



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, July 16, 2025

11:30 A.M.

BOARD TO RECONVENE

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

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

STAFF RECOMMENDATION SHOWN IN CAPS

PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for the Kern County Hospital Authority Board of Governors special meeting on June 18, 2025 –
APPROVE

CA

- 4) Proposed Rental Service Agreement with Mission Linen Supply, an independent contractor, for linen and laundry services for a term of five years from July 30, 2025 through July 31, 2030, in an amount not to exceed \$650,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 5) Proposed Agreement with Ken Dunbar and Sons, Inc., an independent contractor, for construction management services for the Valley Fever Institute, in an amount not to exceed \$1,480,759, effective July 16, 2025, until project completion –
MAKE A FINDING THAT THE PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302 AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 6) Proposed Addendum to Agreement 03377421.0 and Price Quote with GE Healthcare Technologies, Inc., and independent contractor, for purchase of a maintenance kit for anesthesia machines in an amount not to exceed \$12,813, plus applicable fees and taxes, effective July 16, 2025 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed Agreement with MMA Securities LLC, an independent contractor, for retirement plan advisory and consulting services for the Kern County Hospital Authority Defined Contribution Plan for Physician Employees for a term of three years from July 16, 2025 through July 15, 2028, in an amount not to exceed \$180,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Ordering Document CPQ-3778502, with Oracle America, Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of tissue and implant tracking software, installation, and maintenance for a term of five years from July 16, 2025 through July 15, 2030, in an amount not to exceed \$101,338 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed Amendment No. 4 to Agreement 099-2023 with Alton Scott Thygerson, a contract employee, for Chief Executive Officer services for the period July 19, 2023 through July 19, 2026, for voluntary deferral of automatic salary adjustment and annual incentive compensation until 2026 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed election of officers to the Kern County Hospital Authority Board of Governors –
ELECT OFFICERS

CA

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

- 12) Proposed retroactive Amendment No. 3 to Agreement 26121 with Bryant A. Nachtigall, D.P.M., a contract employee, for professional medical services in the Department of Surgery for the period July 17, 2021 through December 31, 2025, increasing the maximum payable by \$1,365,750, from \$1,800,000 to \$3,165,750, to cover the term, effective September 1, 2024 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

- 13) Proposed retroactive Amendment No. 2 to Agreement 100-2023 with Mohammed A.S. Molla, M.D., a contract employee, for professional medical and administrative services in the Department of Psychiatry for the period August 16, 2023 through August 15, 2028, increasing the max payable by \$100,000, from \$3,000,000 to \$3,100,000, to cover the term, effective July 1, 2025 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

- 14) Kern County Hospital Authority Chief Financial Officer report –
RECEIVE AND FILE

- 15) Kern County Hospital Authority Chief Executive Officer report –
RECEIVE AND FILE –

CA

- 16) Monthly report on What's Happening at Kern Medical Center –
RECEIVE AND FILE

CA

- 17) Miscellaneous Correspondence as of June 30, 2025 –
RECEIVE AND FILE

CA

- 18) Claims and Lawsuits Filed as of June 30, 2025 –
RECEIVE AND FILE –

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 19) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 20) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) –
- 21) 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 –
- 22) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(4)) Number of cases: One (1) Based on existing facts and circumstances, the Board of Governors has decided to initiate or is deciding whether to initiate litigation –
- 23) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –
- 24) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) –
- 25) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the Authority but which the Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed (Government Code Section 54956.9(e)(1)) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, AUGUST 20, 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

17) MISCELLANEOUS CORRESPONDENCE RECEIVED AS OF JUNE 30, 2025 –

- A) Correspondence received from Kathleen Krause, Clerk of the Board, Kern County Board of Supervisors, concerning the reappointment of Philip McLaughlin to the Kern County Hospital Authority Board of Governors, term to expire June 30, 2028
- B) Correspondence received from Kathleen Krause, Clerk of the Board, Kern County Board of Supervisors, concerning the reappointment of Eric Merz to the Kern County Hospital Authority Board of Governors, term to expire June 30, 2028

CA

18) CLAIMS AND LAWSUITS FILED AS OF JUNE 30, 2025 –
RECEIVE AND FILE

- A) Notice of Filing of Discrimination Complaint in the matter of Melinda Jackson



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, June 18, 2025

11:30 A.M.

BOARD RECONVENED:

Board Members: Anderson, Berjis, McLaughlin, Merz, Pelz, Pollard, Stout
Roll Call: 6 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

ITEMS FOR CONSIDERATION

- CA
3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on May 21, 2025 –
APPROVED
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

- CA
4) Proposed renewal and binding of insurance coverages for hospital professional liability, general liability and umbrella/excess liability, workers' compensation and employers liability, automobile liability, heliport and non-owned aircraft liability, directors and officers liability, employment practices liability, healthcare regulatory liability, crime, privacy and security (cyber) liability, premises pollution liability, underground storage tank liability, employed lawyers professional liability, fiduciary liability, with option to finance selected premiums through PRISM and AFCO Direct Capital Finance in an amount not to exceed \$2,122,052, effective June 30, 2025 –
APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO BIND COVERAGE; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN COMMERCIAL INSURANCE PREMIUM FINANCE AGREEMENT-PROMISSORY NOTE 059-2025 WITH AFCO DIRECT CAPITAL FINANCE SUBJECT TO APPROVAL AS TO FORM BY COUNSEL
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

- CA
5) Proposed retroactive Assignment and Assumption Amendment to Agreement 036-2024 between Moss Adams LLP, Baker Tilly US LLP and Kern County Hospital Authority, effective June 3, 2025 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 060-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

- CA
6) Proposed retroactive Amendment No. 1 to Agreement 036-2024 with Baker Tilly US LLP (formally Moss Adams LLP), an independent contractor, for financial auditing services for the period April 1, 2024 through March 31, 2025, extending the term for one year from April 1, 2025 through March 31, 2026, and increasing the maximum payable by \$217,650, from \$198,750 to \$416,4000, to cover the term, effective April 1, 2025 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 061-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

- CA
7) Proposed Engagement Letter from Baker Tilly US LLP (formally Moss Adams LLP), an independent contractor, regarding the audit of Kern Medical Center financial statements for the fiscal year ended June 30, 2025, in an amount not to exceed \$217,650 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 8) Proposed Amendment Number 1 to Agreement 079-2022 with Verity Solutions Group, Inc., an independent contractor, for 340B split billing services and software for the period June 24, 2022 through June 27, 2025, extending the term for five years from June 28, 2025 through June 27, 2030, an increasing the maximum payable by \$162,000, from \$115,000 to \$277,000, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 062-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 9) Proposed acceptance of donation from Federal Emergency Management Agency Center for Domestic Preparedness for travel and related expenses to cover all costs for three Kern Medical Center employees to attend the "Healthcare Leadership for Mass Casualty Incidents" training in Anniston, Alabama, from July 6, 2025 through July 12, 2025 –
APPROVED; ADOPTED RESOLUTION 2025-015
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 10) Proposed BD Quote Form with BD, C.R. Bard Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of Enspire breast biopsy machine in an amount not to exceed \$5,502 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 063-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 11) Proposed Software License Agreement with TruAsset, LLC, an independent contractor, containing nonstandard terms and conditions, for purchase of a computerized maintenance management system for medical equipment from June 18, 2025 through June 17, 2028, in an amount not to exceed \$14,700 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 064-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 12) Proposed Sales Order CPQ-3491752 with Oracle America, Inc., an independent contractor, for purchase of a laboratory interface with maintenance for the electronic health record for the period June 18, 2025 through June 17, 2028, in an amount not to exceed \$25,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 065-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 13) Proposed Agreement with Katelyn B. Furey, M.D., a contract employee, for professional medical services in the Department of Obstetrics and Gynecology from October 4, 2025 through October 3, 2028, in an amount not to exceed \$3,150,000, plus applicable benefits –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 066-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 14) Proposed Agreement with Karim R. Merchant, M.D., a contract employee, for professional medical services in the Department of Medicine from August 9, 2025 through August 8, 2028, in an amount not to exceed \$2,000,000, plus applicable benefits –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 067-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 15) Proposed Amendment No. 3 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 \$750,000, from \$5,726,435 to \$6,476,435, to cover the term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 068-2025
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 16) Proposed Compliance Program for Fiscal Year 2025-2026 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

CA

- 17) Report on upcoming anticipated retroactive agreements –
RECEIVED AND FILED
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

18)

Report on the Cisco Telephony Upgrade –
CO-CHIEF INFORMATION OFFICER EZZAT KHALIL HEARD; DIRECTOR ANDERSON ASKED IF AN INVENTORY ASSESSMENT HAD BEEN DONE TO ENSURE A SYSTEM REPLACEMENT IS NEEDED; DIRECTOR STOUT ASKED ABOUT THE STATUS OF THE LICENSE AFTER SEVEN YEARS AND WHETHER MAINTENANCE IS COVERED UNDER THE AGREEMENT; DIRECTOR MCLAUGHLIN ASKED HOW THE PROPOSED VENDORS, CISCO AND PRESIDIO, WERE VETTED BY STAFF; MR. KHALIL RESPONDED; RECEIVED AND FILED
Stout-Merz: 5 Ayes; 2 Absent - Berjis, Pollard

19)

Proposed Lease Agreement with Cisco Systems Capital Corporation, an independent contractor, containing nonstandard terms and conditions, to finance the purchase of equipment and services for the Cisco Telephony Upgrade from July 1, 2025 through June 30, 2030, in an amount not to exceed \$1,808,039 –
CO-CHIEF INFORMATION OFFICER EZZAT KHALIL HEARD; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 069-2025; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN RELATED DOCUMENTS SUBJECT TO APPROVAL AS TO FORM BY COUNSEL
Merz-Pelz: 5 Ayes; 2 Absent - Berjis, Pollard

20)

Proposed Quote 2003225501586 with Presidio Networked Solutions Group, LLC, an independent contractor, containing nonstandard terms and conditions, for purchase of equipment and services for the Cisco Telephony Upgrade from July 1, 2025 through June 30, 2032, in an amount not to exceed \$1,867,642 –
CO-CHIEF INFORMATION OFFICER EZZAT KHALIL HEARD; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 070-2025; AUTHORIZED CHIEF EXECUTIVE OFFICER TO ACKNOWLEDGE RECEIPT OF EQUIPMENT; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN RELATED DOCUMENTS SUBJECT TO APPROVAL AS TO FORM BY COUNSEL
Stout-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

- 21) Proposed Statement of Work with Presidio Networked Solutions Group, LLC, an independent contractor, for professional services to support the Cisco Telephony Upgrade from July 1, 2025 through June 30, 2026, in an amount not to exceed \$165,275 – CO-CHIEF INFORMATION OFFICER EZZAT KHALIL HEARD; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 071-2025
Merz-Pelz: 5 Ayes; 2 Absent - Berjis, Pollard
- 22) Kern County Hospital Authority Chief Financial Officer report – CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; DIRECTOR MCLAUGHLIN ASKED WHY THE NUMBER OF DAYS IN ACCOUNTS RECEIVABLE HAS INCREASED; MR. CANTU INDICATED THERE WAS A SYSTEMS ISSUE THAT HAS SINCE BEEN CORRECTED BY THE IT DEPARTMENT; RECEIVED AND FILED
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard
- 23) Kern County Hospital Authority Chief Executive Officer report – CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; RECEIVED AND FILED
Stout-Merz: 5 Ayes; 2 Absent - Berjis, Pollard
- CA
24) Monthly report on What's Happening at Kern Medical Center – RECEIVED AND FILED
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard
- CA
25) Claims and Lawsuits Filed as of May 31, 2025 – RECEIVED AND FILED
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard
- CA
26) Miscellaneous Correspondence as of May 21, 2025 RECEIVED AND FILED
Pelz-Anderson: 5 Ayes; 2 Absent - Berjis, Pollard

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

- C-27) Kern Medical Surgery Center, LLC, Administrative Report – RECEIVED AND FILED
Pelz-Merz: 5 Ayes; 2 Absent - Berjis, Pollard
- C-28) Proposed credentialing recommendations – APPROVED
Pelz-Merz: 5 Ayes; 2 Absent - Berjis, Pollard
- C-29) Proposed retroactive Rental Service Agreement and Addendum with Mission Linen Supply doing business as Mission Linen and Uniform Service, an independent contractor, from April 28, 2025 to April 27, 2030, in an amount estimated not to exceed \$375,000 – APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 072-2025
Pelz-Merz: 5 Ayes; 2 Absent - Berjis, Pollard

C-30) Miscellaneous Correspondence as of May 31, 2025 –
RECEIVED AND FILED
Pelz-Merz: 5 Ayes; 2 Absent - Berjis, Pollard

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

ADJOURNED TO CLOSED SESSION
Anderson-Stout

CLOSED SESSION

- 31) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 32) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – SEE RESULTS BELOW
- 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
- 34) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – SEE RESULTS BELOW
- 35) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the Authority but which the Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed (Government Code Section 54956.9(e)(1)) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION

Pelz-Anderson

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item 31 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 MERZ, SECOND BY DIRECTOR ANDERSON; 2 ABSENT - BERJIS, POLLARD), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, RELEASE OF PROCTORING, VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item 32 concerning Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – HEARD; NO REPORTABLE ACTION TAKEN

Item 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

Item 34 concerning PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – HEARD; NO REPORTABLE ACTION TAKEN

Item 35 concerning CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the Authority but which the Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed (Government Code Section 54956.9(e)(1)) – HEARD; NO REPORTABLE ACTION TAKEN

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

Stout

/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**

SUBJECT: Proposed Rental Service Agreement with Mission Linen Supply

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board's approval of the proposed Rental Service Agreement with Mission Linen Supply for the provision of employee uniforms and floor mats at our main campus and clinic facilities. Mission Linen Supply has provided Kern Medical with consistent and reliable service for over eight years.

The proposed Agreement for the period of July 30, 2025 through July 31, 2030, in an amount not to exceed \$650,000. This amount includes flexibility to accommodate fluctuations in staffing as well as emergencies.

Annual Cost Per Year	Estimated Not to Exceed
Year 1	\$96,276.10
Year 2 - 2% Increase	\$98,201.62
Year 3- 2% Increase	\$100,165.65
Year 4 - 2% Increase	\$102,168.97
Year 5 - 2% Increase	\$104,212.35

Therefore, it is recommended that your Board approve the proposed Rental Service Agreement with Mission Linen Supply, for the period of July 30, 2025 through July 31, 2030, in an amount not to exceed \$650,000, and authorize the Chairman to sign.



RENTAL SERVICE AGREEMENT

Acct. No: MASTER AGREEMENT

Date:

Phone: 661-326-2000

Business Name: KMC ENGINEERING

Contact Name: Misty Vest

Delivery/Street Address: 1700 MT. VERNON

City: BAKERSFIELD

State: CA

Zip: 93306

TYPE OF SERVICE				TOTAL		NO. OF		SERVICE		WKLY. MIN	
DESCRIPTION	ITEM	COLOR	IC	INVENTORY	UNIT PRICE	NO. OF EMPL.	CHANGES WKLY	CHARGE		CHARGE PER	SPECIAL ITEMS
RENTAL											
LINEN MAINTENANCE					7%					100%	<input checked="" type="checkbox"/>
UNISEX SCRUB PANT				440	\$ 0.55					100%	<input checked="" type="checkbox"/>
MEN'S POLO				40	\$ 0.45					100%	<input checked="" type="checkbox"/>
WOMEN'S POLO				40	\$ 0.45					100%	<input checked="" type="checkbox"/>
LADIES' 3/4 SLEEVE BLOUSE				300	\$ 0.72					100%	<input checked="" type="checkbox"/>
MEN'S LONG SLEEVE BUTTON				30	\$ 0.72					100%	<input checked="" type="checkbox"/>
CHEF COATS				80	\$ 0.85					100%	<input checked="" type="checkbox"/>
MEN'S PANTS				20	\$ 0.55					100%	<input checked="" type="checkbox"/>
APRON - BIB - POLY				200	\$ 0.48					100%	<input checked="" type="checkbox"/>
GRILL - PAD				100	\$ 0.14					100%	<input checked="" type="checkbox"/>
TOWEL - BARMOP - BLSTR				1500	\$ 0.15					100%	<input checked="" type="checkbox"/>
FLAME-RESISTANT - SHIRT				28	\$ 2.30						
FLAME-RESISTANT - PANTS				16	\$ 2.30					100%	<input checked="" type="checkbox"/>
SOLID COLOR - SHORT SLEEVE				66	\$ 0.57					100%	<input checked="" type="checkbox"/>
SOLID COLOR - LONG SLEEVE				93	\$ 0.57					100%	<input checked="" type="checkbox"/>
CARGO WORK PANTS				171	\$ 0.92					100%	<input checked="" type="checkbox"/>
LADIES FR PANT				11	\$ 1.40					100%	<input checked="" type="checkbox"/>
MAT - BLUE GRAPHIC - 4X6				19	\$ 4.50					100%	<input checked="" type="checkbox"/>
MAT - BLUE GRAPHIC - 3X4				6	\$ 2.50					100%	<input checked="" type="checkbox"/>
MAT - BLUE GRAPHIC - 3X10				6	\$ 10.00					100%	<input checked="" type="checkbox"/>
SERVICE CHARGE				5	\$ 12.00			\$ 12.00		100%	<input checked="" type="checkbox"/>
RENTAL EMBROIDERY				QTY	DIRECT PAY PER GARMENT						
EMBROIDERY - NUTRITION RENTAL UNIFORMS				490	\$ 5.00					100%	<input checked="" type="checkbox"/>
EMBROIDERY - ENGINEERING RENTAL UNIFORMS				203	\$ 5.00					100%	<input checked="" type="checkbox"/>
DIRECT PURCHASE ITEMS				QTY	DIRECT PAY PER GARMENT						
FR JACKET				1	\$ 190.00					100%	<input checked="" type="checkbox"/>
SOFT SHELL JACKET				28	\$ 81.49					100%	<input checked="" type="checkbox"/>
SNAG PROOF POLO				135	\$ 27.98					100%	<input checked="" type="checkbox"/>
COTTON POLO				22	\$ 24.98					100%	<input checked="" type="checkbox"/>
PAINTERS PANTS				44	\$ 36.00					100%	<input checked="" type="checkbox"/>
TALL LS POLO				6	\$ 78.48					100%	<input checked="" type="checkbox"/>
MAT - ORTHO - BLK - 2X3				8	\$ 60.00					100%	<input checked="" type="checkbox"/>
MAT - ORTHO - BLK - 4X6				10	\$ 150.00					100%	<input checked="" type="checkbox"/>
MAT - KLEEN - SCRAPE - 4X6				14	\$ 150.00					100%	<input checked="" type="checkbox"/>
EMBROIDERY - DIRECT PAY				198	\$ 5.00					100%	<input checked="" type="checkbox"/>

TERMS OF PAYMENT

(CHECK ONE ☒ C.O.D.
BOX) ☒ CHARGE
(IF APPROVED)

ALL INVOICES OF MISSION SHALL BE DEEMED TO BE TRUE AND CORRECT, AND UNLESS AN OBJECTION TO AN INVOICE IS MADE BY THE CUSTOMER IN WRITING ON OR BEFORE THE DUE DATE, OR UNLESS THE ACCOUNT IS C.O.D. ETC., ALL CHARGES ARE DUE AND PAYABLE BY THE 10TH OF THE MONTH FOLLOWING SERVICE. A LATE CHARGE OF 1 1/2% PERCENT PER MONTH (18% PER ANNUM) FOR ANY AMOUNT IN THE ARREARS MAY BE CHARGED. IN THE EVENT CUSTOMER CHARGES ARE NOT PAID IN A TIMELY MANNER, MISSION HAS THE OPTION TO PLACE CUSTOMER ON A C.O.D. BASIS, PLUS A PERCENTAGE OF ANY PAST DUE BILLS. MISSION SHALL APPLY ANY PAYMENT RECEIVED TOWARD THE CURRENT BILLS FIRST AND ANY BALANCE AGAINST PAST DUE BILLS UNTIL THE CUSTOMER IS AGAIN CURRENT.

☒ THERE IS AN ADDENDUM ASSOCIATED WITH THIS AGREEMENT. _____ (INITIAL)

☐ THERE IS NOT AN ADDENDUM ASSOCIATED WITH THIS AGREEMENT. _____ (INITIAL)

\$1,000.00 Stop Minimum

Mission Linen Supply (dba Mission Linen and Uniform Service)

Signature *[Signature]* 5500 7068

Accepted by DM/GM *[Signature]*

Date 7-7-2025

Business Name

Authorized Representative

Signature

Title

Date

By Initialing below, I acknowledge that I have read the terms and conditions on the back of this agreement

APPROVED AS TO FORM:
Legal Services Department

By Phillip Jenkins
Kern County Hospital Authority

TERMS & CONDITIONS 1. CUSTOMER understands that all items rented under this Agreement shall re-main the property of MISSION LINEN SUPPLY (hereafter "MISSION") and shall be laundered and maintained exclusively by MISSION. CUSTOMER agrees to accept from MISSION and pay for the rental and laundering of all linen, industrial, dust control items and all other products and services provided by MISSION used in and required by CUSTOMER'S business. Additional products, services and quantities may be added to this Agreement upon written or oral request of CUSTOMER at the prices then in effect. CUSTOMER understands that MISSION will be required to make a substantial investment in rental merchandise, and therefore it is agreed that a minimum weekly inventory charge will be made as part of this Agreement. Minimum charges are stated on the reverse side. Pricing is based on 52 weeks of service. Charges may be assessed for additional deliveries to CUSTOMER'S place of business over and above CUSTOMER'S normal delivery schedule, provided the need for the additional delivery was not caused by MISSION.

2.This rental service Agreement is effective as of the date signed by MISSION on the reverse side hereof and shall remain in effect for a period of 60 months thereafter. This Agreement shall be renewed automatically for a like period unless either party is notified to the contrary in writing not less than thirty (30) days and not more than sixty (60) days in advance of the expiration date of the then current term. This Agreement shall not be binding upon MISSION until it has been accepted by its District Manager or General Manager. CUSTOMER and MISSION agree to conduct transactions electronically and accord full legal effect of electronic signatures.

3.MISSION will impose an annual price increase (API). In the event of increased costs, MISSION may impose additional charges by separate written notice or by notation on CUSTOMER'S invoice. CUSTOMER may reject such additional charges by notifying MISSION in writing within ten (10) days of such changes. In such event MISSION may, at its sole option, either adjust the price change or cancel this Agreement.

4.MISSION shall replace rental items or garments due to normal wear as needed. In the event of loss, theft, damage, destruction, misuse, abuse or mysterious disappearance of any rental items or garments, CUSTOMER agrees to pay to MISSION the then current replacement value of the lost, stolen, damaged, destroyed, misused, abused or mysteriously disappeared items. Upon termination of a CUSTOMER employee, the employee's garments or the value of the same shall be returned to MISSION, and upon such return the weekly service charge for such item(s) shall be removed. If garments in use by CUSTOMER are not items MISSION normally stocks (i.e., "special items"), upon discontinuance of service for any reason including expiration of the term of this Agreement, CUSTOMER shall purchase such garments at their current replacement value.

5.CUSTOMER acknowledges that the items furnished under this Agreement are for general purposes and are not designated or recommended for use in areas of flammability risk or where contact with hazardous materials or ignition sources is possible. CUSTOMER agrees to indemnify

and hold MISSION harmless from and against liability for any personal injury or property damage resulting from such use.

6.Termination Obligations: In the event of termination of this Agreement for any reason, CUSTOMER agrees to the following: (a) Garment Purchase Obligation: CUSTOMER shall purchase all garments provided or held for CUSTOMER's use at the then-current replacement cost, covering all garments allocated through the first eighteen (18) months of the new agreement term. (b) Outstanding Balances: CUSTOMER shall pay all outstanding amounts due and payable to MISSION as of the effective date of termination. This clause is essential as it reflects the significant investment Mission will be making, and the 18-month provision is in place to help protect that investment. (c) Notwithstanding anything to the contrary, Customer shall have the right to terminate this agreement without penalty in the event it suffers a fiscal emergency.

7.This Agreement remains binding on CUSTOMER in the event of sale, assignment or other transfer of CUSTOMER'S business and/or assets. Obligations hereunder may be transferred only upon prior written consent of MISSION and pursuant to an "agreement to assume " presented in writing from successor/purchaser.

8.The performance of MISSION'S duties under this Agreement may be subject to circumstances beyond MISSION'S control including, but not limited to, labor strikes, lockouts , availability of products, government acts, wars, acts of terrorism and acts of God. MISSION'S failure to perform under this Agreement because of such events shall not be considered a breach.

9.MISSION shall not be liable for any damages to CUSTOMER resulting from a delay or default in performing MISSION'S duties under this Agreement if such delay or default is caused by circumstances beyond MISSION'S control, including but not limited to labor strikes, lockouts, availability of products, government acts, wars, acts of terrorism and acts of God. CUSTOMER shall not have the right to terminate this Agreement for a delay or default in performance by MISSION if such delay or default is caused by circumstances outside of MISSION'S control.

10.All claims by CUSTOMER against MISSION for incidental damages or for consequential damages are excluded. MISSION makes no express warranties, and ALL IMPLIED WARRANTIES INCLUDINGBUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE EXCLUD ED. MISSION is not responsible for loss or damage to CUSTOMER items left in soiled laundry collection bags.

11.This Agreement contains the entire agreement between the parties, and any terms or conditions not set forth herein are null and void. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be void or unenforceable to any extent, then the remaining provisions of this Agreement shall continue in full force and effect.

DISCLOSURE STATEMENT - This statement describes the billing policies and practices of Mission Linen Supply regarding charges that will appear on your invoice. Please read it carefully.

