July 1 and end on June 30.

## **Article VIII: Indemnification and Insurance**

Directors, officers, employees, and contractors of the Health Center shall have such immunity from liability as provided by law for individuals serving in such capacity, and shall be indemnified for any loss, cost, or expense related to any claim for liability in connection with the Health Center including, without limitation, the cost of legal defense, to the extent provided by law.

The Authority shall arrange for and maintain appropriate insurance coverage for the Health Center, its officers, directors, agents, and employees. All officers, directors, agents, and employees shall be properly bonded.

**Article X: Adoption of and Amendment to Bylaws**

**Section 9.01 Amendment of Bylaws**

These Bylaws may be amended by a majority vote of the Authority Board of Governors.

**APPROVED** by the Kern County Hospital Authority Board of Governors on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

KERN COUNTY HOSPITAL AUTHORITY

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

KERN COUNTY HOSPITAL AUTHORITY  
COMMUNITY HEALTH CENTER BOARD

By   
Chairman, Board of Directors

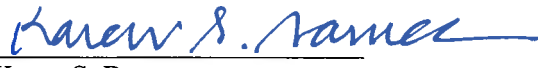
APPROVED AS TO CONTENT:  
KERN COUNTY HOSPITAL AUTHORITY

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

APPROVED AS TO CONTENT:  
COMMUNITY HEALTH CENTER

By   
Renee Villanueva  
Executive Director

APPROVED AS TO FORM:

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

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**KERN COUNTY HOSPITAL AUTHORITY**  
**COMMUNITY HEALTH CENTER BOARD OF DIRECTORS**

**ARTICLE I: Mission and Purpose**

**Section 1.01 Mission Statement**

The Kern County Hospital Authority Community Health Center (“Health Center”) was created by the Kern County Hospital Authority Board of Governors to provide access to affordable, high-quality health care services and to preserve and strengthen the viability of the health care safety net in its service area in order to maintain and improve the health status of its patients through an operational structure that facilitates and improves the ability of Kern Medical Center to function.

**Section 1.02 Purpose**

The purpose of the Health Center is to act as the Co-Applicant organization in support of the Kern County Hospital Authority's (“Authority”) efforts to qualify as a Federally Qualified Health Center Look-Alike (“FQHC”) as defined in Section 330 of the Public Health Services Act or Section 186l(aa)(4) and Section 1905(1)(2)(B) of the Social Security Act, respectively, each as amended and interpreted by statute and governing regulations (collectively, the “Act”) as supervised and implemented by the Health Resources and Services Administration (“HRSA”). It is the intent of the Health Center to enter into a Co-Applicant Agreement with the Authority to establish the details of the relationship between the Health Center and the Authority.

**ARTICLE II: Governing Body**

**Section 2.01 Definition**

The governing body of the Health Center shall be known as the Kern County Hospital Authority Community Health Center Board of Directors (“CHC Board”).

**Section 2.02 Composition**

The CHC Board shall consist of nine (9) voting members, as follows:

- (a) At least five (5) of the members, or at least fifty-one percent (51%), of the CHC Board (“Members”) shall be patients served by the Health Center or the Health Center’s service area. These five Members shall, as a group and to the extent possible, represent individuals served by the Health Center based on race, ethnicity, ~~gender-sex~~ and age. For purposes of board composition, a patient is an individual who has received at least one (1) ~~in-scope service at the Health Center in the past twenty-four (24) months~~ service in the past twenty-four (24) months that generated a health center visit, where both the service and the site where the service was received are within the HRSA approved scope of project;
- (b) Non-patient members of the CHC Board shall be representative of the community served by the Health Center and shall be selected for their expertise in relevant subject areas;
- (c) No more than one-half of the non-patient members of the CHC Board may derive more

than ten percent (10%) of their annual income from the health care industry;

- (d) The Health Center Executive Director shall serve as staff the CHC Board.

### **Section 2.03 Qualifications**

(a) **Desired Qualifications**

The CHC Board shall be composed of Members with the expertise necessary to enable the Health Center to achieve the highest quality of care and appropriate scope of services, including insights from patients of the Health Center. Members shall be full-time residents of the County of Kern, at least 18 years of age and representative of the Health Center patient population. To the extent feasible, non-patient members are selected to provide their collective relevant experience and skills including:

- (1) Knowledge of health care delivery systems;
- (2) An understanding of finance and banking;
- (3) Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of health care services;
- (4) An understanding of local government and needs of the community;
- (5) Experience with social services and community-based organizations.

(b) **Disqualified Persons**

The following types of persons may not serve as Members of the CHC Board:

- (1) An employee of the Health Center or the Authority, or spouse or child, parent, brother or sister by blood marriage or adoption of such an employee of the Health Center or the Authority;
- (2) Persons who are or may be in competition with, or otherwise have a conflict of interest with the Health Center or Authority;
- (3) Any persons excluded from participation in a federal or state health care programs, or is currently suspended from participation in any such program;
- (4) Any person who has been convicted of a felony, or has been convicted or subject to discipline for any crime involving moral turpitude;
- (5) Any person who holds an incompatible office;
- (6) Any person whose service as a Member would constitute having an interest in a contract as provided by Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.

### **Section 2.04 Reappointment and End of Term of the CHC Board**

- (a) A Member whose term is expiring and who is eligible for reappointment shall not be required to submit a new application for reappointment if such Member notifies the Chair of the CHC Board in writing of his or her intent to seek reappointment.
- (b) For a Member appointed by the Authority Board of Governors, the CHC Board shall notify the Board of Governors of the Member's intent to continue to serve on the CHC Board and the Board of Governors may reappoint the Member or may deny the reappointment and create a vacancy.
- (c) For a Member appointed by the CHC Board, the CHC Board may reappoint the Member or may deny the reappointment and create a vacancy.

## **Section 2.05 Manner of Appointment for Vacancies on the CHC Board**

### **(a) Recruitment**

Announcement of CHC Board vacancies shall be posted on the Authority and Health Center websites and at the Health Center locations. The announcement shall include minimum qualifications, submission deadline and, if applicable the CHC Board interview date.

### **(b) Applications**

- (1) All applicants shall complete the application process by submitting by the submission deadline (1) a complete an approved application and (2) a security clearance consent form. The application and the security consent form may be modified from time to time.
- (2) The Health Center Executive Director shall post the required notice that applications are being accepted.
- (3) Applications shall be accepted from all eligible persons.
- (4) Applications to serve on the CHC Board may be made by submitting a completed application to: Kern County Hospital Authority Community Health Center, 1700 Mount Vernon Avenue, Bakersfield, CA 93306, Attn.: Executive Director.
- (5) The completed applications of all qualified candidates for Members appointed by the CHC Board shall be submitted to the CHC Board at least thirty (30) days prior to the scheduled meeting of the CHC Board to consider appointment of an individual to fill any Majority vacancy of the CHC Board.
- (6) The completed applications of all qualified candidates for Members appointed by the Authority Board of Governors shall be considered at a regularly scheduled meeting of the Board of Governors to fill any Minority vacancy of the CHC Board.

### **(c) Selection**

- (1) Selection of Vacant CHC Board Positions:
  - a. The CHC Board shall appoint five (5) Members (a "Majority") to the CHC Board:

1. The Authority shall forward to the CHC Board all applications received by all qualified applicants to fill any vacancy to be appointed by the CHC Board. The CHC Board may consider any such application to fill a vacancy
- b. The Authority Board of Governors shall appoint four (4) Members (a “Minority”) to the CHC Board:

1. The Authority shall forward to the Board of Governors all applications received by all qualified applicants to fill any vacancy to be appointed by the Board of Governors. The Board of Governors may consider any such application to fill a vacancy. Notwithstanding the foregoing, the Authority shall appoint only one (1) non-patient board member.
- c. A qualified applicant shall remain in the pool of qualified applicants to serve on the CHC Board for a period of three (3) years and may be considered for appointment to any vacancy occurring during that time period for which he or she is qualified. A qualified applicant may withdraw his or her name from consideration to serve on the CHC Board at any time.
- d. The Authority Board of Governors and the CHC Board shall consider qualified applicants for appointment, but shall not be bound to appoint any such individual. Only qualified individuals who have formally applied for membership on the CHC Board and have passed security clearance may be appointed to the CHC Board. Depending on whether the vacancy is a Majority or Minority appointment, the Board of Governors or the CHC Board may make an appointment from the pool of qualified applicants or request the submission of additional candidates to fill the vacancy, within thirty (30) days of receiving the list of qualified applicants.

(2) Selection of Members for Midterm Vacancies

- a. In the event of a vacancy occurring before the expiration of a Member’s term, all applications from qualified applicants shall be forwarded to the Authority Board of Governors if a Minority appointment or to the CHC Board if a Majority appointment. The list of qualified candidates and copies of their applications shall be submitted within sixty (60) days after the vacancy occurs.
- b. Within thirty (30) days of receiving the names of qualified candidates to fill a midterm vacancy, or at its next regularly scheduled meeting, if such meeting occurs later than thirty (30) days after receiving candidates’ names, the Authority Board of Governors or CHC Board, as the case may be, shall act to either: (a) appoint an individual to serve the remaining term of a Member; or (b) ask for additional qualified applicants.

**Section 2.06 Term of Office**

- (a) The Term of Office for appointed Members shall conform to the following:
  - (1) Each Member shall hold office for a term of three years, except the Members initially appointed shall have staggered terms of one, two, and three years. The Authority Board of Governors shall determine which Members shall be appointed to terms of one, two,

or three years when making the initial appointments.

- (2) The first term for the initial appointed Members of the CHC Board shall commence on the date of the initial CHC Board meeting and shall end at midnight on June 30 of the year in which the Member has served his or her initial term of office of one, two, or three years, as the case may be.
- (3) Terms for Members other than the initial Members shall commence on July 1, or the date of the first scheduled CHC Board meeting subsequent to his or her appointment if the Member is appointed to fill a vacancy.
- (4) An individual who is appointed to fill a vacancy mid-term shall have the balance of that term as his or her initial term.

(b) Reappointment

- (1) Members may serve an unlimited number of terms if reappointed by either the CHC Board or the Authority Board of Governors.
- (2) Each Member, whether serving an initial term or reappointed to a subsequent term, shall serve continuously until the expiration of his or her then-current term, or until a replacement is appointed, whichever occurs last.

**Section 2.07 Vacancies; Removal**

(a) Attendance

- (1) A Member shall automatically be removed from office, and said office shall become vacant, if within a one-year period of time, he or she fails to attend any combination of three (3) properly noticed regular and/or special meetings of the CHC Board without having secured, either in advance of or promptly after the missed meeting, approval from majority of the other Members of the CHC Board, or from the Chair of the CHC Board, to miss the meeting.
- (2) The CHC Board shall advise in writing the Member of the pending removal under this section and shall recite facts forming the basis for such removal. The removal shall become effective forty-five (45) days after the Member has been notified, without further action, unless action is taken to reinstate the Member for the balance of his or her term within the forty-five (45) day period.

(b) Removal

- (1) A Member appointed by the CHC Board may be removed by the CHC Board during his or her term with or without cause, on its own initiative.
- (2) A Member appointed by the Authority Board of Governors may be removed from the CHC Board during his or her term with or without cause, on its own initiative.

(c) Resignation

A Member may resign by submitting a letter of resignation to the Chair of the CHC Board.



(d) Vacancies

Vacancies shall be filled pursuant section 2.05.

**Section 2.08 Reimbursement and Compensation**

Members may be reimbursed for actual and reasonable expenses incurred in the performance of official business of the Health Center as assigned by the CHC Board. Members shall not receive any other compensation for their service on the CHC Board or committees.

**Section 2.09 Conflict of Interest**

(a) Conflict of Interest Code

The CHC Board and officers shall be subject to the Authority's Conflict of Interest Policy and Code.

(b) Code of Conduct and Business Ethics

The CHC Board and officers shall (1) be subject to the Authority's Code of Conduct and Business Ethics policy, (2) conduct their activities in conformity with the applicable laws and regulations related to impartiality in the conduct of Health Center business, and (3) disclose any actual or potential conflict of interest and refrain from voting on approval, participation in discussion, taking any action, or attempting to influence decisions on any matters having a material effect on his/her personal or private interest. Neither Members nor officers of the Health Center may act in a manner that creates the appearance of a conflict with the objective exercise of his or her official duties.

**Section 2.10 Confidentiality: Public Statements**

In the course of carrying out his or her duties or responsibilities, each Member shall receive or have access to confidential information, including, without limitation, patient information, confidential financial, operational, business and planning information, trade secrets, personal information about employees or staff, information and data related to or derived from provider credentialing, discipline, governance and appeals processes or quality assessment and performance improvement processes (collectively, "Proprietary Information"). Subject to the Brown Act, the Public Records Act, or other applicable laws regarding disclosure, each Member is required (a) to keep and maintain such Proprietary Information solely for the purpose of carrying out his or her responsibilities as a Member, (b) to use and disclose such Proprietary Information solely for the purpose of carrying out his or her responsibilities as a Member, and (c) not to directly or indirectly disclose such Proprietary Information to any third person without the prior written approval of the CHC Board, following a vote of the CHC Board approving such disclosure. No Member shall make a public statement on behalf of the CHC Board, or in a manner that appears to be on behalf of the CHC Board, unless a majority of the CHC Board has given prior authorization for the public statement by a motion duly adopted.

**Section 2.11 Role of the Authority Board of Governors**

The Authority Board of Governors has all powers relative to the Health Center set forth in the Co-Applicant Agreement, which may be modified from time to time subject to a formal written amendment signed by authorized representatives of the Board of Governors and the CHC Board.

Notwithstanding the foregoing, the Authority Board of Governors shall:

- (1) Approve the Health Center's annual budget after the budget is approved by the CHC Board. The Board of Governors may either approve or reject the Health Center's budget in its entirety or approve or reject individual line items in the budget. If the Health Center fails to provide a budget, the Board of Governors shall adopt an annual budget for the Health Center.
- (2) Maintain policymaking authority over financial management and accounting systems for the Health Center.
- (3) Employ the Health Center Executive Director and all staff of the Health Center and maintain policymaking authority over all personnel matters related to the Health Center.
- (4) Conduct all business pertaining to the exclusive bargaining unit(s) of the Authority.
- (5) Provide all other services to the Health Center, as agreed to in writing between the Authority Board of Governors and the CHC Board.
- (6) Arrange for and provide legal services to the Health Center and shall bill the Health Center accordingly.
- (7) Maintain organization of the physicians, dentists, podiatrists, and other health professionals expressly granted clinical privileges in the Medical Staff of Kern Medical Center.

## **Section 2.12 Powers and Duties of the CHC Board**

The Health Center shall have the authority for oversight of the Health Center Program project, as set forth in the HRSA Health Center Program Compliance Manual, most recently updated ~~August 20, 2018~~March 2025, and the Co-Applicant Agreement, including the following required authorities and responsibilities:

- (a) Holding monthly meetings where a quorum is present to ensure the Health Center has the ability to exercise its required authorities and functions;
- (b) Approving the selection, evaluation and, if necessary, the termination or dismissal of the Health Center's Executive Director;
- (c) Establishing and/or approving policies that govern the operations of the Health Center, including evaluating and approving updates to policies regarding the sliding fee discount program, quality improvement and assessment, and billing and collections;
- (d) Approving the annual Health Center Program project budget and applications;
- (e) Evaluating the performance of the Health Center based on quality assurance/quality improvement assessments and ensuring appropriate follow-up actions are taken regarding achievement of project objectives, service utilization patterns, quality of care, efficiency and effectiveness of the Health Center, and patient satisfaction, including addressing any patient grievances;
- (f) Monitoring the financial status of the Health Center, including reviewing the results of the annual audit, and ensuring appropriate follow-up actions are taken;

- (g) Conducting long-range/strategic planning;
- (h) Assuring that the Health Center operates in compliance with applicable federal, state and local laws and regulations;
- (i) Approve the Health Center services and the location and hours of operation of the Health Center sites;
- (j) Evaluating the performance of the Health Center Executive Director annually.

No other individual, entity, or committee reserves approval authority or has veto power over the CHC Board with regard to the required authorities and functions. The Health Center shall not enter into collaborations or agreements with other entities that restrict or infringe upon the CHC Board's required authorities and functions. The CHC Board may not adopt any policy or practice, or take any action, which is inconsistent with the Authority's enabling statute or ordinance or which alters the scope of any rights and authorities retained by the Authority and its Board of Governors, as set forth in the Co-Applicant Agreement.

### **Section 2.13 Open and Public Meetings**

All meetings of the CHC Board and all standing committees that have continuing subject matter jurisdiction shall be conducted in accordance with the Ralph M. Brown Act and shall have legal counsel present. Each meeting shall have an agenda, structured and posted as required by law. A written record of proceedings of all meetings of the CHC Board and of committees of the CHC Board shall be kept on file. A quorum is required to conduct business and make recommendations. A quorum shall be constituted by the presence of a majority of the authorized number of Members of the CHC Board. A majority vote of those Members present and voting is required to take any action. No Member may vote on or participate in any matter that materially affects his or her personal financial interest within the meaning of the Political Reform Act. Each Member shall be entitled to one vote. Voting must be in person; no telephonic, virtual or proxy votes will be accepted. All meetings shall be conducted in Bakersfield, California, at the administrative offices of the Health Center, or at such other location within the County of Kern designated by the CHC Board as permitted under the Brown Act.

## **Article III: CHC Board Officers**

### **Section 3.01 List of Officers**

- (a) Chair
- (b) Vice-Chair
- (c) Secretary/Treasurer
- (d) Executive Director (ex-officio)
- (e) Chief Financial Officer (ex-officio)
- (f) Other officers deemed necessary by the CHC Board Section

### **Section 3.02 Appointment; Terms of Office**

- (a) Officers, except for ex-officio officers, are elected by the CHC Board at the first meeting of each fiscal year commencing July 1, 2026 from among its own Members.
- (b) Officers, except for ex-officio officers, are elected for a period of one (1) year and shall serve until a successor has been duly elected. A Member of the CHC Board may hold an office for any number of terms, whether or not consecutive
- (c) A Member shall not simultaneously hold more than ~~one~~one CHC Board office.

### **Section 3.03 Duties of the Officers**

- (a) The Chair shall:
  - (1) Preside at all meetings of the CHC Board;
  - (2) Be an ex-officio, non-voting member of all committees;
  - (3) Execute correspondence, contracts, conveyances, and other written instruments as properly authorized by the CHC Board;
  - (4) Perform such other duties as authorized by the CHC Board.
- (b) The Vice-Chair shall:
  - (1) In the absence of the Chair assume the duties of the Chair;
  - (2) Perform such reasonable duties as may be required by the Members of the CHC Board, or by the Chair of the CHC Board acting within the scope of his or her authority.
- (c) The Secretary/Treasurer shall:
  - (1) Keep, or cause to be kept, accurate and complete minutes of all meetings, call meetings on order of the Chair, attend to all correspondence of the CHC Board, and perform such other duties as ordinarily pertain to his or her office;
  - (2) Perform all duties related to record keeping as assigned by the CHC Board.
- (d) The Health Center Executive Director (see Article IV).
- (e) The Health Center Chief Financial Officer.

The Health Center Financial Officer shall be appointed by the Health Center Executive Director, and employed, contracted with, or otherwise engaged by the Authority, and shall not be a Member of the CHC Board. The Chief Financial Officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the business transactions of the Health Center, including (without limitation) accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account shall at all times be open to inspection by any Member of the CHC Board or any member of the Authority Board of Governors or their designees. The Chief Financial Officer shall have such other powers and perform other such duties as may be prescribed by the CHC Board from time to time.

### **Section 3.03 Vacancies and Removal of Officers**

- (a) A vacancy in any office shall be filled by nomination and election by the CHC Board as soon as is reasonably possible. The Health Center Executive Director shall be appointed as provided in Article V.
- (b) Officers may resign at any time by providing written notice to the Chair with a copy to the Health Center Executive Director, or be removed by a majority vote of the CHC Board at a scheduled meeting where a quorum is present.

## **Article IV: Executive Director of the Health Center**

### **Section 4.01 Selection; Authority to Act; Relationship to CHC Board and Authority Board of Governors**

- (a) The CHC Board shall appoint a competent and experienced Health Center Executive Director to have responsibility for the general management of the Health Center. Subject to the rights of the CHC Board, the Health Center Executive Director shall be employed, contracted with, or otherwise engaged by the Authority.
- (b) The Health Center Executive Director shall be given necessary authority to operate the Health Center in all its activities and departments and shall be held responsible for the administration of the Health Center, subject to these Bylaws, and to the direction, policies, or orders of the CHC Board or by any of the committees to which the CHC Board has lawfully delegated authority for such action.
- (c) Subject to the control of the CHC Board and the scope of his or her lawful authority as it may be defined from time to time by the CHC Board, the Health Center Executive Director shall act as the duly authorized representative of the Health Center in all matters in which the CHC Board has not formally designated some other person to so act.
- (d) Subject to the approval of the CHC Board, the Health Center Executive Director shall designate a member of the Health Center staff to serve as an interim Executive Director during periods of absence of more than three (3) working days where the Executive Director is unable to substantially perform his or her duties. In the event of the absence of both the Executive Director and the interim Executive Director, the duties of the Administrator shall be assumed by a standby Executive Director designated by the Executive Director, subject to the approval by the CHC Board.

### **Section 4.02 Powers and Duties**

The Health Center Executive Director shall be the general manager of the Health Center, and shall have the authority to exercise supervision over the general business and affairs of the Health Center in accordance with the statement of duties and responsibilities adopted by the CHC Board, including, but not limited, to the following:

- (a) Establish and implement rules, regulations, policies and procedures necessary to carry out the objectives and goals of the Health Center;
- (b) Plan for outpatient services and facilities, and other medical services to promote population

health in the County of Kern;

- (c) Prepare and recommend budgets;
- (d) Coordinate with Authority departments in promoting community health efforts;
- (e) Ensure compliance with all laws, policies and requirements of governmental and legal bodies relevant to the operation of the Health Center;
- (f) Perform such duties assigned by the CHC Board and required by these Bylaws or applicable law.

#### **Section 4.03 Performance Monitoring**

The CHC Board shall conduct a formal performance evaluation of the Health Center Executive Director at least annually. In the event the CHC Board determines that the Executive Director's performance requires improvement, the CHC Board may develop a written performance improvement plan indicating areas of concern. The CHC Board may remove the Executive Director from his or her position within the Health Center. Decisions regarding the employment status of the Executive Director are retained by the Authority.

