

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 19, 2025

11:30 A.M.

BOARD TO RECONVENE

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

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

STAFF RECOMMENDATION SHOWN IN CAPS

PUBLIC PRESENTATIONS

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 15, 2025 – APPROVE

CA

4) Proposed appointment of Thiagarajan Nandhagopal, M.D., as Chair, Department of Family Medicine, effective November 19, 2025 – RATIFY APPOINTMENT

CA

5) Proposed approval of Kern County Hospital Authority Community Health Center Credentialing and Privileging Policy – APPROVE

CA

Report on Kern County Hospital Authority construction projects – RECEIVE AND FILE

CA

7) Proposed increase in the maximum payable to Agreement 056-2023 with Telcor, Inc., an independent contractor, for software subscription services for point of care devices from April 19, 2023, increasing the maximum payable by \$100,000, from \$82,000 to \$182,000, to cover the term – APPROVE

CA

8) Proposed Quote Q-109270 with Zoll Medical Corporation, an independent contractor, containing nonstandard terms and conditions, for purchase of high frequency ventilator supplies, in an annual amount not to exceed \$5,000, plus applicable taxes and shipping fees, effective November 19, 2025 – APPROVE: AUTHORIZE CHAIRMAN TO SIGN

CA

9) Proposed Agreement with American Incorporated, an independent contractor, for maintenance and repair of HVAC units and air handlers from December 2, 2025 through December 1, 2028, in an amount not to exceed \$855,000 – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

10) Proposed Agreement with Mesa Energy Systems, Inc., doing business as Emcor Services Hillcrest, an independent contractor, for installation, repair, and maintenance of HVAC equipment from December 1, 2025 through November 30, 2028, in an amount not to exceed \$1,155,000 –

APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

11) Proposed Quote 17120 with Pedigo Products Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of a blanket warming cabinet, in an amount not to exceed \$738, plus applicable taxes and shipping fees – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

Proposed Amendment No. 4 to Agreement 041-2023 with Tarun Rustagi, M.D., a contract employee, for professional medical services in the Department of Medicine for the period March 16, 2023 through March 15, 2026, increasing the maximum payable by \$750,000, from \$6,476,435 to \$7,226,435, to cover the term – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

Proposed Agreement with Bryant A. Nachtigall, D.P.M., a contract employee, for professional medical services in the Department of Surgery from January 1, 2026 through December 31, 2028, in an amount not to exceed \$2,250,000, plus applicable benefits – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

14) Proposed retroactive Renewal Order CRNR-CON0201699-1 with Oracle America, Inc., an independent contractor, containing nonstandard terms and conditions, extending the term for the Oracle Health Cloud Services platform subscription from November 1, 2025 through October 31, 2026, in an amount not to exceed \$586,208, plus applicable taxes – APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

15) Proposed Addendum to Lease Agreement 069-2025 with Cisco Systems Capital Corporation, an independent contractor, for telephony services and equipment for the period July 1, 2025 through June 30, 2030, revising equipment serial numbers – APPROVE; AUTHORIZE CHAIRMAN TO SIGN; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN FOR RECEIPT OF EQUIPMENT

CA

- 16) Report on upcoming anticipated retroactive agreements RECEIVE AND FILE
- 17) Proposed selection of Oracle America, Inc. (Oracle Health) as vendor of choice for the Kern Medical Center Electronic Health Record- —
 APPROVE; DIRECT STAFF TO NEGOTIATE THE TERMS AND CONDITIONS OF AN AGREEMENT WITH ORACLE AMERICA, INC.
- 18) Kern County Hospital Authority Chief Financial Officer report RECEIVE AND FILE

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

CA

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

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 21) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 22) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Chief Executive Officer (Government Code Section 54957) –
- 23) CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) –
- 24) CONFERENCE WITH LEGAL COUNSEL FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB –
- 25) CONFERENCE WITH LEGAL COUNSEL FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Vasquez, Applicant v. County of Kern; Kern Medical Center, Defendants; Workers' Compensation Appeals Board Case Nos. ADJ3640714; ADJ2528074; ADJ2270132; ADJ2171653 –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

ADJOURN TO WEDNESDAY, DECEMBER 17, 2025 AT 11:30 A.M.

SUPPORTING DOCUMENTATION FOR AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT (Government Code Section 54953.2)

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



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 15, 2025

11:30 A.M.

BOARD RECONVENED

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

NOTE: The vete is displayed in held below each item. For example, Periis Polz denotes

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

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

BOARD ACTION SHOWN IN CAPS

NOTE: DIRECTOR POLLARD JOINED THE MEETING AFTER THE VOTE ON THE CONSENT AGENDA AND PRIOR TO THE DISCUSSION AND VOTE ON ITEM 23

PUBLIC PRESENTATIONS

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NO ONE HEARD

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

NO ONE HEARD

ITEMS FOR CONSIDERATION

CA

3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on September 17, 2025 –

APPROVED

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

4) Proposed Resolution establishing regular meeting dates of the Kern County Hospital Authority Board of Governors for calendar year 2026 –

APPROVED; ADOPTED RESOLUTION 2025-020

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

5) Proposed rescission of Amendment No. 1 to Co-Applicant Agreement 011-2025 with Kern County Hospital Authority Community Health Center Board of Directors, effective October 15, 2025 –

APPROVED

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

Proposed Amendment No. 1 to Co-Applicant Agreement 011-2025 with Kern County Hospital Authority Community Health Center Board of Directors, containing nonstandard terms and conditions, clarifying the responsibilities of Kern County Hospital Authority as the Section 330 public agency, effective October 15, 2025 –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 114-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, 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 Healthcare Advisory Council biannual meeting in Charlotte, North Carolina, from October 27-29, 2025 –

APPROVED; ADOPTED RESOLUTION 2025-021

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

8) Proposed retroactive acceptance of donation of travel and related expenses from Shockwave Medical, Inc. for four Kern Medical Center employees to attend the IVL Super User Course: Interactive Training for Nurses, Technologists & Physicians in Fish Camp, California, from October 3-4, 2025 –

APPROVED; ADOPTED RESOLUTION 2025-022

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

9) Proposed Master Agreement with GE Health Care, an independent contractor, containing nonstandard terms and conditions, for purchase of Optison imaging agent, effective October 15, 2025, in an annual amount not to exceed \$250,000 –

APPROVED: AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 115-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

10) Proposed Agreement with Schindler Elevator Corporation, an independent contractor, for elevator maintenance and repair services from October 15, 2025 through October 14, 2030, in an amount not to exceed \$360,000 –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 116-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

11) Proposed Amendment No. 2 to Agreement 06424 with Rajinder P. Singh, M.D., an independent contractor, for professional medical services in the Department of Radiology for the period October 7, 2023 through October 6, 2026, increasing the per diem rates for weekday and weekend coverage, and increasing the maximum payable by \$425,000, from \$750,000 to \$1,175,000, to cover the term –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 117-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

Proposed Amendment No. 1 to Agreement 165-2023 with Tri M. Ngo, M.D., an independent contractor, for professional medical services in the Department of Radiology for the period January 3, 2024 through January 2, 2026, extending the term for one year from January 3, 2026 through January 2, 2027, and increasing the maximum payable by \$1,080,000, from \$1,500,000 to \$2,580,000, to cover the extended term —

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 118-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

13) Proposed Agreement with Naheedy & Zarandy Medical Group, Inc., an independent contractor, for professional medical services in the Department of Radiology from November 1, 2025 through October 31, 2027, in an amount not to exceed \$1,000,000 –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 119-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

Proposed Amendment No. 1 to Agreement 065-2024 with Total Renal Care, Inc., a subsidiary of DaVita Inc., an independent contractor, for the provision of acute dialysis services for the period May 1, 2024 through April 30, 2027, revising the fee schedule, effective October 15, 2025 –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 120-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

Proposed Quote 17119 with Enthermics by Pedigo Products Inc., an independent contractor, containing nonstandard terms and conditions, for purchase of a blanket warmer and stand, in an amount not to exceed \$4,100, plus applicable tax and shipping fees –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 121-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

16) Proposed Amendment No. 6 to Agreement 2016-066 with Regional Anesthesia Associates, Inc., an independent contractor, for professional medical services in the Department of Anesthesiology, for the period November 9, 2016 through November 8, 2025, extending the term for three years from November 9, 2025 through October 31, 2028, in an amount not to exceed \$30,333,757 for the period November 9, 2025 through October 31, 2028 – APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 122-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

17) Proposed Agreement with Jeffrey G. Nalesnik, M.D., a contract employee, for professional medical and administrative services in the Department of Surgery from October 18, 2025 through October 17, 2030, in an amount not to exceed \$5,000,000, plus applicable benefits – APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 123-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

Proposed Agreement with Shahab Hillyer, M.D., a contract employee, for professional medical and administrative services in the Department of Surgery from October 18, 2025 through October 17, 2030, in an amount not to exceed \$5,000,000, plus applicable benefits – APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 124-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

19) Proposed Agreement with Yvonne M. Wolny, M.D., a contract employee, for professional medical services in the Department of Obstetrics and Gynecology from January 5, 2026 through January 4, 2029, in an amount not to exceed \$1,950,000, plus applicable benefits – APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 125-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

20) Proposed Amendment No. 5 to Agreement 099-2023 with Alton Scott Thygerson, a contract employee, for professional services as chief executive officer of Kern County Hospital Authority, adding performance-based metrics for fiscal year 2025-2026 –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 126-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

Proposed Ordering Document CPQ-4049683 with Oracle America, Inc., an independent contractor, containing nonstandard terms and conditions, for purchase and installation of a new electronic data interchange for the electronic health record from October 15, 2025 through October 14, 2026, in an amount not to exceed \$14,963 –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 127-2025

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

22) Report on upcoming anticipated retroactive agreements – RECEIVED AND FILED

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

23) Report on the status of the Kern Medical Center Electronic Health Record vendor selection – CO-CHIEF INFORMATION OFFICER SANDY BAKICH HEARD; DIRECTOR BERJIS HEARD INQUIRED ABOUT THE PLAN TO CURTAIL FUTURE COSTS IF ORACLE IS THE VENDOR OF CHOICE; MS. BAKICH RESPONDED; RECEIVED AND FILED

Pollard-Pelz: 6 Ayes; 1 Absent - McLaughlin

24) Kern County Hospital Authority Chief Financial Officer report –
CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; DIRECTOR ANDERSON ASKED
HOW THE AUTHORITY ACCOUNTS FOR INDIGENT FUNDING AND THE FREQUENCY OF
ADJUSTMENTS; MR. CANTU RESPONDED; RECEIVED AND FILED
Anderson-Pelz: 6 Ayes; 1 Absent - McLaughlin

25) Kern County Hospital Authority Chief Executive Officer report –
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; DIRECTOR BERJIS
INQUIRED ABOUT THE CHANGES IN THE FEDERAL BUDGET AND HOW THOSE
CHANGES WILL IMPACT THE AUTHORITY; MR. THYGERSON DISCUSSED HOW THE
CHANGES WILL IMPACT HOSPITALS GENERALLY AND MEDICAID REIMBURSEMENT
SPECIFICALLY; RECEIVED AND FILED

Pelz-Anderson: 6 Ayes; 1 Absent - McLaughlin

CA

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

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

CA

27) Claims and Lawsuits Filed as of September 30, 2025 – RECEIVED AND FILED

Merz-Pelz: 5 Ayes; 2 Absent - McLaughlin, Pollard

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

C-28) Kern Medical Surgery Center, LLC, Administrative Report – RECEIVED AND FILED

Merz-Pollard: 6 Ayes; 1 Absent - McLaughlin

C-29) Proposed Resolution establishing regular meeting dates of the Kern Medical Surgery Center, LLC, Board of Managers for calendar year 2026 – APPROVED; ADOPTED RESOLUTION 2025-001

Merz-Pollard: 6 Ayes; 1 Absent - McLaughlin

C-30) Proposed credentialing recommendations – APPROVED

Merz-Pollard: 6 Ayes; 1 Absent - McLaughlin

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

ADJOURNED TO CLOSED SESSION Merz-Pollard

CLOSED SESSION

- 31) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) SEE RESULTS BELOW
- 32) CONFERENCE WITH LEGAL COUNSEL FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Margarita Rodriguez, Applicant v. Kern Medical; Adminsure Ontario, Defendants, Workers' Compensation Appeals Board, Case Nos. ADJ10932624; ADJ11328261 SEE RESULTS BELOW
- 33) CONFERENCE WITH LEGAL COUNSEL FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB SEE RESULTS BELOW
- 34) CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) SEE RESULTS BELOW
- 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
- 36) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Chief Executive Officer (Government Code Section 54957) SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION Anderson-Pelz

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

- Item 31 concerning Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) HEARD; BY A UNANIMOUS VOTE (MOTION BY DIRECTOR POLLARD, SECOND BY DIRECTOR PELZ, 1 ABSENT DIRECTOR MCLAUGHLIN), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, RELEASE OF PROCTORING, REQUEST FOR ADDITIONAL PRIVILEGES, VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN
- Item 32 concerning CONFERENCE WITH LEGAL COUNSEL FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Margarita Rodriguez, Applicant v. Kern Medical; Adminsure Ontario, Defendants, Workers' Compensation Appeals Board, Case Nos. ADJ10932624; ADJ11328261 HEARD; NO REPORTABLE ACTION TAKEN

- Item 33 concerning CONFERENCE WITH LEGAL COUNSEL FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Elena Lopez-Rodriguez, v. Kern County Hospital Authority (an organization form unknown) and DOES 3-100, inclusive, Defendants, Kern County Superior Court Case No. BCV-20-100510 BCB HEARD; NO REPORTABLE ACTION TAKEN
- Item 34 concerning CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) HEARD; NO REPORTABLE ACTION TAKEN
- Item 35 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 36 concerning PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Chief Executive Officer (Government Code Section 54957) HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, NOVEMBER 19, 2025 AT 11:30 A.M. **Pollard**

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



November 19, 2025

Subject: Proposed appointment of Thiagarajan Nandhagopal, M.D., as Chair, Department of Family Medicine

Requested Action: Ratify appointment

Summary:

Kern Medical is requesting that your Board ratify the appointment of Thiagarajan Nandhagopal, M.D. (Dr. Raj), as Chair, Department of Family Medicine. The Department has been without a permanent Chair since September when former chair stepped down to pursue opportunities outside of Kern Medical.

Dr. Raj, who is board certified in pediatrics, has been employed by Kern Medical since July 6, 2019, and has served as the Chief, Division of Pediatrics since July 17, 2024. The Division of Pediatrics is part of the Department of Family Medicine. Dr. Raj was appointed as Acting Chair of the Department in September, and since that time, has performed the responsibilities and duties required of a department leader in exemplary fashion and in accordance with the Medical Staff Bylaws (Bylaws).

The process for appointing a department chair is set forth in the Bylaws, which includes the formation of a search committee to seek applicants to fill the position. After conducting a search for the most desirable candidate, the search committee, comprised of the Chief Executive Officer, Chief Medical Officer, and members of the Medical Staff, has recommended to Mr. Thygerson that Dr. Raj be appointed Chair of the Department. Mr. Thygerson concurs with the recommendation. The Bylaws require that your Board ratify the final decision on appointment.

Therefore, it is recommended that your Board ratify the appointment of Thiagarajan Nandhagopal, M.D., as Chair, Department of Family Medicine.



November 19, 2025

Subject: Proposed Kern County Hospital Authority Community Health Center Healthcare Practitioner Credentialing and Privileging Policy

Recommended Action: Approve

Summary:

On Wednesday, March 26, 2025, the Kern County Hospital Authority Community Health Center Board of Directors (CHC Board) approved the CHC's Healthcare Practitioner Credentialing and Privileging Policy. The purpose of the policy is to establish a process for the initial and recurring review of credentials and initial granting and renewal of privileges for all clinical staff members who are employees, individual contractors, or volunteers, to ensure the quality and continuity of care provided in the health center.

Your Board has oversight responsibilities for the CHC Board. On March 26, 2025, the CHC and Kern Medical Center entered into a Memorandum of Understanding for shared services. These services are shared between the CHC and Kern Medical Center and the costs are allocated according to use of the services. One of the listed services is credentialing and privileging of healthcare practitioners. For the CHC, the Health Resources Services and Administration requires a more expansive credentialing and privileging population than what is required for Kern Medical Center. The proposed policy delineates the specific credentialing and privileging procedures that each healthcare practitioner type is required to meet and which department will provide information and/or complete the credentialing and privileging process. The policy aligns the CHC with the established credentialing and privileging policy of Kern Medical Center and more clearly outlines the overall credentialing and privileging responsibilities of the Kern County Hospital Authority.

Therefore, it is recommended that your Board approve the Kern County Hospital Authority Community Health Center Healthcare Practitioner Credentialing and Privileging Policy.

KERN COUNTY HOSPITAL AUTHORITY COMMUNITY HEALTH CENTER

Policy and Procedure

Healthcare Practitioner Credentialing and Privileging

Approvals:

Board of Directors:

Board of Governors:

I. PURPOSE:

The purpose of this policy is to establish a process for the initial and recurring review of credentials and initial granting and renewal of privileges for all clinical staff members, as defined herein, who are health center employees, individual contractors, or volunteers, to ensure the quality and continuity of care provided in the health center.

II. POLICY STATEMENT:

It is the policy of the health center to utilize staff that is qualified by training and experience to carry out the activities of the health center.

III. APPLICATION:

This policy applies to all clinical staff members (licensed independent practitioners, other licensed or certified practitioners), and other clinical staff providing services on behalf of the health center who are health center employees, individual contractors, or volunteers.

All clinical staff shall undergo initial and recurring review of credentials and granting and renewal of privileges every two years. All clinical staff must be credentialed and privileged prior to placement into any practice location.

The health center Board of Directors, as the co-applicant, has delegated credentialing and privileging activities to the Board of Governors of the Kern County Hospital Authority, the Section 330 public agency, to approve all clinical staff members, as defined herein, pursuant to the Credentialing and Privileging Procedure set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

IV. DEFINITIONS:

- a. **Board:** Kern County Hospital Authority Board of Governors.
- b. **Credentialing:** The process of assessing and confirming the qualifications of a licensed or certified health care practitioner.
- c. **Competency:** The process of assessing a health care practitioner's knowledge and skills in their area of expertise to ensure their ability to perform successfully and efficiently.
- d. Clinical Staff Members: Licensed independent practitioners, other licensed or certified health care practitioners, other clinical staff, and provider organizations (e.g., group practices, locum tenens agencies, training programs).

¹ For purposes of this policy, licensed independent practitioners include advanced practice providers. The Kern County Hospital Authority Board of Governors recognizes the following categories of advanced practice providers who are eligible for practice privileges: Nurse Practitioner, Physician Assistant, Certified Registered Nurse Anesthetist, Certified Nurse Midwife, Registered Nurse First Assistant, and Clinical Pharmacist (Resolution No. 2023-007).

- e. Licensed Independent Practitioner (LIP): Physician (MD, DO, DPM, and DDS), advanced practice providers (nurse practitioner, physician assistant, certified registered nurse anesthetist, certified nurse midwife, registered nurse first assistant, and clinical pharmacist), or any other individual permitted by law and the organization to provide care and services without direction or supervision, within the scope of the individual's license and consistent with individually granted clinical privileges (i.e., scope of practice).
- f. **Medical Staff:** The Medical Staff of Kern Medical Center (which is owned and operated by Kern County Hospital Authority).
- g. Other Licensed or Certified Health Care Practitioner (OLCP): An individual who is licensed, registered or certified but is not permitted by law to provide patient care services without direction or supervision. Examples include, but are not limited to residents, registered nurses, licensed vocational nurses, laboratory technicians, certified medical assistants, licensed clinical social workers, and dental hygienists.
- h. Other Clinical Staff (OCS): An individual who is providing clinical services on behalf of the health center in states, territories or jurisdictions that do not require licensure or certification. Examples include, but are not limited to, medical assistants, dental assistants, and other Community Health Workers.
- i. **Primary Source Verification:** Verification by the original source of a specific credential directly with an educational, accrediting, licensing, or other entity, or NCQA-approved entity to determine the accuracy of a qualification reported by a health care practitioner. Methods include, but are not limited to, direct correspondence with verbal or documented verification, internet verification and reports from credentialing verification organizations.
- j. **Privileging:** The process of authorizing a licensed or certified health care practitioner's specific scope and content of patient care services. This is performed in conjunction with an evaluation of an individual's clinical qualifications and/or performance.
- k. **Scope of Practice:** The procedures, actions, and processes that a healthcare practitioner is permitted to undertake in keeping with the terms of their professional training. The scope of practice is limited to that which the law allows for specific education and experience, and specific demonstrated competency. Each jurisdiction has laws, licensing bodies, and regulations that describe requirements for education and training, and define scope of practice.
- Secondary Source Verification: Methods of verification that rely on other organizations to review credentials where appropriate. For example, an issuance by the state of a valid license considered as proof that the licensee has the requisite education to hold such license. These methods may be used when primary verification is not required.

EXHIBIT "A" CREDENTIALING AND PRIVILEGING PROCEDURE

	LICENCES		
CREDENTIALING OR PRIVILEGING ACTIVITY	LICENSED INDEPENDENT PRACTITIONER (LIP)	OTHER LICENSED OR CERTIFIED PRACTITIONER (OLCP)	OTHER CLINICAL STAFF (OCS)
	Physicians, Advanced Practice Providers	Residents, Fellows, RN, LCSW, LVN, RD, RDH, RDA, Certified Medical Assistants, Laboratory Technicians, Radiologic Technicians	Medical Assistants, Dental Assistants, and other Community Health Workers
INITIAL CREDENTIALING	METHOD		
Approval authority	Medical Staff / Board	Board	Board
Frequency	Upon hire	Upon hire	Upon hire
Verification of licensure, registration, or certification	Primary source	Primary source	Primary source
Verification of education	Primary source	Primary or secondary source	Primary or secondary source
Verification of training	Primary source	Secondary source	Secondary source
Verification of current competence	Primary source	Supervisory evaluation per job description	Supervisory evaluation per job description
Verification of Board Certification	Primary source	Primary source, if applicable	N/A
Verification of Professional Liability Insurance and Claims History	Secondary source	Secondary source	N/A or Secondary source as applicable
Criminal Background Check	Primary source	Primary source	Primary source
Medicare/Medicaid Sanctions	Primary source	Primary source	Primary source
Professional References	Primary source	Secondary source	Secondary source
National Practitioner Data Bank (NPDB) Query	Primary source	Primary source	Primary source
Government issued picture identification	Secondary source	Secondary source	Secondary source
Drug Enforcement Administration (DEA) registry	Primary source, if applicable	Primary source, if applicable	N/A
Hospital admitting privileges	Primary source	N/A	N/A
Basic Life Support Training	Secondary source	Secondary source	Secondary source
RECREDENTIALING	METHOD		
Approval authority	Medical Staff / Board	Board	Board
Frequency	At least every 2 years	At least every 2 years	At least every 2 years
Verification of current licensure, registration, or certification	Primary source	Primary source	N/A
Verification of Board Certification	Primary Source	Primary source, if applicable	N/A

	T		
Hospital admitting privileges	Primary source	N/A	N/A
Drug Enforcement Administration (DEA) registry	Secondary source, if applicable	Secondary source, if applicable	N/A
National Practitioner Data Bank (NPDB) Query	Primary source	Primary source	Primary source
Verification of Professional Liability Insurance and Claims History	Secondary source	Secondary source	N/A
Medicare/Medicaid Sanctions	Primary source	Primary source	Primary source
Basic Life Support Training	Secondary source	Secondary source	Secondary source
INITIAL GRANTING OF PRIVILEGES		METHOD	
Approval authority	Medical Staff / Board	Board	Board
Frequency	Upon hire	Upon hire	Upon hire
Verification of current competence to provide services specific to each of the organization's care delivery	Primary source based on peer review and/or performance improvement data	Supervisory evaluation per job description	Supervisory evaluation per job description
Verification of Fitness for Duty	Primary or secondary source	Primary or secondary source	Primary or secondary source
Immunization and Communicable Disease Status	Primary or secondary source	Primary or secondary source	Primary or secondary source
RENEWAL OR REVISION OF PRIVILEGES		METHOD	
Approval authority	Medical Staff / Board	Board	Board
Frequency	At least every 2 years	At least every 2 years	At least every 2 years
Verification of current competence to provide services specific to each of the organization's care delivery	Primary source based on peer review and/or performance improvement data	Supervisory evaluation per job description	Supervisory evaluation per job description
Verification of Fitness for Duty	Primary or secondary source	Primary or secondary source	Primary or secondary source
Immunization and Communicable Disease Status	Primary or secondary source	Primary or secondary source	Primary or secondary source



November 19, 2025

Subject: Report on Kern County Hospital Authority construction projects

Recommended Action: Receive and File

Summary:

As a result of ongoing operations, Kern Medical regularly undertakes numerous construction projects to address end of life of equipment and aging facilities, enhance services and maintain compliance with new regulations. While many projects are brought before your Board for approval due to the scale and cost of the project, others do not require the approval of your Board because they fall within the signature authority delegated by your Board to the Chief Executive Officer. The attached report summarizes current projects and identifies whether the project required and received Board approval, classified in the following project phases:

- Investigation and Estimation
- Design and Review
- Bid Process
- Construction
- Close Out

The report also includes a summary of projects completed in FY 2023, FY 2024, and those projects completed to date in FY 2025.