Like many companies, Mission Linen Supply's price for the goods it rents and the services it provides is made up of several components. The goods and services are referred to on the customer invoice by descriptive words such as "bar towel" or "shop towel." The basic price charged is determined by multiplying the number of goods rented or the quantity of services provided by a price per item for such goods or services called the "unit price." The unit price will be the amount determined by the contract with Mission. The result will be the basic price and will be entered as a dollar amount on one line of the customer invoice.

Mission reserves the right to charge amounts in addition to the basic unit prices based on its costs and market conditions. Such additional charges are described on the customer invoice variously as "Environmental Charge," "Ancillary Charge," "Fuel Charge," "Energy Charge," "Service Charge" or "Additional Charge." Some customer invoices have charges added and others do not. Charges may be temporary and will be collected for less than the full term of the contract. Others may be permanent and will be collected over the entire term of the contract. The method of calculation will vary but usually will be either a flat charge or a percentage of the total invoice amount. In unusual situations the charge may be based on circumstances unique to a particular customer. Generally, there will be no exact correlation between the charge assessed and any specific cost or expense incurred by Mission. Instead, the charges are intended to recover Mission's costs associated with energy, gasoline, environmental compliance, wastewater and related expenses on a company-wide basis, but the amount charged to a particular customer will not bear an exact relationship to actual costs incurred on behalf of that customer.

Other charges shown on a customer invoice may be related to actual customer experience. Those charges are described variously as an "Abuse Charge," "Loss Charge," "Loss and abuse charge," "Inventory Maintenance Charge," "Replacement Charge" or "Linen Maintenance Charge." Typically such charges will be assessed on a percent of invoice basis but may be based on another method. These charges may be collected in addition to or in lieu of other charges.

The addition or omission of such charges, the amount and method of calculation and the determination of whether charges are temporary or permanent are all matters within the discretion of Mission Linen Supply and may not be applied the same for all customers or in all locations because of variations in costs, the needs of different customers and the effects of competition in different markets. Unit prices and additional charges may vary according to locale. If charges are added, the amount charged and the method of calculation will be separately reflected on the customer invoice in addition to the unit price.

NOTICE OF POTENTIAL RISK OF SPONTANEOUS COMBUSTION AND HOLD HARMLESS AGREEMENT REGARDING USE OF FIRE RESISTANT BAG

Please be advised that under certain conditions, linens used in your business can be subject to spontaneous combustion. The conditions that lend themselves to spontaneous combustion are the presence of oils (in the form of vegetable oils) and animal fats on the textile products after you have used them. Given the right circumstances, these textiles can spontaneously combust in the soil bag or other container. This combustion can cause injury and/or death to persons and damage to or destruction of property.

Mission wishes to assist you in preventing damage to your property or personnel by providing a fire-resistant container (bag) at a nominal purchase price plus a service charge to launder the bag as needed. Although it doesn't guarantee freedom from risk, the fire-resistant bag is capable of withstanding 1600 degrees Fahrenheit without damage to the exterior or to the surrounding area. If you choose to utilize the fire-resistant bag, you can greatly reduce the risk of spontaneous combustion fire interrupting your business.

IF YOU CHOOSE NOT TO UTILIZE THE FIRE RESISTANT BAG, by your signature on this Agreement you agree that you will: (1) assume all risks and legal liability for the consequences of a spontaneous combustion fire; (2) incur all damages, costs, losses of service and expenses and compensation, of any nature whatsoever, arising from the non-use of the Fire Resistant Bag, arising from the consequences of a spontaneous combustion fire and (3) defend, indemnify and hold harmless Mission Linen Supply from and against all claims and causes of action, wrongful death claims, subrogation claims and other rights whether brought by you, your heirs, assigns, survivors, any first party or third party insurance carriers or their assigns, workers' compensation carriers and their assigns, privies, any governmental agency or subdivision, any third party or any other person whatsoever. 148611 (10/13)

ADDITIONAL TERMS & CONDITIONS
Kern County Hospital Authority (Customer) – MISSION LINEN SUPPLY (VENDOR)

These terms and conditions shall be incorporated with the MISSION LINEN terms attached hereto.

Obligations of MISSION

14. MISSION warrants possession of clear and unencumbered title to the products and/or services involved herein.

15. MISSION 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 MISSION's performance of work hereunder. The amount of said insurance coverage required hereunder shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

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

The **Commercial General Liability Insurance** shall include an endorsement naming 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 MISSION 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 MISSION until completion of all of MISSION's obligations to Customer, and shall not be reduced, modified or canceled without 30 days prior written notice to the Chief Executive Officer ("CEO").

16. MISSION 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 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 any act or omission of MISSION or MISSION'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 MISSION by any person or entity. Further, MISSION 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 Agreement.

17. MISSION shall comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference. While on Customer property, MISSION agrees to conform to Customer policies and any direction given to them by Customer staff.

Obligations of Customer

18. Customer shall receive shipments during regular business hours, or otherwise as previously arranged, at its receiving dock or other designated locations, and shall perform receiving inspections(s) in a time and manner appropriate for the products involved.

19. Customer shall notify MISSION of any discrepancies in products shipped or services rendered, be the quantity, condition, or otherwise, promptly upon completion of the receiving inspection.

Delivery, Invoicing, and Payment

20. Customer may, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Party, MISSION shall submit to Customer all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 11**, Customer shall pay MISSION for all satisfactory Services rendered by MISSION or Goods ordered prior to the effective date of Notice of Termination.

12. 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.

General Provisions

13. Omitted.

14. Customer and MISSION agree that the provisions of the Agreement will be construed pursuant to the laws of the State of California without respect to conflict of laws principles, and that venue of any action relating thereto shall be in the Superior Court of and for Kern County. Parties expressly consent to the exclusive jurisdiction of the Superior Court of Kern County.

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

16. Audits, Inspection and Retention of Records. MISSON agrees to maintain and make available to Customer, accurate books and records relative to all its activities under this Agreement. MISSON 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. MISSON 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.

17. Health Insurance Portability and Accountability Act-HITECH. MISSON 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 MISSON 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.

18. Disqualified Persons. MISSON 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. MISSON 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"), MISSON shall immediately notify Customer and such individual shall be immediately removed by MISSON 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 MISSON is directly involved in the Enforcement Action, any agreement between Customer and MISSON shall terminate immediately.

19. Non-collusion Covenant. MISSON 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. MISSON has received no incentive or special payments, nor considerations, not related to the provision of services under this Agreement from Customer.

MISSON LINEN SUPPLY

Signature: 

Print Name: Michael Harrison

Title: Branch Manager

Date: 7-3-2025

Kern County Hospital Authority

Signature: _____
Chair Board of Governors

Date: _____

APPROVED AS TO FORM:
Legal Services Department

By Phillip Jenkins
Kern County Hospital Authority



Addendum A

This Addendum is entered into as of _____, by and between Mission Linen Supply ("MISSION") and KMC ("CUSTOMER"), collectively referred to as the "Parties."

WHEREAS, the Parties now desire to amend the Agreement to incorporate additional service locations and establish a master agreement governing all such locations, including pricing and service alignment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- Scope – This Addendum shall serve as the master agreement governing all locations serviced under the Agreement, ensuring consistency in pricing and service terms.
- Term – The term of this Agreement shall be sixty (60) months from the effective date hereof, subject to an annual price adjustment of two percent (2%).
- Confirmation of Terms – Except as expressly modified herein, all other terms and conditions of the original Agreement shall remain in full force and effect and are hereby ratified and confirmed.

Account #	Name	Street	City	State	Zip
281113	KMC ENGINEERING	1700 MT. VERNON	Bakersfield	CA	93306
281112	KMC NUTRITION SERVICES	1700 MT. VERNON	Bakersfield	CA	93306
281332	KMC MATS	1700 MT. VERNON	Bakersfield	CA	93306
282887	KMC Sagebrush	1111 Columbus St.	Bakersfield	CA	93305
299801	KMC Mats Q St.	KMC Mats Q St.	Bakersfield	CA	93301

MISSION LINEN SUPPLY

Signature *[Signature]* 5500 2068

Accepted by DM/GM *[Signature]*

Date 2-3-25

CUSTOMER NAME _____

Authorized Representative _____

Signature _____

Title _____ Date _____

TYPE OF SERVICE	TOTAL INVENTORY	UNIT PRICE	Year 1	Year 2	Year 3	Year 4	Year 5
DESCRIPTION							
RENTALS							
LINEN MAINTENANCE		7%					
UNISEX SCRUB PANT	440	\$ 0.55	\$ 12,584.00	\$ 12,835.68	\$ 13,092.39	\$ 13,354.24	\$ 13,621.33
MEN'S POLO	40	\$ 0.45	\$ 936.00	\$ 954.72	\$ 973.81	\$ 993.29	\$ 1,013.16
WOMEN'S POLO	40	\$ 0.45	\$ 936.00	\$ 954.72	\$ 973.81	\$ 993.29	\$ 1,013.16
LADIES' 3/4 SLEEVE BLOUSE	300	\$ 0.72	\$ 11,232.00	\$ 11,456.64	\$ 11,685.77	\$ 11,919.49	\$ 12,157.88
MEN'S LONG SLEEVE BUTTON	30	\$ 0.72	\$ 1,123.20	\$ 1,145.66	\$ 1,168.58	\$ 1,191.95	\$ 1,215.79
CHEF COATS	80	\$ 0.85	\$ 3,536.00	\$ 3,606.72	\$ 3,678.85	\$ 3,752.43	\$ 3,827.48
MEN'S PANTS	20	\$ 0.55	\$ 572.00	\$ 583.44	\$ 595.11	\$ 607.01	\$ 619.15
APRON - BIB - POLY	200	\$ 0.48	\$ 4,992.00	\$ 5,091.84	\$ 5,193.68	\$ 5,297.55	\$ 5,403.50
GRILL - PAD	100	\$ 0.14	\$ 728.00	\$ 742.56	\$ 757.41	\$ 772.56	\$ 788.01
TOWEL - BARMOP - BLSTR	1500	\$ 0.15	\$ 11,700.00	\$ 11,934.00	\$ 12,172.68	\$ 12,416.13	\$ 12,664.46
FLAME-RESISTANT - SHIRT	28	\$ 2.30	\$ 3,348.80	\$ 3,415.78	\$ 3,484.09	\$ 3,553.77	\$ 3,624.85
FLAME-RESISTANT - PANTS	16	\$ 2.30	\$ 1,913.60	\$ 1,951.87	\$ 1,990.91	\$ 2,030.73	\$ 2,071.34
SOLID COLOR - SHORT SLEEVE	66	\$ 0.57	\$ 1,956.24	\$ 1,995.36	\$ 2,035.27	\$ 2,075.98	\$ 2,117.50
SOLID COLOR - LONG SLEEVE	93	\$ 0.57	\$ 2,756.52	\$ 2,811.65	\$ 2,867.88	\$ 2,925.24	\$ 2,983.75
CARGO WORK PANTS	171	\$ 0.92	\$ 8,180.64	\$ 8,344.25	\$ 8,511.14	\$ 8,681.36	\$ 8,854.99
LADIES FR PANT	11	\$ 1.62	\$ 926.64	\$ 945.17	\$ 964.08	\$ 983.36	\$ 1,003.02
MAT - BLUE GRAPHIC - 4X6	19	\$ 4.50	\$ 4,446.00	\$ 4,534.92	\$ 4,625.62	\$ 4,718.13	\$ 4,812.49
MAT - BLUE GRAPHIC - 3X4	6	\$ 2.50	\$ 780.00	\$ 795.60	\$ 811.51	\$ 827.74	\$ 844.30
MAT - BLUE GRAPHIC - 3X10	6	\$ 10.00	\$ 3,120.00	\$ 3,182.40	\$ 3,246.05	\$ 3,310.97	\$ 3,377.19
SERVICE CHARGE	5	\$ 12.00	\$ 3,120.00	\$ 3,182.40	\$ 3,246.05	\$ 3,310.97	\$ 3,377.19
TOTAL RENTALS			\$ 78,887.64	\$ 80,465.39	\$ 82,074.70	\$ 83,716.19	\$ 85,390.52
RENTAL EMBROIDERY	QTY	DIRECT PAY PER GARMENT ANNUAL					
EMBROIDERY - NUTRITION RENTAL UNIFORMS	490	\$ 5.00	\$ 2,450.00	\$ 2,499.00	\$ 2,548.98	\$ 2,599.96	\$ 2,651.96
EMBROIDERY - ENGINEERING RENTAL UNIFORMS	203	\$ 5.00	\$ 1,015.00	\$ 1,035.30	\$ 1,056.01	\$ 1,077.13	\$ 1,098.67
TOTAL RENTAL EMBROIDERY			\$ 3,465.00	\$ 3,534.30	\$ 3,604.99	\$ 3,677.09	\$ 3,750.63
DIRECT PURCHASE ITEMS	QTY	DIRECT PAY PER GARMENT ANNUAL					
FR JACKET	1	\$ 190.00	\$ 190.00	\$ 193.80	\$ 197.68	\$ 201.63	\$ 205.66
SOFT SHELL JACKET	28	\$ 81.49	\$ 2,281.72	\$ 2,327.35	\$ 2,373.90	\$ 2,421.38	\$ 2,469.81
SNAG PROOF POLO	135	\$ 27.98	\$ 3,777.30	\$ 3,852.85	\$ 3,929.90	\$ 4,008.50	\$ 4,088.67
COTTON POLO	22	\$ 24.98	\$ 549.56	\$ 560.55	\$ 571.76	\$ 583.20	\$ 594.86
PAINTERS PANTS	44	\$ 36.00	\$ 1,584.00	\$ 1,615.68	\$ 1,647.99	\$ 1,680.95	\$ 1,714.57
TALL LS POLO	6	\$ 78.48	\$ 470.88	\$ 480.30	\$ 489.90	\$ 499.70	\$ 509.70
MAT - ORTHO - BLK - 2X3	8	\$ 60.00	\$ 480.00	\$ 489.60	\$ 499.39	\$ 509.38	\$ 519.57
MAT - ORTHO - BLK - 4X6	10	\$ 150.00	\$ 1,500.00	\$ 1,530.00	\$ 1,560.60	\$ 1,591.81	\$ 1,623.65
MAT - KLEEN - SCRAPE - 4X6	14	\$ 150.00	\$ 2,100.00	\$ 2,142.00	\$ 2,184.84	\$ 2,228.54	\$ 2,273.11
EMBROIDERY - DIRECT PAY	198	\$ 5.00	\$ 990.00	\$ 1,009.80	\$ 1,030.00	\$ 1,050.60	\$ 1,071.61
TOTAL DIRECT PURCHASE EMBROIDERY			\$ 13,923.46	\$ 14,201.93	\$ 14,485.97	\$ 14,775.69	\$ 15,071.20
			Year 1	Year 2	Year 3	Year 4	Year 5
TOTAL BY YEAR			\$ 96,276.10	\$ 98,201.62	\$ 100,165.65	\$ 102,168.97	\$ 104,212.35

Pricing shall remain subject to adjustment solely based on inventory levels, with no modifications tied to broader market fluctuations. Additionally, an annual price increase of 2% shall be applied in strict accordance with the terms outlined in the agreement, ensuring consistency and adherence to the established rate.



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

July 16, 2025

Subject: Proposed Construction Contract with Ken Dunbar and Sons, Inc. for construction services

Recommended Action: Make a finding that the project is exempt from further CEQA review per sections 15301, 15302 and 15061(b)(3) of State CEQA Guidelines; Approve; Authorize Chairman to sign

Summary:

Kern County Hospital Authority requests your Board's approval of the proposed Construction Contract with Ken Dunbar and Sons, Inc. for improvements to clinical space located at 8500 Stockdale Hwy, Suite 150 & 190, Bakersfield, California, in the amount of \$1,480,759, commencing July 16, 2025. This project's source of funds are through a Congressionally Directed Funding grant from the United States Health Resources & Services Administration ("HRSA").

The proposed improvements will allow for expanded services and future growth of the Valley Fever Institute by adding additional exam rooms and other clinical space.

Therefore, it is recommended that your Board approve the Construction Contract with Ken Dunbar and Sons, Inc., effective July 16, 2025, in an amount not to exceed \$1,480,759, and authorize the Chairman to sign.

CONSTRUCTION CONTRACT

This Construction Contract (“**Contract**”) is made and entered into as of the March 11th, 2025 (“**Effective Date**”), by and between **Kern County Hospital Authority, a local unit of government which owns and operates Kern Medical Center, (“KCHA”)** and **Ken Dunbar and Sons, Inc.,** a California corporation (“**Contractor**”), with reference to the following:

RECITALS

WHEREAS, KCHA is the Lessee of that certain real property in the City of Bakersfield, County of Kern, State of California, which has a common street address of 8500 Stockdale Hwy Suite 190, Bakersfield CA 93311 (the “**Property**”).

WHEREAS, KCHA desires to retain Contractor to serve as general contractor in connection with the construction of improvements as set forth on list of plans, specifications and addendum attached hereto as Exhibit A (“**Plans and Specifications**”), per the Bid Proposal attached hereto as Exhibit ‘B’” (collectively, the “**Project Documents**”). The construction performed on the Property pursuant to the Project Documents shall be known as the “**Project**”).

WHEREAS, KCHA and Contractor desire to set forth the terms and conditions applicable to the construction of the Project.

NOW, THEREFORE, in consideration of the above Recitals and the terms and conditions contained herein, KCHA and Contractor hereby agree as follows:

Section 1. Agreement.

- 1.1** KCHA hereby retains Contractor to construct the Project in accordance with and on the terms and conditions set forth in the Project Documents. Contractor hereby accepts such engagement and agrees to perform its obligations as set forth herein and in the Project Documents, including, without limitation, the construction and services required by the Project Documents, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor’s obligations under the Project Documents (collectively, the “**Work**”). Contractor shall perform the Work in accordance with the Project Documents and complete the same in a good and workman like manner. As used herein, the Work may constitute the whole or a part of the Project.
- 1.2** KCHA and Contractor acknowledge that the intent of the Project Documents is to include items necessary for the proper execution and completion of the Work by Contractor. Unless otherwise stated in the Project Documents, words which have well known technical or construction industry meanings are used in the Project Documents in accordance with such recognized meanings. The Project Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent

with the Project Documents and reasonably inferably from them as being necessary to produce the indicated results.

Section 2. Duties of Contractor.

- 2.1** Execution of this Contract by Contractor evidences Contractor's representation that Contractor has visited the Project site, has become familiar with and satisfied itself as to the nature of the Project site and local conditions under which the Work is to be performed, including, without limitation, handling and storage of materials, availability of labor, water, power, roads, weather, above-ground conditions that the Project site should reveal and correlated personal observations with the requirements of the Project Documents. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Project Documents and shall not unreasonably encumber the Project site with materials or equipment.
- 2.2** Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordination of all portions of the Work under this Contract, unless the Project Documents give other specific instructions concerning these matters. If the Project Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, sequences or procedures. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, Contractor shall give timely written notice to KCHA and shall not proceed with that portion of the Work without further written instructions. If Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Contractor, then Owner shall be solely responsible for any resulting loss or damage. Contractor shall be responsible to KCHA for the acts and omissions of Contractor's employees, Subcontractors (as hereinafter defined) and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its Subcontractors. Contractor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in the proper condition to receive subsequent Work.
- 2.3** Unless otherwise provided in the Project Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor may make substitutions only with the consent of Owner, and in accordance with a Change Order (as hereinafter defined). Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out their

obligations under the Project Documents. Contractor shall not permit the employment of unfit persons or persons not skilled in the tasks assigned to them.

- 2.4** Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work; however, Contractor shall have no responsibility for ascertaining that the Project Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Contractor observes that any portion of the Project Documents are at variance therewith, Contractor shall promptly notify the Architect and KCHA in writing, and necessary changes shall be accomplished by appropriate Modification. If Contractor performs Work it knows or should have known, with the exercise of professional due diligence and care that would customarily be exercised by a reasonable and prudent contractor, to be contrary to laws, statutes, ordinances, building codes, and rules and regulations then Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- 2.5** Contractor shall keep the Project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract. Upon completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials and shall leave all floor surfaces in a broom-clean condition and clean all other surfaces.
- 2.6** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees on the Project Site and other persons who may be affected thereby, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of Contractor or the Subcontractors, including, without limitation, the sub-subcontractors and (c) other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and performance of this Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. When use or storage of explosives or other Hazardous Materials (as hereinafter defined) or equipment or unusual methods are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Contractor shall designate a responsible member of the Contractor's organization at the Project site whose duty

shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated by Contractor in writing to Owner. Contractor shall not load or permit any part of the construction or Project site to be loaded so as to endanger its safety.

Section 3. Duties of Owner.

3.1 KCHA is the entity identified as such in this Contract. The term "Owner" means KCHA or Owner's Representative, as the context requires. Owner's Representative is the only person authorized to act on behalf of and in the name of KCHA in connection with the Project and enforce Contractor's obligation to KCHA under the Project Documents. KCHA may from time to time designate a different Owner's Representative or the Architect as the Owner's Representative. Except as is expressly authorized in the Project Documents, Contractor has no right or authority of any kind to act as Owner's Representative or otherwise on behalf of Owner, and is not an agent of Owner.

3.2 KCHA agrees to furnish and approve, in a timely manner, information required by Contractor and to make payments to Contractor in accordance with the requirements of the Project Documents.

Section 4. Commencement Date; Completion Date. The date of commencement of the Work ("**Commencement Date**") shall be the Effective Date unless a different date is agreed upon in writing by KCHA and Contractor and set forth in a notice to proceed issued by KCHA to Contractor. In the event that, prior to commencement of the Work, the KCHA requires time to file mortgages, mechanic's liens and other security interests, Owner's time requirement shall be as follows: (a) Project Schedules shall be measured from the Commencement Date, and (b) Contractor shall achieve substantial completion of said Work not later than 365 days from start date ("**Completion Date**"), subject to any adjustments thereof set forth in the Project Documents. Substantial completion is defined as obtaining the final Building Department approval and all work substantially complete with the exception of punch list items and/or extra work. Start date to be no later than 7 days from receipt of signed contract and issuance of permit by Authority Having Jurisdiction (AHJ) where project is located.

Section 5. Contract Price; Contractor's Fee; Allowances.

5.1 In consideration for the services rendered by Contractor hereunder, KCHA shall pay to Contractor the sum of one million four hundred eighty thousand, seven hundred fifty-eight dollars and eighty-nine cents (\$1,480,758.89) (the "**Contract Price**"). The Contract Price is the sum of those items described on the attached Exhibit 'B'. The Contract Price, including adjustments authorized pursuant to the manner set forth herein, is the maximum amount payable by KCHA to Contractor for performance of the Work under the Project Documents.

5.2 Reserved.

- 5.3. Change Orders; Construction Change Directives.** Following the Effective Date, changes in the Work may be accomplished without invalidating this Contract by a written instrument prepared by KCHA or Contractor, and signed by both KCHA and Contractor, setting forth their agreement upon all of the following: (a) a change in the Work, (b) the amount of the adjustment, if any, in the Contract Price. Contractor's fee for change orders shall be fifteen percent (15%) of the amount of the cost, for changes in the Work.

Section 6. Payment of the Contract Price. Contractor shall submit to Owner twice monthly (15th day of the month and 30th day of the month) invoices for services performed and reimbursable expenses incurred, prepared with invoice. KCHA will pay the proper amounts due Contractor within fifteen (15) days after receipt by KCHA of an invoice (the 30th of the Month and the 15th of the month respectively). KCHA has the right to hold a ten percent (10%) retention upon providing prior notice to Contractor. Payments Due and Unpaid under the Contract Document shall bear interest from the date payment is due, at the rate of 1.5% per month. Following the payment of each installment by the Owner, the Contractor shall submit to KCHA an Unconditional Waiver and Release Upon Progress Payment pursuant to Civil Code Section 3262(d)(2). Following the final payment of ten percent of the total Contract Price, the Contractor shall submit to the KCHA an Unconditional Waiver and Release upon Final Payment pursuant to Civil Code Section 3262 (d)(4). In addition to the foregoing, KCHA shall have the right to condition progress payments to the Contractor, including but not limited to the final payment, upon receipt of Unconditional Waiver and Release upon Final Payment pursuant to Civil Code Section 3262 (d)(4) from any Subcontractor (as that term is defined in Section 7) who has completed their Work with respect to the Project.

Section 7. Subcontracts and Other Agreements.

- 7.1** All portions of the Work that Contractor does not perform shall be performed under written subcontracts or by other appropriate agreements between Contractor and the applicable person or entity who has a direct contract with Contractor to perform a portion of the Work at the site ("**Subcontractors**"). Such term includes Subcontractors at every tier, including material suppliers, vendors and Sub-subcontractors. A "sub-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project site.
- 7.2** All Work performed for Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between Contractor and the Subcontractor (and, as applicable between Subcontractors and sub-subcontractors), which agreements shall contain provisions that: (a) preserve and protect the rights of KCHA under the Project Documents with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights, (b) require that such Work be performed in accordance with the requirements of the Project Documents, (c) waive all rights Contractor and Subcontractor may have against one another for damages caused by fire or other perils covered by the property insurance described in Section 11.2, except such rights as they may have to the proceeds of

such insurance held by Owner, (d) require Subcontractor to maintain the insurance coverages required by the Project Documents, including, without limitation, the naming of KCHA and any other individual or entity that KCHA requests (collectively, “**KCHA Parties**”) be designated as an additional insured, (e) name the KCHA Parties as indemnified parties under any indemnities given in favor of Contractor in the subcontract.

Section 8. Contract Payments. Contractor shall, on the 15th and the 30th day of each calendar month (“**Current Month**”), deliver to KCHA an Application for Payment in the form of Contractors Application for Payment based upon a portion of the Contract Sum properly Allocated to Completed work as Determined by multiplying the percentage completion of each portion of the work by the share of the Contract Sum Allocated to that portion of the work in the Schedule of Values Document 703 during the period commencing on the First (1st) day of the Current Month and Ending on the last day of the Current Month (“Payment Request Period”) for which Contractor is to be paid under the Terms of the Contract Documents. An example of Contractor’s Application for Payment is attached hereto as Exhibit “C”.