### **Article V: Medical Staff**

#### **Section 5.01 Medical Staff; Provider Credentialing**

- (a) The organization and oversight of the Health Center medical staff shall be provided by the Authority.
- (b) The CHC Board delegates its authority to the Executive Director of the Health Center to determine if a licensed or certified health care practitioner meets credentialing requirements based on approved policies and procedure. The Executive Director shall review policies and procedures annually to ensure compliance with HRSA Primary Care regulations.

### **Article VI: Quality Assessment and Performance Improvement**

The CHC Board shall ensure that the Health Center has an ongoing, health center-wide, data-driven program for quality assessment and performance improvement ("QAPI Program"), which reflects the complexity of the Health Center's organization and services. The QAPI Program shall involve all the Health Center services and focus on indicators related to improved health outcomes and the prevention and reduction of medical errors. The CHC Board shall ensure that the QAPI Program is defined, implemented, and maintained and that the Health Center maintain and be able to demonstrate evidence of its QAPI program for review. The Health Center shall use the data collected to (a) monitor the effectiveness and safety of services and quality of care, (b) identify opportunities for improvement and changes that will lead to improvement, and (c) ensure that a process is developed for hearing and resolving patient grievances. The CHC Board shall ensure that the QAPI Program operates in accordance with applicable law, regulations, and accreditation requirements.

### **Article VII: Fiscal Year**

The fiscal year of the Health Center shall commence on July 1 and end on June 30.

## **Article VIII: Indemnification and Insurance**

Directors, officers, employees, and contractors of the Health Center shall have such immunity from liability as provided by law for individuals serving in such capacity, and shall be indemnified for any loss, cost, or expense related to any claim for liability in connection with the Health Center including, without limitation, the cost of legal defense, to the extent provided by law.

The Authority shall arrange for and maintain appropriate insurance coverage for the Health Center, its officers, directors, agents, and employees. All officers, directors, agents, and employees shall be properly bonded.

## **Article X: Adoption of and Amendment to Bylaws**

### **Section 9.01 Amendment of Bylaws**

These Bylaws may be amended by a majority vote of the Authority Board of Governors.

**APPROVED** by the Kern County Hospital Authority Board of Governors on this \_\_\_\_ day of \_\_\_\_\_, 2025.

KERN COUNTY HOSPITAL AUTHORITY

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

KERN COUNTY HOSPITAL AUTHORITY  
COMMUNITY HEALTH CENTER BOARD

By \_\_\_\_\_  
Chairman, Board of Directors

APPROVED AS TO CONTENT:  
KERN COUNTY HOSPITAL AUTHORITY

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

APPROVED AS TO CONTENT:  
COMMUNITY HEALTH CENTER

By \_\_\_\_\_  
Renee Villanueva  
Executive Director

APPROVED AS TO FORM:

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





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

May 21, 2025

**Subject:** Proposed Amendment No. 6 to Personal/Professional Services Agreement (20177) with LocumTenens.com

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

**Summary:**

Kern Medical requests your Board approve the proposed Amendment No. 6 to Agreement 20177 with LocumTenens.com, for contracted physician staffing extending the term for two (2) years from May 22, 2025 through May 21, 2027, and increasing the maximum payable by \$3,000,000, from \$4,500,000 to \$7,500,000.

Agreement	Term	Cost	Maximum Payable
Personal/Professional Services Agreement (20177)	05/22/17 – 05/22/18	\$250,000	
Amendment 1 (044-2018)	07/18/18 – 05/22/19	\$500,000	\$750,000
Amendment 2 (036-2019)	05/23/19 – 05/21/21	\$2,250,000	\$3,000,000
Amendment 3 (24521)	05/22/21 – 05/21/23	No additional costs – excluding travel expenses for per diem physicians	\$3,000,000
Amendment 4 (16122)	05/22/21 – 05/21/23	No additional costs – updated Exhibit B – Fee Schedule	\$3,000,000
Amendment 5 (021-2025)	05/22/23 – 05/21/25	\$1,500,000	\$4,500,000
Proposed Amendment 6	05/22/25 – 05/21/27	\$3,000,000	\$7,500,000

LocumTenens.com provides a critical service to Kern Medical by supplying specialists in order to fulfill the rise in patient needs. In 2024, Kern Medical saw a marked increase in the use of locum physicians and foresees a continued increase in use in 2025. The first half of this year has already shown an increase in the demand for physician specialists in clinics that are not currently sufficiently staffed in order to meet the needs of our patients. Kern Medical is currently utilizing LocumTenens.com to bridge physician gaps in OB/GYN, Plastic Surgery, Rheumatology, and Hematology/Oncology services.

Therefore, it is recommended that your Board approve the proposed Amendment No. 6 to Personal/Professional Services Agreement (20177) with LocumTenens.com for contracted physician staffing, extending the term by two (2) years from May 22, 2017 through May 21, 2027, and increasing the maximum payable by \$3,000,000, from \$4,500,000 to \$7,500,000, and authorize the Chairman to sign.

**AMENDMENT NO. 6  
TO  
PERSONAL/PROFESSIONAL SERVICES AGREEMENT  
(Kern County Hospital Authority – LocumTenens.Com)**

THIS AMENDMENT TO AGREEMENT, effective May 22, 2025, is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("Kern Medical"), and LocumTenens.Com. ("Consultant").

WITNESSETH:

WHEREAS, KCHA and Consultant entered into a Personal/Professional Services Agreement dated May 22, 2017 (#20177PA), Amendment No. 1 effective May 23, 2018 (KCHA Agt.#044-2018), Amendment No. 2 effective May 23, 2019 (KCHA Agt.#036-2019), and Amendment No. 3 effective May 22, 2021 (KCHA Agt.#24521), Amendment No. 4 effective April 11, 2022 (KCHA Agt.#16122) and Amendment No. 5 effective May 15, 2024 ("Agreement"), for the period May 22, 2023 through May 21, 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 May 22, 2025 to May 21, 2027, unless sooner terminated as provided for in the Agreement.
- X   **Fees** payable by KCHA under the Agreement shall increase by \$3,000,00 from \$4,500,000 to \$7,500,000 and will include approved reimbursable travel expenses.
- Services.**
- X   **Other:** Exhibit A-2 Additional Terms – CHC Staff, attached hereto and incorporated herein by this reference. Any reference to KCHA or KMC will also include a reference to the Kern County Hospital Authority Community Health Center (KCHA CHC).

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

IN WITNESS WHEREOF, this Amendment No. 6 to the Agreement is effective as of the date indicated above.

**KERN COUNTY HOSPITAL AUTHORITY**

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

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

**APPROVED AS TO CONTENT:**  
Kern Medical Center

By \_\_\_\_\_  
Natalee Garrett  
Vice President, Strategic Development

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

**LOCUMTENENS.COM**

By Phillip C. Barbosa  
Phillip Barbosa  
Vice President – Regional Accounts  
"Consultant"

Date: 05-09-2024.

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

By [Signature]  
Hospital Counsel, Kern County Hospital Authority

Date: 5/9/25.

**EXHIBIT A-2**  
**ADDITIONAL TERMS FOR COMMUNITY HEALTHCARE CLINIC**  
**HEALTHCARE PROVIDERS**

This Exhibit A-2 is specific only to healthcare providers delivering services at the Kern County Hospital Authority Community Health Center (KCHA CHC) and is not applicable to services provided outside the scope of the KCHA CHC.

1. Documentation of Health Records and Claims. Provider shall enter accurate, timely, and complete documentation in the applicable patient's medical record in KCHA CHC's electronic health record system. This will include complete patient care service information to support health center in billing for Provider's services. If Provider discovers any errors or omissions with billing information submitted by Provider, Provider shall notify KCHA CHC immediately.
2. Credentialing and Privileging. Provider's services shall be contingent upon completion of KCHA CHC's defined credentialing and privileging process to ensure Provider is: (i) duly licensed, certified, and/or otherwise qualified to provide medical care in the State of California; (ii) will deliver care in accordance with all relevant federal, state, and local laws and regulations, including, but not limited to, non-discrimination laws, and (iii) competent and fit to perform assigned duties.
3. Assignment of Claims and Sliding Fee Discount Schedule. Provider shall accept the compensation received from LocumTenens.com as payment in full for all of Provider's services rendered pursuant to this Agreement. All fees, charges, accounts receivable, and other income generated by Provider pursuant to this Agreement shall belong exclusively to KCHA CHC, regardless of whether such fees are received during or after the term of this Agreement. For services provided under this Agreement, Provider shall not submit any separate or additional billings to patients, to the public, or to private third-party payors. The parties acknowledge that fees charged to patients served under this agreement shall be consistent with health center's billing and collections policies and procedures, which includes discounts provided according to a sliding fee discount schedule, see below, when patients are deemed eligible.
4. Data Reporting, Information Requests, Records Retention, and Property Management. At least annually, upon request of KCHA CHC, Provider shall provide data and information necessary to meet KCHA CHC's applicable federal, state, and local financial and programmatic reporting requirements. KCHA CHC and Provider shall retain records relating to this agreement for at least 7 years. Any KCHA CHC property in possession of the Provider shall be managed, monitored, and maintained consistently with KCHA CHC policies and procedures and returned to KCHA CHC immediately upon termination of this Agreement.



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

May 21, 2025

**Subject:** Proposed Amendment No. 1 to Agreement 051-2023 with Arturo Gomez, M.D., a contract employee, for professional medical services in the Department of Surgery

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

**Summary:**

Kern Medical requests your Board approve the proposed Amendment No. 1 to Agreement 051-2023 with Arturo Gomez, M.D., a contract employee, for professional medical services in the Department of Surgery. Dr. Gomez, who is a fellowship trained orthopedic trauma surgeon, has been employed by Kern Medical since 2005, and serves as the Chief, Division of Orthopedic Surgery. Dr. Gomez's current Agreement expires April 21, 2026.

Dr. Gomez is paid an annual salary based on his productivity. The proposed Amendment modifies how his worked relative value unit ("Worked RVU") conversion factor will be calculated. Effective May 31, 2025, Kern Medical will pay Dr. Gomez an annual salary comprised of the following: (i) a base salary for teaching and administrative services and (ii) payment for care of patients using the current Medical Group Management Association Physician Compensation and Production Survey ("MGMA Survey") full-time physician compensation with more than one year in the specialty for all physicians section. A conversion factor will be established by taking the average of the MGMA Survey 75th percentile Total Compensation for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) divided by the average of the MGMA Survey 75th percentile work relative value unit Ratio for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) to arrive at the Worked RVU. This change in methodology continues to represent the reasonable fair market value compensation for the services provided by Dr. Gomez.

Additionally, the Amendment extends the term of the Agreement for an additional period of three years from April 22, 2026 through April 21, 2029. The maximum payable under the Agreement will increase by \$5,000,000, from \$4,500,000 to \$9,500,000, to cover the extended term. Dr. Gomez will continue to receive the standard complement of benefits offered to all physicians employed by Kern Medical.

Therefore, it is recommended that your Board approve the Amendment No. 1 to Agreement 051-2023 with Arturo Gomez, M.D., for professional medical services in the Department of Surgery, extending the term for three years from April 22, 2026 through April 21, 2029, amending the compensation methodology, increasing the maximum payable by \$5,000,000, from \$4,500,000 to \$9,500,000, to cover the extended term, effective May 31, 2025, and authorize the Chairman to sign.

**AMENDMENT NO. 1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**CONTRACT EMPLOYEE**  
**(Kern County Hospital Authority – Arturo Gomez, M.D.)**

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 Arturo Gomez, M.D. (“Physician”).

**RECITALS**

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. #051-2023, dated April 19, 2023) (the “Agreement”), for the period April 22, 2023 through April 21, 2026, whereby Physician provides professional medical services in the Department of Surgery 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 May 31, 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 entirety and replaced with the following:

“1. **Term.** The term of this Agreement shall be for a period of six (6) years, commencing as of April 22, 2023(the “Commencement Date”), and shall end April 21, 2029 (the “Term”), unless earlier terminated pursuant to other provisions of this Agreement as herein stated. This Agreement may be renewed for additional terms of two (2) years each, but only upon mutual written agreement of the parties. As used herein, an “Employment Year” shall mean the annual period beginning on the Commencement Date and each annual period thereafter.”

2. Section 5, Compensation Package, paragraph 5.1, Annual Compensation, shall be deleted in its entirety and replaced with the following:

“5.1 **Annual Compensation.** Physician shall work full time, which is a minimum of eighty (80) hours per biweekly pay period, and will be compensated with cash and other value as described below in this paragraph 5.1 (“Annual Salary”).

“5.1.1 **Compensation Methodology.** Authority shall pay Physician an Annual Salary comprised of the following: (i) a base salary for teaching and administrative services and (ii) payment for care of KMC patients using the

current Medical Group Management Association Physician Compensation and Production Survey (“MGMA Survey”) full-time physician compensation with more than one year in the specialty for all physicians section. A conversion factor will be established by taking the average of the MGMA Survey seventy-fifth (75th) percentile Total Compensation for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) divided by the average of the MGMA Survey seventy-fifth (75th) percentile work relative value unit (“wRVU”) Ratio for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) (“Worked RVU”).

5.1.2 Initial Annual Salary. Physician shall be compensated at the current rate of \$72.08 for each Worked RVU (“RVU Effort”).”

5.1.3 Salary Adjustment. Commencing July 1, 2025, and each July 1 thereafter during the Term, KMC will establish an estimate (“Estimate”) of Physician’s RVU Effort using Physician’s RVU Effort for the immediately preceding twelve (12) month period annualized using the current MGMA Survey. The Estimate will be divided by the number of Authority payroll periods in a calendar year in order to calculate the amount of RVU Effort to be paid to Physician each payroll period (the “Paycheck Amount”). Within thirty (30) days after the end of each quarter, KMC will calculate the RVU Effort for such immediately preceding quarter, and adjust the payment for RVU Effort accordingly (the “Actual Amount”). If the Estimate is lower than the Actual Amount, then such difference shall be paid to Physician within thirty (30) days after such calculation has been completed, or as of the effective date of any termination of this Agreement, whichever occurs sooner. If the Estimate exceeds the Actual Amount, then Physician shall pay such difference to KMC: (i) in a lump sum within thirty (30) days after such calculation has been completed; or (ii) through a reduction in the Paycheck Amount during the next quarter; or (iii) in a lump sum as of the effective date of any termination of this Agreement, whichever occurs sooner. **Physician hereby expressly grants to KMC the right to offset any amounts owed to KMC against any payment to be made to Physician by KMC pursuant to this paragraph if Physician fails to pay such excess to KMC.**

5.1.4 Time Logs. Physician shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the Term of this Agreement, submit to KMC a written time log in the form attached hereto and incorporated herein as Exhibit “C,” detailing to KMC’s satisfaction the date, time, actual number of hours, and description of activities related to assigned teaching and administrative duties during the immediately preceding calendar month.

5.1.5 Limitations on Compensation. Authority shall exclude from payment for care of KMC patients any Worked RVU that is not reimbursed by Medicare or Medi-Cal, unless authorized in advance by KMC.

5.1.6 Biweekly Payment. Physician shall be paid biweekly on the same schedule as regular Authority employees. The exact date of said biweekly payments shall be at the sole discretion of Authority. All payments made by Authority to Physician shall be subject to all applicable federal and state taxes and withholding requirements.

5.1.7 Fair Market Value Compensation. The compensation provided under section 5.1 represents the parties' good faith determination of the reasonable fair market value compensation for the services to be provided by Physician under this Agreement."

3. Section 5, Compensation Package, paragraph 5.3, Limitations on Compensation, shall be deleted in its entirety and replaced with the following:

"5.3 **[Reserved.]**"

4. Section 5, Compensation Package, paragraph 5.4, 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 \$9,500,000 over the six (6) year Term of this Agreement."

5. Section 6, Benefits Package, paragraph 6.4, Vacation, shall be deleted in its entirety and replaced with the following:

"6.4 Vacation. Physician shall retain his vacation credit balance, if any, as of the Commencement Date. Effective with the Commencement Date, Physician shall be entitled to vacation leave subject to Authority policy, as amended from time to time. Physician shall be paid for accrued and unused vacation leave, if any, upon termination or expiration of this Agreement calculated at Physician's current hourly rate (i.e., current Annual Salary divided by 2080 hours = hourly rate). All payments made by Authority to Physician under this paragraph will be subject to all applicable federal and state taxes and withholding requirements."

6. Section 28, Termination, paragraph 28.1, Termination without Cause, shall be deleted in its entirety and replaced with the following:

"28.1 Termination without Cause. Either party shall have the right to terminate this Agreement, without penalty or cause, by giving not less than one hundred twenty (120) days' prior written notice to the other party."

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

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

9. 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.

10. 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.

PHYSICIAN

By \_\_\_\_\_  
Arturo Gomez, 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



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

May 21, 2025

**Subject:** Proposed Amendment No. 1 to Agreement 066-2022 with Michael J. Eagan, M.D., a contract employee, for professional medical services in the Department of Surgery

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

**Summary:**

Kern Medical requests your Board approve the proposed Amendment No. 1 to Agreement 066-2022 with Michael J. Eagan, M.D., a contract employee, for professional medical services in the Department of Surgery. Dr. Eagan, who is a fellowship trained orthopedic trauma surgeon, has been employed by Kern Medical since 2012. Dr. Eagan's current Agreement expires June 23, 2025.

Dr. Eagan is paid an annual salary based on his productivity. The proposed Amendment modifies how his worked relative value unit ("Worked RVU") conversion factor will be calculated. Effective May 31, 2025, Kern Medical will pay Dr. Eagan an annual salary comprised of the following: (i) a base salary for teaching and administrative services and (ii) payment for care of patients using the current Medical Group Management Association Physician Compensation and Production Survey ("MGMA Survey") full-time physician compensation with more than one year in the specialty for all physicians section. A conversion factor will be established by taking the average of the MGMA Survey 75th percentile Total Compensation for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) divided by the average of the MGMA Survey 75th percentile work relative value unit Ratio for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) to arrive at the Worked RVU. This change in methodology continues to represent the reasonable fair market value compensation for the services provided by Dr. Eagan.

Additionally, the Amendment extends the term of the Agreement for an additional period of three years from June 24, 2025 through June 23, 2028. The maximum payable under the Agreement will increase by \$5,400,000, from \$3,300,000 to \$8,700,000, to cover the extended term. Dr. Eagan will continue to receive the standard complement of benefits offered to all physicians employed by Kern Medical.

Therefore, it is recommended that your Board approve the Amendment No. 1 to Agreement 066-2022 with Michael J. Eagan, M.D., for professional medical services in the Department of Surgery, extending the term for three years from June 24, 2025 through June 23, 2028, amending the compensation methodology, increasing the maximum payable by \$5,000,000, from \$4,500,000 to \$9,500,000, to cover the extended term, effective May 31, 2025, and authorize the Chairman to sign.

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT EMPLOYEE  
(Kern County Hospital Authority – Michael J. Eagan, M.D.)**

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 Michael J. Eagan, M.D. (“Physician”).

**RECITALS**

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. #066-2022, dated June 15, 2022) (the “Agreement”), for the period June 24, 2022 through June 23, 2025, whereby Physician provides professional medical services in the Department of Surgery 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 May 31, 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 entirety and replaced with the following:

“1. **Term.** The term of this Agreement shall be for a period of three (3) years, commencing as of June 24, 2022 (the “Commencement Date”), and shall end June 23, 2028 (the “Term”), unless earlier terminated pursuant to other provisions of this Agreement as herein stated. This Agreement may be renewed for additional terms of two (2) years each, but only upon mutual written agreement of the parties. As used herein, an “Employment Year” shall mean the annual period beginning on the Commencement Date and each annual period thereafter.”

2. Section 5, Compensation Package, paragraph 5.1, Annual Compensation, shall be deleted in its entirety and replaced with the following:

“5.1 **Annual Compensation.** Physician shall work full time, which is a minimum of eighty (80) hours per biweekly pay period, and will be compensated with cash and other value as described below in this paragraph 5.1 (“Annual Salary”).

“5.1.1 **Compensation Methodology.** Authority shall pay Physician an Annual Salary comprised of the following: (i) a base salary for teaching and administrative services and (ii) payment for care of KMC patients using the

current Medical Group Management Association Physician Compensation and Production Survey (“MGMA Survey”) full-time physician compensation with more than one year in the specialty for all physicians section. A conversion factor will be established by taking the average of the MGMA Survey seventy-fifth (75th) percentile Total Compensation for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) divided by the average of the MGMA Survey seventy-fifth (75th) percentile work relative value unit (“wRVU”) Ratio for Orthopedic Surgery (Trauma) and Orthopedic Surgery (General) (“Worked RVU”).

5.1.2 Initial Annual Salary. Physician shall be compensated at the current rate of \$72.08 for each Worked RVU (“RVU Effort”).”

5.1.3 Salary Adjustment. Commencing July 1, 2025, and each July 1 thereafter during the Term, KMC will establish an estimate (“Estimate”) of Physician’s RVU Effort using Physician’s RVU Effort for the immediately preceding twelve (12) month period annualized using the current MGMA Survey. The Estimate will be divided by the number of Authority payroll periods in a calendar year in order to calculate the amount of RVU Effort to be paid to Physician each payroll period (the “Paycheck Amount”). Within thirty (30) days after the end of each quarter, KMC will calculate the RVU Effort for such immediately preceding quarter, and adjust the payment for RVU Effort accordingly (the “Actual Amount”). If the Estimate is lower than the Actual Amount, then such difference shall be paid to Physician within thirty (30) days after such calculation has been completed, or as of the effective date of any termination of this Agreement, whichever occurs sooner. If the Estimate exceeds the Actual Amount, then Physician shall pay such difference to KMC: (i) in a lump sum within thirty (30) days after such calculation has been completed; or (ii) through a reduction in the Paycheck Amount during the next quarter; or (iii) in a lump sum as of the effective date of any termination of this Agreement, whichever occurs sooner. **Physician hereby expressly grants to KMC the right to offset any amounts owed to KMC against any payment to be made to Physician by KMC pursuant to this paragraph if Physician fails to pay such excess to KMC.**

5.1.4 Time Logs. Physician shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the Term of this Agreement, submit to KMC a written time log in the form attached hereto and incorporated herein as Exhibit “C,” detailing to KMC’s satisfaction the date, time, actual number of hours, and description of activities related to assigned teaching and administrative duties during the immediately preceding calendar month.

5.1.5 Limitations on Compensation. Authority shall exclude from payment for care of KMC patients any Worked RVU that is not reimbursed by Medicare or Medi-Cal, unless authorized in advance by KMC.

