AGENDA

KERN COUNTY HOSPITAL AUTHORITY
BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, November 18, 2026

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 regular meeting on October 21, 2026 –
APPROVE

CA
4) Proposed Resolution in the matter Advanced Practice Providers recognizing optometrist as a category of advanced practice provider approved for practice at Kern Medical Center, effective January 1, 2027 –
APPROVE; ADOPT RESOLUTION

CA
5) Proposed Change Order No. 3 to Agreement 052-2025 with Hillrom, Inc., a subsidiary of Baxter Health Corporation, an independent contractor, for labor, materials and equipment to complete the nurse call light project, increasing the maximum payable by $35,430, from $1,416,150 to $1,451,850, to cover the additional services –
MAKE FINDING THAT PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302, AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVE; AUTHORIZE CHAIRMAN TO SIGN; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN FUTURE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED 10% OF THE TOTAL CONTRACT PRICE

CA
6) Proposed retroactive Agreement with Richard-Allen Scientific, LLC, doing business as Epredia, an independent contractor, containing nonstandard terms and conditions, for replacement of a microscopic examination operating panel, in an amount not to exceed $7,866, plus applicable fees and taxes –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

CA
7) Proposed Amendment No. 2 to Agreement 13822 with Rhino Environmental, Inc., an independent contractor, for emergency equipment fuel testing services for the period September 21, 2021 through September 20, 2027, increasing the maximum payable by $55,000, from $80,000 to $135,000, to cover the term –
APPROVE; ADOPT RESOLUTION; AUTHORIZE CHAIRMAN TO SIGN

CA
8) Proposed Sales Order Terms and Conditions with Precision Medical, Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of respiratory care equipment, parts and services from November 18, 2026 through November 17, 2027, in an amount not to exceed $10,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN FUTURE PURCHASE AGREEMENTS SUBJECT TO APPROVAL AS TO FORM BY COUNSEL

CA
9) Proposed retroactive Government Obligation Contract and Certificate of Occupancy to Agreement 153-2026 with KS StateBank, an independent contractor, containing nonstandard terms and conditions, for purchase of a GE Precision Healthcare SIGNA™ Voyager 49-ch Mobile System with Fixed Table MRI from October 8, 2026 through October 7, 2031 –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

CA
10) Report on upcoming anticipated retroactive agreements –
RECEIVE AND FILE

11) Report on health care services provided by Kern Medical Center at adult jail and juvenile detention facilities owned and operated by the County of Kern –
RECEIVE AND FILE

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

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

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

CA
15) Claims and Lawsuits Filed as of October 31, 2026 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

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

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

18) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Janine McCullough, Applicant, v. Kern County Hospital Authority, (PSI) Administered by Adminsure, Defendant(s); Workers' Compensation Appeals Board Case No. ADJ17548975 –

19) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Mark Anthony Green, Jr. (Deceased), Applicant v. Kern County Hospital Authority, Defendant; Workers' Compensation Appeals Board Case No. ADJ21636392 –

20) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, DECEMBER 16, 2026 AT 11:30 A.M.

SUPPORTING DOCUMENTATION FOR AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT
(Government Code Section 54953.2)

The Kern Medical Center Conference Room is accessible to persons with disabilities. Disabled individuals who need special assistance to attend or participate in a meeting of the Kern County Hospital Authority 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

15) CLAIMS AND LAWSUITS FILED AS OF OCTOBER 31, 2026 – RECEIVE AND FILE

A) Claim in the matter of Florencio Urrutia
B) Claim in the matter of Tomasa Espericueta
C) Claim in the matter of Julia Kathleen Gehani
D) Claim in the matter of Juan Camacho
E) Claim in the matter of Edward Cook

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, October 21, 2026

11:30 A.M.

BOARD RECONVENED

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

DIRECTOR BERJIS COMMENTED ON SENATOR HURTADO'S GRANT PRESENTATION FOR THE MOBILE DENTAL CLINIC AND EXPRESSED OPTIMISM REGARDING FUTURE GROWTH AND OPPORTUNITIES

ITEMS FOR CONSIDERATION

CA
3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on September 16, 2026 –
APPROVED
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
4) Proposed Resolution establishing regular meeting dates of the Kern County Hospital Authority Board of Governors for calendar year 2027 –
APPROVED; ADOPTED RESOLUTION 2026-011
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
5) Proposed approval of Kern County Hospital Authority Organizational Chart, effective October 21, 2026 –
APPROVED
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
6) Proposed acceptance of donation of travel and related expenses (conference fees only) from Becker's Healthcare for one Kern Medical Center employee to attend the Becker's Healthcare CEO + CFO Roundtable 2026 in Chicago, Illinois, from November 2-5, 2026 –
APPROVED; ADOPTED RESOLUTION 2026-012
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
7) Proposed acceptance of donation of travel and related expenses from Teachers Insurance and Annuity Association of America (TIAA) for one Kern Medical Center employee to attend the TIAA Joint Advisory Councils Meeting in Frisco, Texas, from October 26-28, 2026 –
APPROVED; ADOPTED RESOLUTION 2026-013
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
8) Proposed retroactive acceptance of donation of travel and related expenses (conference fees only) from Marcus Evans Group for one Kern Medical Center employee to attend the Healthcare HR Summit 2026 in Las Vegas, Nevada, from October 19-20, 2026 –
APPROVED; ADOPTED RESOLUTION 2026-014
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
9) Proposed retroactive acceptance of donation of travel and related expenses (conference fees only) from Experian Health for three Kern Medical Center employees to attend the Experian Health High-Performance Summit 2026 in Dallas, Texas, from October 19-22, 2026 –
APPROVED; ADOPTED RESOLUTION 2026-015
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
10) Proposed Amendment No. 7 to Agreement 099-2023 with Alton Scott Thygerson, a contract employee, for professional services as chief executive officer of Kern County Hospital Authority, incorporating performance-based metrics for fiscal year 2026-2027 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 152-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
11) Proposed retroactive Finance Agreement with KS StateBank, an independent contractor, containing nonstandard terms and conditions, for purchase of a GE Precision Healthcare SIGNA™ Voyager 49-ch Mobile System with Fixed Table MRI from October 8, 2026 through October 7, 2031, in an amount not to exceed $2,551,000 –
APPROVED; ADOPTED RESOLUTION 2026-016; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 153-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
12) Proposed Amendment No. 1 to Agreement 70123 with Copeland Cold Chain, LP, doing business as Cooper-Atkins, an independent contractor, for remote temperature monitoring of medication storage areas for the period October 23, 2023 through October 22, 2026, extending the term three years from October 23, 2026 through October 22, 2029, and increasing the maximum payable by $4,500, from $31,900 to $36,400, to cover the term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 154-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
13) Proposed retroactive Amendment No. 11 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, 2027, revising the compensation methodology to conform to Department of Labor rules for H-1B visa workers, effective September 19, 2026 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 155-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
14) Proposed Amendment No. 2 to Agreement 16524 with Kasey M. Fox, D.O., a contract employee, for professional medical services in the Department of Medicine for the period March 13, 2024 through March 12, 2027, increasing the maximum payable by $406,250, from $1,300,000 to $1,706,250, to cover the term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 156-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
15) Proposed Quote Q-03725 with ORDR, INC., an independent contractor, containing nonstandard terms and conditions, for purchase of an IT network security solution from November 1, 2026 through October 31, 2029, in an amount not to exceed $316,900 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 157-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
16) Proposed retroactive Amendment No. 2 to Co-Applicant Agreement 011-2025 between Kern County Hospital Authority and Kern County Hospital Authority Community Health Center Board of Directors, authorizing the Community Health Center also to be known as Kern Medical Outpatient Health, effective May 1, 2026 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 158-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
17) Proposed retroactive Amendment No. 3 to Agreement 117-2024 with Kern Medical Center Foundation for the provision of administrative management services, updating the staffing fee for the period October 1, 2026 through September 30, 2027 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 159-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
18) Proposed Product Quotation with deSoutter Medical USA, Inc., an independent contractor, containing nonstandard terms and conditions, for repair of a CC7 cast saw, in an amount not to exceed $494, plus applicable fees and taxes –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 160-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
19) Proposed Repair Estimate with Sentec, Inc., an independent contractor, containing nonstandard terms and conditions, for maintenance of a Percussionaire VDR4 ventilator, in an amount not to exceed $2,374, plus applicable fees and taxes –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 161-2026
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

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

21) Kern County Hospital Authority Chief Financial Officer report –
CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; RECEIVED AND FILED
Stout-Merz: 5 Ayes; 2 Absent - Anderson, Pollard

22) Kern County Hospital Authority Chief Executive Officer report –
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; DIRECTOR BERJIS COMMENTED ON THE IMPACT REPORT THAT WAS SENT TO THE BOARD; RECEIVED AND FILED
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
23) Monthly report on What's Happening at Kern Medical Center –
RECEIVED AND FILED
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

CA
24) Claims and Lawsuits Filed as of September 30, 2026 –
RECEIVED AND FILED
Berjis-Pelz: 5 Ayes; 2 Absent - Anderson, Pollard

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

C-25) Kern Medical Surgery Center, LLC, Administrative Report –
RECEIVED AND FILED
Pelz-Berjis: 5 Ayes; 2 Absent - Anderson, Pollard

C-26) Proposed credentialing recommendations –
APPROVED
Pelz-Berjis: 5 Ayes; 2 Absent - Anderson, Pollard

C-27) Proposed Resolution establishing regular meeting dates of the Kern Medical Surgery Center Board of Governors for calendar year 2027 –
APPROVED; ADOPTED RESOLUTION 2026-002
Pelz-Berjis: 5 Ayes; 2 Absent - Anderson, Pollard

C-28) Proposed Schedule 003 to Master Lease Agreement 53921 with Olympus America Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of equipment for GI procedures from November 1, 2026 through October 31, 2029, in an amount not to exceed $202,398, plus applicable fees and taxes –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 162-2026
Pelz-Berjis: 5 Ayes; 2 Absent - Anderson, Pollard

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

ADJOURNED TO CLOSED SESSION
Pelz-Berjis

CLOSED SESSION

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

30) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Daymian Nathaniel Tapia Salgado, a minor by and through his Guardian ad Litem, Brianna Tapia; Brianna Tapia individually, Plaintiffs, v. Kern Medical aka Kern Medical Center; Kurt Finberg, M.D., Karina Grinberg, M.D.; Vikas Nookala, M.D.; and DOES 1 through 100, Defendants, Kern County Superior Court Case No. BCV-25-103467 – SEE RESULTS BELOW

31) CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Rosa Monarrez, Martha Flores, Patricia Amador, and Rafael Fernandez, Plaintiffs, v. Kern County Hospital Authority; and DOES 1 through 50, inclusive, Defendants, Kern County Superior Court Case No. BCV-25-102679 – 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) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION
Berjis-Merz

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item 29 concerning Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – HEARD; BY UNANIMOUS VOTE OF THOSE DIRECTORS PRESENT (MOTION BY DIRECTOR PELZ, SECOND BY DIRECTOR BERJIS; 2 ABSENT - DIRECTORS ANDERSON AND POLLARD), THE BOARD APPROVED ALL CREDENTIALING RECOMMENDATIONS; NO OTHER REPORTABLE ACTION TAKEN

Item 30 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Daymian Nathaniel Tapia Salgado, a minor by and through his Guardian ad Litem, Brianna Tapia; Brianna Tapia individually, Plaintiffs, v. Kern Medical aka Kern Medical Center; Kurt Finberg, M.D., Karina Grinberg, M.D.; Vikas Nookala, M.D.; and DOES 1 through 100, Defendants, Kern County Superior Court Case No. BCV-25-103467 – NOT HEARD

Item 31 concerning CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Rosa Monarrez, Martha Flores, Patricia Amador, and Rafael Fernandez, Plaintiffs, v. Kern County Hospital Authority; and DOES 1 through 50, inclusive, Defendants, Kern County Superior Court Case No. BCV-25-102679 – HEARD; NO 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 PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, NOVEMBER 18, 2026 AT 11:30 A.M.
Stout

/s/ Mona A. Allen
Authority Board Coordinator

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

KernMedical | 160 YEARS Health for Life.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

SUBJECT: Proposed Resolution in the matter of Advanced Practice Providers

Recommended Action: Approve; Adopt Resolution

Advanced practice providers (APP) are not eligible for Medical Staff membership. They may be granted practice privileges in the hospital if they hold a license, certificate or other credential in a category of APP that your Board has identified as eligible to apply for practice privileges, and only if the APP are professionally competent and continuously meet the qualifications, standards and requirements set forth or otherwise referenced in the Medical Staff Bylaws, rules, regulations, and/or the Interdisciplinary Practice Manual. **An applicant must belong to an APP category approved for practice in the hospital by your Board.** The credentialing criteria/basic requirements, privileges, clinical department assignment, prerogatives, and responsibilities related to APP are set forth in the Medical Staff Bylaws. Procedural and fair hearing rights of APP are set forth in the Interdisciplinary Practice Manual.

Most recently, on June 21, 2023, your Board adopted Resolution No. 2023-007, which recognized the following categories of advanced practice providers: Physician Assistant; Nurse Practitioner; Certified Registered Nurse Anesthetist; Certified Nurse Midwife; Registered Nurse First Assistant; Graduate Registered Nurse Anesthetist; and Clinical Pharmacist.

Optometrist or "OD" is a class of advanced practice provider. Business and Professions Code section 3003 defines "optometrist" as a person who is licensed to practice optometry by the state Board of Optometry. The practice of optometry includes, among other things, the examination, diagnosis, prevention, treatment, and management of disorders and dysfunctions of the visual system. (Bus. & Prof. Code, § 3041.)

Kern Medical is recommending that your Board recognize optometrist as a category of advanced practice provider approved for practice in Kern Medical, effective January 1, 2027. Because the majority of patients referred to the Eye Clinic (over 60 percent) require routine optometric services, including refractions, diabetic retinal screenings, and vision correction evaluations, recognizing optometrists as an approved advanced practice provider category will improve patient access, reduce wait times, allow ophthalmologists to focus on surgical and higher-acuity care, and support efficient delivery of outpatient eye care services. This category of APP will be utilized by our contracted ophthalmology group.

The proposed resolution recognizes the categories of APP previously approved by your Board and includes the addition of optometrist. The resolution also authorizes and directs the Medical Staff to establish certain practice standards and procedures designed to ensure the provision of quality patient care.

Therefore, it is recommended that your Board recognize the referenced categories of APP and adopt the attached resolution, effective January 1, 2027.

BEFORE THE BOARD OF GOVERNORS
OF THE KERN COUNTY HOSPITAL AUTHORITY

In the matter of: Resolution No. 2026-___

ADVANCED PRACTICE PROVIDERS

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 18th day of November, 2026, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

_____
Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The Board of Governors is the body in whom final authority and responsibility is vested for conduct of Kern Medical Center (Cal. Code of Regs., tit. 22, § 70035); and

(b) The Board of Governors desires to ensure Kern Medical Center provides a broad range of health services to its patients; and

(c) The Board of Governors recognizes that there are practitioners who are in a position to provide patient care services at Kern Medical Center but who are not eligible for membership in the Medical Staff, viz., advanced practice providers; and

(d) The Bylaws of the Medical Staff provide for a category of practitioners known as advanced practice providers (f/k/a allied health professionals); and

(e) The term "advanced practice provider" or "APP" means a health care professional who undergoes specialized education, training, and certification to provide services like medical diagnosis and treatment. They include nurse practitioners and physician assistants, as well as other licensed, non-physician providers; and

(f) The Bylaws of the Medical Staff specify, inter alia, that a non-physician applicant applying for practice privileges must belong to an advanced practice provider category approved by the Board of Governors for practice in Kern Medical Center; and

(g) On April 20, 2016, by a unanimous vote of those Directors present, the Board of Governors adopted Resolution No. 2016-006, which recognized the following categories of advanced practice providers: Physician Assistant; Nurse Practitioner; Certified Registered Nurse Anesthetist; Certified Nurse Midwife; and Clinical Pharmacist; and

(h) On May 19, 2021, by a unanimous vote of those Directors present, the Board of Governors adopted Resolution No. 2021-005, which, in addition to Physician Assistant, Nurse Practitioner, Certified Registered Nurse Anesthetist, Certified Nurse Midwife, and Clinical Pharmacist, recognized Registered Nurse First Assistant or "RFNA" as a class of advanced practice provider; and

(i) On June 21, 2023, by a unanimous vote of those Directors present, the Board of Governors adopted Resolution No. 2023-007, which, in addition to Physician Assistant, Nurse Practitioner, Certified Registered Nurse Anesthetist, Certified Nurse Midwife, Registered Nurse First Assistant, and Clinical Pharmacist, recognized Graduate Registered Nurse Anesthetist or "GRNA" as a class of advanced practice provider; and

(j) Optometrist or "OD" is a class of advanced practice provider; and

(k) Business and Professions Code section 3003 defines "optometrist" as a person who is licensed to practice optometry by the state Board of Optometry; and

(l) The practice of optometry includes, inter alia, the examination, diagnosis, prevention, treatment, and management of disorders and dysfunctions of the visual system (Bus. & Prof. Code, § 3041); and

(m) Kern Medical Center is recommending the Board of Governors recognize optometrist as a category of advanced practice provider approved for practice in Kern Medical Center, effective January 1, 2027; and

(n) The Board of Governors believes that the goal of providing a broad range of health services can be advanced by affording certain providers or categories of providers an opportunity to practice at Kern Medical Center, even though they are not eligible for Medical Staff membership.

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

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

2. This Board hereby affirms the creation of a separate advanced practice provider status for providers who are not eligible for Medical Staff membership, but who nonetheless will be permitted to provide patient care services in an expanded role in Kern Medical Center and its affiliated clinics.

3. This Board hereby recognizes the following categories of advanced practice providers who are eligible to apply for practice privileges in Kern Medical Center and its affiliated clinics pursuant to employment or through an independent contractor agreement with the hospital: Physician Assistant; Nurse Practitioner; Certified Registered Nurse Anesthetist; Graduate Registered Nurse Anesthetist; Certified Nurse Midwife; Registered Nurse First Assistant; Optometrist; and Clinical Pharmacist.

4. This Board hereby authorizes and directs the Medical Staff of Kern Medical Center to create appropriate standards of practice for advanced practice provider categories approved by the Board to practice in the hospital.

5. This Board hereby authorizes and directs the Medical Staff of Kern Medical Center to establish procedures for credentialing and review of advanced practice providers from categories approved by the Board to practice in the hospital.

6. This Board hereby authorizes the Chief Executive Officer, or his designee(s), with the consent of the Medical Staff, to assume responsibility for individual advanced practice providers who performs services in Kern Medical Center and its affiliated clinics under close supervision, where oversight by the Medical Staff would not be efficient or practicable.

7. Resolution No. 2023-007, adopted by the Board of Governors on June 21, 2023, is hereby repealed and superseded by this Resolution, effective January 1, 2027.

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

Kern Medical Center
Medical Staff of Kern Medical Center
Interdisciplinary Practice Committee
Chief Nursing Officer
Human Resources Department
Legal Services Department

KernMedical | 160 YEARS Health for Life.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Proposed Change Order No. 3 to Agreement 052-2025 with Hillrom, Inc., a subsidiary of Baxter Health Corporation

Recommended Action: Make a finding that the project is exempt from further CEQA review per sections 1531, 15302, and 15061(b)(3) of State CEQA Guidelines; Approve; Authorize Chairman to Sign; Authorize the Chief Executive Officer to sign future change orders in an amount not to exceed 10% of the total contract price

Summary:

Kern Medical requests your Board approve the proposed Change Order No. 3 with Hillrom, Inc., in the amount of $35,430 for the Nurse Call System Installation in the 3D nursing unit.

On May 21, 2025, your Board approved the Purchase Agreement for the replacement of nurse call systems throughout the hospital in an amount not to exceed $1,379,650. On January 21, 2026, your Board approved Change Order No. 1 increasing the maximum payable by $14,755 for additional labor, material and equipment to complete the project to comply with the patient-to-device ratio requirements of Department of Health Care Access and Information. On July 15, 2026, your Board approved Change Order No. 2 increasing the maximum payable by $21,745, to address project scope and cost adjustments, including credits for returned materials, additional devices in Labor & Delivery, a schedule extension due to an influx in hospital census, and a back charge for work completed by a third-party contractor.

The proposed Change Order No. 3 increases the maximum payable by $35,430, increasing the maximum payable to $1,451,580, to address project scope and cost adjustments, including additional devices in the 3D nursing unit for code blue and pillow speaker relocation and fire alarm tie in requirements. The change order will be effective November 18, 2026, through project completion.

Therefore, it is recommended that your Board make a finding that the project is exempt from further CEQA review per sections 1531, 15302, and 15061(b)(3) of State CEQA Guidelines; approve Change Order No. 3 to address project scope and cost adjustments, including additional devices in the amount of $35,430, increasing the maximum payable amount to $1,451,580, effective November 18, 2026, authorize the Chairman to sign; and authorize the Chief Executive Officer to sign future change orders in an amount not to exceed 10% of the total contract price for a total not to exceed of $1,596,738.