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

Status	PROJECT NAME	Classification	Scope of Work	Funding Source
On Hold	ICU/DOU Circulation Remodel	Remodel	paint, flooring and minor modifications to cabinets/nurse station	Capital Fund
On Hold	3C Patient Room Upgrades & Nurse Call Replacement	End of Life	paint, flooring and new nurse call system	Capital Fund
Final	D Wing Elevator Modernize	End of Life	Upgrade mechanical systems and cars	Kern Family Grant
Final	Totguard Install - Peds Grant	Code Requirement	Install pediatric security system	Children's Hospital Bond Act
On Going	Seismic Compliance Reporting - Sb-1953 2022-2023	Code Requirement	SB 1953 - Structural and Nonstructural requirements	Capital Fund
Construction	New Above Ground Fuel Tank	Code Requirement	Install new above ground fuel tank for emergency generators at D Wing	Capital Fund
On Hold	Under Ground Fuel Tank Removal	Code Requirement	Removal of underground fuel tank, regulatory testing, restore site	Capital Fund
Final	Ed Peds - 4 New Exam Rooms - Peds Grant	Betterment	Construct 4 new exam rooms, nurse station, clean/dirty/store rooms, restrooms and med room, new triage, registration office, 2 fast track exam room in the ED Lobby and new Air Handler	Children's Hospital Bond Act
Final	Hot Room To Central Plant Steam Lines	End of Life	abandon end of life boilers that service the OR's and tie the system into the Central Plant steam.	Capital Fund
HCAI Review	New MRI Building	Betterment	Construct new MRI Wing W of Radiology at E Wing	Capital Fund
Bid Process	D Wing Lobby, Gift Shop & Registration	Betterment	New paint and flooring, minor construction to accommodate Registrations new location in the D Wing Lobby.	Capital Fund
Construction	In House Pharmacy Sup 800 Mods	Code Requirement	Install stand alone AC Unit at the Pharmacy Compounding to meet Board of Pharmacy requirements	Capital Fund
Design	Fire Panel Upgrades At Main Campus	End of Life	Install new fire panels and upgrade fire alarm devices as required.	Capital Fund
Final	NICU Medical Air Skid Replacement	Code Requirement	Install a new medical air compressor system for the NICU.	Capital Fund
Final	Nitrogen Manifold Replacement	End of Life	Replace the nitrogen and nitrous oxide panels that provide services to the OR for procedures.	Capital Fund
Pending	4C South Patient Room Flooring	Code Requirement	Flooring in these patient rooms are at end of life and need to be replace for infection control purposes	Capital Fund
Pending	Louver Repair	End of Life/Safety	The louver anchoring system over B/C Wing has failed	Capital Fund
Construction	New Ct Machine At 1569 E Wing	End of Life	Modify room to meet current codes and install new CT Machine.	Capital Fund
Pending	3D New Head Walls	End of Life/Safety	Replace existing head walls, patch paint	Capital Fund
Pending	3D Nurse Call Replacement	Code Requirement	Demo existing temp system, and failed system, install new nurse call system, path and paint.	Capital Fund
Final	D Wing Penthouse HVAC Replacement	End of Life	Replace AC Unit that tempers new Elevator controls at D	Capital Fund
	Air Handler S -1 Modifications	End of Life	Rebuild Air Handler	Capital Fund
	C Wing S2 HVAC Rebuild	End of Life	Rebuild Air Handler	Capital Fund
Construction	B Wing S-7 HVAC Replacement - Room 4123 (L&D)	End of Life	Rebuild Air Handler	Capital Fund
Construction	Emergency C Wing Sewer Line Replacement (Kitchen)	End of Life	Replace sewer lines under Medical Records, Operators Booth, inside the Utility Tunnel and inside the Kitchen due to failures.	Capital Fund
Complete	Central Plant Panel Controls	End of Life	Replace the controls at the Central Plant	Capital Fund
Complete	Central Plant Chiller 2 Rebuild	End of Life	Rebuild the Chiller	Capital Fund
Bid Process	D Wing Postpartum Relocation - Phase III	Betterment	paint, flooring, modify restrooms to meet code, room repurposes for function changes.	Capital Fund

Status	PROJECT NAME	Classification	Scope of Work	Funding Source
Complete	HIM Relocation	End of Life	Due to sewer line failures in C Wing, Medical records will be relocated to accommodate construction. Minor	Capital Fund
Complete	This relocation	Liid of Life	construction, paint and flooring to new space.	Capital Fullu
Final	Or 2 Dedicated Power For Robot	Code Requirement	Provide dedicated power for the robot at OR 2	Capital Fund
On Hold	Kern Medical New It Hub	Code Requirement	Construct new IT Hub and connections to hospital and Columbus Clinic	Capital Fund
Design	Medical Mobile Unit Parking	Betterment	Demo abandoned trailers and construct secured, covered parking.	Capital Fund
IT	New Phone System	Betterment	IT Project	Capital Fund
Construction	Valley Fever Research	New Addition	Building lease and construction modifications	HRSA Grant
Complete	Chiller 1 Overhaul	End of Life	Rebuilt Chiller	Capital Fund
Construction	New Mobile MRI	End of Life	Site modifications to install new mobile MRI	Capital Fund
Final	Ct Room 1576 Replace AC	End of Life	Replace AC Unit that provides tempered air to the MRI	Capital Fund
Final	Emergency - Sonic Irrigator Replacement (Robot Sterilizer)	End of Life	Minor electrical and plumbing, anchor new equipment	Capital Fund
Construction	4Th Floor Open Egress	Code Requirement	Remove security locks at exist and cross corridor doors.	Capital Fund
Complete	D Penthouse Med Air	End of Life	Install a new medical air system for D Wing	Capital Fund
Pending	Spectrum Upgrade	IT Project		
Construction	Chiller 3 Booster Pump	End of Life	Modify the circulation water system and install new pumps to accommodate new Air Handlers in B Wing	Capital Fund
Pending	Heritage Modifications (Patty Galvan)	Betterment	Not Approved	Capital Fund
Complete	Lab Spacesavers	Betterment	minor demolition and install new shelving system	Apply for Grant
Complete	D/E Wing Reroof Various Locations	End of Life	Roofing Repairs	Capital Fund
Design	New Nurse Call Systems - ED; 2D (ICU/DOU); 3C; 3D; 4B(Labor & Delivery); 4D (Post Partum/NICU)	Code Requirement	Demo existing system, install IT as required, install new system, paint and patch	Capital Fund
Final	G Wing Surgery Residents	Betterment	Paint, flooring, new furniture, and new air handler.	Capital Fund
Design	Lab Equipment Phase 1 & 2	End of Life	Install additional electrical for equipment upgrades	Capital Fund
Design	OR1 Dedicated Power for Robot	Code Requirement	Provide dedicated power for the robot at OR 1	Capital Fund
Construction	Emergency Chiller 1 Repair	Code Requirement	Rebuild motor, start up, and install protection	Capital Fund
Design	ED Trauma Bay Lights	Betterment	Upgrade existing surgical lights	Capital Fund
Design	OR Lights	Betterment	Upgrade existing surgical lights	Capital Fund
Design	New Monitor Arm CT in 1576	Betterment	Install new CT arm	Capital Fund
Construction	Emergency UPS Replacement	Code Requirement	Replace failed UPS and racks.	Capital Fund
Final	OR Sinks	Betterment	Replace existing OR sinks	Capital Fund



November 19, 2025

Subject: Proposed increase in maximum payable for interface system support with Telcor, Inc.

Requested Action: Approve

Summary:

Kern Medical requests your Board approve the proposed increase in the maximum payable for current Software Support Agreement 056-2023 with Telcor, Inc., for the purchase of a necessary interface system for our point of care devices in an amount not to exceed \$182,000. This interface improves patient safety, compliance, nursing workflow, accuracy of test result reporting and enhance product.

On April 19, 2023, your Board entered into an agreement with Telcor Inc., for the purchase of an interface system, a Software Support Agreement, and Business Associate Agreement to operate point of care devices in an amount not to exceed \$82,000. Kern Medical now requests your Board increase the maximum payable from \$82,000 to \$182,000, an increase of \$100,000.

Therefore, it is recommended that your Board approve an increase in the maximum payable to Software Support Agreement 056-2023 with Telcor, Inc. for purchase of an interface system of point of care devices in an amount not to exceed \$182,000 from \$82,000, and increase of \$100,000.



November 19, 2025

SUBJECT: Proposed Quote No: Q-10970 with ZOLL Medical Corporation Oscillator

Requested Action: Approve; Authorize Chairman to sign

Summary

Kern Medical requests your Board approve the proposed Quote No: Q-10970 with Zoll Medical Corp, for of the continuing purchase of disposable 3100A/B High Frequency Oscillator ventilator supplies parts in an amount not to exceed \$5,000 annually. These disposable components are critical for the operation of oscillator devices used in providing high-frequency oscillatory ventilation for patients requiring respiratory support in the Neonatal Intensive Care Unit (NICU). The previous vendor Vyaire went into bankruptcy and was purchased by Zoll.

Counsel is unable to approve the terms as to form because vendor would not agree insurance coverage limits, the agreement has no expiration date, and limitations on the vendor's liability. Counsel attempted to negotiate these non-standard terms with the vendor.

Therefore, it is recommended that your Board approve the proposed Quote No: Q-10970 with Zoll Medical Corp., the continuing purchase for Zoll 3100A/B High Frequency Oscillator ventilator supplies with a not to exceed amount of \$5,000 annually plus tax and shipping, and authorize the Chairman to sign.



Federal ID# 04-2711626

Phone: (833) 327-3284 Fax: (978) 421-0015 Email: ventcapital@zoll.com

Quote No: Q-109270 Version: 3 Quote No: Q-109270

Kern Medical 1700 Mount Vernon Avenue Bakersfield, CA 93306

Issued Date: May 5, 2025 Expiration Date: June 30, 2025

Terms: NET 30 DAYS

Kathryn Eacmen 661-326-5550 kathryn.eacmen@kernmedical.com

FOB: Shipping Point Freight: Prepay & Add

Version: 3

Prepared by: Kathy Bowers Ventilation Territory Manager - Hospital kathy.bowers@zoll.com

ZOLL Medical Corporation

269 Mill Road

Chelmsford, MA 01824-4105

2 CR 766897 Bellows/Water Trap Bx4 1 \$677.82 \$	3.68 \$143.68		Qty List Price		Description		Contract Reference	Item
	\$10.00	\$143.68	1 \$271.13	x of 4	CAP/Diaphragm Set,	766896	CR	1
3 CR 773996 Short Pat Circut,F&P 850,Box 4, 31A 1 \$979.06 \$	0.17 \$360.17	\$360.17	1 \$677.82		Bellows/Water Trap B	766897	CR	2
	7.96 \$517.96	\$517.96	1 \$979.06	0,Box 4, 31A	Short Pat Circut,F&P	773996	CR	3
4 CR 11437-PMN Tube Set,Non-Filtered Circuit Only 1 \$37.66 (1Ea:RD,BL,GRN)	9.99 \$19.99	\$19.99	1 \$37.66	ircuit Only	,	11437-PMN	CR	4

Subtotal: \$1,041.80

Total: \$1,041.80

Contract Reference	Description
CR	Reflects courtesy pricing for former Vyaire ventilators and related accessories that are not currently on a similar ZOLL Group Purchasing Organization contract. Notwithstanding anything to the contrary herein, ZOLL's standard terms and conditions shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/software-legal, and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.



Quote No: Q-109270 Version: 3

ZOLL Medical Corporation

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

Phone: (833) 327-3284

Fax: (978) 421-0015

Email: ventcapital@zoll.com

Kern Medical

- 2. This Quote expires on June 30, 2025. Pricing is subject to change after this date.
- 3. Applicable tax, shipping & handling will be added at the time of invoicing.
- 4. All purchase orders are subject to credit approval before being accepted by ZOLL.

5. To place an order, please forward the purchase order with6. All discounts from list price are contingent upon payment v	a copy of this quotation to ventcapital@zoll.com or via fax to 978-4210015 within the agreed upon terms.
Order Information (to be completed by the customer)	
[] Tax Exempt Entity (Tax Exempt Certificate must be	provided to ZOLL)
[] Taxable Entity (Applicable tax will be applied at time	e of invoice)
BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department: Accounts Payable	Name/Department: Cardiopulmonary
Address: 1700 Mount Vernon Ave	Address: 1700 Mount Vernon Ave
City / State / Zip Code: Bakersfield, CA 93306	City / State / Zip Code: Bakersfield, CA 93306
Is a Purchase Order (PO) required for the purchase and/or p	
[] Yes PO Number:	PO Amount:
	cluded with this Quote when returned to ZOLL)
` ',	, and the second
[] No (Please complete the below section when	submitting this order)
	written execution of this order. The person signing below represents and which he or she is signing to the terms and prices in this quotation.
Kern Medical	
Authorized Signature:	
	REVIEWED ONLY
	NOT APPROVED AS TO FORM
Name: Philip McLaughlin	<u></u>
Title: Chair, Board of Governos	By <i>Phillip Jenkins</i>
Date: November 19, 2025	Kern County Hospital Authority
	ct information for this order. Providing the information below information and/or questions pertaining to the order or shipment of
Jonathan Butler Contact Name:	
Cardianulmanary and Cardian Diagna	otio Convices

Contact Name:	Jonathan Butler
Department:	Cardiopulmonary and Cardiac Diagnostic Services
Phone:	661-326-2625
Email:	jonathan.butler@kernmedical.com

ZOLL Standard Commercial Terms and Conditions

Effective Date: March 13, 2023

- 1. GENERAL. This agreement constitutes the entire agreement between the Customer and ZOLL with respect to the purchase and sale of the products described in the EDI transmission, and only representations or statements contained herein shall be binding upon ZOLL as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon ZOLL unless made in writing and signed by a duly authorized representative of ZOLL. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by the Customer. To the extent that this writing may be treated as an acceptance of the Customer's prior offer, such acceptance is expressly made conditional on assent by the Customer to the terms hereof, and, without limitation, acceptance of the goods by the Customer to the terms hereof, and, without limitation, acceptance of the goods by the Customer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.
- 2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.
- 3. TERMS OF PAYMENT. Unless otherwise stated in current contracts, payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid. The Customer is responsible for all Attorney or Agency fees incurred by ZOLL due to actions taken as a result of default in payment. ZOLL reserves the right at any time to change or rescind payment terms based on assessment of Customer's financial condition or prior payment record.

- 4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.
- 5. TAXES. The pricing quoted does not include sales use, excise, or other similar taxes or any duties or customs charges. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation). In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.
- 6. SHIPPING & HANDLING. The pricing quoted does not include any shipping & handling charges. The Customer shall pay in addition for the prices quoted the amount of any shipping & handling charges.
- 7. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firm ware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability

of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.
- 9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.
- 10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL

Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

- 11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.
- 12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) If the Customer receives authorization from ZOLL Medical Corporation to return a product for credit; then the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price. Notwithstanding the foregoing, products categorized as consumables or disposables (for example electrodes, catheters, cartridges, and related accessories) are non-returnable unless the products (a) were shipped in error by ZOLL and are returned within thirty (30) calendar days of the invoice date, (b) are non-conforming or defective and returned within the applicable warranty period, or (c) are those of which ZOLL specifically authorized in writing for return. Products returned without ZOLL's prior written authorization shall be refused. Products authorized for return and returned within thirty (30) calendar days must be unopened, undamaged and properly packaged by the Customer to prevent damage during shipping. ZOLL will not issue a return credit for products that are damaged during shipment. The customer is responsible for any return freight charges.

13. APPLICABLE LAW. Intentionally omitted.

- 14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.
- 15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments without in any way affecting its right under such order. If, despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.
- 16. ASSIGNMENT. This agreement may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.
- 17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.
- 18. TRADEMARKS. Customer shall not use ZOLL's name, logo, trademarks, trade names, trade dress, design, look and feel or other proprietary rights (together "Proprietary Rights") in any of its advertising, promotional communications, publications or other work without the prior written permission of ZOLL. Any such use shall be solely for the purpose of identifying ZOLL as the source of the referenced product(s) and shall not imply any other relationship between ZOLL and Customer. Customer must not remove, obfuscate, deface, cover or alter any ZOLL mark or other mark nor add any ZOLL mark or other mark to any materials provided by ZOLL nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with ZOLL Proprietary Rights.

ADDITIONAL AGREEMENT TERMS & CONDITIONS Kern County Hospital Authority (KCHA) (ZOLL Medical Corporation)

Obligations of ZOLL Medical Corporation

- 1. ZOLL Medical Corporation Corporation shall provide products/services on an as ordered, as needed basis, as set forth in the attached ZOLL Medical Corporation quote.
- 2. ZOLL Medical Corporation shall provide products/services at the pricing identified in the attached ZOLL Medical Corporation quote. Unless otherwise clearly specified, the prices stated herein do not include California state sales or use tax.
- 3. ZOLL Medical Corporation warrants possession of clear and unencumbered title to the products involved herein.
- 4. During the term of this agreement, ZOLL Medical Corporation agrees to maintain insurance coverage in types and amounts commensurate with those customarily maintained y similar firms. ZOLL will provide proof of insurance upon written request.

The Commercial General Liability Insurance shall include an endorsement naming KCHA and KCHA's board members, officials, officers, agents and employees as additional insureds. All insurance shall be issued by a Corporation 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 Zoll Medical Corporation hereunder shall be primary to and not contributing to any other insurance maintained by KCHA. Any exception to these requirements must be approved by KCHA's Risk Manager. KCHA'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 Zoll Medical Corporation until completion of all of Zoll Medical Corporation 's obligations to KCHA, and shall not be reduced, modified or canceled without 30 days prior written notice to the Chief Executive Officer ("CEO").

- 5. ZOLL Medical Corporation agrees to indemnify, defend and hold harmless KCHA and KCHA's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims and expenses (including reasonable attorneys' fees) to the extent arising directly from a defect in the applicable products provided under this Agreement. Any indemnity will be conditioned upon reasonable written notification by KCHA to ZOLL of claim, cooperating with ZOLL in defense of claim, and giving ZOLL sole control of defense, negotiation, and settlement of any such claim. ZOLL shall not have the authority to make any admission on behalf of KCHA unless agreed to by KCHA in writing. ZOLL shall not be responsible for any settlement of a claim that it doesn't approve in writing.
- 6. ZOLL Medical Corporation shall comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference. Corporation

Obligations of KCHA

- 7. KCHA shall receive shipments during regular business hours, or otherwise as previously arranged, at its receiving dock or other designated locations, and shall perform receiving inspections(s) in a time and manner appropriate for the products involved.
- 8. KCHA shall notify ZOLL Medical Corporation of any discrepancies in products shipped or services rendered, be the quantity, condition, or otherwise, promptly upon completion of the receiving inspection

General Provisions

- 13. Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this quote, ZOLL Medical Corporation 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 ZOLL Medical Corporation provided under this quote. ZOLL Medical Corporation 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.
- 14. Audits, Inspection and Retention of Records. During the term of this Agreement, each Party shall maintain complete and accurate books and records in sufficient detail, in accordance with applicable law to enable verification of the performance of its respective obligations under this Agreement. Such records shall be maintained for a period of three (3) year after the end of the term of this Agreement or longer if required by applicable law. The Customer may request, with reasonable advanced notice and during normal business hours without disrupting Contractor's business operations, to inspect or audit the financial books and accounting records related to the performance of this Agreement, once annually.

- 16. Disqualified Persons. ZOLL Medical Corporation 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 KCHA), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. ZOLL Medical Corporation 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"), ZOLL Medical Corporation shall immediately notify KMC and such individual shall be immediately removed by ZOLL Medical Corporation from any functions involving (i) the claims development and submission process, and (ii) any healthcare provider contact related to KMC patients; provided, however, that if ZOLL Medical Corporation is directly involved in the Enforcement Action, any agreement between KCHA and ZOLL Medical Corporation shall terminate immediately.
- 17. Non-collusion Covenant. ZOLL Medical Corporation 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 KCHA. ZOLL Medical Corporation has received no incentive or special payments, nor considerations, not related to the provision of services under this quote from KCHA.

CORPORATIONCORPORATION



November 19, 2025

Subject: Proposed Personal/Professional Services Agreement with American Incorporated, to provide HVAC, air handlers, chillers, cooling towers, pumps, and split system repairs at Kern Medical and other facilities owned and operated by the Hospital Authority

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board's approval a of a proposed Personal/ Professional Services Agreement with American Incorporated for HVAC and equipment system repairs at Kern Medical and other facilities owned and operated by the Hospital Authority. This Professional Service Agreement of \$855,000 will commence December 2, 2025 through December 1, 2028.

American Incorporated has provided exceptional support to our organization through their prompt response and high-quality workmanship. They have successfully completed several emergency repairs on our HVAC units and undertaken the rebuilding of critical equipment systems. Their team has demonstrated professionalism, technical expertise, and a strong commitment to ensuring our facilities remain fully operational and comfortable for staff and patients.

Therefore, it is recommended that your Board approve the proposed Personal/Professional Services Agreement with American Incorporated, in the amount of \$855,000 from December 2, 2025 through December 1, 2028, to provide HVAC and equipment repairs; authorize the chairman to sign.

KERN COUNTY HOSPITAL AUTHORITY PERSONAL/PROFESSIONAL SERVICES AGREEMENT SCHEDULE TO MASTER TERMS AND CONDITIONS: PPSA

THIS SCHEDULE shall be effective on: <u>December 2, 2025 ("Effective Date")</u> and shall terminate no later than <u>December 1, 2028</u>. Kern County Hospital Authority Department: <u>Engineering ("Responsible KCHA Department")</u> Located at: <u>1700 Mt. Vernon Avenue, Bakersfield, CA 93306</u>.

Service Provider: American Incorporated ("Consultant") Located at: 1345 N. American Street, Visalia, California 93291.

Consultant is (select one):	Sole Proprietorship X Incorporated in the State of California. Other (specify)
Consultant shall provide those serv	vices described in Exhibit "A" which is attached hereto and incorporated herein by this reference.
reimbursement of travel expenses exceed \$855,000 which includes a	KCHA") shall compensate Consultant for all services to be provided hereunder, including any s and other costs incurred by Consultant under this Agreement, in an aggregate sum not to a not to exceed amount of \$285,000 per year of the Agreement and Consultant will quote each be used under this Agreement for each approved Project.
KCHA shall reimburse Con KCHA. If the reimbursable expens by the Responsible KCHA Departr breakfast, \$14.00; lunch, \$16.00; c	Consultant for any costs or travel expenses incurred by Consultant hereunder. sultant for all necessary and reasonable actual costs or travel expenses incurred on behalf of es include travel, the travel expenses must be reasonable and necessary, approved in advance nent, and shall not exceed the following KCHA per diems: Lodging, \$116.00 per night plus tax; dinner, \$26.00; economy rental car; and mileage, if by private automobile, at \$.56 per mile; and harged for economy or coach class.
minimum amounts indicated: (sele X Workers' Compensation: As X Commercial General Liability X Automobile Liability (\$1,000,0	required by California Labor Code Section 3700 (\$1,000,000/Occurrence & \$2,000,000/Aggregate) orother amounts
Note: If a lesser amount is shown Manager.	n, the Responsible KCHA Department must obtain the prior written approval of KCHA's Risk
Should any conflicts arise between by this reference, the Schedule sh	this Schedule and the Master Terms and Conditions attached hereto and incorporated herein all control.
	F, each party has signed this Schedule upon the date indicated, and agrees, for itself, its successors, to be fully bound by all terms and conditions of this Agreement.
KERN COUNTY HOSPITAL AUTI	APPROVED AS TO CONTENT: Responsible KCHA Department
By:Chairman, Board of Governors "KCHA"	By: Scott Thygerson, Chief Executive Officer
Date:	Date:
AMERICAN INCORPORATED	APPROVED AS TO FORM: Legal Services Department
By: Ware: CEO Title:	By: Hospital Counsel, Kern County Hospital Authority
"Consultant"	
Date: <u>11-10-2025</u> .	Date: 11 10 25.

KERN COUNTY HOSPITAL AUTHORITY PERSONAL/PROFESSIONAL SERVICES AGREEMENT MASTER TERMS AND CONDITIONS PPSA-STANDARD

THIS AGREEMENT ("Agreement") is entered into on the Effective Date shown on the attached Schedule, by and between the KERN COUNTY HOSPITAL AUTHORITY, a local unit of government, which owns and operates Kern Medical Center, as represented by the Chief Executive Officer ("KCHA"), with its principal location at 1700 Mount Vernon Avenue, Bakersfield, CA 93306, and CONSULTANT identified on the Schedule ("Consultant"). KCHA and Consultant are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. KCHA is authorized, pursuant to Section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and
- B. The KCHA Department identified on the Schedule as the Responsible KCHA Department requires those services which are specified in **Exhibit A**.
- **C.** KCHA desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.
- **D.** The Chief Executive Officer ("CEO") has been authorized by the Board of Governors to contract for personal/professional services in an amount not to exceed \$250,000 per year of a three (3) year agreement.

AGREEMENT

- 1. Services to be Rendered. Consultant shall provide the services and products described in Exhibit A ("Services").
- 2. <u>Compensation to Consultant</u>. KCHA shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to KCHA.
- 3. Reimbursement Policy and Billing Requirements. All invoices for payment shall be submitted in a form approved by KCHA based upon the payment schedule selected on Schedule, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all reimbursable expenses incurred, including travel if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible KCHA Department. Consultant shall also provide an informational copy to the CEO. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible KCHA Department.
- 4. <u>Term.</u> This term of this Agreement ("Term") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.
- 5. <u>Assignment</u>. Consultant shall not assign, transfer or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the CEO.
- 6. <u>Audit, Inspection and Retention of Records</u>. Consultant shall maintain and make available to KCHA accurate books and records relative to the Services under this Agreement. Consultant shall permit KCHA to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as KCHA.
- 7. <u>Authority to Bind KCHA</u>. It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind KCHA to any agreements or undertakings.

8. Indemnification.

a. <u>General</u>. Consultant shall defend, indemnify, and hold harmless KCHA and KCHA's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("KCHA Indemnified Parties") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs (including attorneys' fees of in-

house and outside counsel, expert fees, costs of staff time, and investigation costs) ("Claims") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("Consultant Representatives"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of KCHA; and any workers' compensation Claim arising from or relating to any Services.

- b. Immigration Reform and Control Act. Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless KCHA and KCHA Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant and Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives.
- c. Infringement Claim. If any Claim is asserted or action or proceeding brought against KCHA or KCHA Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or KCHA's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, KCHA shall give Consultant prompt written notice. Consultant shall defend any Claim with counsel of Consultant's choice and at Consultant's sole cost and shall indemnify KCHA for any costs, including attorney's fees and damages actually incurred by KCHA, including steps KCHA may take to avoid entry of any default judgment or other waiver of KCHA's rights. KCHA shall cooperate fully with and may monitor Consultant in the defense of any claim, action or proceeding and shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by KCHA's cooperation in the defense.
- d. Remedy of Infringement Claim. If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:
 - 1. Replace. Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;
 - 2. <u>Modify.</u> Promptly modify the Services to make them non-infringing without materially impairing KCHA's ability to use the Services as intended;
 - 3. Procure Rights. Promptly procure the right of KCHA to continue using the Services; or
 - 4. Refund. As a last resort, if none of these alternatives is reasonably available to Consultant, and KCHA is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to KCHA all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by KCHA if the court does not so direct.
- e. <u>Modification of Services</u>. This indemnification does not extend to modifications or additions to the Services made by KCHA or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by KCHA.
- f. <u>Survival of Indemnification Obligations</u>. Upon completion of this Agreement, the provisions of this **Section** 8 shall survive.
- 9. <u>Insurance</u>. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "C," attached hereto and incorporated herein by this reference
- 10. <u>Consultant Representations</u>. Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:
- a. <u>Expertise and Staff.</u> Consultant has the expertise, support staff and facilities necessary to provide the Services; and
- b. <u>No Adverse Interests</u>. Consultant does not have any actual or potential interests adverse to KCHA, nor does Consultant represent a person or firm with an interest adverse to KCHA relating to the subject of this Agreement; and
- c. <u>Timeliness</u>. Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. <u>Ownership of Documents</u>. All reports, documents and other items generated or gathered in the course of providing the Services are and shall remain the property of KCHA, and shall be returned to KCHA upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. Rights to Contracted Products.