Section 9. Insurance. Contractor shall not, except with Owner’s prior written consent, commence operations on the Project site or elsewhere prior to the effective date of the insurance required hereunder. The date of commencement of the Work shall not be changed by the effective date of such insurance.

9.1 Contractor’s Liability Insurance.

- (a) Contractor shall purchase from and maintain in with company or companies rated AVII or better in the Best’s Rating Guide lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor’s operations under the Project Documents and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable: (i) claims under workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees, (iii) claims for damages due to bodily injury, sickness or disease, or death of any person other than Contractor’s employees, (iv) claims for damages insured by usual personal injury liability coverage, (v) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom, (vi) claims for damages due to bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle, (vii) claims for bodily injury or property damage arising out of completed operations, and (viii) claims involving contractual liability insurance applicable to Contractor’s obligations under the Project Documents.

Contractor shall include a waiver of subrogation endorsement in the form acceptable to Owner. Contractor shall bear the costs related to such waiver.

- (b) The insurance required by Subsection 9.1(a) above shall be written for not less than the limits of liability specified herein or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until the later of the date of final payment or the date permitted for termination of any coverage required to be maintained after final payment. The minimum amounts of insurance which shall be maintained by Contractor pursuant to the Project Documents are as follows: (i) Workers' Compensation – Statutory Limit, Employer's Liability – One Million Dollars (\$1,000,000); (ii) Commercial General Liability (combined single limit, bodily and personal injury and property damage) - One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (iii) Comprehensive Automobile Liability (combined single limit bodily injury and property damage) - One Million Dollars (\$1,000,000); (iv) Contractual Liability - One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (v) for Projects and Subcontracts with explosion, collapse and underground exposure, insurance for such risks with minimum limits of One Million Dollars (\$1,000,000). Defense costs shall be outside all occurrence limits. Contractor shall also cause to be maintained, and provide copies of policies or certificates of insurance for comprehensive automobile liability coverage for all vehicles of employees and sub-subcontractors for the Project, and if Contractor does not own any vehicles under Contractor's company name, Contractor shall maintain, and provide a certificate of insurance evidencing, comprehensive automobile liability insurance coverage for hired and non-owned vehicles with minimum coverage in the amount set forth above for comprehensive automobile liability insurance.
- (c) Certificates of insurance acceptable to KCHA and evidencing compliance with all insurance requirements of the Project Documents shall be filed with KCHA prior to commencement of the Work to the KCHA at the address first indicated above. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by Contractor with reasonable promptness in accordance with Contractor's information and belief. Contractor's insurance policies shall also contain endorsements: (i) deleting

any employee exclusion on personal injury coverage; (ii) including employees as additional insureds and (iii) deleting any liquor liability exclusion.

Section 9.2 Owner's Liability Insurance. KCHA shall be responsible for purchasing and maintaining Owner's customary liability insurance, as determined by KCHA in its sole discretion. Notwithstanding anything to the contrary provided elsewhere in this contract, KCHA shall be solely responsible for procuring course of construction insurance if desired by Owner.

Section 10. Warranties.

10.1 Contractor warrants to KCHA that materials and equipment furnished under the Project Documents will be of good quality and new unless otherwise required or permitted by the Project Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Project Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor's warranty excludes liability for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

10.2 All Work shall be guaranteed for a period of (1) year after the date of Substantial Completion of the Work, unless otherwise agreed upon in writing by KCHA and Contractor. Contractor shall secure and deliver to KCHA written warranties and guarantees from all Subcontractors bearing the date of Substantial Completion, together with assignments thereof, if necessary, and delivery of such items shall be a condition precedent to final payment hereunder. Notwithstanding anything to the contrary contained in the Project Documents, if requested by Owner, Contractor shall use its best efforts to secure warranties from manufacturers, which warranties extend beyond one (1) year from the date of Substantial Completion.

Section 11. Indemnification.

11.1 To the fullest extent permitted by law, and in addition to all other indemnities provided at law, in equity, or in the Project Documents, Contractor shall indemnify, defend and protect and hold harmless KCHA and Owner's Representatives for the Project and their respective parent companies, subsidiaries, shareholders, partners, members, affiliates, agents, officers and directors, at every tier, and all of the respective heirs, executors, successors and assigns of all of the foregoing (collectively, the "**KCHA Parties**"), from and against all claims, demands, debts, causes of action, liabilities, losses, penalties, fines, judgments, awards, damages, costs, and expenses, including, without limitation, actual attorneys' fees and costs (collectively, "**Claims**" and individually, a "**Claim**") resulting or arising from or related to the performance of the Work, provided that such Claims are attributable to bodily injury, sickness, disease or death or injury to

or destruction of tangible property (other than the Work itself) including loss of or use resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of Contractor, any Subcontractor, including without limitation, any sub-subcontractor or material supplier, or anyone employed directly or indirectly by any of the foregoing or for whose acts any of the foregoing may be liable regardless of whether or not such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed as to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist under the Project Documents and/or under the law as to any party described in this Section. The provisions of this Section shall survive the termination of the Project Documents and shall not be limited in any way by the amount or type of insurance, including, without limitation, benefits payable by or for Contractor, or any Subcontractor under any workers' compensation act, disability benefit acts, or other employee benefit acts.

- 11.2** Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Project Documents) to property caused in whole or in part by Contractor, a Subcontractor, including, without limitation, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the foregoing may be liable and for which Contractor is responsible hereunder, except damage or loss attributable to acts or omissions of KCHA or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor shall survive termination of the Contract.
- 11.3** Immigration Reform and Control Act. Contractor acknowledges that Contractor and Contractor Representatives are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any Contractor Representatives are and shall remain in compliance with the IRCA. In addition, Contractor shall defend, indemnify and hold harmless KCHA and KCHA Indemnified Parties from any Claims which arise out of or relate to any allegations that Contractor and Contractor Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Contractor or Contractor Representatives.
- 11.4** Infringement Claim. If any Claim is asserted or action or proceeding brought against KCHA or KCHA Indemnified Parties which alleges that all or any part of the Services in the form supplied by Contractor or KCHA's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, KCHA shall give Contractor prompt written notice. Contractor shall defend any Claim with counsel of Contractor's choice and at Contractor's sole cost and shall indemnify KCHA for any costs, including attorney's fees and damages actually incurred by KCHA, including steps KCHA may take to avoid entry of any default judgment or other waiver of KCHA's rights.

KCHA shall cooperate fully with and may monitor Contractor in the defense of any claim, action or proceeding and shall make employees available as Contractor may reasonably request with regard to the defense, subject to reimbursement by Contractor of all costs incurred by KCHA's cooperation in the defense.

- 11.5 Remedy of Infringement Claim. If the Services are, in Contractor's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Contractor shall within 90 days:
1. Replace. Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;
 2. Modify. Promptly modify the Services to make them non-infringing without materially impairing KCHA's ability to use the Services as intended;
 3. Procure Rights. Promptly procure the right of KCHA to continue using the Services; or
 4. Refund. As a last resort, if none of these alternatives is reasonably available to Contractor, and KCHA is enjoined or otherwise precluded legally from using the Services, Contractor shall, within 120 days of the judgment or other court action, promptly refund to KCHA all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Contractor or as determined by KCHA if the court does not so direct.
- 11.6 Modification of Services. This indemnification does not extend to modifications or additions to the Services made by KCHA or any third party without the prior written consent of Contractor, or to any unauthorized use of the Services by KCHA.
- 11.7 Survival of Indemnification Obligations. Upon completion of this Agreement, the provisions of this Section shall survive.

Section 12. Hazardous Materials.

- 12.1 For purposes hereof, the term "**Hazardous Materials**" includes, without limitation, any material or substance which is: (a) defined as a "hazardous waste" or a "hazardous substance" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (b) asbestos, (c) petroleum, (d) polychlorinated biphenyl (PCB), or (e) any other hazardous or toxic substance, material or waste which is or becomes regulated by any local

governmental authority, the State of California or the United States Government. Contractor shall advise and notify Owner, to the best of its knowledge, of the extent of the Hazardous Materials, and shall assist KCHA in retaining qualified Contractors.

- 12.2** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including, but not limited to, Hazardous Materials, encountered on the Project site by Contractor, Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to KCHA and the Architect in writing.
- 12.3** KCHA shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Project Documents, KCHA shall furnish in writing to Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. Contractor will promptly reply to KCHA in writing stating whether or not it either has reasonable objection to the persons or entities proposed by Owner. If Contractor has an objection to a person or entity proposed by Owner, KCHA shall propose an alternate to whom Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of KCHA and Contractor. The Project Schedules shall be extended appropriately and the Contract Price shall be increased in the amount of Contractor's reasonable additional costs of shutdown, delay and startup, which adjustments shall be accomplished as provided herein.
- 12.4** To the fullest extent permitted by law, KCHA shall indemnify and hold harmless Contractor, Subcontractors, the Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance is a Hazardous Material and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity. Notwithstanding the foregoing, KCHA shall not be responsible for nor shall the foregoing indemnity apply to materials and substances brought to the Project site by Contractor, unless such materials or substances were required by the Project Documents. If, without negligence on the part of Contractor, Contractor becomes liable for the cost of the remediation of a Hazardous Material solely by reason of performing Work as required by the Project Documents, KCHA shall indemnify Contractor for all cost and expense thereby incurred.

Section 13. Damage or Destruction. If substantial damage occurs to the Project by fire, flood, earthquake, or other such risk or occurrence not the fault of Contractor, whether insured or not, Contractor shall be excused from further performance under this Contract, and shall be paid the prorata value of the Work performed thirty-five (35) days after recording a notice of cessation of work. If the damage is insubstantial, Contractor shall, upon Owner's written direction to do so, repair the damage and increase the Contract Price by the reasonable value of the repairs. Damage will be deemed "insubstantial" if the cost of repair is less than ten percent (10%) of the Contract Price. As used in this Section, "repair" includes both repairs to the Work done by Contractor and repairs to other portions of the jobsite that are necessary to enable Contractor to complete the Project. If the damage is substantial, KCHA shall process its claims with its insurance carrier and KCHA and Contractor shall negotiate in good faith for a Change Order and make appropriate adjustments to the Contract Price and the schedule for performance. If the parties are unable to agree on the terms of the Change Order, or if for any reason funds are not available to pay for rebuilding, then Contractor shall not be obligated to continue the Work. KCHA to provide course of construction and Builder's Risk Policy.

Section 14. Miscellaneous Provisions.

14.1 Where reference is made in this Contract to a provision of another Project Document, the reference refers to that provision as amended or supplemented by other provisions of the Project Documents.

14.2 **CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826. Contractor hereby warrants and represents that it is a duly licensed contractor under the laws of the State of California and that its Contractor's License Number is CA 752785.**

14.3 Contractor hereby subordinates all of Contractor's laborers, mechanics, materialmen's and other similar liens that it may have or acquire under the Project Documents or otherwise in connection with the Project, the Work and the property upon which the Work is being constructed to the lien and security interest securing payment of sums now or hereafter borrowed by KCHA from any lender for the Project. At the request of Owner, Contractor shall execute such additional documents as may be requested from time to time by KCHA or any such lender to evidence the provisions hereof, and shall cause Subcontractors and

any other parties furnishing labor or materials for the Work to subordinate their liens to such liens and security interests.

- 14.4** Notwithstanding anything to the contrary contained in any of the Project Documents, all requests for payment by Contractor and all Change Orders require the written approval of Owner.
- 14.5** Contractor shall be excused for delay caused by war, acts of terrorism, riots, strikes, inclement weather, labor disputes, acts of public agencies, acts of KCHA or Architect, (changes to work) or other events beyond Contractor's reasonable expectation and control. Contractor shall be entitled to extensions of time for such delay only on written application to KCHA within ten (10) days after commencement of the delay.
- 14.6** The terms of the Project Documents are intended by the parties to be a final expression of their understanding with respect to such terms as are included in the Project Documents and may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings. In addition, the parties hereby expressly agree that no such statements, representations, agreements or understandings exist. The parties further intend that the Project Documents constitute the complete and exclusive statement of their terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the Project Documents. No addition to, deletion from or modification of any term or provision of the Project Documents shall be effective unless it is made in writing signed by the parties hereto.
- 14.7** Notwithstanding anything in the Project Documents to the contrary, KCHA shall have, at all reasonable times, the right to enter the Project for the purpose of inspecting the Work, and Contractor shall provide for such access.
- 14.8** To the fullest extent permitted by law and in addition to any other indemnity provisions provided for at law, in equity or in the Project Documents, and not as a limitation thereof, Contractor shall indemnify, defend, protect and hold harmless the KCHA and its agents and the Project from and against all Claims resulting or arising from or related to any strike, picketing, handbilling, boycott, slowdown or stoppage, or labor dispute or labor related claim affecting KCHA or the Project which relates directly or indirectly to the performance of the Work by Contractor or by those for whom Contractor is responsible. The foregoing indemnity shall survive the termination of the Project Documents.
- 14.9** If either party commences an action against the other to enforce any of the terms of the Project Documents or because of the breach by either party of any of the terms of the Project Documents, the losing or defaulting party, whether by out-of-court settlement or final judgment, shall pay to the prevailing party the actual costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including actual attorney's fees

and costs. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all costs and expenses of suit, including, without limitation, actual attorneys' fees and costs incurred in connection with: (a) enforcing, perfecting and executing such judgment, (b) post-judgment motions, (c) contempt proceedings, (d) garnishment, levy, and debtor and third-party examinations, (e) discovery and (f) bankruptcy litigation.

- 14.10** Contractor agrees that it will not, without Owner's prior written approval, publicize the fact that KCHA has entered into the Project Documents, or disclose, confirm or deny any details of the Project Documents. Contractor agrees that it will not use Owner's name in connection with Contractor's publicity with respect to the Project without Owner's prior review and written approval in each instance. Contractor shall also insert the terms of this Section in all contracts and/or agreements executed in connection with the services to be performed under the Project Documents and require that its Subcontractors do the same.
- 14.11** Contractor agrees to look solely to the assets of KCHA for the enforcement of any Claims against Owner, and Contractor further agrees that none of the officers, directors, employees, partners, members or shareholders of KCHA assume any personal liability for any of Owner's obligations under the Project Documents.
- 14.12** Contractor agrees that it shall perform its obligations hereof in a manner consistent with that of a first class construction firm experienced in performing sophisticated and complex work similar to the Work required for the Project.
- 14.13** Contractor shall observe and abide by and perform all of its obligations hereunder in accordance with applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Project.
- 14.14** The headings of the Project Documents are used herein for reference purposed only and should not govern, limit, or be used in construing the Project Documents or any provision hereof. Where the context of the Project Documents so requires, the use of the neuter gender shall include the masculine and feminine genders, the masculine gender shall include the feminine and neuter genders, and the singular number shall include the plural and vice versa. Each party hereto acknowledges that: (a) each party hereto is of equal bargaining strength, (b) each such party has actively participated in the preparation and negotiation of the Project Documents, (c) each such party has had the opportunity to consult with such party's attorneys and advisors relative to entering into the Project Documents and (d) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the Project Documents, any portion hereof, any amendments thereto, or any exhibits attached hereto.
- 14.15** The Project Documents may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one

and the same instrument. Facsimile signature pages shall be deemed sufficient evidence of the execution thereof by the applicable signatory.

- 14.16** If any provision of the Project Documents, or any application of any such provision to any party or circumstances, shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the Project Documents or the application of such provision to such person or circumstances, other than the application as to which such provision is determined to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.
- 14.17** The Contract shall be governed by the laws of the state of California without regard to principles of conflict of laws. Any action arising out of this Agreement shall be subject to the exclusive jurisdiction of Kern County Superior Court. Parties expressly consent to the exclusive jurisdiction of the Superior Court of Kern County.
- 14.18** KCHA and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Project Documents. Contractor shall not assign this Contract as a whole without the written consent of Owner, which consent may be withheld in Owner's sole discretion. If Contractor attempts to make such an assignment without such consent, such assignment shall be void. In the event of any assignment by Contractor, Contractor shall not be released from its obligations under the Project Documents. Should KCHA consent to any such assignment, such consent shall not constitute a waiver of any of the restrictions of this Section and the same shall apply to each successive assignment hereunder, if any. KCHA may, without consent of Contractor, assign this Contract to another entity or person, including, without limitation, an institutional lender providing construction financing for the Project. Contractor shall execute all consents reasonably required to facilitate any assignment by Owner. In the event of Owner's assignment to a third party (other than a lender providing construction financing), KCHA shall not be released from its executory obligations under the Project Documents.
- 14.19** Duties and obligations imposed by the Project Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 15.** Compliance with Applicable Law. Contractor shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or later enacted ("Applicable Law"), each of which is made a part of this Agreement. While on KCHA property, Contractor will also follow all applicable policies and any direction of staff.

16. Confidentiality. Contractor shall not, without the prior written consent of the CEO, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this Section 16 shall continue to survive.
17. Conflict of Interest. Contractor has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Contractor acknowledges that it is unaware of any financial or economic interest of any public officer or employee of KCHA relating to this Agreement. It is further understood and agreed that if a financial interest does exist at the inception of this Agreement, KCHA may immediately terminate this Agreement by giving written notice. Contractor shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
18. Cooperation with KCHA Compliance Obligations. Contractor shall cooperate with the compliance program maintained by KCHA and KMC (the "Compliance Program") to the extent that such requirements are (i) applicable to the operation of KCHA or KMC and Contractor's provision of services under this Agreement, (ii) consistent with applicable industry standards and laws, and (iii) communicated to Contractor, so that KCHA may meet all requirements imposed by laws and any governing or advisory body having authority to set standards governing the operation of KCHA and KMC.
19. Disqualified Persons. Contractor represents and warrants that no person providing goods and/or services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to KCHA), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. Contractor 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"), Contractor shall immediately notify KCHA and such individual shall be immediately removed by Contractor from any functions, provided, however, that if Contractor is directly involved in the Enforcement Action, any agreement between KCHA and Contractor shall terminate immediately.

20. Enforcement of Remedies. No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.
21. Health Insurance Portability and Accountability Act-HITECH. Contractor understands that KCHA is a Covered Entity that provides medical and mental health services and that Contractor has no authorization to obtain access to any Protected Health Information (“PHI”) in any form while performing services for KCHA. If, in the course of performing services, Contractor 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 KCHA. The privacy and confidentiality of KCHA’s patients are protected by KCHA policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate Contractor agrees to execute a business associate agreement with KCHA to supplement this Agreement if requested, to be incorporated herein as Exhibit D if so required.
22. Liability of KCHA. The liabilities or obligations of KCHA, with respect to its activities pursuant to this Agreement, shall be the liabilities or obligations solely of KCHA and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.
23. Negation of Partnership. In the performance of the Services, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of KCHA. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of the Services. With respect to Contractor’s employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.
24. Non-collusion Covenant. Contractor represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with KCHA and (ii) it has received from KCHA no incentive or special payments and no considerations not related to the provision of the Services.
25. Non-discrimination. Neither Contractor, nor any Contractor Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any

other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.

26. Non-waiver. No covenant or condition of this Agreement can be waived except by the written consent of KCHA. Forbearance or indulgence by KCHA shall not constitute a waiver of the covenant or condition to be performed by Contractor. KCHA shall be entitled to invoke any remedy available to KCHA under this Agreement or by Applicable Law despite the forbearance or indulgence.
27. Notices. All notices under this Agreement shall be provided to the KCHA' CEO at the address indicated in the opening section of this Agreement and to the Contractor and Responsible KCHA Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Contractor's office, or the KCHA'S CEO.
28. Termination. The KCHA'S CEO may at his or her election, without cause, terminate this Agreement by written notice ("Notice of Termination"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Contractor or the KCHA'S CEO, Contractor shall submit to the Responsible KCHA Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 13, KCHA shall pay Contractor for all satisfactory Services rendered by Contractor prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.
30. Rights to Contracted Products.
 - a. Belong to KCHA. For no additional fee or charge, products developed, prepared, generated or gathered by Contractor or Contractor's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of KCHA and may be used by KCHA in any way it may deem appropriate. Contractor shall have no rights in the products,

except the right to use the products for the exclusive purpose of providing the Services, and Contractor shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Contractor's original licensed software or administrative communications and records, which shall remain the exclusive property of Contractor,

- b. Use by KCHA. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by KCHA in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.
- c. No Publication. Contractor or Contractor's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by KCHA.
- d. Delivery to KCHA. Upon termination or expiration of this Agreement, Contractor shall immediately deliver to KCHA all KCHA-owned programs and documentation developed under this Agreement. In addition, Contractor grants to KCHA a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for KCHA purposes, any Contractor- owned program, including system software, utilized by Contractor in performance of the Services.
- e. Survival of Covenants. Upon completion of this Agreement, the provisions of this Section shall survive.

IN WITNESS WHEREOF, KCHA and Contractor have executed this Contract as of the date and year first written above. This Contract shall be executed in at least three (3) original copies, one to be delivered to Contractor, one to be delivered to the Architect for its use in the administration of this Contract and the remaining copy or copies to Owner.

OWNER:
Kern County Hospital Authority

CONTRACTOR:
Ken Dunbar and Sons, Inc., A
California corporation

By: _____

By: Clayton Dunbar
Clayton Dunbar
6-27-2025

APPROVED AS TO FORM:
Legal Services Department

By: Phillip Jenkins
Kern County Hospital Authority

ADDITIONAL TERMS APPLICABLE TO CONSTRUCTION/ENGINEERING AGREEMENTS

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

I. COMPLIANCE WITH LABOR STANDARDS

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

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

II. APPRENTICESHIP PROGRAM

1. Compliance Required

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

2. Certification of Approval

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

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journey person.

3. Fund Contributions

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

4. Apprenticeship Standards

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

III. SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

1. INSURANCE

- A. In addition to the Insurance requirements in Exhibit C, Contractor, in order to protect the KCHA and its board members, officials, agents, officers, employees and volunteers against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in the Contract Documents, shall secure and maintain insurance as described below. Contractor shall not perform any work under the Contract Documents until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with KCHA's authorized insurance representative, Exigis.

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

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

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

- 2)** If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is

entitled to compensation from KCHA under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from KCHA, KCHA may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Workers' Compensation Insurance and Safety Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If KCHA is compelled to pay compensation, KCHA may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse KCHA.

3) Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

4) All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to KCHA within ten Days of KCHA's request.

2. INDEMNIFICATION

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

in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, KCHA may in its discretion back charge Contractor for KCHA's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

- 3) The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to KCHA or other indemnified party to the extent of its active negligence.



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

July 16, 2025

Subject: Proposed Addendum to Agreement # 03377421.0 and Price Quote with GE Healthcare Technologies, Inc.

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Addendum to Agreement # 03377421.0 and Part Quote with GE Healthcare Technologies, Inc., for purchase of preventive maintenance kit in an amount not to exceed \$12,812.64. This purchase will be used for the preventive maintenance of anesthesia machines.

Therefore, it is recommended that your Board approve the Addendum to agreement # 03377421.0 with GE Healthcare Technologies, Inc., for purchase of preventive maintenance kit in an amount not to exceed \$ 12,812.64 plus tax and shipping, and authorize the Chairman to sign.



This Addendum to Agreement ("Addendum") is made between Kern Medical Center with an address at 1700 Mount Vernon Ave, Bakersfield, CA 93306 ("Customer") and GE Precision Healthcare LLC, a GE HealthCare business, with an address at 3000 N. Grandview Blvd., Waukesha, WI 53188 ("GE HealthCare"), parties to GE HealthCare On-Demand Quotation with Quote ID # 14013573278 ("Quotation", attached as Exhibit A) for the products and/or services listed on the Quotation in accordance with the terms and conditions identified in the Quotation ("Agreement").

The Agreement is amended as follows:

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

(remainder intentionally blank)

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

Kern Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Precision Healthcare LLC, a GE HealthCare business

Signature: Evelyn D. Barr

Print Name: EVELYN D. BARR

Title: FIELD ENGINEER

Date: JULY 8, 2025

Exhibit A

GE HealthCare On-Demand Quotation with Quote ID # 14013573278 (please see attached)

APPROVED AS TO FORM:

Legal Services Department

By Phillip Jenkins

Kern County Hospital Authority



Price Quote

Please review the quote details below and save or print this email for your records. Reference the Quote Record# upon order placement. Quote valid for 30 days.

For questions or to place the order, please call:

800-345-2700 GE Datex-Ohmeda

800-558-7044 GE Medical Systems IT

800-558-2040 GE Precision HealthCare - Imaging

Quote Record#: 1-72V2HP59
Quote Date: 05/08/2025 13:07:18
Quote Creator: 550001065
SystemID/Serial#:

Contact Name: Alvin Eribal
Phone Number: (661) 326-2580
Email Address: alvin.eribal@kernmedical.com
Customer PO#:

Ship To:
130382
KERN COUNTY HOSPITAL AUTHORITY
1700 MT VERNON AVE BAKERSFIELD CA USA 93306

Bill To:
130382
KERN COUNTY HOSPITAL AUTHORITY
1700 MT VERNON AVE BAKERSFIELD CA USA 93306

Part Number	Description	Qty	Customer Price	Extended Customer Price	Exchange Part
2063832-001	AISYS CS2 PC SERVICE APPLICATION REV. 10.00 USB MEDIA	1	\$4,592.01	\$4,592.01	N
1407-7013-000	ASSY-MSN, TOOL LEAK TEST	1	\$1,566.01	\$1,566.01	N
1011-8004-000	ASSY-MSN, TOOL INSERTION SPR SEAL, Spare part - Buy	1	\$407.01	\$407.01	N
1011-8006-000	CASSETTE TEST VAPORIZER AISYS	1	\$5,270.01	\$5,270.01	N
1503-3236-000	OEM, COUPLING INLINE WHT BCG INSR HALF 4MM HOSE BARB	1	\$20.28	\$20.28	N
1009-3011-000	OEM, TEE TUBING 3MM NYLON BCG	1	\$4.21	\$4.21	N
1503-3119-000	COUPLING BODY IN-LINE WHT 1/8 [4MM] BARB BCG	1	\$7.11	\$7.11	N
1605-1001-	TUBE SILICONE 1/8 IN BCG ID X 1/4 IN OD 3	1	\$182.00	\$182.00	N





Price Quote

001-S METERS

S/H will vary based on delivery option
Delivery Option:

Line Total:	\$12,048.64
S&H Total:	\$764.00
Order Total:	\$12,812.64

Invoice will reference this quote's legal entity. Please generate PO accordingly.