CHANGE ORDER

PROJECT:
Nurse Call Replacement 3D
1700 Mt. Vernon Avenue
Bakersfield, CA 93306

PROJECT NO.: 10164
CONTRACT NO.: 052-2025

CONTRACTOR:
Hill-Rom
1225 Crescent Green Drive
Cary, NC 27518

CHANGE ORDER NO.: Three (3)

DATE: October 22, 2026

	DESCRIPTION OF CHANGE	ADD	DEDUCT
1	26 PB SWITCH, CODE BLUE, W/CANCEL	$1,245.66	
2.	27 SUPERVISED INTERFACE MODULE	$1,858.95	
3.	3 COMM CABLE, 4PR, CAT6, PLENUM	$1,755.00	
4.	2 RJ45 PLUG, 100 PACK, CAT6 & 5E	$59.10	
5.	IMPLEMENTATION SERVICES	$1,251.48	
6.	PROJECT MANAGEMENT SERVICES	$1,256.00	
7.	INSTALLATION BY HILLROM	$28,003.00	
	CHANGE ORDER NO. 1 TOTAL (ADD)	$14,754.82	
	CHANGE ORDER NO. 2 TOTAL (ADD)	$21,744.75	
	CHANGE ORDER NO. 3 TOTAL (ADD)	$35,429.19	
	ORIGINAL CONTRACT PRICE	$1,379,649.3O	
	NEW CONTRACT AMOUNT	$1,451,578.O6	

REASON FOR CHANGE

1. Owner requested layout changes
2. Code required Fire alarm interface

Funds are available in the contract budget to cover this increase in cost.

CONFORMANCE WITH SPECIFICATIONS:

All work shall be done in conformance with the specifications as applied to work of a similar nature.

If the contractor refuses to sign this document, the work listed herein shall be performed on a force account basis.

SUBMITTED BY:
Hill Rom

BY: _____ 10/26/26
David Conway

KERN MEDICAL
APPROVED AS TO CONTENT:

BY: _____
Tyler Whitezell, Chief Operating Officer

APPROVED AS TO FORM:

Legal Services Department

BY: _____

Phillip Jenkins
Hospital Counsel

BY: _____
Scott Thygerson, Chief Executive Officer

KERN COUNTY HOSPITAL AUTHORITY

BY: _____
Philip McLaughlin, Charman

Board of Govenors

"KCHA"

KernMedical | 160 YEARS Health for Life.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Proposed Retroactive Purchase Agreement with Richard-Allan Scientific, LLC dba Epredia

Recommended Action: Approve; Authorize Chief Executive Officer to sign

Summary:

Kern Medical requests your Board approve the proposed Epredia Operating Panel Quote No. 00099403 with Richard-Allan Scientific, LLC dba Epredia, for the purchase of one (1) HM355-S3 Operating Panel in an amount not to exceed $7,866. The operating panel is a replacement part required to repair Kern Medical's non-functioning HM355-S3 microtome used by the Pathology Department for the preparation and sectioning of tissue specimens for microscopic examination and diagnosis. Epredia is the manufacturer of the HM355-S3 microtome and the replacement operating panel required for this equipment. This item was listed on the October retroactive list. Completion of negotiations were not completed in time for the October agenda.

Counsel is unable to approve the terms as to form because they include interest on late payments, limitation on liability, any cause of action under this agreement must be brought within one year from discovery, among other nonstandard terms. Despite negotiations Counsel was unable to remove these terms.

Therefore, it is recommended that your Board approve the proposed retroactive Epredia Operating Panel Quote No. 00099403 with Richard-Allan Scientific, LLC dba Epredia, for the purchase of one (1) HM355-S3 Operating Panel with a not to exceed amount of $7,866 plus tax and shipping**,** and authorize the Chief Executive Officer to sign.

Epredia
Richard-Allan Scientific, LLC
4481 Campus Drive, Kalamazoo, MI 49008
Phone: (800) 522-7270 I Fax: (877) 815-2608
www.epredia.com

Account Information

Account Name	Kern Medical Center	SAP Account Number	102007
Billing Address	1700 Mt Vernon Ave Bakersfield, CA 93306 US	Ship To Name	Kern Medical Center
		Ship To	1700 Mount Vernon Ave Bakersfield, CA 93306 US
GPO	Standard Price Book		

Quote Information

Created Date	8/21/2026	Quote Number	00099403
Expiration Date	9/30/2026		

Contact Information

Contact Name	Hartono Irawan	Prepared By	Andrew Hall
		Phone	(916) 607-2370
		Email	andrew.hall@epredia.com

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
3550701-CN	Operating Panel HM355-S3 Epredia	Operating Panel HM355-S3 Epredia	USD 7,865.90	1.00	USD 7,865.90

Remittance Information

Please send Purchase Order to:

- Fax: (877) 815-2608
- Email: ep-cs-kalamazoo@epredia.com

Grand Total USD 7,865.90

Notes

- Date of service warranty is 12 months from shipment date and is effective for 365 days. Used equipment warranty is 6 months from shipment date.
- For Promotional Items: Customer represents and warrants that if customer is reimbursed directly or indirectly under the federal health care program for products purchased under this quotation or order, customer is reimbursed under the same federal health care payment methodology for all products. Customer agrees to disclose the value of the discount or reduction in price received under this program to any state or federal program which provides cost or charge-based reimbursement to customer for the products or services purchased under this program.
- Quoted pricing does not include state, local or use taxes.
- Date of service contract is 12 months from invoice date and is effective for 365 days.
- Freight Charges are not included and will be added to your invoice.

BUYER

By: _____

Name: Scott Thyssen 10/5/2026

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Phillip Jenkins
Kern County Hospital Authority


epredia

Title: _____

Date: _____

TERMS AND CONDITIONS

Unless otherwise expressly agreed in writing, all sales are subject to the Terms and Conditions of Sales and Services under the following link: https://www.epredia.com/terms-of-sale

SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Epredia, or its subsidiary ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products"). These Terms and Conditions of Sale ("Agreement") govern the sale and installation, when applicable, of the Product. Customer must provide sufficient and timely access to its facilities, including without limitation, a designated work area with adequate heat and light and an environment meeting ventilation requirements, if any. Title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

2. **TERM AND TERMINATION.** This Agreement is effective as of the date of last signature below and terminates on the Expiration Date, as set forth in the Quote ("Term"). Either party may terminate this Agreement, effective immediately, upon thirty (30) days' written notice to the other party. Either party shall have the right, at its option, to terminate this Agreement immediately upon written notice to the other party in the event: (a) of an assignment for the benefit of creditors; (b) a party's insolvency; (c) a party's dissolution or loss of charter by forfeiture; (d) a party is adjudged bankrupt or insolvent by a court of competent jurisdiction; (e) a trustee or receiver is appointed for a party or its assets or any substantial part thereof; (f) a party files a voluntary petition under any bankruptcy or other similar law providing for reorganization, dissolution or liquidation.

3. **PRICE.** All prices are valid until the Expiration Date as set forth in the Quote. All prices are subject to adjustment, with sixty (60) days' prior notice to Buyer, on account of specifications, quantities, raw materials, shipment arrangements or other terms or conditions as noted in the "Notes" section of the Quote.

4. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added, and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims an exemption, by the Internal Revenue Code Section 501(c)(3), Buyer must provide Seller with a valid certificate or letter of exemption.

5. **TERMS OF PAYMENT.** Payment terms are net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, after forty-five (45) days, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law). Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, in the event Buyer fails to timely pay invoices, and Seller believes in good faith that Buyer's financial condition has changed. All payments shall be made in U.S. Dollars.

6. **DELIVERY.** Except where specified herein, The Products will be shipped and installed at the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, with Buyer's consent, to make partial shipments of the Products and to invoice each shipment separately. Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges, if applicable. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

Buyer shall inspect the Products within fourteen (14) days of receipt ("Inspection Period") and either accept or, if such Products are nonconforming products, reject such Products. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any nonconforming products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. If Buyer timely notifies Seller of any nonconforming products, Seller shall determine, in its sole discretion, whether the Products are nonconforming products. If Seller determines that the Products are nonconforming products, it shall, in its sole discretion: (a) replace such nonconforming products with conforming Products, or (b) refund the price for such nonconforming products, together with all shipping and handling expenses incurred by Buyer in connection therewith.

Notwithstanding the trade terms indicated above, title to & risk of loss to the Products shall pass to Buyer upon delivery of the Products by Seller to the delivery destination.

7. WARRANTY.

(a) Seller warrants that installation of the Products, if applicable, will be performed in a good and workmanlike manner in accordance with good industry practices and standards for such services and the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of delivery to Buyer for new equipment, six (6) months for used equipment and ninety (90) days for all other non-spare part Products and thirty (30) days for spare parts (the "Warranty Period").

(b) During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (I) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (ii) after Seller's review (not to be unreasonably withheld), Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller. Products returned to Seller must have any Personal Information (as defined below) removed in accordance with Section 13.(b), and properly packed in its original packaging Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. Printed Circuit Boards ("PCBs"), Electronic Control Unit ("ECUs"), and other electronic parts are non-refundable or replaceable. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions (Section 6 above) of these Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

(c) Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third-party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or

third-party supplier to the extent such assignment is allowed by such original manufacturer or third party supplier.

(d) In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

(e) ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. CONFIDENTIAL INFORMATION. All non-public information disclosed by either party to the other party in connection with this Agreement ("Confidential Information"), shall be used solely for installation, operation, maintenance, or support of the specified equipment, software, and Services furnished under this Agreement only, and shall be protected by the recipient from disclosure to any third party, other than employees and professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein, with the same degree of care as it normally takes to protect its own confidential and proprietary information, but in any event no less than reasonable steps, to preserve the confidentiality of the Confidential Information disclosed. Confidential Information shall include Personal information and Sensitive Personal Information, and other equivalent terms, which shall have the meanings given to those terms in the applicable Data Protection Laws (as defined below). A party may disclose Confidential Information to the extent required by law. However, a party must give the discloser prompt notice and make a reasonable effort to obtain a protective order. No obligation of confidentiality applies to any Information that a party: (i) already possesses without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligations of confidentiality from a third party or (iv) as required by law. No obligation of confidentiality applies to any Confidential Information that is, or becomes, publicly available without breach of this Agreement. Each party's obligations hereunder shall survive for a period of five (5) years after receipt of Information hereunder from the discloser, except as otherwise mutually agreed upon by the parties.

9. INDEMNIFICATION.

(a) **By Seller.** To the extent of its own negligence or willful misconduct, Seller agrees to indemnify, defend and hold harmless Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses, (including without limitation reasonable attorneys' fees and disbursements and court costs) for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives in connection with this Agreement and
(ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide to Seller prompt written notice of any third-party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at its option, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance of Seller's obligations under this Section.

(b) **By Buyer.** Buyer shall indemnify, defend and hold harmless Seller, its officers, directors and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

ANY ACTION ARISING UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE THAT THE CAUSE OF ACTION AROSE OR WAS REASONABLY DISCOVERED.

11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to

export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish 'Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements.

13. MISCELLANEOUS.

(a) Compliance Certification. The parties certify that these products are being provided in accordance with all federal, state and local laws, including the federal anti- kickback statute, set forth at 42 U.S.C. § 1320a-7b(b). Nothing contained in this Agreement shall be construed as an obligation or inducement for Buyer to purchase any products.

(b) Data Deletion. The Parties agree that the only Personal Information in scope for this Agreement is the limited business contact details of representatives of the Seller and Buyer engaged in performing the Parties' respective obligations under the Agreement. For the avoidance of doubt, in its provision of the Product the Seller does not maintain or manage Protected Health Information (as defined under the HIPAA Requirements) or Sensitive Personal Information and the Buyer is required to delete Protected Health Information, Sensitive Personal Information, or any other similar types of Personal Information before the Seller provides any requested assistance, including but not limited to if the Buyer returns the Product to the Seller after the Evaluation Period. The Buyer is also required to follow any other reasonable instructions from the Seller. To the extent that the Buyer fails to comply with this Section 1B), Seller will not be liable for: i) any loss or corruption of the Buyer's Confidential Information, including any Protected Health Information or Sensitive Personal Information the Buyer uploads into the Product; and ii) any breach of applicable laws and regulations relating to data protection and data privacy, including but not limited to HIPAA and the California Consumer Privacy Act, as amended ("Data Protection Laws").

(c) Governing Law. This Agreement shall be governed by the laws of the State of California, with the exclusions of its conflicts of law provisions.

(d) [Intentionally Omitted]. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

(e) **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices shall be deemed sufficient upon delivery, when delivered: (i) in person (ii) by nationally recognized courier service guaranteeing next-day delivery, charges prepaid, return receipt requested, or (iii) by first class, registered or certified mail, postage prepaid, return receipt requested. Notice shall be sent to the Parties as designated below:

If to Seller:
Richard-Allan Scientific LLC
Attn: [Service]
4481 Campus Dr
Kalamazoo, MI 49008

with a copy to:
Richard-Allan Scientific LLC
Attn: Legal, Patents & Compliance
LPC@PHCHD.COM

If to Buyer:

_____
_____
_____

(f) **Assignment.** Except as provided herein, any assignment of this Agreement is void. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Seller may, without Buyer's prior written consent, freely assign this Agreement to either: (i) a wholly owned subsidiary or an Affiliate of Seller; or (ii) a successor in interest to the business and/or assets of Seller.

(g) **Conflict in Terms.** Any of the terms or conditions of the Buyer's Quote which are in any way inconsistent with, or in addition to, the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by its authorized representatives.

(h) **Waiver.** No failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.

(i) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(j) **Counterparts.** Each party may execute this Agreement using a handwritten, electronic, or digital signature, in one or more counterparts, which may be exchanged via paper, fax or email (i.e. PDF format) when signed, each of which will be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

(k) **Entire Agreement.** This Agreement, with its exhibits, constitutes the entire understanding between the Parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and temporary agreements, understandings and negotiations and discussions, written or oral, of the Parties hereto, relating to the subject matter of this Agreement.

(l) Seller may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by Buyer:

~~(m)~~

~~(n)~~ (1) 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.

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

~~(p)~~ (3) Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with the performance of all required services under this quote, with coverage equal to the policy limits, which shall not be less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in aggregate unless otherwise indicated by Buyer's Risk Manager.

~~(q)~~

(4)The Commercial General Liability Insurance shall include an endorsement naming Buyer and Buyer'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 Seller hereunder shall be primary to and not contributing to any other insurance maintained by Buyer. Any exception to these requirements must be approved by Buyer's Risk Manager. Buyer's Risk Manager may require higher limits depending on the nature of the goods and/or services being provided. All insurance coverage requirements shall be maintained by vendor until completion of all of vendor's obligations to Buyer, and shall not be reduced, modified or canceled without 30 days prior written notice to the Chief Executive Officer ("CEO").

(m) Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this quote, Seller 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 quote and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Seller provided under this quote. Seller further agrees that if it carries out any of its duties under this quote 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.

(n) Audits, Inspection and Retention of Records. Seller agrees to maintain and make available to Buyer, accurate books and records relative to all its activities under this quote. Seller shall permit Buyer 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 quote; provided, however, that any such audit, examination, review, or access right shall be limited to the extent

required to verify Seller's compliance with its obligations under this Agreement and applicable law. Buyer shall not be entitled to access information that is not reasonably related to this Agreement, that is protected by attorney-client privilege, that constitutes trade secrets or confidential information of Seller or third parties, or that Seller is prohibited from disclosing by applicable law, regulation, contractual obligation, confidentiality obligation, or data privacy requirement. Any audit or review shall be conducted in a manner that preserves the confidentiality and security of Seller's and third parties' information and complies with all applicable data protection and privacy laws and regulations. To the extent records contain personal information or protected data, Seller may redact, anonymize, aggregate, or otherwise limit disclosure as necessary to comply with applicable law and protect confidentiality. Seller 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 quote, 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 quote shall have the same rights conferred upon Buyer herein; subject to the limitations, confidentiality protections, and applicable legal and regulatory restrictions set forth above.

(o) Health Insurance Portability and Accountability Act-HITECH. Seller understands that Buyer 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 Buyer. The privacy and confidentiality of Buyer's patients are protected by Buyer policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate Seller agrees to execute a business associate agreement with Buyer to supplement this quote if requested, subject to the Parties' agreement upon terms and conditions of the business associate agreement.

~~(r)~~(p) Disqualified Persons. Seller represents and warrants that no person providing goods and/or services under the terms of this quote (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 Buyer), (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. Seller agrees that if any individuals providing goods and/or services under the terms of this quote 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"), Seller shall immediately notify Buyer and such individual shall be immediately removed by Seller from any functions involving (i) the claims development and submission process, and (ii) any healthcare provider contact related to Buyer patients; provided, however, that if Seller is directly involved in the Enforcement Action, any agreement between Buyer and Seller shall terminate immediately.

~~(s)~~

~~(t)~~(q) Non-collusion Covenant. Seller 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 Buyer. Seller has received no incentive or special payments, nor considerations, not related to the provision of services under this quote from Buyer.

In witness whereof, the Buyer and Seller hereto have executed this Agreement on the date set forth below.

RICHARD-ALLAN SCIENTIFIC, LLC	KERN MEDICAL CENTER
By: Andrew Hall	By:
Name: Andrew Hall	Name: 10/5/2026

Title: Account Executive	Title:
Date: 9-25-2026	Date:

KernMedical | 160 YEARS Health for Life.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Proposed retroactive Amendment No. 2 to Personal/Professional Services Agreement 13822 with Rhino Environmental, Inc.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that the Board approve the proposed Amendment No. 2 with Rhino Environmental, Inc., for fuel testing of emergency equipment and parts at Kern County Hospital Authority (KCHA) facilities.

On September 21, 2021, a three (3) year agreement (13822) with Rhino Environmental, Inc. for fuel testing services, with a total contract value of $60,000. On September 21, 2024, Kern Medical entered Amendment No. 1 (7334) extending the agreement from September 21, 2024 through September 20, 2027, and increasing the maximum payable by $20,000 from $60,000 to $80,000. Proposed Amendment No. 2 will increase the maximum payable by $55,000, from $80,000 to $135,000, to cover the costs of services for the remainder of the term.

Agreement	Previous Agreement	Proposed Increase	Variance
Original Agreement 39922	$60,000		
Amendment No. 1	Extend to 9/20/27 and increase $20,000		
Amendment No. 2		**Increase $55,000**	
		Total	$135,000

Therefore, it is recommended that your Board approve proposed Amendment No. 2 to the Personal/Professional Services Agreement with Rhino Environmental, Inc., increasing the maximum payable by $55,000, from $80,000 to $135,000, to cover the costs of services for the remainder of the term; and authorize the Chairman to sign.

AMENDMENT NO. 2
TO
PERSONAL/PROFESSIONAL SERVICES AGREEMENT
(Kern County Hospital Authority–Rhino Environmental, Inc.)

THIS AMENDMENT TO AGREEMENT, effective November 18, 2026, is between the Kern County Hospital Authority, a local unit of government ("KCHA"), which owns and operates Kern Medical Center ("KMC"), and Rhino Environmental, Inc. ("Consultant") with its principal place of business located at 9530 Hageman Road #B324, Bakersfield, California 93312.

WITNESSETH:

WHEREAS, KCHA and Consultant entered into a Personal/Professional Services Agreement dated September 21, 2021 (KCHA Agt. #13822) and Amendment No. 1 (KCHA Agt. #73324) ("Agreement"), for the period September 21, 2021 through September 20, 2027; and

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

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

___ **Term**. The Agreement shall be extended from __to __, unless sooner terminated as provided for in the Agreement.

_X_ **Fees** payable by KCHA under the Agreement shall increase by $55,000, from $80,000 to $135,000.

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

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

___ **Other**.

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

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement has been executed as of the date indicated above.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman, Board of Governors
"KCHA"

Date: _____

RHINO ENVIRONMENTAL INC.

By _____
Name:
Title:
"Consultant"

Date: 10/16/26

APPROVED AS TO CONTENT:
Responsible KCHA Department

By _____
Scott Thygerson, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:
Legal Services Department

By _____
Hospital Counsel
Kern County Hospital Authority

Date: 10/6/26

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BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Proposed Nonstandard Terms and Conditions of Precision Medical

Recommended Action: Authorize Chairman to sign; Authorize Chief Executive Officer to sign future Purchase Agreements upon Approval as to Form by Counsel

Summary:

Kern Medical requests your Board approve the nonstandard terms and conditions of Precision Medical for the purchase of Respiratory Care Equipment, including parts and services, for a period of one year, in an amount not to exceed $10,000. Approving the proposed terms and conditions establishes direct vendor sourcing for suction and respiratory equipment parts and services, eliminating third-party markups. Additionally, unit cost is reduced on replacement components, contract service rates are lower, and procurement is streamlined.

Counsel is unable to approve the terms as to form because they are the modified terms and conditions of the vendor. The nonstandard terms include terms included limited liability, governing law of Pennsylvania among other nonstandard terms. Despite attempts to negotiate the vendor was unwilling to engage.

Therefore, it is recommended that your Board approve the approve the nonstandard terms and conditions of Precision Medical for the purchase of Respiratory Care Equipment, including parts and services, for a period of one year, in an amount not to exceed $10,000, authorize the Chairman to sign; and authorize Chief Executive Officer to sign future Purchase Agreements upon approval as to form by counsel.

PrecisionMedical

PRECISION MEDICAL, INC.

SALES ORDER TERMS & CONDITIONS

1. DEFINITIONS. The Seller is Precision Medical, Inc., a Pennsylvania corporation, and the Purchaser is identified in the Seller's Quote or Customer Order Acknowledgement. The equipment is the products/equipment identified in the Seller's Quote or Customer Order Acknowledgement.