- a. <u>Belong to KCHA</u>. For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of KCHA and may be used by KCHA in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant,
- **b.** <u>Use by KCHA</u>. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by KCHA in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.
- c. <u>No Publication</u>. Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by KCHA.
- d. <u>Delivery to KCHA</u>. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to KCHA all KCHA-owned programs and documentation developed under this Agreement. In addition, Consultant grants to KCHA a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for KCHA purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services.
 - e. <u>Survival of Covenants.</u> Upon completion of this Agreement, the provisions of this **Section 12** shall survive.
- 13. <u>Termination</u>. The CEO may at his or her election, without cause, terminate this Agreement by written notice ("Notice of Termination"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the CEO, Consultant shall submit to the Responsible KCHA Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 13, KCHA shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.
- 14. <u>Choice of Law/Venue</u>. The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 15. <u>Compliance with Applicable Law.</u> Consultant shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or later enacted ("Applicable Law"), each of which is made a part of this Agreement. While on KCHA property, Consultant will also follow all applicable policies and any direction of staff.
- 16. <u>Confidentiality</u>. Consultant shall not, without the prior written consent of the CEO, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.
- 17. <u>Conflict of Interest.</u> Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of KCHA relating to this Agreement. If is further understood and agreed that if a financial interest does exist at the inception of this Agreement, KCHA may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
- 18. Cooperation with KCHA Compliance Obligations. Consultant shall cooperate with the compliance program maintained by KCHA and KMC (the "Compliance Program") to the extent that such requirements are (i) applicable to the operation of KCHA or KMC and Consultant's provision of services under this Agreement, (ii) consistent with applicable industry standards and laws, and (ii) communicated to Consultant, so that KCHA may meet all requirements imposed by laws and any governing or advisory body

having authority to set standards governing the operation of KCHA and KMC.

- 19. <u>Disqualified Persons</u>. Consultant represents and warrants that no person providing goods and/or services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to KCHA), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. Consultant agrees that if any individuals providing goods and/or services under the terms of this Agreement becomes involved in a pending criminal action or proposed civil debarment, exclusion or other sanctioning action related to any federal or state healthcare program (each, an "Enforcement Action"), Consultant shall immediately notify KCHA and such individual shall be immediately removed by Consultant from any functions, provided, however, that if Consultant is directly involved in the Enforcement Action, any agreement between KCHA and Consultant shall terminate immediately.
- 20. <u>Enforcement of Remedies.</u> No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.
- 21. Health Insurance Portability and Accountability Act-HITECH. Consultant understands that KCHA is a Covered Entity that provides medical and mental health services and that Consultant has no authorization to obtain access to any Protected Health Information ("PHI") in any form while performing services for KCHA. If, in the course of performing services, Consultant sees or hears any PHI, this PHI is to be treated as private and confidential, including the fact that a person has visited this facility(ies) or receives (or previously received) services from KCHA. The privacy and confidentiality of KCHA's patients are protected by KCHA policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate Consultant agrees to execute a business associate agreement with KCHA to supplement this Agreement if requested, to be incorporated herein as Exhibit D if so required.
- 22. <u>Liability of KCHA</u>. The liabilities or obligations of KCHA, with respect to its activities pursuant to this Agreement, shall be the liabilities or obligations solely of KCHA and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.
- 23. Negation of Partnership. In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of KCHA. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.
- 24. <u>Non-collusion Covenant</u>. Consultant represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with KCHA and (ii) it has received from KCHA no incentive or special payments and no considerations not related to the provision of the Services.
- 25. <u>Non-discrimination</u>. Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.
- 26. Non-waiver. No covenant or condition of this Agreement can be waived except by the written consent of KCHA. Forbearance or indulgence by KCHA shall not constitute a waiver of the covenant or condition to be performed by Consultant. KCHA shall be entitled to invoke any remedy available to KCHA under this Agreement or by Applicable Law despite the forbearance or indulgence.
- 27. Notices. All notices under this Agreement shall be provided to the KCHA CEO at the address indicated in the opening section of this Agreement and to the Consultant and Responsible KCHA Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the CEO.

- 28. <u>Captions and Interpretation</u>. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.
- 29. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- **30.** <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 31. <u>Regulatory Compliance.</u> In compliance with title 22, California Code of Regulations, section 70713 KMC will retain professional and administrative responsibility for services rendered under this Agreement. Consultant shall apprise Kern Medical of recommendations, plans for implementation and continuing assessment through dated and signed reports which shall be retained by Kern Medical for follow-up action and evaluation of performance.
- 32. Access to Books and Records. Until the expiration of four years after the expiration or termination of this Agreement, Kern Medical and Consultant shall make available, upon written request of the Secretary of the United States Secretary of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller General"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Consultant provided under this Agreement.
- 33. <u>Severability</u>. If any term or provision of this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.
- 34. <u>Signature Authority</u>. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 35. <u>Sole Agreement.</u> This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations and covenants contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
- **36.** <u>Time of Essence</u>. Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.
- 37. No Third Party Beneficiaries. The Parties understand and agree that the enforcement of these terms and conditions and all rights of action relating to enforcement, shall be strictly reserved to KCHA and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of KCHA and Consultant that any person or entity, other than KCHA or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- **38.** Gender/Plural. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.
- **39.** Recitals. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.
 - **Exhibits.** The below exhibits attached to this Agreement are incorporated into this Agreement by reference.

Exhibit A: Services

Exhibit A-1: IRS Form W-9 Exhibit B: Fee Schedule Exhibit C: Insurance

Exhibit D: Intentionally Omitted

Exhibit E: Additional Engineering Terms

EXHIBIT A SERVICES

Provide Services for HVAC repairs, air handlers, chillers, cooling towers, pumps, split systems as needed. All work will be by approved quote.

EXHIBIT A-1 IRS FORM W-9

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line	; do not leave this line blank.							
	American Incorporated								
2	2 Business name/disregarded entity name, if different from above								
Print or type Specific Instructions on page	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC			4 Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3): Exempt payee code (if any)					
ty ii	Limited liability company. Enter the tax classification (C=C corporation,			Exemption from FATCA reporting					
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.			code (if any)					
P C	Other (see instructions) >			1	to account			tside ti	he U.S.)
Ċij	5 Address (number, street, and apt. or suite no.)	Hequ	iester's name :	and add	iress (of	otiona	11)		
pe	1345 N. American Street								
See 5	6 City, state, and ZIP code								
ű	Visalia, CA 93291								
	7 List account number(s) here (optional)								
Pai									
Enter	your TIN in the appropriate box. The TIN provided must match the n	ame given on line 1 to avoid	Social se	curity r	umber	.			
	p withholding. For individuals, this is generally your social security next alien, sole proprietor, or disregarded entity, see the Part I instruct					_			
entitie	int allers, sole proprietor, or disregarded entity, see the Part Finance, is, it is your employer identification number (EIN). If you do not have	a number, see How to get a			\perp				
	n page 3.	_	or						_
Note.	If the account is in more than one name, see the instructions for line	e 1 and the chart on page 4 for	Employer	identif	ication	numt	oer		
gulde	ines on whose number to enter.		9 4	_ 2	2 3	3	6	6	8
			" "		- "	Ľ		<u> </u>	<u> </u>
Par	t II Certification								
Unde	penalties of perjury, I certify that:								
1. Th	e number shown on this form is my correct taxpayer identification n	umber (or I am waiting for a nu	mber to be is	sued t	o me);	and			
Se	m not subject to backup withholding because: (a) I am exempt from rvice (IRS) that I am subject to backup withholding as a result of a fa longer subject to backup withholding; and	backup withholding, or (b) I ha illure to report all interest or div	ve not been vidends, or (d	notified) the IF	d by the RS has	e Inte	ernal l ied m	Reve e th	enue at I am
3. I a	m a U.S. citizen or other U.S. person (defined below); and								
4. The	FATCA code(s) entered on this form (if any) indicating that I am exe	mpt from FATCA reporting is o	correct.						
becau intere gener	ication instructions. You must cross out Item 2 above If you have to use you have failed to report all interest and dividends on your tax rest paid, acquisition or abandonment of secured property, cancellatically, payments other than interest and dividends, you are not requirections on page 3.	turn. For real estate transaction on of debt, contributions to an i	ns, item 2 do Individual reti	es not remen	apply. t arran	For r	nortg ent (IF	age (A), a	and
Sign	Signature of	Date >.	October	31, 2	2025				
Ger	neral Instructions	Form 1098 (home mortgage (tuition)	e interest), 109	B-E (stu	dent loa	ın inte	erest).	1098	3-T
Sectio	n references are to the Internal Revenue Code unless otherwise noted.	Form 1099-C (canceled del	bt)						
	developments. Information about developments affecting Form W-9 (such slation enacted after we release it) is at www.irs.gov/fw9.	• Form 1099-A (acquisition o		t of sec	ured pro	perty	()		
_	pose of Form	Use Form W-9 only if you a provide your correct TIN.	are a U.S. pers	on (incl	uding a	reside	ent alie	en), to	D

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), $\,$
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

EXHIBIT B FEE SCHEDULE

EXHIBIT "C"

INSURANCE

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by KCHA. Any requirement for insurance to be maintained after completion of the work shall survive the termination or expiration of this Agreement.

KCHA reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers Liability Insurance:

- (a) Required if Consultant has employees. If Consultant currently has no employees, Consultant's written confirmation of such will be required before execution of this Agreement. If Consultant engages any employees during the term of this Agreement or any extensions thereof, Consultant agrees to obtain the specified Workers' Compensation and Employers Liability insurance.
- (b) Workers' Compensation insurance with statutory limits as required by the California Labor Code.
- (c) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) Waiver of Subrogation: The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of KCHA for all work performed by Consultant, its employees, agents and subcontractors.
- (e) Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance:

- (a) Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- (b) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- (c) If Consultant has no Owned automobiles, the General Liability policy shall include Non-Owned and Hired Automobile Liability in the amount of \$1,000,000 combined single limit per accident.
- (d) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
- (e) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 below for full Additional Insured wording.
- (f) The insurance provided to KCHA as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by KCHA.
- (g) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- (h) The policy shall cover inter-insured suits between KCHA and Consultant and include a "separation of insureds" or "severability" clause, which treats each insured separately.
- (i) Required Evidence of Insurance: (i) Copy of the additional insured endorsement or policy language granting additional insured status; and (ii) Certificate of Insurance.

3. Automobile Liability Insurance:

- (a) Minimum Limits: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (b) Insurance shall apply to all Owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions thereof.
- (c) Insurance shall include coverage for Non-Owned and Hired autos. (See requirements in section 1(c) above if there is no separate Automobile Liability coverage.)
- (d) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 for full Additional Insured wording.
- (e) Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability Insurance (Errors and Omissions):

- (a) Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession.
- (b) Minimum Limits: \$1,000,000 per Occurrence or Claim; \$2,000,000 Annual Aggregate. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- (c) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
- (d) Required Evidence of Coverage: Certificate of Insurance.
- 5. Standards for Insurance Companies: Insurers shall have an A.M. Best's rating of at least A;VII.
- 6. <u>Additional Insured Wording</u>: "Kern County Hospital Authority, its officers, officials, employees and volunteers" are to be named as Additional Insureds as per each section where noted above.
- 7. <u>Claims Made Policies</u>: If any of the required policies provide coverage on a claims-made basis:
 - (a) The Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of contract work.
 - (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - (c) If coverage is canceled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of the contract work.

8. Documentation:

- (a) The Certificate of Insurance must include the following reference: "Agreement for Professional Services Master Facility Plan."
- (b) All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with KCHA for the entire term of this Agreement and any additional periods if specified in sections 1, 2, 3 or 4 above.
- (c) The name and address for the Certificates of Insurance and Additional Insured endorsements is: Kern County Hospital Authority, c/o Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, California 93306.
- (d) Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least 10 days before expiration or other termination of the existing policy.
- (e) Consultant shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.
- (f) Upon written request, certified copies of required insurance policies must be provided to KCHA within 30 days.
- 9. Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 10. <u>Primary Coverage</u>: For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects KCHA, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by KCHA, its officers, directors, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- 11. Waiver of Subrogation: Consultant hereby grants to KCHA a waiver of any right to subrogation, which any insurer of said Consultant may acquire against KCHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not KCHA has received a waiver of subrogation endorsement from the insurer.
- 12. <u>Material Breach</u>: If Consultant fails to maintain the insurance required by this Agreement, it shall be deemed a material breach of this Agreement. KCHA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, KCHA may purchase the required insurance, and without further notice to Consultant, KCHA may deduct from sums due to Consultant any premium costs advanced by KCHA for such insurance. These remedies shall be in addition to any other remedies available to KCHA.

[Intentionally left blank]

EXHIBIT E ADDITIONAL TERMS APPLICABLE TO CONSTRUCTION/ENGINEERING AGREEMENTS

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

I. COMPLIANCE WITH LABOR STANDARDS

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

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

II. APPRENTICESHIP PROGRAM

1. Compliance Required

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

2. Certification of Approval

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

- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

3. Fund Contributions

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

4. Apprenticeship Standards

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

III. SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

1. INSURANCE

A. In addition to the Insurance requirements in Exhibit C, Contractor, in order to protect the KCHA and its board members, officials, agents, officers, employees and volunteers against all claims and liability for death, injury, loss and damage as a result of

Contractor's actions in connection with the performance of Contractor's obligations, as required in the Contract Documents, shall secure and maintain insurance as described below. Contractor shall not perform any work under the Contract Documents until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with KCHA's authorized insurance representative, Exigis.

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

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

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

- 2) If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from KCHA under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from KCHA, KCHA may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Workers' Compensation Insurance and Safety Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If KCHA is compelled to pay compensation, KCHA may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse KCHA.
- 3) Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 4) All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to KCHA within ten Days of KCHA's request.

2. INDEMNIFICATION

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



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed Personal/Professional Services Agreement with Mesa Energy Systems, Inc. dba Emcor Services, to provide preventative maintenance and repairs for all HVAC, HVAC controls, building automation, and new installation at Kern Medical and other facilities owned and operated by KCHA.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board's approval a new Professional Services Agreement with Emcor Services for all HVAC, HVAC controls, building automation, and new installation at Kern Medical and other facilities owned and operated by KCHA. This Professional Service Agreement of \$1,155,000 will commence December 1, 2025 through November 30, 2028.

Emcor Services has consistently demonstrated excellent customer service and a strong understanding of our facility's HVAC system. Their team of certified representatives brings valuable expertise that supports the ongoing maintenance and reliability of our equipment. Through their proactive approach and technical knowledge, Emcor Services helps ensure that our systems operate efficiently and that equipment life span are maximized.

Therefore, it is recommended that your Board approve the proposed new Personal/Professional Services Agreement with Mesa Energy Systems, Inc. dba Emcor Services, in the amount of \$1,155,000 from December 1, 2025 through November 30, 2028, to provide preventative maintenance and repairs of HVAC and equipment controls; authorize the chairman to sign.

KERN COUNTY HOSPITAL AUTHORITY PERSONAL/PROFESSIONAL SERVICES AGREEMENT SCHEDULE TO MASTER TERMS AND CONDITIONS: PPSA

THIS SCHEDULE shall be effective on: December 1, 2025 ("Effective Date") and shall terminate no later than November 30, 2028. Kern County Hospital Authority Department: Engineering ("Responsible KCHA Department") Located at: 1700 Mt. Vernon Avenue, Bakersfield, CA 93306. Service Provider: Mesa Energy Systems, Inc. dba Emcor Services Mesa Energy ("Consultant") Located at: 2 Cromwell, Irvine, California 92618. Consultant is (select one): Sole Proprietorship X Incorporated in the State of California. ___ Other (specify)_ Consultant shall provide those services described in Exhibit "A" which is attached hereto and incorporated herein by this reference. Kern County Hospital Authority ("KCHA") shall compensate Consultant for all services to be provided hereunder, including any reimbursement of travel expenses and other costs incurred by Consultant under this Agreement, in an aggregate sum not to exceed \$1,155,000 which includes a not to exceed amount of \$385,000 per year of the Agreement and Consultant will quote each project and a Purchase Order will be used under this Agreement for each approved Project. (Select one of the following two) KCHA shall not reimburse Consultant for any costs or travel expenses incurred by Consultant hereunder. KCHA shall reimburse Consultant for all necessary and reasonable actual costs or travel expenses incurred on behalf of KCHA. If the reimbursable expenses include travel, the travel expenses must be reasonable and necessary, approved in advance by the Responsible KCHA Department, and shall not exceed the following KCHA per diems: Lodging, \$116.00 per night plus tax; breakfast, \$14.00; lunch, \$16.00; dinner, \$26.00; economy rental car; and mileage, if by private automobile, at \$.56 per mile; and by common carrier at actual fare charged for economy or coach class. Consultant shall be required to have the following Insurance coverages, as described in the Master Terms and Conditions, in the minimum amounts indicated: (select all that apply) Workers' Compensation: As required by California Labor Code Section 3700 Commercial General Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) orother amounts Automobile Liability (\$1,000,000/Occurrence) or other amounts Professional Liability (\$1,000,000/Occurrence & \$2,000,000/Aggregate) or other amounts Note: If a lesser amount is shown, the Responsible KCHA Department must obtain the prior written approval of KCHA's Risk Manager.

Should any conflicts arise between this Schedule and the Master Terms and Conditions attached hereto and incorporated herein by this reference, the Schedule shall control.

IN WITNESS WHEREOF, each party has signed this Schedule upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

KERN COUNTY HOSPITAL AUTHORITY	APPROVED AS TO CONTENT: Responsible KCHA Department
By:	By: Scott Thygerson, Chief Executive Officer
Date:	Date:
MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY	APPROVED AS TO FORM: Legal Services Department
By: Joel Shaddy General Manager Mame: Title:	By: Holy holy Hospital County Hospital Authority
"Consultant" Date: 11/06/2025	Date: 11 /10 /2025

KERN COUNTY HOSPITAL AUTHORITY PERSONAL/PROFESSIONAL SERVICES AGREEMENT MASTER TERMS AND CONDITIONS PPSA-STANDARD

THIS AGREEMENT ("Agreement") is entered into on the Effective Date shown on the attached Schedule, by and between the KERN COUNTY HOSPITAL AUTHORITY, a local unit of government, which owns and operates Kern Medical Center, as represented by the Chief Executive Officer ("KCHA"), with its principal location at 1700 Mount Vernon Avenue, Bakersfield, CA 93306, and CONSULTANT identified on the Schedule ("Consultant"). KCHA and Consultant are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. KCHA is authorized, pursuant to Section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and
- B. The KCHA Department identified on the Schedule as the Responsible KCHA Department requires those services which are specified in **Exhibit A**.
- **C.** KCHA desires to engage Consultant to provide the services and Consultant, by reason of its qualifications, experience, and facilities for doing this type of work, has offered to provide the required services on the terms set forth in this Agreement.
- **D.** The Chief Executive Officer ("CEO") has been authorized by the Board of Governors to contract for personal/professional services in an amount not to exceed \$250,000 per year of a three (3) year agreement.

AGREEMENT

- 1. Services to be Rendered. Consultant shall provide the services and products described in Exhibit A ("Services").
- 2. <u>Compensation to Consultant.</u> KCHA shall compensate Consultant in accordance with the compensation selection(s) shown on the Schedule. No additional compensation shall be paid for secretarial, clerical support staff, overhead or any other costs incurred by Consultant by providing the Services to KCHA.
- 3. Reimbursement Policy and Billing Requirements. All invoices for payment shall be submitted in a form approved by KCHA based upon the payment schedule selected on Schedule, shall contain an itemization of all costs and fees broken down monthly (including an itemization of all reimbursable expenses incurred, including travel if applicable) and shall be stated as a cumulative total. Invoices shall be sent for review and processing to the Responsible KCHA Department. Consultant shall also provide an informational copy to the CEO. Payment shall be made to Consultant within 30 days of receipt and approval of the invoice by the Responsible KCHA Department.
- **4.** <u>Term.</u> This term of this Agreement ("Term") shall start on the Effective Date and shall terminate on the Termination Date, unless sooner terminated as provided in this Agreement.
- 5. <u>Assignment</u>. Consultant shall not assign, transfer or encumber this Agreement, or any part, and Consultant shall not assign any monies due or which become due to Consultant under this Agreement, without the prior written consent of the CEO.
- 6. <u>Audit, Inspection and Retention of Records</u>. Consultant shall maintain and make available to KCHA accurate books and records relative to the Services under this Agreement. Consultant shall permit KCHA to audit, examine and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel or other data related to the Services under this Agreement. Consultant shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as KCHA.
- 7. <u>Authority to Bind KCHA</u>. It is understood that Consultant, in Consultant's performance of any Services under this Agreement, except as otherwise provided in this Agreement, has no authority to bind KCHA to any agreements or undertakings.

8. <u>Indemnification</u>.

a. <u>General</u>. Consultant shall defend, indemnify, and hold harmless KCHA and KCHA's board members, elected and appointed officials, officers, employees, agents, volunteers and authorized representatives ("KCHA Indemnified Parties") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs (including attorneys' fees of in-

house and outside counsel, expert fees, costs of staff time, and investigation costs) ("Claims") which arise out of or relate to any act or omission of Consultant or Consultant's officers, employees, agents and subcontractors of any tier hired by Consultant to perform the Services ("Consultant Representatives"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of KCHA; and any workers' compensation Claim arising from or relating to any Services.

- b. <u>Immigration Reform and Control Act.</u> Consultant acknowledges that Consultant and Consultant Representatives are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Consultant Representatives are and shall remain in compliance with the IRCA. In addition, Consultant shall defend, indemnify and hold harmless KCHA and KCHA Indemnified Parties from any Claims which arise out of or relate to any allegations that Consultant and Consultant Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Consultant or Consultant Representatives.
- c. Infringement Claim. If any Claim is asserted or action or proceeding brought against KCHA or KCHA Indemnified Parties which alleges that all or any part of the Services in the form supplied by Consultant or KCHA's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, KCHA shall give Consultant prompt written notice. Consultant shall defend any Claim with counsel of Consultant's choice and at Consultant's sole cost and shall indemnify KCHA for any costs, including attorney's fees and damages actually incurred by KCHA, including steps KCHA may take to avoid entry of any default judgment or other waiver of KCHA's rights. KCHA shall cooperate fully with and may monitor Consultant in the defense of any claim, action or proceeding and shall make employees available as Consultant may reasonably request with regard to the defense, subject to reimbursement by Consultant of all costs incurred by KCHA's cooperation in the defense.
- d. <u>Remedy of Infringement Claim</u>. If the Services are, in Consultant's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Consultant shall within 90 days:
 - 1. Replace. Promptly replace the Services with compatible, functionally equivalent and non-infringing Services;
 - 2. <u>Modify.</u> Promptly modify the Services to make them non-infringing without materially impairing KCHA's ability to use the Services as intended;
 - 3. Procure Rights. Promptly procure the right of KCHA to continue using the Services; or
 - 4. Refund. As a last resort, if none of these alternatives is reasonably available to Consultant, and KCHA is enjoined or otherwise precluded legally from using the Services, Consultant shall, within 120 days of the judgment or other court action, promptly refund to KCHA all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products will be disposed of as ordered by the governing court at the sole cost of Consultant or as determined by KCHA if the court does not so direct.
- e. <u>Modification of Services</u>. This indemnification does not extend to modifications or additions to the Services made by KCHA or any third party without the prior written consent of Consultant, or to any unauthorized use of the Services by KCHA.
- f. <u>Survival of Indemnification Obligations</u>. Upon completion of this Agreement, the provisions of this **Section** 8 shall survive.
- 9. <u>Insurance</u>. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "C," attached hereto and incorporated herein by this reference
- 10. <u>Consultant Representations</u>. Consultant makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:
- a. <u>Expertise and Staff.</u> Consultant has the expertise, support staff and facilities necessary to provide the Services; and
- b. <u>No Adverse Interests</u>. Consultant does not have any actual or potential interests adverse to KCHA, nor does Consultant represent a person or firm with an interest adverse to KCHA relating to the subject of this Agreement; and
- c. <u>Timeliness</u>. Consultant shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

11. <u>Ownership of Documents</u>. All reports, documents and other items generated or gathered in the course of providing the Services are and shall remain the property of KCHA, and shall be returned to KCHA upon full completion of the Services or termination of this Agreement, whichever first occurs.

12. Rights to Contracted Products.

- a. <u>Belong to KCHA</u>. For no additional fee or charge, products developed, prepared, generated or gathered by Consultant or Consultant's Representatives under this Agreement, shall be considered creative works for hire and shall be delivered to and become the exclusive property of KCHA and may be used by KCHA in any way it may deem appropriate. Consultant shall have no rights in the products, except the right to use the products for the exclusive purpose of providing the Services, and Consultant shall not copy or disclose to any third party any product, except as is expressly set forth in this Agreement or by separate written agreement between the Parties. These provisions do not apply to Consultant's original licensed software or administrative communications and records, which shall remain the exclusive property of Consultant,
- b. <u>Use by KCHA</u>. The ideas, concepts, know-how, and techniques developed during the course of this Agreement may be used by KCHA in any way it may deem appropriate, so long as that use does not violate any term in this Agreement or any Applicable Law.
- c. <u>No Publication</u>. Consultant or Consultant's Representatives shall not publish or disseminate information gained through participation in this Agreement without the specific prior review and written consent by KCHA.
- d. <u>Delivery to KCHA</u>. Upon termination or expiration of this Agreement, Consultant shall immediately deliver to KCHA all KCHA-owned programs and documentation developed under this Agreement. In addition, Consultant grants to KCHA a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for KCHA purposes, any Consultant-owned program, including system software, utilized by Consultant in performance of the Services.
 - e. <u>Survival of Covenants</u>. Upon completion of this Agreement, the provisions of this Section 12 shall survive.
- 13. <u>Termination</u>. The CEO may at his or her election, without cause, terminate this Agreement by written notice ("Notice of Termination"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Consultant or the CEO, Consultant shall submit to the Responsible KCHA Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 13, KCHA shall pay Consultant for all satisfactory Services rendered by Consultant prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown on the Schedule.
- 14. <u>Choice of Law/Venue</u>. The Parties agree that the provisions of this Agreement shall be construed under the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 15. Compliance with Applicable Law. Consultant shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or later enacted ("Applicable Law"), each of which is made a part of this Agreement. While on KCHA property, Consultant will also follow all applicable policies and any direction of staff.
- 16. <u>Confidentiality</u>. Consultant shall not, without the prior written consent of the CEO, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this **Section 16** shall continue to survive.
- 17. Conflict of Interest. Consultant has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Consultant acknowledges that it is unaware of any financial or economic interest of any public officer or employee of KCHA relating to this Agreement. If is further understood and agreed that if a financial interest does exist at the inception of this Agreement, KCHA may immediately terminate this Agreement by giving written notice. Consultant shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
- 18. <u>Cooperation with KCHA Compliance Obligations</u>. Consultant shall cooperate with the compliance program maintained by KCHA and KMC (the "Compliance Program") to the extent that such requirements are (i) applicable to the operation of KCHA or KMC and Consultant's provision of services under this Agreement, (ii) consistent with applicable industry standards and laws, and (ii) communicated to Consultant, so that KCHA may meet all requirements imposed by laws and any governing or advisory body

having authority to set standards governing the operation of KCHA and KMC.