Datex-Ohmeda, Inc.

The information contained in this electronic message is privileged and confidential and is intended for the use of the individual(s) named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this message in error, please destroy it immediately, and notify the sender. Thank you.





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

July 16, 2025

Subject: Proposed Agreement with MMA Securities LLC for Retirement Plan Advisory and Consulting Services

Recommended Action: Approve, Authorize Chairman to Sign

Summary:

The Kern County Hospital Authority sponsors the Kern County Hospital Authority Defined Contribution Plan for Physician Employees (the "Plan"), an Internal Revenue Code Section 401(a) defined contribution, money purchase retirement plan, for eligible physician employees of Kern Medical Center.

The Plan document provides that administration of the Plan shall be overseen by a Pension Committee, whose members are appointed by your Board. The Pension Committee has the sole and exclusive fiduciary responsibility over the assets of the Plan and is responsible to administer the Plan in a manner that will assure prompt delivery of benefits and to hold the Plan's assets for the exclusive purposes of providing benefits to the Plan participants and their beneficiaries.

On Monday, March 31, 2025, the Pension Committee issued a request for information ("RFI") seeking out advisory services to provide additional support to ensure that its fiduciary responsibilities are being fulfilled. The Pension Committee received three responses to the RFI and thoroughly evaluated all firms on price, services offered, experience and expertise, technology and tools, client support and whether the firms shared in fiduciary liability.

The Pension Committee recommends that your Board approve this Agreement with MMA Securities LLC based on these factors and their unique experience with California hospital authority clients and non-ERISA plans. MMA Securities was also the most cost effective of the three vendors that responded to the RFI.

MMA Securities will provide investment services of performance monitoring and reporting, preparation of an investment policy, provide investment recommendations and review the default investment alternatives. They will also provide non-investment services, including plan committee services, fee benchmarking, plan optimization and education services for plan participants. The annual cost for these services is \$47,500 which will be paid from the Revenue Credit Account, which was established to be funded from fees that are already charged to investment options. This will not increase fees paid by plan participants. Additional fees may be charged for additional education supplements, on-site group meetings or any other additional services not within the scope of the Agreement. The Agreement is effective July 16, 2025.

Therefore, it is recommended that your Board approve an Agreement with MMA Securities LLC in an amount not to exceed \$180,000, for a term of three years from July 16, 2025 through July 15, 2028, and authorize the Chairman to sign.



MarshMcLennan
Agency

Retirement Plan Advisory and Consulting Services Agreement

Non-ERISA

Advisory services through MMA Securities LLC



1. PARTIES

This Retirement Plan Advisory and Consulting Agreement ("Agreement") is between Kern County Hospital Authority, a local unit of government, (hereinafter referred to as "Client") and MMA Securities LLC (the "Adviser"), a registered investment adviser under the Investment Advisers Act of 1940, as amended ("the Act"). This Agreement is intended to outline the responsibilities of the parties with respect to the investment advisory and consulting services to be provided to Client by Adviser.

2. RECITALS

This Agreement is entered into effective the 16th day of July, 2025 with reference to the following:

- A. Client is the plan sponsor of the Kern County Hospital Authority Defined Contribution Plan for Physician Employees (the "Plan") that is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Client has the power and authority to designate and direct the Plan's investment alternatives and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties.
- B. Client wishes to engage Adviser to provide to the Plan the services described below.

3. SERVICES TO BE PROVIDED BY ADVISER

Services outlined in Schedule A. Adviser acknowledges that, to the extent any of the Services provided under this Agreement constitute the rendering of "investment advice for a fee or other compensation," as defined in Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or a comparable standard established under the laws of California, it will be deemed to have acted in a fiduciary capacity and shall be held to the requirements imposed on a plan fiduciary with regard to its provision of those Services. Adviser does not provide plan administration, recordkeeping or custodial services, and does not provide legal, accounting or tax advice.

4. REPRESENTATIONS AND DUTIES OF CLIENT

Client represents and warrants as follows:

- A. Client is the responsible under relevant state and federal law for the control or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. The signatory on behalf of Client represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by Adviser.
- B. The Plan and related Trust permit payment of Adviser's fees out of Plan assets. Client has determined that the fees charged by Adviser are reasonable and are the obligation of the Plan; however, if Client desires, it may pay the fees directly, rather than with Plan assets.
- C. Adviser is entitled to rely upon all information provided to Adviser by Client, Client's representatives and third-party service providers without independent verification. Client agrees to promptly notify Adviser in writing of any material change in the financial and other information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.

5. REPRESENTATIONS AND WARRANTIES OF ADVISER

Adviser represents and warrants as follows

- A. Adviser is a registered investment adviser under the Act and shall maintain such registration through the term of this Agreement. In addition, all personnel assigned by Adviser to render the Services hereunder shall be appropriately licensed as required by law. Adviser will not engage in any transaction with respect to Client's account(s) that it knows or should know would be a prohibited transaction under Section 406 of ERISA or Code Section 4975 or applicable state law.
- B. Adviser has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals, or consents that must be obtained by them from any third party, including any governmental authority, in connection with this Agreement.
- C. Adviser will treat as confidential all information pertaining to Client's account(s), except as necessary to comply with state and/or federal law.
- D. Adviser provides Client with information on services and compensation meeting the standards of regulations issued under ERISA §408(b)(2) through this document, and will update or revise such information as required by that regulation.
- E. Adviser has provided Client with written disclosures concerning Adviser's services, compensation and potential conflicts of interest via Form ADV Part 2 A&B reasonably in advance of the execution of this Agreement.

6. LIMITS ON LIABILITY

In connection with the performance of the Services hereunder, Adviser will not be liable for any (i) losses or expenses incurred as a result of any act or omission by any investment manager, custodian or other third party, (ii) inaccuracy or incompleteness of the data provided by the Client or the Plan or their respective agents and representatives, including any investment managers, custodian, recordkeeper and other service providers, (iii) act taken, or omission or recommendation made, or for any error in judgment, in the absence of negligence or willful misconduct, or (iv) indirect, special, punitive, consequential or incidental damages including, without limitation, loss of profits. Any stated limitations on liability shall not relieve Adviser from any responsibility or liability it has under state or federal statutes.

7. TERMINATION OF AGREEMENT

Except as set forth in Section 8, below, this Agreement shall remain effective until either party shall give the other at least thirty (30) days written notice of its intent to terminate. In the event this Agreement is terminated, Client will be entitled to a prorated refund of any fees prepaid beyond the termination date or required to pay a prorated portion of any unpaid compensation owed from the last billing period to the termination date. Any compensation owed at termination shall be paid pursuant to the terms set forth in Schedule A.

Client acknowledges that, upon termination of this Agreement, Adviser has no continuing duty to provide the Services and that the circumstances pursuant to which Adviser provided the Services will change. As a result, Client agrees that, upon the termination of this Agreement, Adviser will cease to have any responsibility for the ongoing investment of Plan assets or operation of the Plan regardless of whether the Plan continues to be operated consistent with the Services previously provided pursuant to this Agreement.

8. GENERAL PROVISIONS

- A. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, or promises other than those set forth herein have been made by any party to the other.
- B. **Amendments.** This Agreement may only be amended by a writing duly executed by both parties hereto.
- C. **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed according to the laws of California, without giving effect to the choice of law principles thereof, except to the extent federal law preempts state law. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and the Client shall be the state or federal courts located in Kern County, State of California.
- D. **Nonassignability; Binding Effect.** No assignment of this Agreement shall be made without the consent of both parties. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- E. **Electronic Delivery.** Client authorizes Adviser to deliver, and Client agrees to accept, all required regulatory notices and disclosures via electronic mail, as well as all other correspondence from Adviser. Adviser shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address.
- F. **Liabilities of Client.** The liabilities or obligations of Client with respect to its activities pursuant to this quote shall be the liabilities or obligations solely of Client and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.
- G. **Non-collusion Covenant.** Advisor 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 quote with Client. Advisor has received no incentive or special payments, nor considerations, not related to the provision of services under this quote from Client.

EXECUTION BY THE PARTIES

This Agreement constitutes both an Agreement between the parties and a disclosure statement under the standards of ERISA Regulation §2550.408b-2. By their signatures, below, the parties hereby indicate their acceptance of the terms and conditions set forth in this Agreement. Each person signing this Agreement on behalf of Client represents and warrants: (i) he or she has the authority to act on behalf of Client and Plan; (ii) he or she has the power and authority to enter into a relationship with Adviser, as well as the power to authorize Adviser to provide the Services to the Plan; (iii) he or she will inform Adviser, in writing, of any amendments to the Plan or any other event which could alter the representations and warranties stated herein; and (iv) that all of the information it has provided as a part of this Agreement is true, correct, and complete in all respects.

For Client:

Signature

Print Name/Title

On behalf of MMA Securities LLC:

Ryan Esping *Erik Pflaum*

Signature

Ryan Esping

Print Name/Title

Erik Pflaum

Date

6/17/2025

6/17/2025

Date

APPROVED AS TO FORM:
Legal Services Department

By Phillip Jenkins
Kern County Hospital Authority

SCHEDULE A – SERVICES TO BE PROVIDED BY ADVISER

Investment Services Provided by Adviser under this Agreement include:

- A. **Preparation of Investment Policy Statement.** Adviser will prepare an investment policy statement (“IPS”) for review and acceptance by the Client based upon consultation with Client to ascertain Client’s investment objectives, policies, and constraints.
- B. **Performance Monitoring and Reporting.** Adviser will monitor the Plan’s investments and/or investment managers according to the guidelines outlined in the IPS and, when applicable, the continued compliance of the Plan’s investments with the “broad range” requirement in the Regulations promulgated under Section 404(c) of ERISA or comparable state law. Adviser will also prepare investment performance reports based upon information derived from statements provided by the Client and/or the Plan’s recordkeeper. Adviser will not make recommendations or report on company stock or self-directed brokerage accounts if these investment options are available to participants.
- C. **Investment Recommendations.** Consistent with the policies outlined in the IPS, Adviser will recommend, for selection by Client, specific investments to be held by the Plan or offered as investment options in participant- directed plans. Adviser will also recommend possible replacements if an existing investment is no longer suitable and, if requested, will assist the Plan in transitioning to the replacement option selected by the Client.
- D. **Selection of Qualified Default Investment Alternative.** Consistent with the IPS, Adviser will recommend an investment fund product or model portfolio meeting the definition of a “Qualified Default Investment Alternative” (“QDIA”) in ERISA Regulation §2550.404c-5(e)(3).

Non-Investment Services Provided by Adviser under this Agreement include:

- A. **Plan Committee Services.** Adviser will assist Client in the creation and operation of a duly appointed Committee to oversee specified aspects of the Plan. This would include preparing fiduciary documentation and completing meeting minutes.
- B. **Fee Benchmarking.** Adviser will perform an analysis of all fees and expenses related to the Plan, its service providers and its investments.
- C. **Plan Optimization Consulting.** Adviser will make recommendations for improving the administration or operation of the Plan. Client understands and agrees that any such recommendations shall be for the sole and exclusive benefit of the Plan’s participants and that Adviser will not provide Client with advice on the formation or termination of the Plan. The Plan’s named fiduciaries understand and agree they shall have the exclusive duty to determine whether any of the Services provided hereunder constitute settlor activities that cannot be paid from Plan assets.
- D. **Request for Proposals/Plan Vendor Search** Adviser will manage the preparation, distribution, and evaluation of requests for proposal (“RFP”), and provide support services for the conversion to the selected vendor.
- E. **Education Services.**
 - ☒ **Financial Well-Being Platform:** Advisor agrees to provide access to the MMA Financial Well-Being Platform which includes:
 - Live Webinars
 - Recorded Webinars
 - Financial Well-Being Videos
 - Keep apprised of ongoing content schedules
 - ☒ **Customized Webinars:** Adviser agrees to create and deliver employee webinars on topics to be mutually determined by the Client and the Adviser. Work would be reviewed and agreed upon prior to delivery. Topics include:
 - 401k Planning / Open Enrollment (once per year)
 - Plan Transition of Service Providers (should service providers change)
 - Plan Design Change (should plan design change)
 - Other topics to supplement “Financial well-Being Platform” (for a rate of \$750 per webinar)
 - ☒ **Onsite Meetings:** The Advisor is available to conduct onsite group meetings for a rate of \$4,500 per day on topics to be mutually determined by the Client and the Adviser.
 - ☒ **Virtual 1 on 1 Consultations:** The Advisor is available during the year to hold 1 on 1 employee consultations focused on retirement planning topics and ancillary topics that indirectly impact retirement planning.
- F. **Additional Services.** Services requested by Client that are outside the scope of this Agreement will be billed separately by Adviser with prior client notification and agreement at the rate of \$250 per hour or on a flat fee project basis.

SCHEDULE B – COMPENSATION AND BILLING

The Parties agree Adviser shall be entitled to receive compensation for its provision of the Services for the Kern County Hospital Authority Defined Contribution Plan, payable as follows:

PAYER: ☐ Client
☒ Retirement plan

ADVISER FEE: Adviser will be entitled to receive the following amount(s) as its fee for the Services provided under this Agreement:

☒ Plan Level Fiduciary Consulting Services: An annual flat fee of \$47,500 paid in equal quarterly installments.

A cost increase of 3% per year will apply starting after 3 years (beginning in year 4 or Q3 of 2028).

PAYMENT TERMS: The Service Fees listed above shall be paid (select one from each row):

<input type="checkbox"/> In Arrears	<input checked="" type="checkbox"/> In Advance
<input checked="" type="checkbox"/> Quarterly	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Invoice by Adviser	<input type="checkbox"/> Automatically by Admin Service Provider

Invoicing Contact:

Name: N/A
Mailing Address: N/A
Phone: N/A

TIMELY PAYMENT: Fees shall be due upon receipt of the billing notice, unless debited from the account(s), in which case the fees shall be reflected on the client statement.

If compensation is not paid on a timely basis Adviser may suspend the performance of the Services until all compensation has been paid in full, including any late charges.

OTHER SOURCES OF COMPENSATION: Adviser shall not receive any compensation in conjunction with its services under this Agreement, other than as disclosed on this Schedule B (including any source[s] of fees other than asset-based fees paid directly from the Plan and /or its participant accounts). The fee quoted above includes travel expenses.

PLAN EXPENSE REIMBURSEMENT ACCOUNT: If a plan expense reimbursement account (PERA) which is also referred to as an ERISA account has been established for the Plan, all or a portion of the indirect compensation described above may be remitted to the Plan's trustee or custodian under the PERA. In accordance with your instructions, the amounts credited to the PERA may be used to pay the Adviser's fee for our services, as applicable, as described more specifically within this Agreement.

NON-ADVISER FEES/COSTS: There may be additional fees incurred by the Plan for Plan-related services that are not provided by Adviser, including Plan administration, professional services (i.e., accounting and legal), and Plan asset custodial services. Adviser's fee does not include the cost of any other Plan-related service(s) not provided by Adviser.

CHANGED CIRCUMSTANCES: Client acknowledges that the Service Fee quoted above pertains to the current plan(s) and services to be provided by Adviser. In the event that, through merger, acquisition or other business transaction or series of transactions, the number of participants, the amount of plan assets or locations to be serviced increase by twenty percent (20%) or more due to the transaction(s), Adviser reserves the right to reprice its services. Such new pricing shall go into effect 60 days following written notification to Client of the price increase due to changed circumstances.

ANY QUESTIONS: Questions regarding compensation and fees, or any other issues pertaining to services, should be addressed with your Adviser.

Third Party Payer: TIAA



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

July 16, 2025

Subject: Proposed Ordering Document CPQ-3778502, with Oracle America, Inc. to purchase professional services and equipment to implement TrackCore, a tissue and implant tracking software

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed Ordering Document CPQ-3778502 with Oracle America, Inc. for the purchase of professional services and equipment to implement a tissue and implant tracking system (TrackCore) and integrate it into the electronic health record (EHR) for the surgery department, with a maximum payment of \$101,338, effective on July 16, 2025, and for a term of sixty (60) months. TrackCore replaces the current tracking software, AlexGold, which will reach end-of-life by December 31, 2025.

Oracle America, Inc. will provide the professional services, recurring maintenance services, and equipment required for the implementation of TrackCore and its integration into the EHR, although this software can be used with any EHR. Tracking software is required by all surgical services to meet regulatory requirements around tissue and implant tracking.

Counsel is unable to approve due to non-standard terms which include third party products and services with pass-through provisions, which are accepted without Counsel approval, and changes to costs with little to no negotiation.

Even with the non-standard terms and conditions, this software must be in place by the end of the year in order to be in compliance with current regulatory requirement, therefore, it is recommended that your Board approve the proposed Ordering Document CPQ-3778502 with Oracle America, Inc., for the purchase of professional services and equipment to install a new tissue and implant tracking system to meet regulatory requirements, with a maximum payable of \$101,338, for a term of sixty (60) months, effective July 16, 2025, and authorize the Chairman to sign.

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

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

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

Fee Summary

Fee Description	Net Fees	Monthly Fees	Annual Fees
Recurring Services	--	1,290.00	--
Equipment and Equipment Support	1,864.29	--	0.00
Professional Services -- Fixed Price	19,073.00	--	--
Professional Services -- Estimated Expenses	3,000.00	--	--
Total Fees	23,937.29	1,290.00	0.00

Billing Frequency

Description	Amount Due	Payment Due
Equipment	100%	Upon delivery
Equipment Support - Net Fees	100%	Upon delivery
Professional Services -- Estimated Expenses	100%	Monthly in arrears
Professional Services -- Fixed Price	100%	Upon order execution
Recurring Services	100%	Annually in advance, beginning when access issued

Ordered Items

Recurring Services

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Monthly Fees
B101710	TrackCore Software License - Tissue Implant Tracking - Facilities [Mfg Part Num: TC-0012]	60 mo	3rd Party	1	1,290.00	1,290.00
Subtotal						1,290.00

Equipment and Equipment Support

Part Number	Description	Term	Pass-Through Code	Quantity	Unit Net Price	Extended Net Fees	Annual Fees
7608750	Ribbon for 3.5in x 1in deep freezer labels [Mfg Part Num: RBNSNGL]	--	3rd Party	1	6.70	6.70	--
7609128	3.5in x 1in, Light Blue, flood coat [Mfg Part Num: LBL1x3.5-75]	--	3rd Party	1	120.00	120.00	--
7611372	ZD4A042-301E00EZ Thermal Transfer Printer Use With TrackCore. Includes Zebra 1-year Standard Equipment Warranty [Mfg Part Num: ZD421]	--	3rd Party	1	838.00	838.00	--
B99248	Zebra Technologies Hardware Support, 9x5 M-F Next Business Day - 5 years	60 mo	--	--	--	502.80	--
7628613	1960g USB Kit, General purpose black housing, HD Focus, 1D_2D, PDF417, USB Type A 3m straight cable (CBL-500-300-S00),NA_MX only. Includes Honeywell 1-year Standard Equipment Warranty [Mfg Part Num: 1960GHD-2USB-N]	--	3rd Party	1	378.00	378.00	--
B59411	Hardware Freight Fee	--	--	1	--	18.79	--
Subtotal						1,864.29	0.00

Professional Services

Professional Services - Fixed Price

Part Number	Description	Service Descriptions	Pass-Through Code	Net Fees
B107821	Tissue Tracking Implementation Fee [Tissue Tracking] [Mfg Part Num: TC-IM01]	Attached	3rd Party	3,100.00
B107822	Implant Tracking Implementation Fee [Implant Tracking] [Mfg Part Num: TC-IM002]	Attached	3rd Party	1,030.00
B107823	Tissue Tracking Onsite Training Fee [Tissue Tracking Onsite Training] [Mfg Part Num: TC-OT01]	Attached	3rd Party	6,700.00
B107824	Implant Tracking Onsite Training Fee [Implant Tracking Onsite Training] [Mfg Part Num: TC-OT02]	Attached	3rd Party	1,340.00
B107827	Oracle Health Enhance Integration Implementation Fee [Enhance Integration Implementation] [Mfg Part Num: TC-EINT]	Attached	3rd Party	3,600.00
B107826	Item Master Consulting [Item Master Consulting] [Mfg Part Num: TC-CON]	Attached	3rd Party	3,090.00
B102359	Oracle Health Custom Professional Services [Test]	Attached	--	213.00
Subtotal				19,073.00

Professional Services - Estimated Expenses

Part Number	Description	Estimated Fees
B102173	Oracle Health Travel and Expenses for Commercial Estimate - Each [Professional Services]	3,000.00
Subtotal		3,000.00

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 v121524 which may be viewed at <http://www.oracle.com/contracts> on the Oracle Health tab.

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

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

b. Solution Descriptions.

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

c. 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.

d. Shared Computing Services.

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

e. Permitted Facilities.

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

4. Recurring Services

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

5. 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.

6. Professional Services

a. Oracle Health Professional Services Delivery Policies.

The Oracle Health Professional Services Delivery Policies ("Health PSDP") available at <http://www.oracle.com/contracts> on the Oracle Health tab apply to and are incorporated into this order.

b. Service Descriptions.

Service Descriptions applicable to each Ordered Item identified as Professional Services in the table(s) above may be found (i) at <http://www.oracle.com/contracts> on the Oracle Health Tab (where identified as "Online" in the Professional Services table(s)), or (ii) as an attachment to this order (where identified as "Attached" in the Professional Services table(s)). These Service Descriptions are incorporated into this order by reference.

c. Estimated Expenses.

Fees for Professional Services identified in this order as "Professional Services -- Estimated Expenses" are estimates intended only to be for Your budgeting purposes and may exceed the estimated totals; these estimates do not include taxes. Actual expenses shall be invoiced as incurred, in accordance with the underlying agreement.

d. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

e. Estimated Fees.

Fees for Professional Services identified in this order as "Professional Services -- Time and Materials" are estimates intended only to be for Your budgeting and Oracle's resource scheduling purposes and may exceed the estimated totals: these estimates do not include taxes. For Professional Services performed on a time and materials (T&M) basis, You shall pay Oracle for all of the time spent performing such services at the rate specified in the Ordered Items table(s) above, plus materials and taxes. Once fees for Professional Services reach the estimate and upon amendment to this order, Oracle will cooperate with You to provide continuing Professional Services on a T&M basis.

7. 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.

8. 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.

9. Offer Validity

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

Kern County Hospital Authority

Signature

Name

Phil McLaughlin

Title

Chairman, Board of Governors

Signature Date

July 16, 2025

Oracle America, Inc.

Signature

Jessica King

Name

Jessica King

Title

Senior Director, NA Customer
Deal Desk

Signature Date

30-Jun-2025 02:36 PM PDT

REVIEWED ONLY
NOT APPROVED AS TO FORM

By *Shannon Hochstein*
Kern County Hospital Authority

TrackCore Custom Services

Part #: B107821, B107822, B107823, B107824, B107827, B107826

Cerner Legacy Part #: N/A

Description of Services	<ul style="list-style-type: none"> • Initiate and lead all project-related activities with Client, including, but not limited to, project kick-off, data collection webinar, interface discovery, regularly scheduled calls, breakpoint meeting, web-based pre-trainings, workflow reviews, and establishing onsite training plans and dates, as needed; • Ensure collection/completion of import data is completed for all products and vendors; • Assist Client in data verification for initial data load, including verification of products and vendors in the item type master, and data sent through the item master interface in both customer assurance ("CA") and production environments; • Assist Client in setup of interface data transport mechanism (including remote interface client ("RIC") (as necessary); • Provide Client with specifications for all non-Cerner enhanced integrations (as necessary); • Assist customer in testing application and interfaces in CA environment; • Create a training plan for all Client staff not trained during scheduled onsite training (receiving, materials management, lab, off-shift/weekend registered nurses, etc.); • Provide webinar training for system administrators/super-users/end-users; • Provide virtual support for receiving and labeling of on-hand inventory; • Analyze Client's Cerner Item File one (1) to three (3) times with both technical and manual review processes and provide update/feedback to Client (as necessary); • Provide Client with tools to update Universal Product Numbers ("UPN") and Replacement UPN values for maintaining items on an ongoing basis (as necessary); • Provide necessary installation of purchased RFID enclosures (connect unit(s) to network, configure unit(s), test/validate unit readability, provide end-user training, etc.) (as necessary).
Your Cooperation / Obligations	<ul style="list-style-type: none"> • Required participation in all project-related activities with Supplier, including, but not limited to, project kick-off, data collection webinar, interface discovery, regularly scheduled calls, breakpoint meeting, web-based pre-trainings, workflow reviews, and establishing onsite training plans and dates. • Conduct appropriate and necessary data collection activities as specified in data collection webinar. • Verify that all computers used for training and production use meet minimum technical requirements, are properly designated for accessing Supplier application, and can be accessed by all users. • Determine availability and suitability of barcode scanners, label printers, server, computer locations, OR room computers/workstations, etc, identify asset numbers/computer names of devices and verify that peripherals are deployed to all designated computers. • Configure and setup interface data transport mechanism, including RIC if necessary. • Participate in initial data verification for initial data load including verification of products and vendors in the item type master and vendor master data sent through the item master interface in CA. • Ensure that training rooms are reserved, properly equipped, and configured for before day one (1) of training. • Participate in all go-live activities including conducting physical inventory, triggering first documentation of item consumption into Cerner and first run of consumption interface message. • Ensure that necessary data drops and power outlets are in place for RFID enclosures, as necessary.
Assumptions	<ul style="list-style-type: none"> • The project assumes the scanning of all supply items in surgical area locations where the Integrated Case Pick List is enabled. • The project assumes a single Item Master.