2. EFFECT OF TERMS AND CONDITIONS. Purchaser's order is an invitation to Seller to offer the sale of equipment in accordance with these Terms, and such offer shall be reflected in a Customer Order Acknowledgement, upon acceptance of Purchaser, will constitute the agreement between Purchaser and Seller. No waiver, alteration or modification of, or addition to, any of the provisions hereof or of Seller's Quote or Customer Order Acknowledgement (whether incorporated in Purchaser's order or elsewhere) shall be binding upon Seller unless agreed to in a writing signed by an officer of Seller. Purchaser's acceptance shall be conclusively demonstrated by submission of a purchase order, payment of a deposit, acceptance of delivery or other action indicating Purchaser's intent to be bound. Seller agrees to sell and deliver the equipment to Purchaser on the express conditions that: (a) Purchaser accepts these Terms without reservation; (b) these Terms constitute the complete and exclusive agreement between Purchaser and Seller relating to the subject matter hereof; and (c) Seller is not bound by any provisions, printed or otherwise, varying from or supplementing these Terms that may appear in any purchase order or other document of Purchaser.

3. CREDIT/PAYMENT. Payment is due at time of order unless otherwise stated in the Quote or Customer Order Acknowledgement. All International transactions are pre-pay, unless otherwise stated on the Distribution Agreement. Where customer has been approved for 30 day net terms, accounts not paid when due shall bear interest at the rate of One and one-half (1-1/2%) percent per month until paid. Seller reserves the right at any time to suspend credit or to change credit terms when, in Seller's sole opinion, the financial condition of Purchaser so warrants. Failure to pay invoices when due shall (at Seller's option) accelerate the due date of any and all unpaid invoices; and, Seller may withhold deliveries until Purchaser's account has been fully paid. Purchaser will pay all bank fees, whether related to wire transfers, currency conversion, returned checks, or otherwise.

4. TOOLING. Specially designed tools and dies for which Seller makes a separate charge shall remain the exclusive property of Seller, and may not be removed by Purchaser. Seller will use reasonable efforts to maintain such tooling as long as needed to supply parts to Purchaser without further charge and will not permit use by or for parties other than Purchaser without Purchaser's consent.

5. QUOTATIONS. Prices are subject to review and adjustment by Seller due to lapse of time or Purchaser's order changes. Seller reserves the right to correct clerical or typographical errors without penalty or liability.

6. CANCELLATION. Purchaser may submit written request for cancellation, change or reduction in amount, or suspension of deliveries related to an order. Upon receipt of such a request, Seller will notify Purchaser of (i) acceptance of the request, (ii) rejection of the request because shipment has occurred, or (iii) conditional acceptance, subject to Purchaser paying a restocking fee of 25% of the order amount, for custom goods.

7. SELLER'S LIMITED WARRANTY. Seller warrants any new equipment sold by it to be free from material defects in material and workmanship for the time period stated in the applicable product manual. Any repairs or replacement parts not authorized by Seller shall void the warranty. Purchaser's sole remedy for any such defects in new equipment shall be refund, repair or replacement (at Seller's option) of such parts as are determined by Seller to be defective. For any equipment, materials or components not manufactured by Seller, Seller makes no warranties with respect thereto, but agrees to assign to Purchaser any manufacturer warranties to the extent possible. Notwithstanding anything herein to the contrary, Seller shall have no liability for alleged defects with the equipment which are not specified in written notice from Purchaser to Seller within the applicable warranty period and only then if Purchaser has paid for the equipment and otherwise fulfilled its obligations to Seller, excluding wearing parts. Wearing parts shall not be the responsibility of Seller in any event. Seller shall not be responsible for repair or replacement of items which have been subject to neglect, accident, or improper storage or use, or which have been altered by other than personnel authorized by Seller. Also, Seller shall not be responsible for damages, injuries or death caused as a result of incorrectly assembled parts or devices that have been assembled by personnel not authorized by Seller.

8. LIMITATION OF LIABILITY AND REMEDY. THE EXPRESS WARRANTIES OF SELLER CONTAINED IN THESE TERMS ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. THE WARRANTY REMEDY PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER HEREUNDER, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES ARE EITHER CAUSED BY OR RESULT FROM THE NEGLIGENCE OF THE SELLER OR ITS MANUFACTURER. IN ANY EVENT, SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT AND/OR MATERIALS WITH RESPECT TO WHICH LIABILITY IS CLAIMED, WHETHER OR NOT THE CLAIM IS BASED ON NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. Neither Seller's representatives, distributors nor retailers are authorized to offer any warranty (oral or written) concerning the equipment, and Purchaser should not rely on any such statements. Anything herein to the contrary notwithstanding, any action for alleged breach by Seller of the contract between the parties, including but not limited to any action for breach of the warranties herein set forth, shall be barred unless commenced by Purchaser within one (1) year from the date such cause of action accrued.

9. DAMAGE AND INJURY. Purchaser will notify Seller within ONE (1) DAY of any accident or incident involving equipment which results in property damage, injury or death. Purchaser

agrees to release, defend, indemnify and save Seller harmless from any claims, liability or expenses (including attorneys' fees) for property damage, injuries or death where safe and prudent procedures in connection with the use of said equipment have not been followed by Purchaser, failure of Purchaser to give proper warnings or instructions or Purchaser had otherwise been negligent or in breach of contract. Purchaser is responsible and agrees to maintain traceability of all products purchased and sold, and assist in any recall actions taken by Seller.

10. TAXES. The prices quoted do not include any federal, state or local taxes. Purchaser is responsible for paying any such taxes and shall reimburse Seller for all taxes, VAT, excises, duties, license fees or other charges which Seller may be required to pay pursuant to the production, use, sale or transportation of the equipment.

11. DELIVERY; RISK OF LOSS. Seller will not be liable for any damages for failure to deliver equipment or materials within a stipulated or requested time, but will use its best efforts to make delivery within such time. Unless otherwise indicated hereon, shipment may be made by the method or carrier deemed most desirable by Seller. Risk of loss to the equipment shall pass to Purchaser when such equipment has been delivered to the carrier for shipment. Title shall pass to Purchaser upon payment in full. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of an installment shall not relieve Purchaser of the obligation to accept remaining deliveries. Any claims by Purchaser for erroneous charges, deficiencies or imperfections must be made within thirty (30) days of the date of invoice; otherwise, such claims are deemed waived. No equipment may be returned to Seller without prior written authorization.

12. FREIGHT AND HANDLING. The listed prices are FOB Seller's Northampton, Pennsylvania facility [INCOTERMS 2010]. Costs for crating, as determined by Seller according to destination and carrier requirements, are additional and shall be paid by Purchaser. Notwithstanding any agreement to pay freight, delivery of equipment to a carrier shall constitute delivery to Purchaser and be determinative of the date and time of shipment and all risk of loss or damage in transit shall be borne by Purchaser. If the Purchaser fails to accept the goods from the carrier, the Seller shall nonetheless be entitled to payment from Purchaser. Seller may arrange for storage, with the risk and the cost, including insurance costs, to be borne by Purchaser (which will pay such amounts upon demand).

13. ETHICS. Purchaser will uphold the highest ethical standards and is aware of, and agrees to fully comply with and to cause its agents and employees to comply with, the US Foreign Corrupt Practices Act and other laws dealing with bribery of government officials. Further, Purchaser shall not alter, rebrand or otherwise re-label products, and shall not resell any products purchased through any website domains without an executed Internet Reseller Agreement.

14. CHANGES IN COMPONENTS. Seller reserves the right in its sole discretion to substitute components of the equipment, provided the operation of the equipment is not adversely affected thereby. Seller reserves the right to discontinue the manufacture of any equipment or to change materials, design or specifications without prior notice.

15. CREDIT. Seller reserves the right, at any time, to revoke any credit extended to Purchaser because of failure to pay for any equipment or materials when due or for any other reason deemed good and sufficient by Seller and in such event, all subsequent shipments shall be paid for prior to or at delivery at Seller's option.

16. INDEMNITY. Seller or its affiliates may from time to time come to Purchaser's premises for purposes such as training, installing/servicing equipment, etc. Except for losses caused directly by the gross negligence or willful misconduct of Seller while on the premises, Seller shall not have any liability to Purchaser or any third parties arising out of their presence or activities on the said premises; and, Purchaser agrees to release, defend, indemnify and hold harmless Seller for all such losses or claims. Further, Purchaser shall release, indemnify, defend and hold Seller harmless from and against all claims, suits, judgments, costs, losses, expenses (including attorneys' fees) and liabilities arising from or related to infringement (actual or claimed) of patents, copyrights or trademarks arising for compliance with Purchaser's design, specifications or instructions and the fulfillments of Purchaser's order, as well as from any breach by Purchaser of these Terms.

17. BINDING EFFECT; ASSIGNMENT. These Terms shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns; however, Purchaser shall not assign its rights or duties hereunder (by operation of law or otherwise) without the prior, written consent of Seller. Purchaser represents and warrants that it has not purchased any special materials, employed additional services or incurred other expenses in reliance on its contract with Seller. Any such expenses require the prior written consent of Seller. Purchaser agrees that the Terms are fair and reasonable, and will not cause any hardship to Purchaser. Seller is not responsible for any costs incurred by Purchaser in fulfilling Purchaser's duties under this Agreement or caused by lawful termination of the contract.

18. NOTICES. Any notice or request to be given shall be in writing in the English language and shall be deemed to have been duly given on the date of delivery if delivered personally, by telefacsimile or electronic mail (with confirmation of receipt in either case), or by recognized overnight international courier on the party to whom such notice or request is to be given, to the last known address for such party or such other address as directed in writing from time to time.

19. SEVERABILITY. If any provision of this Agreement or the application thereof to any party or circumstance be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other parties or circumstances will not be affected thereby, and to this end the provisions of this Agreement are declared to be severable.

20. HEADINGS. The headings contained in these Terms are for the convenience of reference only and shall not constitute a part hereof or define, limit or otherwise affect the meaning of any of the terms or provisions hereof. These Terms, the Quote, Customer Order Acknowledgement and the other contract documents incorporated therein constitute the entire agreement between the parties and merge all prior discussions and negotiations between them, and neither of the parties shall be bound by any conditions, understandings or representations with respect to the subject matter hereof other than as expressly stated in the contract documents.

21. PROPERTY RIGHTS. Purchaser shall acquire no right, title or interest in any tangible or intangible property, patent, copyright, trademark or other intellectual property of Seller, including those related to the equipment and materials. Purchaser may not use the name or any mark of Seller without its prior, written consent, which may be withheld or withdrawn at Seller's sole discretion.

22. FORCE MAJEURE. If either party shall be delayed, hindered, interrupted in or prevented from the performance of any of its obligations hereunder (other than obligations to pay monies) by reason of force majeure (**"Force Majeure"**), including, without limitation, earthquake, flood or other acts of God, fire, explosion, war (declared or undeclared), warlike conditions, embargo, public disaster, riots, strike or labor differences, unavailability of materials or transportation facilities, wrecks, order of, or failure to issue or continue in effect any necessary permits by, any governmental authority, or any other action beyond such party's reasonable control, such party shall not be liable to the other party, therefor, and the time for performance of such obligation shall be extended for a period of time equal to the duration of the contingency which occasioned such delay, hindrance, interruption or prevention. The party invoking such Force Majeure rights under this Paragraph (the **"invoking party"**) shall notify the other party within fifteen (15) days after the occurrence of the Force Majeure, unless such Force Majeure shall render such notification impossible, in which case such notification shall be made as soon as reasonably possible. If the delay resulting from such Force Majeure shall last three (3) consecutive months, the parties hereto shall consult with one another in good faith to find an appropriate solution. If the non-invoking party hereto shall determine in good faith based on such consultation that it will not be possible for the invoking party to fulfill its obligations under this Agreement within a reasonable period of time, the non-invoking party shall have the right to terminate this Agreement, in which event the provisions of Paragraph 24 hereof shall govern.

23. EXPORT COMPLIANCE. Purchaser will not export or re-export, directly or indirectly, any equipment, materials or technical data (as defined by the U.S. Export Administration regulations, or their successors) to a destination to which such export or re-export is restricted or prohibited by U.S. or non-U.S. law without obtaining prior authorization from the U.S. Department of Commerce and/or other competent government agencies to the extent required by law; or export or re- export, directly or indirectly, any equipment, materials, component or product of such technical data, including software, to a destination to which such export or re-export is restricted or prohibited by U.S. or non-U.S. law without obtaining prior authorization from the U.S. Department of Commerce and/or other competent government agencies to the extent required by law. All export sales require a Distribution Agreement and a Distribution Quality Agreement.

24. GOVERNING LAW. This transaction shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to choice of law provisions and excluding the U.N. Convention on Contracts for the International Sales of Goods. The parties consent to the exclusive jurisdiction of the courts of Pennsylvania or US federal courts therein in any litigation that arises from, or is related to, these Terms. Purchaser agrees to pay all of Seller's collection and other costs and expenses, including reasonable attorneys' fees. The parties' agreement shall be written in the English language with no enforceable counterparts in any other language.

PrecisionMedical

Purchaser waives any right it may have under the laws of any territory to have the parties' agreement written in the native language or any language other than English.

Company Name (Printed): _____

Authorized Purchasing Agent (Printed): _____

Signature of Authorized Purchasing Agent: _____
6/8/2026

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Phillip Jenkins .
Kern County Hospital Authority

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BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Proposed retroactive Government Obligation Contract and Certificate of Occupancy to Agreement 153-2026 with KS StateBank

Recommended Action: Approve; Authorize Chief Executive Officer to Sign

Summary:

Kern Medical requests your Board retroactive approve the Government Obligation Contract and Certificate of Occupancy to Agreement 153-2026 with KS Bank. On October 21, 2026 your Board approved the Financial Agreement with KS StateBank for the purchase of SIGNA™ Voyager 49-ch Mobile System with Fixed Table MRI from GE Precision Healthcare ("GE"). The proposed contract is effective October 8, 2026 through October 7, 2031.

The proposed Government Obligation Contract is not approved as to form by Counsel as it contains nonstandard terms. Those nonstandard terms include continued payment in the best event equipment becomes inoperable or damaged. The proposed Agreement also includes a provision that Kern Medical must do all within its capabilities to appropriate funds in each of its annual budgets to provide for payment of the financing agreement.

Therefore, it is recommended that your Board retroactively approve the proposed Government Obligation Contract and Certificate of Occupancy to Agreement 153-2026 with KS StateBank, effective October 8, 2026 through October 7, 2031; and authorize the Chief Executive Officer to sign.

INCUMBENCY CERTIFICATE

RE: Government Obligation Contract dated as of October 08, 2026, between Kern County Hospital Authority (Obligor) and KS StateBank (Obligee)

I, the undersigned, DO HEREBY CERTIFY that, I am a duly qualified and acting officer of the Obligor and currently hold the position noted next to my signature and that I have all authority necessary to execute the above referenced Contract on behalf of the Obligor.

PRINTED NAME &	TITLE	SIGNATURE
Alton Scott Thygerson	Chief Executive Officer	X

I, the undersigned Board Coordinator (title) of the Obligor, further certify that the persons who signed directly above are duly qualified and acting officers of the Obligor, and that the persons are now serving in the official capacity as set forth above and that these signatures are genuine.

X
Signature

Mona Allen
Printed Name

Board Coordinator
Title

10/6/26
Date

GOVERNMENT OBLIGATION CONTRACT

Obligor
Kern County Hospital Authority
1700 Mount Vernon Ave
Bakersfield, California 93306

Obligee
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of October 08, 2026

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

(n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.

(o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both and Obligor mutually agree to utilize an Escrow Account, then immed llowing the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall t ct only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of $N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

Section 3.03 Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to the Equipment, there is substantial interference with the use and possession by Obligor of the Equipment, the Contract Payments due under the Contract with respect to the Equipment shall be abated proportionately in whole or in part. Obligor shall immediately notify Obligee upon the occurrence of any event causing substantial interference with Obligor's use and possession of the Equipment and such notice shall be provided prior to the abatement of any Contract Payments. The amount of abatement shall be such that the remaining rental obligation represents fair consideration for Obligor's use and possession of the Equipment, or portions thereof, not substantially interfered with, and end on the earlier of the date on which the use and possession of the Equipment is restored to Obligor or the date on which Obligor uses the Net Proceeds of insurance or a condemnation awards to pay the Contract Payments or the applicable Purchase Option Price. In the event of any such interference, this Contract and the related abatement agreement shall continue in full force and effect. To the extent allowed by law, Obligor waives the benefits of Civil Code Section 1932 and any and all other rights to terminate this Contract and the related Abatement agreement by virtue of any interference with the use and possession of any Equipment, although such waiver shall not constitute a waiver of abatement of Contract Payments, as set forth in this section.

Section 3.04 Contract Payments Unconditional. Except as provided in Section 3.03, the obligation of Obligor to make Contract Payments or any other payments required hereunder shall be absolute and unconditional in all events. NOTWITHSTANDING ANY DISPUTE BETWEEN OBLIGOR AND OBLIGEE OR BETWEEN OBLIGOR AND VENDOR OR ANY OTHER PERSON, OBLIGOR SHALL MAKE ALL CONTRACT PAYMENTS AND OTHER PAYMENTS REQUIRED HEREUNDER WHEN DUE AND SHALL NOT WITHHOLD ANY CONTRACT PAYMENT OR OTHER PAYMENT PENDING FINAL RESOLUTION OF SUCH DISPUTE NOR SHALL OBLIGOR ASSERT ANY RIGHT OF SET-OFF OR COUNTERCLAIM AGAINST ITS OBLIGATION TO MAKE CONTRACT PAYMENTS OR OTHER PAYMENTS REQUIRED HEREUNDER. Obligor's obligation to make Contract Payments or other payments shall not be abated on account of failure of the Equipment to perform as desired or obsolescence of the Equipment and shall not be abated through accident or unforeseen circumstances except as provided in Section 3.03.

Section 3.05 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.06 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

Section 3.07 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

Appropriation of Money

Section 4.01 Appropriation. The person or entity in charge of preparing Obligor's budget will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year with respect to the Contract, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay all such Contract Payments coming due therein. The covenants on the part of Obligor contained in this Contract, including the covenant to budget and appropriate amounts necessary to make Contract Payments, shall be deemed to be duties imposed by law, and it shall be the duty of each and every public official of Obligor to take such action and do such things as required by law in the performance of the official duty of such officials to enable Obligor to carry out and perform the covenants and contracts in this Contract. This Contract and each abatement agreement represent a firm contract and not a non-appropriation contract.

Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both casualty insurance, liability insurance and rental interruption and loss of use and occupancy insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor shall maintain or cause to be maintained at its expense throughout the Contract, rental interruption insurance against loss of use of the Equipment or portions thereof with coverage equal to the maximum total Contract Payments payable under the Contract by Obligor for any consecutive 24-month period. The policy shall insure against abatement of Contract Payments payable by Obligor resulting from Obligor's loss of use of the Equipment or any substantial portion thereof and caused by any and all perils, either insured or uninsured, including acts of God. The Net Proceeds of such insurance shall be payable to Obligee in amounts proportionate to Obligor's loss of use of the Equipment and the corresponding rental abatement, if any, and shall supplement Contract Payments made by Obligor, if any, during the period in which Obligor's use and occupancy of the Equipment is being restored in sufficient amounts to make Obligee whole.

(d) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(e) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occursand only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B, other than by reason of abatement as provided under Section 3.03.

(b) Failure by Obligor to maintain any of the insurances as required under section 5.01.

(c) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(d) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(e) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(f) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(g) Obligor admits in writing its inability to pay its obligations.

(h) Obligor defaults on one or more of its other obligations.

(i) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) Obligee, with or without terminating this Contract, may collect each installment of Contract Payments as it becomes due and payable with respect to the Equipment in accordance with Exhibit B to the end of the Contract Term.

(b) Obligee, with or without terminating this Contract, may repossess any or all of the Equipment by giving Obligor written notice to deliver the Equipment to the location designated by Obligee. In the event Obligor fails to do so within ten (10) days after receipt of such notice, Obligee may enter upon Obligor's premises where the Equipment is kept and take possession of the Equipment and charge Obligor for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Obligor hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Obligor shall pay the applicable Purchase Option Price of the damaged or destroyed Equipment as set forth in the Contract Payment Schedule. Notwithstanding the fact that Obligee has taken possession of the Equipment, Obligor shall continue to be responsible for the Contract Payments with respect thereto as and when such Contract Payments become or would have become due and payable.

(c) If Obligee, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Obligee shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; and (iv) the balance of any Contract Payments with respect thereto as and when such Contract Payment would become due and payable. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv) have been met shall be paid to Obligor.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts and Electronic Signatures. This Contract may be simultaneously executed in several counterparts, including electronically, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Kern County Hospital Authority

X

Signature

Alton Scott Thygerson Chief Executive Officer

Printed Name and Title

KS StateBank

Abbi Redding for

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

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BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

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 October. 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
November 18, 2026

Agreement	Description
Drager	For the repair and maintenance of a jaundice meter. Cost of repair is a third of the cost of a new machine.
IntegraLink/CereLink	Renewal of service agreement with Cerelink ICP Monitor System, (equipment that continuously monitors intracranial pressure), to ensure continued service, support and preventative maintenance.
Nihon Kohden	Nihon Kohden America provides patient monitoring systems, ventilation equipment, neurology solutions and related medical devices and services.