- 19. <u>Disqualified Persons</u>. Consultant represents and warrants that no person providing goods and/or services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to KCHA), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. Consultant agrees that if any individuals providing goods and/or services under the terms of this Agreement becomes involved in a pending criminal action or proposed civil debarment, exclusion or other sanctioning action related to any federal or state healthcare program (each, an "Enforcement Action"), Consultant shall immediately notify KCHA and such individual shall be immediately removed by Consultant from any functions, provided, however, that if Consultant is directly involved in the Enforcement Action, any agreement between KCHA and Consultant shall terminate immediately.
- 20. <u>Enforcement of Remedies.</u> No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.
- 21. Health Insurance Portability and Accountability Act-HITECH. Consultant understands that KCHA is a Covered Entity that provides medical and mental health services and that Consultant has no authorization to obtain access to any Protected Health Information ("PHI") in any form while performing services for KCHA. If, in the course of performing services, Consultant sees or hears any PHI, this PHI is to be treated as private and confidential, including the fact that a person has visited this facility(ies) or receives (or previously received) services from KCHA. The privacy and confidentiality of KCHA's patients are protected by KCHA policies and procedures, state laws and regulations and Federal HIPAA Regulations. If appropriate Consultant agrees to execute a business associate agreement with KCHA to supplement this Agreement if requested, to be incorporated herein as Exhibit D if so required.
- 22. <u>Liability of KCHA</u>. The liabilities or obligations of KCHA, with respect to its activities pursuant to this Agreement, shall be the liabilities or obligations solely of KCHA and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.
- 23. Negation of Partnership. In the performance of the Services, Consultant shall be, and acknowledges that Consultant is, in fact and law, an independent contractor and not an agent or employee of KCHA. Consultant has and retains the right to exercise full supervision and control of the manner and methods of providing the Services. Consultant retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Consultant in the provision of the Services. With respect to Consultant's employees, if any, Consultant shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any Applicable Law regulating employment.
- 24. <u>Non-collusion Covenant</u>. Consultant represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with KCHA and (ii) it has received from KCHA no incentive or special payments and no considerations not related to the provision of the Services.
- 25. <u>Non-discrimination</u>. Neither Consultant, nor any Consultant Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.
- 26. Non-waiver. No covenant or condition of this Agreement can be waived except by the written consent of KCHA. Forbearance or indulgence by KCHA shall not constitute a waiver of the covenant or condition to be performed by Consultant. KCHA shall be entitled to invoke any remedy available to KCHA under this Agreement or by Applicable Law despite the forbearance or indulgence.
- 27. Notices. All notices under this Agreement shall be provided to the KCHA CEO at the address indicated in the opening section of this Agreement and to the Consultant and Responsible KCHA Department at the addresses shown on the Schedule. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Consultant's office, or the CEO.

- 28. <u>Captions and Interpretation</u>. Section headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. California Civil Code Section 1654 shall not apply to the interpretation of this Agreement.
- 29. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- **30.** <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 31. <u>Regulatory Compliance.</u> In compliance with title 22, California Code of Regulations, section 70713 KMC will retain professional and administrative responsibility for services rendered under this Agreement. Consultant shall apprise Kern Medical of recommendations, plans for implementation and continuing assessment through dated and signed reports which shall be retained by Kern Medical for follow-up action and evaluation of performance.
- 32. Access to Books and Records. Until the expiration of four years after the expiration or termination of this Agreement, Kern Medical and Consultant shall make available, upon written request of the Secretary of the United States Secretary of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller General"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Consultant provided under this Agreement.
- 33. <u>Severability.</u> If any term or provision of this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.
- **34.** Signature Authority. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 35. <u>Sole Agreement.</u> This Agreement, including the Schedule and Exhibits, contains the entire agreement of the Parties relating to the Services, rights, obligations and covenants contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
- **36.** <u>Time of Essence</u>. Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.
- 37. No Third Party Beneficiaries. The Parties understand and agree that the enforcement of these terms and conditions and all rights of action relating to enforcement, shall be strictly reserved to KCHA and Consultant. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of KCHA and Consultant that any person or entity, other than KCHA or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- **38.** Gender/Plural. References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.
- 39. Recitals. Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.
 - **Exhibits.** The below exhibits attached to this Agreement are incorporated into this Agreement by reference.

Exhibit A - A-3: Services and Fees

Exhibit A-4: IRS Form W-9

Exhibit B: Intentionally Omitted

Exhibit C: Insurance

Exhibit D: Intentionally Omitted

Exhibit E: Additional Engineering Terms

EXHIBIT A SERVICES

Vendor to provide all labor, materials, & equipment for all HVAC repairs & maintenance, controls, and new installations.

EXHIBIT A-1 SERVICES AND FEES



Building Automation System

Preventive Maintenance Agreement

KERN HOSPITAL AUTHORITY

1830 Flower St Bakersfield, Ca 93305

Prepared For:

Anthony Michael

10/31/2025 Quote # 25-022625 Agreement Valid for 30 Days



Executive Summary

Dear All,

Mesa Energy Systems, (dba EMCOR Services Mesa Energy) appreciates the opportunity to provide you with a comprehensive Building Automation System (BAS) maintenance agreement. Mesa's goal is to provide a value-driven, task-orientated proposal that will deliver proactive hands-on maintenance service tasks designed to improve equipment operations, increase energy efficiency, minimize breakdowns, and prolong equipment life.

The following proposal and scope of work outline the details of the Maintenance Agreement that we have developed for your facility. Highlights of the Agreement include the following:

- A 3 Year agreement that will begin 12/1/2025 and end on 11/30/2028.
- As a Mesa Maintenance customer, KERN HOSPITAL AUTHORITY will receive the following:
 - o Preferred labor rates, material discounts, and priority service response times.
 - o Priority over all customers who do not have maintenance agreements with Mesa Energy Systems.
 - o A complete list of the covered equipment along with specific tasking.
 - o (4) On site service visits and to promote continued and increasing familiarity with your facility and the BAS by Mesa technicians, thereby allowing them to be more effective when resolving any service requests that you may have.
 - o Due to the size of your facility visits will be broken down into groups:
 - Visit 1 (A and B wing)
 - Visit 2 (Central Plant and Server)
 - Visit 3 (C and D wing)
 - Visit 4 (E wing and Booster Station)
 - o This includes service for a total of (40) VFD's
- Our maintenance will include updating the KMC firmware as available on KMC controllers and KMC routers.
- 8 Hrs of Training Annually for the Kern Medical Maintenance Team.

Thank you for your interest in Mesa Energy Systems, Inc. We look forward to being your BAS Service Partner. Should you have any questions, please feel free to contact me at any time.



Marcus Maybee

Automation Operations Manager

661-768-8078







1a. - List of Covered Equipment and Tasks

Mesa Energy Systems will perform the following comprehensive tasks and inspections, throughout the Quarterly scheduled preventative maintenance visits. These services will be done at the discretion of Mesa Energy to find the most suitable way to support KERN HOSPITAL AUTHORITY. The services shown below are for the following site(s):

• 1830 Flower St, Bakersfield Ca 93305

This proposal is for **Quarterly Service** to ensure KERN HOSPITAL AUTHORITY has a well-functioning and maintained B.A.S. It enhances operational efficiency by proactively identifying and addressing maintenance issues, reducing downtime, and minimizing patient disruptions. Moreover, it optimizes resource allocation, extends equipment lifespan, and elevates patient satisfaction by ensuring a well-maintained and smoothly functioning environment

BAS Equipment and Tasks:

**=Annual

Supervisory Front-End Server Tasking					
(X) Included) Included Task Benefit				
Х	Control Panel Inspection & Cleaning**	Prevent early failures of the control panel from dust deterioration.			
Х	Inspect network traffic on BAS system	Ensures optimal network performance and stability.			
х	Inspect Graphics and User Interface for functionality	Ensures the application is providing the best possible user experience.			
х	Perform Backup of Supervisor Database	Ensures the database is readily available in the unlikely event of a major failure.			
х	Inspect Audit and Log History for anomalies	Addresses specific variances in building supervisor devices.			
Х	Provide User Access Updates and	Assures user access is updated and safeguarded from non-verified			
^	Security Levels	access.			
х	Review and Spot Test Critical Alarming	Verifies critical event alarms are operating properly presented on graphics.			
Y Provide in-revision updates and service packs		Assures software is updated with the newest in-revision service pack available for optimal use.			
Х	Review and test Push Notifications	Assures technical function of requested or required notifications.			
X Provide recommendations for Software Upgrades		Provides council and education on new features and benefits of upcoming software enhancements.			

Workstatio	Workstation Tasking					
(X) Included Task Benefit						
Х	Control Panel Inspection &	Confirms software complies with standards, which includes critical				
, 4	Cleaning**	cybersecurity updates.				
Х	Inspect network traffic on BAS system	Certify performance and safeguard network health.				
Х	Inspect Graphics and User Interface	Establishes browser performance and includes critical				
	for functionality	cybersecurity updates.				
Х	Perform Backup of Supervisor	Ensures mechanical and electronic performance of PC/server				
	Database	components.				



Mechanical	Equipment Controller Tasking	
(X) Included	Task	Benefit
Х	Verify Controller Communication	Improving the overall efficiency and effectiveness between controllers.
Х	Verify Heating/Cooling and Space Sensors are online and reading	Ensures that the system is functioning at peak performance.
Х	Review Points for Disabled or Inactive programs	Increase efficiency when analyzing points.
Х	Review of current conditions to identify problem Zones or Controllers	Prevent early failures or future problems with zones.

Mechanical Equipment Control Panel Tasking				
Type of Service (X) Included	Chiller	Boilers	AHUs	CAV's
Control Panel Inspection & Cleaning**	V	v	v	01/0
Prevents early failures of the control panel due to dust deterioration.	×	Х	X	N/A
Check and Verify Wire Termination Security	, , , , , , , , , , , , , , , , , , ,	. v	, v	n1/0
Ensures secure electrical connection and reliability.	X	Х	Х	N/A
Verify data via integration - BACnet, Modbus, etc.	,,		,,	
Provides security knowing that all data points are working together optimally.	X	Х	X	Х
Review Internal Panel Ambient Temperatures	.,		,,	
Verifies proper operating temperatures and identify temperature issues.	X	Х	X	X
Correct/Repair/Replace Labeling				
Integrated data will be inspected for functionality and errors. Adjustments to graphics and COV will be made as required.	х	х	х	х
Review Programming and Points for Disabled or Inactive Programs				
Clears memory space to allow better utilization of resources. Increase efficiency when analyzing points.	х	x	х	х
Sequencing Extra Add-On				
Control sequence evaluation, tuning, and enhancement. This will be a thorough process of evaluating all equipment to find the most efficient sequence for your building. This is a one-time procedure, outside of regular maintenance.				

Domestic Water Booster Station Tasking						
(X) Included	Task	Benefit				
х	Verify Controller Communication	Improving the overall efficiency and effectiveness between controllers.				
Х	Verify Pump Lead Lag	Proves system is operating as designed				
х	Review Points for Disabled or Inactive programs	Increase efficiency when analyzing points.				
Х	Water Pressure Verification	Prevents over pressure in system				



1b. VFD Maintenance Scope & Tasking

VFD Service Tasking						
(X) Included	Task	Benefit				
х	Verify Communication	Improving the overall efficiency and effectiveness between controllers.				
Х	Clean & Inspect VFD	Removes dust & debris from electronic causing malfunctions				
Х	Functional Testing	Increase efficiency				
Х	Check & Verify Alarm Set Points	System Safety				

1c. Year-Round Basic Maintenance Services

Type of Service

Priority Service Response

Emergency repair services typically include a standard two (2) hour response time for off-site, remote diagnostics. On-site response time of four (4) hours is standard. After hours (Outside 7:00 am - 4:00 pm, M-F normal hours) emergency calls will be billed at time-and-half or double-time rates, as applicable.

Preferred Customer Discount on Materials and Labor

As a Mesa maintenance customer, KERN HOSPITAL AUTHORITY will receive a Preferred Customer rate for all emergency service and repair labor. Emergency Services beyond the scope of this Preventative Maintenance Agreement will be provided as directed by the customer on a "time-and-material" basis at the preferred Maintenance Agreement billing rates. These rates will apply for emergency repairs, replacements, improvements, modifications, computer troubleshooting/repairs, database restoration, upgrades and training as requested beyond the allotted contract scope of work.

Service Report Electronic Documentation

Service Reports will be sent to inform KERN HOSPITAL AUTHORITY of the work being performed on site.

Extended Warranty

N/A

1d. Extra Add-Ons

Below are extra add-ons Mesa Energy can provide to help cover all extra software components that are usually not covered by standard automation preventative maintenance.

(X)Included	Task	Benefit		
N/A	Remote Service	Remote connection to site for troubleshooting and diagnostic. Includes adjusting		
	Support	setpoints, schedules, and event/holiday calendars. Remote programming updates and/or		
		remote graphic changes are not included.		
(X)	Onsite Service Training	This preventative maintenance includes 8 hours of onsite training when requested to		
		allow your technician to help train facilities personnel on how to navigate your controls		
		system.		
N/A	Remote System Alarms	Sends out alarms via email server to onsite engineering.		



4. PROGRAM PRICING - Option 1

Maintenance Solution	1 st Year Pricing	2 nd Year Pricing	3 rd Year Pricing
Our services will be performed as outlined for an annual cost of	\$18,348.00	\$19,260.00	\$20,220.00
This annual cost will be billed monthly	\$1,529.00	\$1,605.00	\$1,685.00

Our fee for the above program is payable per Monthly in advance, for a period of (3) Three Years and in accordance with the included terms and conditions. In addition, please note the following:

- This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- Company information will be found in Appendix A and Energy Benchmark will be found in Appendix B.
- Out-of-scope repair and reactive work will be provided at our preferred contract labor rates, which are 10% less than our regular labor rates.
- This proposal is valid for thirty (30) days and becomes binding after acceptance by both the Customer and an authorized representative from EMCOR.

inis is the pr	oprietary property of EIVICO	K Group and its operating compa	inles and is provided for Customer's use only.	
	This agreement sh	all begin on 12/1/25, unless che	cked, initialed, and noted otherwise here:	
Month/Year:	/	Customer Initials	EMCOR / Mesa Initials	
party gives at leas		otice to terminate agreement. The	renew and may increase (subject to review) on ar ne above pricing is valid for 30 days from date of	
5. ACCEPTA	NCE			
IN WITNE	SS WHEREOF, the part	ies hereto have executed	this Agreement, including the Program	Option selected in
Section 3	(above), as of the date	e and year written below.		
Custome	•		Contractor:	
KERN HO	SPITAL AUTHORITY		EMCOR Services / Mesa Energy	· Systems, Inc
Ву≎			Ву≎	 -
Name:	-		Name:	
Title:			Title:	
Date:			Date:	



List Of Equipment referencing exhibit 1b. (Central Plant VFD's)

Cooling Tower Pumps – Soft Starters

#1 - Cooler Tower Pump

Make: Eaton

Model: Eaton Soft Start

Serial: N/A

Location: Steam Boiler Room - Start Panel

#3 - Cooler Tower Pump

Make: Eaton

Model: Eaton Soft Start

Serial: N/A

Location: Steam Boiler Room - Start Panel

#2 - Cooler Tower Pump

Make: Eaton

Model: Eaton Soft Start

Serial: N/A

Location: Steam Boiler Room - Start Panel

#4 - Cooler Tower Pump

Make: Eaton

Model: Eaton Soft Start

Serial: N/A

Location: Steam Boiler Room - Start Panel





➤ Chilled Water Pump – VFD's

#1 – Chilled Water Pump

Make: *ABB* Model: N/A Serial: N/A

Location: Chiller Room

#3 - Chilled Water Pump

Make: Abb

Model: ACH580-BCR-065A-4 + B058 + F267

Serial: 2368495455
Location: Chiller Room

#2 – Chilled Water Pump

Make: Abb

Model: ACH580-BCR-065A-4 + B058 + F267

Serial: 2253651759
Location: Chiller Room

#4 - Chilled Water Pump

Make: Abb

Model: ACH580-BCR-065A-4 + B058 + F267

Serial: 2280304552 *Location:* Chiller Room





➤ Cooling Tower Fan – VFD's

#1 - Cooling Tower Fan

Make: Abb

Model: ACH550-BCR-038A-4 + B055 + F267

Serial: 2094400074 Location: Chiller Room

#3 - Cooling Tower Fan

Make: Abb

Model: ACH580-BCR-034A-4 + B058 + F267

Serial: 2230804367 **Location:** Chiller Room

#2 - Cooling Tower Fan

Make: Abb

Model: ACH550-BCR-038A-4 + B055 + F267

Serial: 2094400022 Location: Chiller Room

#4 - Cooling Tower Fan

Make: Abb

Model: ACH550-BCR-038A-4 + B055 + F267

Serial: 2094400007 Location: Chiller Room





➤ Hot Water Pump – VFD's

#1 - Hot Water Pump - DM-HWP-P10

Make: Abb

Model: ACH580-01-07A6-4

Serial: 2205302074

Location: D Wing Mechanical Room

#3 – Hot Water Pump – DM-HWP-P4

Make: Abb

Model: H580-01-07A6-4

Serial: N/A

Location: D Wing Mechanical Room

#2 - Hot Water Pump - DM-HWP-P3

Make: Abb

Model: H580-01-07A6-4

Serial: N/A

Location: D Wing Mechanical Room





Domestic Water Booster Pump – VFD's

#1 - Booster Pump - DP-DM001 -- Pump #1

Make: Abb Model: ACH550 Serial: N/A

Location: D Wing Mechanical Room

#2 - Booster Pump - DP-DM001 - Pump #2

Make: Abb Model: ACH550 Serial: N/A

Location: D Wing Mechanical Room





> Isolation Room Exhaust Fan - VFD

#1 – Exhaust Fan

Make: Abb

Model: ACH550-VCR-023A -- 4 + F267

Serial: 2121101562

Location: D Wing Mechanical Room





Chilled Water Pump – VFD's

#1 - Chilled Water Pump - P-2

Make: Abb

Model: ACH580-PCR-027A - 4 + B058

Serial: 2224600108

Location: D Wing Mechanical Yard

#2 - Chilled Water Pump - P-1

Make: Abb

Model: ACH580-PCR-027A - 4 + B058

Serial: 2225102861

Location: D Wing Mechanical Yard





➤ Kitchen Air Handler Units – VFD's

#1 - Supply Fan - AH-GAL-001

Make: Abb

Model: ACH550-UH-031A-4

Serial: 2180304675

Location: B Wing – Kitchen Lower Roof

#2 - Supply Fan - AH-GAL-002

Make: Abb

Model: ACH550-UH-031A-4

Serial: 2180304615

Location: B Wing – Kitchen Lower Roof





Domestic Water Booster Pump – VFD's

#1 – Booster Pump – Pump #30

Make: Abb

Model: ACH550-UH-031A-4

Serial: 2183705991

Location: B Wing - Basement

#2 – Booster Pump – Pump #31

Make: Abb

Model: ACH550-UH-031A-4

Serial: 2183706013

Location: B Wing – Basement





➤ Air Handler #S-4 – VFD's

#1 - Supply Fan - AH-BC-001

Make: Abb

Model: ACH550-UH-023A – 4 + K452

Serial: N/A

Location: C Wing – Basement

#2 - Supply Fan - RT-BC-001

Make: Abb

Model: ACH550-UH-012A – 4 + K452

Serial: N/A

Location: C Wing – Basement





➤ A Wing Basement – Water Pump VFD

#1 – Water Pump – P-036

Make: WEG Model: CFW08 Serial: N/A

Location: A Wing - Basement





> Air Handler #S-8 – VFD

#1 – Supply Fan – Ahu #S-8

Make: *Abb*Model: ACH550
Serial: N/A

Location: B Wing – Rooftop





> Isolation Room Exhaust Fan - VFD

#1 – Exhaust Fan

Make: Abb

Model: ACH580-BCR-03A0 - 4 + B058 + F267

Serial: 2215101419

Location: C Wing - Rooftop





➤ Air Handler #S-2 – VFD's

#1 – Supply Fans – Ahu #S-2

Make: Nortek Air Solutions

Model: FWT-21K

Serial: 9 Motor – Fan Wall **Location:** C Wing – Penthouse **Note:** Need to Add BACnet

#2 - Return Fan - Ahu #S-2

Make: Abb

Model: ACH580-01-12A-4

Serial: 2244401986

Location: C Wing - Penthouse **Note:** Need to Add BACnet





Kitchen Exhaust Hood – VFD

#1 - Exhaust Fan -EF-RC-002

Make: Abb

Model: ACH550-VCR-038A-4

Serial: 21126034096

Location: B Wing – Kitchen Upper Roof





➤ Air Handler #S-1 – VFD's

#1 - Supply Fans - Ahu #S-1

Make: Nortek Air Solutions

Model: FWT-21K

Serial: 6 Motor – Fan Wall Location: B Wing – Penthouse Note: Need to Add BACnet #2 - Return Fan - Ahu #S-1

Make: Abb

Model: ACH580-01-12A-4

Serial: 2251150169

Location: B Wing - Penthouse



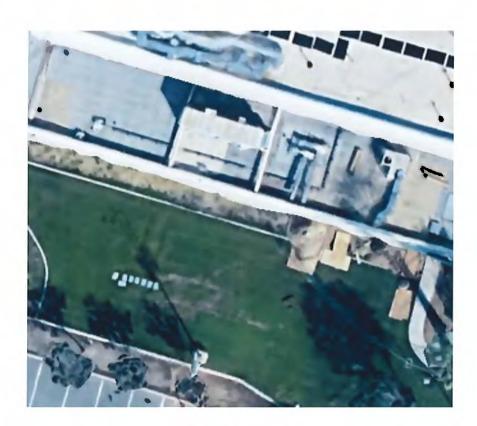


➤ Air Handler #S-10 – VFD

#1 - Supply Fans - Ahu #S-10

Make: ABB Model: ACH-550 Serial: N/A

Location: B Wing – Pharmacy





➤ Air Handler #S-7 — VFD

#1 - Supply Fans - Ahu #S-7

Make: *Abb*Model: *ACH-550*Serial: *N/A*

Location: B Wing – L&D

> Rooftop Unit - Central Supply - VFD

#1 – Supply Fan – Aaon Rooftop Unit

Make: ABB Model: ACH-580 Serial: N/A

Location: B Wing - Lower Rooftop

➤ G Wing – Air Handler Unit – VFD

#1 - Supply Fan - Not Installed Unit

Make: N/A Model: N/A Serial: N/A

Location: G Wing – Mechanical Room

> Rooftop Unit - Fluoroscopy - VFD

#1 - Supply Fan - Aaon Rooftop Unit

Make: ABB Model: ACH-580 Serial: N/A

Location: B Wing - Lower Rooftop

B Wing – Pharmacy - New Air Handler Unit – VFD

#1 - Supply Fan - Not Installed Unit

Make: N/A Model: N/A Serial: N/A

Location: B Wing – Ground Mount

EXHIBIT A-2 SERVICES AND FEES



Sagebrush Medical Center 1111 Columbus Bakersfield, Ca 93306



PROFESSIONAL HVAC MAINTENANCE SERVICES

SUBMITTED BY:

James R. Thomas | Account Manager

Mesa Energy Systems, Inc. dba: EMCOR Services Mesa Energy 2 Cromwell, Irvine, California 92618 E-mail: Jamesthomas@emcor.net Date October 30th 2025 Quote #: 071208

Agreement Valid for 30 Days



Quote #: 071208

10/30/2025

Anthony Michael Sagebrush Medical Center 1111 Columbus Ave Bakersfield, CA 93306

Dear Anthony:

"Emcor Services Mesa Energy Systems" appreciates the opportunity to provide you with our proposal for a best-in-class Maintenance program customized specifically for the Computer Room Air Condition Units (CRAC), at 1111 Columbus St. CA 93306. The benefits for Kern Medical Center from a well-designed and implemented Maintenance program such as the one we are offering often include:

- Reduction in unplanned downtime
- · Reduction in costly emergency repairs
- Extension of equipment lives
- Improved ability to forecast repair & maintenance costs

Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, and with utilization of more advanced analytics and predictive services, we can even begin to identify and correct problems before major damage can occur. Our program is predicated and driven with this in mind.

As you review our proposal, you'll see that it begins with a conceptual overview of the Maintenance Program options, followed by pricing for your facilities. Within the Appendices you will find additional detail including equipment schedules, specific tasking, rate schedules, and other information that you may find useful during your review of our solution.

We at Mesa Energy Systems, Inc. dba: EMCOR Services Mesa Energy look forward to working with you and your staff in performing this Maintenance program. Should you have any questions or require additional information, please contact me and these adjustments will be made immediately.

Sincerely,

James R. Thomas Account Manager



Quote #: 071208

1. LIST OF COVERED EQUIPMENT AND TASKS

<u>List of Covered Preventive Maintenance Tasks</u>

(X) Included	Type of Service	Frequency
Х	Preventive Maintenance Tasking	Monthly
Х	Annual Operational Check	Annually
Х	Operations Check	Monthly
X	Priority Service	Year Round
Х	Filter changes	Quarterly
Х	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment

Brand	Model	Serial	Туре	Unit	Location
				#	
Modine	LCS5213-095-4C	L1740000073	Condenser	1	Rooftop
Modine	LCS5213-095-4C	L1740000075	Condenser	2	Rooftop
Modine	ACRD601	KK1746001034	CRAC	1	IT Room
Modine	ACRD601	KK1746001035	CRAC	2	IT Room



Quote #: 071208

Tasks

AIR COOLED INDOOR (DX) COMPUTER ROOM A/C (CRAC) UNIT

- 1. Lubricate fan bearings per manufacturer's recommendation.
- 2. Lubricate motor bearings per manufacturer's recommendation.
- 3. Check coils for visible signs of leaks.
- 4. Check and clean drain pan and clear condensate drain lines.
- 5. Check motor operating conditions.
- 6. Inspect electrical connections, contactors, relays, and operating/safety controls.
- 7. Check compressor oil level. Check crankcase heater operation.
- 8. Start compressor. Check operating conditions and report any abnormalities.
- 9. Secure unit panels.
- 10. Inspect all temperature, safety, and operational controls.
- 11. Inspect filters and change per filter schedule. (Quarterly)

AIR COOLED CONDENSER (DX) CRAC UNIT

- 1. Review manufacturer's recommendation for start-up.
- 2. Visually inspect for leaks.
- 3. Visually inspect condition of coil.
- 4. Inspect electrical connections, contactors, relays, and operating/safety controls.
- 5. Check vibration eliminators.
- 6. Clean Condenser coils annually. (Semi- Annual)



Quote #: 071208

2. TERMS AND CONDITIONS (Maintenance Service Agreement) KMC MSA Supersedes Existing T & C"s

This agreement (the "Agreement") is made this 11 day of December 2025 between Sagebrush Medical Center located at 1111 Columbus St. Bakersfield, Ca 93305 (the "Customer"), and Mesa Energy Systems, Inc. dba: EMCOR Services Mesa Energy, located in Bakersfield, California (the "Contractor").

1. SERVICES:

- 1.1. Contractor will perform the mechanical maintenance services set forth in List of Covered Equipment and Tasks (Equipment List), attached hereto, for Customer at Customer's premises, located at Main Building.
- 1.2. Contractor will provide the Services at the Site for the equipment set forth in List of Covered Equipment and Tasks (the "Equipment").
- 1.3. Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement, including the provisions set forth in Schedule I.
- 2. PRICING AND PAYMENT- Customer agrees to pay Contractor pursuant to the provisions of this Agreement, including the provisions set forth in Schedule II, Pricing, Invoicing, and Payment, attached hereto, for the Term (as defined herein).