Deliverables	<ul style="list-style-type: none"> • Client to provide vendors and products that are required to be uploaded into TrackCore. • Supplier to schedule meetings to assist Client in setup of interface data transport mechanism, including RIC (as necessary); • Supplier to provide Client with specifications for all non-Cerner enhanced integrations (as necessary); • Supplier to create training and implementation plan for Client; • Client to provide item master file; • Supplier to review item master file and send back to Client for corrections (as necessary); • Supplier to provide Client with tools to update UPNs and Replacement UPN values for maintaining items on an ongoing basis (as necessary); • Supplier to provide RFID installation documents (as necessary). •
Completion Criteria	<ul style="list-style-type: none"> • Supplier will ensure Client understands how to access Supplier application using a standard operating room ("OR") personal computer ("PC"). • Supplier will ensure Client can successfully log into Supplier application. • Supplier will ensure Client understands site navigation. • Supplier will ensure Client understands how to access vendor documents. • Supplier will ensure Client training has been held. • Supplier will ensure Client understands how to run, print and save reports. • Supplier will ensure Client knows where "Help Documentation" is located. • Supplier will ensure Client knows how to contact support. • Supplier will ensure Client can receive shipments. • Supplier will ensure Client can receive individual items. • Supplier will ensure Client can print labels. • Supplier will ensure Client can scan labels successfully into Cerner to add a product to a case. • Supplier will ensure Client can scan label successfully into Supplier application to find a product. • Supplier will ensure Client understands how to document logs not recorded in Cerner (e.g., Dispose not in case, Place In Storage, Remove From Storage, etc.). • Supplier will ensure Client's auditing users have successfully run and understand how to use the Exception Management tool. • Supplier will ensure Client understands how to run and print and send Usage Cards to vendors. • Supplier will ensure Client understands how to use the Implant Tracking Downtime Forms. • Supplier will ensure Client understands how to access SameDay and SuppliCore, as necessary. • Supplier will ensure Client can manage purchasing worksheets and approve purchase order requisitions, as necessary. • Supplier will ensure Client understands how to access RFID enclosures, including emergency unlock and reset procedures, as necessary. • Supplier will ensure Client understands how to communicate RFID support requests.

Bill To / Ship To Contact Information

Bill To Contact

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

Ship To Contact

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



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

July 16, 2025

Subject: Proposed Amendment No. 4 to Agreement 099-2023 with Alton Scott Thygerson, a contract employee

Requested Action: Approve; Authorize Chairman to sign

Summary:

On July 19, 2023, your Board approved Agreement 099-2023 with Alton Scott Thygerson for professional services as chief executive officer of Kern County Authority for the period July 19, 2023 through July 19, 2026.

Mr. Thygerson is subject to an annual automatic two percent (2%) salary adjustment on July 19, 2025. In addition to his annual salary, Kern Medical provides Mr. Thygerson with an annual incentive compensation program with maximum earnings payable at the end of each Employment Year not to exceed three percent (3%) of annual base compensation.

On May 21, 2025, your Board declared a potential budget emergency due to Medicaid cuts by the Congress. Since May 21, 2025, the Congress passed the budget reconciliation bill (also known as H.R. 1 or "One Big Beautiful Bill Act") which will have a profound negative effect on Medicaid reimbursement for public hospitals including Kern Medical.

Due to these recent events, Mr. Thygerson has volunteered to defer his automatic salary adjustment and annual incentive compensation until 2026. The proposed Amendment recognizes Mr. Thygerson's decision to defer his automatic salary adjustment and annual incentive compensation until 2026. There are no other changes to the Agreement.

Therefore, it is recommended that your Board approve Amendment No. 4 to Agreement 099-2023 with Alton Scott Thygerson for professional services as chief executive officer of Kern County Hospital Authority, and authorize the Chairman to sign.

**AMENDMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Alton Scott Thygerson)**

This Amendment No. 4 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 Alton Scott Thygerson (“Executive”).

RECITALS

(a) Authority and Executive have heretofore entered into an Agreement for Professional Services (Agt. #099-2023, dated July 19, 2023) (the “Agreement”), for the period July 19, 2023 through July 19, 2026, whereby Executive serves as chief executive officer of Authority; and

(b) Executive is subject to an annual automatic two percent (2%) salary adjustment on July 19, 2025; and

(c) Authority provides Executive with an annual incentive compensation program with maximum earnings payable at the end of each Employment Year not to exceed three percent (3%) of annual base compensation; and

(d) On May 21, 2025, the Board of Governors declared a potential budget emergency due to Medicaid cuts by the Congress; and

(f) Since May 21, 2025, the Congress passed the budget reconciliation bill (a/k/a H.R. 1 or “One Big Beautiful Bill Act”) which will have a profound negative effect on Medicaid reimbursement for public hospitals; and

(g) Due to these recent events, Executive has volunteered to defer his automatic salary adjustment and annual incentive compensation until 2026; and

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

(i) The Agreement is amended effective July 19, 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. Exhibit “B,” Compensation Schedule, shall be deleted in its entirety and replaced with Amendment No. 1 to Exhibit “B,” Compensation Schedule, attached hereto and incorporated herein by this reference.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 4
as of the day and year first written above.

EXECUTIVE

By 
Alton Scott Thygersen

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

**EXHIBIT “B”
COMPENSATION SCHEDULE
Alton Scott Thygerson**

Step Levels¹	Annual Salary	Effective Date
Step A	\$607,592	July 19, 2023
Step B	\$619,744	July 19, 2024
Step C	\$632,139	July 19, 2026
Step D	\$644,781	July 19, 2027
Step E	\$657,677	July 19, 2028

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¹ The position of chief executive officer has five (5) step levels, which shall be designated as Step A, Step B, Step C, Step D and Step E. There is a maximum adjustment of two percent (2%) per level. Step A shall consist of the minimum rate of annual base compensation for this position.



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

July 16, 2025

Subject: Proposed election of officers to the Kern County Hospital Authority Board of Governors

Requested Action: Elect Officers

Summary:

The Authority's Bylaws for Governance provide that officers shall be elected by your Board at the first meeting of each odd-numbered fiscal year. Directors McLaughlin and Berjis have agreed to serve a second term as Chair and Vice-Chair, respectively; Director Pelz has agreed to serve a second term as Secretary/Treasurer. A member of your Board may hold an office for any number of terms, whether or not consecutive.

Therefore, it is recommended that your Board elect Philip McLaughlin, Chair, Amir Berjis, M.D., Vice-Chair, and Stephen Pelz, Secretary/Treasurer to the Kern County Hospital Authority Board of Governors, terms to expire June 30, 2027.



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

July 16, 2025

Subject: Report on upcoming anticipated retroactive agreements

Recommended Action: Receive and File

Summary:

On February 18, 2025, your Board requested that staff notify your Board of upcoming retroactive agreements. Staff has compiled the attached report on upcoming anticipated retroactive agreements since last reported in April. As requested, all board memos will state the reason for the retroactivity and reference the date your Board was first notified the agreement would be retroactive.

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

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

Agreement	Description
Service Agreement Quotation (00186541) with Advanced Sterilization Products for a 3 -month term.	Service contract for two Sterrad sterilizers. Negotiations with the vendor have taken longer than expected and the current agreement expires on July 7, 2025. Continued service of machinery will require execution before August’s board meeting.
Three-year contract with UKG, our current Human Capital Management (HCM) system.	Negotiations took longer than expected due to parallel consideration of a separate talent acquisition platform and efforts to reduce costs through scope adjustments. Execution is required ahead of the August board meeting to finalize negotiated changes and ensure continuity of service.



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

July 16, 2025

Subject: Proposed Retroactive Amendment No. 3 to Agreement 26121 with Bryant A. Nachtigall, D.P.M., for professional medical services in the Department of Surgery

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board retroactively approve Amendment No. 3 to Agreement 26121 with Bryant A. Nachtigall, D.P.M., a contract employee, for professional medical services in the Department of Surgery. Dr. Nachtigall, who is a fellowship trained podiatrist specializing in foot and ankle surgery, has been employed by Kern Medical since 2021.

The proposed Amendment, which is effective retroactive to September 1, 2024, increases the maximum payable by \$1,365,750, from \$1,800,000 to \$3,165,750, to cover the remainder of the term.

The Amendment is retroactive due to the increased productivity realized as a direct result of being down an orthopedic trauma surgeon since July 2024, thus requiring Dr. Nachtigall to take on more complex trauma cases and increase his overall volume to support the demanding volumes of our orthopedic trauma patients. The maximum payable was exceeded in September 2024, and due to the highly manual process of calculating employed physicians' payouts against their maximum payables in the existing payroll system, we were not alerted until April that Dr. Nachtigall had exceeded his maximum payable. As of May 2025, we have established a system of monthly reporting to monitor maximum payable thresholds.

Therefore, it is recommended that your Board retroactively approve Amendment No. 3 to Agreement 26121 with Bryant A. Nachtigall, D.P.M., for professional medical services in the Department of Surgery for the period July 17, 2021 through December 31, 2025, increasing the maximum payable by \$1,365,750, from \$1,800,000 to \$3,165,750, to cover the term, effective September 1, 2024, and authorize the Chairman to sign.

**AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Bryant A. Nachtigall, D.P.M.)**

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 Bryant A. Nachtigall, D.P.M. (“Physician”).

RECITALS

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. #26121, dated July 16, 2021), Amendment No. 1 (Agt. #27021, dated July 23, 2021), and Amendment No. 1 (Agt. #147-2022, dated December 14, 2022) (collectively, the “Agreement”), for the period July 17, 2021 through December 31, 2025, for 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 September 1, 2024;

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

1. Section 5, Compensation Package, paragraph 5.4, Maximum Payable, shall be deleted in its entirety and replaced with the following:

“5.4 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$3,165,750 over the Initial Term of this Agreement.”

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

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

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

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

[Signatures follow on next page]

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

PHYSICIAN

By _____
Bryant A. Nachtigall, D.P.M.

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

Amend3.Nachtigall.061925



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

July 16, 2025

Subject: Proposed retroactive Amendment No. 2 to Agreement 100-2023 with Mohammed A.S. Molla, M.D., for professional medical and administrative services as Joint Chair and Director of the Department of Psychiatry for Kern Medical and Kern County Behavioral Health and Recovery Services

Recommended Action: Approve; Authorize the Chairman to sign

Summary:

Kern Medical requests your Board retroactively approve Amendment No. 2 to the Agreement with Mohammed A.S. Molla, M.D., for professional medical and administrative services as Joint Chair and Director of Department of Psychiatry for Kern Medical and Kern Behavioral Health and Recovery Services, the county's mental health department.

Dr. Molla is a full-time contact employee in the Department of Psychiatry. He has been a staple at Kern Medical since 2005, initially as a member of the core faculty in the Department. Dr. Molla is board certified in psychiatry-general and child and adolescent psychiatry-subspecialty. His current Agreement is for a term of five years from August 16, 2023 through August 15, 2028.

The proposed Amendment reflects the adjusted salary for the child and adolescent psychiatry, which became effective for the department July 1, 2025. The increase adds approximately \$20,000 to the annual base salary for the physicians holding board certification in child and adolescent psychiatry and increases the maximum payable under the Agreement by \$100,000, from \$3,000,000 to \$3,100,000, to cover the term. Additionally, changes were made to the Backup Physician Coverage allowing physicians to be compensated \$150 per hour (not to exceed 4 hours) when covering within their department for inpatient or outpatient services when they are on duty and assume responsibility for the caseload of another physician covering the service. Lastly, the restriction on no moonlighting within Kern County has been eliminated. There are no other changes to the Agreement.

The Amendment is retroactive due to the negotiations taking place with the division and an agreed upon effective date of July 1, 2025 being doable for all physicians involved with the exception of Dr Molla whose signature we were unable to be obtained in time for the June board meeting.

Therefore, it is recommended that your Board retroactively approve the Amendment No. 2 to Agreement 100-2023 with Mohammed A.S. Molla, M.D., for professional medical and administrative services as Joint Chair and Director of the Department of Psychiatry for the period August 16, 2023 through August 15, 2028, increasing the max payable by \$100,000, from \$3,000,000 to \$3,100,000, effective July 1, 2025, and authorize the Chairman to sign.

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Mohammed A.S. Molla, M.D.)**

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

RECITALS

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. #100-2023, dated August 16, 2023) and Amendment No. 1 (Agt. #155-2024, August 21, 2024) (collectively, the “Agreement”), whereby Physician provides professional medical and administrative services in the Department of Psychiatry and teaching services to resident physicians employed by Authority; and

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

(c) 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 follows:

1. Section 4, Obligations of Physician, paragraph 4.9, Physician Private Practice, shall be deleted in its entirety and replaced with the following:

“4.9 Physician Private Practice. Physician understands and agrees that he shall not enter into any other physician employment contract or otherwise engage in the private practice of medicine during the Term of this Agreement or any extensions thereof. Notwithstanding the foregoing or the exclusivity provision set forth in paragraph 4.1, Physician shall be permitted to provide professional medical services as an independent contractor to other organizations during the Term of this Agreement. Physician understands and agrees that he shall not provide services to other organizations during Authority workdays (except on scheduled days off), or at any time when Physician has not completed the pre-determined clinic and work schedule assignments for Authority. Physician acknowledges that he is not covered by the professional liability insurance provided by Authority under this Agreement while engaged in services or activities outside the scope of this Agreement, and Authority shall have no duty or obligation to indemnify, defend or hold Physician harmless for such services or activities. If Physician engages in services or activities beyond the scope of this Agreement, Physician hereby agrees to indemnify, defend and hold harmless Authority, its affiliates, and their

respective officers, directors, members, managers, employees or agents from and against any and all liability arising therefrom. Physician understands and agrees that the provision of services as an independent contractor shall be subordinate to his obligations and duties under this Agreement.”

2. Section 5, Compensation Package, paragraph 5.4, Backup Physician Coverage, shall be deleted in its entirety and replaced with the following:

“5.4 Backup Physician Coverage. Authority shall pay Physician and hourly rate of \$150 per hour, less all applicable federal and state taxes and withholding requirements, not to exceed four (4) hours for inpatient and outpatient coverage. Physician is eligible for payment if he is on duty and assumes responsibility for the caseload of another physician covering the service.”

3. Section 5, Compensation Package, paragraph 5.12, Maximum Payable, shall be deleted in its entirety and replaced with the following:

“5.12 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$3,100,000 over the five (3) year Term of this Agreement.”

4. Exhibit “B,” Salary Schedule, shall be deleted in its entirety and replaced with Amendment No. 1 to Exhibit “B,” Salary Schedule, attached hereto and incorporated herein by this reference.

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.

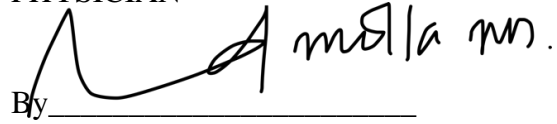
7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.

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

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

PHYSICIAN

By  molla m.

Mohammed A.S. Molla, 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

**AMENDMENT NO. 1
TO
EXHIBIT “B”
SALARY SCHEDULE
Mohammed A.S. Molla, M.D.**

Step Levels	Annual Salary	Effective Date
Step A	\$416,000	August 16, 2023
Step B	\$422,240	August 16, 2024
Step B-1	\$442,240	July 1, 2025
Step C	\$448,874	August 16, 2025
Step D	\$455,607	August 16, 2026
Step E	\$462,441	August 16, 2027

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

July 16, 2025

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

Recommended Action: Receive and File

Summary:

Kern Medical Operations:

Kern Medical key performance indicators:

- Operating gain of \$138,803 for May is \$112,366 more than the May budget of \$26,437 and \$102,406 less than the \$241,209 average over the last three months
- EBIDA of \$1,729,765 for May is \$21,479 more than the May budget of \$1,708,286 and \$118,269 less than the \$1,848,034 average over the last three months
- Average Daily Census of 172 for May is 8 more than the May budget of 164 and 3 more than the 169 average over the last three months
- Admissions of 824 for May are 22 less than the May budget of 846 and 45 more than the 779 average over the last three months
- Total Surgeries of 567 for May are 30 more than the May budget of 537 and 33 more than the 534 average over the last three months
- Clinic Visits of 22,435 for May are 4,917 more than the May budget of 17,518 and 257 more than the 22,178 average over the last three months

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

Patient Revenue:

Gross patient revenue has an 14% favorable budget variance for the month and an 8% 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 and Correctional Medicine Funding Revenue:

Correctional Medicine has a favorable budget variance for the month due to an increase in reimbursement for services provided by Kern Medical. The increase in reimbursement is offset by additional costs to provide these services. On a year-to-date basis the Indigent Funding budget variance is favorable due to the recognition of additional revenue 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. There was also an over accrual in the prior month for Medi-Cal Administrative Activities (MAA) funding that was corrected in May. On a year-to-date basis, items such as medical education funding, other grant funding, and Proposition 56 funding are received quarterly or otherwise periodically. Therefore, actual month-to-date and year-to-date revenue compared to the budget fluctuates throughout the year.

Other Non-Operating Revenue:

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

Salaries Expense:

Salaries expense is 2% over budget for the month and 3% over budget on a year-to-date basis.

Benefits Expense:

Benefits expense is 5% over budget for the month and 2% over budget on a year-to-date basis.

Nurse Registry Expense:

Nurse registry expense is 14% under budget for the month and 5% 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 11% over budget on a year-to-date basis because of higher-than-average monthly fees paid to the Acute Care Surgery Medical Group, the LocumTenens.com physician staffing agency, and various physicians. The Acute Care Surgery Medical Group has been engaged to support trauma services at Kern Medical since November 2018.

Other Professional Fees:

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

Supplies Expense:

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

Purchased Services:

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

Other Expenses:

Other expenses are over budget for the month and on a year-to-date basis 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.

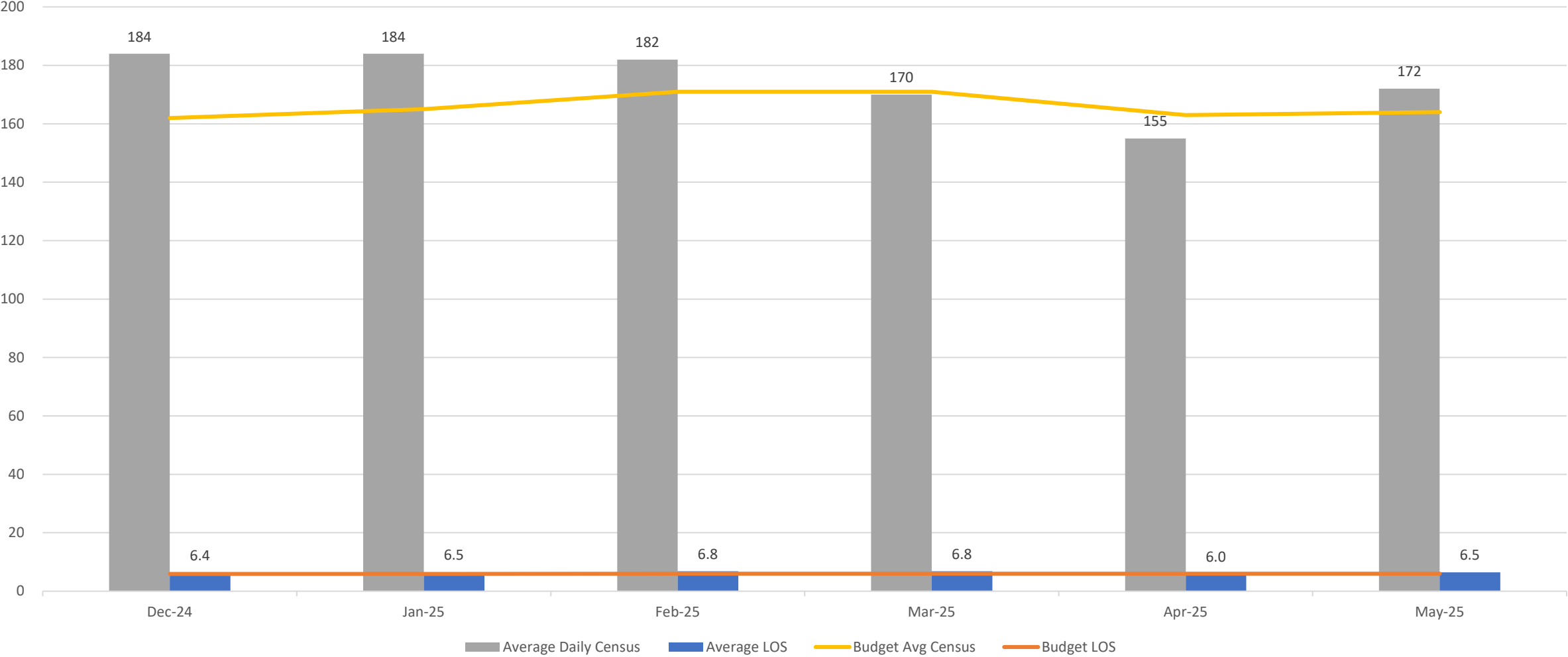
Depreciation and Amortization Expense:

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.