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BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Report on health care services provided by Kern Medical at adult jail and juvenile detention facilities owned and operated by the County of Kern

Recommended Action: Receive and File

Summary:

This report will provide your Board information about the contracted health care services provided by Kern Medical to the County of Kern. The information includes locations, programs, services, and enhancements made at the county's jail facilities. The Hospital Authority provides exceptional care for both incarcerated adult and juvenile patients, while partnering with the County of Kern to meet medical needs and public safety.

Correctional Medicine Services Overview



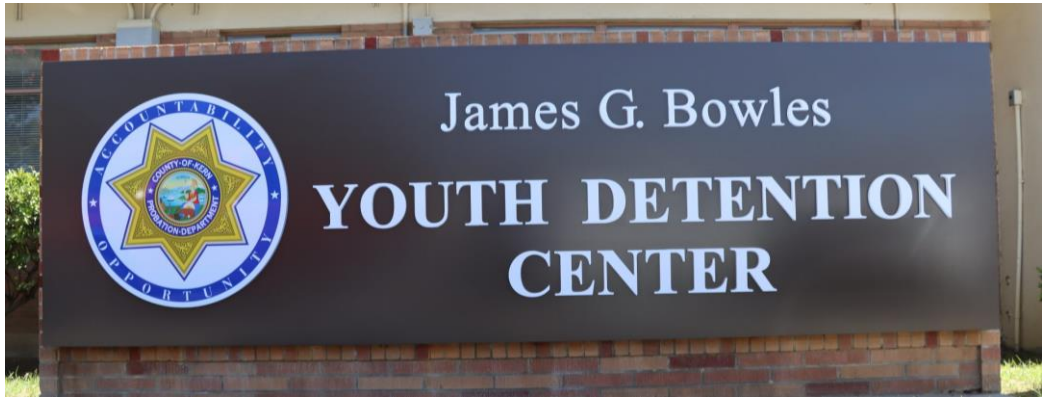
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Correctional Medicine

Juvenile Services

Locations

- Juvenile Hall – receiving center for all youth



- Camp Owens (long term commitment facility, Lake Isabella)



- Crossroads (longer term commitment facility for males up to age 25, Lerdo Highway)



- Pathways (reduce recidivism for females, at Juvenile Hall campus)

Programs at Juvenile Hall

- Nurse practitioner who visits all locations weekly who provides…
  - Primary care
  - Preventive medicine services
  - Referrals to specialty services
- All medications organized for Med Pass 24/7 365 by RNs on site
  - Probation is provided education on Med Pass
- MAT program through our Addiction Medicine program
- Immunizations (vaccines for children)
- Family planning and female health
- Organize all outside doctor's appointments for insured and uninsured patients (primary care and specialty services)

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Correctional Medicine

Adult Services

NCCHC Guidelines

- Our goal is to meet all standards of the NCCHC (National Commission on Correctional Health Care)
- Correctional Medicine Leadership:
  - Renee Villanueva, Chief Ambulatory and Outreach Officer
  - Margaret Johnson, MSN Clinical Director Correctional Medicine
  - Our correctional medicine supervisors are licensed PharmDs and RNs
  - Dr. Sarah Gonzalez, Addiction Medicine Fellowship Program Director, Division Chief of Addiction Medicine, Addiction Medicine Director for Correctional Medicine, CCHP-P, Director of Shelter & Street Medicine

  We currently meet all NCCHC guidelines and are considering undergoing voluntary NCCHC accreditation with the Sheriff's Department.

Medical Staff

- A designated physician responsible for correctional medicine services
- Four full-time nurse practitioners and two per diem nurse practitioners
- Support staff include registered nurses (RNs), licensed vocational nurses (LVNs), medical assistants (MAs), and clerical staff
- Dentist
- Dental assistant
- Radiology technician
- Four physicians provide medication-assisted treatment (MAT)

Intake

Every person received at Lerdo undergoes an intake evaluation, including:

- A comprehensive medical assessment for chronic and acute illnesses
- Gauge stability of the individual for placement
- Screen for withdrawal / ETOH or opioid abuse
- Mental health screening and suicide risk assessment
- ADA needs
- Dietary needs
- Dental screening
- Scheduling for mental health and any follow-up the individual may need

Post-Booking Services

CALAIM Intervention

- All patients are screened for MediCal services.
- We verify eligibility
- We offer MediCal services
- We offer CALAIM education at Lerdo and Justice

Post-Booking Wellness Check

- 7-14 day wellness check for all patients
- Verify all information received at intake to ensure patient is receiving all medications and services required
- All patients screened for public health diseases/conditions
- If necessary, schedule any specialty services

Aggressive Vaccination Program

Ambulatory Services

- Ambulatory clinics provide preventive and specialty care five days a week
- Nurses are available daily to assess patients, address concerns early, and help prevent avoidable transfers to the emergency department
- Patients are seen in the clinic when they need further evaluation or treatment
- Radiology services at Justice and Pre Trial
- Laboratory Services – General Population

Dental Services

Enhanced dental services

- Education for preventive dental health
- Dental exams
- Acute dental needs
- Restorative dental care
- Refer to higher-level dental care as needed

Telemedicine Services

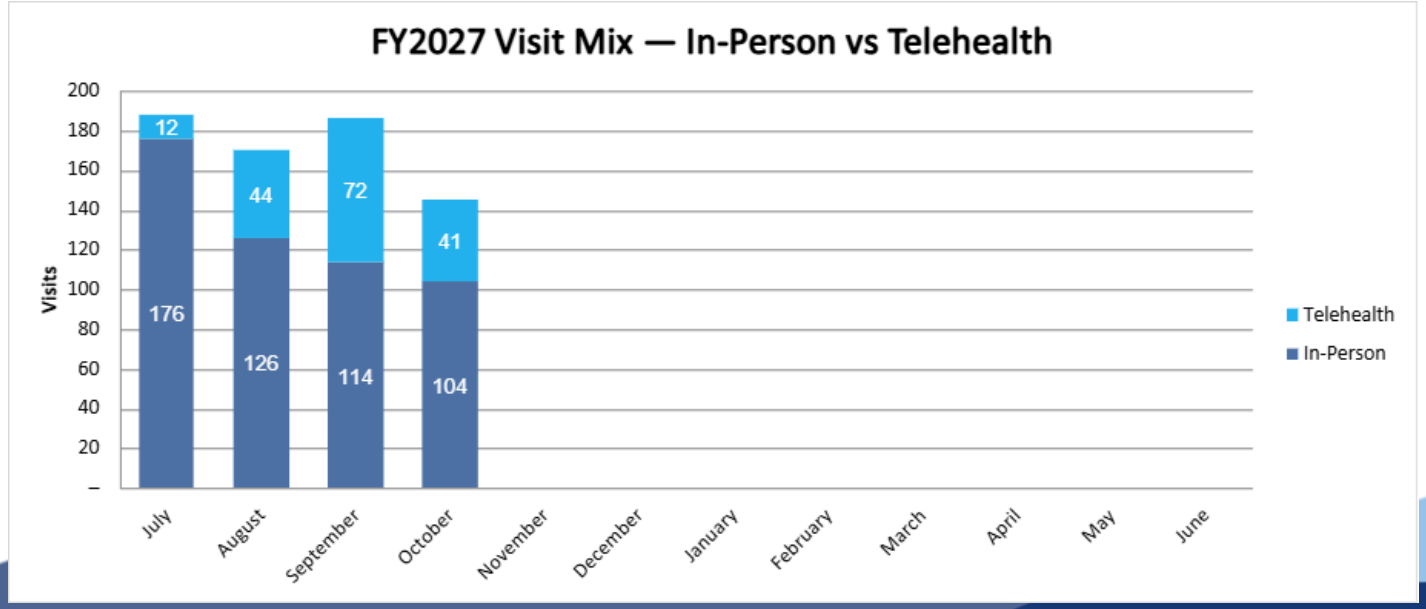
First visits are to establish care with specialists, then transition to telehealth.

- Starting with subspecialty services:
  - Pain Management
  - Pulmonary Medicine
  - Infectious Disease
  - Rheumatology
  - Endocrinology
  - Oncology

Telehealth Quality Improvement Dashboard

FY2027 Visits to Date	Telehealth Visits to Date	Telehealth Share to Date	Months Reported	YoY Visits, Matched Months
689	169	24.5%	4	-0.3%

Month	FY2026 — Baseline			FY2027 — Telehealth			Year-over-Year	
	In-Person	Telehealth	Total Visits	In-Person	Telehealth	Total Visits	Total Visits % Change	Telehealth % of Visits
July	195	–	195	176	12	188	-3.6%	6.4%
August	167	–	167	126	44	170	+1.8%	25.9%
September	163	–	163	114	72	186	+14.1%	38.7%
October	166	–	166	104	41	145	-12.7%	28.3%
November	145	–	145					
December	183	–	183					
January	168	–	168					
February	159	–	159					
March	169	–	169					
April	191	–	191					
May	154	–	154					
June	165	–	165					
Total	2,025	–	2,025	520	169	689	-0.3%	24.5%



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Withdrawal Protocol

- Very proactive CIWA, COWS* (Active withdrawal)
- Biometric bracelets provided by Sheriff's Department that we have integrated into Care Plans
- Anyone showing symptoms or signs of withdrawal are visited twice daily
- Automatically referred to MAT program
- (All patients on withdrawal protocol are eligible for CALAIM and referred)

*CIWA: Clinical Institute Withdrawal Assessment for Alcohol

COWS: Clinical Opiate Withdrawal Scale

MAT Clinic

MAT = Medication Assisted Treatment

- Now available at Lerdo four times a week
- Telemedicine MAT PharmD Clinic
- Educate patients on MAT

Pharmacy Services

- On-site licensed pharmacy
- Pharmacists and pharmacy techs on site
- All medication is bubble-packed and delivered to nursing for Med Pass
- Medication verification and drug interactions provided by pharmacy
- Pharmacy provides 30-day supply of medications upon release

Additional Services to Enhance Correctional Medicine

Infirmary Services

- 14 beds at Justice Facility for patients transitioning from the hospital - Skilled nursing level of care
- 17 beds at Pre Trial for patients transitioning from the hospital -Skilled nursing level of care
- Administration of IV antibiotics and fluids
- Blood draws
- Tube feeding and management
- Ostomy care, including colostomy care
- Wound Care

Provide Suicide watch for Behavioral Health – Monitor patients overall condition and coordinate with Behavioral Health for disposition

- 12 Suicide watch cells Justice
- 2 Safety Cells Justice
- 7 Suicide watch cells Pre Trial
- 2 Safety Cells Pre Trial

Additional Services to Enhance Correctional Medicine

DUI Blood Draws

- Now providing DUI Blood Draws at Lerdo instead of waiting at the ER
- Frees up law enforcement resources
- CHP, BPD, Shafter, Delano, and all County Law Enforcement / Probation have been informed

Community Partnerships / Mobile Clinics

- Made partnerships with law enforcement, including Bakersfield Police and California Highway Patrol, with additional partnerships in discussion.
- Reduction in emergency room usage for intake

Enhanced ADA Assessment and Compliance and joint partnership with Kern County Sheriff's Department

Questions



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BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 18, 2026

Subject: Kern County Hospital Authority Chief Financial Officer Report – September 2026

Recommended Action: Receive and File

Summary:

Kern Medical Operations:

Kern Medical key performance indicators:

- Operating gain of $1,378,307 for September is $1,176,178 more than the September budget of $202,129 and $4,409,616 less than the $5,787,923 average over the last three months.
- EBIDA of $2,865,492 for September is $1,179,430 more than the September budget of $1,686,062 and $4,364,320 less than the $7,229,812 average over the last three months
- Average Daily Census of 184 for September is 9 more than the September budget of 175 and 7 more than the 177 average over the last three months
- Admissions of 973 for September are 105 more than the September budget of 868 and 39 more than the 934 average over the last three months
- Total Surgeries of 592 for September are 18 more than the September budget of 574 and 14 more than the 578 average over the last three months
- Clinic Visits of 26,127 for September are 3,757 more than the September budget of 22,370 and 2,351 more than the 23,776 average over the last three months

The following items have budget variances for the month of September 2026:

Patient Revenue:
Gross patient revenue has a 6% favorable budget variance for the month and a 3% favorable budget variance on a year-to-date basis. The favorable variance is mainly due to high patient volumes. Kern Medical expects strong patient census levels and consistently high gross patient revenue throughout FY 2027.

Indigent and Correctional Medicine Funding Revenue:
Indigent funding has an unfavorable budget variance for the month and on a year-to-date basis due to a conservative approach to recognizing indigent funding revenue. Throughout FY 2027, Kern Medical will recognize only 95% of the total projected revenue for the Voluntary Rate Range Program, the Medi-Cal Quality Assurance Fee Program, the Physician SPA Program, the Graduate Medical Education (GME) Program, and the AB915 Outpatient Supplemental Funding Program. Kern Medical will recognize 100% of the total projected revenue for the Medi-Cal waiver programs including the Global Payment Program (GPP), Enhanced Care Management (ECM), the Enhanced Payment Program (EPP), and the Quality Incentive Program (QIP).

Other Operating Revenue:
Other operating revenue is 25% under budget for the month and 9% under budget on a year-to-date basis. The unfavorable variance is mainly due to a less than the average amount of grant funding received for the month and year-to-date. Other operating revenue consists of items such as medical education funding, grant funding, Proposition 56 funding, and other miscellaneous non-patient related revenue. These items 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 over budget for the month and on a year-to-date basis. Other non-operating revenue consists of miscellaneous items such as revenue for providing out-of-network physician services. These miscellaneous items are not received consistently throughout the year. Therefore, the actual dollar amount recorded for this line item may fluctuate versus budget on a monthly basis and on a year-to-date basis.

Salaries Expense:
Salaries expense is 2% under budget for the month and 4% under budget on a year-to-date basis.

Benefits Expense:
Benefits expense is 2% under budget for the month and 4% under budget on a year-to-date basis.

Nurse Registry Expense:
Nurse registry expense is 15% under budget for the month and 21% under budget on a year-to-date basis. The overall use of nurses under contract was reduced with the intent to hire more nurses as Kern Medical employees.

Medical Fees:
Medical fees are 0.1% under budget for the month and 0.2% under budget on a year-to-date basis.

Other Professional Fees:
Other professional fees are 8% under budget for the month and 1% under budget on a year-to-date basis. The favorable variance is mainly due to a less than average amount of legal fees for the month and year-to-date.

Supplies Expense:
Supplies expense is 13% over budget for the month and 6% over budget on a year-to-date basis. The unfavorable year-to-date variance is due to higher-than-average pharmaceuticals costs and medical supplies costs.

Purchased Services:
Purchased services are 7% over budget for the month and 2% under budget on a year-to-date basis. The unfavorable variance for the month is primarily due to higher-than-expected software maintenance costs.

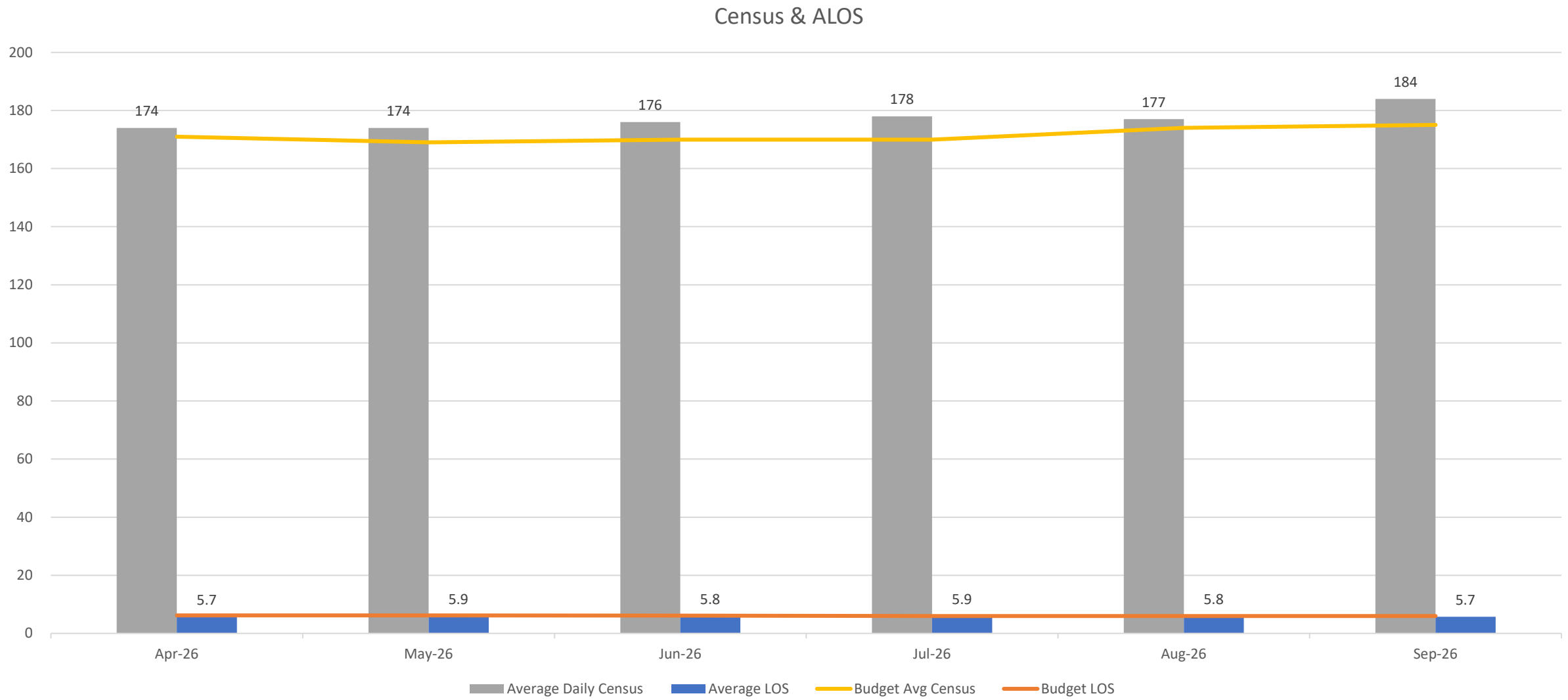
Other Expenses:
Other expenses are 3% over budget for the month and 12% over budget on a year-to-date basis. The unfavorable variance is due to higher-than-average expenses for repairs and maintenance and utilities expenses.

Interest Expense:
Interest expense is under budget for the month and year-to-date due. The monthly interest fluctuates depending on whether or not Kern Medical has borrowed against the credit line and depending on current interest rates.

Depreciation and Amortization Expense:
Depreciation expense is 10% under budget for the month and 12% under budget year-to-date. Amortization is 26% over budget for the month and 18% over budget on a year-to-date basis. The variance is due to higher-than-average amortization expense for right-of-use (ROU) capital leases and higher-than-average amortization expense for subscription-based information technology arrangement (SBITA) software. A change in the treatment of accounting for leases under GASB 87 was implemented in FY 2022. GASB 87 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. There is a corresponding decrease in lease expense under the other expenses section of the income statement that offsets the increases in amortization expense and interest expense. A change in the treatment of accounting for subscription-based software under GASB 96 was implemented by Kern Medical in 2023. The accounting treatment for subscription-based software under GASB 96 and its net effect financially is the same as for lease accounting under GASB 87 as described above.