3-PRELIMINARY-WORK AND ADDITIONAL-WORK:

- 3.1. Prior to performing any Services, Contractor will conduct an initial inspection of the Equipment to determine if the Equipment is in good working order and in suitable condition for the Services. If Contractor determines that initial repair, replacement, or other work is required for any Equipment prior to commencement of the Services, such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
- 3.2. If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay Contractor the rates and material charges then applicable to such labor and items at such time.

4. SITE ACCESS AND CUSTOMER OBLIGATIONS-Customer agrees to:

- 4.1 provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;
- 4.2 allow Contractor to start and stop the Equipment as is necessary to perform the Services;
- 4.3 provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
- 4.4 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
- 4.5 immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction; and
- 4.6 take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational.

5. WARRANTY:

- 5.1. Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.
- 5.2. Contractor's warranty in section 5.1. of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Equipment.
- 5.3. Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.
- 5.4. Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.
- 5.5. CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE.—THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES.—CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE.—THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED.—THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

- 6.1. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them.
- 6.2. Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
- 6.3. Contractor shall be entitled to additional compensation for any acceleration or compression of the schedule set forth in Schedule I, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.



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7. LIMITATION OF LIABILITY:

- 7.1. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
- 7.2. In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. GENERAL WASTE & HAZARDOUS MATERIALS:

- 8.1 All waste generated from work performed shall be considered the property of the customer and should be disposed of on site. Such items may include, Air Filters, Belts, Contractors, Cleaning Rags, Wiring, and the like.
- 8.2. Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.
- 8.3. Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to bazardous materials.
- 8.4. In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
- 8.5. Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.
- 8.6. Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions neces-sary to correct such condition in accordance with all applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered hazmless and safe for Contractor's performance of the Services.
- 8.7. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorneys fees, arising out of or resulting from this article.
- 8.8 Notwithstanding anything to the contrary in this agreement, the water treatment program and/or services provided by EMCOR or its sub-contractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella bacteria. Customer and EMCOR agree that EMCOR or its Sub-Contractor shall not be liable or responsible for any of the foregoing, or for any loss or damage arising therefrom.

9. TERM AND TERMINATION:

- 9.1. The term of this Agreement shall be for a period of Three-year(s), commencing 12/01/2025 and terminating 11/30/2028 (the "Term"), unless sooner terminated as provided herein.
- 9.2. This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary, thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3. of this article.
- 9.3. The provisions set forth in Schedules I and II shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
- 9.4. Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
- 9.5. Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all undisputed amounts due Contractor for all Services performed through to the date of termination.
- 9.6. Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance, and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
- 9.7. If, during the Term or successive terms of this Agreement, Customer utilizes an entity other than Contractor to perform any repair, replacement, modification, or other work on any Equipment, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
- 10. NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.

11. CHOICE OF LAW AND JURISDICTION:

- 11.1. This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
- 11.2. Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.



Quote #: 071208

- 11.3. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
- 11.4. Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
- 11.5. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 12. ENTIRE AGREEMENT- This Agreement sets forth the entire agreement between the parties on the subject matter contained herein, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.

SCHEDULE I (SERVICES, EQUIPMENT, AND SCHEDULE)

- SERVICES- Contractor will perform the services described by the specific equipment tasking lists and frequencies included in List of Covered Equipment and Tasks.
- EQUIPMENT- Contract will perform the Services for the following Equipment:
- SCHEDULE FOR SERVICES- Contractor will perform the Services on the following schedule:
- OTHER SERVICE TERMS:
 - 1. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise as follows:
 - 2. Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services, unless specified otherwise as follows:
 - 3. Contractor will perform the Services using electrical power from the Site.
 - 4. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.

EXCLUSIONS:

- 1. Unless otherwise stated within the proposal document or its appendices, services do not include the following:
 - (i) maintenance, repair, or replacement of stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubes, door seals, floor drains, thermometers, gauges, flues, ductwork, grilles, heat transfer tubes and coils, refractories, oil or gas heat exchangers, fan housings, ductwork, and like or similar other non-moving parts.
 - (ii) maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating environment for the Equipment, including, but not limited to, vandalism, flooding, fire, lightning, roof leaks, or power failure or (b) Customer's improper acts or omissions, including, but not limited to, installation of incompatible equipment, improper operating procedures, and improper or inadequate water treatment or filter service; and
 - (iii) any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment.
- 2. Any goods or services for, or concerning, the following items:
 - (i) piping, other than refrigerant piping.
 - (ii) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather or corrosion;
 - (iii) valves;
 - (iv) electrical supply, disconnect switches, circuit breakers; and
 - (v) monitoring/recording devices affixed to Equipment.

SCHEDULE II (PRICING, INVOICING, AND PAYMENT)

- PRICING-Customer agrees to pay Contractor for the Services in accordance with the following rates and material charges:
- INVOICING-AND PAYMENT-Customer agrees to pay Contractor in accordance with the following requirements:
 - o Customer also shall pay Contractor, in addition to the pricing set forth above, all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with Contractor's performance of its obligations under this Agreement;
 - o Contractor will invoice Customer as follows:
 - Customer's payment on invoices is due net 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one
 and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date
 payment is received by Contractor.



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PROGRAM PRICING

Maintenance Solution	Year 1	Year 2	Year 3
Our services will be performed as outlined for an annual cost of	\$12,132.00	\$12,732.00	\$13,368.00
This annual cost will be billed Monthly at	\$1,011.00	\$1,061.00	\$1,114.00

This agreement shall begin on December 1st 2025, unless checked, initialed and noted otherwise here:

Our fee for the above program is payable per month in advance, for a period of 3 Years and in accordance with the included terms and conditions. In addition, please note the following:

- This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/offhours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- Company information will be found in Appendix A and Energy Benchmark will be found in Appendix B.
- Out-of-scope repair and reactive work will be provided at our preferred contract labor rates, which are 10% less than our regular labor
- This proposal is valid for thirty (30) days and becomes binding after acceptance by both the Customer and an authorized representative

				empanies and is provided for Customer's u	
	£ Month/Year:	/2026	Customer Initials	EMCOR / Mesa Initials	
unles	· ·	least thirty (30) days w		and may increase (subject to review) on an The above pricing is valid for 30 days from da	
4.	ACCEPTANCE	E			

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, including the Program Option selected in Section 3 (above), as of the date and year written below.

Customer:	Contractor:
Kern Medical Center	Mesa Energy Systems, Inc.
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

^{**}If filter disposal off site is desired, we can do so for an additional fee. Please talk to your salesman for further details.

EXHIBIT A-3 SERVICES AND FEES



PROPOSAL FOR:

Professional HVAC Maintenance Services

Proposal # PM-22914

Kern Hospital Authority - Chillers

1830 Flower ST Bakersfield, California 93305

SUBMITTED BY:

Maykool D. Nolasco

Maintenance Contracts Manager

Mesa Energy Systems, Inc. 1822 Norris Road Bakersfield, California 93308

MNolasco@emcor.net +1 661-912-6338







October 31st, 2025

Anthony Michael Kern Hospital Authority 1830 Flower St. Bakersfield, California 93305

Dear Anthony:



Kern Medical, Bakersfield, CA.

Mesa Energy Systems, Inc. appreciates the opportunity to provide you with our proposal for a best-in-class maintenance program customized specifically for the HVAC equipment at Kern Hospital Authority. This benefits Kern Hospital Authority from a well-designed and implemented maintenance program such as the one we are offering often include:

- Reduction in unplanned down-time
- Reduction in costly emergency repairs
- Extension of equipment lives
- Improved ability to forecast repair & maintenance costs

Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, if coupled with additional predictive services and more advanced analytics, we can even begin to identify and correct problems before major damage can occur. Our program is predicated and driven with this in mind.

As you review our proposal, you'll see that Section 1 provides an abbreviated summary of the services we've included in your maintenance program with Sections 2 and 3 providing pricing and terms, respectively. The Appendices provide additional details you may find useful during your review of our solution such as included equipment, included inspections, additional/enhanced services and finally, specific tasking, when appropriate.

We at Mesa Energy Systems, Inc. look forward to working with you and your staff in performing this maintenance program. Should you have any questions or require additional information, please contact me and these adjustments will be made immediately.

Sincerely, Mesa Energy Systems, Inc.

Maykool Nolasco Maintenance Contracts Manager















Section 1- Overview of Planned Maintenance Program

Although Appendix A provides detailed information regarding the scope (included equipment, number of inspections, additional services and tasking), benefits for customers with a *planned maintenance program* include:

- Scheduled inspections for covered equipment based on industry standards, including:
 - · Major and Minor Inspections.
 - Filter changes, belts, cleaners, lubrication, among others
- Documentation of work performed including historical service record maintenance, refrigerant usage, and technician recommendations, among other information.
- Efficient work-order management via use of "smart" mobile devices.

Benefits for all Agreement Customers

- 24x7x365 emergency service prioritized ahead of our non-agreement customers.
- Use of highly trained technicians that understand your equipment and are equipped with state-of-the-art tools
- Discounted labor rates on out of scope repair services
- Annual support for customer's capital planning process
- Ongoing assurance that Mesa Energy Systems, Inc. is fully-insured, committed to safety, and is in full compliance to all local, state, federal, and relevant regulatory requirements.

Section 2- Proposed Pricing

Our fee for this program is payable per Monthly in advance of work performed, for a period of 3 years (est. contract start and end dates of 12/01/2025 and 11/30/2028, respectively), and in accordance with the terms and conditions in Section 3 of this proposal.

This proposal is Mesa Energy Systems, Inc.'s confidential

Maintenance Solution	Year 1	Year 2	Year 3
Planned Maintenance	\$28,452.00	\$18,876.00	\$18,876.00
Monthly	\$2,371.00	\$1,573.00	\$1,573.00

information, which Mesa Energy Systems, Inc. has prepared exclusively for Customer using Mesa Energy Systems, Inc.'s confidential and proprietary information. The proposal is provided to Customer conditioned on Customer's use only to engage with Mesa Energy Systems, Inc. concerning the subject matter of the proposal, and is not intended for Customer's use with, or dissemination to, any other third party.

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APPENDIX A: Scope Details

Appendix A1: Equipment Schedule

The table below reflects the quantity of each equipment type included within the scope of this agreement along with the quantity of each unique inspection type that will be completed per contract year. NOTE: For Repair Coverage, "N" indicates that repairs are excluded (maintenance only program), whereas "L" and "F" indicates that repairs are covered for labor only, or for labor and materials, respectively. See terms for additional details.

<u>Clarifications</u> for planned maintenance agreements (including equipment, inspections, and the like) and/ or for Repair Coverage scope of work are listed below:

(X) Included	Type of Service	Frequency
Х	Preventive Maintenance Tasking	See Scope
Х	Chiller Annual	Annual
X	Chiller Operational	Quarterly
X	Chilled Water Pumps	Quarterly
X	Condenser Water Pumps	Quarterly
Х	Eddie Current testing – 1st Year	Annual
Χ	Marley Tower Gear Reducer Service – 1st Year	Annual
Х	Priority Service	Year Round
Х	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

Appendix A2: Additional/ Enhanced Services

Our program includes the following additional/ enhanced services often omitted and/ or overlooked in industrystandard programs. NOTE: Whereas "Program" indicates a service that's applicable to the entire agreement, an equipment designation indicates the specific equipment that service is applicable to.

Included Service Enhancements	Applies To	Fee	
Tota	l Fees (Already Included in Pricing)	Included	

Additional Considerations

The below is a partial list of beneficial enhancements to industry-standard maintenance programs that are likely to reduce operating costs, improve function, and/ or extend equipment life- depending on the site and systems. Unless listed in the above table, these are NOT included within this agreement but may be worthy of further discussion.

- Vibration Testing/ Analysis
- IR Imaging/ Digital Thermography
- Refrigerant Testing & Management
- Additional Visits
- Additional Coil Cleanings
- Energy Benchmarking & Assessments
- HVAC Schedule Compliance
 HVAC Schedule Compliance
- HVAC Set-point Optimization
- Building Controls Maintenance
- Retrofit/ Replacement Planning
- Advanced Asset Management
- Lighting Retrofits
- PE Validation (Energy Star)
- Video documentation of work performed





Equipment List

MODEL	SERIAL	SIZE	TYPE	Location
CVHF650	L09FOC271	650	CHILLER	MECH RM
CVHF650	L09400270	650	CHILLER	MECH RM
05018ET3E326T	NA	50HP	CHILLED WATER PUMP	MECH RM
05018ET3E326T	NA	50HP	CHILLED WATER PUMP	MECH RM
05018ET3E326T	NA	50HP	CHILLED WATER PUMP	MECH RM
05018ET3E326T	NA	50HP	CHILLED WATER PUMP	MECH RM
WH0304FFA	N/A	30HP	CONDENSER WATER PUMP	MECH RM
WH0304FFA	N/A	30HP	CONDENSER WATER PUMP	MECH RM
WH0304FFA	N/A	30HP	CONDENSER WATER PUMP	MECH RM
WH0304FFA	N/A	30HP	CONDENSER WATER PUMP	MECH RM
MARLEY	10015154-B2-NC8305	NA	GEAR REDUCER	MECH YARD
MARLEY	TBD	NA	GEAR REDUCER	MECH YARD
MARLEY	TBD	NA	GEAR REDUCER	MECH YARD
MARLEY	TBD	NA	GEAR REDUCER	MECH YARD



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Appendix A3 - Tasking Details

This Section provides additional information related to the inspections for equipment types included in Appendix A1. NOTE: Actual tasks performed by technicians for any listed equipment type may vary slightly, depending on equipment specifics (presence/ absence of features or accessories), customer application, and/ or requirement from specific manufacturers. In addition, please note that:

- All service visits will include documentation of work performed.
- As part of maintenance services, technicians will verify that equipment was either left operating properly (or capable of sufficient operation) and when this is not true, will provide a recommended next step.
- Unless stated otherwise within this proposal, traditional media filters for major HVAC equipment will be replaced quarterly with new filters of equivalent performance. Work associated with "final" or high-efficiency filters (typically MERV-14 or higher, including HEPA) are excluded unless otherwise stated.

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Description

CENTRIFUGAL CHILLER ANNUALS

- lubricate fan bearings per manufacturer's recommendat
- Check in with customer upon arrival.
- Review chiller diagnostics.
- Review Purge report.
- Check all controls pressure and temperature and record.
- Check all gauges and thermometers.
- Check and record voltage and amperage on all motors in above item and record.
- Start-up chiller, log and check operation.
- Check super heat and operation of expansion valve(s).
- Check and set suction and or temperature unloader(s).
- Check operation of hot gas by-pass valve(s) and settings, if applicable.
- Check operation of all controls.
- Provide service report and log on condition of unit to engineering maintenance department with any recommendations required to pace unit in proper operational order.
- Remove oil sample for analysis.
- ♦ Vane Linkage and Oil Valve Lubrication.
- Change filtration elements in oil/purge circuits, external.
- Check all controls pressure and temperature and record.
- Check all gauges and thermometer.
- Inspect, clean and tighten all electrical connections on the following:
- Compressor motor magnetic starter(s).
- Chiller control panel.
- Perform megger test on all motors in above item and record.
- Check and record voltage and amperage on all motors in above item and record.
- Isolate and drain condenser tube bundle, where applicable. Advise on condition

- Remove water box cover and inspect condition of tubes and crown sheets.
 - o YES(X)NO()
- Brush and flush condenser tubes.
 - o YES(X)NO()
- Perform Eddy current analysis.
 - o YES(X)NO()
- Remount water box covers and refill tube bundle.
 - o YES(X)NO()
- Remove water box cover and inspect condition of tubes and crown sheets.
 - o YES(X)NO()
- Brush and flush condenser tubes.
 - o YES(X)NO()
- Leak test chiller. Advise on condition.
- Leak test of unit will be performed per compliance with SCAQMD rule 1415 by a certified auditor. Record Keeping shall be the responsibility of the equipment owner or operator.
- Provide record keeping form audit report on this equipment in compliance with SCAQMD rule 1415 and section 608 of the clean air act.
- Note: All leaks not covered under this work scope should be repaired to conform to SCAQMD rule 1415.
- Start-up chiller, log and check operation.
- Check super heat and operation of expansion valve(s).
- Check and set suction and or temperature unloader(s).
- Check operation of hot gas bypass valve(s) and settings, if applicable.
- Check operation of all controls. Provide service report and log on condition of unit to engineering maintenance dept with any recommendations required to place unit in proper operational order.
- Document any problems/corrections.





CENTRIFUGAL CHILLER QUARTERLY SERVICE

- Check in with Customer upon arrival.
- Run unit and check operation of chiller and controls.

 Advise on condition of unit.
- Visually inspect condition and operation of the following magnetic starters:
- Compressor motor.
- Oil pump motor.
- Check and record volt/amps on the above motors. Report any abnormalities.
- Check operation of safety, operation and purge unit controls.
- Check thermometers and gauges where required.
- Check and record level of refrigerant and oil.
- Inspect operation of guide vane actuator assembly.
- Provide operating leak test of unit and advise on condition.
- Provide written log and SVC report to building engineering department.
- Document any problems/corrections

COOLING TOWERS/ EVAPORATIVE CONDENSERS (GEAR BOX PERFORMED YEAR ONE)

- Lock out tag out cooling tower.
- Drain gear box into proper container.
- Fill oil per manufacturer spec.
- Replace into operation.

OPERATIONAL PUMPS AND MOTORS

- Lubricate pump bearings per manufacturer's recommendations.
- Lubricate motor bearings per manufacturer's recommendations
- Tighten all nuts and bolts.
- Check and adjust motor mounts and vibration pads. Replace as needed.
- Visually check pump alignment and coupling. Adjust and align as needed.
- Check motor operating conditions.
- Inspect electrical connections and contactors.
- for inspect mechanical seals.
- lnspect pump packing.

EDDIE CURRENT TEST (PERFORMED BY 3RD PARTY)

- Inspect the evaporator tubes of chillers using Eddy Current Testing to detect:
 - o Tube degradation
 - o Corrosion
 - o Cracks
 - o Wall loss
 - Other abnormalities that could affect performance or safety
- Supervised by Emcor Personal





Section 3- TERMS AND CONDITIONS (Maintenance Service Agreement)

This agreement (the "Agreement") is made this 3 th of October, 2025 between Kern Hospital, located at (Bakersfield, California, 93305) (the "Customer"), and Mesa Energy Systems, Inc. (2 Cromwell, Irvine, California, 92630) (the "Contractor").

1. SERVICES:

- 1.1 Contractor will perform the mechanical maintenance services set forth in Appendix A (the "Services"), attached hereto, for Customer at Customer's premises, located at 1830 Flower St, Bakersfield, California, 93305.
- 1.2 Contractor will provide the Services at the Site for the equipment set forth in Appendix A1 (the "Equipment").
- 1.3 Contractor will perform the Services for the Equipment pursuant to the provisions of this Agreement.
- 1.4 Scheduling for each inspection will depend on (i) equipment type and (ii) actual annual and/or seasonal conditions, but will be consistent with industry standards and manufacturer's recommendations.
- 1.5 Unless specified otherwise, Contractor will perform the Services during normal working hours, Monday through Friday, and Services do not include any labor for or during off-hours, overtime work, stand by time, or emergency services.
- 1.6 Unless specified otherwise, Services do not include the following:
 - (i) maintenance, repair, or replacement of (a) stationary and/or non-maintainable parts of the Equipment, including, but not limited to, cabinets, enclosures, casings, insulating materials, electrical wiring, structural supports, pressure vessels, tubes, door seals, floor drains, thermometers, gauges, flues, ductwork, grilles, heat transfer tubes and coils, refractories, oilorgas heat exchangers, fan housings, ductwork, and like or similar other things/parts, and (b) obsolete components
 - (ii) maintenance, repair, replacement, or other work that is necessitated by (a) circumstances beyond the normal, customary, and anticipated operating environment for the Equipment-including, but not limited to, vandalism, flooding, fire, lightning, roof leaks, or power failure, (b) Customer's improper acts or omissions, including, but not limited to, installation of incompatible equipment, improper operating procedures, and improper or inadequate water treatment or filter service, or (c) Customer's failure to authorize Contractor to perform recommended work:
 - (iii) any other goods or services not set forth in the Services that any governmental authority, insurance company, or other entity may require that has the authority to direct Customer to take certain actions concerning the Equipment;
 - (iv) any goods or services for, or concerning (a) piping, other than refrigerant piping; (b) maintenance, repair, replacement, or other work due to damage to Equipment caused by freezing weather or corrosion; (c) valves; (d) electrical supply, disconnect switches, circuit breakers; (e) monitoring/recording devices affixed to Equipment, and (f) temporary cooling or heating.

2. PRICING AND PAYMENT

- 2.1 Customer agrees to pay Contractor pursuant to the provisions of this Agreement
- 2.2 Customer agrees to pay Contractor for the Services in accordance with the pricing set forth in the proposal's Section 2 (and as set forth elsewhere for additional work), and Customer also shall pay Contractor all excise, sales, use, occupation or other similar taxes imposed on Contractor by any governmental authority or in any way connected with

- Contractor's performance of its obligations under this Agreement.
- 2.3 Unless specified otherwise, the pricing set forth in the proposal's Section 2 does not include cost of refrigerant.
- 2.4 Unless specified otherwise,
 - (i) Contractor will invoice Cust mer for the Services no less frequently than quarterly, and in advance of Service performance;
 - (ii) For additional work, Contractor will invoice Customer upon completion unless the duration of work is greater than 30-days, in which event Contractor may invoice Customer on a 30-day progress-basis for cost incurred to date with the remaining balance invoiced upon completion;
 - (iii) Customer's payment on invoices is due net 30 days from date of invoice; and late payment to Contractor shall be subject to simple interest at the rate of one and one-half percent (1½%) per month, not to exceed the maximum amount allowed by applicable law, calculated from the date payment was due until the date payment is received by Contractor;

3. PRELIMINARY INSPECTIONS, EQUIPMENT STATUS AND ADDITIONAL-WORK:

- 3.1 Contractor's obligation to commence Services is expressly conditioned on the Equipment being in good working order and serviceable condition, and Contractor reserves the right to exclude any Equipment that does not meet this standard, or that otherwise is obsolete or beyond serviceable life. Contractor also reserves the right to conduct operating inspections to determine the status of Equipment on an ongoing basis for planned-maintenance, and for maintenance programs with Services that include repairs (labor-only or labor and materials), Contractor-will complete these operating inspections prior to performing Services, unless certain Equipment is operationally constrained by season, weather, and/or-Site restrictions / Equipment application. Contractor will perform follow-up inspections for such Equipment when possible, but no later than 120 days from commencement of Services - If Contractor determines that initial repair, replacement, or other-work is required to restore Equipment to a suitable condition (or such determination is made at any point for planned maintenance), such work shall not constitute a Service under this Agreement, and Contractor will provide Customer with a quotation for such work. If Customer refuses to authorize such work, Contractor may, at its sole option, renegotiate the provisions of this Agreement for such Equipment or terminate this Agreement.
- 3.2 If Customer requests maintenance, repair, replacement, emergency services, or any other work that Contractor concludes is outside the scope of Services, Customer will pay Contractor according to Contractor's quotation for such work or, absent quotation, the rates and material charges then applicable to such labor and items at such time. Additional work also is subject to truck and/or trip charges and charges for miscellaneous items (including, but not limited to, PPE, consumables, disposal charges, and use of specialty tools) then applicable to such work at such time.
- SITE ACCESS AND CUSTOMER OBLIGATIONS Customer agrees to:
 - 4.1 provide safe and reasonable access to the Equipment so that Contractor can perform the Services, and to remove any partitions, fixtures, or materials that may impede Contractor's ability to perform the Services;



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- 4.2 allow Contractor to start and stop the Equipment as is necessary to perform the Sourices;
- 4.3 provide access to on-site utilities required to perform the Services, including electrical and water supply with hose spigot within 100 feet of Equipment;
- 4.4 provide any other assistance as is reasonably necessary so that Contractor can perform the Services;
- 4.5 use and operate the Equipment in accordance with the manufacturer's specifications and directions;
- 4.6 immediately notify Contractor in the event of any change in the normal use or operation of the Equipment, or any Equipment malfunction;
- 4.7 take reasonable safety precautions to protect life and property including, but not limited to, fire watch and/or suppression, in the event of any emergency or system failure during the period of time from when Contractor is first notified of the emergency or failure until such time that Contractor notifies Customer that the emergency has cleared or the system is operational; and
- 4.8 consent to the recording of all inbound and outbound calls for training and quality assurance purposes, and Customer hereby acknowledges and consents to such recording.

5. WARRANTY:

- 5.1 Contractor warrants that (i) the materials provided in performing the Services will be free from defects to the same extent as set forth in the warranty provided by the manufacturer of such materials and (ii) the workmanship provided in performing the Services will be good and of a workman-like standard for sixty (60) days from the date of the Services.
- 5.2 Contractor's warranty in section 5.1, of this article (i) applies only to materials and labor furnished by Contractor in performing the Services and (ii) shall be null and void if Customer subsequently has another contractor provide goods or services that relate to, concern, or otherwise affect the Equipment.
- 5.3 Contractor promptly shall repair or replace, at its sole option, any defective materials occurring within the applicable warranty period for such item, to the extent of such warranty. If a manufacturer's warranty excludes payment to Contractor for labor costs associated with removal, installation, repair, or other like or similar costs to remedy defective materials, Contractor will provide such labor at its own expense during normal working hours for sixty (60) days from the date of the Service, and if Customer requires warranty work at any other time outside normal hours, Customer will pay Contractor the rates then applicable to such labor at such time. Thereafter, Customer will pay Contractor the rates then applicable to such labor at such time.
- 5.4 Contractor promptly shall repair or replace, at its sole option, any improper workmanship of its Work occurring within the applicable warranty period without cost to Customer. Contractor will provide labor for the performance of this warranty work at its own expense only during normal working hours, and if Customer requires warranty work at any other time, Customer will pay Contractor the rates then applicable to such labor at such time.
- 5.5 CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY IS THE REPAIR OR REPLACEMENT SET FORTH IN THIS ARTICLE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, EITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES. CONTRACTOR'S TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE OBLIGATIONS SET FORTH IN THIS ARTICLE. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IT IS IN LIEU OF ANY AND ALL

OTHER POSSIBLE REMEDIES, DAMAGES, CLAIMS, OR WARRANTIES WHETHER EXPRESS OR IMPLIED. THE DAMAGE LIMITATION SET FORTH IN ARTICLE 7 ALSO SHALL APPLY TO THIS WARRANTY.

6. EXCUSED DELAY:

- 6.1 Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the control of Contractor, or Contractor's subcontractors, suppliers, or vendors, and without fault or negligence of any of them. In addition, any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandamic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- 6.2 Contractor shall be entitled to additional compensation for any excused delay as set forth in section 6.1 of this article.
- 6.3 Contractor shall be entitled to additional compensation for any acceleration or compression of the Services, and for any out of sequence or overtime work, except to the extent caused by Contractor's own negligent acts or omissions.