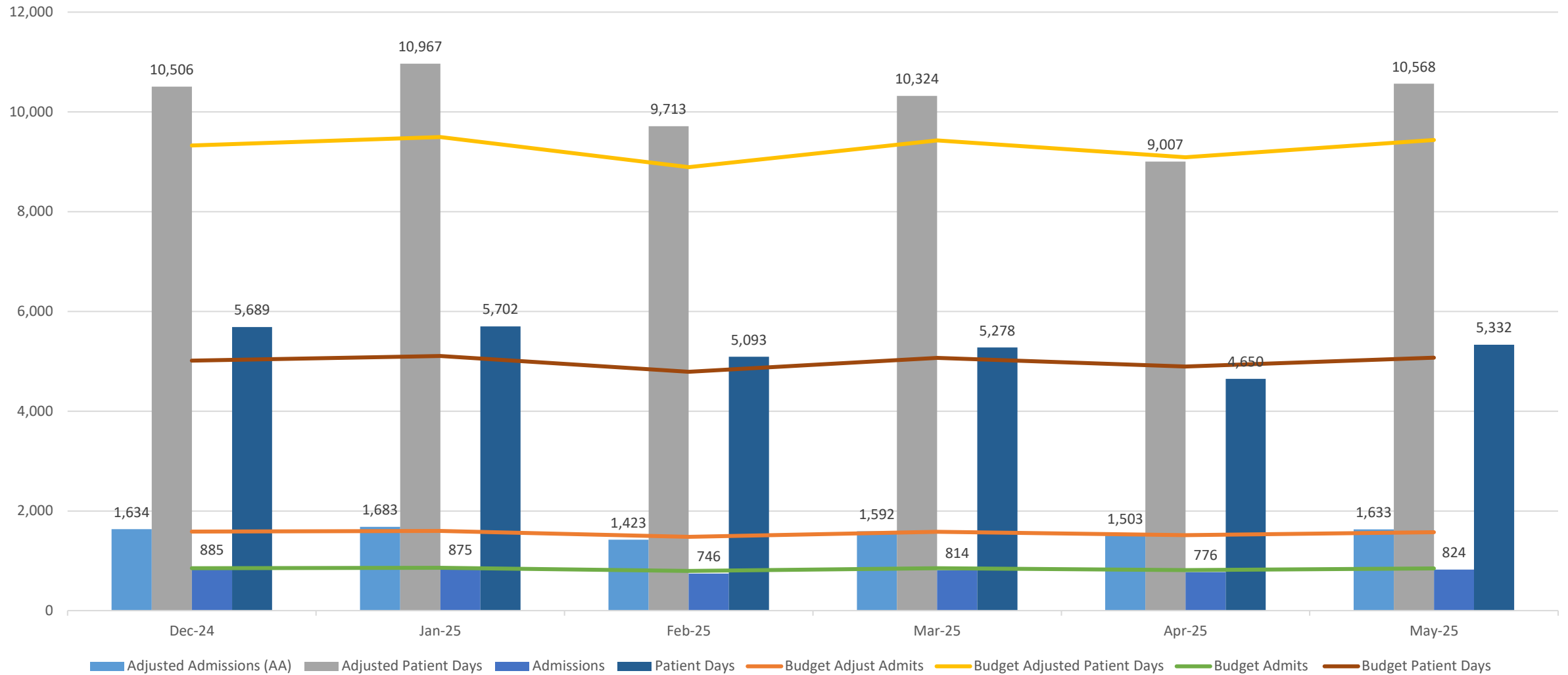


Board of Governors' Report
Kern Medical – May 2025

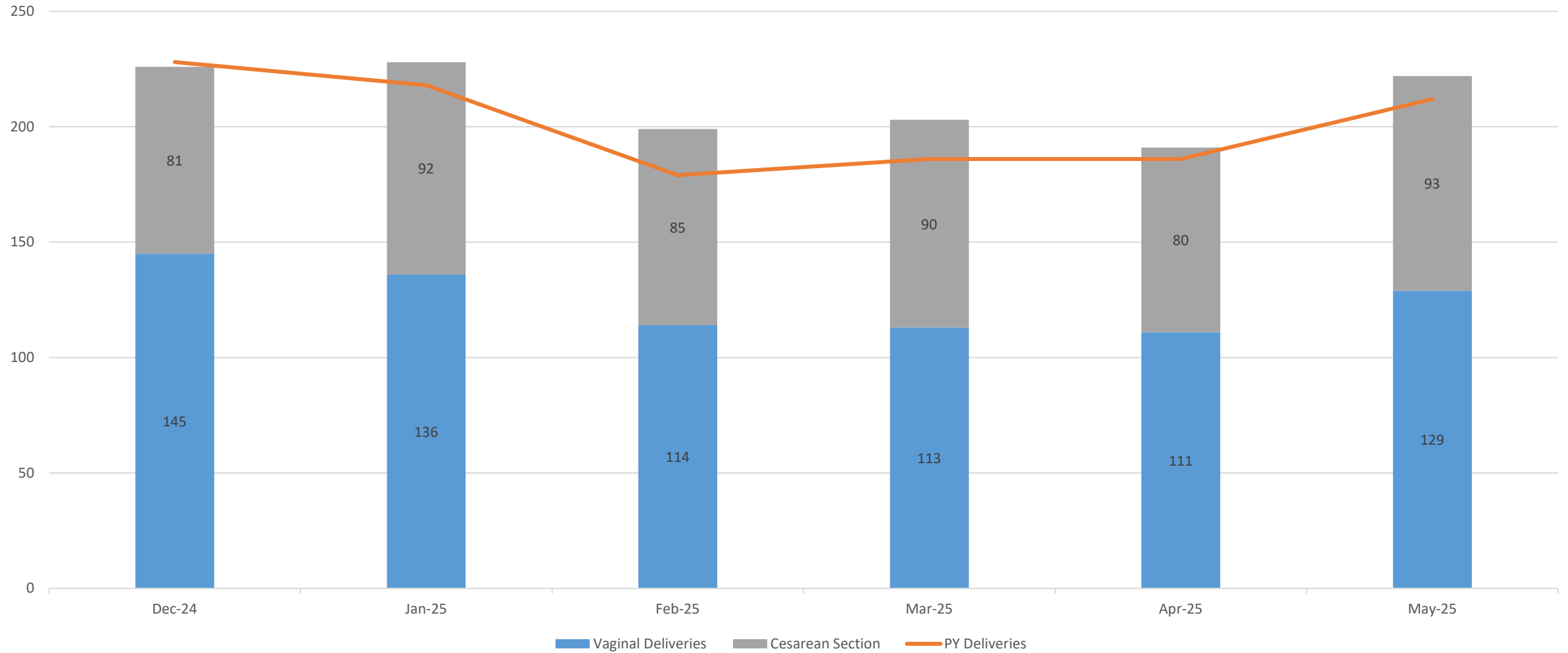
Census & ALOS



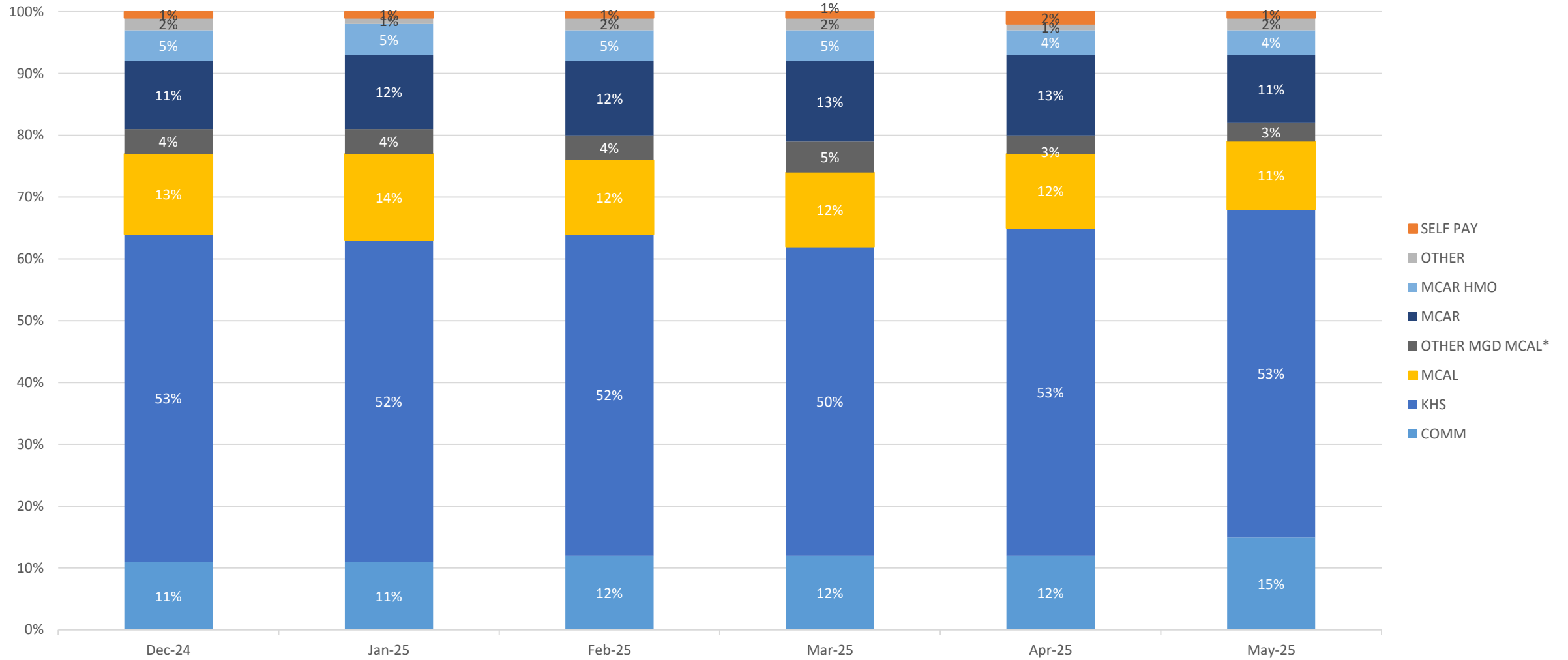
Hospital Volumes



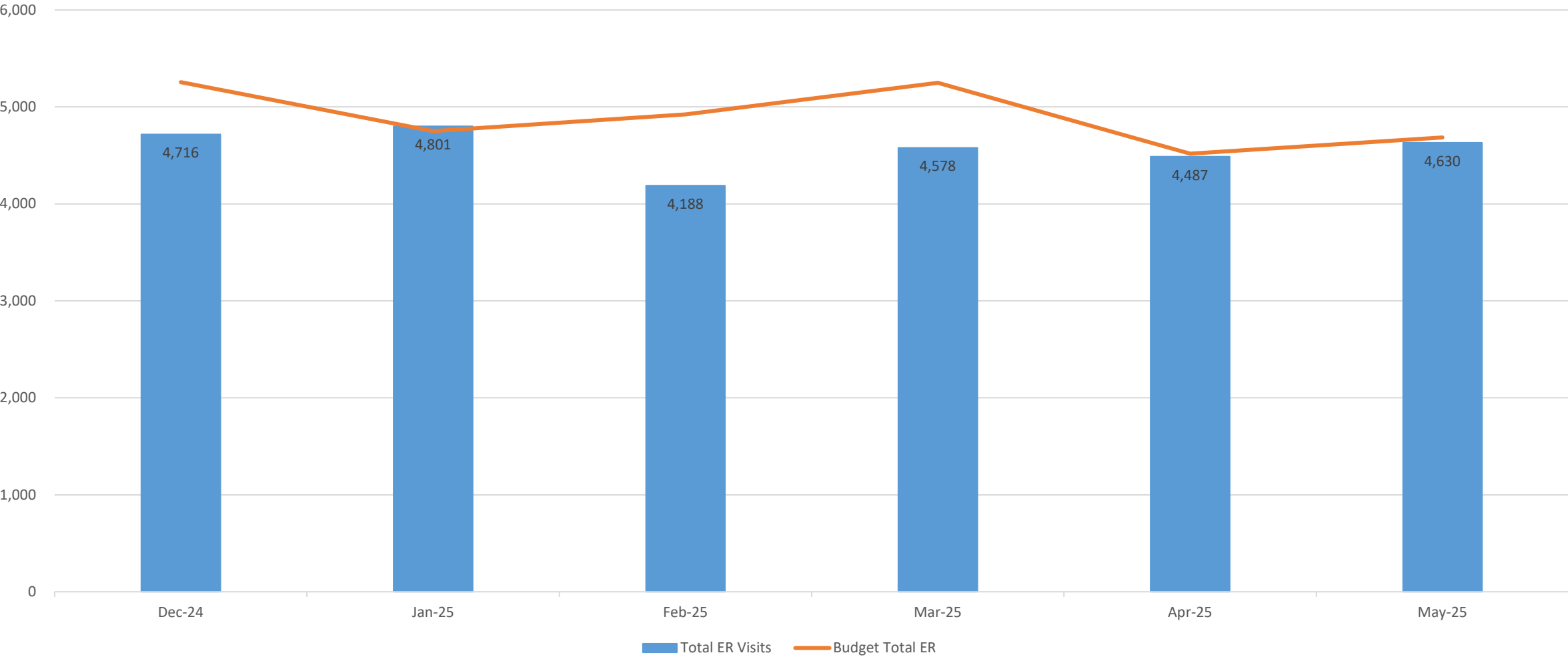
Deliveries



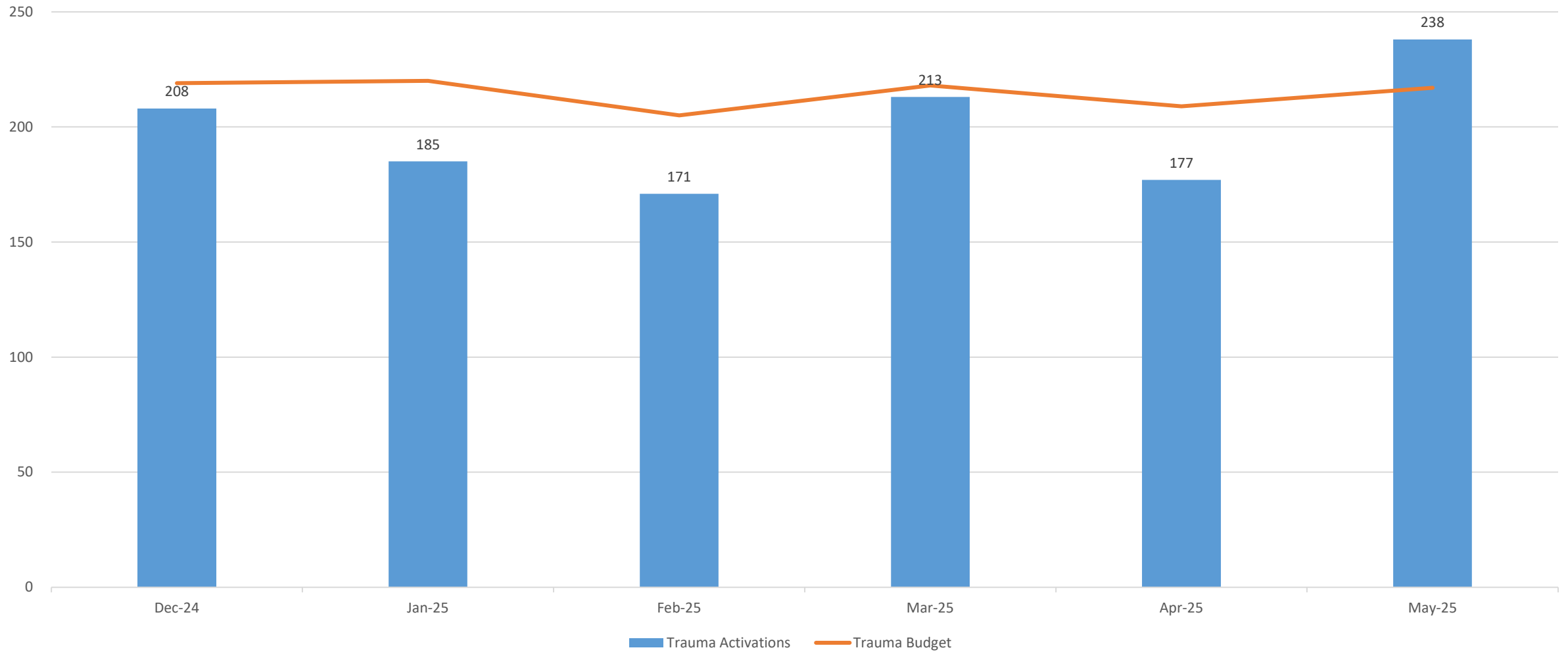
PAYER MIX



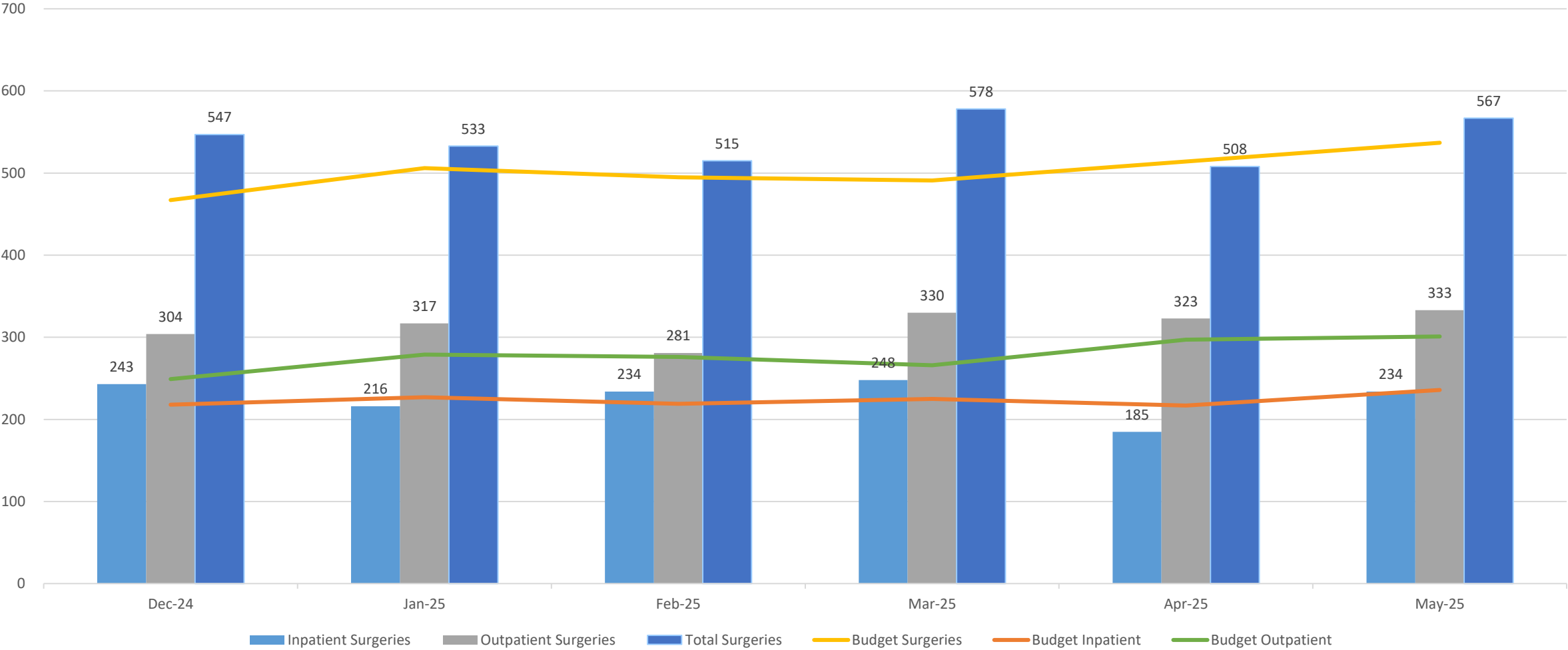
Emergency Room Volume



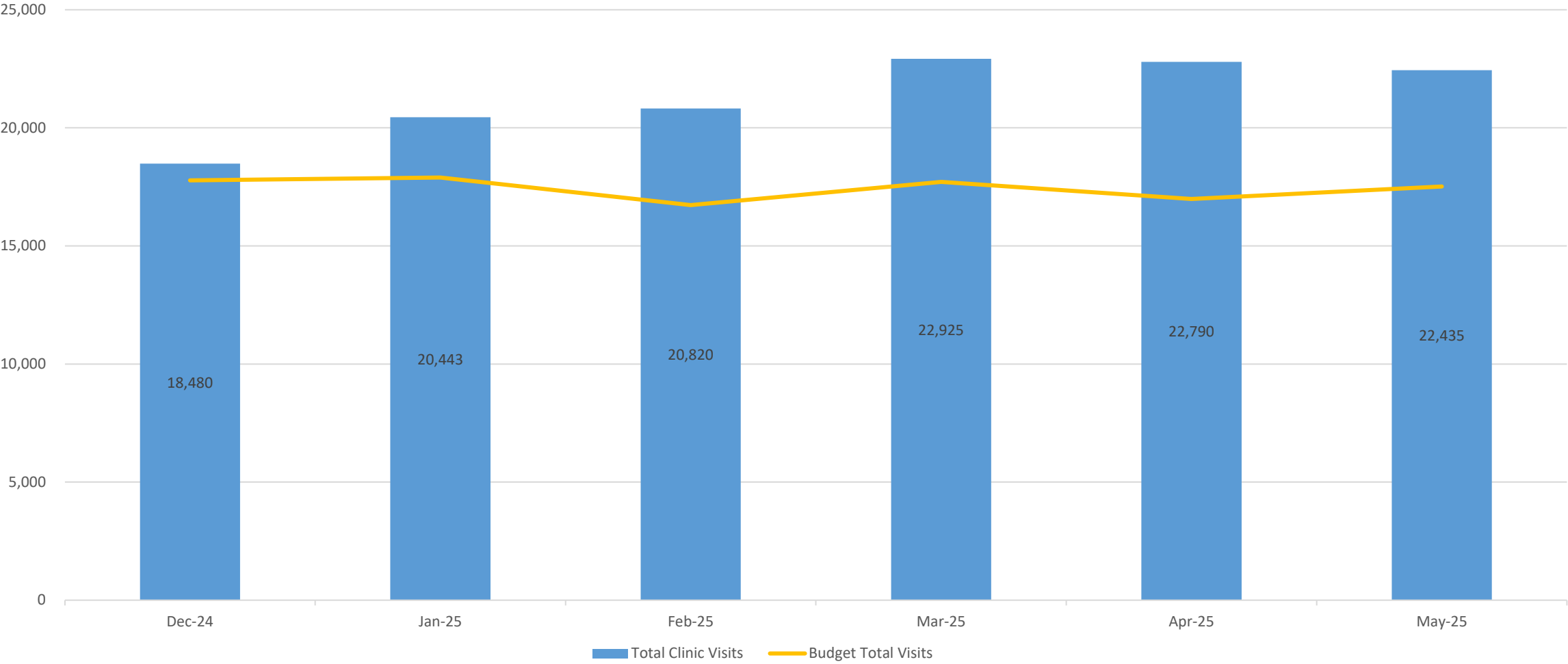
Trauma Activations



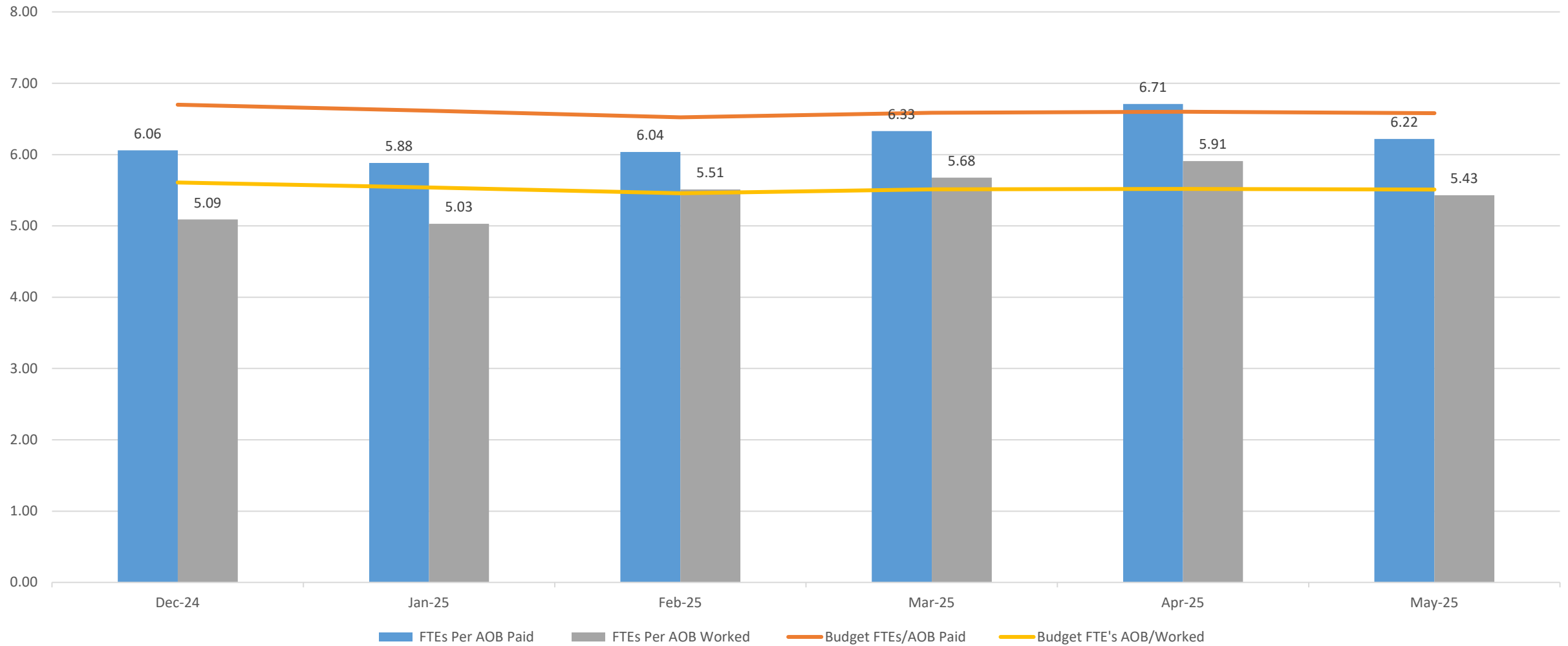
Surgical Volume



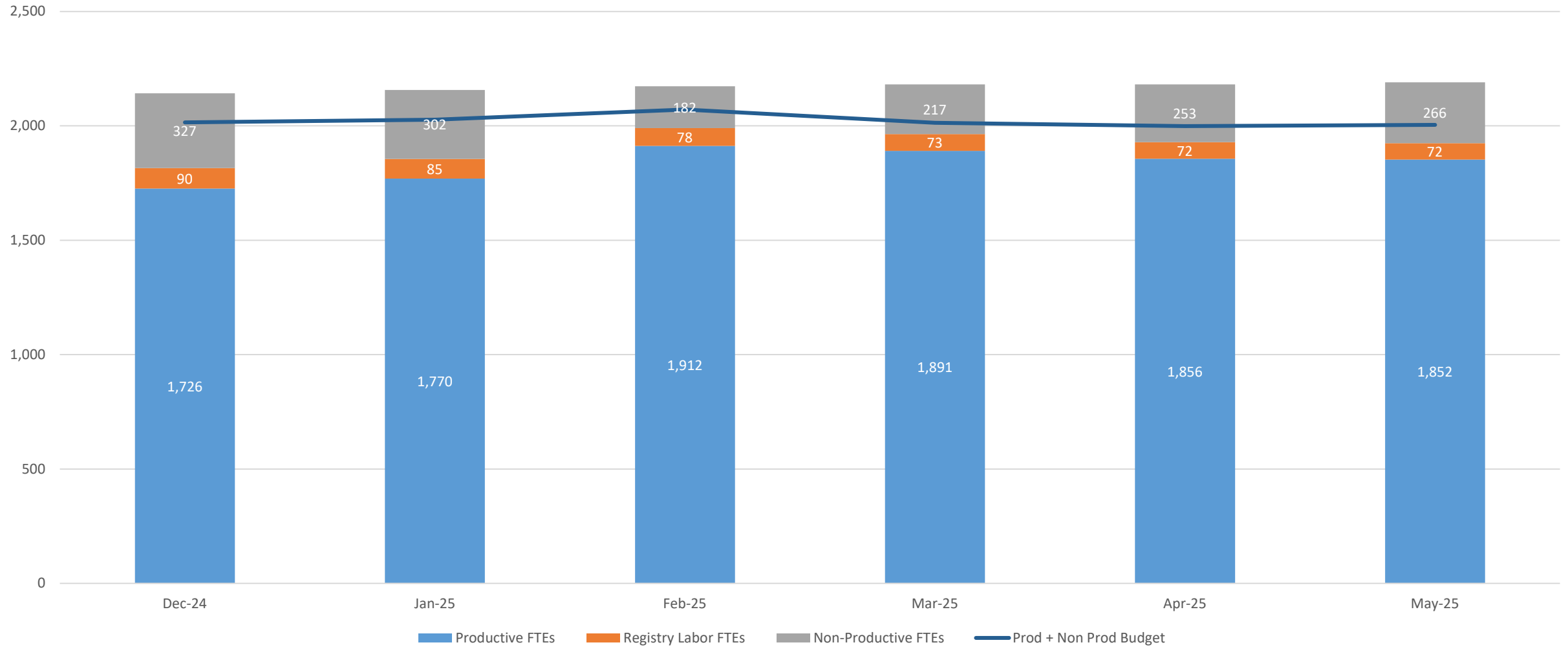
Clinic Visits



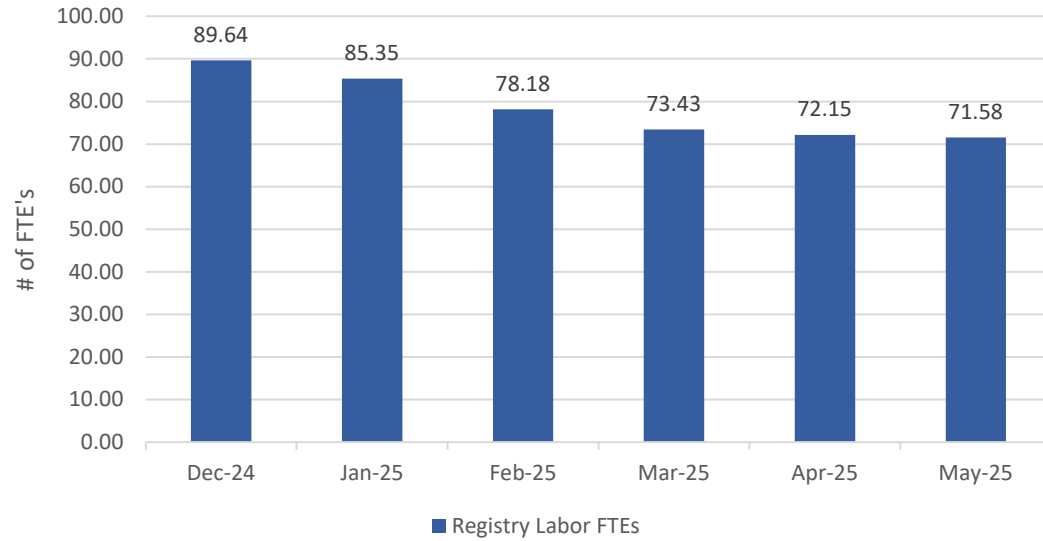
Labor Metrics



Productivity



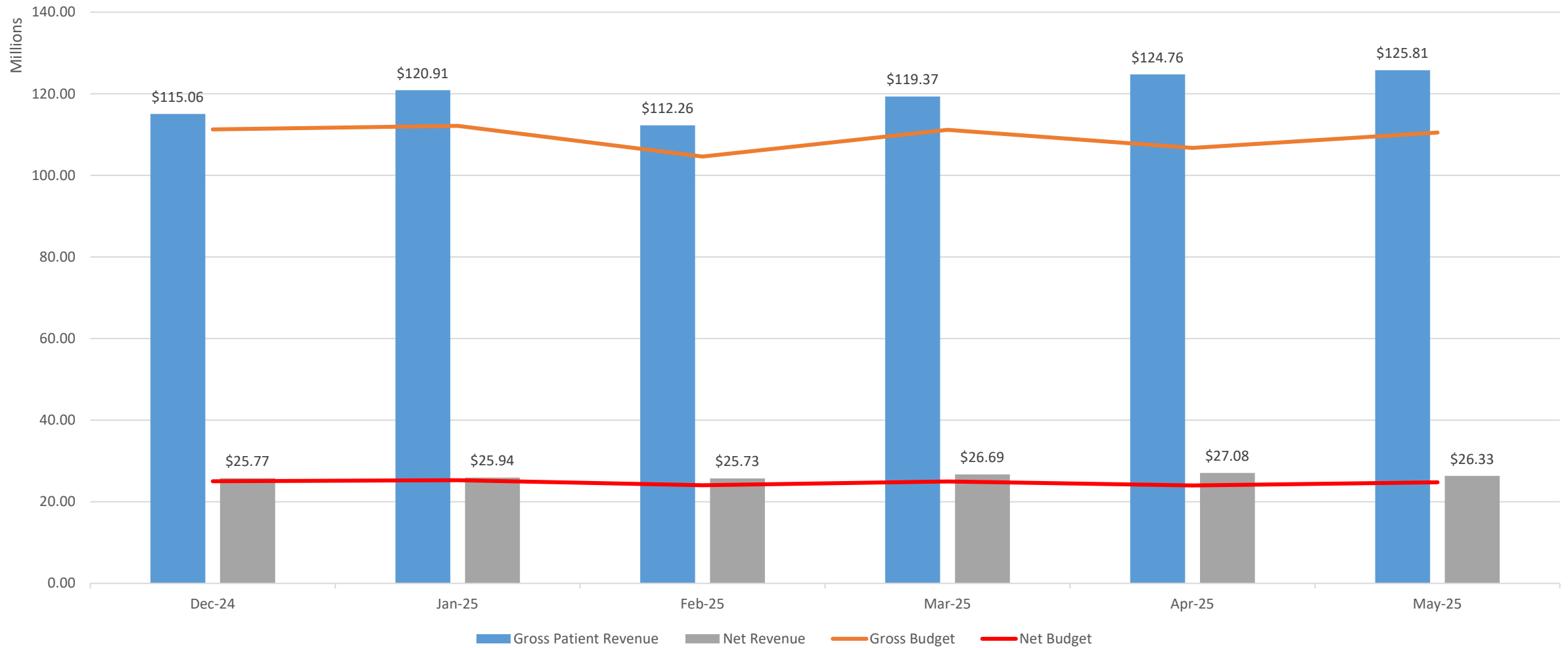
Registry FTE's



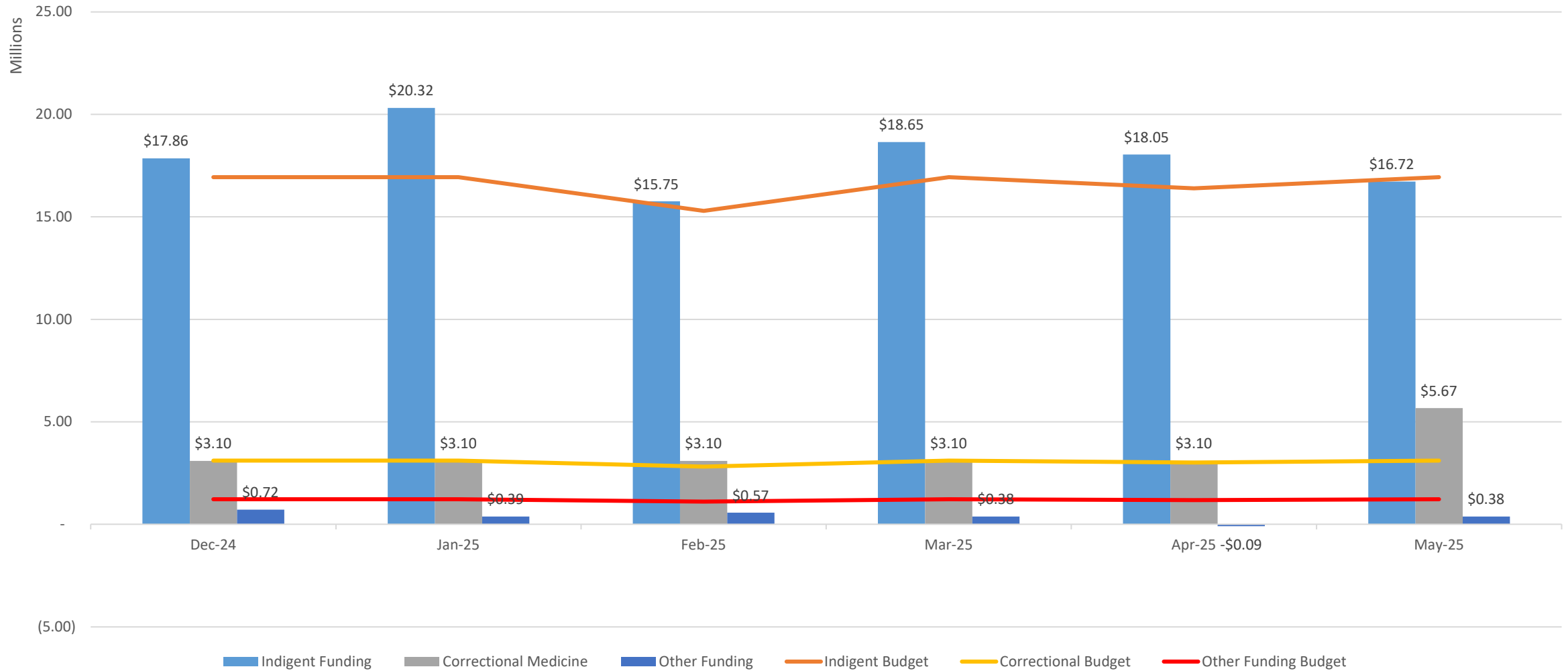
Registry Expense



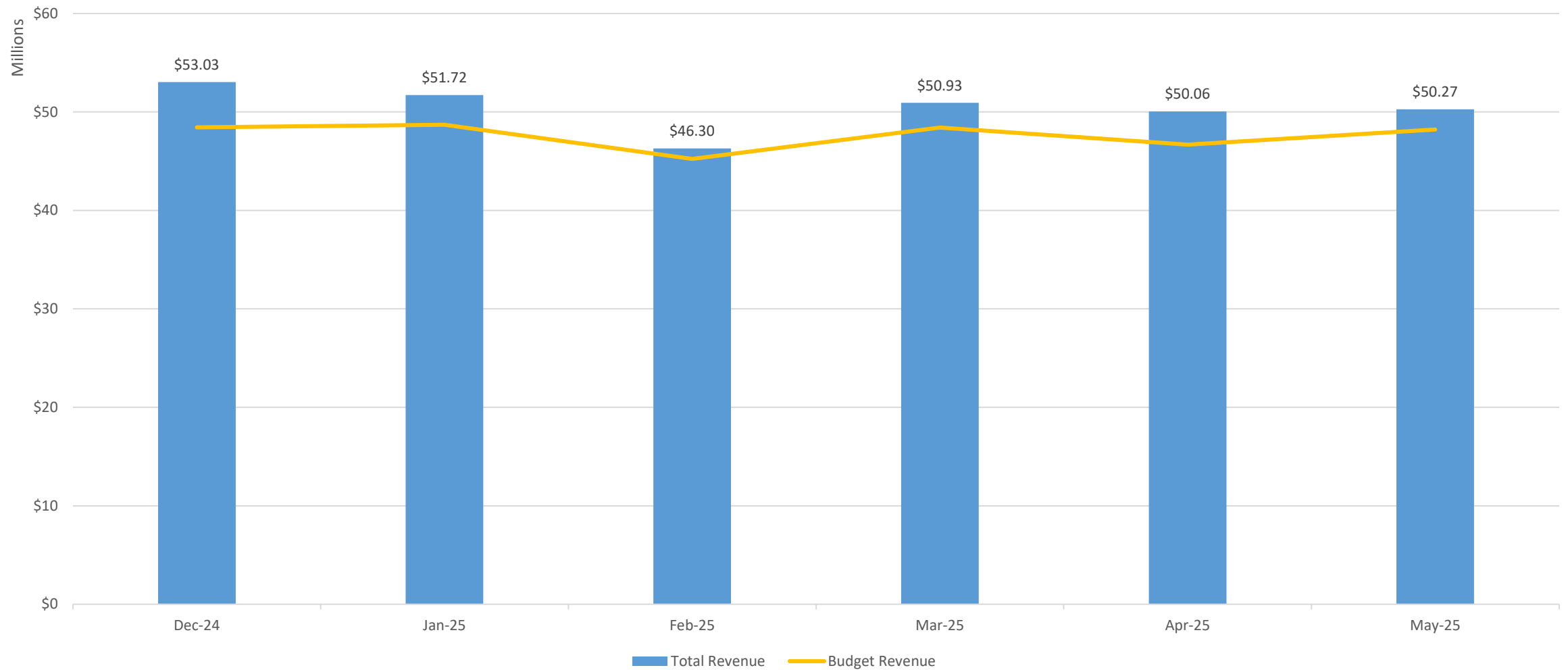
Patient Revenue



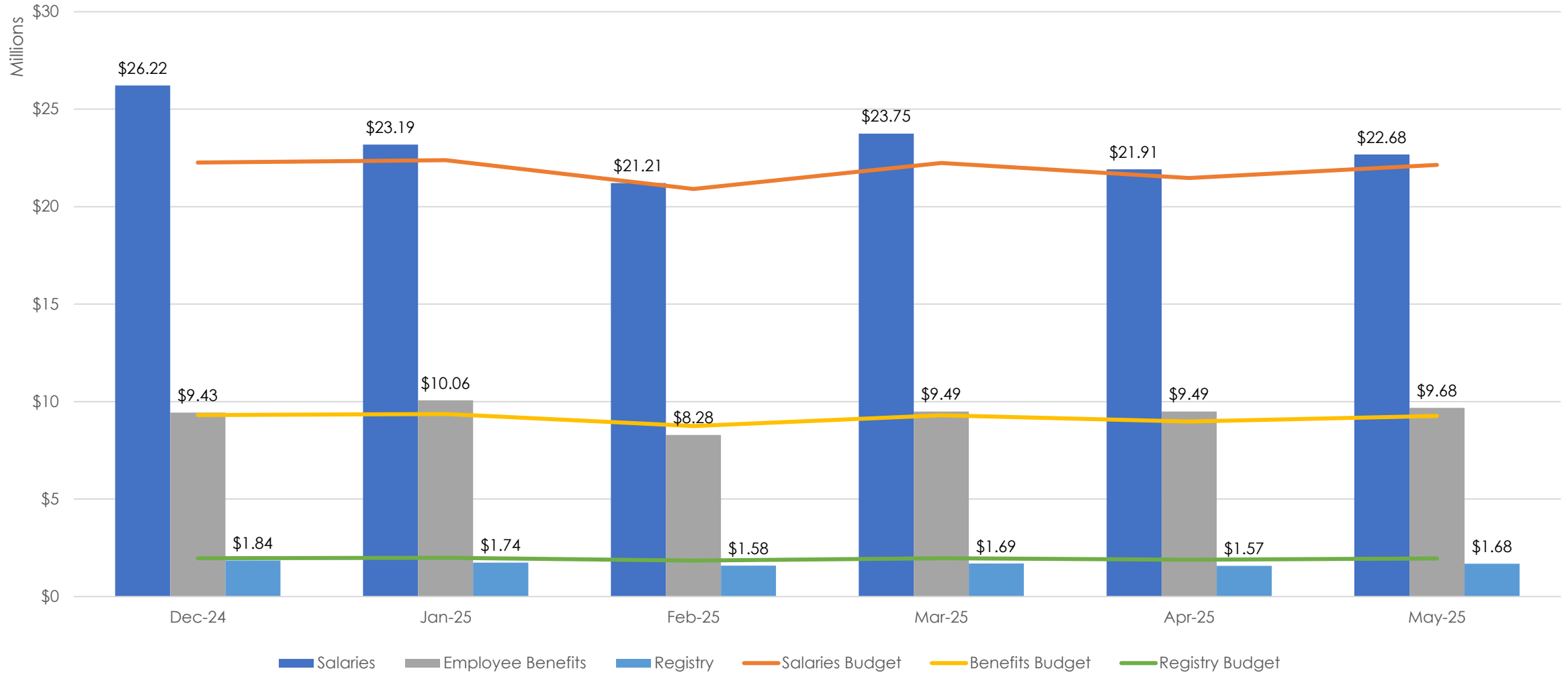
Indigent & Correctional Revenue



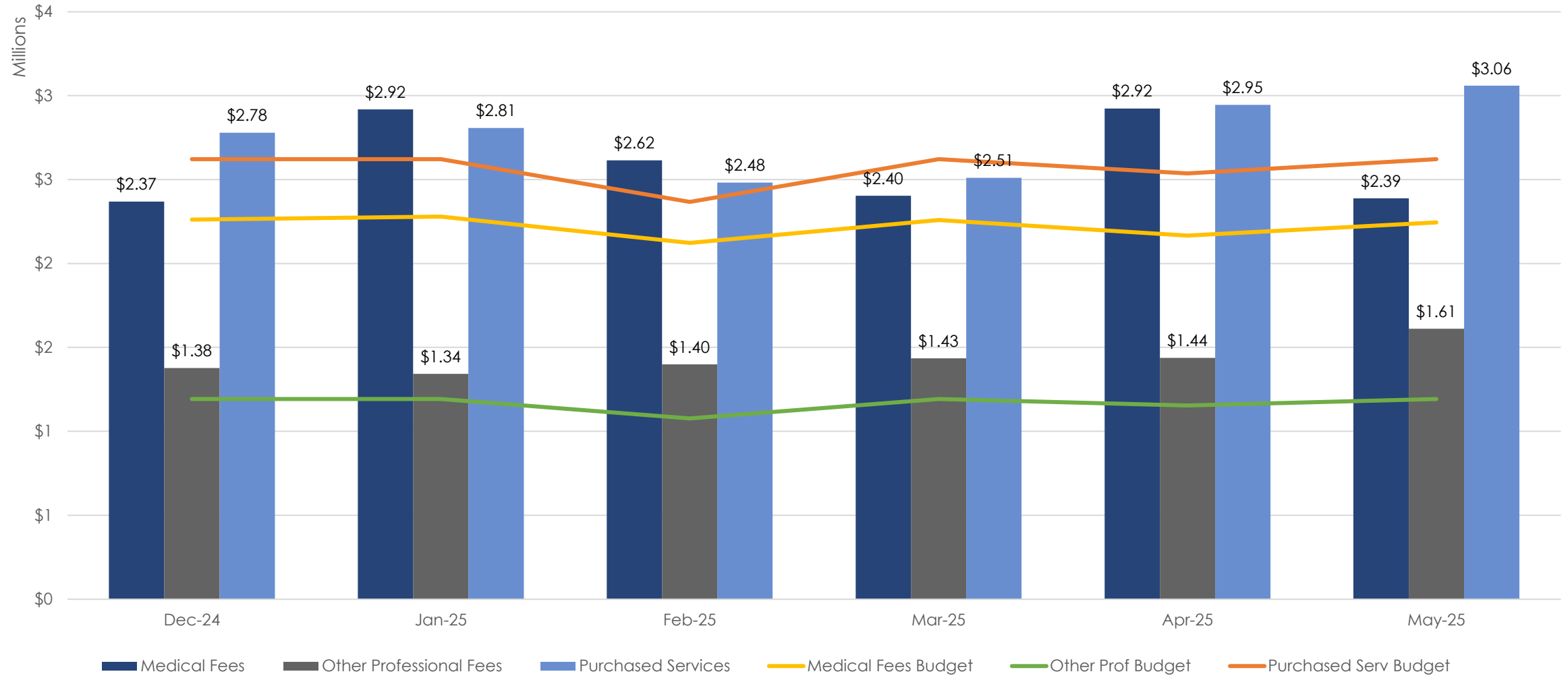
Total Revenue



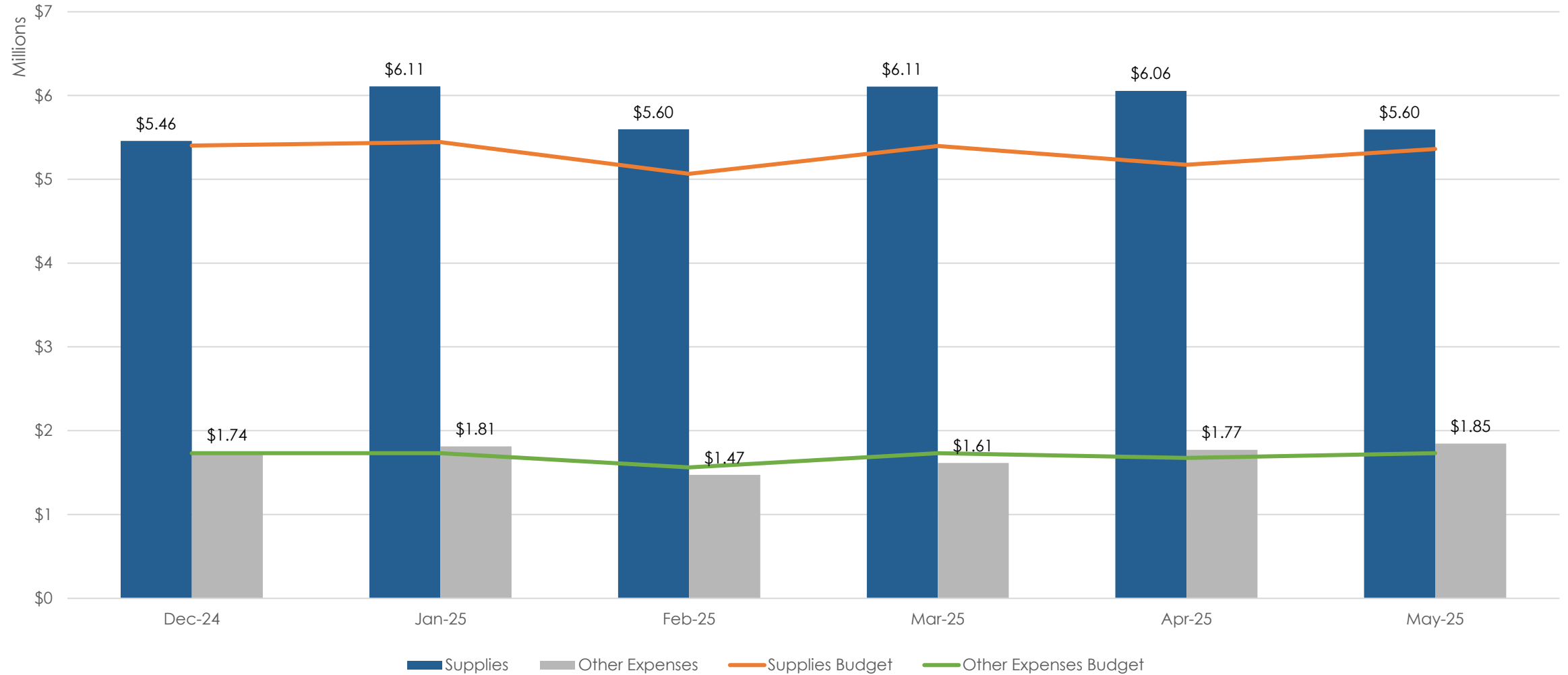
Expenses



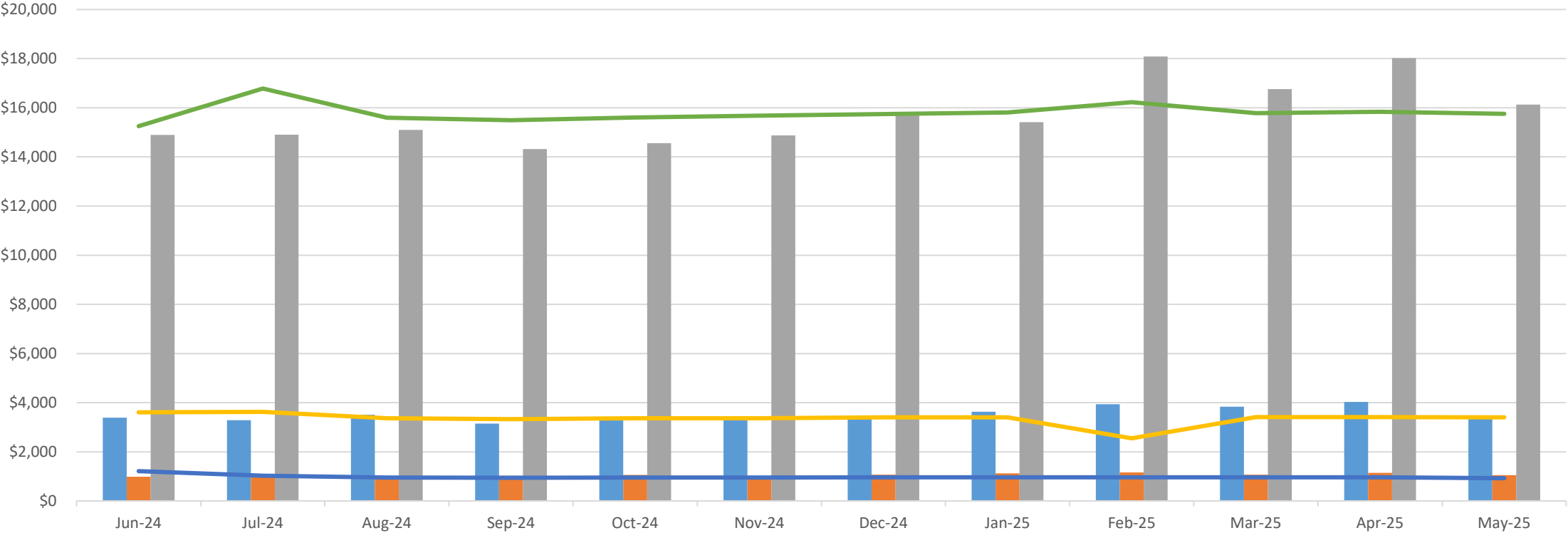
Expenses



Expenses

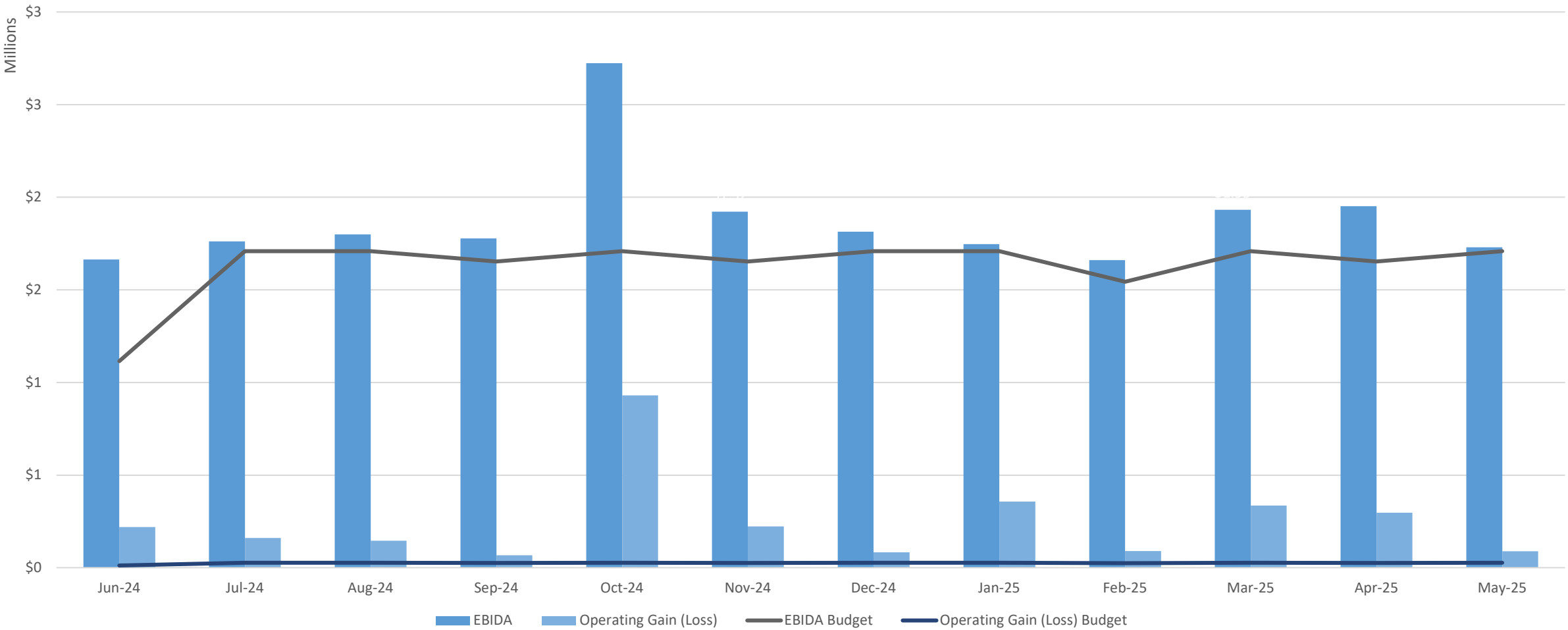


Operating Metrics

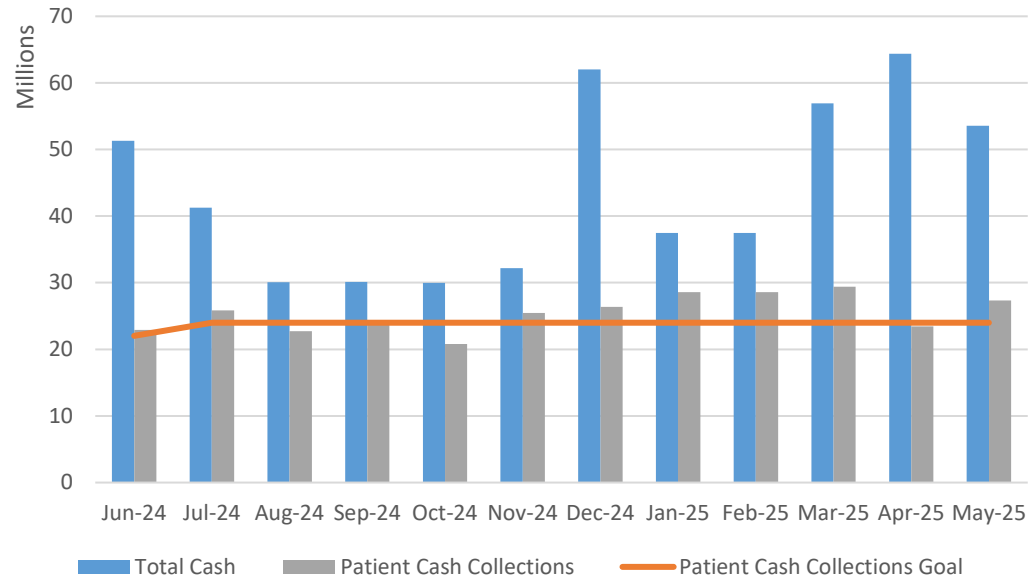


	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Supply Expense per AA	\$3,394	\$3,284	\$3,506	\$3,152	\$3,323	\$3,342	\$3,339	\$3,629	\$3,933	\$3,835	\$4,028	\$3,426
Pharm Cost per AA	\$986	\$1,006	\$982	\$1,023	\$1,057	\$980	\$1,070	\$1,125	\$1,161	\$1,070	\$1,142	\$1,051
Net Revenue Per AA	\$14,898	\$14,906	\$15,102	\$14,315	\$14,556	\$14,878	\$15,768	\$15,411	\$18,087	\$16,764	\$18,019	\$16,125
Budget Supp/AA	\$3,608	\$3,630	\$3,369	\$3,331	\$3,369	\$3,371	\$3,401	\$3,407	\$2,546	\$3,410	\$3,413	\$3,408
Budget Pharm/AA	\$1,210	\$1,027	\$953	\$942	\$953	\$953	\$962	\$964	\$966	\$965	\$965	\$930
Budget Net Rev/AA	\$15,252	\$16,780	\$15,593	\$15,495	\$15,601	\$15,681	\$15,748	\$15,811	\$16,229	\$15,781	\$15,841	\$15,753

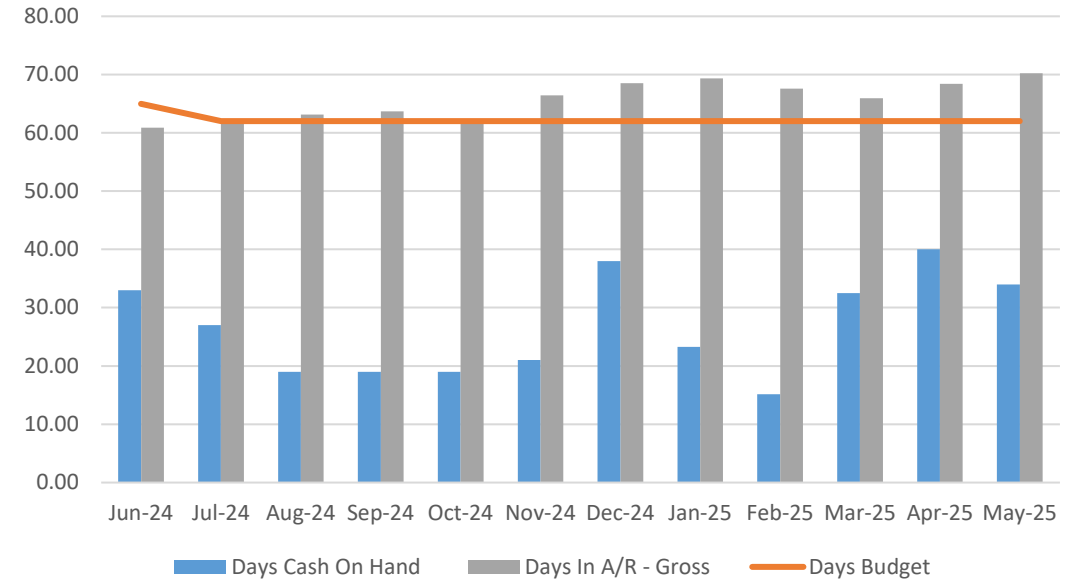
EBIDA Rolling Year



Cash Rolling Year



AR Days Rolling Year



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

				BUDGET	VARIANCE	PY
	MARCH	APRIL	MAY	MAY	POS (NEG)	MAY
Gross Patient Revenue	\$ 119,368,535	\$ 124,761,344	\$ 125,810,620	\$ 110,505,916	14%	\$ 112,567,880
Contractual Deductions	(92,676,383)	(97,676,497)	(99,476,959)	(85,722,304)	16%	(89,682,979)
Net Revenue	26,692,152	27,084,847	26,333,662	24,783,612	6%	22,884,901
Indigent Funding	18,647,588	18,046,053	16,719,988	16,935,500	(1%)	15,231,016
Correctional Medicine	3,097,714	3,097,714	5,673,626	3,114,656	82%	2,847,714
County Contribution	285,211	(188,028)	285,211	290,681	(2%)	285,211
Incentive Funding	98,896	93,468	95,309	934,247	(90%)	0
Net Patient Revenue	48,821,561	48,134,054	49,107,796	46,058,695	7%	41,248,842
Other Operating Revenue	2,092,920	1,909,068	1,146,651	2,133,502	(46%)	1,742,435
Other Non-Operating Revenue	17,265	14,601	11,619	18,997	(39%)	9,318
Total Revenue	50,931,746	50,057,723	50,266,066	48,211,195	4%	43,000,595
Expenses						
Salaries	23,748,333	21,910,512	22,675,175	22,141,868	2%	21,053,485
Employee Benefits	9,490,262	9,489,364	9,680,582	9,259,366	5%	(1,745,684)
Registry	1,690,326	1,573,046	1,681,019	1,950,608	(14%)	2,570,121
Medical Fees	2,403,905	2,923,789	2,388,135	2,244,769	6%	2,484,908
Other Professional Fees	1,434,955	1,438,055	1,611,738	1,192,702	35%	1,371,290
Supplies	6,106,025	6,055,208	5,595,129	5,362,162	4%	5,547,415
Purchased Services	2,510,783	2,945,422	3,059,054	2,621,054	17%	3,003,732
Other Expenses	1,614,833	1,771,433	1,845,470	1,730,380	7%	2,232,931
Operating Expenses	48,999,423	48,106,829	48,536,302	46,502,908	4%	36,518,197
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,932,324	\$ 1,950,894	\$ 1,729,765	\$ 1,708,286	1%	\$ 6,482,397
EBIDA Margin	4%	4%	3%	4%	(3%)	15%
Interest	339,993	302,371	273,694	259,646	5%	275,536
Depreciation	670,467	765,526	731,372	738,089	(1%)	667,754
Amortization	585,896	585,896	585,896	684,113	(14%)	748,110
Total Expenses	50,595,778	49,760,622	50,127,263	48,184,757	4%	38,209,597
Operating Gain (Loss)	\$ 335,968	\$ 297,101	\$ 138,803	\$ 26,437	425%	\$ 4,790,998
Operating Margin	0.66%	0.59%	0.28%	0.05%	403.6%	11.1%

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

	ACTUAL	BUDGET	VARIANCE	PY	PY VARIANCE
	FYTD	FYTD	POS (NEG)	FYTD	POS (NEG)
Gross Patient Revenue	\$ 1,296,712,119	\$ 1,204,689,178	8%	\$ 1,168,658,586	11%
Contractual Deductions	(1,015,538,927)	(933,254,811)	9%	(904,748,412)	12%
Net Revenue	281,173,193	271,434,367	4%	263,910,174	
Indigent Funding	199,241,964	183,012,661	9%	178,428,847	12%
Correctional Medicine	36,650,762	33,658,381	9%	31,324,850	17%
County Contribution	3,137,318	3,141,227	(0%)	3,137,786	(0.01%)
Incentive Funding	953,455	10,095,890	(91%)	0	0.0%
Net Patient Revenue	521,156,692	501,342,526	4%	476,801,657	9%
Other Operating Revenue	27,546,583	23,055,589	19%	20,986,330	31%
Other Non-Operating Revenue	142,143	205,290	(31%)	187,386	(24%)
Total Revenue	548,845,418	524,603,405	5%	497,975,373	10%
Expenses					
Salaries	247,808,966	241,227,053	2.7%	220,532,072	12%
Employee Benefits	102,730,887	100,842,516	1.9%	81,706,433	26%
Registry	20,202,592	21,254,909	(5%)	28,344,188	(29%)
Medical Fees	27,259,964	24,466,782	11%	25,042,210	9%
Other Professional Fees	15,760,753	12,888,874	22%	15,494,190	1.7%
Supplies	62,725,824	58,436,827	7%	55,756,959	12%
Purchased Services	31,485,747	28,324,292	11%	28,809,438	9%
Other Expenses	19,779,546	18,699,264	6%	19,686,253	0%
Operating Expenses	527,754,280	506,140,518	4%	475,371,742	11%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 21,091,138	\$ 18,462,888	14%	\$ 22,603,630	(7%)
EBIDA Margin	4%	4%	9%	5%	(15%)
Interest	3,757,187	2,805,854	34%	2,768,428	36%
Depreciation	7,576,765	7,976,127	(5%)	7,698,932	(2%)
Amortization	6,653,648	7,392,837	(10%)	6,474,377	3%
Total Expenses	545,741,879	524,315,335	4%	492,313,480	11%
Operating Gain (Loss)	\$ 3,103,539	\$ 288,070	977%	\$ 5,661,893	(45%)
Operating Margin	0.6%	0.1%	929.8%	1.1%	(50%)

KERN MEDICAL BALANCE SHEET

	MAY 2025	MAY 2024
ASSETS:		
<i>Total Cash</i>	\$ 53,584,870	\$ 57,850,154
Patient Receivables Subtotal	305,951,413	224,624,392
Contractual Subtotal	(266,145,940)	(176,603,069)
<i>Net Patient Receivable</i>	39,805,473	48,021,323
Total Indigent Receivable	221,291,338	210,306,534
Total Other Receivable	16,730,551	15,813,584
Total Prepaid Expenses	6,455,398	6,612,675
Total Inventory	4,915,098	5,593,445
<i>Total Current Assets</i>	342,782,727	344,197,715
Deferred Outflows of Resources	124,532,718	112,536,013
Total Land, Equipment, Buildings and Intangibles	272,094,992	268,366,710
Total Construction in Progress	16,084,046	9,959,160
<i>Total Property, Plant & Equipment</i>	288,179,038	278,325,870
Total Accumulated Depr & Amortization	(182,215,184)	(168,641,916)