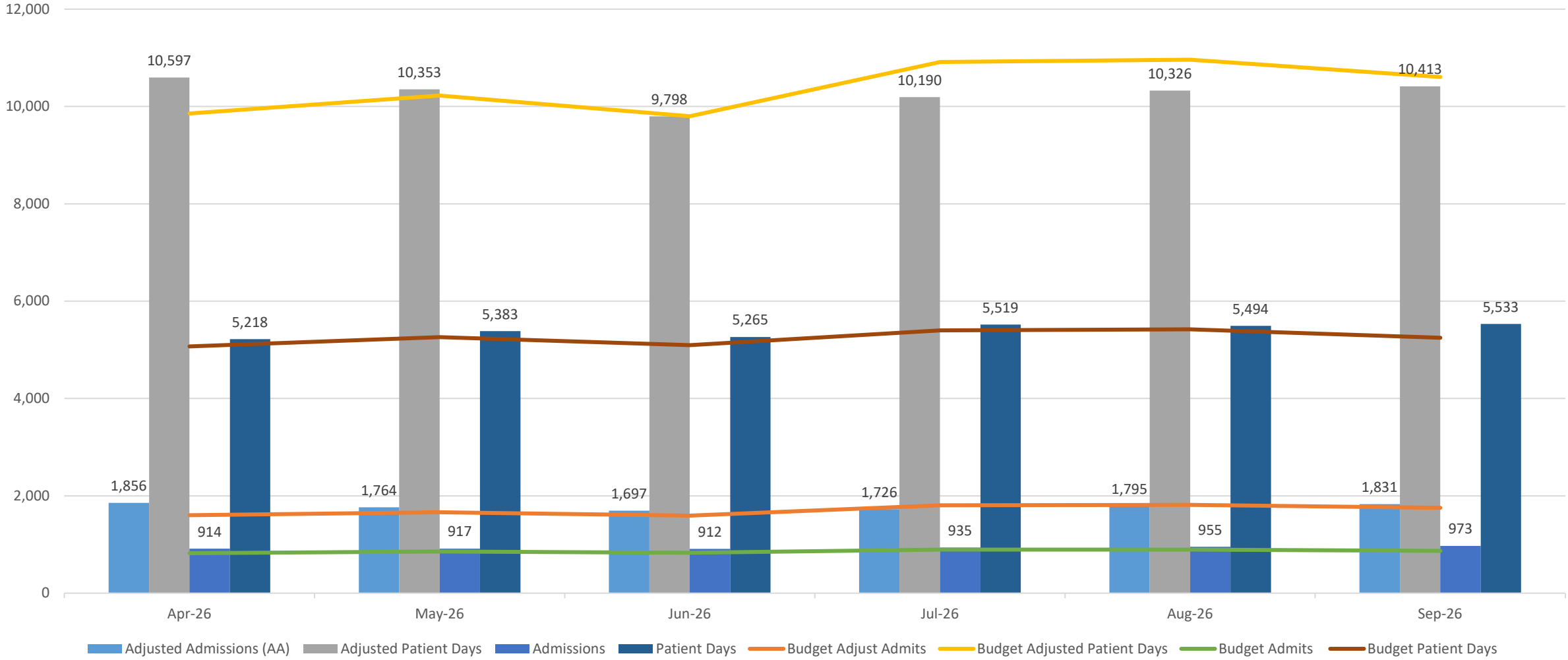
Board of Governors' Report

Kern Medical – September 2026

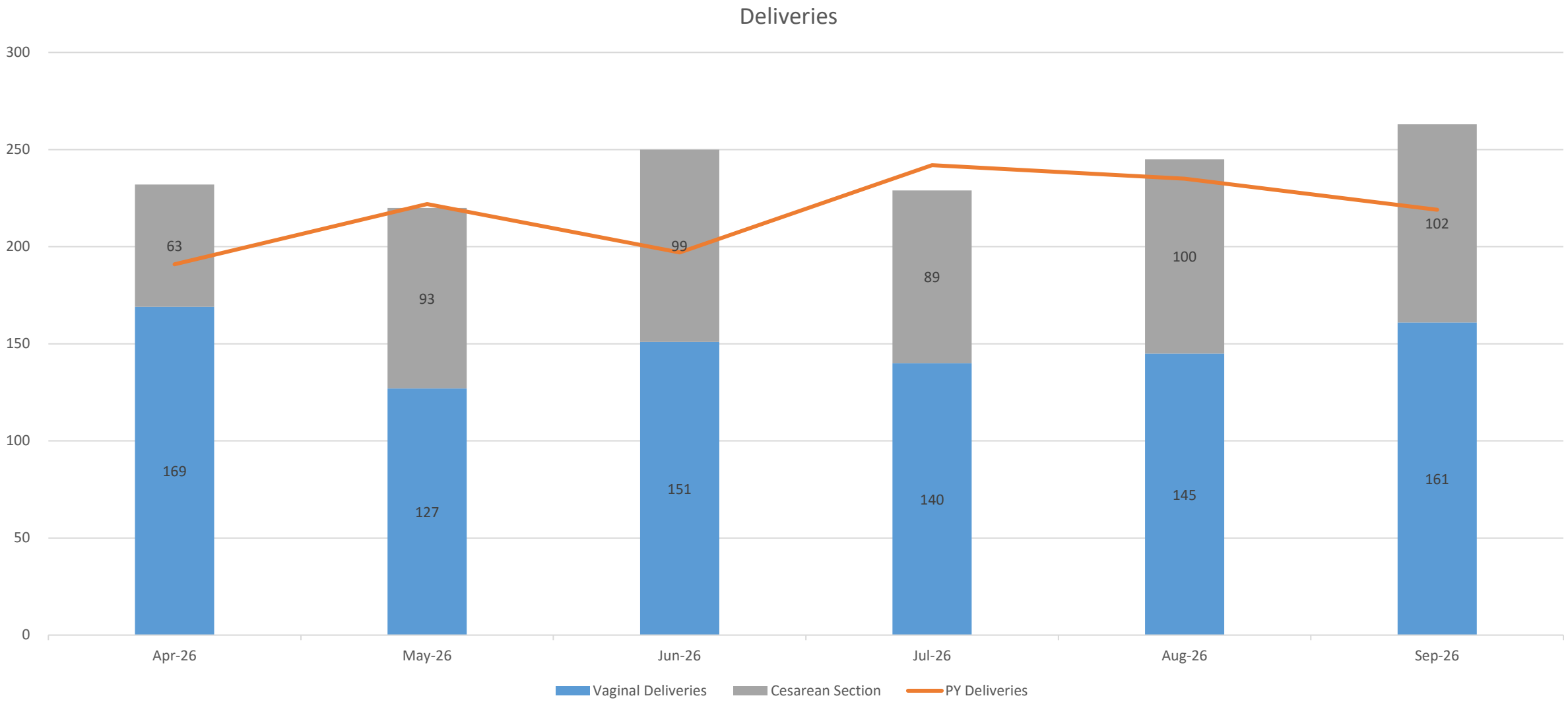

Census & ALOS
200
180
160
140
120
100
80
60
40
20
0
174
174
176
178
177
184
5.7
5.9
5.8
5.9
5.8
5.7
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Average Daily Census
Average LOS
Budget Avg Census
Budget LOS

Slide 2

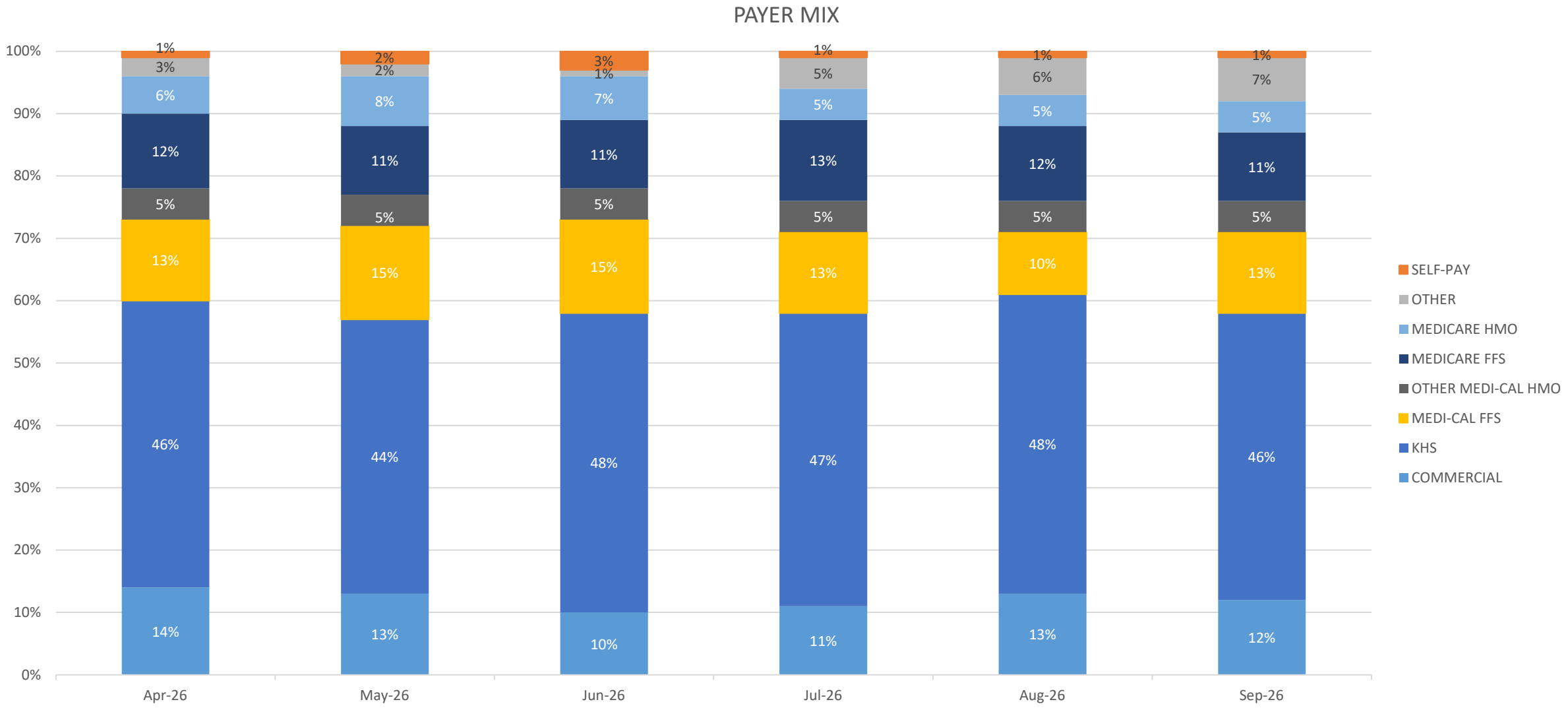
Hospital Volumes



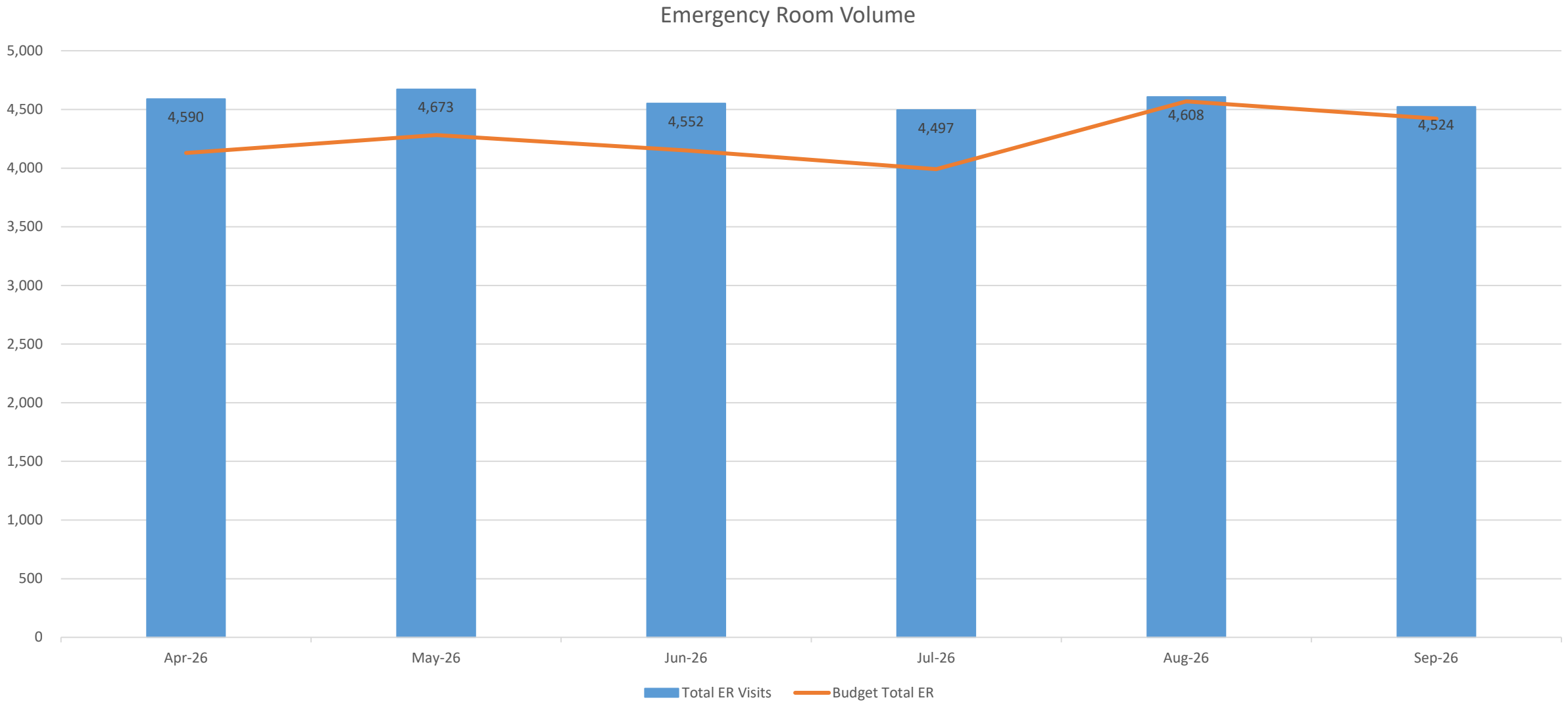
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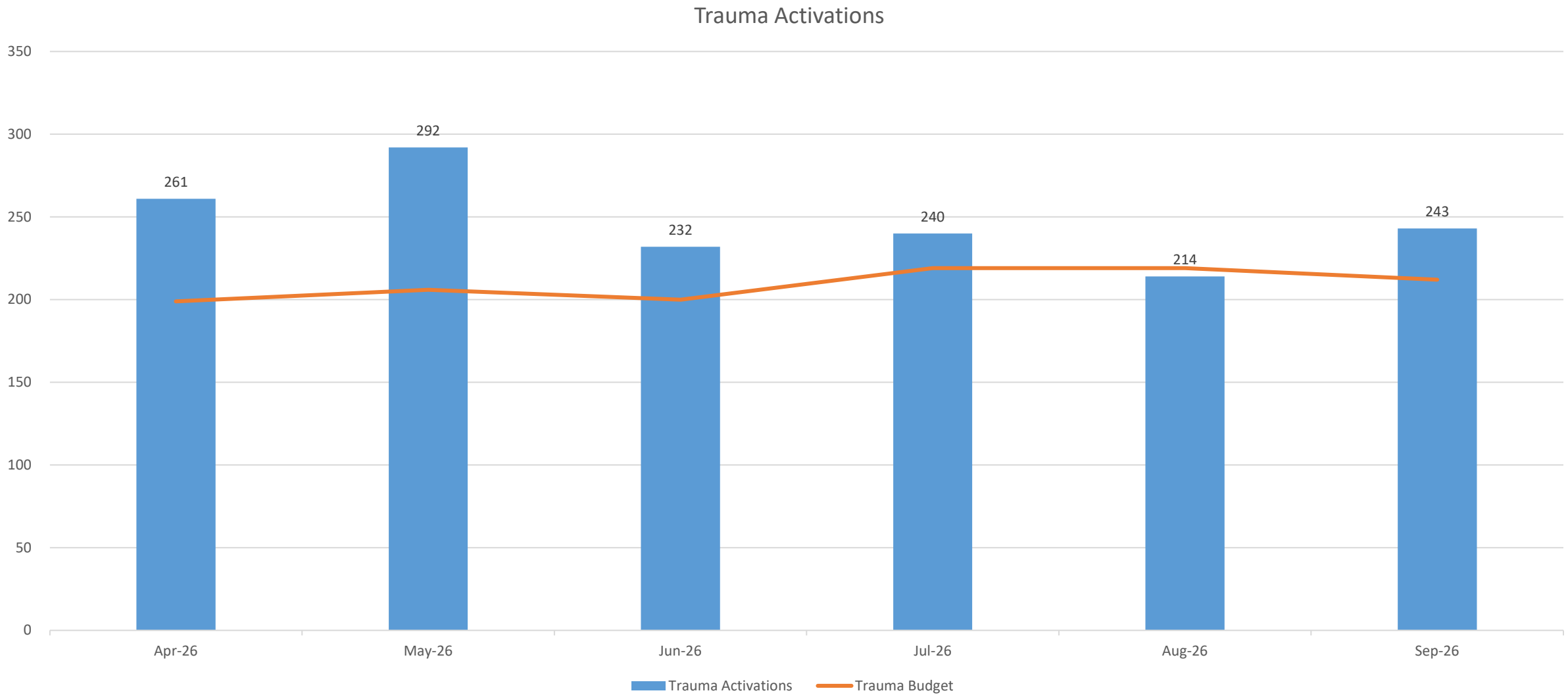
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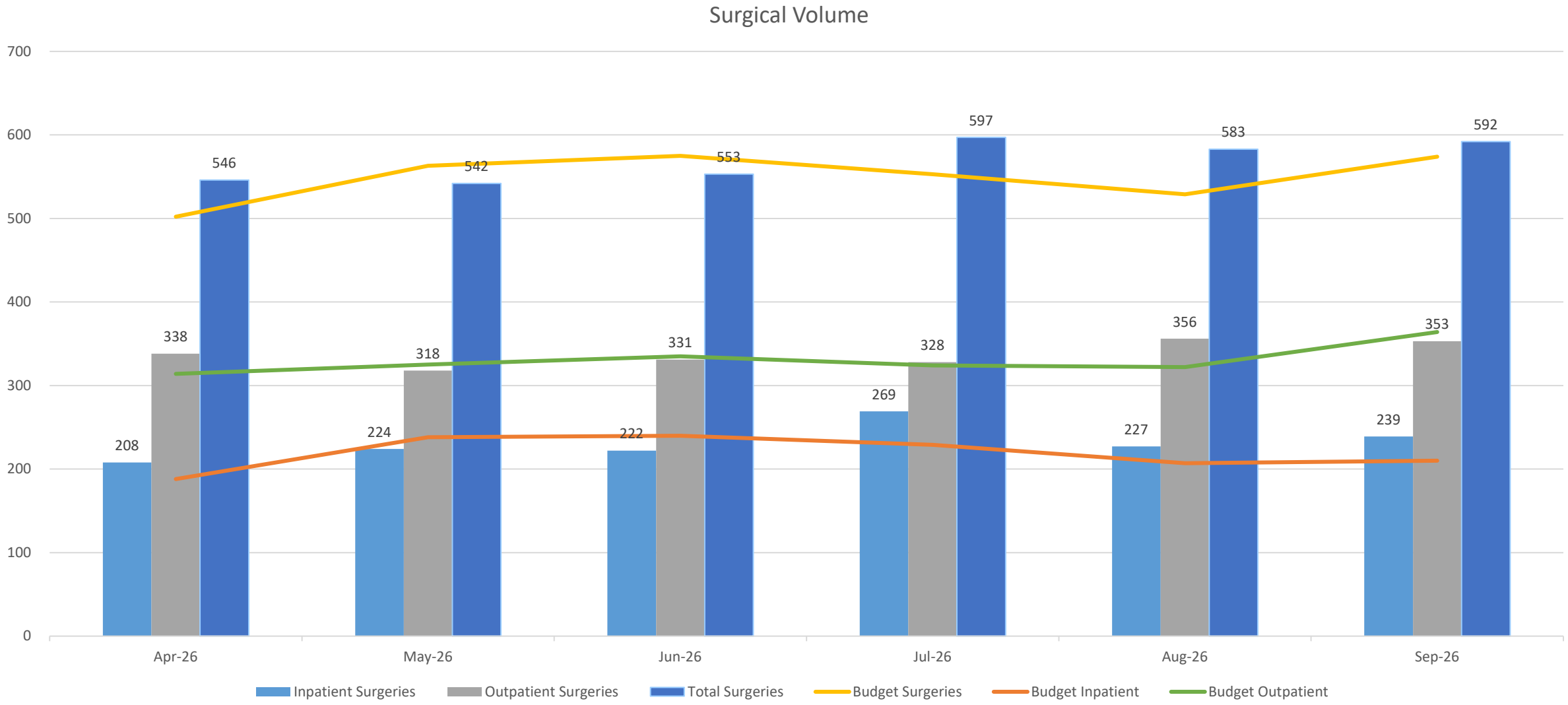
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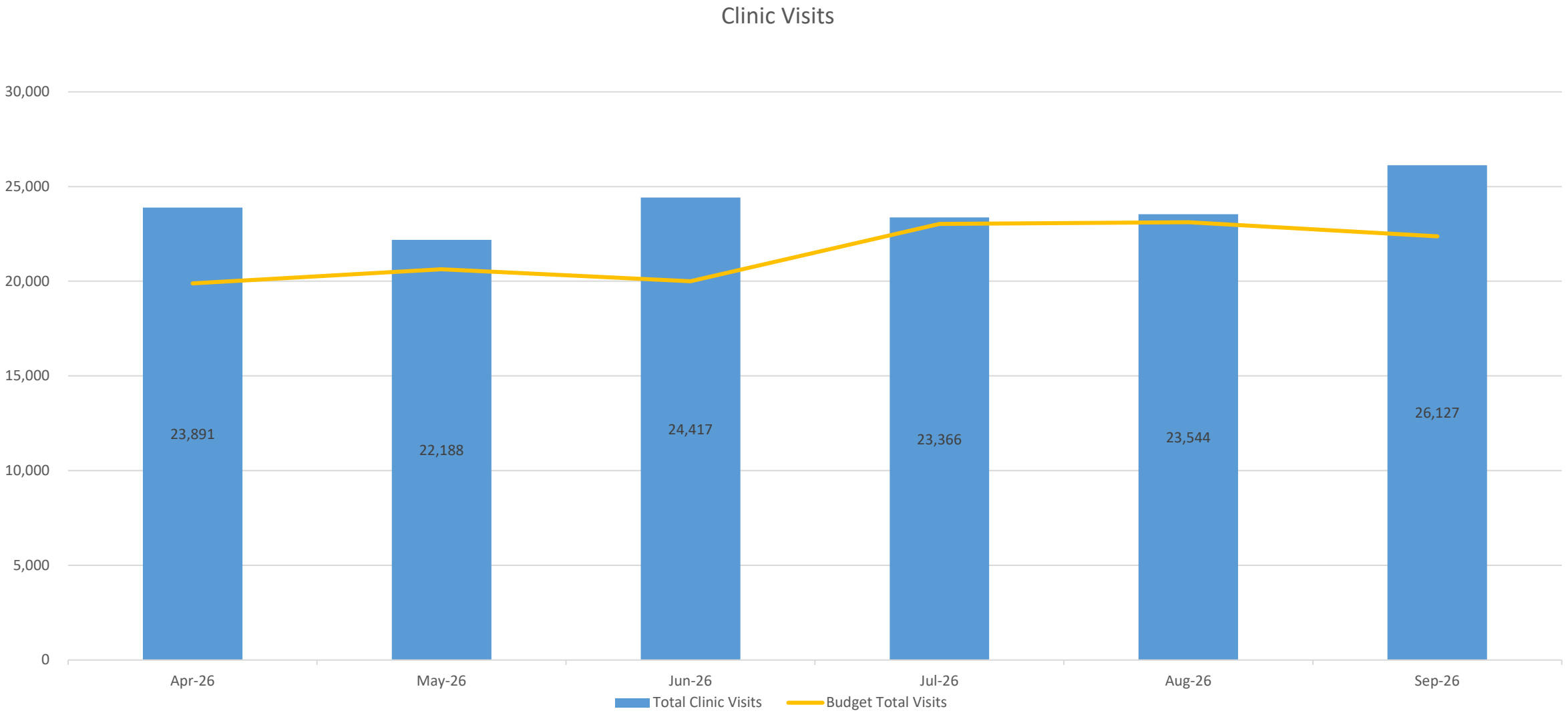
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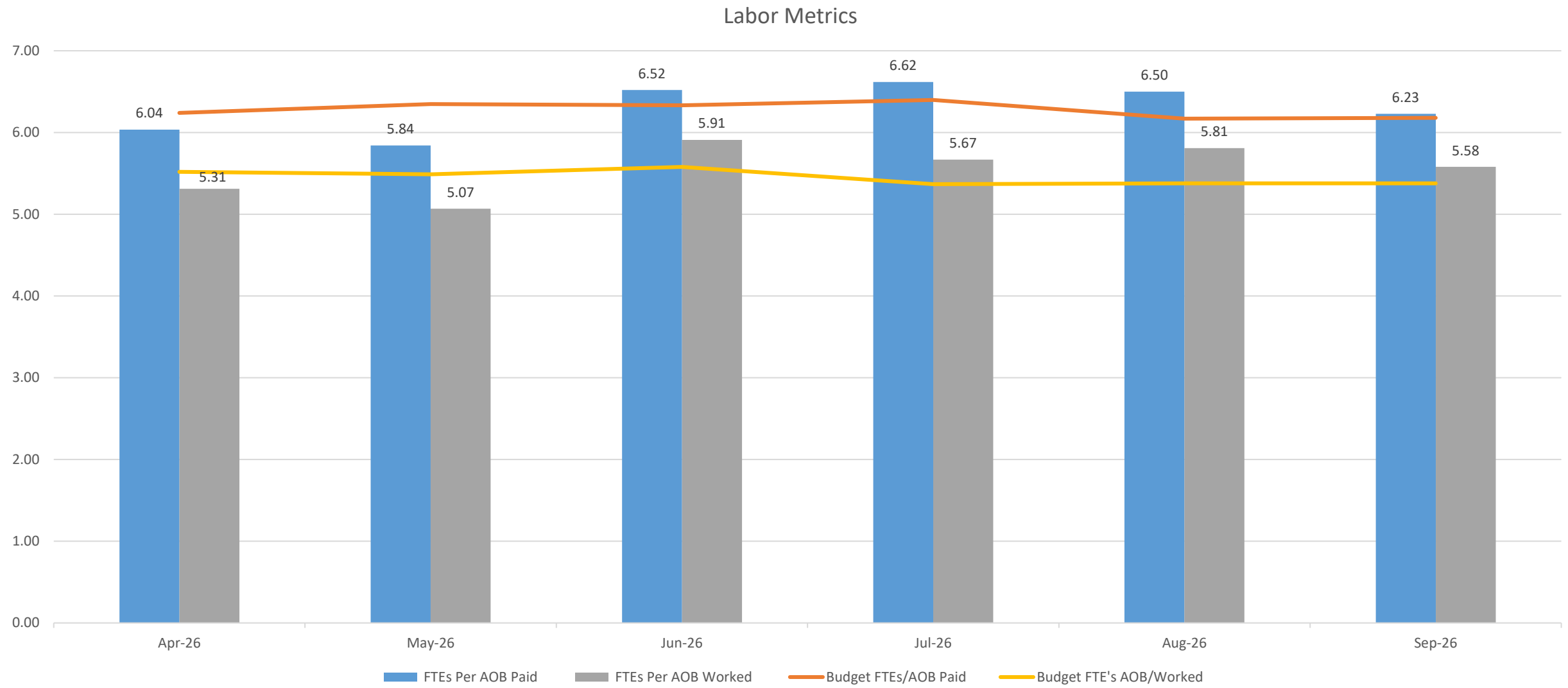
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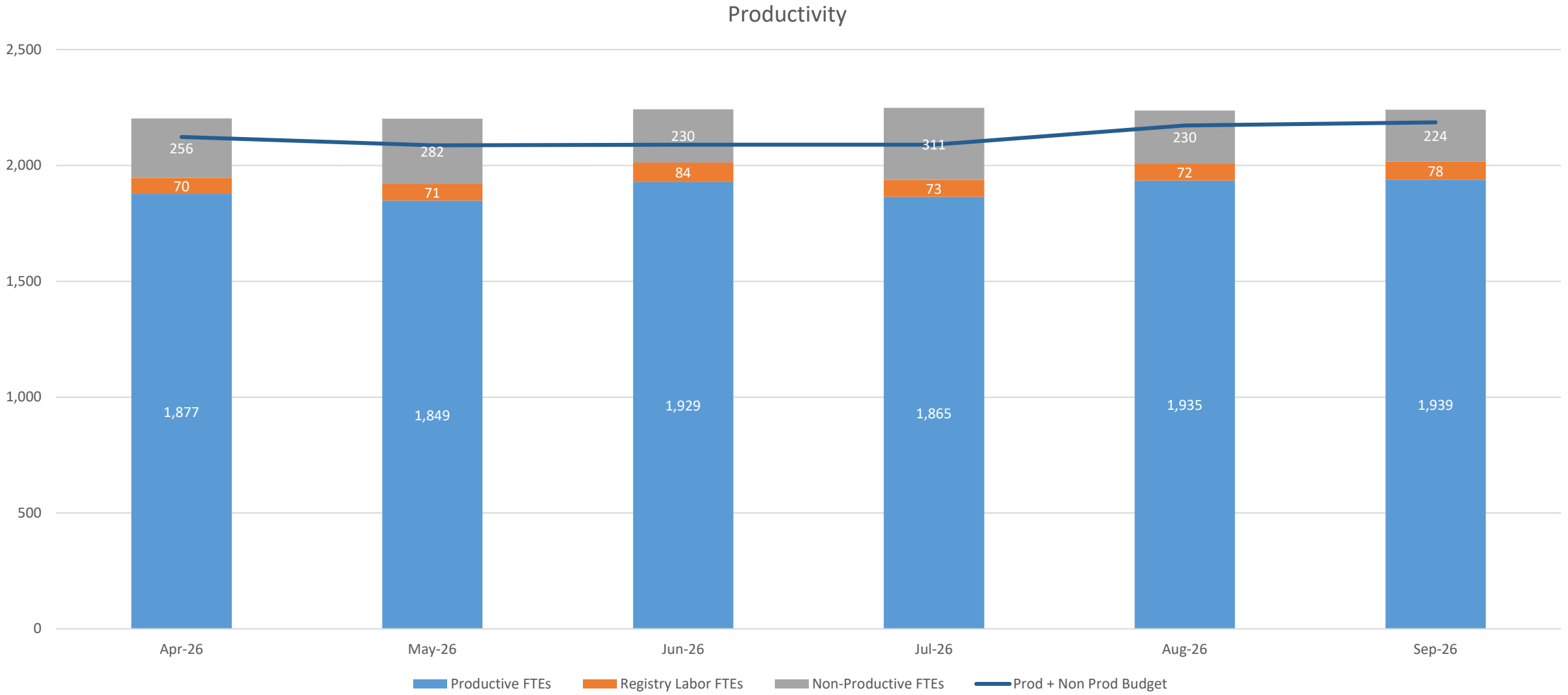
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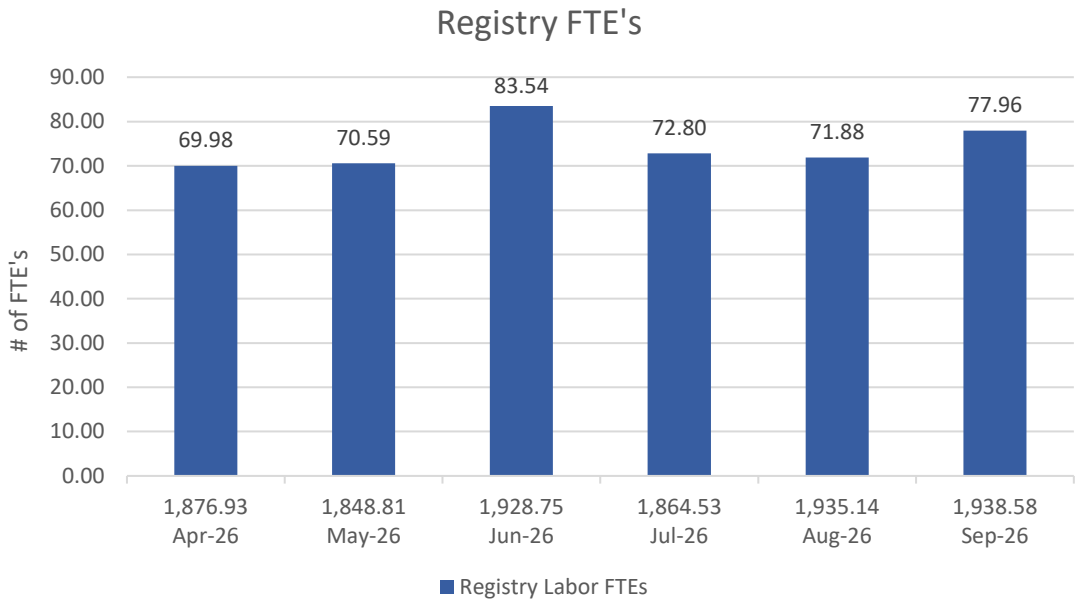
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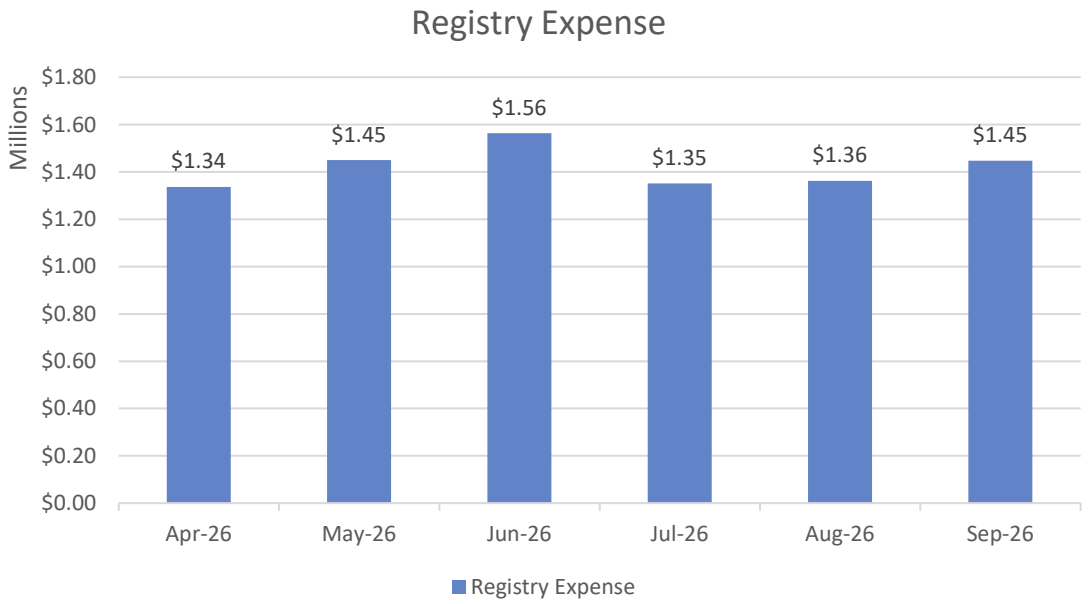