7. LIMITATION OF LIABILITY:

- 7.1 Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
- 7.2 In no event shall Contractor's aggregate liability to Customer for such actual and direct damage exceed an amount, at Contractor's sole option, that is equal to (i) the amount of this Agreement, but if the Agreement is multi-year agreement or variable-priced agreement, an amount that is equal to the value of all Services performed in the year of the event giving rise to the claim, or (ii) the cost to Contractor to repair or replace the Equipment giving rise to the claim.

8. HAZARDOUS MATERIALS:

- 8.1 Contractor shall not perform any services of any sort that concerns hazardous materials, and shall have no responsibility for accumulation, storage, transportation, or disposal of any hazardous materials or waste generated by Customer or present at the Site.
- 8.2 Contractor shall not be deemed an "operator" of the Site for purposes of current or pending federal, state, or local laws, rules, or regulations pertaining to hazardous materials.
- 8.3 In no event shall Contractor be required to sign any manifests related to hazardous materials generated by Customer or present at the Site.
- 8.4 Customer shall disclose to Contractor in writing and in advance of Contractor performing any Services any known hazardous materials that are present at the Site, including, but not limited to, the location and type of each such hazardous material, so that Contractor can inform and protect its employees from health risks associated with such hazardous materials.
- 8.5 Contractor shall not be required to perform any Services in any part of the Site where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage. Contractor's nonperformance of Services due to such actual or potentially unsafe working conditions shall constitute an excused delay. Customer will be responsible for taking any and all actions necessary to correct such condition in accordance with all



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- applicable laws and regulations, and Contractor will resume performance of the Services in the affected area only in the absence of hazardous materials and/or when the affected area has been rendered harmless and safe for Contractor's performance of the Services.
- 8.6 Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from this article.
- 8.7 Notwithstanding anything to the contrary in this Agreement, any water treatment program and/or services provided by Contractor or its subcontractor expressly exclude any detection or remediation of, prevention or protection from, or other form of treatment for micro-biological growth and/or biological hazards that may be present in or enter Customer's water, water works, and/or systems that contain water, specifically including, but not limited to, Legionella-bacteria. Customer and Contractor agree that Contractor or its subcontractor shall not be liable for or responsible for any of the foregoing, or for any loss or damage arising therefrom.

9. TERM AND TERMINATION:

- 9.1 The term of this Agreement shall be for the period set forth in the proposal (the "Term"), unless sooner terminated as provided herein.
- 9.2 This Agreement automatically shall renew for successive one (1) year terms, commencing on the expiration of the Term, and renewing on each such yearly anniversary, thereafter, conditioned upon mutually acceptable provisions, as set forth in section 9.3, of this article.
- 9.3 The provisions set forth in the proposal and this Agreement concerning scope and price shall apply for the duration of the Term. If the Agreement is not terminated at the end of the Term, the parties will endeavor to reach agreement on mutually acceptable prospective provisions for these terms, which will apply to the next yearly successive term. The parties will follow such process for each successive yearly term until the Agreement is terminated. Failure to reach agreement on such prospective provisions for any successive yearly term shall render the Agreement terminated, which the parties shall confirm in writing.
- 9.4 Customer or Contractor may terminate this Agreement (i) for convenience upon sixty (60) days prior written notice to the other party or (ii) upon thirty (30) days written notice prior to the commencement of any successive yearly term. In the event of either such termination, Customer will pay Contractor for all Services performed through the date of termination and, in addition, in the event of termination for convenience by Customer, all other reasonable costs incurred by Contractor that are associated with such termination.
- 9.5 Customer may terminate this Agreement for cause, but only upon seven (7) days written notice and, further, upon Contractor's failure to commence curative measures in such time and thereafter to proceed to effect such cure. In the event of such termination, Customer will pay Contractor all

- undisputed amounts due Contractor for all Services performed through to the date of termination.
- 9.6 Contractor may suspend its performance of Services, without liability of any sort to Customer, if Customer fails to make payment to Contractor within thirty (30) days after the date payment is due. Upon payment, Contractor will recommence performance and shall be entitled to an extension of time equal to the suspension and all reasonable costs associated with such suspension.
- 9.7 If, during the Term or successive terms of this Agreement,
 Customer utilizes an entity other than Contractor to perform
 any repair, replacement, modification, or other work on any
 Equipment, Contractor may, at its sole option, renegotiate the
 provisions of this Agreement for such Equipment or terminate
 this Agreement.
- 9.8 If (i) Customer terminates this Agreement for convenience or (ii) Contractor terminates this Agreement for cause, Customer shall pay Contractor all start-up, transition, initial assessment, proposal development, or like or similar costs that Contractor deferred or amerized for payment across the Term of the Agreement, and all such amounts shall become presently due and owing to Contractor.
- 10. NO ASSIGNMENT- Neither Customer nor Contractor shall assign any of its rights or obligations hereunder without the prior written approval of the other party.

11. CHOICE OF LAW AND JURISDICTION:

- 11.1 This Agreement shall be governed by, construed, and enforced for all purposes in accordance with the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions.
- 11.2 Any and all actions arising from, relating to, or concerning the subject matter of this Agreement shall be commenced in the United States Federal Court in the appropriate district of such State or the State court of such State, either of which shall have exclusive jurisdiction over such actions.
- 11.3 Any such action shall be submitted TO THE COURT ONLY for a resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
- 11.4 Any such action also shall be commenced with one (1) year from the date of the Services giving rise to such claim, with the exception of any action by Contractor for collection of amounts due to it.
- 11.5-Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
- 12. ENTIRE AGREEMENT- This Agreement sets forth the entire agreement between the parties on the subject matter contained herein and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, negotiations, or promises relating to these issues. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the party to be bound.





Section 4- Acceptance

Customer: Kern Hospital Authority		Contractor: Mesa Energy Systems, Inc.		
By÷		By:		
Name:		Name:		
Title:		Title:		
Date:		Date:		

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APPENDIX B: WE ARE PART OF THE EMCOR GROUP FAMILY

AN INDUSTRY LEADER

- A Fortune 500® leader in building services, mechanical and electrical construction, and industrial and energy infrastructure, we provide services for 75% of the other Fortune 500® Companies and other organizations working in virtually every market segment, facility type and size.
- National coverage with 220+ locations and 40,000+ employees in the U.S. and UK. More than 5,500 skilled technicians are trained to work on virtually any brand of equipment in every type of facility in nearly every major U.S. market.
- The Power of Financial Strength: EMCOR's strong financial position enables it to attract and retain the best talent, undertake and complete the most ambitious projects, and redefine and shape the future of the industries in which it works.



The EMCOR Values of "Mission First, People Always" have become inculcated across all EMCOR subsidiaries and employees. These simple yet powerful words explain and describe the fundamental beliefs by which we operate.

COMPREHENSIVE SERVICES

- Mechanical and HVAC services
- Mechanical and HVAC construction, renovation, and retrofits
- Energy services
- As part of the EMCOR family, additional services include: site-based facilities services, interior and exterior maintenance services, fire protection, and multi-site maintenance and trades

STRONG SAFETY CULTURE

- Safety Record: EMCOR's safety performance consistently remains strong year after year with a current rate better than 60% of competitors and that ranks 63% lower than the Bureau of Labor Statistics industry average.
- Industry Leading Safety Programs: EMCOR's award winning "Be There For Life—ZERO Injury" program is an industry leader in reducing lost time injuries.

KEY BENEFITS

- Client-focused solutions
- Enhanced employee workplace experience, wellness, and comfort levels
- Optimized return on investment
- Controlled costs and service levels
- lmproved efficiencies
- Extended system life
- Code and regulatory compliance expertise
- Best-in-class technology
- Deep commitment to sustainability

EXHIBIT A-4 IRS FORM W-9

(Rev. March 2024) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	re you begin. For guidance related to the purpose of Form W-9, see F	Purpose of Form, below.						
	Name of entity/individual. An entry is required. (For a sole proprietor or disentity's name on line 2.)	regarded entity, enter the owner	s name on line	1, and enter the business/disregarded				
	MESA ENERGY SYSTEMS, INC.	MESA ENERGY SYSTEMS, INC.						
	2 Business name/disregarded entity name, if different from above.							
	dba EMCOR SERVICES MESA ENERGY							
Print or type. Specific Instructions on page 3.	3a Check the appropriate box for federal tax classification of the entity/indivk only one of the following seven boxes. Individual/sole proprietor C corporation S corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
3 8	LLC, Enter the tax classification (C = C corporation, S = S corporation	Exempt payee code (if any)						
Print or type. c Instructions	Note: Check the "LLC" box above and, in the entry space, enter the application of the LLC, unless it is a disregarded entity. A disregarded box for the tax classification of its owner.		Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)					
in in	Other (see instructions)			code (ii aliy)				
Specific	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC and you are providing this form to a partnership, trust, or estate in which this box if you have any foreign partners, owners, or beneficiaries. See inst	h you have an ownership interes		(Applies to accounts maintained outside the United States.)				
See	6 Address (number, street, and apt. or sulte no.). See instructions.	Requ	iester's name a	and address (optional)				
٠,	2 CROMWELL	•						
	6 City, state, and ZIP code							
	IRVINE, CA 92618							
	7 List account number(s) here (optional)							
Par	Taxpayer Identification Number (TIN)			curity number				
backu reside entitie TIN, la		mber (SSN). However, for a Part I, later. For other number, see <i>How to get a</i>	or Employer	Identification number				
	If the account is in more than one name, see the instructions for line the recommendate of the recommendat	. See also what Name and	3 3 -	0 1 1 2 6 4 0				
Par								
	penalties of perjury, I certify that:							
	number shown on this form is my correct taxpayer identification num							
Ser no l	n not subject to backup withholding because (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failu onger subject to backup withholding; and							
	a U.S. citizen or other U.S. person (defined below); and							
	FATCA code(s) entered on this form (if any) indicating that I am exem							
becau	cation instructions. You must cross out item 2 above if you have been I se you have failed to report all interest and dividends on your tax return. I ition or abandonment of secured property, cancellation of debt, contribu	For real estate transactions, it	em 2 does not	apply. For mortgage interest paid,				
other t	han interest and dividends, you are not required to sign the certification,	but you must provide your co.	rrect TIN. See	the instructions for Part II, later.				
Sign Here	Signature of	Date	1/2	12025				
Ger	neral Instructions			orm. A flow-through entity is that it has direct or indirect				
Section noted.	n references are to the internal Revenue Code unless otherwise	foreign partners, owners, to another flow-through e	or beneficiarie ntity in which	es when it provides the Form W-9 it has an ownership interest. This				
related	e developments. For the latest Information about developments to Form W-9 and its instructions, such as legislation enacted ney were published, go to www.irs.gov/FormW9.	change is intended to pro regarding the status of its beneficiaries, so that it ca	indirect foreign satisfy any a	applicable reporting				

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT "C"

INSURANCE

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by KCHA. Any requirement for insurance to be maintained after completion of the work shall survive the termination or expiration of this Agreement.

KCHA reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employers Liability Insurance:

- (a) Required if Consultant has employees. If Consultant currently has no employees, Consultant's written confirmation of such will be required before execution of this Agreement. If Consultant engages any employees during the term of this Agreement or any extensions thereof, Consultant agrees to obtain the specified Workers' Compensation and Employers Liability insurance.
- (b) Workers' Compensation insurance with statutory limits as required by the California Labor Code.
- (c) Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- (d) Waiver of Subrogation: The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of KCHA for all work performed by Consultant, its employees, agents and subcontractors.
- (e) Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance:

- (a) Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- (b) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- (c) If Consultant has no Owned automobiles, the General Liability policy shall include Non-Owned and Hired Automobile Liability in the amount of \$1,000,000 combined single limit per accident.
- (d) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
- (e) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 below for full Additional Insured wording.
- (f) The insurance provided to KCHA as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by KCHA.
- (g) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- (h) The policy shall cover inter-insured suits between KCHA and Consultant and include a "separation of insureds" or "severability" clause, which treats each insured separately.
- (i) Required Evidence of Insurance: (i) Copy of the additional insured endorsement or policy language granting additional insured status; and (ii) Certificate of Insurance.

3. Automobile Liability Insurance:

- (a) Minimum Limits: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (b) Insurance shall apply to all Owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions thereof.
- (c) Insurance shall include coverage for Non-Owned and Hired autos. (See requirements in section 1(c) above if there is no separate Automobile Liability coverage.)
- (d) KCHA shall be named as an additional insured for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. See section 6 for full Additional Insured wording.
- (e) Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability Insurance (Errors and Omissions):

- (a) Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession.
- (b) Minimum Limits: \$1,000,000 per Occurrence or Claim; \$2,000,000 Annual Aggregate. If Consultant maintains higher limits than the specified minimum limits, KCHA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- (c) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by KCHA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon KCHA's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving KCHA.
- (d) Required Evidence of Coverage: Certificate of Insurance.
- 5. Standards for Insurance Companies: Insurers shall have an A.M. Best's rating of at least A;VII.
- 6. <u>Additional Insured Wording</u>: "Kern County Hospital Authority, its officers, officials, employees and volunteers" are to be named as Additional Insureds as per each section where noted above.
- 7. <u>Claims Made Policies</u>: If any of the required policies provide coverage on a claims-made basis:
 - (a) The Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of contract work.
 - (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - (c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

8. Documentation:

- (a) The Certificate of Insurance must include the following reference: "Agreement for Professional Services Master Facility Plan."
- (b) All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with KCHA for the entire term of this Agreement and any additional periods if specified in sections 1, 2, 3 or 4 above.
- (c) The name and address for the Certificates of Insurance and Additional Insured endorsements is: Kern County Hospital Authority, c/o Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, California 93306.
- (d) Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least 10 days before expiration or other termination of the existing policy.
- (e) Consultant shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.
- (f) Upon written request, certified copies of required insurance policies must be provided to KCHA within 30 days.
- 9. Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 10. <u>Primary Coverage</u>: For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects KCHA, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by KCHA, its officers, directors, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- 11. <u>Waiver of Subrogation</u>: Consultant hereby grants to KCHA a waiver of any right to subrogation, which any insurer of said Consultant may acquire against KCHA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not KCHA has received a waiver of subrogation endorsement from the insurer.
- 12. <u>Material Breach</u>: If Consultant fails to maintain the insurance required by this Agreement, it shall be deemed a material breach of this Agreement. KCHA, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, KCHA may purchase the required insurance, and without further notice to Consultant, KCHA may deduct from sums due to Consultant any premium costs advanced by KCHA for such insurance. These remedies shall be in addition to any other remedies available to KCHA.

[Intentionally left blank]

EXHIBIT E ADDITIONAL TERMS APPLICABLE TO CONSTRUCTION/ENGINEERING AGREEMENTS

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

I. COMPLIANCE WITH LABOR STANDARDS

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

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

II. APPRENTICESHIP PROGRAM

1. Compliance Required

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

2. Certification of Approval

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

- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

3. Fund Contributions

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

4. Apprenticeship Standards

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

III. SUPPLEMENTARY CONDITIONS – INSURANCE AND INDEMNIFICATION

1. INSURANCE

A. In addition to the Insurance requirements in Exhibit C, Contractor, in order to protect the KCHA and its board members, officials, agents, officers, employees and volunteers against all claims and liability for death, injury, loss and damage as a result of

Contractor's actions in connection with the performance of Contractor's obligations, as required in the Contract Documents, shall secure and maintain insurance as described below. Contractor shall not perform any work under the Contract Documents until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with KCHA's authorized insurance representative, Exigis.

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

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

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

- 2) If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from KCHA under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from KCHA, KCHA may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Workers' Compensation Insurance and Safety Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If KCHA is compelled to pay compensation, KCHA may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse KCHA.
- 3) Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 4) All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work unless otherwise indicated in the Contract Documents, and Contractor shall cause the Subcontractors to furnish proof thereof to KCHA within ten Days of KCHA's request.

2. INDEMNIFICATION

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



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed Quote 17120 by Pedigo Products, Inc.

Requested Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed quote from Pedigo Products, Inc., for the purchase of an enthermics cart in an amount not to exceed \$738. This device warms blankets. This is the preferred vendor of the department.

Counsel is unable to approve as to form as this quote is governed by the unmodified terms of the vendor. Despite several attempts by counsel to negotiate terms for this quote, the vendor was unwilling to engage in negotiations.

Therefore, it is recommended that your Board approve the proposed quote from Pedigo Products Inc., for purchase of an enthermics cart with a not to exceed amount of \$738, plus tax and shipping, and authorize the Chairman to sign.

Pedigo Products Inc 4000 SE Columbia Way Vancouver WA 98661 USA



Phone: 360-695-3500

Quote Number: 17120 QUOTE Page: 1 of 1

Quote To:

KERN MEDICAL (FKA KERN MEDICAL CENTER) 1700 MOUNT VERNON AVE BAKERSFIELD CA 93306

USA

Phone: 661.326.2000

Email:

Ship To:

KERN MEDICAL (FKA KERN MEDICAL

CENTER)

1700 MOUNT VERNON AVE BAKERSFIELD, CA 93306

USA

Phone: 661.326.2000

Email:

Date: 7/17/2025 Reference: Sales Person: PMG_CA

Expires: 8/16/2025 Email: amassa@pmgreps.com

BELOW PRICING REFLECTS COST TO KERN MEDICAL WHEN PURCHASED DIRECT FROM PEDIGO PRODUCTS.

ESTIMATED LEAD TIME: 2 WEEKS. NOTE: LEAD TIMES ARE SUBJECT TO CHANGE DEPENDING ON WHEN PURCHASE ORDER IS PLACED.

WARRANTY: THREE YEARS AGAINST DEFECTS IN PARTS, ONE YEAR LABOR, UNDER NORMAL USE AND CONDITIONS

FOB: DESTINATION. FREIGHT PREPAID & ADDED TO INVOICE. PAYMENT TERMS: NET 30

PLEASE REFERENCE QUOTE#17120 WHEN PLACING ORDER.

WHEN ORDERING, PLEASE PROVIDE DELIVERY CONTACT NAME AND PHONE NUMBER AS WELL AS DOCK AVAILABILITY INFO, PLEASE ALSO ADVISE IF A LIFT GATE DELIVERY IS REQUIRED.

ELECTRONICALLY SIGNED AND APPROVED BY: KYLIE EBERT - PEDIGO CUSTOMER SERVICE REPRESENTATIVE

USD

Line	Part Description	Expected Qty	Unit Price	Ext. Price
1	500206	1.00 EA	738.00	738.00
	MS400, ENTHERMICS CART			

PRICING IS BASED ON THE QUANTITY SPECIFIED AND IS SUBJECT TO CHANGE IF THE PURCHASE QUANTITY VARIES FROM ABOVE. PRICING APPLIES TO THIS QUOTATION ONLY, IS BASED ON ALL ITEMS SHOWN BEING ORDERED AT ONE TIME AND SHIPPED AT ONE TIME TO ONE LOCATION. PRICING IS SUBJECT TO CHANGE IF A SPLIT OR DELAYED SHIPMENT IS REQUESTED. PLEASE SEND PURCHASE ORDERS TO ORDERS@PEDIGO-USA.COM.

	Lines Total	738.00
REVIEWED ONLY	Total Taxes	60.89
NOT APPROVED AS TO FORM	Line Miscellaneous	0.00
De Dhillite Continue	Quote Miscellaneous	0.00
By <i>Phillip Jenkins</i> Kern County Hospital Authority	Quote Total	\$798.89
Kern county hospital Authority		

By: _____ Chairman, Board of Governors 11.19.25



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed Amendment No. 4 to Agreement 041-2023 with Tarun Rustagi, M.D., a contract employee, for professional medical services in the Department of Medicine

Recommended Action: Approve; Authorize the Chairman to sign

Summary:

Kern Medical requests your Board approve Amendment No. 4 to Agreement 041-2023 with Tarun Rustagi, M.D., for professional medical services in the Department of Medicine. Dr. Rustagi is a fellowship trained, board certified gastroenterologist, and has been employed by Kern Medical since March 16, 2023.

Kern County and the Central Valley are designated as a Health Professional Shortage Area (HPSA). The region is primarily rural and relies economically on agriculture with some limited energy production. Nearly half of the population is enrolled in Medicaid (Medi-Cal) due to severe socio-economic challenges. A significant shortage of physicians exists across nearly all specialties in the area, and is particularly acute in gastroenterology due to the conditions described above. Further, the number of gastroenterologists coming out of training is not keeping up with growing national and local demands due to an aging population.

Kern Medical has been attempting to recruit additional gastroenterologists to support its single part-time gastroenterology specialist for over 10 years without success. For most of those years, the medical center was unable to generate any interested candidates due to the challenges of recruiting to a less-than-desirable area. To bolster its chances to recruit additional physicians in this much needed specialty, Kern Medical entered into a Professional Services Agreement in 2020 with Adventist Health Physicians Network (Adventist) to jointly recruit more gastroenterologists. Adventist was experiencing the same needs and a lack of success in recruitment. Under the agreement with Adventist, Kern Medical employs physicians in various specialties that in turn provide coverage at Adventist and Kern Medical.

The gastroenterology service under the agreement between Kern Medical and Adventist provides emergency, inpatient, and outpatient coverage for eight Adventist Health hospitals and dozens of clinics located in the Central Valley and Central Coast as well as Kern Medical's hospital, trauma center and 12 outpatient clinics. Adventist refers all gastroenterology cases from its service area to the Adventist Health Bakersfield hospital.

Members, Board of Governors November 19, 2025 Page 2 of 2

Despite the joint recruitment efforts to date, Adventist and Kern Medical have only been able to recruit a single gastroenterologist, Dr. Rustagi. In addition to basic gastroenterology services, Dr. Rustagi has advanced interventional gastroenterology fellowship training to treat the most complex cases, which allows for most patients in the area to be treated locally and not have to be transferred to Los Angeles or the Bay area. To support the demand, Dr. Rustagi has provided coverage nearly 365 days a year since he started. Dr. Rustagi's work effort as measured by a physician's productivity based on work RVUs far exceeds the 90th percentile for the MGMA Physician Compensation and Production Survey for gastroenterology.

This particular Amendment is to pay Dr Rustagi for reimbursement paid by Adventist Health to Kern Medical for extra shifts he has completed at Adventist through August 31, 2025 in the amount of \$173,076.54 as well as additional work RVU payments made by Adventist Health in the amount of \$210,688.95. For the extra work RVUs generated at Kern Medical, Dr Rustagi is owed \$252,331.07. The proposed Amendment increases the maximum payable by \$750,000, from \$6,476,435 to \$7,226,435, to cover the term and the additional amount owed for the extra work rendered.

Therefore, it is recommended that your Board approve Amendment No. 4 to Agreement 041-2023 with Tarun Rustagi, M.D., a contract employee, for professional medical services in the Department of Medicine, increasing the maximum payable by \$750,000, from \$6,476,435 to \$7,226,435, effective November 19, 2025, and authorize the Chairman to sign.

AMENDMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT EMPLOYEE

(Kern County Hospital Authority – Tarun Rustagi, M.D.)

This Ar	nendment No. 4 to	the Agreement for Professiona	d Services is made and entered
into this	day of	, 2025, between Kern County	Hospital Authority, a local unit
of government	("Authority"), which	ch owns and operates Kern Me	edical Center ("KMC"), and
Tarun Rustagi,	M.D. ("Physician")).	

RECITALS

- (a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. 041-2023, dated March 15, 2023), Amendment No. 1 (Agt. 053-2024, dated March 20, 2024), Amendment No. 2 (Agt. 041-2025, dated April 16, 2025), and Amendment No. 4 (Agt. 068-2025, dated June 18, 2025) (collectively, the "Agreement"), for the period March 16, 2023 through March 15, 2026, whereby Physician provides professional medical services in the Department of Medicine at KMC; and
- (b) The parties agree to amend certain terms and conditions of the Agreement as hereinafter set forth; and
 - (c) The Agreement is amended effective November 19, 2025;

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

- 1. Section 5, Compensation Package, paragraph 5.5, Maximum Payable, shall be deleted in its entirety and replaced with the following:
 - "5.5 <u>Maximum Payable</u>. The maximum compensation payable under this Agreement shall not exceed \$7,226,435 over the three (3) year Initial Term of this Agreement."
- 2. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
- 3. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
- 4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.
- 5. Except as provided herein, all other terms, conditions and covenants of the Agreement and any and all amendments thereto shall remain in full force and effect.

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

PHYSICIAN		
By		
By Tarun Rustagi, M.D.		
KERN COUNTY HOSPITAL AUTH	ORITY	
By		
Chairman Board of Governors		
APPROVED AS TO CONTENT:		
Ву		
Scott Thygerson Chief Executive Officer		
APPROVED AS TO FORM: LEGAL SERVICES DEPARTMENT		
Ву		
Vice President & General Counsel		
Kern County Hospital Authority		



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed Agreement with Bryant A. Nachtigall, D.P.M., for professional medical services in the Department of Surgery

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Agreement with Bryant A. Nachtigall, D.P.M., a contract employee, for professional medical services in the Department of Surgery. Dr. Nachtigall, who is a fellowship trained podiatrist specializing in foot and ankle surgery, has been employed by Kern Medical since 2021.

Dr. Nachtigall is currently paid an annual salary based on his productivity. The proposed Agreement modifies how his worked relative value unit ("Worked RVU") conversion factor will be calculated. Effective January 1, 2025, Kern Medical will pay Dr. Nachtigall an annual salary comprised of the following: (i) a base salary for teaching and administrative services and (ii) payment for care of KMC patients using the current Medical Group Management Association Physician Compensation and Production Survey ("MGMA Survey") full-time physician compensation with more than one year in the specialty for all physicians section. The conversion factor will be established by taking the MGMA Survey 90th percentile Total Compensation for Podiatry Foot and Ankle Surgery and dividing it by the MGMA Survey 90th percentile work relative value unit ("wRVU") Ratio for Podiatry Foot and Ankle Surgery to arrive at the dollar value for each Worked RVU. This change in methodology continues to represent the reasonable fair market value compensation for the services provided by Dr. Nachtigall. The maximum payable under the Agreement will not exceed \$2,250,000 over the three-year term from January 1, 2026 through December 31, 2028. Dr. Nachtigall will continue to receive the standard complement of benefits offered to all physicians employed by Kern Medical.

Therefore, it is recommended that your Board approve the Agreement with Bryant A. Nachtigall, D.P.M., for professional medical services in the Department of Surgery from January 1, 2026 through December 31, 2028, in an amount not to exceed \$2,250,000, plus applicable benefits, and authorize the Chairman to sign.

AGREEMENT FOR PROFESSIONAL SERVICES CONTRACT EMPLOYEE

(Kern County Hospital Authority – Bryant A. Nachtigall, D.P.M.)

This Agreement is made and entered i	nto this day	of,	2025, between
Kern County Hospital Authority, a local unit	of government ("A	authority"), which	owns and
operates Kern Medical Center ("KMC"), and	Bryant A. Nachtig	all, D.P.M. ("Phy	sician").