<i>Net Property, Plant, and Equipment</i>	105,963,854	109,683,954
<i>Total Long Term Assets</i>	124,532,718	112,536,013
<i>Total Assets</i>	\$ 573,279,299	\$ 566,417,682

KERN MEDICAL BALANCE SHEET

	MAY 2025	MAY 2024
LIABILITIES & EQUITY:		
Total Accounts Payable	\$ 9,571,986	\$ 7,199,028
Total Accrued Compensation	27,928,905	29,645,067
Total Due Government Agencies	1,569,526	3,788,905
Total Other Accrued Liabilities	33,970,533	31,968,827
<i>Total Current Liabilities</i>	73,040,951	72,601,827
Unfunded Pension Liability	344,447,058	345,399,109
Other Long-Term Liabilities	80,141,793	80,686,651
<i>Total Long-Term Liabilities</i>	424,588,851	426,085,760
<i>Total Liabilities</i>	497,629,802	498,687,586
<i>Total Net Position</i>	75,649,497	67,730,096
<i>Total Liabilities and Net Position</i>	\$ 573,279,299	\$ 566,417,682

**KERN MEDICAL
STATEMENT OF CASH FLOWS**

	Fiscal Year-to-Date May 2025	Fiscal Year-End June 2024	Fiscal Year-to-Date May 2024	Fiscal Year-End June 2023
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received for patient/current services	\$ 290,243,750	\$ 292,533,084	\$ 269,801,896	\$ 264,388,064
Cash received for other operations	255,152,606	233,602,712	215,144,043	236,708,950
Cash paid for salaries and benefits	(348,594,260)	(339,411,493)	(303,842,205)	(202,912,375)
Cash paid for services and supplies	(179,808,048)	(186,981,598)	(174,328,896)	(292,069,170)
Net cash (used in) provided by operating activities	16,994,048	(257,296)	6,774,838	6,115,469
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
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	-	-	-	-
Net cash provided by (used in) noncapital financing activities	-	(641,950)	-	(1,496,195)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition or construction of capital assets	(10,345,660)	(18,896,864)	(19,363,869)	(12,141,601)
Payments on right-of-usage lease liability	(2,659,700)	3,896,089	4,110,582	(3,034,901)
Interest paid - right-of-usage lease liability	(7,667)	31,211	31,977	-
Payments on SBITA liability	(697,975)	(752,150)	(626,792)	(782,410)
Interest paid - SBITA	(534)	2,013	2,115	-
Net cash used by capital and related financing activities	(13,711,536)	(15,719,700)	(15,845,988)	(15,958,912)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest on bank deposits and investments	-	-	-	181,109
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	3,282,512	(16,618,946)	(9,071,150)	(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	<u>\$ 53,584,870</u>	<u>\$ 50,302,358</u>	<u>\$ 57,850,154</u>	<u>\$ 66,921,303</u>



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

July 16, 2025

Subject: Kern County Hospital Authority Chief Executive Officer Report

Recommended Action: Receive and File

Summary:

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



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

July 16, 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?



Research Forum

Southern San Joaquin Valley RESEARCH FORUM


6TH ANNUAL REGIONAL GATHERING

Sponsored by Kern Medical




Kern Medical is proud to recognize our residents and medical students who contributed to the 2025 San Joaquin Research Forum at Bakersfield College, which featured 109 accepted abstracts and 27 oral presentations. Congratulations to Dr. Kiranjit Rai for earning First Place, Targol Mehrazar for earning Second Place, and Jenessa Olson for earning Third Place. We're proud of their continued pursuit of excellence in research and education.


June Blood Drive



blood drive



JUNE RESULTS



7 FIRST -TIME DONORS

30 UNITS COLLECTED

90 LIVES SAVED!

Next blood drive: September 2025

Beautiful Bakersfield Awards

Congratulations!

Kern Medical's **Addiction Medicine programs** were recognized with a **Beautiful Bakersfield Award in the Health & Wellness category**—making it the second year in a row Kern Medical has earned top honors in this category.



LOCAL NEWS Dr. Sarah Gonzalez and Natalee Garrett

Also nominated: **Dr. Royce Johnson** for **Lifetime Achievement**, and our **Residency and Fellowship programs** in the **Education** category!

 KernMedical | *Health for Life.*

Graduation Season



New Residents and Fellows

Addiction Psychiatry Fellow

Dr. Colleen Reyes

Addiction Medicine Fellow

Dr. Eric Kwo

Child and Adolescent Psychiatry Fellows

Dr. Theodore Chun

Dr. Amarnpreet Gill

Dr. Jesse Godfrey

Dr. Benjamin Woodward

Infectious Disease Fellow

Dr. Jagdeep Singh

Internal Medicine Residents

Dr. Sakshi Subhash Dulari

Dr. Daniel Amayo

Dr. Alex Bakal

Dr. Daniel Boudier

Dr. Lambert Diep

Dr. Sterling Falkenstein

Dr. Benson Indares

Dr. Parvinder Kaur

Dr. Maria Lopez

Dr. Anna Gabrielle Manuel

Psychiatry Residents

Dr. Paula Samuels

Dr. Nabeen Sidhu

Dr. Dayana Nalaysa Sivaraj

Dr. Gregory Bisher

Dr. Jarrod Brooks

Dr. Christine De

Dr. Constance Maw

Dr. Richard Nguyen

Dr. Fahad Mulla

Dr. Chayenne Taylor

Obstetrics & Gynecology Residents

Dr. Shelby Hamilton

Dr. Ming Lai Kwang

Dr. Anna Shannon

Dr. Anthony Unisa

Dr. Anitha Cheng

Dr. Christopher Christensen

Dr. Alessa Faterilo

Dr. Kirk Singh

Dr. Anvital Singh

Dr. Joseph Talbani

Dr. Nolan Tomblin

Emergency Medicine Residents

Dr. Shelby Hamilton

Dr. Ming Lai Kwang

Dr. Anna Shannon

Dr. Anthony Unisa

Dr. Anitha Cheng

Dr. Christopher Christensen

Dr. Alessa Faterilo

Dr. Kirk Singh

Dr. Anvital Singh

Dr. Joseph Talbani

Dr. Nolan Tomblin

Clinical Pharmacy Residents

Reema Chai, PharmD

Trace Kasko, PharmD

Eligh Saucedo, PharmD

General Surgery Residents

Dr. Arish Abdi

Dr. Lindsay Braden

Dr. Timothy Davis

Dr. Jordan Foster

Dr. Kaitlin Kay

Dr. Christopher Krueger

New Podcast Episode

NEW PODCAST EPISODE

Search “Kern Medical - Health for Life”

EPISODE SIX - Fireworks injuries w/ Dr. Bowen

KernMedical | Health for Life.

Labor & Delivery Tour Video

COMING SOON



Kern Medical is excited to launch its virtual Labor & Delivery Tour on our external website, making it easier than ever for expectant mothers to explore our facility from the comfort of their own home. This new feature is especially helpful for those who may face challenges getting to the hospital in person, including individuals relying on public transportation or with limited mobility. By offering this convenient online option, Kern Medical continues to support its mission of expanding access to care and ensuring that every mother feels informed, prepared, and supported throughout her birthing journey.

National Recognitions - June

- Alzheimer's and Brain Awareness Month
- Cataract Awareness Month
- Men's Health Month
- National Migraine & Headache Awareness Month
- National Safety Month
- National Scoliosis Awareness Month
- PTSD Awareness Month