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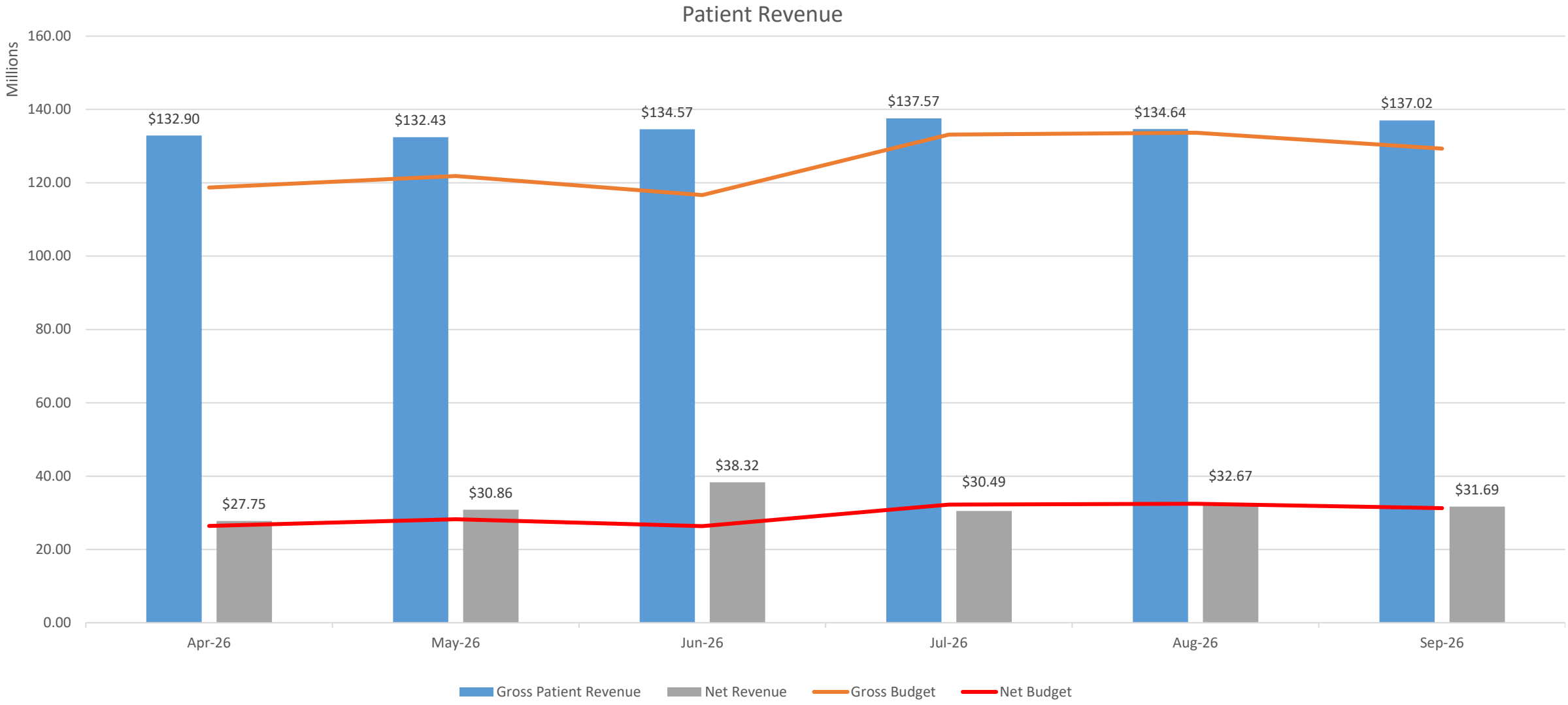


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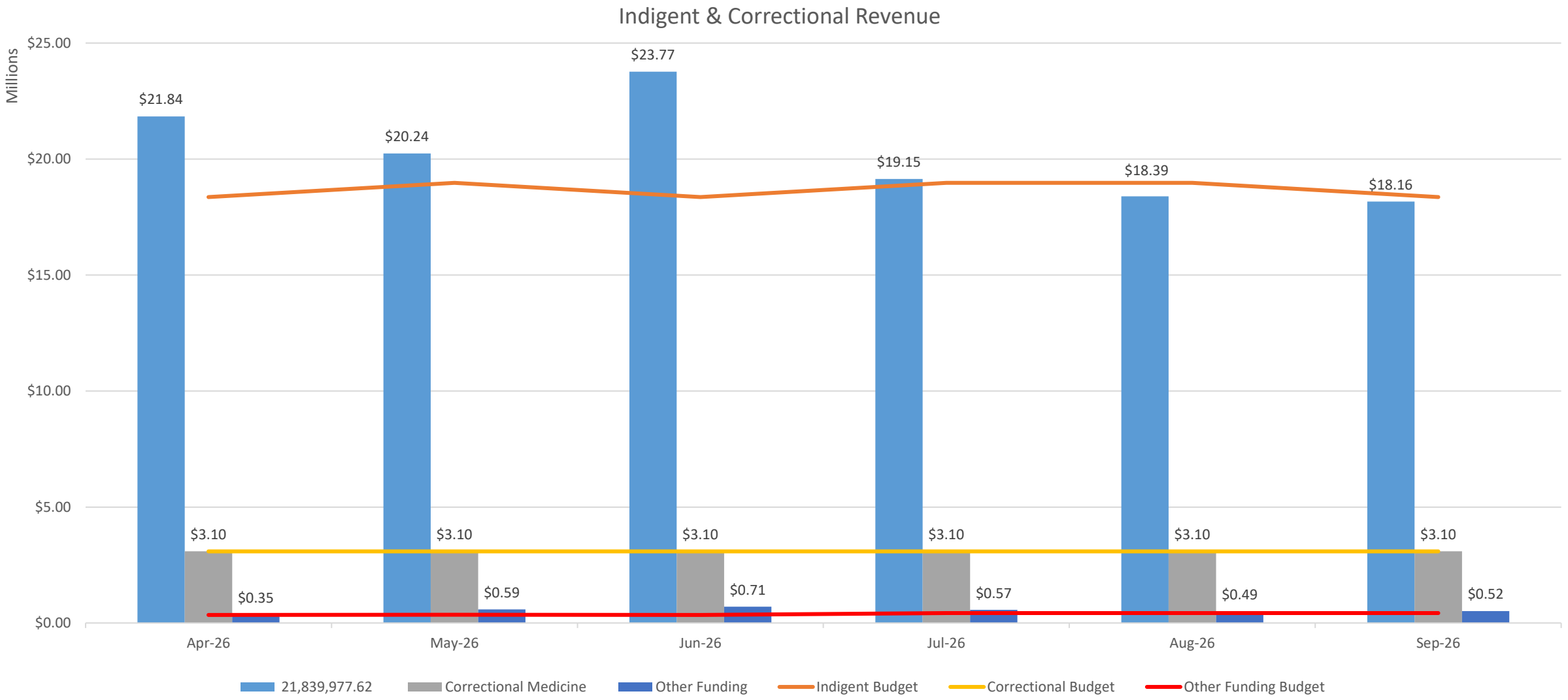