5.1.6 Biweekly Payment. Physician shall be paid biweekly on the same schedule as regular Authority employees. The exact date of said biweekly payments shall be at the sole discretion of Authority. All payments made by Authority to Physician shall be subject to all applicable federal and state taxes and withholding requirements.

5.1.7 Fair Market Value Compensation. The compensation provided under section 5.1 represents the parties' good faith determination of the reasonable fair market value compensation for the services to be provided by Physician under this Agreement."

3. Section 5, Compensation Package, paragraph 5.4, 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 \$8,700,000 over the six (6) year Term of this Agreement."

4. Section 28, Termination, paragraph 28.1, Termination without Cause, shall be deleted in its entirety and replaced with the following:

"28.1 Termination without Cause. Either party shall have the right to terminate this Agreement, without penalty or cause, by giving not less than one hundred twenty (120) days' prior written notice to the other party."

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

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

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

8. Except as provided herein, all other terms, conditions and covenants of the Agreement 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.

PHYSICIAN

By \_\_\_\_\_  
Michael J. Eagan, 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



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

May 21, 2025

**Subject:** Proposed Amendment No. 3 to Agreement 034-2022 with Antony Minasaghanian, M.D., a contract employee, for professional medical services in the Department of Radiology

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

**Summary:**

Kern Medical is requesting that your Board approve Amendment No. 3 to Agreement 034-2022 with Antony Minasaghanian, M.D., for professional medical services in the Department of Radiology. Dr. Minasaghanian has been employed full time with Kern Medical since June 8, 2019.

As a result of turnover within the Department of Radiology, the volume and workload per physician has increased. Amendments No. 1 and No. 2 increased Dr. Minasaghanian's base salary for a period of one-year each, while recruitment efforts were underway. Amendment No. 3 eliminates the June 8, 2025 planned reduction in salary by extending this increase at the rate approved by your Board in 2023 while recruitment efforts continue, and increases the maximum payable by \$65,000, from \$4,250,000 to \$4,315,000, to cover the term. There are no other changes to the Agreement.

Therefore, it is recommended that your Board approve Amendment No. 3 to Agreement 034-2022 with Antony Minasaghanian, M.D., for professional medical services in the Department of Radiology, increasing the maximum payable by \$65,000 to cover the term, and authorize the Chairman to sign.

**AMENDMENT NO. 3  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT EMPLOYEE  
(Kern County Hospital Authority – Antony Minasaghanian, M.D.)**

This Amendment No. 3 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 Antony Minasaghanian, M.D. (“Physician”).

**RECITALS**

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Kern County Agt. #034-2022, dated March 16, 2022), Amendment No. 1 (Agt. 049-2023, dated April 19, 2023), and Amendment No. 2 (Agt. #055-2024, dated April 17, 2024) (collectively, the “Agreement”), for the period June 8, 2022 through June 7, 2027, whereby Physician provides professional medical services in the Department of Radiology at KMC; and

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

(c) The Agreement is amended effective June 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 5, Compensation Package, paragraph 5.1, Annual Compensation, subparagraph 5.1.3, Annual Salary Effective June 8, 2025, shall be deleted in its entirety and replaced with the following:

**“5.1.3 [Reserved.]”**

2. Section 5, Compensation Package, paragraph 5.7, Maximum Payable, shall be deleted in its entirety and replaced with the following:

**“5.7 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$4,315,000 over the five (5) year Term of this Agreement.”**

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

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



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

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

[INTENTIONALLY LEFT BLANK]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 3  
as of the day and year first written above.

PHYSICIAN

By \_\_\_\_\_  
Antony Minasaghanian, 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



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

May 21, 2025

**Subject:** Proposed Amendment No. 1 to Agreement No. 454-2022 with the County of Kern ("County") which contains the constituent department of the Kern County Public Health Services Department ("Public Health")

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

**Summary:**

Kern Medical requests your Board approve Amendment No. 1 to Agreement No. 454-2022 with the County which contains the constituent department of Public Health. Kern Medical has contracted with Public Health for certain services since 2016.

This agreement covers 7 different programs and services provided by both parties. The programs include:

- HIV Retention Program which allows for enhanced coordination for HIV patients
- Chest Radiograph Program to provide imaging services for Public Health patients
- Access to the Electronic Birth Registration System ("EBRS")
- Emergency Response Surge Capacity Resources Obtained through Grants which provides access to disaster and hazard preparedness equipment and personal protective equipment
- Public Health Access to the Kern Medical Electronic Health Record
- Specialty Public Health Lab Services that are unavailable to access elsewhere

This Amendment extends the current term of the agreement by three (3) years from July 1, 2025 to June 30, 2028.

Therefore, it is recommended that your Board approve Amendment No. 1 to Agreement no. 454-2022 with the County of Kern and Public Health, extending the term of the agreement by three years through July 1, 2028, and authorize the Chairman to sign.

**AMENDMENT NO. 1 TO AGREEMENT NO. 454-2022 FOR PROFESSIONAL SERVICES  
INDEPENDENT CONTRACTOR  
(Kern County Hospital Authority - County of Kern)**

**This Amendment No. 1** to the Agreement No. 454-2022 for Professional Services Independent Contractor ("Amendment No.1") is entered on \_\_\_\_\_, by and between Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center ("Authority") and County of Kern, a political subdivision of the state of California, ("County") which contains the constituent department of the Kern County Public Health Services Department ("Public Health") (each a "Party" and collectively the "Parties").

**RECITALS**

A. Authority and County entered into an Agreement on June 1, 2022 (Agreement No. 454-2022), term July 1, 2022 through June 30, 2025, wherein both Authority and County agreed to provide mutual assistance.; and

B. Both parties wish to amend Agreement No. 454-2022, as amended, to extend the term of the agreement for an additional three years; and

NOW, THEREFORE, the parties hereto, based upon the above recitals and the covenants and conditions set forth herein, agree as follows:

1. Section 1 shall be amended to read in its entirety as follows:

"1. Term. The term of this Agreement shall commence July 1, 2022 (the "Effective Date"), and shall end June 30, 2028, unless earlier terminated pursuant to other provision of this Agreement as herein stated.

**2. Validity of Agreement**

To the extent that they do not conflict with the terms of this Amendment No. 1, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment No. 1 shall control.

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

COUNTY OF KERN

KERN COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
Chairman  
Board of Supervisors

By \_\_\_\_\_  
Philip McLaughlin  
Chairman, Board of Governors

APPROVED AS TO CONTENT:  
Public Health Services Department

APPROVED AS TO CONTENT:  
Kern Medical Center


By \_\_\_\_\_  
Brynn Carrigan  
Director

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

APPROVED AS TO FORM:  
Office of County Counsel

APPROVED AS TO FORM:  
KCHA Legal Services Department

By \_\_\_\_\_  
Jennifer Feige  
Deputy

By  \_\_\_\_\_  
Hospital Counsel



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

May 21, 2025

**Subject:** Public Hearing pursuant to Government Code 3502.3 regarding Kern County Hospital Authority vacancies, recruitment and retention efforts (Assembly Bill 2561)

**Requested Action:** Open hearing; receive public comment; close hearing; receive and file

**Summary:**

On September 22, 2024, Governor Newsom signed into law Assembly Bill 2561 (AB 2561) which adds section 3502.3 to the Government Code. AB 2561 requires that public agencies hold an annual public hearing during which public agencies must report on the status of vacancies, recruitment and retention efforts. Recognized employee organizations are permitted to make presentations during the hearing with respect to positions within the organizations' bargaining units. This hearing must be held before your Board approves the annual budget, as required by the statute.

Therefore, it is recommended that your Board open the public hearing, receive public comment, close hearing, and receive and file.



## **AB 2561 Presentation**

Status on Vacancies &  
Recruitment & Retention Efforts

Presenter: Roby Hunt | Chief Human Resources & Transformation  
Officer

May 21, 2025

**BOARD OF GOVERNORS MEETING**

# Agenda

- AB 2561 Background
- Represented Employees
  - Workforce Information
  - Vacancy Information
  - Bargaining Unit Specific Information
  - Staffing Challenges
  - Staffing & Retention Efforts



# Background

- Effective January 1, 2025
- Adds Government Code section 3502.3 to the Meyers-Milias-Brown Act (“MMBA”)
- The Public Employment Relations Board (“PERB”) will Administer and Enforce Obligations under the Law

# Background

- Local government agencies must do the following:
  - Hold annual public hearing before the governing body to present information on vacancies, recruitment and retention efforts, and obstacles in the hiring process
    - Hearing must occur before approval of annual budget
  - Hold additional public hearings and present specific information regarding vacancies in a single bargaining unit, if the vacancy rate in that unit is at least 20%;
  - Allow employee organizations to make presentations during public hearings

# Workforce Information – Represented

- Current Authorized **Full-Time** SEIU Represented FTE: **1938**
- Current Authorized **Full-Time** CIR Represented FTE: **121**
- Represented Bargaining Units:

Supervisory

Administrative

Professional

Trades/Craft/Labor

Technical Services

Resident/Fellows

Clerical

# Bargaining Unit Specific Information – Represented

<u>April 1, 2025</u>	<u>Vacancies FTE</u>	<u>Authorized FTE</u>	<u>Vacancy Rate</u>
Supervisory	5	50	10%
Professional	98	730	13%
Technical Services	15	284	5%
Clerical	6	337	2%
Administrative	4	32	13%
Trades/Craft/Labor	23	505	4%
Residents/Fellows	10	121	8%

# Staffing Challenges – Represented

Many roles attract strong candidate pools. However, we do experience hiring challenges in key areas due to the following obstacles:

- High Market Competitiveness
  - Especially for licensed clinical and specialty roles
- Skilled candidate pool shortages
  - Most commonly occurring in roles requiring specialized certification, advanced degrees, or niche experience

# Staffing & Retention Efforts – Represented

Our ongoing efforts to strengthen hiring strategy include:

- Outreach through marketing, events, and school partnerships to build talent pipelines
- Actively monitoring market trends, turnover, and hard-to-fill roles
- Using benchmarking to assess our competitiveness and guide compensation decisions
- Proactively reviewing job descriptions and requirements to align with evolving candidate pools



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

May 21, 2025

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

**Recommended Action:** Receive and File

**Summary:**

**Kern Medical Operations:**

Kern Medical key performance indicators:

- Operating gain of \$335,968 for March is \$309,457 more than the March budget of \$26,511 and \$158,975 more than the \$176,993 average over the last three months
- EBIDA of \$1,932,324 for March is \$223,965 more than the March budget of \$1,708,359 and \$191,867 more than the \$1,740,457 average over the last three months
- Average Daily Census of 170 for March is 6 more than the March budget of 164 and 13 less than the 183 average over the last three months
- Admissions of 814 for March are 37 less than the March budget of 851 and 21 less than the 835 average over the last three months
- Total Surgeries of 578 for March are 87 more than the March budget of 491 and 46 more than the 532 average over the last three months
- Clinic Visits of 22,925 for March are 5,218 more than the March budget of 17,707 and 3,011 more than the 19,914 average over the last three months

**The following items have budget variances for the month of March 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 7% over budget for the month and 2% over budget on a year-to-date basis. Physician Relative Value Unit (RVU) payouts accounted for the increase in the March variance.

**Benefits Expense:**

Benefits expense is 2% over budget for the month and 1% over budget on a year-to-date basis.

**Nurse Registry Expense:**

Nurse registry expense is 14% under budget for the month and 3% under budget on a year-to-date basis. The use of nurses under contract was reduced with the intent to hire more nurses as Kern Medical employees.

**Medical Fees:**

Medical fees are 6% over budget for the month and 9% 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 under budget for the month due to lower than expected out-of-network patient services expenses. On a year-to-date basis purchased services expenses are over budget 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.

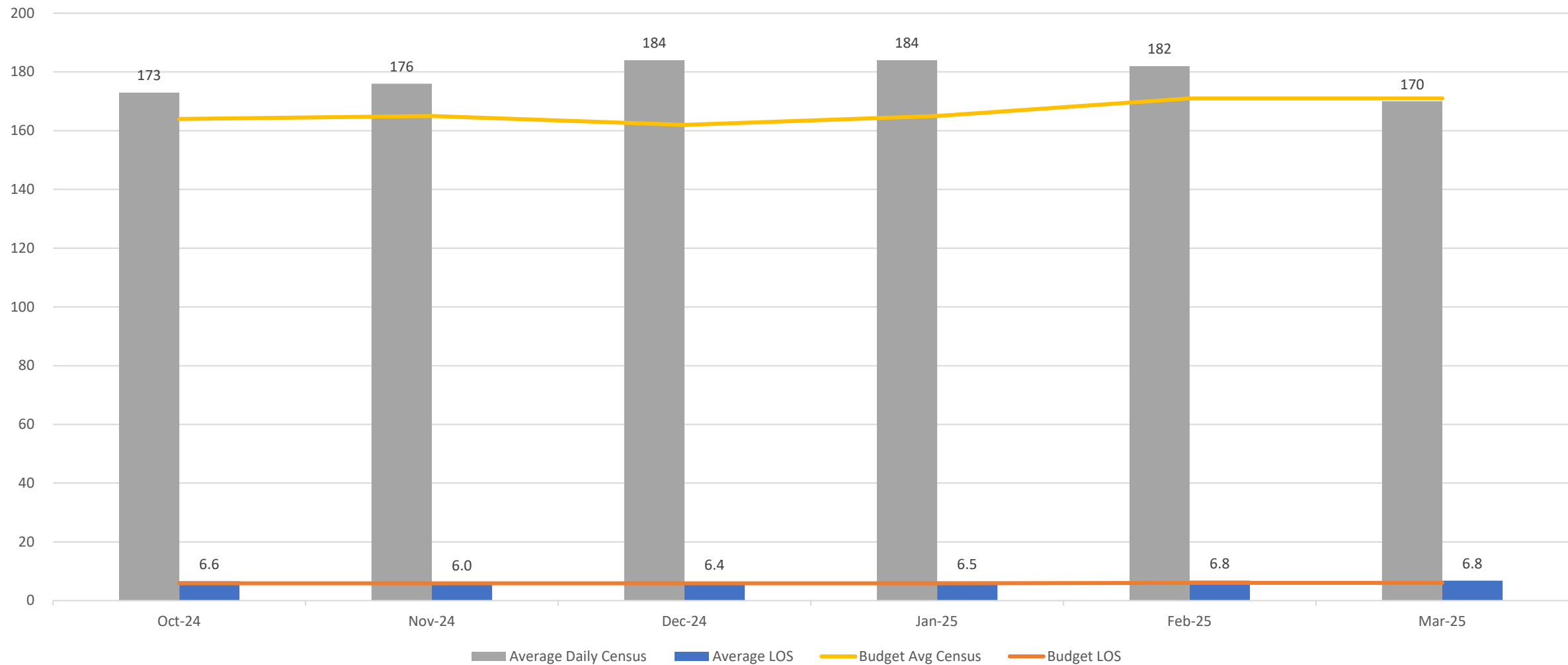
**Depreciation and Amortization Expense:**

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.