I. RECITALS

- (a) Authority is authorized, pursuant to section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and
- (b) Authority requires the assistance of Physician to provide professional medical services in the Department of Surgery at KMC (the "Department"), as such services are unavailable from Authority resources, and Physician desires to accept employment on the terms and conditions set forth in this Agreement; and
- (c) Physician is specially trained, experienced, expert, and competent to perform such services; and
- (d) Authority currently contracts with Physician as a contract employee for the provision of professional medical and administrative services in the Department and teaching services to resident physicians (Agt. 26121, dated July 16, 2021), for the period July 17, 2021 through December 31, 2025; and
- (e) Physician has met the conditions of paragraph 5.2, as set forth in Amendment No. 2 to Agt. 26121, which provides in relevant part that Physician shall be paid an annual retention bonus in the amount of \$30,000, less all applicable federal and state taxes and withholdings, payable to Physician for the previous Employment Year; and
- (f) Each party expressly understands and agrees that Agt. 26121 is superseded by this Agreement as of the Commencement Date;

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

II. TERMS AND CONDITIONS

1. <u>Term.</u> The term of this Agreement shall be for a period of three (3) years, commencing as of January 1, 2026 (the "Commencement Date"), and shall end December 31, 2028 (the "Term"), unless earlier terminated pursuant to other provisions of this Agreement as herein

stated. This Agreement may be renewed for additional terms of two (2) years each, but only upon mutual written agreement of the parties. As used herein, an "Employment Year" shall mean the annual period beginning on the Commencement Date and each annual period thereafter.

- 2. **Employment.** Authority hereby employs Physician for the practice of medicine in the care and treatment of patients at KMC, or at such other clinic sites as KMC may designate (collectively referred to as the "Practice Sites"). It is expressly understood and agreed that KMC shall have reasonable discretion to consolidate and relocate clinics operated by Authority and to re-designate Practice Sites served by Physician from time to time. Physician shall be subject to Authority's employment policies, directives, rules and regulations as promulgated by Authority from time to time, including, but not limited to, those pertaining to employees.
- 3. **Representations and Warranties.** Physician represents and warrants to Authority and KMC, upon execution and throughout the Term of this Agreement, as follows: (i) Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement; (ii) Physician's license to practice medicine in the state of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to the terms of probation or other restriction; (iii) Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; (iv) Physician holds a valid Controlled Substance Registration Certificate issued by the Drug Enforcement Administration that has never been revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (v) Physician is not currently and has never been an Ineligible Person¹; (vi) Physician is not currently the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; and (vii) Physician has, and shall maintain throughout the Term of this Agreement, an unrestricted license to practice medicine in the state of California and staff membership and privileges at KMC.

4. **Obligations of Physician.**

- 4.1 <u>Services</u>. Physician shall engage in the practice of medicine on a full-time basis exclusively as an exempt employee of Authority. Physician shall render those services set forth in Exhibit "A," attached hereto and incorporated herein by this reference.
- 4.2 <u>Use of Premises</u>. Physician shall use the Practice Sites as designated by Authority or KMC exclusively for the practice of medicine in the care and treatment of patients and shall comply with all applicable federal, state, and local laws, rules and regulations related thereto.

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¹ An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

4.3 Qualifications.

- 4.3.1 <u>Licensure</u>. Physician shall maintain a current valid license to practice podiatric medicine in the state of California at all times during the Term of this Agreement.
- 4.3.2 <u>Board Certification</u>. Physician shall be board certified by the American Board of Foot and Ankle Surgery in foot surgery-active and reconstructive rear foot/ankle surgery-active, and maintain such certifications at all times during the Term of this Agreement.
- 4.3.3 <u>Medical Staff Status</u>. Physician shall at all times during the Term of this Agreement be a member in good standing of the KMC medical staff with "active" staff status and hold all clinical privileges on the active medical staff appropriate to the discharge of his obligations under this Agreement.
- 4.3.4 <u>TJC and ACGME Compliance</u>. Physician shall observe and comply with all applicable standards and recommendations of The Joint Commission and Accreditation Council for Graduate Medical Education.
- 4.4 <u>Loss or Limitation</u>. Physician shall notify KMC in writing as soon as possible (but in any event within three (3) business days) after any of the following events occur: (i) Physician's license to practice medicine in the state of California lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (ii) Physician's medical staff privileges at KMC or any other health care facility are denied, suspended, revoked, terminated, relinquished under threat of disciplinary action or made subject to terms of probation or other restriction; (iii) Physician's Controlled Substance Registration Certificate issued by the Drug Enforcement Administration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (iv) Physician becomes debarred, excluded, or suspended, or if any other event occurs that makes Physician an Ineligible Person; (v) Physician becomes the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; or (vi) an event occurs that substantially interrupts all or a portion of Physician's professional practice or that materially adversely affects Physician's ability to perform Physician's obligations hereunder.
- 4.5 <u>Standards of Medical Practice</u>. The standards of medical practice and professional duties of Physician at designated Practice Sites shall be in accordance with the KMC Medical Staff Bylaws, Rules, Regulations, and policies, the standards for physicians established by the state Department of Public Health and all other state and federal laws and regulations relating to the licensure and practice of physicians, and The Joint Commission.
- 4.6 <u>Managed Care Contracting</u>. Physician shall cooperate in all reasonable respects necessary to facilitate KMC's entry into or maintenance of any third-party payer arrangements for the provision of services under any other public or private health and/or hospital care programs, including but not limited to insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations. To enable KMC to

participate in any third-party payer arrangements, Physician shall, upon request: (i) enroll as a provider (if required by the third-party payer), separate from KMC, with any third-party payer or intermediate organization (including any independent practice association) (each, a "Managed Care Organization") designated by KMC for the provision of professional services to patients covered by such Managed Care Organization; (ii) enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of professional services to patients covered by such Managed Care Organization; and/or (iii) enter into a written agreement with KMC regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of professional services to patients covered by such Managed Care Organization.

- 4.7 <u>Authorization to Release Information</u>. Physician hereby authorizes Managed Care Organizations, government programs, hospitals and other third parties to release to KMC and its agents any information requested by KMC or its agents from time to time relating to Physician's professional qualifications or competency. Physician agrees to execute the Authorization to Release Information in the form set forth in Exhibit "B," attached hereto and incorporated herein by this reference, and to execute all other documents required by KMC from time to time and to otherwise fully cooperate with KMC to enable KMC and its agents to obtain such information from third parties.
- 4.8 <u>Medical Records</u>. Physician shall cause a complete medical record to be timely prepared and maintained for each patient seen by Physician. This record shall be prepared in compliance with all state and federal regulations, standards of The Joint Commission, and the KMC Medical Staff Bylaws, Rules, Regulations, and Policies. Documentation by Physician shall conform to the requirements for evaluation and management (E/M) services billed by teaching physicians set forth in the Medicare Carriers Manual, Part 3, sections 15016–15018, inclusive. All patient medical records of Practice Sites, including without limitation, patient medical records generated during the Term of this Agreement, shall be the property of KMC subject to the rights of the respective patients. Upon the expiration or termination of this Agreement by either party for any reason, KMC shall retain custody and control of such patient medical records.
- 4.9 <u>Physician Private Practice</u>. Physician understands and agrees that he shall not enter into any other physician employment contract or otherwise engage in the private practice of podiatric medicine or provide similar services to other organizations, directly or indirectly, during the Term of this Agreement or any extensions thereof.
- 4.10 <u>Proprietary Information</u>. Physician acknowledges that during the Term of this Agreement Physician will have contacts with and develop and service KMC patients and referring sources of business of KMC. In all of Physician's activities, Physician, through the nature of his work, will have access to and will acquire confidential information related to the business and operations of KMC, including, without limiting the generality of the foregoing, patient lists and confidential information relating to processes, plans, methods of doing business and special needs of referring doctors and patients. Physician acknowledges that all such information is solely the property of KMC and constitutes proprietary and confidential information of KMC; and the disclosure thereof would cause substantial loss to the goodwill of

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KMC; and that disclosure to Physician is being made only because of the position of trust and confidence that Physician will occupy. Physician covenants that, except as required by law, Physician will not, at any time during the Term or any time thereafter, disclose to any person, hospital, firm, partnership, entity or organization (except when authorized in writing by KMC) any information whatsoever pertaining to the business or operations of KMC, any affiliate thereof or of any other physician employed by KMC, including without limitation, any of the kinds of information described in this paragraph.

4.11 Physician Covenants. Physician covenants that from the Commencement Date and continuing throughout the Term of this Agreement, Physician, unless otherwise permitted by the written consent of Authority shall not, on Physician's own account or as an employee, landlord, lender, trustee, associate, consultant, partner, agent, principal, contractor, owner, officer, director, investor, member or stockholder of any other person, or in any other capacity, directly or indirectly, in whole or in part: (i) engage in any activities that are in competition with KMC, including the operation of any medical practice or offering of any medical services that are similar to services offered at the Practice Sites; (ii) solicit or encourage the resignation of any employee of Authority or KMC with whom Physician had a working relationship during Physician's employment with Authority; (iii) solicit or divert patients with whom Physician had personal contact during such employment; or (iv) influence or attempt to influence any payer, provider or other person or entity to cease, reduce or alter any business relationship with Authority or KMC relating to the Practice Sites.

5. **Compensation Package.**

- 5.1 <u>Annual Compensation</u>. Physician shall work full time, which is a minimum of eighty (80) hours per biweekly pay period, and will be compensated with cash and other value as described below in this paragraph 5.1 ("Annual Salary").
 - 5.1.1 Compensation Methodology. Authority shall pay Physician an Annual Salary comprised of the following: (i) a base salary for teaching and administrative services and (ii) payment for care of KMC patients using the current Medical Group Management Association Physician Compensation and Production Survey ("MGMA Survey") full-time physician compensation with more than one year in the specialty for all physicians section. A conversion factor will be established by taking the MGMA Survey ninetieth (90th) percentile Total Compensation for Podiatry Foot and Ankle Surgery and dividing it by the MGMA Survey ninetieth (90th) percentile work relative value unit ("wRVU") Ratio for Podiatry Foot and Ankle Surgery ("Worked RVU").
 - 5.1.2 <u>Initial Annual Salary</u>. Physician shall be compensated at the current rate of \$52.33 for each Worked RVU ("RVU Effort").
 - 5.1.3 <u>Salary Adjustment</u>. Commencing July 1, 2026, and each July 1 thereafter during the Term, KMC will establish an estimate ("Estimate") of Physician's RVU Effort using Physician's RVU Effort for the immediately preceding twelve (12) month period annualized using the current MGMA Survey. The Estimate will be divided by the number of Authority payroll periods in a calendar year in order to calculate the amount of

RVU Effort to be paid to Physician each payroll period (the "Paycheck Amount"). Within thirty (30) days after the end of each quarter, KMC will calculate the RVU Effort for such immediately preceding quarter, and adjust the payment for RVU Effort accordingly (the "Actual Amount"). If the Estimate is lower than the Actual Amount, then such difference shall be paid to Physician within thirty (30) days after such calculation has been completed, or as of the effective date of any termination of this Agreement, whichever occurs sooner. If the Estimate exceeds the Actual Amount, then Physician shall pay such difference to KMC: (i) in a lump sum within thirty (30) days after such calculation has been completed; or (ii) through a reduction in the Paycheck Amount during the next quarter; or (iii) in a lump sum as of the effective date of any termination of this Agreement, whichever occurs sooner. Physician hereby expressly grants to KMC the right to offset any amounts owed to KMC against any payment to be made to Physician by KMC pursuant to this paragraph if Physician fails to pay such excess to KMC.

- 5.1.4 <u>Time Logs</u>. Physician shall, on a monthly basis on or before the fifth (5th) day of each calendar month during the Term of this Agreement, submit to KMC a written time log in the form attached hereto and incorporated herein as Exhibit "C," detailing to KMC's satisfaction the date, time, actual number of hours, and description of activities related to assigned teaching and administrative duties during the immediately preceding calendar month.
- 5.1.5 <u>Limitations on Compensation</u>. Authority shall exclude from payment for care of KMC patients any Worked RVU that is not reimbursed by Medicare or Medi-Cal, unless authorized in advance by KMC.
- 5.1.6 <u>Biweekly Payment</u>. Physician shall be paid biweekly on the same schedule as regular Authority employees. The exact date of said biweekly payments shall be at the sole discretion of Authority. All payments made by Authority to Physician shall be subject to all applicable federal and state taxes and withholding requirements.
- 5.1.7 <u>Fair Market Value Compensation</u>. The compensation provided under section 5.1 represents the parties' good faith determination of the reasonable fair market value compensation for the services to be provided by Physician under this Agreement.
- 5.2 <u>Retention Bonus</u>. Physician shall be paid a retention bonus in the amount of \$30,000, less all applicable federal and state taxes and withholdings, payable within thirty (30) days of January 1, 2026, for the previous Employment Year ending December 31, 2025.

5.3 Professional Fee Billing.

5.3.1 <u>Assignment</u>. KMC shall have the exclusive right and authority to set, bill, collect and retain all fees, including professional fees, for all direct patient care services provided by Physician at the Practice sites during the Term of this Agreement. All professional fees generated by Physician for services rendered at the Practice Sites during the Term of this Agreement, including without limitation, both cash collections and

accounts receivable, capitated risk pool fees, professional retainer fees, honoraria, professional consulting and teaching fees, and fees for expert testimony (but excluding Physician's private investment and nonprofessional income), will be the sole and exclusive property of KMC, whether received by KMC or by Physician and whether received during the Term of this Agreement or anytime thereafter. Physician hereby assigns all rights to said fees and accounts to KMC and shall execute all documents required from time to time by KMC and otherwise fully cooperate with KMC to enable KMC to collect fees and accounts from patients and third-party payers.

- 5.3.2 <u>Remittance of Professional Fee Charges</u>. Physician shall remit all professional fee charges to KMC within forty-five (45) days of the date direct patient care services are provided by Physician. Any professional fee charges not remitted by Physician to KMC within forty-five (45) days of the date of such service, or any charges for which relevant documentation has not been provided, will not be credited to Physician as Worked RVU.
- 5.4 <u>Maximum Payable</u>. The maximum compensation payable under this Agreement shall not exceed \$2,250,000 over the three (3) year Term of this Agreement.

6. **Benefits Package.**

- 6.1 <u>Retirement.</u> Physician shall continue to participate in the Kern County Hospital Authority Defined Contribution Plan for Physician Employees (the "Plan"), a qualified defined contribution pension plan, pursuant to the terms of the instrument under which the Plan has been established, as from time to time amended. Physician is not eligible to participate in any other retirement plan established by Authority for its employees, including but not limited to the Kern County Employees' Retirement Association, and this Agreement does not confer upon Physician any right to claim entitlement to benefits under any such retirement plan(s).
- 6.2 <u>Health Care Coverage</u>. Physician shall continue to receive the same health benefits (medical, dental, prescription and vision coverage) as all eligible Authority employees. The employee share of cost is twenty percent (20%) of the current biweekly premium. Physician's initial hire date is the initial opportunity to enroll in the health plan. Physician must work at least forty (40) hours per biweekly pay period to be eligible for coverage.
- 6.3 <u>Holidays</u>. Physician shall be entitled to paid holidays subject to Authority policy, as amended from time to time. Physician will not be paid for banked holidays upon termination of employment.
- 6.4 <u>Vacation</u>. Physician shall retain his vacation credit balance, if any, as of the Commencement Date. Effective with the Commencement Date, Physician shall be entitled to vacation leave subject to Authority policy, as amended from time to time. Physician shall be paid for accrued and unused vacation leave, if any, upon termination or expiration of this Agreement calculated at Physician's current hourly rate (i.e., current Annual Salary divided by 2080 hours = hourly rate). All payments made by Authority to Physician under this paragraph will be subject to all applicable federal and state taxes and withholding requirements.

- 6.5 <u>Sick Leave</u>. Physician shall retain his sick leave credit balance, if any, as of the Commencement Date. Effective with the Commencement Date, Physician shall be entitled to sick leave subject to Authority policy, as amended from time to time. Physician will not be paid for accrued and unused sick leave upon termination of employment.
- 6.6 Education Leave. Physician shall receive eighty (80) hours paid education leave annually. The first eighty (80) hours will accrue on the Commencement Date. On each successive Employment Year, if any, an additional eighty (80) hours paid education leave will accrue. Education leave must be used within the year that it is accrued. Physician will not be paid for unused education leave upon termination of employment. The Department Chair must approve education leave in advance of use. Physician's participation in educational programs, services or other approved activities set forth herein shall be subordinate to Physician's obligations and duties under this Agreement.
- 6.7 <u>CME Expense Reimbursement</u>. Authority shall reimburse Physician for all approved reasonable and necessary expenditures related to continuing medical education in an amount not to exceed \$2,500 per Employment Year, payable in arrears, in accordance with Authority policy, as amended from time to time. This amount may not be accumulated or accrued and does not continue to the following Employment Year.
- 6.8 <u>Flexible Spending Plan</u>. Physician shall be eligible to participate in flexible spending plans to pay for dependent care, non-reimbursed medical expenses, and certain insurance premiums on a pre-tax basis through payroll deduction. This is a voluntary benefit that is paid by Physician if he elects to participate in the plan.
- 6.9 <u>Attendance at Meetings</u>. Physician shall be permitted to be absent from KMC during normal working days to attend professional meetings and to attend to such outside professional duties in the healthcare field as may be mutually agreed upon between Physician and the Department Chair. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and will not be considered vacation or education leave.
- 6.10 <u>Unpaid Leave of Absence</u>. Physician may take an unpaid leave of absence in accordance with Authority policies in effect at the time the leave is taken.
- 6.11 <u>Social Security</u>. Physician is exempt from payment of Social Security taxes as the Kern County Hospital Authority Defined Contribution Plan for Physician Employees is a qualified alternative to the insurance system established by the federal Social Security Act.
- 6.12 <u>Deferred Compensation</u>. Physician shall be eligible to participate in the Kern County Deferred Compensation Plan ("457 Plan") on a pre-tax basis. Physician shall make all contributions if he elects to participate in the 457 Plan.
- 6.13 <u>Disability Insurance</u>. Physician shall be eligible to purchase Long Term Disability or Short Term Disability insurance coverage through payroll deduction on a post-tax basis. This is a voluntary benefit that is paid by Physician if he elects to participate in the plan.

- 6.14 <u>Employee Assistance/Wellness Programs</u>. Physician shall be eligible to participate in any Authority-sponsored employee assistance and employee wellness programs.
- 6.15 <u>Limitation on Benefits</u>. Except as expressly stated herein, Physician shall receive no other benefits from Authority.
- 7. <u>Assignment.</u> Physician shall not assign or transfer this Agreement or his obligations hereunder or any part thereof. Physician shall not assign any money due or which becomes due to Physician under this Agreement without the prior written approval of Authority.
- 8. <u>Assistance in Litigation</u>. Upon request, Physician shall support and assist Authority as a consultant or expert witness in litigation to which Authority is a party.
- 9. <u>Authority to Incur Financial Obligation</u>. It is understood that Physician, in his performance of any and all duties under this Agreement, has no right, power or authority to bind Authority to any agreements or undertakings.
- 10. <u>Captions and Interpretation</u>. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
- 11. <u>Choice of Law/Venue</u>. This Agreement shall be construed and enforced under and in accordance with the laws of the state of California, with venue of any action relating to this Agreement in the County of Kern, state of California.
- 12. <u>Compliance with Law</u>. Physician shall observe and comply with all applicable Authority, local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.
- 13. <u>Confidentiality</u>. Physician shall maintain confidentiality with respect to information that he receives in the course of his employment and not use or permit the use of or disclose any such information in connection with any activity or business to any person, firm or corporation whatsoever, unless such disclosure is required in response to a validly issued subpoena or other process of law or as required by Government Code section 6250 et seq. Upon completion of the Agreement, the provisions of this paragraph shall continue to survive.
- 14. <u>Conflict of Interest</u>. Physician covenants that he has no interest and that he will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law (Gov. Code, § 81000 et seq.) or that would otherwise conflict in any manner or degree with the performance of his services hereunder. It is understood and agreed that if such a financial interest does exist at the inception of this Agreement, Authority may immediately terminate this Agreement by giving written notice thereof.

15. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. [**RESERVED**].

- 17. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to Authority is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- 18. <u>Indemnification</u>. Authority shall assume liability for and indemnify and hold Physician harmless from any and all claims, losses, expenses, costs, actions, settlements, attorneys' fees and judgments incurred by Physician or for which Physician becomes liable, arising out of or related to services rendered or which a third party alleges should have been rendered by Physician pursuant to this Agreement. Authority's obligation under this paragraph shall extend from Physician's first date of service to Authority and shall survive termination or expiration of this Agreement to include all claims that allegedly arise out of services Physician rendered on behalf of Authority; provided, however, that the provisions of this paragraph shall not apply to any services rendered at any location other than Practice Sites designated by Authority or KMC without approval by the Kern County Hospital Authority Board of Governors, and, provided further, that Authority shall have no duty or obligation to defend, indemnify, or hold Physician harmless for any conduct or misconduct found to be intentional, willful, grossly negligent, or criminal.
- 19. <u>Invalidity of a Portion</u>. Should a portion, section, paragraph, or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent state or federal agency, the balance of the Agreement shall remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe the Agreement in such a manner as will carry into force and effect the intent appearing herein.
- 20. <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.
- 21. Non-appropriation. Authority reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, Authority will be released from any further financial obligation to Physician, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Physician shall be given thirty (30) days' prior written notice in the event that Authority requires such an action.
- 22. <u>Nondiscrimination</u>. No party to this Agreement shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status or sexual orientation, ancestry, physical or

mental disability, medical conditions, political affiliation, veteran's status, citizenship or marital or domestic partnership status or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

- 23. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of Authority. Forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Physician. Authority shall be entitled to invoke any remedy available to Authority under this Agreement or by law or in equity despite said forbearance or indulgence.
- 24. <u>Notices</u>. Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Physician:

Notice to Authority:

Bryant A. Nachtigall, D.P.M. 6701 Signorelli Street Bakersfield, California 93306 Kern Medical Center 1700 Mount Vernon Avenue Bakersfield, California 93306 Attn.: Chief Executive Officer

- 25. **Relationship.** Authority and Physician recognize that Physician is rendering specialized, professional services. The parties recognize that each is possessed of legal knowledge and skill, and that this Agreement is fully understood by the parties, and is the result of bargaining between the parties. Each party acknowledges their opportunity to fully and independently review and consider this Agreement and affirm complete understanding of the effect and operation of its terms prior to entering into the same.
- 26. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the state of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.
- 27. <u>Sole Agreement</u>. This Agreement contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

28. **Termination.**

- 28.1 <u>Termination without Cause</u>. Either party shall have the right to terminate this Agreement, without penalty or cause, by giving not less than one hundred twenty (120) days' prior written notice to the other party.
- <u>Immediate Termination</u>. Notwithstanding the foregoing, Authority may terminate this Agreement immediately by written notice to Physician upon the occurrence of any of the following events: (i) Authority determines that Physician does not have the proper credentials, experience, or skill to perform the required services under this Agreement; (ii) Authority determines the conduct of Physician in the providing of services may result in civil, criminal, or monetary penalties against Authority or KMC; (iii) Physician violates any federal or state law or regulatory rule or regulation or condition of accreditation or certification to which Authority or Practice Sites is subject; (iv) Physician engages in the commission of a material act involving moral turpitude, fraud, dishonesty, embezzlement, misappropriation or financial dishonesty against Authority or KMC; (v) the actions of Physician result in the loss or threatened loss of KMC's ability to participate in any federal or state health care program, including Medicare or Medi-Cal; (vi) Physician's license to practice medicine in the state of California lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (vii) Physician's medical staff privileges are denied, suspended, revoked, terminated, relinquished under threat of disciplinary action or made subject to terms of probation or other restriction; (viii) Physician's Controlled Substance Registration Certificate issued by the Drug Enforcement Administration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (ix) Physician becomes debarred, excluded, or suspended, or if any other event occurs that makes Physician an Ineligible Person; (x) Physician fails to make a timely disclosure pursuant to paragraph 4.4; (xi) Physician engages in conduct that, in the sole discretion of Authority, is detrimental to patient care or to the reputation or operations of Authority and/or KMC; (xii) Physician breaches the confidentiality provisions of this Agreement; (xiii) Physician dies; (xiv) Physician fails to follow Authority's policies and procedures and other rules of conduct applicable to all employees of Authority, including without limitation, policies prohibiting sexual harassment; (xv) insubordination, flagrant tardiness, or interpersonal problems in the workplace with colleagues, patients or associates; or (xvi) Physician breaches any covenant set forth in paragraph 4.11.

29. **Effect of Termination.**

- 29.1 <u>Payment Obligations</u>. In the event of termination of this Agreement for any reason, Authority shall have no further obligation to pay for any services rendered or expenses incurred by Physician after the effective date of the termination, and Physician shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.
- 29.2 <u>Vacate Premises</u>. Upon expiration or earlier termination of this Agreement, Physician shall immediately vacate KMC, removing at such time any and all personal property of Physician. KMC may remove and store, at the expense of Physician, any personal property that Physician has not so removed.

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- 29.3 <u>No Interference</u>. Following the expiration or earlier termination of this Agreement, Physician shall not do anything or cause any person to do anything that might interfere with any efforts by Authority or KMC to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between KMC and any person who may replace Physician.
- 29.4 <u>No Hearing Rights</u>. Termination of this Agreement by Authority or KMC for any reason shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the KMC Medical Staff Bylaws.
- 30. <u>Liability of Authority</u>. The liabilities or obligations of Authority with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of Authority and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

PHYSICIAN	
By Bryant A. Nachtigall, D.P.M.	
KERN COUNTY HOSPITAL AUTHORITY	
By Chairman Board of Governors APPROVED AS TO CONTENT:	
By Scott Thygerson Chief Executive Officer APPROVED AS TO FORM:	
By Vice President & General Counsel Kern County Hospital Authority	

EXHIBIT "A" JOB DESCRIPTION Bryant A. Nachtigall, D.P.M.

<u>Position Description</u>: Reports to Chair, Department of Surgery and Chief, Division of Orthopedic Surgery; provides no fewer than eighty (80) hours of service per biweekly pay period in teaching, administrative, and clinical activity; works collaboratively with clinic and Department staff and hospital administration to ensure efficient workflow, adequacy of support equipment, and superior patient experience.