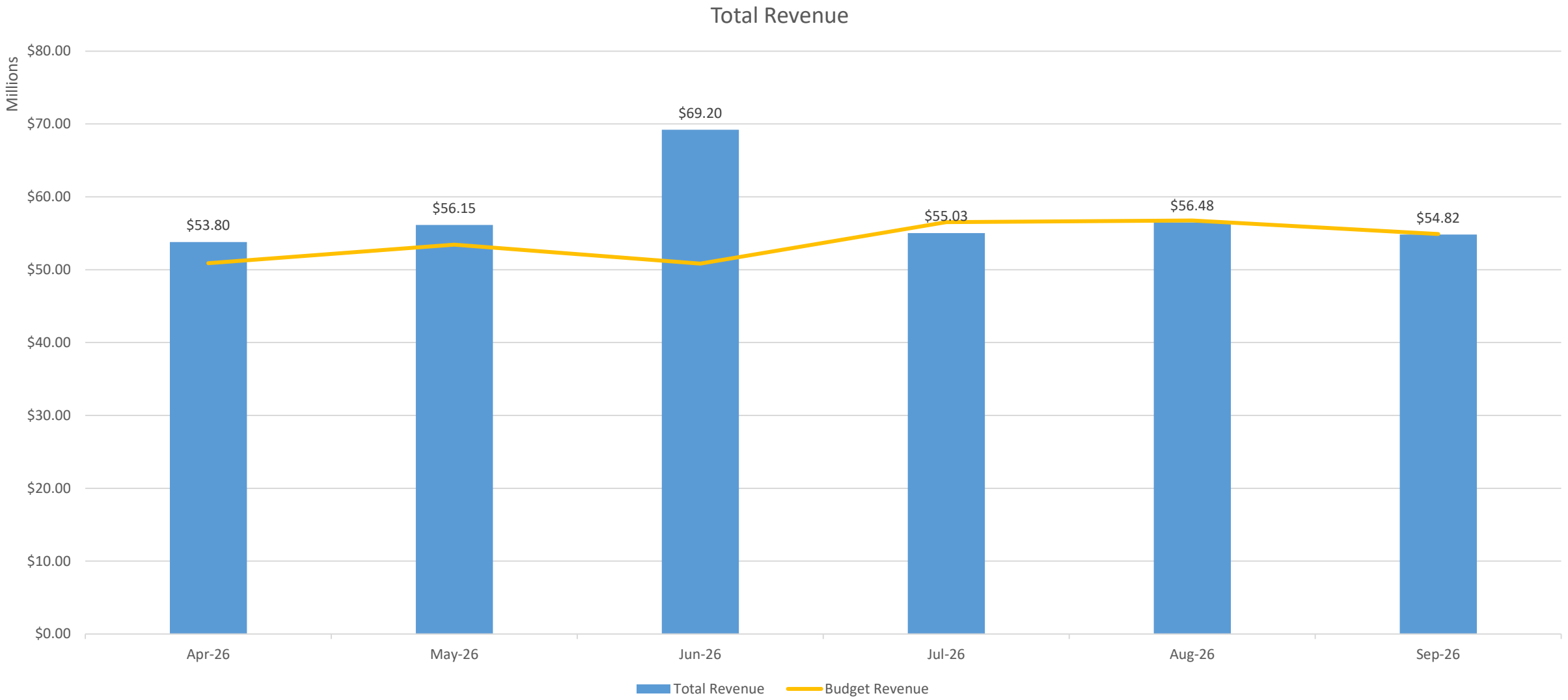


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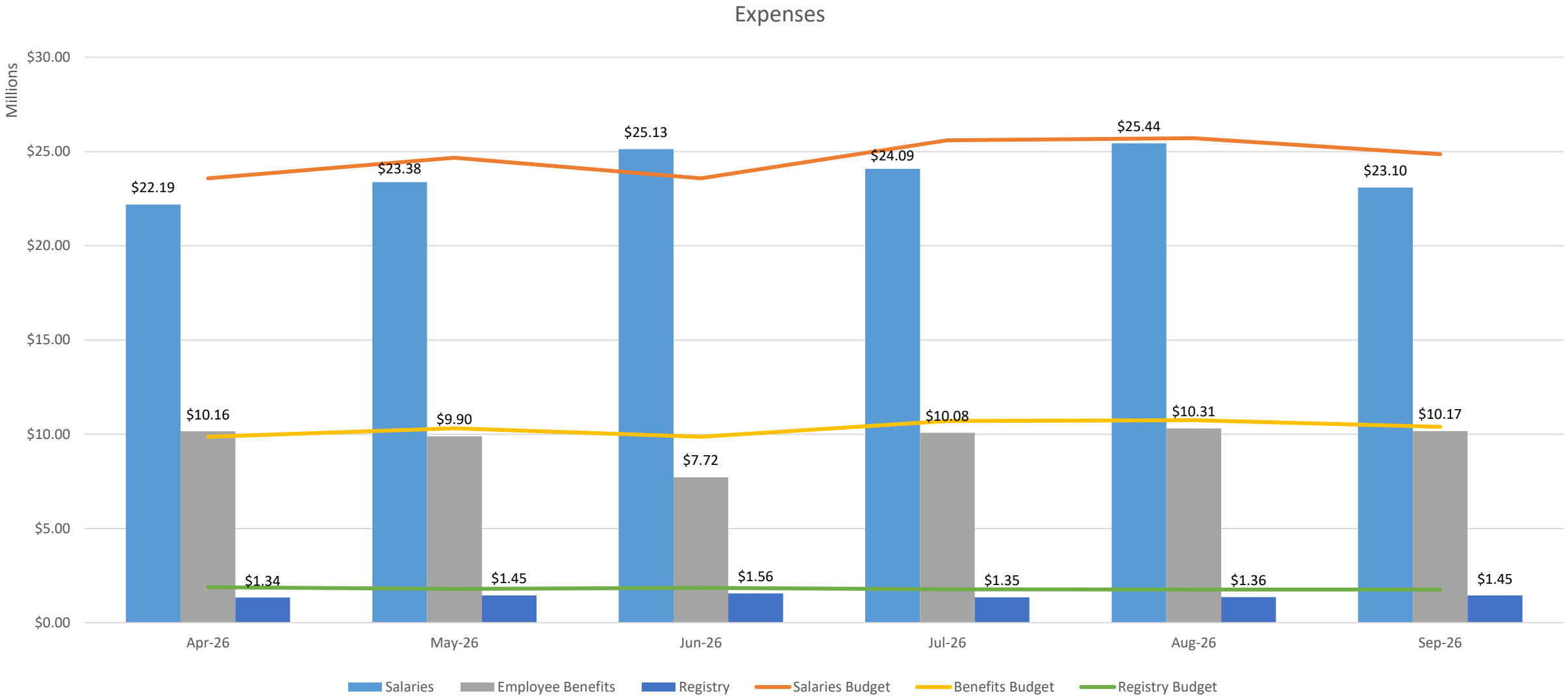


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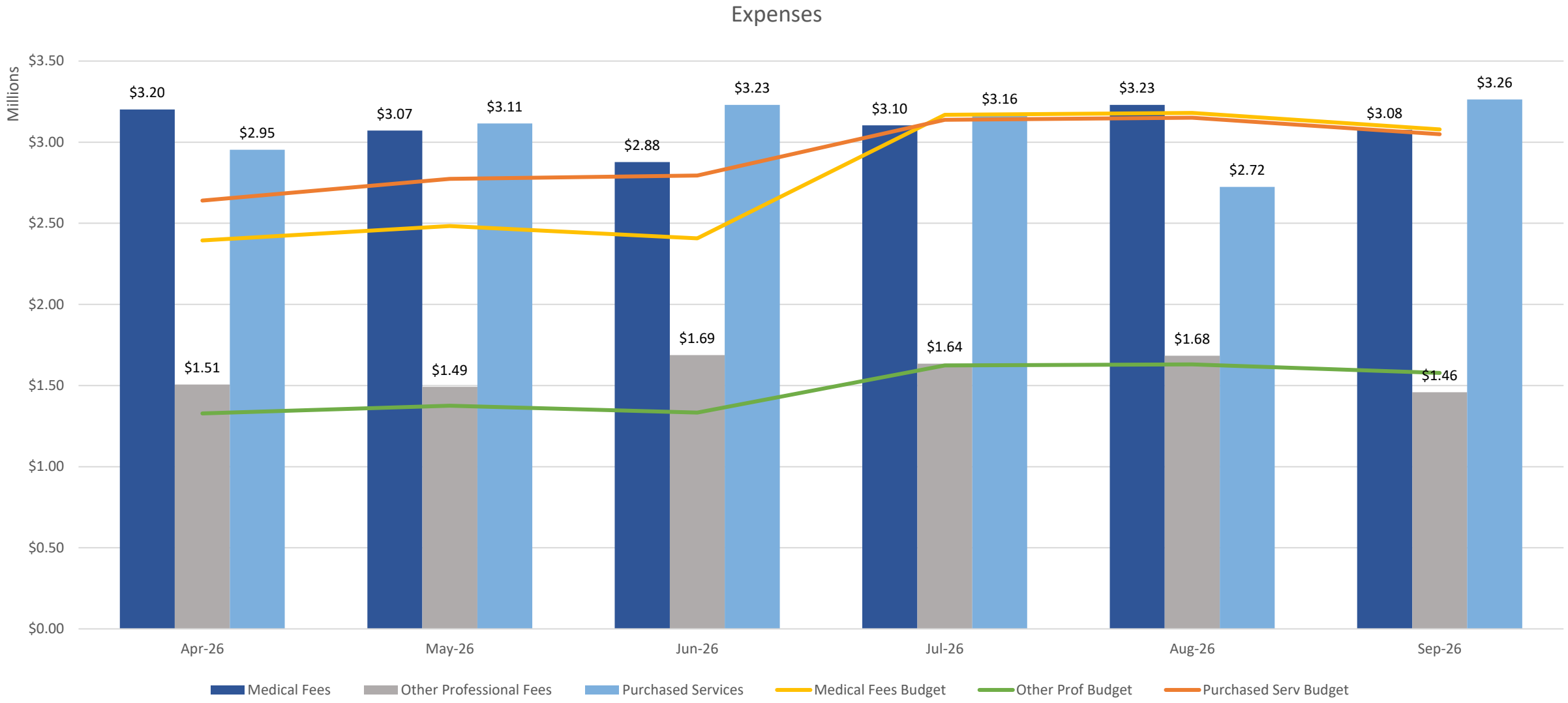

Indigent & Correctional Revenue
Millions
$25.00
$20.00
$15.00
$10.00
$5.00
$0.00
$21.84
$20.24
$23.77
$19.15
$18.39
$18.16
$3.10
$3.10
$3.10
$3.10
$3.10
$3.10
$0.35
$0.59
$0.71
$0.57
$0.49
$0.52
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
21,839,977.62
Correctional Medicine
Other Funding
Indigent Budget
Correctional Budget
Other Funding Budget



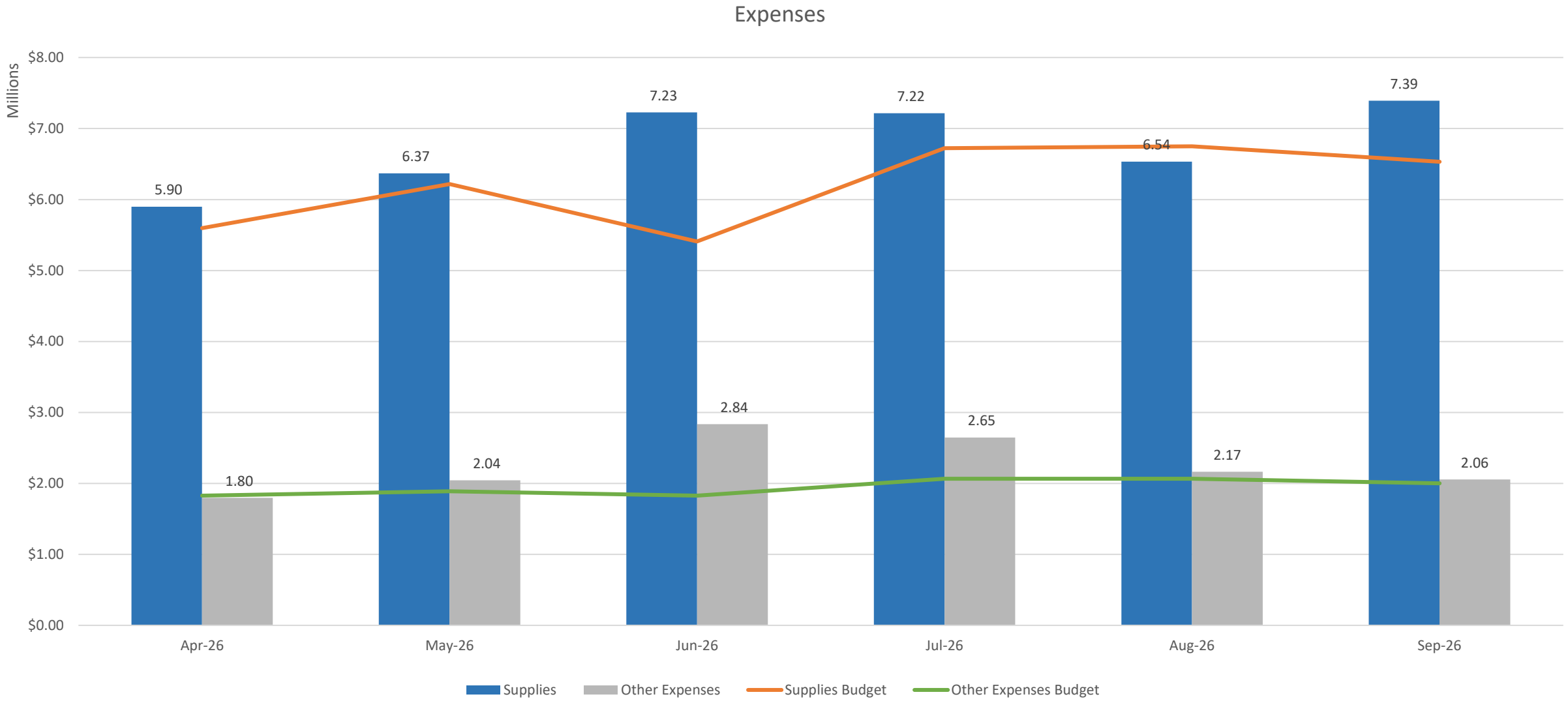
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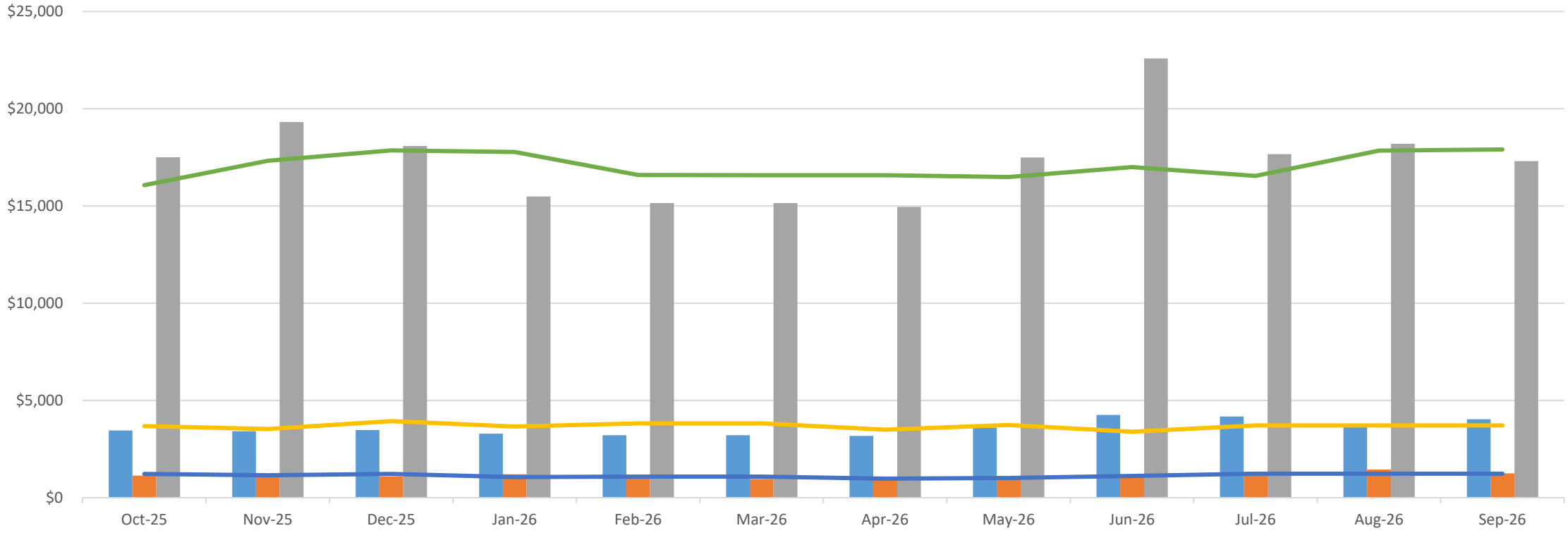


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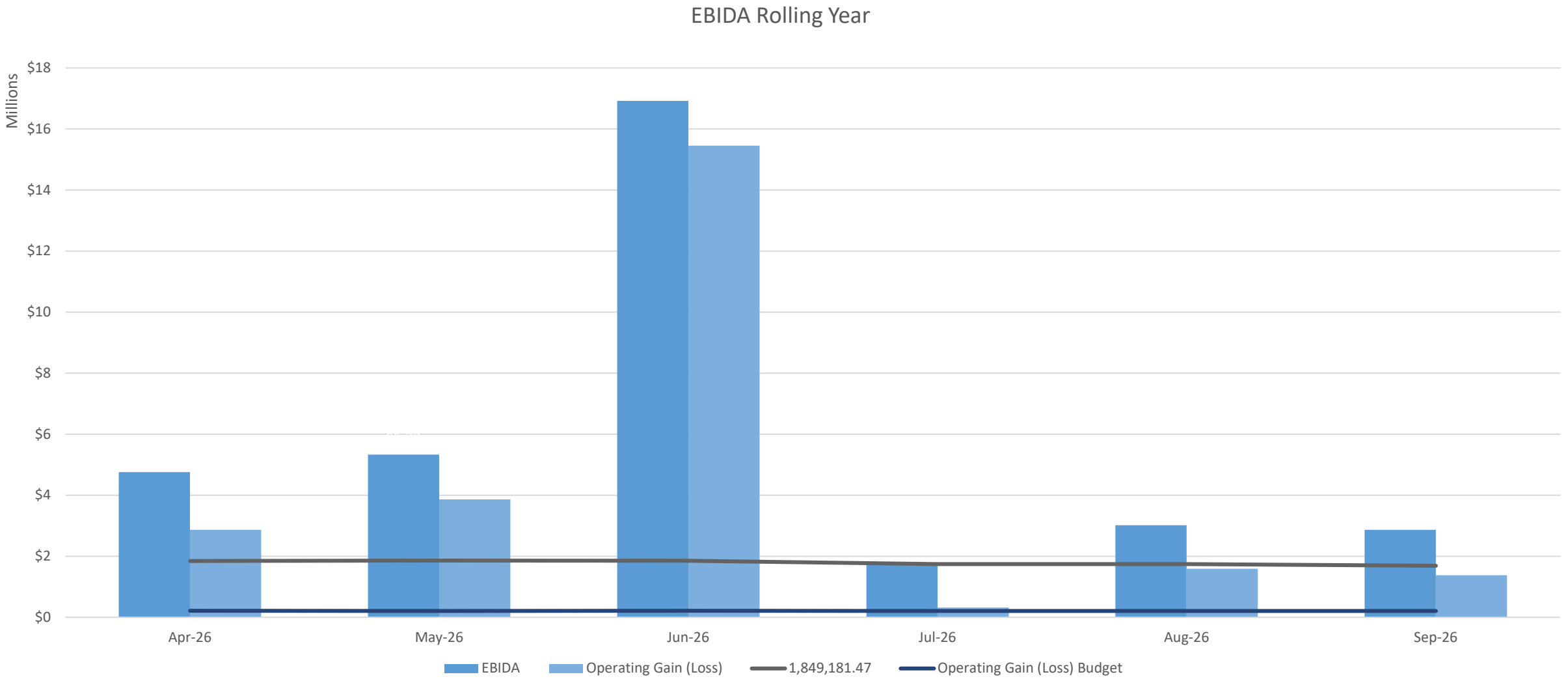

Expenses
Millions
$8.00
$7.00
$6.00
$5.00
$4.00
$3.00
$2.00
$1.00
$0.00
5.90
1.80
6.37
2.04
7.23
2.84
7.22
2.65
6.54
2.17
7.39
2.06
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Supplies
Other Expenses
Supplies Budget
Other Expenses Budget