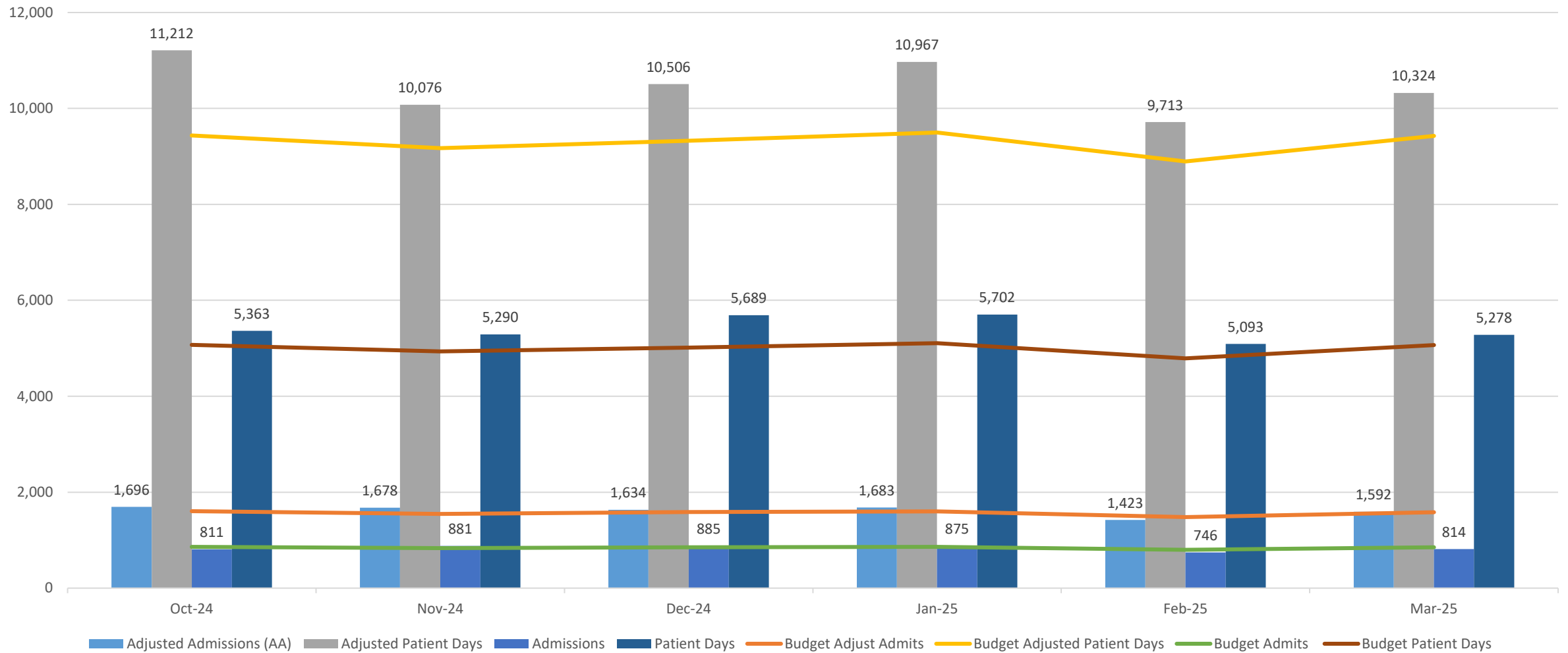


**Board of Governors' Report**  
Kern Medical – March 2025

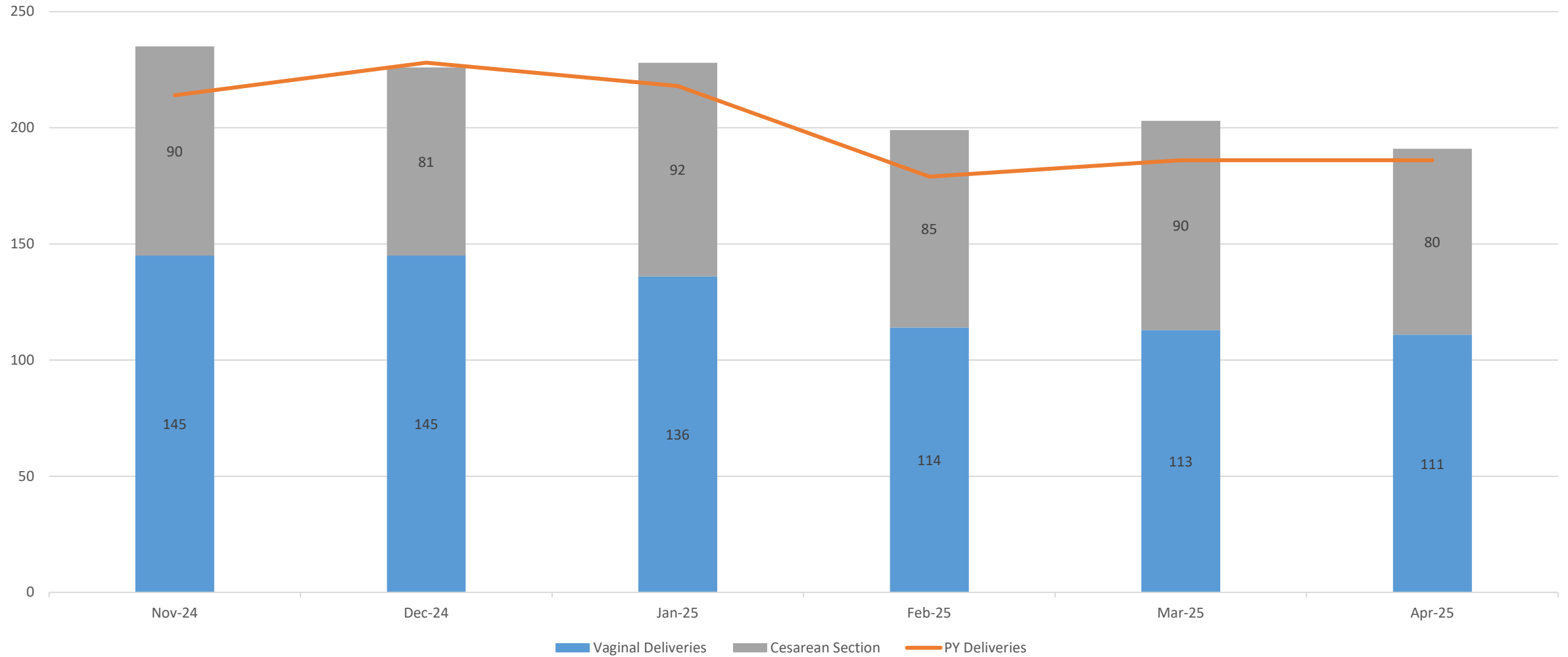
Census & ALOS



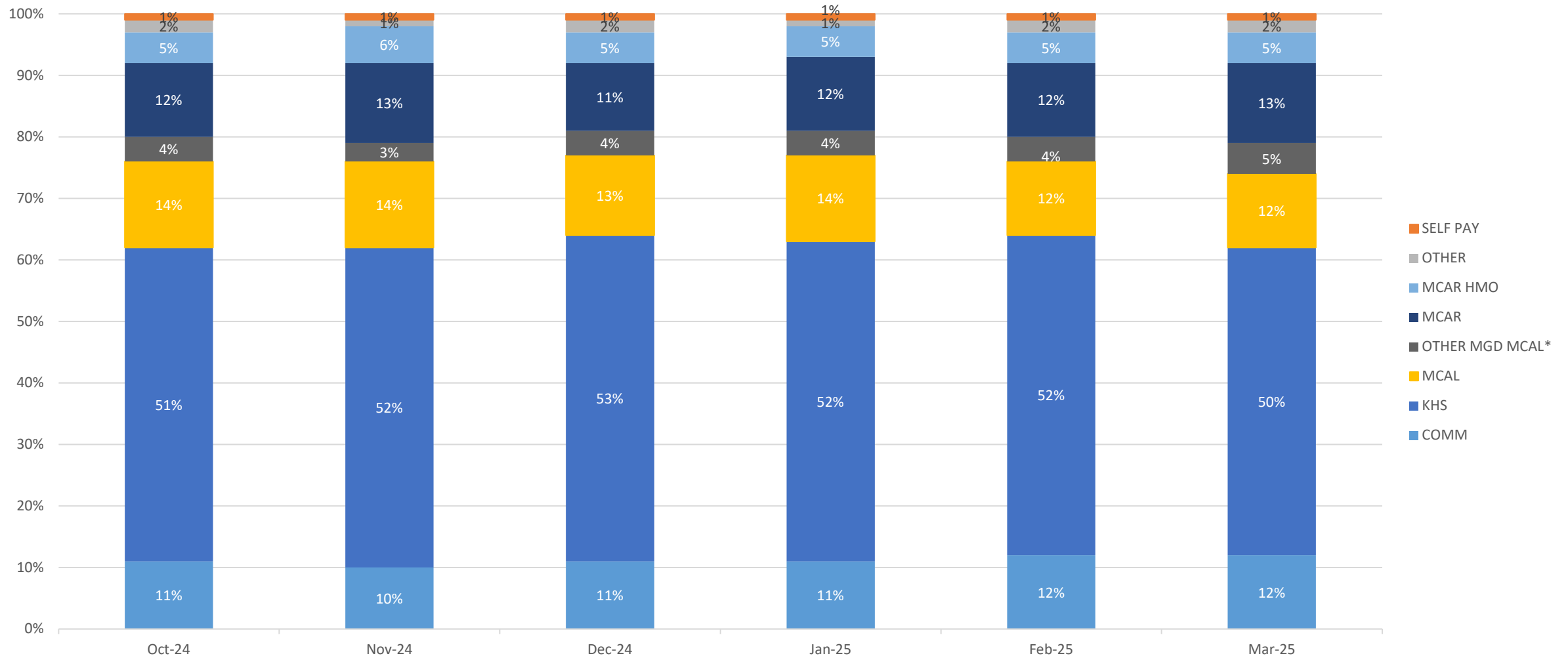
## Hospital Volumes



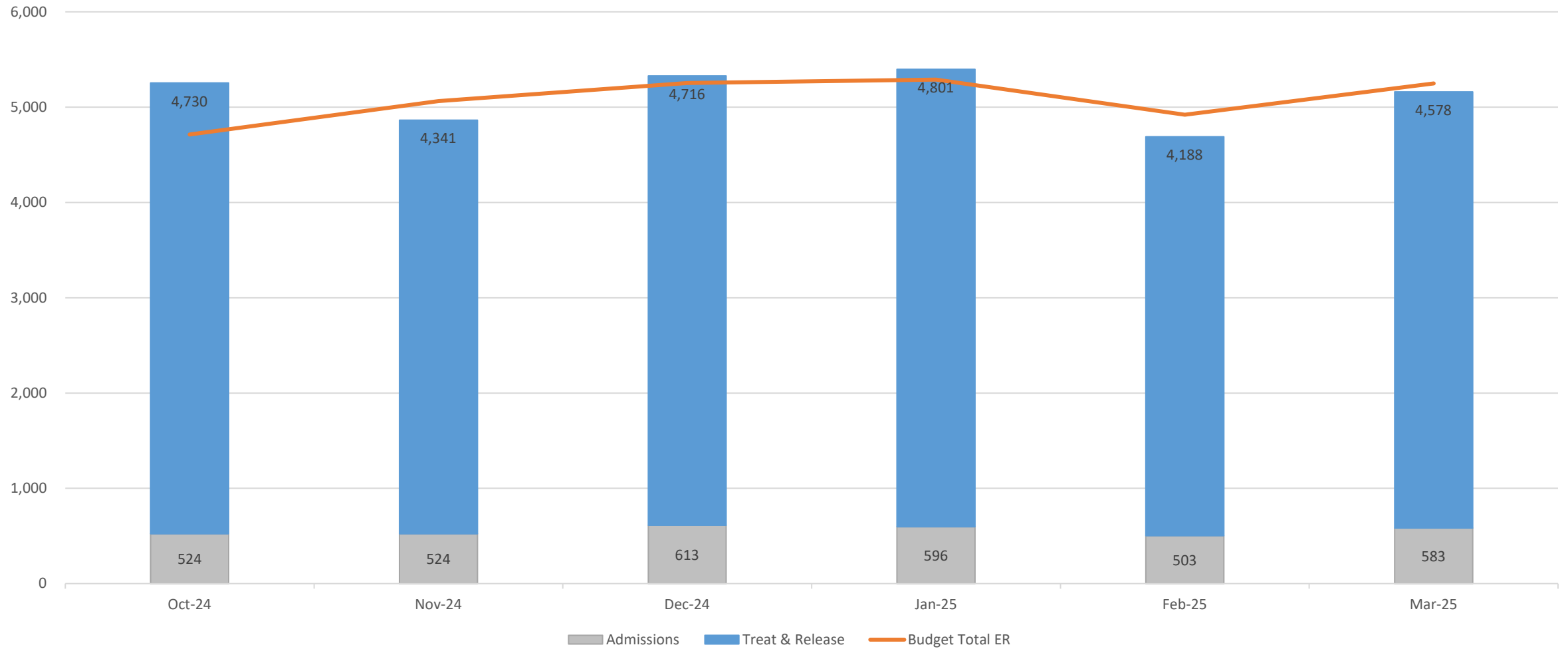
## Deliveries



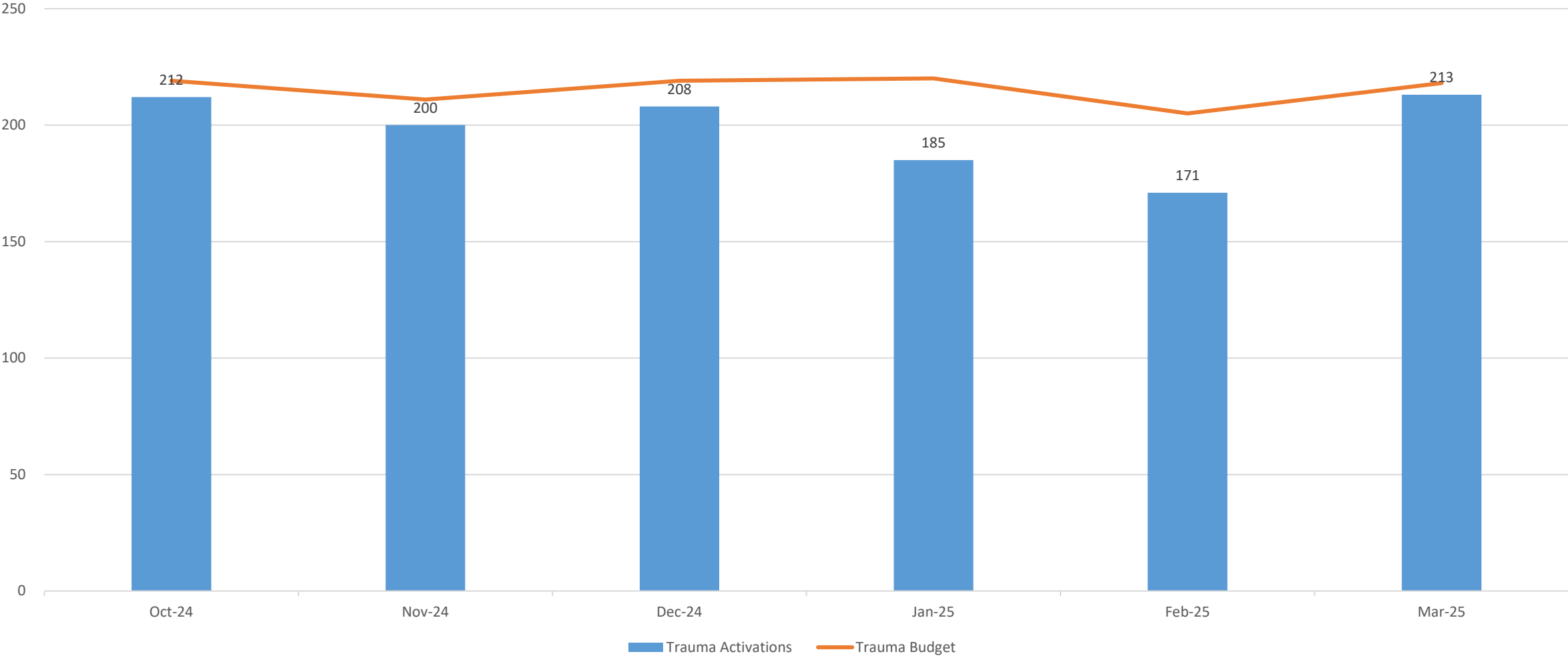
## PAYER MIX



## Emergency Room Volume

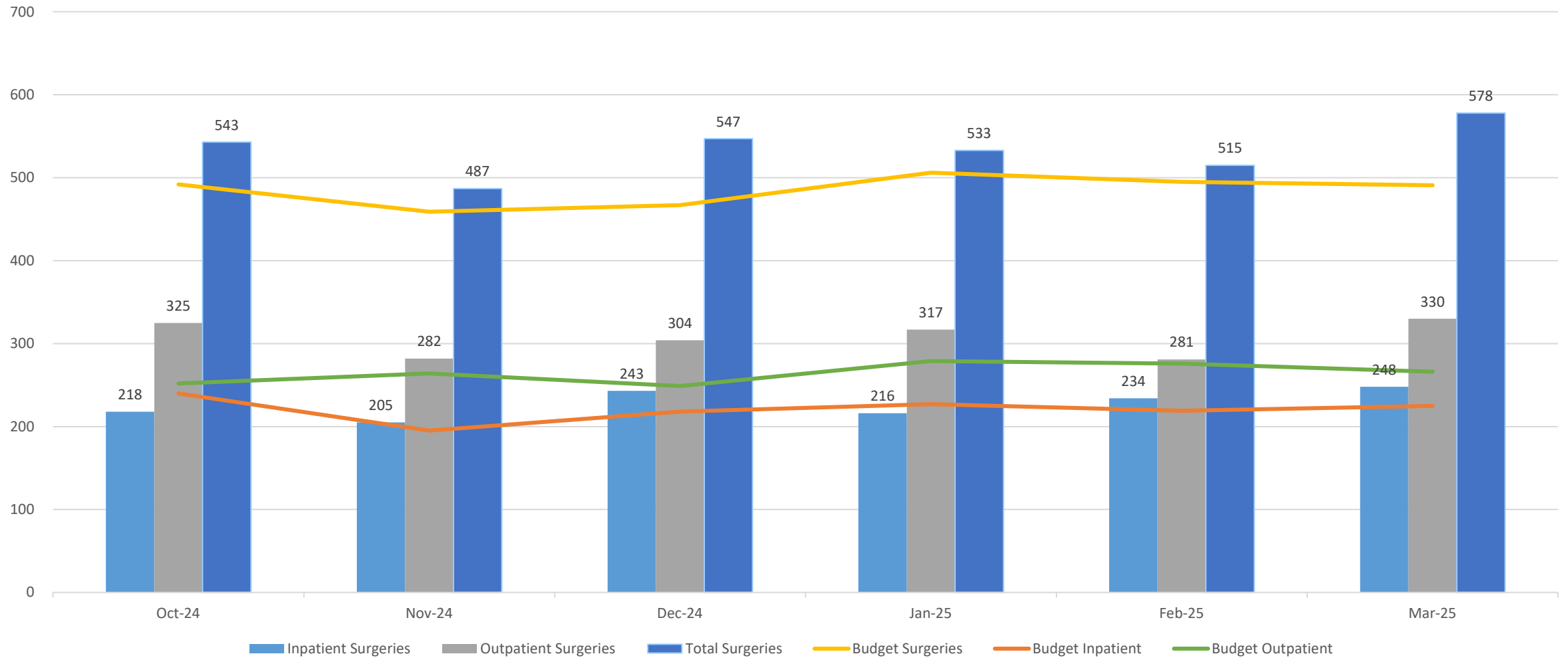


Trauma Activations

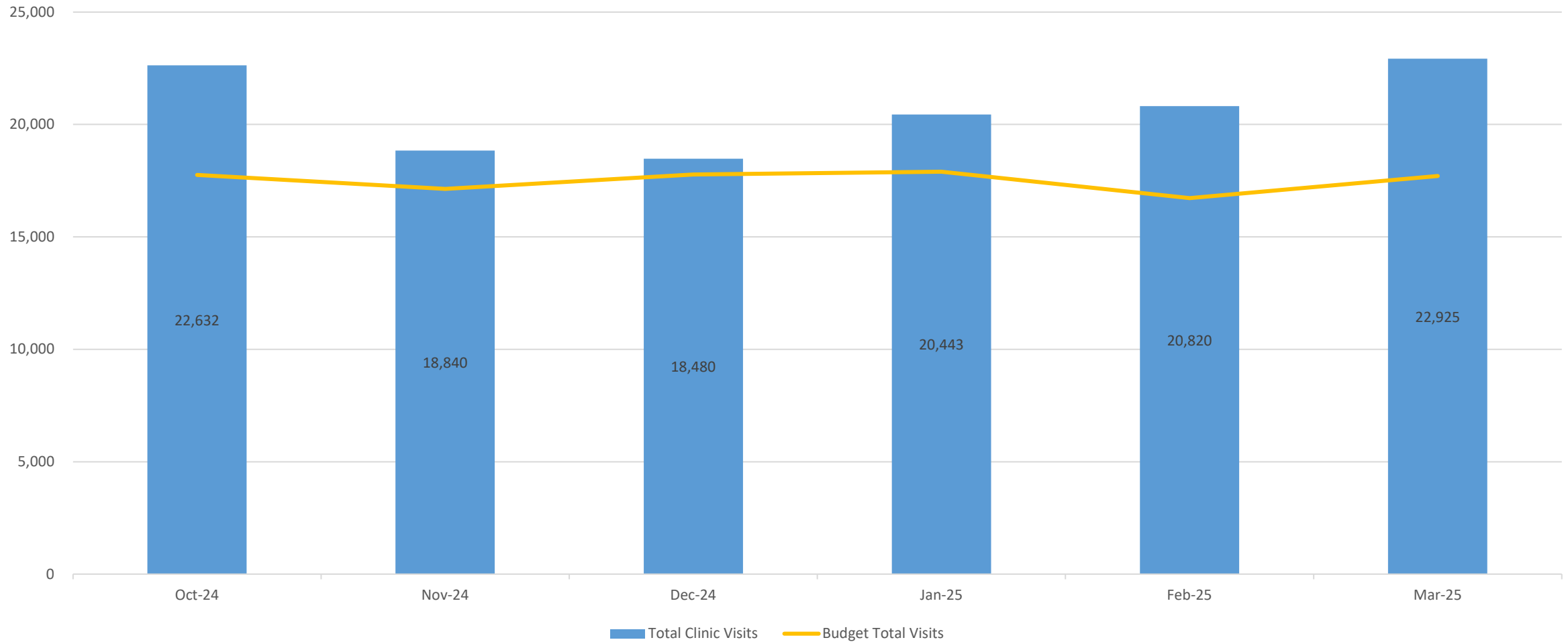




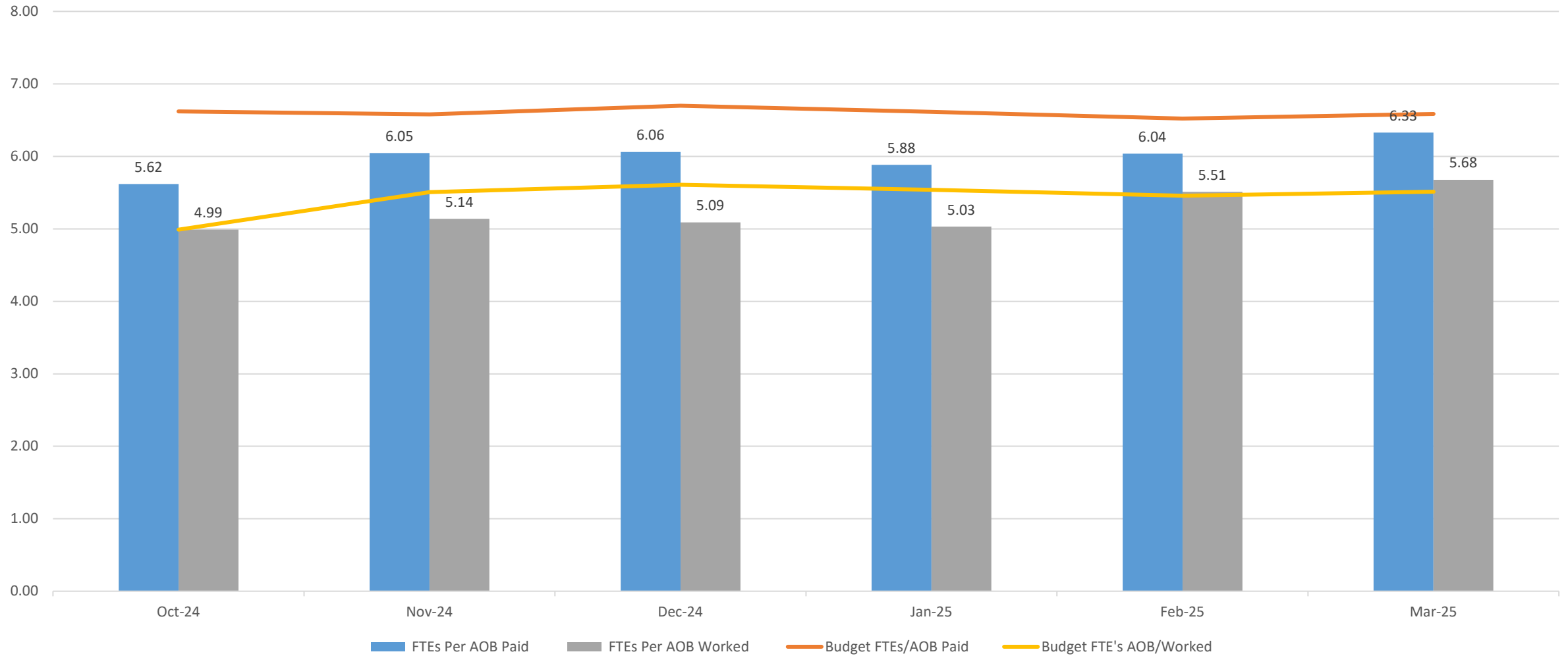
## Surgical Volume



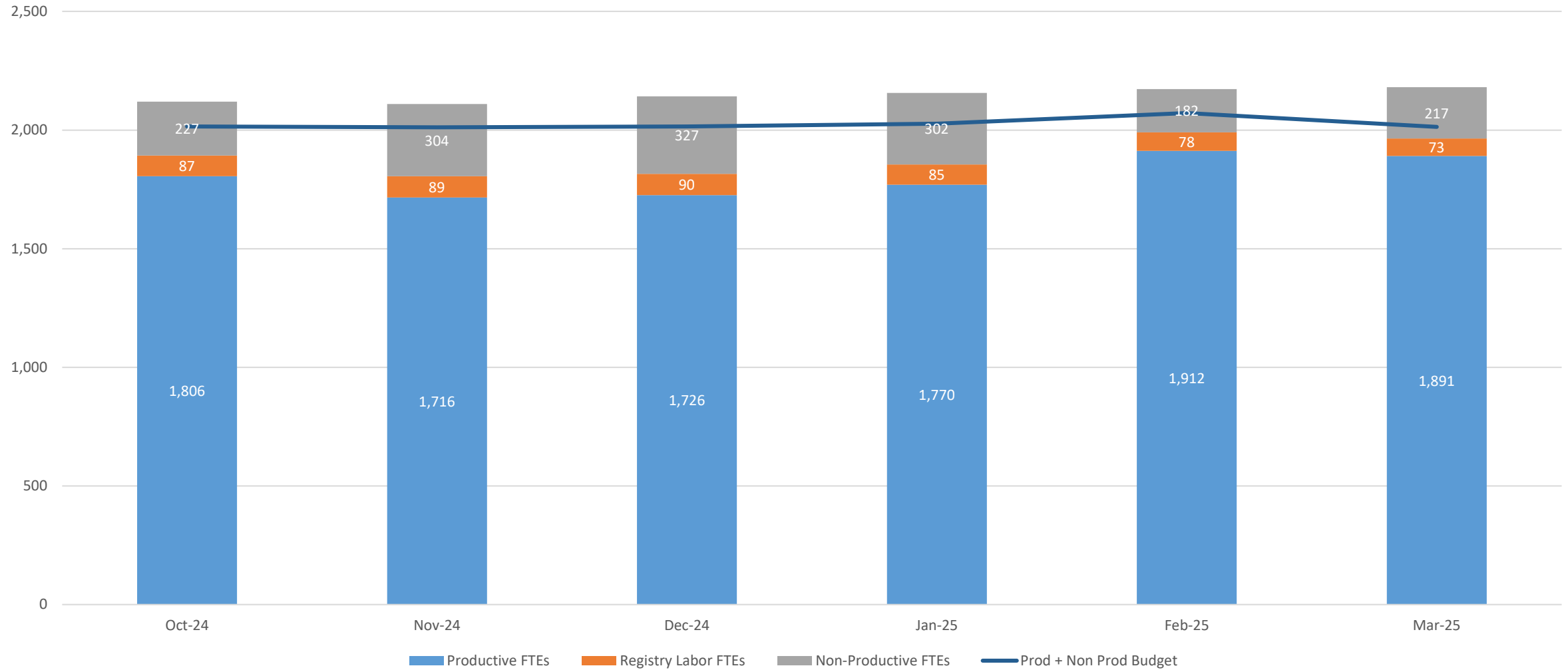
## Clinic Visits

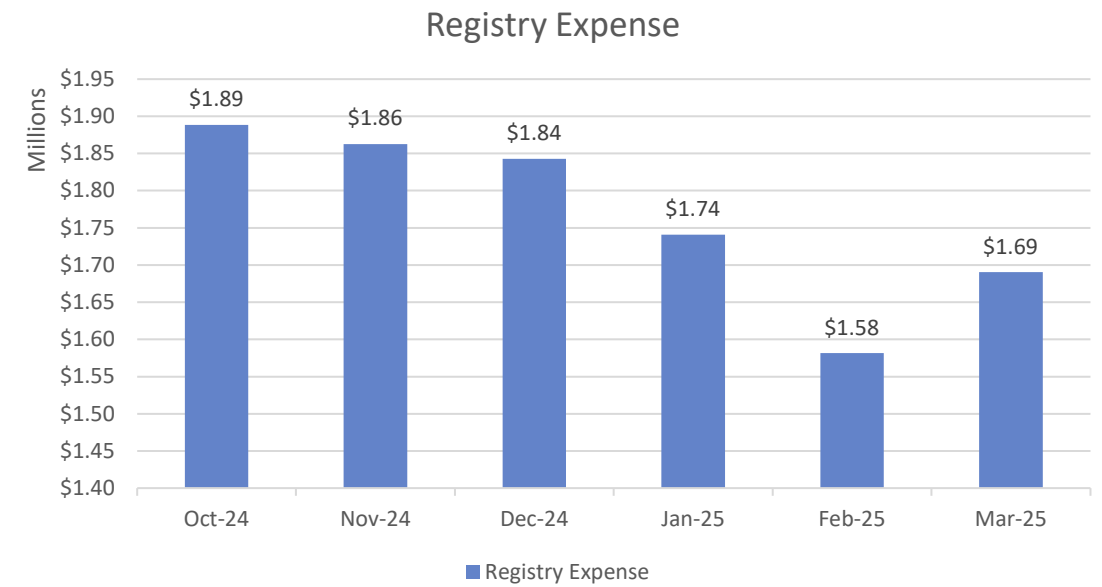
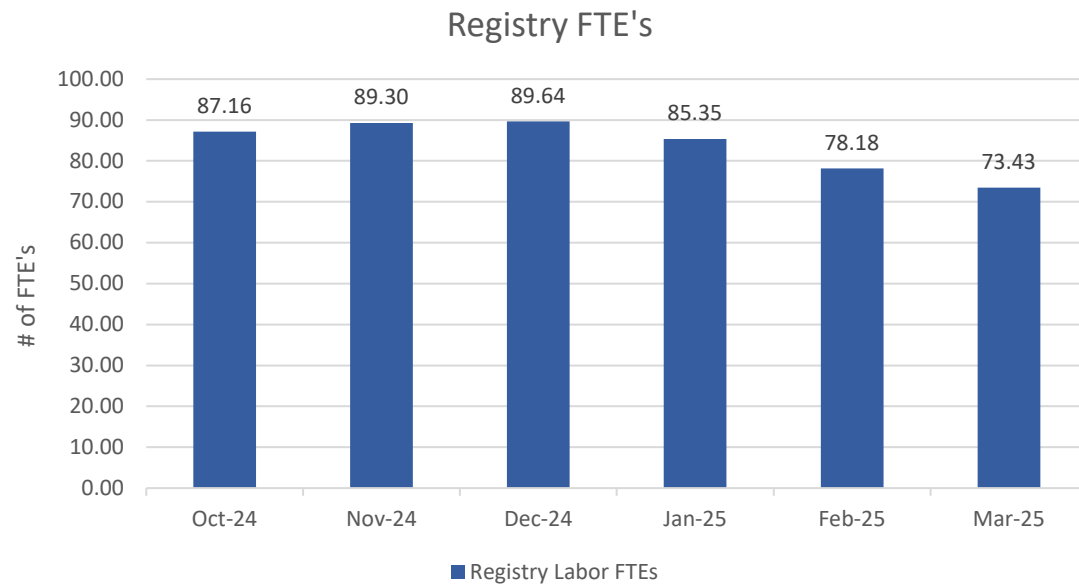