- June 1-7: National CPR and AED Awareness Week
- June 1: National Cancer Survivors Day
- June 8: World Brain Tumor Day
- June 14: World Blood Donor Day
- June 15: World Elder Abuse Awareness Day
- June 18: Autistic Pride Day
- June 19: World Sickle Cell Day

National Recognitions - July

- July 1-31: Cord Blood Awareness Month
- July 1-31: Healthy Vision Month
- July 1-31: International Group B Strep Awareness Month
- July 1-31: Juvenile Arthritis Awareness Month
- July 1-31: National Cleft & Craniofacial Awareness and Prevention Month
- July 1-31: National Hemochromatosis Awareness Month
- July 1-31: National Minority Mental Health Awareness Month
- July 1-31: Sarcoma Awareness Month
- July 1-31: UV Safety Month
- July 11: World Population Day
- July 22: World Brain Day
- July 23: World Sjogren's Day
- July 28: World Hepatitis Day

Did You Know - Stop the Bleed

Goal: To control severe bleeding and save a life until emergency responders arrive.

Step 1: Ensure Your Safety

- Before approaching, check the scene for danger (traffic, fire, active threat, etc.).
- If safe, proceed. If not, call 911 and wait for trained personnel.

Step 2: Call 911

- If you're alone, call 911 immediately.
- If others are present, have someone else call 911 while you begin bleeding control.

Step 3: Identify Life-Threatening Bleeding

- Blood that is spurting or pooling
- Clothing or bandages soaked with blood
- Loss of part of an arm or leg
- Victim confused, unconscious, or showing signs of shock (pale, clammy, rapid breathing)

Step 4: Apply Pressure

➤ Expose the wound by removing clothing if needed.

A. Use Your Hands (if no supplies):

- Cover the wound with a clean cloth or your gloved hand.
- Apply firm, direct pressure with both hands.

B. Use a Dressing (if available):

- Place gauze or cloth directly over the wound.
- Push hard and hold pressure. Do not remove soaked dressings—add more on top if needed.

Step 5: Pack the Wound (if deep and in junctional area like groin, neck, armpit)

- For deep wounds, especially in areas where a tourniquet can't be applied:
 - Pack the wound tightly with gauze or a clean cloth.
 - Then, apply firm pressure directly on top of the packed wound.

Step 6: Apply a Tourniquet (for arms or legs only)

Use a commercial tourniquet (like CAT or SOFT-T) if available.

Tourniquet Tips:

- Place 2–3 inches above the wound, never over a joint.
- Tighten until bleeding stops—it will hurt, but that means it's working.
- Secure it and note the time it was applied.

Step 7: Stay with the Person Until Help Arrives



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

July 16, 2025

Subject: Miscellaneous Correspondence

Recommended Action: Receive and File

Summary:

- A) Correspondence received from Kathleen Krause, Clerk of the Board, Kern County Board of Supervisors, concerning the reappointment of Philip McLaughlin to the Kern County Hospital Authority Board of Governors, term to expire June 30, 2028
- B) Correspondence received from Kathleen Krause, Clerk of the Board, Kern County Board of Supervisors, concerning the reappointment of Eric Merz to the Kern County Hospital Authority Board of Governors, term to expire June 30, 2028

**BOARD OF SUPERVISORS
COUNTY OF KERN**

SUPERVISORS

**PHILLIP PETERS
CHRIS PARLIER
JEFF FLORES
DAVID COUCH
LETICIA PEREZ**

District 1
District 2
District 3
District 4
District 5



KATHLEEN KRAUSE
CLERK OF THE BOARD OF SUPERVISORS
Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301
Telephone (661) 868-3585
TTY (800) 735-2929
www.kerncounty.com

**OFFICIAL APPOINTMENT
BOARD OF SUPERVISORS**

STATE OF CALIFORNIA)
) ss.
County of Kern)

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors, County of Kern, State of California, do hereby certify that at a regular session of said Board held in and for said County of Kern, on June 17, 2025, Philip McLaughlin was duly re-appointed as At-Large Community Member to the Kern County Hospital Authority Board of Governors for the term expiring June 30, 2028, in and for Kern County, State of California, as appears by the Official Records of said Board in my office.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Seal of the Board of Supervisors of the County of Kern, State of California on June 17, 2025.




KATHLEEN KRAUSE
Clerk of the Board of Supervisors

**BOARD OF SUPERVISORS
COUNTY OF KERN**

SUPERVISORS

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**OFFICIAL APPOINTMENT
BOARD OF SUPERVISORS**

STATE OF CALIFORNIA)
) ss.
County of Kern)

I, KATHLEEN KRAUSE, Clerk of the Board of Supervisors, County of Kern, State of California, do hereby certify that at a regular session of said Board held in and for said County of Kern, on June 17, 2025, Eric Merz was duly re-appointed as At-Large Community Member to the Kern County Hospital Authority Board of Governors for the term expiring June 30, 2028, in and for Kern County, State of California, as appears by the Official Records of said Board in my office.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Seal of the Board of Supervisors of the County of Kern, State of California on June 17, 2025.





KATHLEEN KRAUSE
Clerk of the Board of Supervisors

**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 July 16, 2025, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

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

(Government Code Section 54957.7)

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 X Request for Closed Session regarding peer review of health facilities (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 July 16, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

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

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

Government Code Section 54956.9

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

 X CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Government Code Section 54956.9(d)(4)) Number of cases: One (1) Based on existing facts and circumstances, the Board of Governors has decided to initiate or is deciding whether to initiate litigation –

**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 July 16, 2025, to consider:

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

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

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

- X CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Government Code Section 54956.9(d)(2)) Number of cases: One (1) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances that might result in litigation against the Authority but which the Authority believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed (Government Code Section 54956.9(e)(1)) –