Slide 18

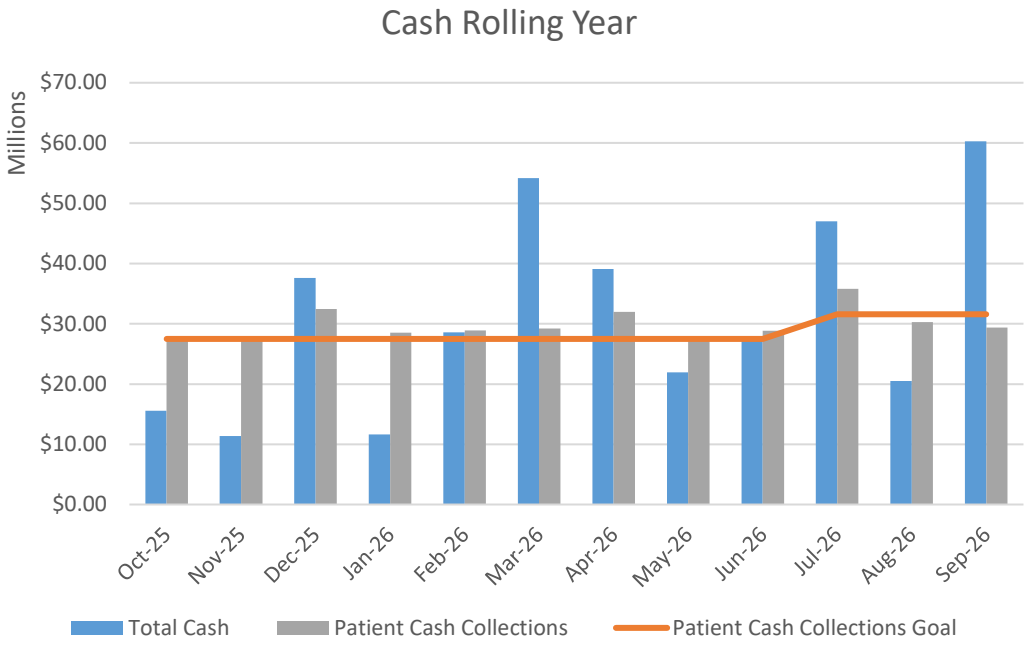
Operating Metrics

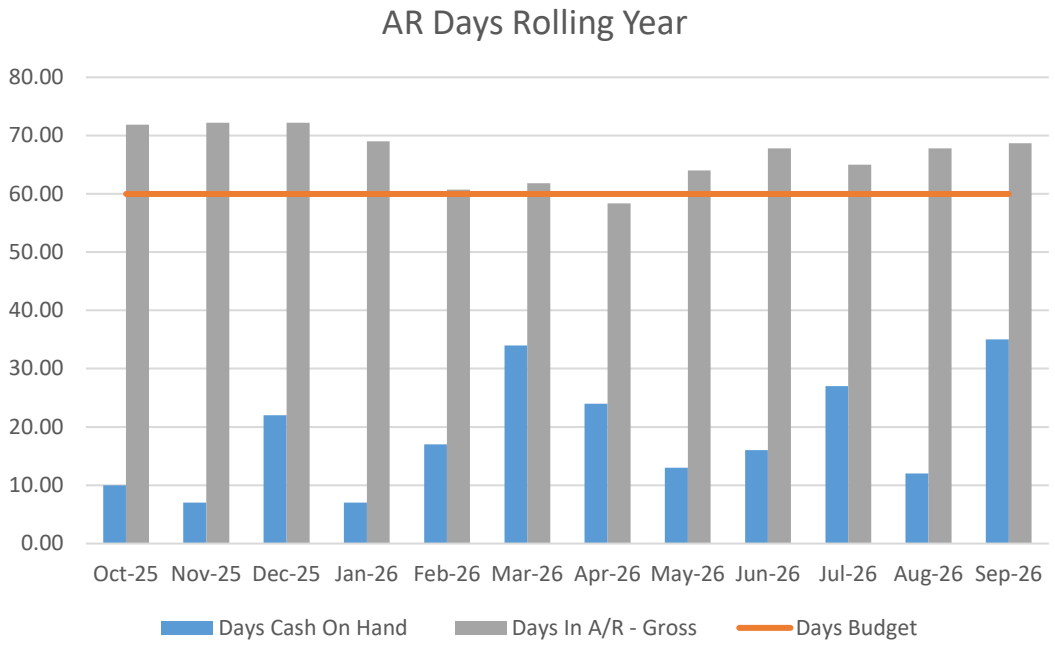


	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26
Supply Expense per AA	$3,458	$3,421	$3,482	$3,298	$3,212	$3,212	$3,178	$3,612	$4,259	$4,180	$3,641	$4,037
Pharm Cost per AA	$1,140	$1,194	$1,094	$1,211	$1,093	$971	$971	$1,032	$1,167	$1,270	$1,458	$1,257
Net Revenue Per AA	$17,508	$19,312	$18,085	$15,482	$15,148	$15,148	$14,950	$17,495	$22,580	$17,664	$18,202	$17,303
Budget Supp/AA	$3,686	$3,532	$3,943	$3,669	$3,822	$3,822	$3,497	$3,741	$3,395	$3,721	$3,723	$3,723
Budget Pharm/AA	$1,228	$1,162	$1,230	$1,065	$1,092	$1,092	$990	$1,018	$1,124	$1,243	$1,244	$1,244
Budget Net Rev/AA	$16,073	$17,329	$17,863	$17,783	$16,593	$16,581	$16,581	$16,493	$17,003	$16,546	$17,849	$17,903



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KERN MEDICAL

3-Month Trend Analysis: Revenues & Expenses

September 30, 2026

	JULY	AUGUST	SEPTEMBER	BUDGET SEPTEMBER	VARIANCE POS (NEG)	PRIOR YEAR SEPTEMBER
Gross Patient Revenue	$ 137,566,293	$ 134,644,018	$ 137,016,527	$ 129,338,778	6%	$ 124,462,106
Contractual Deductions	(107,072,483)	(101,973,231)	(105,331,360)	(98,059,420)	7%	(94,898,573)
Net Revenue	30,493,810	32,670,786	31,685,167	31,279,358	1%	29,563,534
Indigent Funding	19,145,240	18,394,702	18,164,488	18,361,796	(1%)	17,355,942
Correctional Medicine	3,097,713	3,097,713	3,097,713	3,095,522	0.1%	3,097,713
County Contribution	285,211	285,211	289,435	285,211	1%	285,211
Incentive Funding	284,119	209,444	230,114	143,836	60%	93,941
Net Patient Revenue	53,306,094	54,657,856	53,466,918	53,165,723	1%	50,396,341
Other Operating Revenue	1,707,031	1,802,166	1,277,599	1,706,704	(25%)	1,496,682
Other Non-Operating Revenue	18,642	18,454	75,931	11,136	582%	24,766
Total Revenues	55,031,767	56,478,477	54,820,448	54,883,564	(0.1%)	51,917,788
Expenses						
Salaries	24,087,214	25,443,743	23,095,169	24,856,416	(7%)	22,494,669
Employee Benefits	10,080,897	10,312,372	10,167,753	10,394,953	(2%)	9,759,894
Registry	1,351,856	1,361,939	1,447,257	1,707,176	(15%)	1,495,347
Medical Fees	3,103,870	3,229,896	3,075,155	3,078,210	(0%)	3,063,042
Other Professional Fees	1,635,531	1,684,175	1,458,551	1,577,725	(8%)	1,508,403
Supplies	7,216,624	6,535,043	7,392,639	6,533,148	13%	6,216,285
Purchased Services	3,164,334	2,724,454	3,263,363	3,048,546	7%	3,302,993
Other Expenses	2,647,018	2,166,478	2,055,069	2,001,328	3%	2,160,560
Operating Expenses	53,287,343	53,458,099	51,954,956	53,197,502	(2%)	50,001,194
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	$ 1,744,424	$ 3,020,378	$ 2,865,492	$ 1,686,062	70.0%	$ 1,916,595
EBIDA Margin	3%	5%	5%	3%	70%	4%
Interest	214,175	238,844	244,162	320,697	(24%)	302,667
Depreciation	546,231	547,182	548,616	610,595	(10%)	695,832
Amortization	667,061	645,194	694,406	552,640	26%	595,855
Total Expenses	54,714,810	54,889,318	53,442,141	54,681,435	(2%)	51,595,548
Operating Gain (Loss)	$ 316,958	$ 1,589,158	$ 1,378,307	$ 202,129	582%	$ 322,240
Operating Margin	0.58%	2.81%	2.51%	0.37%	582.7%	0.6%

KERN MEDICAL
Year-to-Date: Revenues & Expenses
September 30, 2026

	ACTUAL FYTD	BUDGET FYTD	VARIANCE POS (NEG)	PRIOR YEAR FYTD	PRIOR YEAR VARIANCE
Gross Patient Revenue	$ 409,226,837	$ 396,104,840	3%	$ 378,854,371	8%
Contractual Deductions	(314,377,074)	(300,103,622)	5%	(293,186,858)	7%
Net Revenue	94,849,763	96,001,218	(1%)	85,667,513	11%
Indigent Funding	55,704,431	56,309,509	(1%)	54,897,802	1%
Correctional Medicine	9,293,140	9,286,567	0%	9,293,140	0%
County Contribution	859,857	855,633	0%	855,633	0%
Incentive Funding	723,677	441,096	64%	303,149	139%
Net Patient Revenue	161,430,868	162,894,022	(1%)	151,017,237	7%
Other Operating Revenue	4,786,797	5,233,893	(9%)	5,474,996	(13%)
Other Non-Operating Revenue	113,027	34,151	231%	76,710	47%
Total Revenues	166,330,692	168,162,066	(1%)	156,568,942	6%
Expenses					
Salaries	72,626,126	76,162,977	(5%)	69,974,180	4%
Employee Benefits	30,561,021	31,851,357	(4%)	29,191,373	5%
Registry	4,161,051	5,234,425	(21%)	4,780,535	(13%)
Medical Fees	9,408,921	9,427,134	(0%)	8,984,244	5%
Other Professional Fees	4,778,257	4,831,843	(1%)	4,232,396	12.9%
Supplies	21,144,306	20,008,009	6%	18,499,913	14%
Purchased Services	9,152,150	9,336,286	(2%)	8,958,173	2%
Other Expenses	6,868,565	6,137,407	12%	6,072,505	13%
Operating Expenses	158,700,399	162,989,438	(3%)	150,693,318	5%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	$ 7,630,293	$ 5,172,628	48%	$ 5,875,624	29.9%
EBIDA Margin	5%	3%	49%	4%	22%
Interest	697,181	983,472	(29%)	798,776	(13%)
Depreciation	1,642,029	1,872,492	(12%)	2,064,161	(20%)
Amortization	2,006,661	1,694,762	18%	1,787,566	12%
Total Expenses	163,046,269	167,540,164	(3%)	155,343,821	5%
Operating Gain (Loss)	$ 3,284,423	$ 621,901	428%	$ 1,225,122	168%
Operating Margin	2.0%	0.4%	433.9%	0.8%	152%

KERN MEDICAL
BALANCE SHEET

	SEPTEMBER 2026	SEPTEMBER 2025
ASSETS:		
Total Cash	**$ 60,266,443**	**$ 48,196,221**
Patient Receivables Subtotal	305,492,188	308,462,975
Contractual Subtotal	(237,439,963)	(273,007,439)
Net Patient Receivable	**68,052,225**	**34,455,536**
Total Indigent Receivable	265,421,676	244,103,571
Total Other Receivable	13,931,812	17,333,854
Total Prepaid Expenses	6,805,638	6,924,942
Total Inventory	5,950,596	4,881,898
Total Current Assets	**420,428,390**	**356,896,020**
Deferred Outflows of Resources	113,460,412	124,532,718
Investments Deposited with Trustee	0	0
Total Land, Equipment, Buildings and Intangibles	283,857,181	270,853,827
Total Construction in Progress	23,550,180	18,344,383
Total Property, Plant & Equipment	**307,407,361**	**289,198,210**
Total Accumulated Depr & Amortization	(197,657,995)	(185,348,335)
Net Property, Plant, and Equipment	**109,749,367**	**103,849,875**
Total Long Term Assets	**113,460,412**	**124,532,718**
Total Assets	**$ 643,638,168**	**$ 585,278,613**

KERN MEDICAL
BALANCE SHEET

	SEPTEMBER 2026	SEPTEMBER 2025
LIABILITIES & EQUITY:		
Total Accounts Payable	$ 17,190,743	$ 11,409,498
Total Accrued Compensation	28,710,248	24,398,332
Total Due Government Agencies	4,177,680	1,342,500
Total Other Accrued Liabilities	49,314,190	46,893,048
Total Current Liabilities	**99,392,860**	**84,043,378**
Unfunded Pension Liability	331,776,526	344,447,058
Other Long-Term Liabilities	71,979,582	79,336,805
Total Long-Term Liabilities	**403,756,108**	**423,783,863**
Total Liabilities	**503,148,968**	**507,827,241**
Total Net Position	**140,489,201**	**77,451,372**
Total Liabilities and Net Position	$ **643,638,168**	$ **585,278,613**

KERN MEDICAL
STATEMENT OF CASH FLOWS

	Fiscal Year-to-Date September 2026	Fiscal Year-to-Date June 2026	Fiscal Year-to-Date September 2025	Fiscal Year-to-Date June 2025
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received for patient/current services	$ 94,801,360	$ 351,656,610	$ 90,709,077	$ 314,552,945
Cash received for other operations	93,631,865	256,065,319	65,322,681	260,727,035
Cash paid for salaries and benefits	(106,606,484)	(392,647,446)	(102,829,359)	(377,869,782)
Cash paid for services and supplies	(43,053,292)	(205,077,135)	(43,444,339)	(202,668,841)
Net cash (used in) provided by operating activities	38,773,449	9,997,348	9,758,061	(5,258,643)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash (provided to) received from various County funds	-	-	-	-
Interest paid - pension obligation bond	-	92,824	-	256,677
Principal paid - pension obligation bond	-	(1,981,763)	-	(1,058,183)
Interest paid - line of credit	-	-	-	-
Line of credit payment	-	-	10,000,000	-
Net cash provided by (used in) noncapital financing activities	-	(1,888,939)	10,000,000	(801,506)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition or construction of capital assets	(5,672,314)	(12,392,799)	144,038	(11,508,871)
Payments on right-of-usage lease liability	(73,664)	3,557,623	(621,405)	(2,850,043)
Interest paid - right-of-usage lease liability	559	715	(2,098)	(7,976)
Payments on SBITA liability	(109,244)	(666,518)	(194,514)	(762,463)
Interest paid - SBITA	(143)	(559)	(138)	(580)
Net cash used by capital and related financing activities	(5,854,806)	(9,501,538)	(674,117)	(15,129,933)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest on bank deposits and investments	-	-	-	-
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	32,918,643	(1,393,129)	19,083,944	(21,190,081)
CASH AND CASH EQUIVALENTS, beginning of year	27,347,800	28,740,929	29,112,277	50,302,358
CASH AND CASH EQUIVALENTS, year-to-date	$ 60,266,443	$ 27,347,800	$ 48,196,221	$ 29,112,277

KernMedical | 160 YEARS Health for Life.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

October 21, 2026

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.

KernMedical | 160 YEARS Health for Life.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

October 21, 2026

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.

KernMedical | *Health for Life.*

What's Happening?

Grant Presentation for Mobile Dental Services





Kern Medical welcomed Senator Melissa Hurtado's team, local leaders, and community members for a check presentation celebrating an investment in a new Mobile Dental Unit. The unit will bring dental care closer to home for families across Kern County.

Annual Healthful Harvest Event in Arvin





Kern Medical hosted its annual Healthful Harvest event at Bear Mountain Elementary School in Arvin in partnership with Kaiser Permanente, Adventist Health, and Dignity Health, connecting local families with health resources. Kern Medical provided insurance enrollment information, mental health education and preformed 12 skin cancer screenings through our mobile unit.

Kern Medical's Halloween Celebration



Kern Medical staff got into the Halloween spirit at our annual celebration, showing off their creativity in a costume contest and a pumpkin decorating contest.



Addiction Medicine's Anniversary



Kern Medical staff got into the Halloween spirit at our annual celebration, showing off their creativity in a costume contest and a pumpkin decorating contest.



Kern Medical Health Fair





Kern Medical's Human Resources team hosted a health fair during open enrollment, where employees could meet with vendors, enter to win prizes, and get help enrolling in benefits.

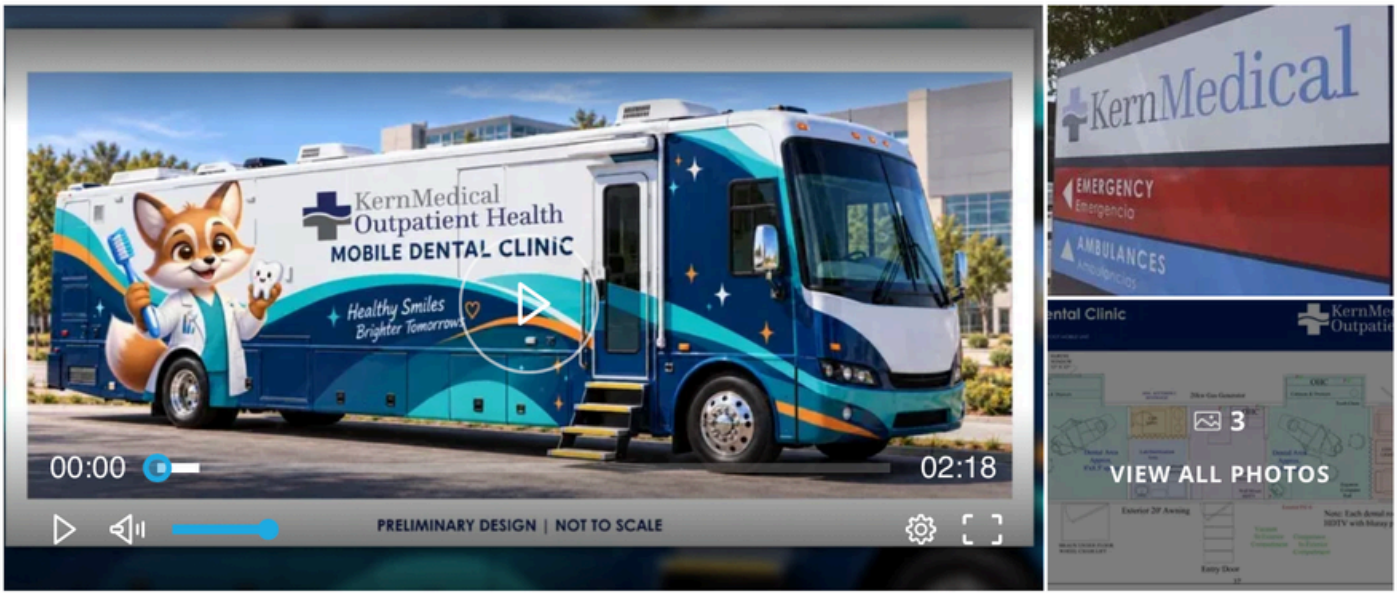
New Podcast Episode



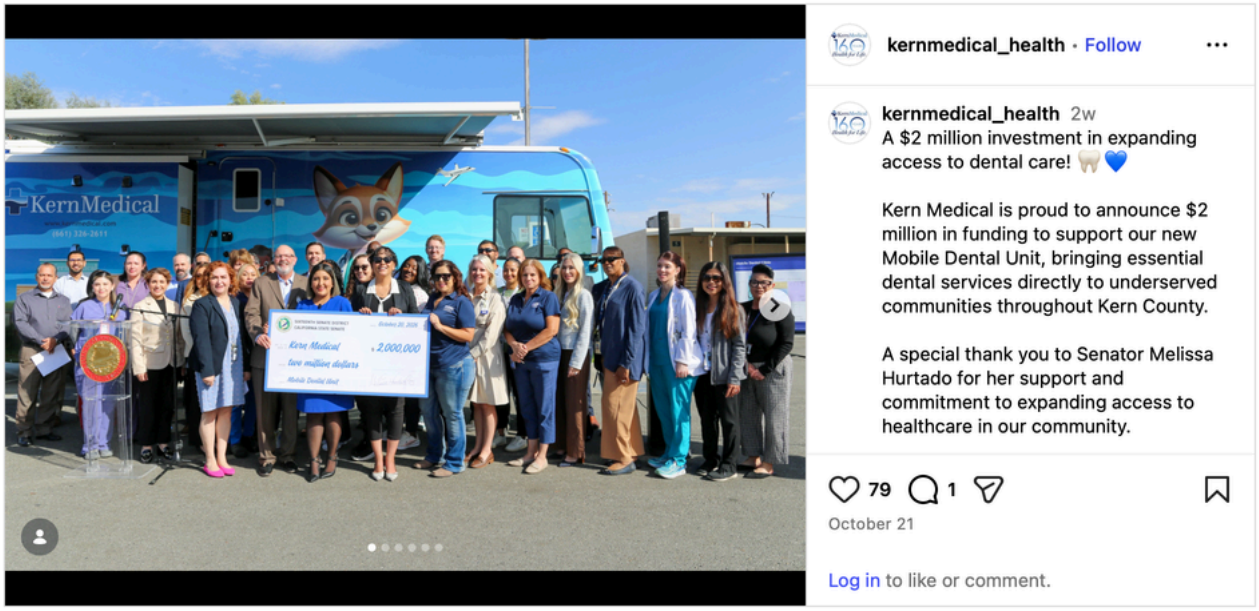
In the News: Mobile Dental Unit Presentation

Kern Medical gets $2 million in state funding for new mobile dental unit

by Caroline Rowland | Mon, November 2, 2026 at 4:54 PM
Updated Tue, November 3, 2026 at 1:40 PM



Courtesy: Kern Medical



In the News: Kern Medical's Anniversaries



Danielle Colbert, Kern Medical's Director of Marketing and Communications, joined KGET to discuss two milestones: 160 years of caring for Kern County and 70 years of accredited medical education. She also shared how Kern Medical continues to serve local patients and train the next generation of physicians.

National Recognitions - November

- American Diabetes Month (and National Diabetes Month)
- Alzheimer's Disease Awareness Month
- Lung Cancer Awareness Month
- Pancreatic Cancer Awareness Month
- Movember (Men's Health Awareness Month)
- National Family Caregivers Month
- National Hospice and Palliative Care Month
- COPD Awareness Month (Chronic Obstructive Pulmonary Disease)
- Prematurity Awareness Month
- Bladder Health Month
- Epilepsy Awareness Month
- National Healthy Skin Month
- Stomach Cancer Awareness Month
- Pulmonary Hypertension Month
- World Pneumonia Day: November 12
- World Diabetes Day: November 14
- World Prematurity Day: November 17
- National Injury Prevention Day: November 18
- World COPD Day / National Rural Health Day: November 19
- World Pancreatic Cancer Day: November 20
- International Day for the Elimination of Violence Against Women: November 25
- National Family Health History Day: November 26

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 November 18, 2026, 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

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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 November 18, 2026, 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: Janine McCullough, Applicant, v. Kern County Hospital Authority, (PSI) Administered by Adminsure, Defendant(s); Workers' Compensation Appeals Board Case No. ADJ17548975 –

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 November 18, 2026, 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: Mark Anthony Green, Jr. (Deceased), Applicant v. Kern County Hospital Authority, Defendant; Workers' Compensation Appeals Board Case No. ADJ21636392 –

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

Health and Safety Code Section 101855(e)(1)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on November 18, 2026, the premature disclosure of which would create a substantial probability of depriving the authority of a substantial economic benefit or opportunity. The closed session involves:

__X__ Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) –