## Labor Metrics

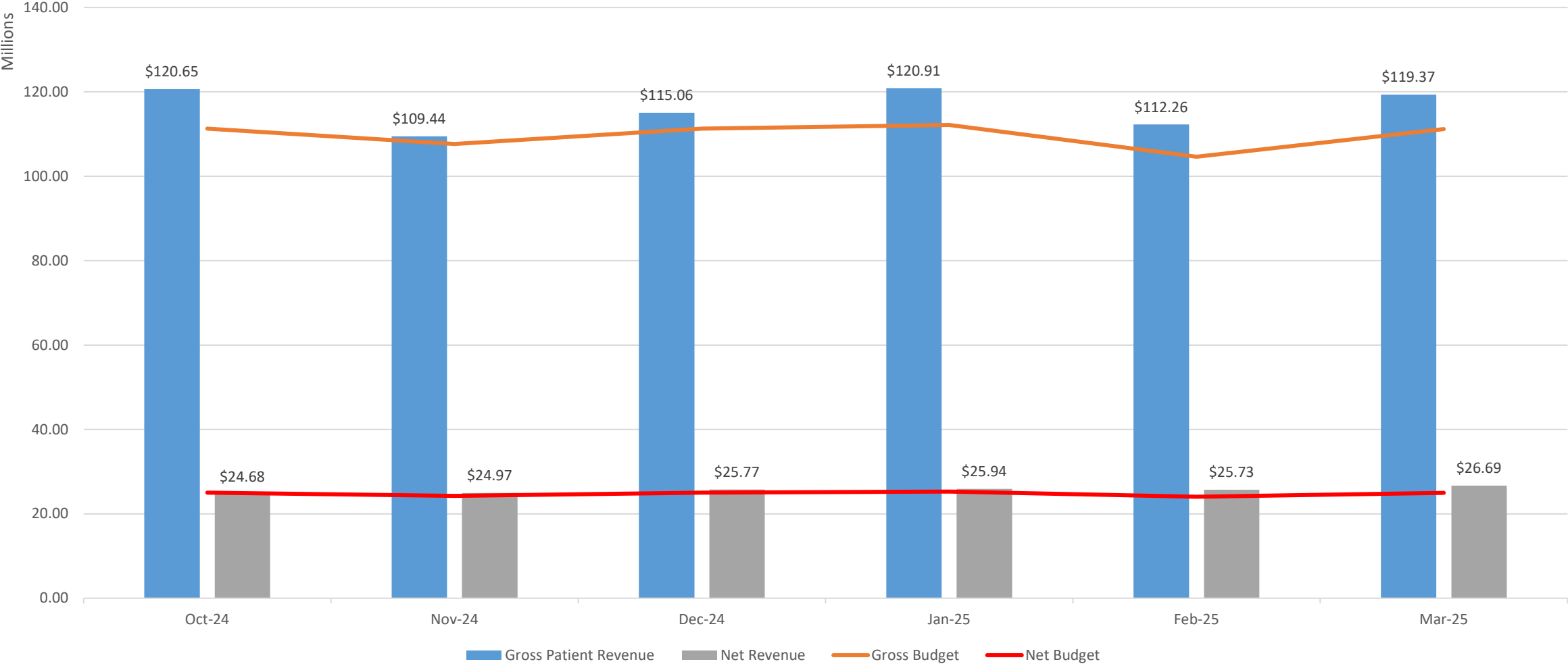


## Productivity

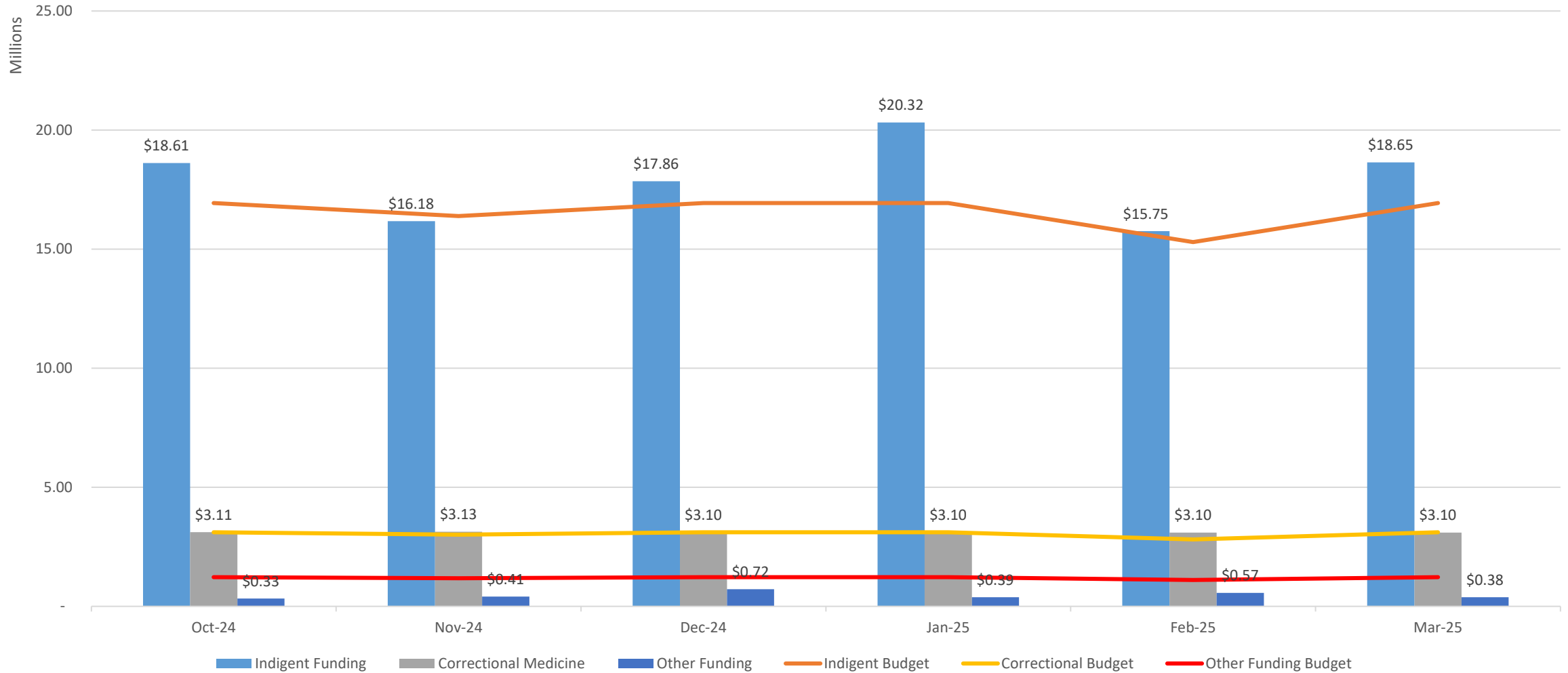




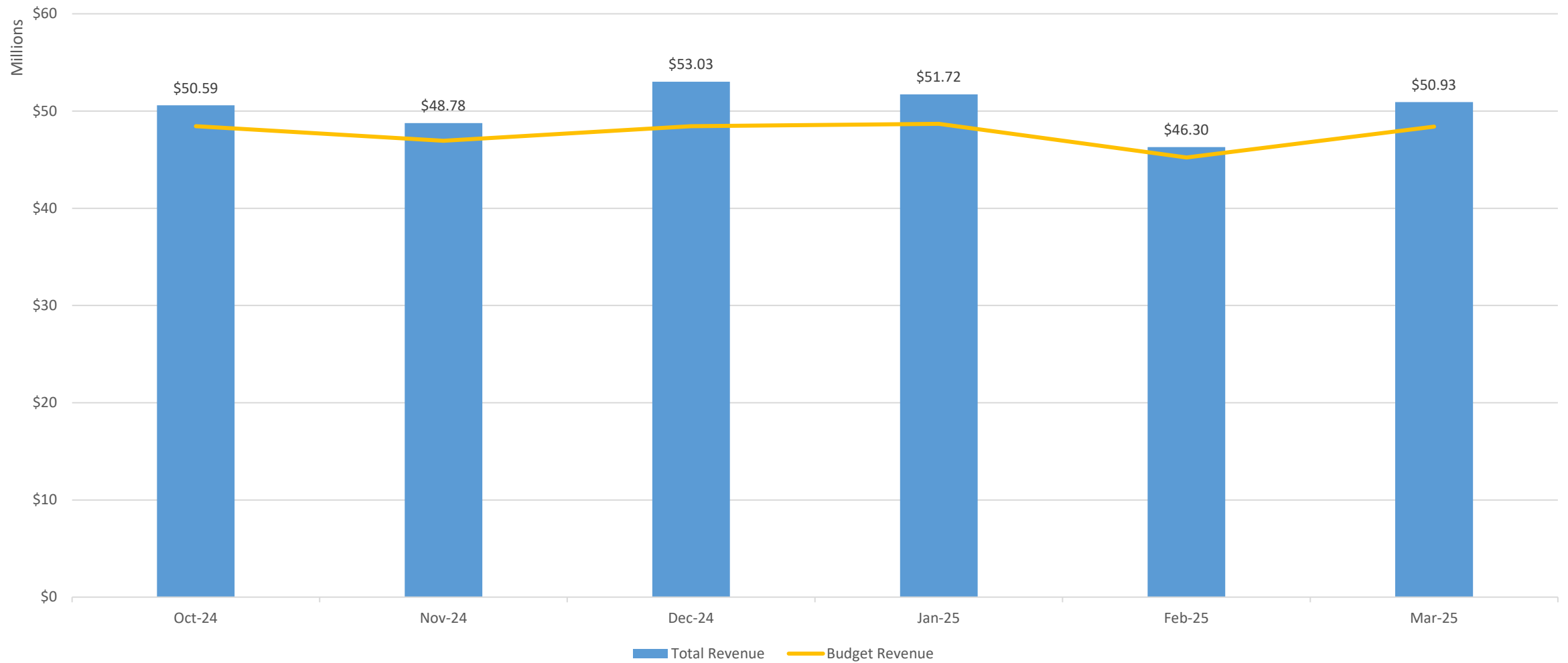
Patient Revenue



## Indigent & Correctional Revenue

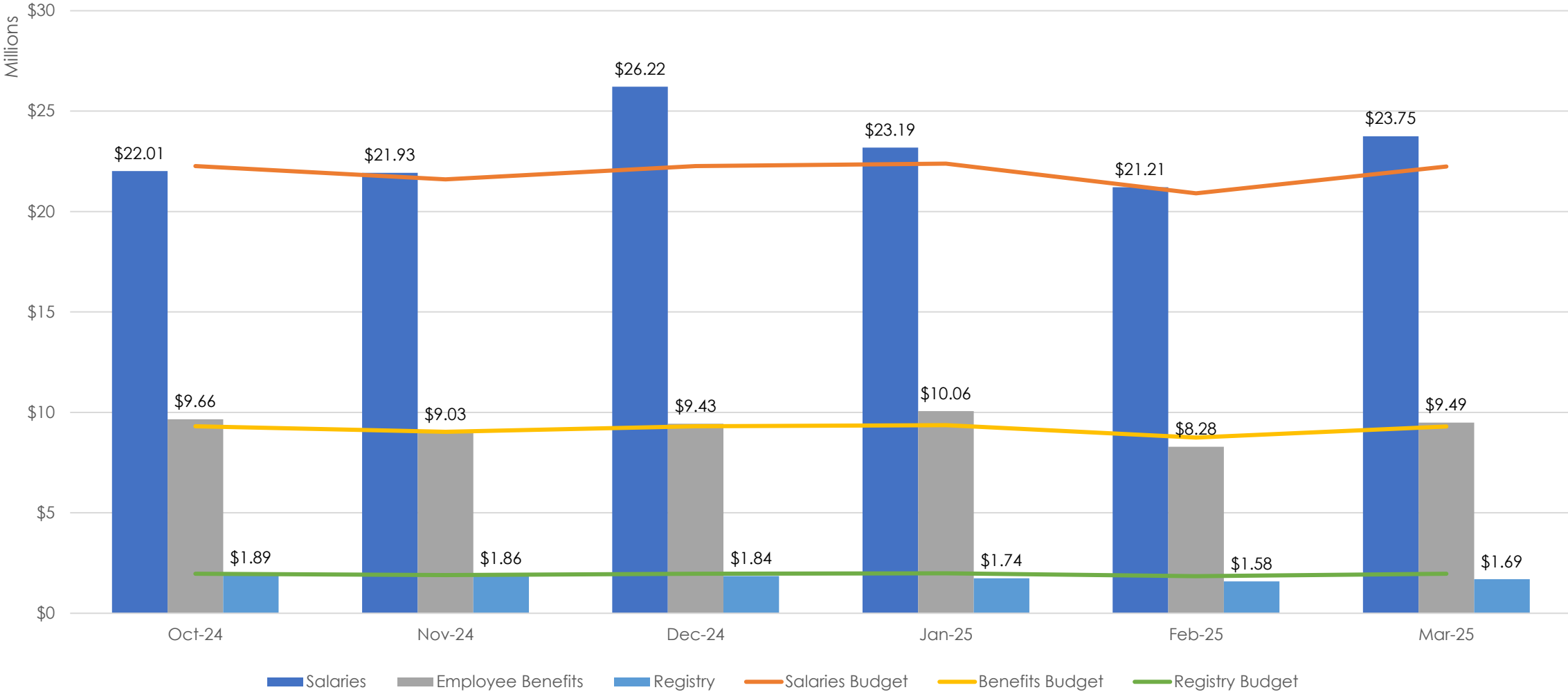


## Total Revenue

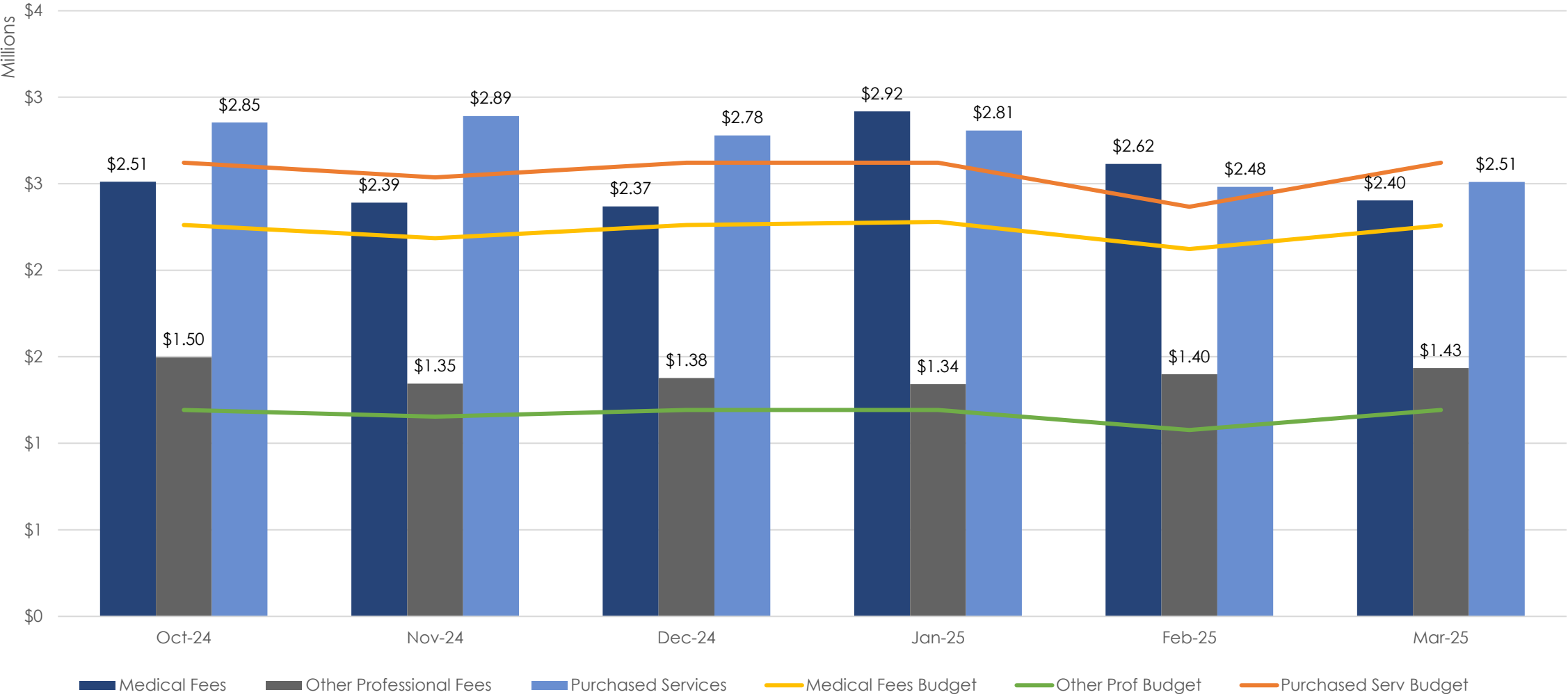




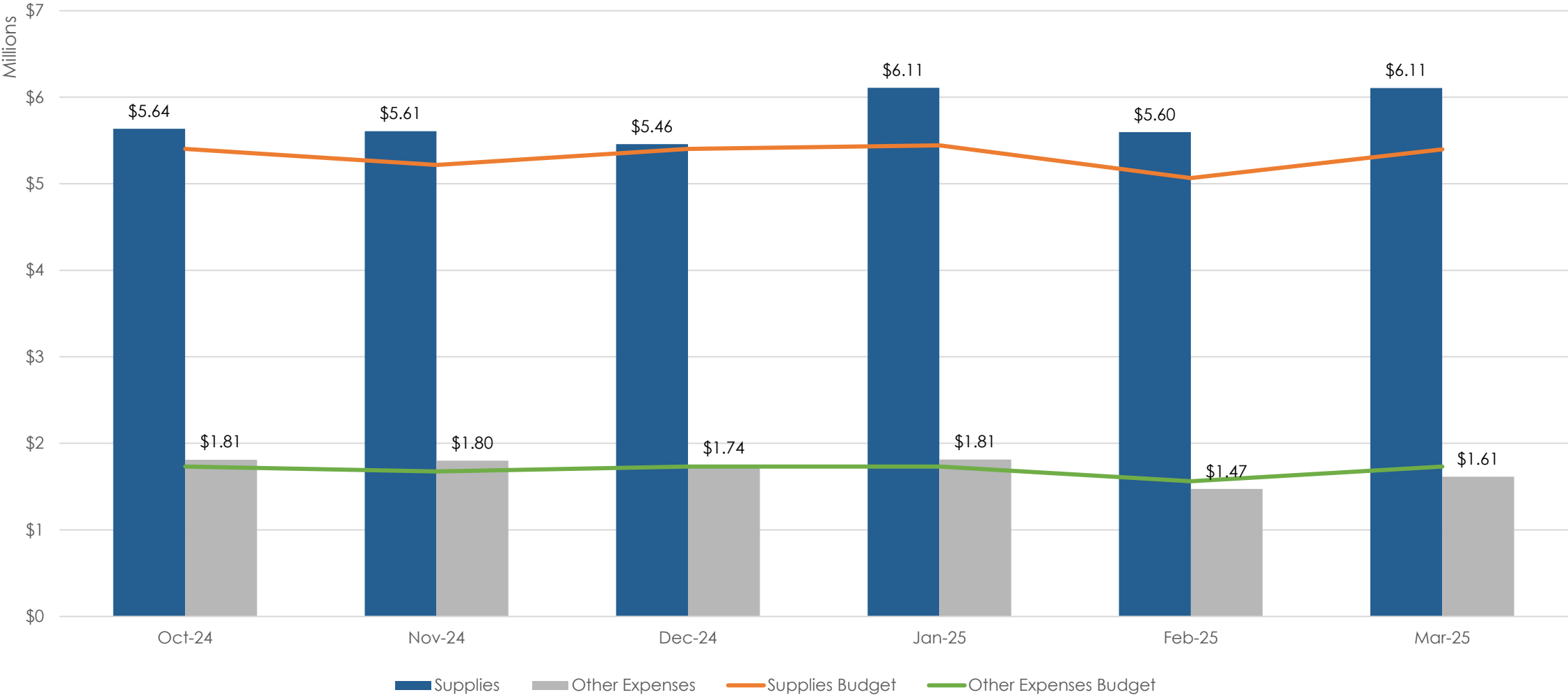
Expenses



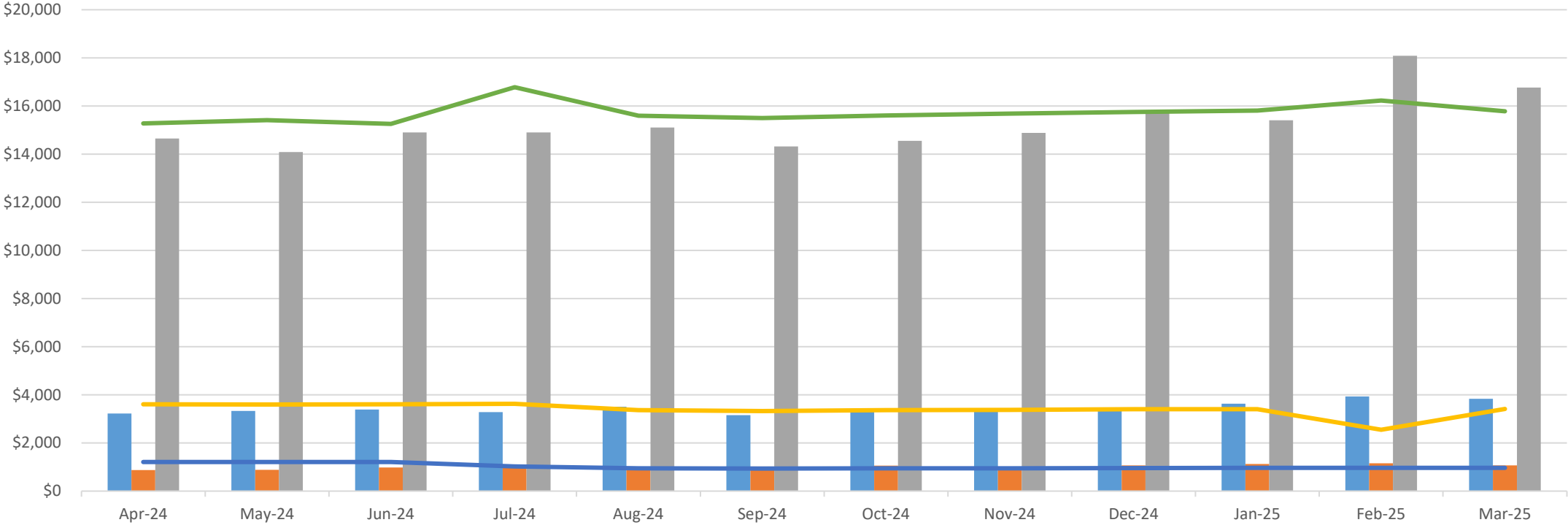
Expenses



Expenses

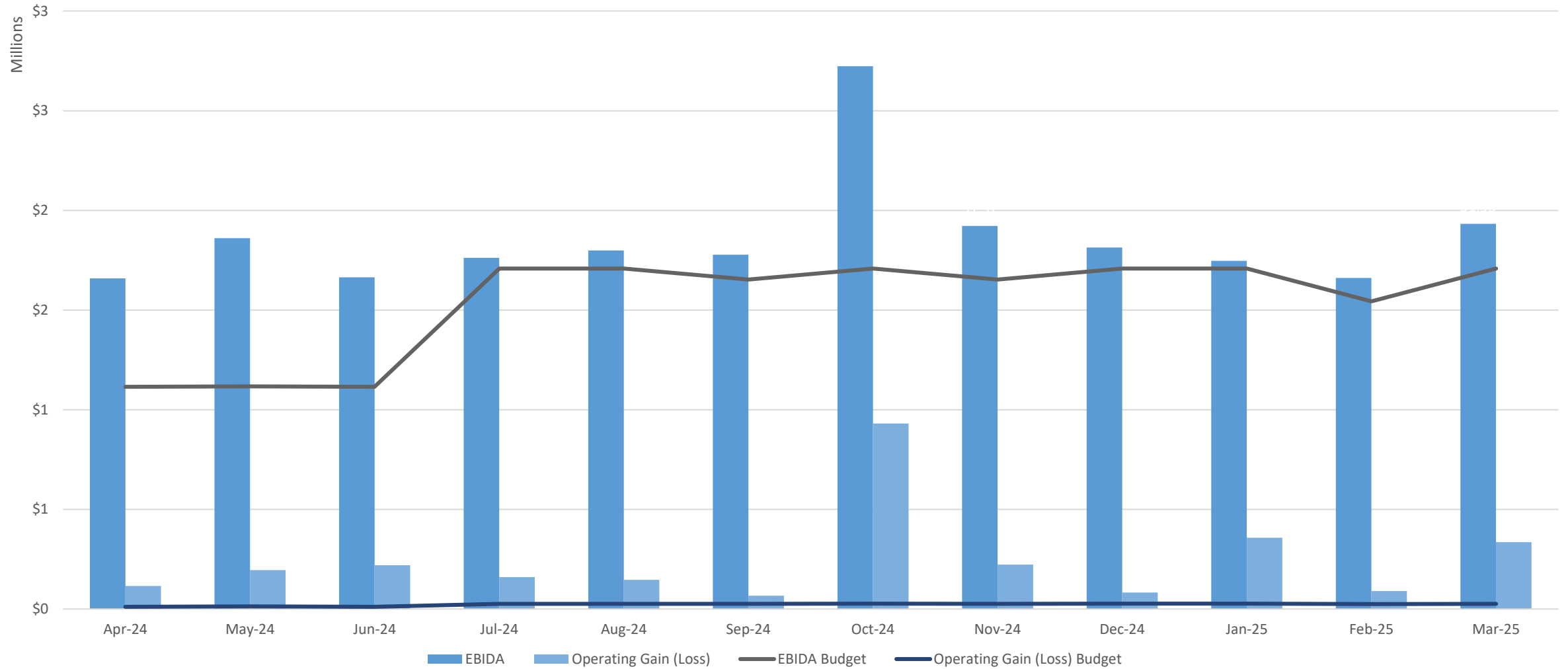


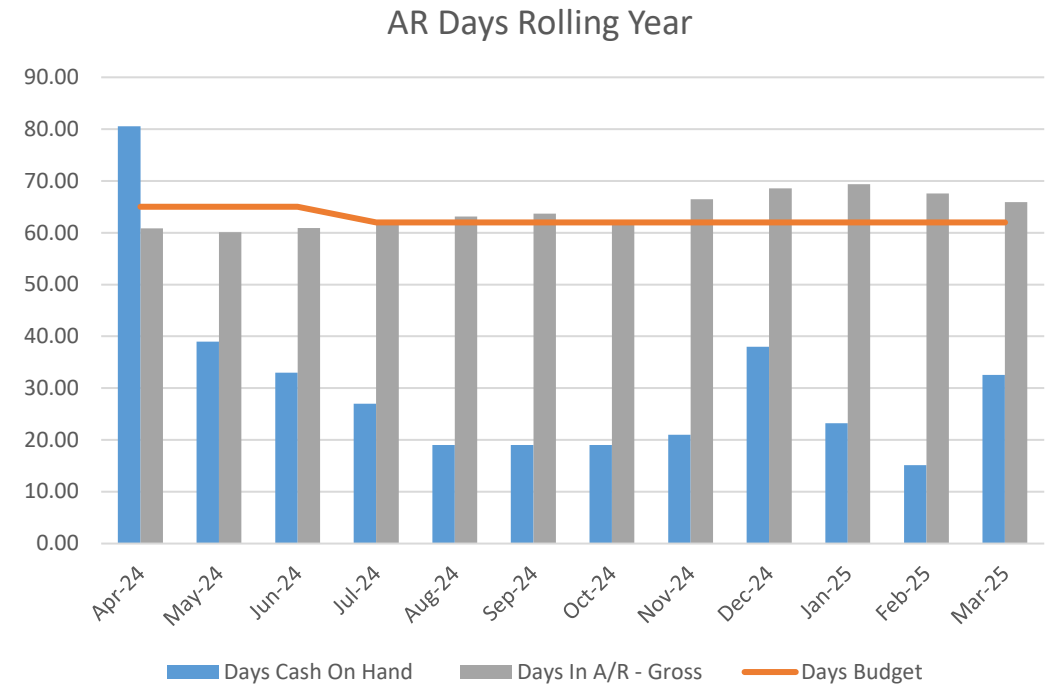
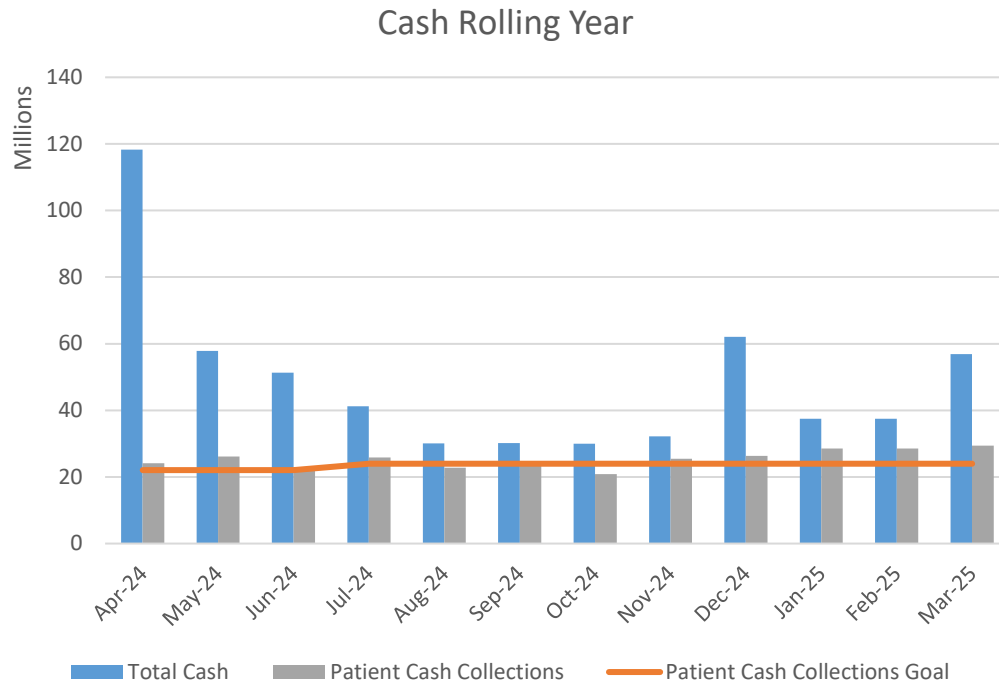
Operating Metrics



	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Supply Expense per AA	\$3,223	\$3,327	\$3,394	\$3,284	\$3,506	\$3,152	\$3,323	\$3,342	\$3,339	\$3,629	\$3,933	\$3,835
Pharm Cost per AA	\$877	\$885	\$986	\$1,006	\$982	\$1,023	\$1,057	\$980	\$1,070	\$1,125	\$1,161	\$1,070
Net Revenue Per AA	\$14,649	\$14,086	\$14,898	\$14,906	\$15,102	\$14,315	\$14,556	\$14,878	\$15,768	\$15,411	\$18,087	\$16,764
Budget Supp/AA	\$3,610	\$3,596	\$3,608	\$3,630	\$3,369	\$3,331	\$3,369	\$3,371	\$3,401	\$3,407	\$2,546	\$3,410
Budget Pharm/AA	\$1,210	\$1,211	\$1,210	\$1,027	\$953	\$942	\$953	\$953	\$962	\$964	\$966	\$965
Budget Net Rev/AA	\$15,272	\$15,407	\$15,252	\$16,780	\$15,593	\$15,495	\$15,601	\$15,681	\$15,748	\$15,811	\$16,229	\$15,781

EBIDA Rolling Year





**KERN MEDICAL**  
**3-Month Trend Analysis: Revenues & Expenses**  
March 31, 2025

				BUDGET	VARIANCE	PY
	JANUARY	FEBRUARY	MARCH	FEBRUARY	POS (NEG)	FEBRUARY
<b>Gross Patient Revenue</b>	\$ 120,905,961	\$ 112,256,882	\$ 119,368,535	\$ 111,194,249	7%	\$ 106,848,155
Contractual Deductions	(94,969,841)	(86,523,341)	(92,676,383)	(86,215,477)	7%	(83,479,840)
<b>Net Revenue</b>	25,936,120	25,733,541	26,692,152	24,978,771	7%	23,368,315
Indigent Funding	20,318,527	15,754,822	18,647,588	16,935,500	10%	13,331,016
Correctional Medicine	3,097,714	3,097,714	3,097,714	3,114,656	(1%)	2,847,714
County Contribution	285,210	469,110	285,211	290,681	(2%)	285,211
Incentive Funding	101,384	96,574	98,896	934,247	(89%)	0
<b>Net Patient Revenue</b>	49,738,954	45,151,760	48,821,561	46,253,855	6%	39,832,256
Other Operating Revenue	1,973,575	1,137,542	2,092,920	2,133,502	(2%)	2,294,237
Other Non-Operating Revenue	10,830	11,876	17,265	18,997	(9%)	9,568
<b>Total Revenue</b>	51,723,359	46,301,179	50,931,746	48,406,354	5%	42,136,060
<b>Expenses</b>						
Salaries	23,186,713	21,211,902	23,748,333	22,242,469	7%	20,153,289
Employee Benefits	10,060,738	8,282,548	9,490,262	9,292,318	2%	(1,626,996)
Registry	1,740,893	1,581,610	1,690,326	1,963,241	(14%)	2,897,840
Medical Fees	2,918,625	2,615,078	2,403,905	2,259,052	6%	2,415,587
Other Professional Fees	1,342,129	1,398,802	1,434,955	1,192,702	20%	963,743
Supplies	6,107,943	5,595,967	6,106,025	5,396,779	13%	5,700,661
Purchased Services	2,806,856	2,481,956	2,510,783	2,621,054	(4%)	2,723,344
Other Expenses	1,812,912	1,472,430	1,614,833	1,730,380	(7%)	2,262,959
Operating Expenses	49,976,809	44,640,293	48,999,423	46,697,995	5%	35,490,428
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,746,550	\$ 1,660,886	\$ 1,932,324	\$ 1,708,359	13%	\$ 6,645,632
EBIDA Margin	3%	4%	4%	4%	8%	16%
Interest	348,169	313,612	339,993	259,646	31%	394,359
Depreciation	454,840	670,818	670,467	738,089	(9%)	738,996
Amortization	585,896	585,896	585,896	684,113	(14%)	689,474
Total Expenses	51,365,715	46,210,619	50,595,778	48,379,843	5%	37,313,257
<b>Operating Gain (Loss)</b>	\$ 357,644	\$ 90,559	\$ 335,968	\$ 26,511	1,167%	\$ 4,822,804
<b>Operating Margin</b>	0.69%	0.20%	0.66%	0.05%	1,104.5%	11.4%

**KERN MEDICAL**  
**Year to Date Analysis: Revenues & Expenses**  
March 31, 2025

	ACTUAL	BUDGET	VARIANCE	PY	PY VARIANCE
	FYTD	FYTD	POS (NEG)	FYTD	POS (NEG)
<b>Gross Patient Revenue</b>	\$ 1,046,140,155	\$ 987,432,566	6%	\$ 948,884,987	10%
Contractual Deductions	(818,385,471)	(764,792,466)	7%	(731,424,568)	12%
<b>Net Revenue</b>	227,754,684	222,640,101	2%	217,460,420	
Indigent Funding	164,475,923	149,687,968	10%	141,567,331	16%
Correctional Medicine	27,879,423	27,529,541	1%	25,629,423	9%
County Contribution	3,040,135	2,569,242	18%	2,566,898	18.44%
Incentive Funding	764,678	8,257,534	(91%)	0	0.0%
<b>Net Patient Revenue</b>	423,914,843	410,684,387	3%	387,224,072	9%
Other Operating Revenue	24,490,863	18,857,407	30%	16,520,232	48%
Other Non-Operating Revenue	115,923	167,909	(31%)	166,992	(31%)
<b>Total Revenue</b>	448,521,629	429,709,703	4%	403,911,295	11%
<b>Expenses</b>					
Salaries	203,223,280	197,616,145	2.8%	179,366,627	13%
Employee Benefits	83,560,940	82,609,363	1.2%	64,930,812	29%
Registry	16,948,527	17,423,157	(3%)	23,092,102	(27%)
Medical Fees	21,948,040	20,055,166	9%	19,986,681	10%
Other Professional Fees	12,710,960	10,541,945	21%	13,010,138	(2%)
Supplies	51,075,487	47,901,355	7%	45,160,368	13%
Purchased Services	25,481,271	23,166,735	10%	23,387,394	9%
Other Expenses	16,162,644	15,294,323	6%	15,893,043	2%
Operating Expenses	431,111,149	414,608,189	4%	384,827,166	12%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 17,410,480	\$ 15,101,514	15%	\$ 19,084,129	(9%)
EBIDA Margin	4%	4%	10%	5%	(18%)
Interest	3,181,123	2,294,937	39%	2,327,013	37%
Depreciation	6,079,867	6,523,757	(7%)	6,386,552	(5%)
Amortization	5,481,856	6,046,678	(9%)	5,019,801	9%
Total Expenses	445,853,994	429,473,562	4%	398,560,531	12%
<b>Operating Gain (Loss)</b>	\$ 2,667,635	\$ 236,141	1,030%	\$ 5,350,764	(50%)
<b>Operating Margin</b>	0.6%	0.1%	982.3%	1.3%	(55%)



# KERN MEDICAL BALANCE SHEET

	MARCH 2025	MARCH 2024
<b>ASSETS:</b>		
<i><b>Total Cash</b></i>	<b>\$ 56,916,382</b>	<b>\$ 44,974,905</b>
Patient Receivables Subtotal	274,289,683	227,484,205
Contractual Subtotal	(237,930,515)	(174,922,709)
<i><b>Net Patient Receivable</b></i>	<b>36,359,168</b>	<b>52,561,497</b>
Total Indigent Receivable	244,864,321	249,764,000
Total Other Receivable	8,347,626	9,585,531
Total Prepaid Expenses	8,028,044	7,335,876
Total Inventory	4,833,105	5,624,123
<i><b>Total Current Assets</b></i>	<b>359,348,646</b>	<b>369,845,931</b>
Deferred Outflows of Resources	124,532,718	112,536,013
Total Land, Equipment, Buildings and Intangibles	271,687,978	267,649,172
Total Construction in Progress	14,445,916	7,863,162
<i><b>Total Property, Plant &amp; Equipment</b></i>	<b>286,133,894</b>	<b>275,512,334</b>
Total Accumulated Depr & Amortization	(179,550,085)	(165,864,825)
<i><b>Net Property, Plant, and Equipment</b></i>	<b>106,583,809</b>	<b>109,647,509</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>\$ 590,465,172</b>	<b>\$ 592,029,453</b>

**KERN MEDICAL  
BALANCE SHEET**

	MARCH 2025	MARCH 2024
<b>LIABILITIES &amp; EQUITY:</b>		
Total Accounts Payable	\$ 8,425,627	\$ 5,815,721
Total Accrued Compensation	33,956,750	33,644,065
Total Due Government Agencies	4,021,207	3,555,523
Total Other Accrued Liabilities	43,667,863	54,734,912
<b><i>Total Current Liabilities</i></b>	<b>90,071,447</b>	<b>97,750,220</b>
Unfunded Pension Liability	344,447,058	345,399,109
Other Long-Term Liabilities	80,733,074	81,461,157
<b><i>Total Long-Term Liabilities</i></b>	<b>425,180,132</b>	<b>426,860,266</b>
<b><i>Total Liabilities</i></b>	<b>515,251,580</b>	<b>524,610,487</b>
<b><i>Total Net Position</i></b>	<b>75,213,593</b>	<b>67,418,966</b>
<b><i>Total Liabilities and Net Position</i></b>	<b>\$ 590,465,172</b>	<b>\$ 592,029,453</b>

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

	Fiscal Year-to-Date March 2025	Fiscal Year-End June 2024	Fiscal Year-to-Date March 2024	Fiscal Year-End June 2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Cash received for patient/current services	\$ 240,271,546	\$ 292,533,084	\$ 218,811,968	\$ 264,388,064
Cash received for other operations	194,018,115	233,602,712	133,285,330	236,708,950
Cash paid for salaries and benefits	(278,810,782)	(339,411,493)	(241,902,141)	(202,912,375)
Cash paid for services and supplies	(147,791,165)	(186,981,598)	(139,885,267)	(292,069,170)
Net cash (used in) provided by operating activities	7,687,713	(257,296)	(29,690,109)	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	(8,300,517)	(18,896,864)	(16,550,333)	(12,141,601)
Payments on right-of-usage lease liability	(2,196,872)	3,896,089	4,634,371	(3,034,901)
Interest paid - right-of-usage lease liability	(6,336)	31,211	33,428	-
Payments on SBITA liability	(569,521)	(752,150)	(376,075)	(782,410)
Interest paid - SBITA	(443)	2,013	2,320	-
Net cash used by capital and related financing activities	(11,073,688)	(15,719,700)	(12,256,289)	(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>	6,614,025	(16,618,946)	(21,946,398)	(11,158,529)
CASH AND CASH EQUIVALENTS, beginning of year	50,302,358	66,921,303	66,921,303	78,079,832
CASH AND CASH EQUIVALENTS, year-to-date	\$ 56,916,382	\$ 50,302,358	\$ 44,974,905	\$ 66,921,303



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

May 21, 2025

**Subject:** Proposed Kern County Hospital Authority Operating and Capital Budgets for Fiscal Year 2025-2026

**Recommended Action:** Approve; Refer to Kern County Board of Supervisors for Approval

### **Summary:**

Kern Medical is anticipating a potential budget emergency due to Medicaid cuts by the Congress. The extent of the potential Medicaid cuts is unknown at this time due to the divergent versions of the House and Senate budget bills that must be reconciled. The House budget blueprint has extensive Medicaid reductions with a goal to cut \$880 billion in funding over 10 years while the Senate version is \$4 billion.

The recommended budgets for operations and capital are based on the best available information at this time. The Kern County Hospital Authority, which owns and operates Kern Medical Center (and referred to herein as "Kern Medical"), closely monitors economic and operational conditions in our organization, our local market, the state, and our nation, and will adjust operations as necessary throughout FY 2025-26 to ensure that adequate supplies and staffing levels are maintained to provide safe and quality patient care as well as fiscal sustainability.

### **Summary of FY 2025-26 Recommended Budgets**

Kern Medical budgeted \$630.5 million total revenue from all sources and \$628.0 million in expenses with EBIDA of \$22.3 million and net income of \$2.5 million. Kern Medical is also planning on \$13.0 million in capital expenditures with the funds provided by operations and grants.

### **Net Revenues**

Kern Medical budgeted \$630.5 million for total revenue for FY 2025-26. Budgeted operating revenue includes \$333.2 million from patient revenue net of contractual adjustments and bad debt from services to Medicare, Medi-Cal, commercial insurance, and private pay patients. Total revenue also includes \$223.4 million in net state and federal funding and \$3.4 million in county funding to reimburse Kern Medical for providing services to indigent and certain government-funded patients. Other operating revenue includes cafeteria sales, reimbursement from medical education, and services provided to other county departments. The budget also includes reimbursement of \$37.1 million from the County for Kern Medical to provide inpatient and outpatient services for adult inmates and juvenile detainees.

### **State and Federal Funding Program Changes**

Kern Medical will continue to participate in various indigent funding programs in FY 2025-26 including the Global Payment Program (GPP), the Quality Incentive Pool (QIP), the Enhanced Payment Program (EPP), and the Enhanced Care Management and Community Supports (ECM) program. ECM has replaced the Whole Person Care program as part of the State's CalAIM initiative. The largest program Kern Medical participates in is the (QIP). QIP is a pay-for-performance, quality incentive-based program that ties payments to designated

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A Designated Public Hospital

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performance metrics in primary care, specialty care, inpatient care, and resource utilization. EPP is based on overall utilization of contracted services with Medi-Cal managed care plans. In FY 2019-20 these two funding streams replaced the SPD-IGT and MCE to Cost programs. During FY 2024-25 the California Department of Health Care Services (DHCS) agreed to an increase of up to 48% for EPP to recognize cost increases and structural payment deficits for the state's designated public healthcare systems. For FY 2025-26, QIP net revenue is estimated at \$69.1 million, EPP net revenue is estimated at \$66.4 million, and \$34.3 million has been budgeted for GPP. It is anticipated that the overall total funding amounts for all of these supplemental programs should increase by about 12% over prior year. Estimates for all indigent funding streams are subject to change at the discretion of the state.

The FY 2025-26 budget includes approximately \$150 million in Intergovernmental Transfers (IGTs) paid to the state that will be used to draw down federal funding that corresponds with the indigent revenue programs. The IGT amounts represent the non-federal share of the indigent programs. Matching contributions to the state, as well as the return of the initial IGT investments, are reported in the budget under other charges and intergovernmental revenue, respectively.

As part of Kern Medical's priorities to both develop an integrated delivery system and meet certain regulatory requirements in primary care as a public hospital, Kern Medical will continue to pursue alternative payment models in FY 2025-26.

### **Operating and Other Expenses**

Budgeted operating expenses total \$628.0 million for FY 2025-26. Staffing costs, including nurse registry, accounts for \$434.4 million, which is Kern Medical's largest expense. The remaining \$193.6 million in operating expenses are comprised primarily of medical supplies, contracted physician fees, purchased medical services, external provider care services, insurance, utilities, and repairs and maintenance. Other expenses include recruiting, outreach, and legal expenses. The following annual obligations and amounts are included in the operating and other expenses: lease expenses of approximately \$395,000 per month for office space and information technology equipment; pension obligation bonds that total 1.4% of payroll; and approximately \$11,000 per covered employee per year for health and retiree health benefits.

Kern Medical has budgeted for a significant increase in total salaries and benefits expenses for FY 2025-26. A total of \$412.7 million of salaries and benefits have been budgeted for FY 2025-26, an increase of 11% over prior year. Approximately \$4.4 million in salary increases and a corresponding \$2.1 million increase in benefits are related to annual employee performance reviews.

### **Staffing and Authorized Positions**

The proposed budget provides funding for all authorized positions. Although all recommended positions are funded for FY 2025-26, it is important to note that Kern Medical budgets for staffing based on patient census and full-time equivalents (FTEs), not authorized positions. Mandated nurse-to-patient staffing ratios and the appropriate allocation of FTEs drive staffing costs, as is customary in the hospital industry.

Kern Medical has 2,545 authorized positions for FY 2025-26. At this point in time, 2,308 of these positions have been filled and 237 are vacant. We anticipate a 10% vacancy rate due to staff turnover and recruiting issues.

### **Planned Capital Expenditures**

Kern Medical is budgeting \$13.0 million in capital expenditures for FY 2025-26 funded by operations and grants. Of the \$13.0 million, \$2.0 million is for the replacement or upgrade of existing operating equipment. It is anticipated that \$1.0 million will be used to upgrade and modernize IT systems and infrastructure. The hospital

continues to make significant capital investments to address deficiencies in aging buildings and patient care areas with \$10.0 million budgeted for major capital and construction projects to address areas of immediate concern.

#### **Summary of Changes in Net Position**

Kern Medical is projected to have an ending fund balance of \$38.9 million as of June 30, 2025. Long-term liabilities primarily related to pension obligations incurred prior to the formation of the Kern County Hospital Authority reduce the net position by \$425.2 million. Adjusting for the effect of these liabilities leaves a budgetary net position of \$464.1 million. With a budgeted \$630.5 million in revenues from operations, total expenses of \$628.0 million, and \$10.0 million in capital expenditures, the planned change in net position is a decrease of \$7.5 million with an estimated budgetary balance of \$456.6 million.

#####

Kern Medical has proudly served our community for over 155 years and is one of California's 21 designated public hospitals and safety net providers caring for the most vulnerable. Our organization has a broad and vital mission as the county's only teaching hospital and trauma center. Kern Medical also has the distinction of providing vital specialty services not available elsewhere in our area. This includes inpatient behavioral health services for the most acute and medically complex patients as well as programs offered in the Sickle Cell Clinic, HIV Clinic, Shelter Medicine services, Addiction Medicine, GYN/Oncology, and mobile clinics in rural school settings. We continuously look forward to advancing our mission and enhancing access to care for all.



**KERN COUNTY HOSPITAL AUTHORITY  
Operating and Capital Budget  
Fiscal Year 2025-2026**

# KERN MEDICAL

## Hospital Operations Indicator Report

### Revenue

Volume	Actual 2023	Actual 2024	Projected 2025	Budget 2026	Financial Overview	Actual 2023	Actual 2024	Projected 2025	Budget 2026
Admits - Acute	9,356	9,608	10,130	10,145	EBIDA	18,445	19,646	22,441	22,272
Patient Days - Acute	59,351	60,008	64,605	62,415	EBIDA - SCRUBBED	16,945	19,646	22,441	22,272
LOS - Acute	6.3	6.2	6.4	6.2					
Adjusted Admissions	17,077	18,125	19,665	20,244	NOI	1,635	1,286	2,721	2,513
		Change in Adj. Admissions:		2.9%	NOI - SCRUBBED	1,254	1,286	2,721	2,513
Births	2,256	2,530	2,698	2,752	Operating Margin % - SCRUBBED	0.1%	0.1%	0.2%	0.2%
Surgeries - Inpatient	2,562	2,641	2,674	2,727	EBIDA Margin % - SCRUBBED	1.5%	1.5%	1.6%	1.5%
Surgeries - Outpatient	3,226	3,262	3,512	3,582	Debt Coverage Ratio	2.75	2.44	2.74	2.64
ER Visits	52,920	55,753	55,431	56,540					
Outpatient Visits	196,021	216,772	238,753	244,722	Gross Revenue per APD	10,559	11,639	11,122	12,040
					Outpatient Revenue %	45.2%	47.0%	48.5%	48.5%
Reimbursement	Actual 2023	Actual 2024	Projected 2025	Budget 2026	Payor Mix	Actual 2023	Actual 2024	Projected 2025	Budget 2026
Net Patient Rev	267,920	287,982	304,594	333,194	COMM FFS/HMO/PPO	13%	12%	11%	11%
Indigent Funding	173,298	201,287	215,228	223,402	MEDI-CAL	24%	16%	13%	13%
County Contribution	3,423	3,423	4,132	3,423	MEDI-CAL HMO - KERN HEALTH SYSTEMS	38%	43%	52%	52%
Correctional Medicine	31,016	34,173	37,173	37,146	MEDI-CAL HMO - OTHER	10%	10%	4%	4%
Capitation Revenue	1,404	186	999	852	MEDICARE	9%	11%	12%	12%
Ambulatory Surgery Center	0	0	0	0	MEDICARE HMO	4%	5%	5%	5%
Other Operating Revenue	30,037	24,163	32,335	32,335	OTHER GOVERNMENT	1%	2%	2%	2%
Net Rev	507,097	551,213	594,461	630,352	SELF-PAY	1%	1%	1%	1%
Net Patient Rev Yield	23.4%	22.6%	21.8%	22.8%					
Net Patient Rev Per AA	15,689	15,889	15,489	16,459					
		Change In Net Revenue per AA:		6.3%					



KERN MEDICAL Hospital Operations Indicator Report Expenses									
Labor*	Actual 2023	Actual 2024	Projected 2025	Budget 2026	Supplies	Actual 2023	Actual 2024	Projected 2025	Budget 2026
Labor Costs including Benefits	294,911	343,316	380,318	412,687	Supply Costs	60,843	61,103	66,954	72,171
Productive FTE's (Excl. Contract Labor)	1,719	1,864	1,987	2,034	Supplies as a % of Net Pt Rev	12.0%	11.1%	11.3%	11.4%
Non-Productive FTE's	276	300	293	302	Supplies per AA	3,563	3,371	3,405	3,565
Contract Labor % of Total Prod	6.5%	5.8%	5.3%	5.3%	Change in Supply Cost per AA:				4.7%
Overtime % of Prod HRs (Excl CL)	4.5%	4.0%	4.2%	4.2%	Pharmaceutical Cost per AA	1,113	952	1,042	1,093
Total FTE's per AOB	6.74	7.21	6.64	7.04					
Labor Cost per FTE (Inc Benefits)	147,823	158,649	166,815	176,659					
Change in Labor Cost per FTE:				5.9%					
Lbr Cost (Inc Ben) % of Total Exp	60.1%	64.6%	66.5%	67.9%					
Pur Ser & Other Expenses	Actual 2023	Actual 2024	Project 2025	Budget 2026	Other Key Statistics	Actual 2023	Actual 2024	Project 2025	Budget 2026
Medical Fees	25,482	27,495	28,816	29,468	Adjusted Patient Days	108,327	109,526	125,415	121,163
Other Professional Fees	25,186	16,648	16,914	16,307	Adjusted Occupied Beds	296.0	300.1	343.6	332.0
Purchased Services	30,223	31,236	34,456	33,647	Gross Days in AR, Excl Cap	72	72	62	60
Other Expenses	19,241	21,270	21,822	22,254					
Depreciation and Amortization	14,848	15,225	15,458	15,712					
Capital Expenses	Budget 2026								
Funded through operations									
Routine Equipment	2,000								
Information Technology	1,000								
Projects	4,000								
Funded through grants									
Projects	6,000								

Kern County Hospital Authority  
Budget for Fiscal Year 2026  
Exhibit A - Projected Income Statement

	<b>ACTUAL-FY25</b>	<b>PROJECTED</b>	<b>BUDGET</b>
	<b>JUL - FEB</b>	<b>FY25</b>	<b>FY26</b>
<b>Total Gross Charges</b>	\$ 926,771,620	\$ 1,394,853,540	\$ 1,458,817,339
<b>Total Patient Revenue Deductions</b>	(725,709,088)	(1,090,259,742)	(1,125,623,459)
<b>Net Patient Revenue</b>	201,062,532	304,593,798	333,193,880
<b>Indigent Funding</b>			
Correctional Medicine	24,781,709	37,172,564	37,146,267
County Indigent Funding	2,754,924	4,132,386	3,422,531
State and Federal Indigent Funding	145,828,335	215,228,335	223,401,855
<b>Total Indigent Funding</b>	173,364,968	256,533,285	263,970,653
<b>Capitation Premium Revenue</b>	665,782	998,673	852,188
<b>Income From Other Healthcare Related Entity (ASC)</b>	-	-	-
<b>Other Operating Revenue</b>	22,397,942	32,334,785	32,334,785
<b>Total Operating Revenue</b>	397,491,224	594,460,540	630,351,506
<b>Expenses</b>			
Salaries	179,474,946	269,212,419	290,993,754
Benefits	74,070,678	111,106,017	121,693,588
Registry Nurses	15,258,201	22,887,302	21,687,300
Medical Fees	19,544,135	28,816,203	29,468,177
Purchased Services	22,970,488	34,455,732	33,647,101
Supplies	44,969,462	66,954,193	72,171,445
Other Professional Fees	11,276,005	16,914,008	16,306,539
Other Expenses	14,547,811	21,821,717	22,254,281
<b>Operating Expenses</b>	382,111,726	572,167,589	608,222,184
<b>Gain/(Loss) From Operations</b>	15,379,498	22,292,951	22,129,321
Interest Expense	(928,082)	(1,392,123)	(1,377,591)
Interest-COP	(1,913,048)	(2,869,572)	(2,670,205)
<b>Interest Expense</b>	(2,841,130)	(4,261,695)	(4,047,796)
Depreciation Expense	(5,409,400)	(8,114,100)	(7,887,641)
Amortization	(4,895,960)	(7,343,940)	(7,824,018)
Other Non-Operating Revenue	98,658	147,987	143,105
<b>Net Non-Operating Revenue and Expense</b>	(13,047,832)	(19,571,748)	(19,616,350)
<b>Net Income/(Loss)</b>	\$ 2,331,666	\$ 2,721,203	\$ 2,512,972
<b>EBIDA</b>	\$ 15,478,156	\$ 22,440,938	\$ 22,272,427

Kern County Hospital Authority  
Budget for Fiscal Year 2026  
Exhibit B - Projected Change in Net Position

Projected Year end Retained Earnings for FY24-25

Estimated Ending Fund Balance Available as of June 30	38,927,127
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**Long Term Accounts**

22500271	LONG TERM L-POB 2003	1,758,055
22500273	LONG TERM L-POB 2008	5,392,893
22700000	NET PENSION LIABILITY	344,447,058
22701000	DEFERRED INFLOW-PENSIONS	36,070,074
22750271	LT INTEREST L-POB 2003	7,151,631
22760000	OTHER POST EMPLOYMENT BENEFITS	(1,452,817)
22761000	ACCRUED COMP ABSENCES LT	16,778,768
22762000	WORKERS COMP PAYABLE LT	3,643,201
22763000	PROFESSIONAL LIABILITY LT	4,144,007
22764000	RIGHT-OF-USAGE LIABILITY LT	6,223,677
22764000	SBITA OBLIGATION LIABILITY LT	1,023,585

<b>Budgetary Retained Earnings</b>	<b><u>\$ 464,107,260</u></b>
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BUDGET FY 25-26

Estimated Budgetary Retained Earnings Balance	464,107,260
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Sources and uses

Total FY 25-26 Estimated Revenues	630,494,611
Total FY 25-26 Estimated Expenses	(627,981,639)
Total FY 25-26 Estimated Capital Expenditures	(13,000,000)
Total Estimated Change in Net Position	(10,487,028)

<b>Estimated Ending Balance</b>	<b><u>\$ 453,620,231</u></b>
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Kern County Hospital Authority  
Budget for Fiscal Year 2026  
Exhibit C - Summary of Capital Expenditures

<u>Uses of Capital</u>			
Operating Equipment	IT Capital Projects	Capital Building and Construction	Total
\$ 2,000,000	\$ 1,000,000	\$ 10,000,000	\$ 13,000,000

<u>Sources of Capital</u>
Operations & Grant Revenue
\$ 13,000,000

Kern County Hospital Authority  
Budget for Fiscal Year 2026  
Exhibit D - Position Summary

<u>Division</u>	<u>Authorized</u>	<u>Filled</u>	<u>Vacant</u>	<u>Total</u>
Kern Medical	2,545	2,308	237	2,545



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

May 21, 2025

**Subject:** Proposed approval of the Kern County Hospital Authority Community Health Center budget for the period July 1, 2025 through June 30, 2026

**Recommended Action:** Approve; Refer to Community Health Center Board of Directors for approval

### **Summary:**

As part of Kern Medical's priorities to both develop an integrated healthcare delivery system and meet certain regulatory requirements in primary care as a public hospital, Kern Medical continues to pursue alternative payment models. As part of this effort, Kern Medical is undertaking Health Resources Services Administration (HRSA) designation for its primary care clinics as clinics that are eligible for payment rates comparable to the rates realized by Federally Qualified Health Center (FQHC) payment rates. The Kern Medical model will be hospital-based, not a stand-alone FQHC. Instead, the Kern County Hospital Authority Community Health Center (CHC) will be considered an FQHC Look-Alike (LAL) clinic system. An LAL meets all of the eligibility requirements of a FQHC and receives many of the same benefits. Most notably, LAL clinics receive reimbursement for patient services at rates comparable to FQHC clinic reimbursement rates.

The proposed LAL application budget includes all current in-scope services provided in a one-year budget period, including medical and behavioral health visits provided across in-scope clinical sites. In Year 1 of operation, CHC expects to provide a total of 103,712 medical visits and 15,808 behavioral health visits, generating a total of \$37.5 million in patient service revenue. As an FQHC-LAL, the CHC will be eligible for enhanced PPS reimbursement for Medicaid and Medicare patients, who are expected to comprise 69.1% and 13.1% of patients respectively. The CHA expects 11.9% of its payer mix to consist of commercially insured patients, and 5.9% of patients to be self-pay.

### **Net Revenues**

The CHC budgeted \$56.5 million of total revenue for the period of July 1, 2025 through June 30, 2026. Total revenue includes \$37.5 million of patient service revenue. Budgeted patient revenue is based on the approximate number of total clinic visits expected and a conservative per visit reimbursement rate. In addition, total revenue includes \$10.3 million in contributions from Medi-Cal supplemental programs. For the LAL application budget, HRSA requires that the organization provide a breakeven budget. As such, in Year 1, the CHC is expected to invest \$8.7 million to cover expected expenses associated with the organization's first year of operation as an LAL.

### **Operating and Other Expenses**

Budgeted operating and other expenses total \$56.5 million for the period of July 1, 2025 through June 30, 2026. Staffing costs, including fringe benefits, account for \$43.9 million, which is the CHC's largest expense. These costs include a total of 30.25 directly employed medical providers, including physicians, nurse practitioners, and medical residents, as well as 14.00 full-time equivalents (FTEs) directly employed behavioral health providers. Additional ancillary and support staff are also included. The remaining \$12.5 million of operating expenses are

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

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

comprised primarily of medical supplies, contracted physician fees, purchased medical services, insurance, utilities, and repairs and maintenance. Other expenses include recruiting, legal expenses, and lease expenses

for office space and information technology. In addition, a percentage of overhead expenses from Kern Medical services and support departments such as housekeeping, engineering, and information systems has been allocated to the CHC and is included in total operating expense.

**Staffing and Authorized Positions**

The proposed budget provides funding for all authorized positions. Although all recommended positions are funded for the year, it is important to note that the CHC budgets for staffing based on patient clinic visits and FTEs, not authorized positions. The appropriate allocation of FTEs drive staffing costs, as is customary in the healthcare industry.

Therefore, it is recommended that your Board approve the Kern County Hospital Authority Community Health Center budget for the period July 1, 2025 through June 30, 2026, and refer to the Kern County Hospital Authority Community Health Center Board of Directors for approval.



**Kern County Hospital Authority  
Community Health Center  
Board of Directors' Report – May 2025**



# Kern County Hospital Authority Community Health Center

## LOOK ALIKE INITIAL DESIGNATION BUDGET NARRATIVE

<b>KERN MEDICAL OUTPATIENT HEALTH LOOK ALIKE INITIAL DESIGNATION: YEAR 1 BUDGET NARRATIVE REVISED 5/12/2025</b>			
REVENUE			
REVENUE	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Applicant: Retained Earnings	\$ -	\$ 8,736,445	\$ 8,736,445
Federal Funding	\$ -	\$ -	\$ -
Other Federal	\$ -	\$ -	\$ -
State Funds	\$ -	\$ -	\$ -
Local Government: Indigent Program Funding	\$ -	\$ -	\$ -
Private Grants/Contracts	\$ -	\$ -	\$ -
Contributions	\$ -	\$ -	\$ -
Other: Indigent Patient Care Funding, Quality and Pay for Performance Incentive Payments	\$ -	\$ 10,300,000	\$ 10,300,000
Program Income	\$ -	\$ 37,461,666	\$ 37,461,666
<b>TOTAL REVENUE</b>	<b>\$ -</b>	<b>\$ 56,498,112</b>	<b>\$ 56,498,112</b>

# Kern County Hospital Authority Community Health Center

## LOOK ALIKE INITIAL DESIGNATION BUDGET NARRATIVE

EXPENSES			
PERSONNEL	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Administration	\$ -	\$ 4,580,437	\$ 4,580,437
Medical	\$ -	\$ 17,180,443	\$ 17,180,443
Dental	\$ -	\$ -	\$ -
Behavioral Health	\$ -	\$ 1,305,084	\$ 1,305,084
Enabling Services	\$ -	\$ 807,447	\$ 807,447
Other Staff	\$ -	\$ 5,366,752	\$ 5,366,752
<b>TOTAL PERSONNEL</b>	<b>\$ -</b>	<b>\$ 29,240,163</b>	<b>\$ 29,240,163</b>
FRINGE BENEFITS	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
FICA @ 7.65%		\$ 2,236,872	\$ 2,236,872
Medical & Dental @ 14.8%		\$ 4,327,544	\$ 4,327,544
Unemployment & Worker's Compensation @ 0.78%		\$ 22,807	\$ 22,807
Disability @ 1.1%		\$ 321,642	\$ 321,642
Retirement @ 26.53% (inc. Deferred Compensation, POB)		\$ 7,757,415	\$ 7,757,415
<b>TOTAL FRINGE BENEFITS @ 50%</b>	<b>\$ -</b>	<b>\$ 14,666,281</b>	<b>\$ 14,666,281</b>

# Kern County Hospital Authority Community Health Center

## LOOK ALIKE INITIAL DESIGNATION BUDGET NARRATIVE

TRAVEL EXPENSES	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Hotel and Lodging		\$ 188,010	\$ 188,010
Business Mileage & Airfare		\$ 156,480	\$ 156,480
Conference Registration/Educational Expense (includes for ACGME, Associated Hospital Education Medical Institute conference, NACHC, and CPCA conferences)		\$ 184,823	\$ 184,823
<b>TOTAL TRAVEL</b>	<b>\$ -</b>	<b>\$ 529,313</b>	<b>\$ 529,313</b>

EQUIPMENT	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Minor Medical Equipment (includes blood pressure cuffs, single-use devices/instruments, circumcision instruments, SPO2, Connectivity)	\$ -	\$ 366,356	\$ 366,356
Equipment Rental (includes computer lease with Presidio Technology Capital LLC)	\$ -	\$ 57,010	\$ 57,010
Capital Equipment: Colposcope @\$7,895	\$ -	\$ 7,895	\$ 7,895
<b>TOTAL EQUIPMENT</b>	<b>\$ -</b>	<b>\$ 431,261</b>	<b>\$ 431,261</b>

# Kern County Hospital Authority Community Health Center

## LOOK ALIKE INITIAL DESIGNATION BUDGET NARRATIVE

SUPPLIES	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Medical Supplies @ \$5.27 per visit		\$ 629,466	\$ 629,466
Pharmaceuticals @ \$4.07 per visit		\$ 491,293	\$ 491,293
Food & Catering for employee meetings and events		\$ 655,698	\$ 655,698
Cleaning Supplies for clinics		\$ 262,518	\$ 262,518
Office Supplies (includes paper, printer, general office supplies for clinics and admin sites)		\$ 618,904	\$ 618,904
Uniforms		\$ 19,959	\$ 19,959
Internal Trainings & Meeting Costs (includes in-house training through Elsevier Learning, webinars)		\$ 89,298	\$ 89,298
Laboratory Supplies @ \$0.53 per visit		\$ 63,294	\$ 63,294
Community & Outreach events (including related to Cancer Walk, Valley Fever Walk, employee appreciation events)		\$ 48,163	\$ 48,163
<b>TOTAL SUPPLIES</b>	<b>\$ -</b>	<b>\$ 2,878,593</b>	<b>\$ 2,878,593</b>

CONTRACTUAL	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Contracted Medical Providers		\$ 753,079	\$ 753,079
Other Professional Services: Health Educators, Nutritionists, Dieticians		\$ 108,374	\$ 108,374
Housekeeping & Custodial Services for clinics		\$ 254,981	\$ 254,981
Laundry & Linen Services		\$ 89,817	\$ 89,817
Security		\$ 234,949	\$ 234,949
Recruitment & Retention		\$ 107,170	\$ 107,170
Accounting & Audit Fees		\$ 48,500	\$ 48,500
Legal Fees		\$ 79,246	\$ 79,246
Interpreter Fees		\$ 75,956	\$ 75,956
Medical Waste Disposal		\$ 80,624	\$ 80,624
<b>TOTAL CONTRACTUAL</b>	<b>\$ -</b>	<b>\$ 1,832,696</b>	<b>\$ 1,832,696</b>

# Kern County Hospital Authority Community Health Center

## LOOK ALIKE INITIAL DESIGNATION BUDGET NARRATIVE

OTHER	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
Physician Loan Forgiveness: interest paid		\$ 841	\$ 841
Repairs and Maintenance		\$ 248,000	\$ 248,000
IT Support and Maintenance		\$ 424,714	\$ 424,714
Provider & Staff Education (includes books/supplies for residents, CME, online trainings)		\$ 186,135	\$ 186,135
Licenses, Permits, and Fees		\$ 106,592	\$ 106,592
Utilities (includes expense related to gas, electric, water)		\$ 298,193	\$ 298,193
Insurance (includes general liability, professional liability, and other insurance expense)		\$ 440,000	\$ 440,000
Telecommunications: phone & internet expense @ \$8,209/month		\$ 98,510	\$ 98,510
Subscriptions and Membership Dues		\$ 186,676	\$ 186,676
Recruitment Expense		\$ 147,323	\$ 147,323
Employee Turnover Cost (for recruitment of new employees: \$10k per provider at a 5.73% turnover rate and \$3.5k for all other employees at a 3.93% turnover rate)		\$ 405,885	\$ 405,885
Computer Software (includes EHR, PeopleSoft/Cerner, Strata-Jazz, other software expense)		\$ 1,498,009	\$ 1,498,009
Freight & Postage		\$ 19,740	\$ 19,740
Advertising & Promotion		\$ 53,470	\$ 53,470
Credentialing (includes Symplr software @ \$82k per year)		\$ 113,289	\$ 113,289
Bank Service Charges		\$ 13,406	\$ 13,406
Interest Expense		\$ 512,144	\$ 512,144
Rent @ \$180,573 per month		\$ 2,166,878	\$ 2,166,878
<b>TOTAL OTHER</b>	<b>\$ -</b>	<b>\$ 6,919,805</b>	<b>\$ 6,919,805</b>

# Kern County Hospital Authority Community Health Center

## LOOK ALIKE INITIAL DESIGNATION BUDGET NARRATIVE

TOTAL PAYROLL		\$ 43,906,444	\$ 43,906,444
TOTAL NON-PAYROLL		\$ 12,591,668	\$ 12,591,668
TOTAL DIRECT CHARGES	\$ -	\$ 56,498,112	\$ 56,498,112
INDIRECT CHARGES	Year 1: Federal Request	Year 1: Non-Federal Resources	Year 1 Total
	\$ -	\$ -	\$ -
TOTAL INDIRECT CHARGES	\$ -	\$ -	\$ -
TOTALS	\$ -	\$ 56,498,112	\$ 56,498,112
Net Balance	\$0	\$0	\$0



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

May 21, 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.



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

May 21, 2025

**Subject:** Monthly report on What's Happening at Kern Medical Center

**Recommended Action:** Receive and File

**Summary:**

Each month Kern Medical will be sharing a report with your Board on "What's Happening" in and around Kern Medical.

Therefore, it is recommended that your Board receive and file the attached report on What's Happening at Kern Medical.





*What's Happening?*



## NEW PODCAST EPISODE

Search "Kern Medical - Health for Life"

*EPISODE FOUR - Bariatric Surgery w/ Dr. Sbeih*



Apple




Spotify


# Spartan Race Recap




# Blood Drive Results

**HOUCHIN**   
COMMUNITY BLOOD BANK

*blood drive*



**APRIL  
RESULTS**

 KernMedical

**4 FIRST - TIME  
DONORS**

**19 UNITS  
COLLECTED**

**57 LIVES  
SAVED!**

Next blood drive: June 2025

# JJ's Legacy Gala



Kern Medical was proud to partner with Adventist Health to sponsor the JJ's Legacy Gala for another year in a row. As a trauma hospital, Kern Medical shares a deep commitment to JJ's Legacy's mission of promoting organ donation. Supporting this cause is an extension of our dedication to saving lives and honoring the legacy of those who give the gift of life.



# Valley Fever Walk



The Valley Fever Institute at Kern Medical hosted its annual Valley Fever Walk, bringing the community together for a fun and impactful day in support of awareness and action.

# Donate Life Flag-Raising Ceremony



Kern Medical raised the Donate Life and OneLegacy flag to honor Donate Life Month, highlighting the importance of organ, eye, and tissue donation through a meaningful ceremony.

## CSUB Outreach



Kern Medical showcased its research programs at CSU Bakersfield, connecting with students interested in future research opportunities.

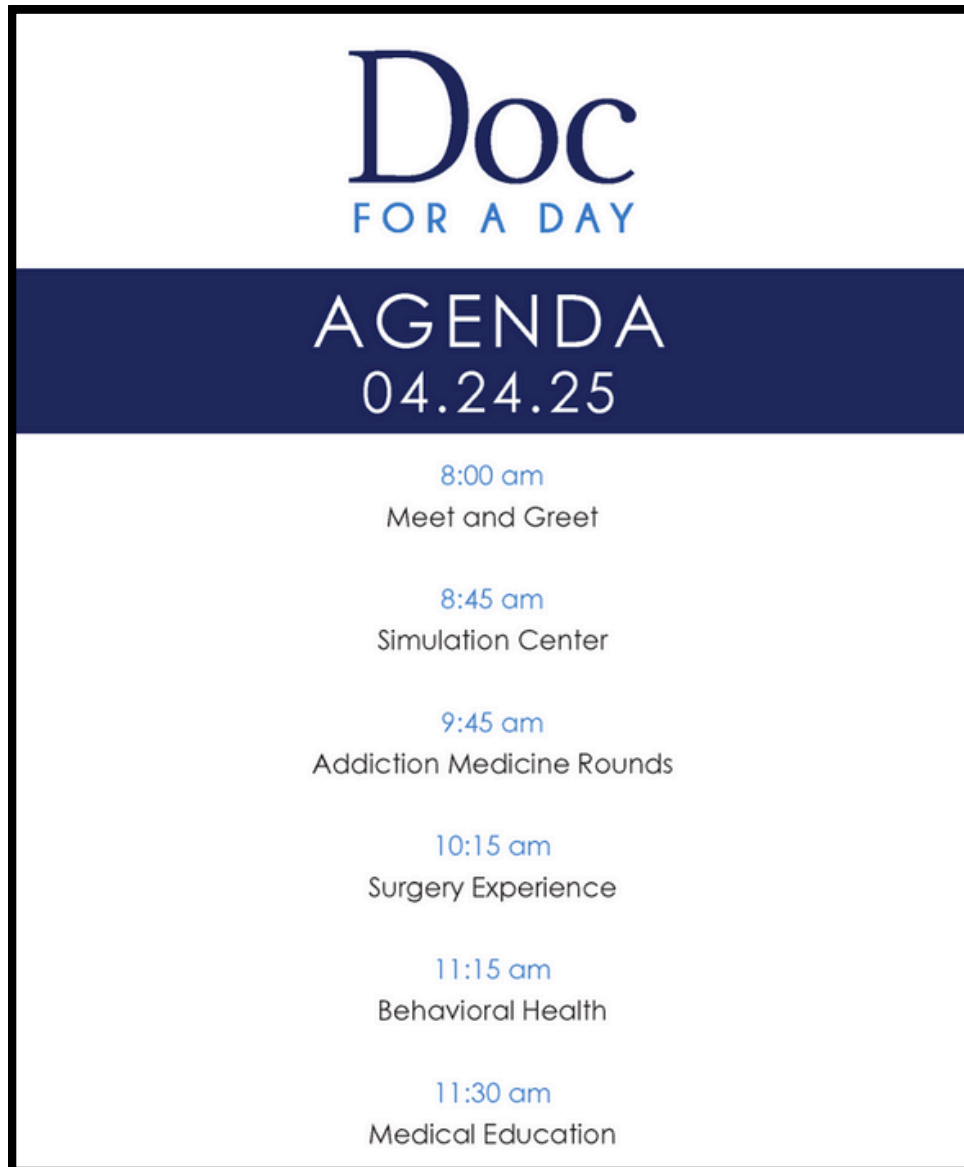


# Bakersfield Women's Business Conference



Kern Medical proudly participated as an exhibitor at the 35th Annual Bakersfield Women's Business Conference. The event brought together over 1,400 attendees for a day of empowerment, networking, and professional development.

# Doc for a Day



Kern Medical's "Doc for a Day" is an immersive experience where guests have the opportunity to tour the hospital, meet with physicians and leadership, and gain firsthand insight into the impactful work being done across our departments.



# Relay for Life



Kern Medical and Adventist Health teamed up once again to support the American Cancer Society's Relay for Life 2025. We were proud to have Dr. Trang, Kern Medical's Chief of Otolaryngology and Head and Neck Oncology, represent us on the physicians panel.

# Fiesta in the Courtyard



Fiesta in the Courtyard brought staff together for a Cinco de Mayo celebration, featuring La Rosa Bars and support for the Employee Giving Campaign through pledges.

# Nurses Week



## Happy Nurses Week

### Monday, May 5

- **Blessing of the Hands Prayer**
  - 6 pm (Emergency Department)

### Tuesday, May 6

- **Blessing of the Hands Prayer**
  - 3 pm
- **Coffee & Tea Bar**
  - 6:30 am – 8:30 am (ED)
  - 8 am – 10 am in (G-Wing)
  - 8:30 am - 10:30 am (Columbus ITCR Pantry)

### Wednesday, May 7

- **Blessing of the Hands Prayer**
  - 10 am (Columbus)
- **Coffee & Tea Bar**
  - 6:30 am – 8:30 am (2C, ICU/DOU and OR/PACU)
- **Nurses Week Gift Distribution**
  - 7 am – 10 am (Kern Medical Café)

### Thursday, May 8

- **Coffee & Tea Bar**
  - 6:30 am – 8:30 am (3B, 3C, 3D)
  - 8:30 am - 10:30 am (Columbus ITCR Pantry)
- **Retail Therapy in the Courtyard**
  - Vendors on site from 10 am - 2 pm
- **Friends of Nursing**
  - 10 am (Kern Medical Courtyard)
- **Nurses Week Gift Distribution**
  - 10 am – 2 pm (Kern Medical Courtyard)

### Friday, May 9

- **Coffee & Tea Bar**
  - 6:30 am – 8:30 am (Room 4244)
- **Gift Raffle**
  - 12 pm (Kern Medical Courtyard)
- **Nurses Week Gift Distribution**
  - 12 pm – 2 pm (Kern Medical Courtyard)

*Honoring the hands that heal*



# Hospital Week



## HOSPITAL & NURSES WEEK

MAY  
12-16

### MONDAY

#### KERN MEDICAL MUSIC VIDEO!

#### Gift Distribution:

Hospital Cafe  
11 AM - 1 PM

Columbus Clinic  
3 PM - 4:30 PM



#### CRAZY SOCK DAY

Wear your craziest sock combinations!

### TUESDAY

#### SWEET N' SAVORY

#### Snack Baskets

Snack baskets will be delivered to all Outpatient Clinics and Support Offices.

#### Gift Distribution:

Q Street  
9:30 AM - 11 AM

Hospital Cafe  
12 PM - 1 PM

Stockdale  
3 PM - 4:30 PM



#### TWIN DAY

Match with your twin or your team!

### WEDNESDAY

#### WELLNESS WEDNESDAY

#### Stretching and Breathing Sessions

Treats will be available in the Cafe and delivered to all Outpatient Clinics and Support Offices.

#### Gift Distribution:

Hospital Cafe  
6 AM - 9 AM

Office Park  
1 PM - 2:30 PM



Wear your brightest colors!

### THURSDAY

#### LA ROSA ICE CREAM BARS

#### Kern Medical Courtyard

11 AM - 1 PM

Night Shift Rounding  
8 PM - 9 PM

La Rosa will be delivered to all Outpatient Clinics and Support Offices.



#### Gift Distribution:

Columbus Clinic  
9 AM - 11 AM

Kern Medical Courtyard  
11 AM - 1 PM



#### HAWAIIAN SHIRT DAY

Shirts must be collared!

### FRIDAY

#### TRIVIA DAY PLAY TO WIN A PRIZE!

(ALL LOCATIONS ELIGIBLE)

+

#### YEAR IN REVIEW VIDEO!

Trivia winners will be announced on Monday, May 19th!

#### Gift Distribution:

Hospital Cafe  
9 AM - 11 AM

M Street  
2 PM - 3 PM



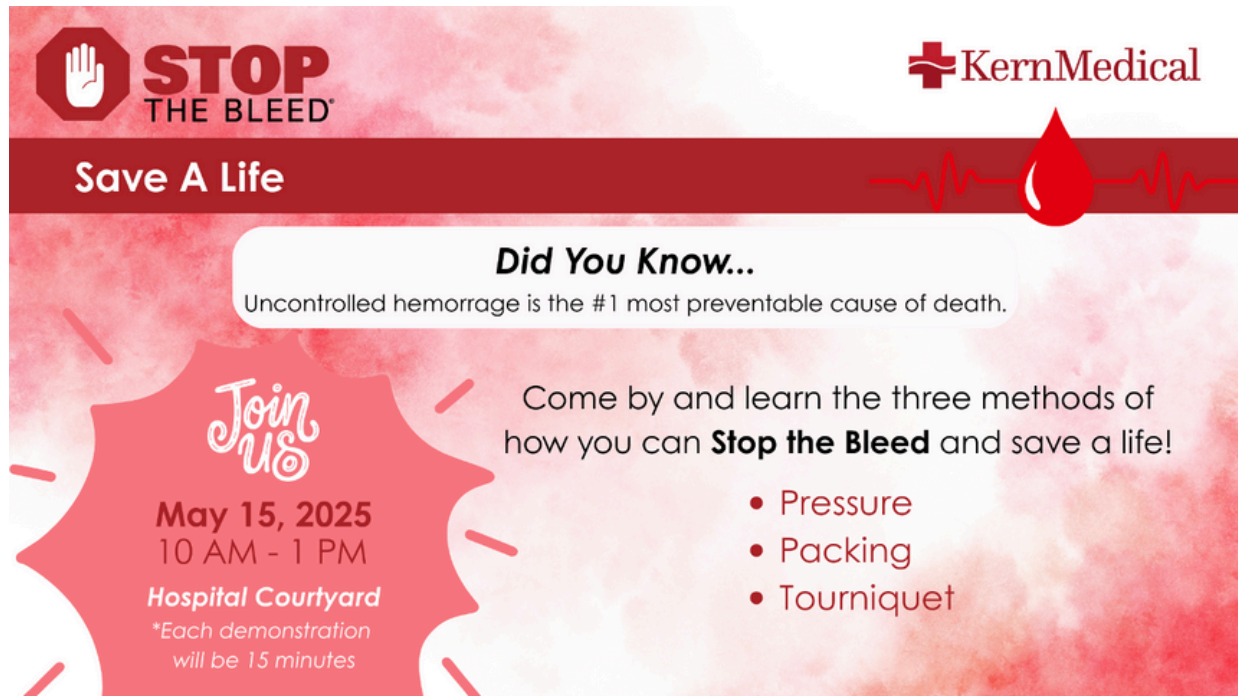
#### SPIRIT DAY

Show your team spirit by wearing blue!

## THANK YOU FOR ALL YOU DO!



# Stop the Bleed



**STOP**  
THE BLEED

**KernMedical**

**Save A Life**

**Did You Know...**  
Uncontrolled hemorrhage is the #1 most preventable cause of death.

*Join us*  
**May 15, 2025**  
10 AM - 1 PM  
**Hospital Courtyard**  
*\*Each demonstration will be 15 minutes*

Come by and learn the three methods of how you can **Stop the Bleed** and save a life!

- Pressure
- Packing
- Tourniquet

## Kern Medical Commercials



**CATCH US ON THE AIR!**  
*Two Kern Medical commercials are now live*

**KernMedical**

# Kern Medical in the News

## LOCAL NEWS

### Kern Medical, CSUB to cohost event highlighting surgery residency program, pre-med opportunities

by: Sangmin Kim  
Posted: Apr 9, 2025 / 12:11 PM PDT  
Updated: Apr 9, 2025 / 12:11 PM PDT

BAKERSFIELD, Calif. (KGET) — Kern Medical and California State University, Bakersfield will host an event on April 23 to inform CSUB students about the different opportunities in the medical field.

CSUB announced a collaborative initiative with Kern Medical that hopes to strengthen the hospital's surgery residency program and support future medical professionals through the university's pre-med pathway. They also aim to highlight research opportunities, CSUB said in a press release.

The event is scheduled for April 23 from 9 a.m. to noon at the CSUB campus located at 9001 Stockdale Highway, in front of the Student Union, according to CSUB.

# Kern Medical in the News

## Valley fever often mistaken for pneumonia, Kern Medical raises awareness with local events

by BakersfieldNow Staff | Thu, April 3rd 2025 at 7:58 AM  
Updated Thu, April 3rd 2025 at 10:25 AM



file PHOTO: KBK/KBFX

# 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)

# National Recognitions - May

- Hospital Week
- Nurses Week
- Mental Health Month
- Older Americans Month
- Oncology Nursing Month
- National Physical Fitness and Sports Month
- National Women's Health Week (5/14 - 5/20)

# Did You Know - The Hidden Treasures of Kern Medical's Clinics

- **Columbus Weekend Hours** – Open Saturdays & Sundays, 8 AM – 7:30 PM
- **Columbus Pediatric Clinic** – Open Saturdays 8 AM – 8:30 PM; Late hours on Tuesdays/Thursdays until 8:30 PM
- **Non-Stress Tests (NSTs)** relocated to Columbus Clinic in 2024
- **PharmD Clinic at Columbus** – Treats Type 2 Diabetes and Hypertension
- **Sickle Cell Clinic at Columbus** – Offers treatment including pain management, transfusions, and medications
- **Dr. Ghassan Abuhamad** offers Sclerotherapy – Minimally invasive treatment for varicose and spider veins
- **Dr. Najib Ussef** – Fellowship-trained orthopedic surgeon, specializes in sports medicine and general orthopedics (Stockdale and hospital)
- **Dr. Yufan Chen** offers Bulkamid injections – A less invasive treatment for stress urinary incontinence
- **Dr. Donald Burt** offers an Allergy Clinic (19th Street); Dr. Moh'd Sbeih offers a Bariatric Clinic (Q Street)



**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 May 21, 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 May 21, 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 May 21, 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: Service Employees  
International Union, Local 521 Plaintiff/Petitioner, v. Kern County Hospital  
Authority, Kern Medical Surgery Center, LLC, and DOES 1-25, Defendants/  
Respondents, Kern County Superior Court Case No. BCV-22-101782 GP –

**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 May 21, 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) –

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

The Board of Governors will hold a closed session on May 21, 2025, to consider:

  X   PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) –

**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 May 21, 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 –