Essential Functions:

1. Clinical Responsibilities.

- Provides services and improves efficiency for clinic activities and surgical cases
- Operating Room (KMC or Kern Medical Surgery Center) minimum of 4.0 half days per week
- KMC, Stockdale Highway, Q Street, or other designated Practice Sites minimum of 4.5 half-day clinics per week
- Call coverage as assigned by the Department Chair or Division Chief, as appropriate
 for specialty. Physician shall respond to all podiatry patients presenting to the
 Emergency Department while on service and coordinate with the Division Chief for
 additional coverage

2. Administrative Responsibilities.

- Participates in clinical and administrative integration efforts across KMC as appropriate for podiatric services assisting with proper program planning, resource allocation, analysis, communication and assessment
- Gathers data through best practices and collaborates with other members of the
 Department to recommend services that will increase productivity, minimize duplication
 of services, increase workflow efficiency, and provide the highest quality of care to KMC
 patients
- Supports the Department Chair and Division Chief to develop monitoring tools to measure financial, access, quality and satisfaction outcomes
- Participates in the preparation, monitoring, review, and performance of clinical activity in the Department
- Participates in the quality improvement and risk management activities, including peer review and quality control functions as assigned to services in the Department
- Provides didactic teaching and resident physician and medical student education as assigned and participates in setting goals and expectations for the surgery resident and medical student rotations
- Completes medical records in a timely fashion and works to improve the quality, accuracy, and completeness of documentation

- Works collaboratively with other clinical departments to develop a cohesive and collaborative environment across departments with a focus of enhancing access to patient care for inpatient and outpatient services
- Follows and complies with the Medical Staff Bylaws, Rules, Regulations, and policies as well as Authority and KMC policies and procedures
- Attends Department staff meetings and the annual Medical Staff meeting
- Attends and actively participates in Medical Staff and hospital committees as may be assigned
- Participates in other clinical, academic, and administrative activities, as assigned by the Department Chair

Employment Standards:

One (1) year of post-residency experience in podiatric surgery

AND

Possession of a current valid Doctor of Podiatric Medicine license issued by the state of California

AND

Certification by the American Board of Foot and Ankle Surgery in foot surgery and reconstructive rear foot/ankle surgery

<u>Knowledge of</u>: The principles and practices of modern medicine; current techniques, procedures, and equipment applicable to podiatry and podiatric surgery; principles of effective supervision and program development.

[INTENTIONALLY LEFT BLANK]

EXHIBIT "B"

AUTHORIZATION TO RELEASE INFORMATION

[TO BE ATTACHED]

AUTHORIZATION TO RELEASE INFORMATION

I, the undersigned physician, hereby authorize Kern Medical Center ("KMC") and its duly authorized representatives to obtain information from time to time about my professional education, training, licensure, credentials competence, ethics and character from any source having such information. This information may include, without limitation, peer review information, DRG and RVU analyses, ancillary usage information and other utilization and quality related data.

I hereby release the Kern County Hospital Authority and KMC, its authorized representatives and any third parties from any liability for actions, recommendations, statements, reports, records or disclosures, including privileged and confidential information, involving me that are made, requested, taken or received by KMC or its authorized representatives to, from or by any third parties in good faith and relating to or arising from my professional conduct, character and capabilities.

I agree that this authorization to release information shall r	remain effective until termination of
my employment by the Kern County Hospital Authority ar	nd KMC. A duplicate of this
authorization may be relied upon to the same degree as the	original by any third party providing
information pursuant to this request.	
Physician	Date

EXHIBIT "C" TIME LOG FORM

[SEE ATTACHED]

TIME LOG FORM

Physician Name		Si	Signature / Date			
Depa	rtment	Month / Year of S	ervice	Total Hours / Month		
<u>Servi</u>	ces Provided (please list specific	activity performed)	<u>Date</u>	<u>Hours</u>		
1.	Medical Staff CME Activiti	ies				
2.	Hospital Staff Education an					
3.	Clinical Supervision					
4.	Quality Improvement Activ	ities (committees, case	e review, etc.)			
5.	Administration Activities					
6.	Community Education					
7.	Medical Management Activ					
8.	Compliance Activities					
9.	Other Services					



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed retroactive Oracle Health Services Renewal Order CRNR-CON0201699-1 with Oracle America, Inc. to extend the subscription term to Oracle Health's Cloud Services platform

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed retroactive Oracle Health Services Renewal Order CRNR-CON0201699-1, in the amount not to exceed \$586,208 plus applicable tax, for a one (1) year term from November 1, 2025 through October 31, 2026. Kern Medical is currently contracted for these services and this renewal continues Kern Medical's access to Oracle Health's Cloud platform and related services.

This renewed subscription includes Oracle's Health Data Intelligence Suite and associated modules, including Population Health Management, Health Care Management, Health Data Warehouse, and Health Data Acquisition, to maintain continuity in Kern Medical's patient population management and data analytic capabilities. This subscription supports Kern Medical's covered member population through integrated care management, data warehouse capabilities, and standardized reporting analytics aligned with Quality Incentive Program requirements.

Negotiating this extension with Oracle America, Inc. took longer than staff anticipated and staff was unable to get Oracle America, Inc.'s approval until after the October 15, 2025 Board of Governors meeting. This delay has made this renewal retroactive by 19 days.

Counsel is unable to approve due to nonstandard terms, which include third-party products and services with pass-through provisions accepted without Counsel approval and limited opportunity for cost negotiation.

Therefore, it is recommended that your Board approve the proposed retroactive Oracle Health Services Renewal Order CRNR-CON0201699-1 with Oracle America, Inc., to extend the subscription term to Oracle Health's Cloud Services platform, with a maximum payable of \$586,208 plus applicable tax, for the period of November 1, 2025 through October 31, 2026, and authorize the Chairman to sign.



16-Oct-25

Dear Sandra Bakich

Your Oracle Health Services are due for renewal.

Service Number: CRNR-CON0201699-1

Service Start Date: 1-Nov-25

Amount Due: USD 586,207.11 (excluding applicable tax)

To avoid any interruption in Services, please complete your renewal by 23-Oct-25.

Oracle would like to thank you for your business.

Have a question about your renewal? Call or email Oracle Health at margi.bellingham@oracle.com.



Oracle Health Services Renewal Order

General Information

Customer: Kern County Hospital Authority **Service Number:** CRNR-CON0201699-1

Offer Expires: 30-Nov-25

Oracle: Oracle America, Inc.
Oracle Contact Information:

Margi Bellingham

Call:

Email: margi.bellingham@oracle.com

Customer Quote To

Sandra Bakich

Kern County Hospital Authority

1700 Mount Vernon Ave

BAKERSFIELD

CA 93306

United States

(661) 326-2000

sandra.bakich@kernmedical.com

Customer Bill To

Accounts Payable

Kern County Hospital Authority

1830 Flower St.

Bakersfield

CA 93305

United States

-+1 (661) 332-1079

Accountspayable@kernmedical.com

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

[&]quot;You" and "Your" as used in this renewal order, refer to the Customer listed above.

Service Details

Recurring Services – Cloud Subscriptions

Product Description	Pass Through Code	Reference #	Qty	Subscription ID	Start Date	End Date	Price
B102116 Milliman Advanced Risk Adjusters - Member	3rd Party	1-5MCIXTT	1000 0	30552185	1-Nov-25	31-Oct-26	6,931.05
B104625 CPT Codes for HealtheIntent - CPT User Per Release	100015_001	1-5MCIXTT	10	30553404	1-Nov-25	31-Oct-26	204.66

Recurring Services Fees: USD 7,135.71

Recurring Services – Cloud Subscriptions

Product Description	Reference #	Qty	Subscription ID	Start Date	End Date	Price
B100155 Oracle Population Health Management - Contracted Member	1-5MCIXTT	3000 0	3020403	1-Nov-25	31-Oct-26	164,034.68
B100159 Oracle Health Care Management - Member	1-5MCIXTT	1000 0	3020403	1-Nov-25	31-Oct-26	160,336.04
B100160 Oracle Health Data Warehouse (Up to Quantity) - Service Population	1-5MCIXTT	5000 00	3020403	1-Nov-25	31-Oct-26	253,541.77
B100164 Oracle Health Data Acquisition - Claims_CCDA - Connection	1-5MCIXTT	1	3020403	1-Nov-25	31-Oct-26	1,158.91

Recurring Services Fees: USD 579,071.40

Total Price: USD 586,207.11

Excluding applicable tax

Applicable Support Policies

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

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

Applicable Agreement

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

- Licensed Software and Equipment Support
 - a. The existing agreement that You executed for Support for the Licensed Software and/or Equipment listed in the Service Details section above with Oracle or a vendor acquired by Oracle Cerner Business Agreement No. 1-3H7XXBV (Client Reference HA # 2016-36). Any use of the Licensed Software and/or Equipment, which includes updates and other materials provided or made available by Oracle as a part of Support, is subject to the rights granted for the Licensed Software and/or Equipment set forth in the order/Ordering Document in which the Licensed Software and/or Equipment were acquired; or
 - b. If You do not have an existing agreement for Support, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Support ordered under this renewal order, as well as Your rights to use updates and other materials provided or made available by Oracle under Support. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at http://www.oracle.com/contracts on the Oracle Health tab.
- Recurring Services, Application Management Services and/or Managed Services
 - a. The existing agreement that You executed for the Recurring Services, Application Management Services and/or Managed Services listed in the Service Details section above with Oracle or a vendor acquired by Oracle; or
 - b. If You do not have an existing agreement for Recurring Services, Application Management Services and/or Managed Services, You agree that the terms of the Oracle Health Business Agreement that is in effect at the time You accept Your renewal order governs the provision of Recurring Services, Application Management Services and/or Managed Services ordered under this renewal order. If applicable, You should review the Oracle Health Business Agreement prior to entering into this renewal order, the current version of which may be accessed at http://www.oracle.com/contracts on the Oracle Health tab.

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

Renewal Processing Details

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

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

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

Payment Details

Purchase Order

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

- Service Number: CRNR-CON0201699-1

- Total Price: USD 586,207.11 (excluding applicable tax)

- Local Tax, if applicable

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

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

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete and submit it to Oracle. Please initial the following statement that best applies to You.	this payment confirmation
Kern County Hospital Authority does not issue purchase orders.Kern County Hospital Authority does not require a purchase order for the services	ordered hereto.
Kern County Hospital Authority certifies that the information provided above is accurate County Hospital Authority's business practices in entering into this renewal order, including	'

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

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

Kern County Hospital Authority					
Authorized Signature					
Phil McLaughlin					
Name					

Page 5 of 6

Service Number: CRNR-CON0201699-1

Chairman, Board of Governors	_
Title	
November 19, 2025	_
Signature Date	_

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

REVIEWED ONLY NOT APPROVED AS TO FORM

By <u>Shannon Hochstein</u> Kern County Hospital Authority



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed Addendum to Lease Agreement 069-2025 with Cisco Systems Capital Corporation to updated the information regarding the leased equipment

Recommended Action: Approve; Authorize Chairman to sign and authorize Chief Executive Officer to sign for receipt of equipment

Summary:

Kern Medical requests that your Board approve the proposed Addendum to the Lease Agreement (069-2025) with Cisco Systems Capital Corporation, which revises the Equipment Information field on page 1 to reference the final invoices 6053225004191, 6053225004323, 6053225004339, 6053225004417, and 6013225007535 dated June 27, 2025, through August 22, 2025, rather than the quote 2003225501586-10 dated May 20, 2025.

On the updated invoices, the 162 Poly APU-75D has been changed to 162 Poly APU-76, with no cost difference, since the first part number has been discontinued and the actual serial number of the equipment received has been listed.

Therefore, it is recommended that your Board approve the proposed Addendum to the Lease Agreement 069-2025 with Cisco Systems Capital Corporation, which revises the Equipment Information, at no cost, authorize the Chairman to sign, and authorize the Chief Executive Officer to sign receipt of equipment.

ADDENDUM TO LEASE AGREEMENT

	11000	TIDENTIO EETISE I	TORREST T		
(" A	DDENDUM ("Addendum") dated Agreement") between Kern Cou rporation ("Lessor").	d as of	_ to that certain Lease Agreement 500-5075319 ("Lessee") and Cisco Systems Capital	7	
	The parties, intending to be leg	ally bound, agree that the	e Agreement shall be amended as follows:		
1.	Networked Solutions Gro	oup, LLC invoices 60532	ment is referenced on the attached Presidio 225004191, 6053225004323, 6053225004339, 27, 2025 through August 22, 2025.		
2.	. All capitalized words terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.				
	IN WITNESS WHEREOF, eac as of the date first written above		aly authorized officer to execute this Addendum,	,	
LESSE	E: Kern County Hospital Autho	rity	LESSOR: Cisco Systems Capital Corporation		
Ву:			By:		
Name:	Phil McLaughlin		Name:		
Title: C	Chairman, Board of Governors		Title:		
Date: _	November 19, 2025		Date:		
			ADDROVED AS TO SOME		
			APPROVED AS TO FORM: Legal Services Department		

By <u>Shannon Hochstein</u> Kern County Hospital Authority

Presidio Networked Solutions Group, LLC EIN: 76-0515249 , DUNS: 15-405-0959 For questions on this invoice please call: Courtney R Tedford (p) +1.412.871.2668 (f) ctedford@presidio.com

Please send payments made payable to:

Presidio Networked Solutions Group, LLC PO Box 677638 Dallas, TX 75267-7638

Wire or ACH Payments:
PNC Bank
Acct: 8616159745 / ABA 031000053
Remit: remittanceadvice@presidio.com

INVOICE:

6053225004191

06/27/2025

PAGE: 1 of 2

BILL TO:

Cisco Systems Capital Corp.[PA] 1111 Old Eagle School Road Wayne, PA 19087

SHIP TO:

Kern Medical Center 1700 Mount Vernon Avenue Bakersfield, CA 93306

Customer #: CISCO003
Account Manager: Jeremy Lim
Payment Terms: Net 30

Title: Voice/Contact Refresh PS Vendor Subscription #Sub2250262, Sub2250264
 Customer PO#:
 500-50753197

 Order #:
 3001652506986

 Quote #:
 2003225501586-10

Subs #: 5011652502374, 5011652502375

Part #	Description	Subscription #	Unit Price	Quantity	Duration	Unit of Measure	Tax	Extended Price
A-FLEX-P-CA	Common Area Smart License (1)	5011652502374	\$0.00	650	84.0000	USER	\$0.00	\$0.00
A-FLEX-STD-CUBE	CUBE Standard Trunk Session License	5011652502374	\$1.22	1000	84.0000	EACH	\$0.00	\$102,480.00
A-FLEX-MSG-ENT	Messaging Entitlement	5011652502374	\$0.00	1560	84.0000	USER	\$0.00	\$0.00
A-FLEX-SW-15-K9	On-Premises SW Bundle v15	5011652502374	\$0.00	1	84.0000	USER	\$0.00	\$0.00
A-FLEX-P-EA	On-Premises Smart License - EA (1)	5011652502374	\$0.00	1560	84.0000	USER	\$0.00	\$0.00
A-FLEX-EAPL	EntW On-Premises Calling	5011652502374	\$4.09	1300	84.0000	EACH	\$0.00	\$446,628.00
A-SW-EXPWY-15X- K9	Expressway Version 15 Restricted Software	5011652502374	\$0.00	1	84.0000	EACH	\$0.00	\$0.00
A-FLEX-PROPACK- ENT	Pro Pack for Cisco Control Hub Entitlement	5011652502374	\$0.00	1560	84.0000	USER	\$0.00	\$0.00
A-FLEX-PL-ACCESS	On-Premises Access Add-on	5011652502374	\$1.37	500	84.0000	EACH	\$0.00	\$57,540.00
A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	5011652502374	\$0.00	260	84.0000		\$0.00	\$0.00
A-FLEX-P-ER	Emergency Responder Smart License (1)	5011652502374	\$0.00	4400	84.0000	USER	\$0.00	\$0.00
A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	5011652502374	\$0.00	1560	84.0000	USER	\$0.00	\$0.00
A-FLEX-SME-S	Session Manager (1)	5011652502374	\$0.00	1	84.0000	USER	\$0.00	\$0.00
A-FLEX-SPCHCON	SpeechConnect Smart License (1)	5011652502374	\$0.00	250	84.0000	USER	\$0.00	\$0.00
A-FLEX-P-UCXN	Unity Connection Smart License (1)	5011652502374	\$0.00	1560	84.0000	USER	\$0.00	\$0.00
A-FLEX-SRST-E	SRST Endpoints (1)	5011652502374	\$0.00	3100	84.0000	USER	\$0.00	\$0.00
SVS-FLEX-SUPT- BAS	Basic Support for Flex Plan	5011652502374	\$0.00	2800	84.0000	EACH	\$0.00	\$0.00

Presidio Networked Solutions Group, LLC EIN: 76-0515249 , DUNS: 15-405-0959 For questions on this invoice please call: Courtney R Tedford (p) +1.412.871.2668 (f) ctedford@presidio.com

Please send payments made payable to:

Presidio Networked Solutions Group, LLC PO Box 677638 Dallas, TX 75267-7638

Wire or ACH Payments:
PNC Bank
Acct: 8616159745 / ABA 031000053
Remit: remittanceadvice@presidio.com

INVOICE:

6053225004191

\$892,164.00

06/27/20

PAGE: 2 of 2

A-FLEX-FILESTG- ENT	File Storage Entitlement	5011652502374	\$0.00	31200	84.0000	USER	\$0.00	\$0.0
A-FLEX-P-ACC	Access Smart License (1)	5011652502374	\$0.00	760	84.0000	USER	\$0.00	\$0.0
SVS-FLEX-SUPT- BAS	Basic Support for Flex Plan	5011652502375	\$0.00	1	84.0000	EACH	\$0.00	\$0.00
A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5	5011652502375	\$0.00	1	84.0000	AGENT	\$0.00	\$0.00
A-FLEX-CCX-SVR	On-Premises UCCX Standard & Premium Server Smart Licensing	5011652502375	\$0.00	1	84.0000	EACH	\$0.00	\$0.00
A-FLEX-CCX-P-AGT	On-Premises UCCX Premium Agent License Smart Licensing	5011652502375	\$0.00	20	84.0000	EACH	\$0.00	\$0.00
A-FLEX-CCX-S-C	On-Premises UCCX Standard Concurrent Agent	5011652502375	\$19.00	151	84.0000	AGENT	\$0.00	\$240,996.00
A-FLEX-CCX-S-AGT	On-Premises UCCX Standard Agent License Smart Licensing	5011652502375	\$0.00	151	84.0000	EACH	\$0.00	\$0.00
A-FLEX-CCX-P-C	On-Premises UCCX Premium Concurrent Agent	5011652502375	\$26.50	20	84.0000	AGENT	\$0.00	\$44,520.0

No return merchandise accepted without prior Return Authorization.
All returns subject to a 20% restocking fee.
If not billed on this invoice, all taxes are to be paid by the buyer.

Past due balances are subject to 1.5% per month finance charge.
GST/HST# 75468 2292 RT0001

Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Grand Total:	\$892,164.00
Тах:	\$0.00
Shipping & Handling:	\$0.00
Sub Total:	\$892,164.00

Recurring Charges:

Presidio Networked Solutions Group, LLC EIN: 76-0515249 , DUNS: 15-405-0959 For questions on this invoice please call: Courtney R Tedford (p) +1.412.871.2668 (f) ctedford@presidio.com

Please send payments made payable to:

Presidio Networked Solutions Group, LLC PO Box 677638 Dallas, TX 75267-7638

Wire or ACH Payments:
PNC Bank
Acct: 8616159745 / ABA 031000053
Remit: remittanceadvice@presidio.com

INVOICE:

6053225004323

07/22/2025

PAGE: 1 of 1

BILL TO:

Cisco Systems Capital Corp.[PA] 1111 Old Eagle School Road Wayne, PA 19087

SHIP TO:

Kern Medical Center 1700 Mount Vernon Avenue Bakersfield, CA 93306

Customer #: CISCO003
Account Manager: Jeremy Lim
Payment Terms: Net 30

Title: Voice/Contact Refresh PS

Vendor Subscription #Sub2250266

Customer PO#: 500-50753197

Order #: 3001652506986 Quote #: 2003225501586-10

Subs #: 5011652502372

Recurring Charges Billing Period: 07/20/	2025 - 07/19/2032							
Part #	Description	Subscription #	Unit Price	Quantity	Duration	Unit of Measure	Tax	Extended Price
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	5011652502372	\$0.00	2	1.0000	Each	\$0.00	\$0.00
SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	5011652502372	\$0.00	2	1.0000	Each	\$0.00	\$0.00
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	5011652502372	\$0.00	2	1.0000	Each	\$0.00	\$0.00
DNA-P-T0-A-7Y	Cisco DNA Advantage On-Prem Lic 7Y - upto 25M (Aggr, 50M)	5011652502372	\$4448.48	2	1.0000	Device	\$0.00	\$8,896.96
IOSXE-AUTO- MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	5011652502372	\$0.00	2	1.0000	Each	\$0.00	\$0.00
TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	5011652502372	\$0.00	2	1.0000	License	\$0.00	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	5011652502372	\$0.00	2	1.0000	Each	\$0.00	\$0.00
						Recurring Ch	arges:	\$8,896.96

No return merchandise accepted without prior Return Authorization.
All returns subject to a 20% restocking fee.
If not billed on this invoice, all taxes are to be paid by the buyer.
Past due balances are subject to 1.5% per month finance charge.
GST/HST# 75468 2292 RT0001

Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Grand Total:	\$8,896.96
Tax:	\$0.00
Shipping & Handling:	\$0.00
Sub Total:	\$8,896.96

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

Presidio Networked Solutions Group, LLC EIN: 76-0515249 , DUNS: 15-405-0959 For questions on this invoice please call: Courtney R Tedford (p) +1.412.871.2668 (f) ctedford@presidio.com

Please send payments made payable to:

Presidio Networked Solutions Group, LLC PO Box 677638 Dallas, TX 75267-7638

Wire or ACH Payments:
PNC Bank
Acct: 8616159745 / ABA 031000053
Remit: remittanceadvice@presidio.com

INVOICE: 60

6053225004339

07/25/2025

1 of 1

BILL TO:

Cisco Systems Capital Corp.[PA] 1111 Old Eagle School Road Wayne, PA 19087

SHIP TO:

PAGE:

Kern Medical Center 1700 Mount Vernon Avenue Bakersfield, CA 93306

Customer #:CISCO003Account Manager:Jeremy LimPayment Terms:Net 30

Title: Voice/Contact Refresh PS

Vendor Subscription #Sub2250263

Customer PO#: 500-50753197

 Order #:
 3001652506986

 Quote #:
 2003225501586-10

Subs #: 5011652502373

Recurring Charges

Billing Period: 07/24/2025 - 07/23/2030

Billing Period: 07/24/	2025 - 07/23/2030							
Part #	Description	Subscription #	Unit Price	Quantity	Duration	Unit of Measure	Tax	Extended Price
SP-RS-E911A	E911 Anywhere Cloud Service	5011652502373	\$222.22	1	60.0000	Each	\$0.00	\$13,333.20
SP-RS-E911A-ELIN	Anywhere Cloud Service ELIN, with MyE911 clier		\$1.63	100	60.0000	Each	\$0.00	\$9,780.00

Recurring Charges: \$23,113.20

No return merchandise accepted without prior Return Authorization.
All returns subject to a 20% restocking fee.
If not billed on this invoice, all taxes are to be paid by the buyer.
Past due balances are subject to 1.5% per month finance charge.
GST/HST# 75468 2292 RT0001

Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Grand Total:	\$23,113.20
Tax:	\$0.00
Shipping & Handling:	\$0.00
Sub Total:	\$23,113.20

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

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6053225004417

07/30/2025

PAGE: 1 of 1

BILL TO:

Cisco Systems Capital Corp.[PA] 1111 Old Eagle School Road Wayne, PA 19087

SHIP TO:

Kern Medical Center 1700 Mount Vernon Avenue Bakersfield, CA 93306

Customer #: CISCO003 Account Manager: Jeremy Lim **Payment Terms:** Net 30

Title: Voice/Contact Refresh PS

500-50753197 Customer PO#:

Order #: 3001652506986 2003225501586-10 Quote #: 5011652502376

Subs #: Vendor Subscription #Sub2250265 Recurring Charges Billing Period: 07/29/2025 - 07/28/2032 Subscription # **Unit Price** Quantity Duration Description IOSXE-AUTO-IOS XE Autonomous or 5011652502376 \$0.00 2 1.0000 \$0.00 Each MODE-PF SD-Routing mode for Unified image

\$0.00 Cisco DNA Essentials DNA-P-T0-E-7Y 5011652502376 \$1813.35 2 1.0000 Each \$0.00 \$3,626.70 On-Prem Lic 7Y - upto 25M (Aggr, 50M) DSTACK-T0-E Cisco DNA Essentials 5011652502376 \$0.00 2 1.0000 \$0.00 \$0.00 Each Stack - upto 25M (Aggr, 50M) DNAC-ONPREM-PF Cisco DNA Center On 5011652502376 2 1.0000 Each \$0.00 \$0.00 \$0.00 Prem Deployment Option for WAN SVS-PDNA-ESS **Embedded Support for** 1.0000 \$0.00 5011652502376 \$0.00 Each \$0.00 SW - Tiered DNA **Essentials On-Prem** SDWAN-UMB-ESS Cisco Umbrella for DNA 5011652502376 2 1.0000 \$0.00 \$0.00 \$0.00 Each Essentials

> **Recurring Charges:** \$3,626.70

No return merchandise accepted without prior Return Authorization. All returns subject to a 20% restocking fee. If not billed on this invoice, all taxes are to be paid by the buyer. Past due balances are subject to 1.5% per month finance charge GST/HST# 75468 2292 RT0001 Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Grand Total:	\$3,626.70
Tax:	\$0.00
Shipping & Handling:	\$0.00
Sub Total:	\$3,626.70

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete

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INVOICE: 6013225007535

DATE: 8/22/2025

PAGE: 1 of 4

BILL TO:

Cisco Systems Capital Corp.[PA] Accounts Payable Sled 1111 Old Eagle School Road Wayne, PA 19087

SHIP TO:

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

Customer #:CISCO003Account Manager:Jeremy LimPayment Terms:Net 30

Title: Voice/Contact Refresh PS

 Customer PO#:
 500-50753197

 Order #:
 3001652506986

 Quote #:
 2003225501586-10

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Тах	Extended Price
OP-CALL- ANALYTICS-BASE 1K	Variphy Base Install - Call Analytics (1K Units) BASE 1K Product with PRO Support includes Call Analy	\$49,392.000	1.000000	1.000000	\$0.00	\$49,392.00
OP-CALL- ANALYTICS-UNIT 1K	Variphy Add On Unit Licenses - Call Analytics (1K Units) Add- On Unit License paired with OP-CALL-ANAL	\$21.600	1000.000	1000.000	\$0.00	\$21,600.00
OP-MGMT-ALL-BASE 1K	Variphy Base Install - All Management Features (1K Units) BASE 1000 Product with PRO Support includes	\$30,576.000	1.000	1.000	\$0.00	\$30,576.00
OP-MGMT-ALL-UNIT 1K	Variphy Add On Unit Licenses - All Management Features (1K Units) Add-On Unit License paired with OP-	\$22.780	1000.000	1000.000	\$0.00	\$22,780.00
OP-SBC-4	Variphy Insight - SBC 4 Tier OP-SBC-4 Product includes Call Analytics for up to 4 Session Border Cont	\$47,911.110	1.000	1.000	\$0.00	\$47,911.1
OP-CC-ANALYTICS- BASE 100	Variphy Base Install - Contact Center Analytics (100 Units) BASE 100 Product with PRO Support include	\$50,400.000	1.000	1.000	\$0.00	\$50,400.00
OP-CC-ANALYTICS- UNIT 100	Variphy Add On Unit Licenses - Contact Center Analytics (100 Units) Add-On Unit License paired with O	\$166.940	71.000	71.000	\$0.00	\$11,852.74
DISC-SPECIAL	Variphy Special Discount	-\$42,209.360	1.0	1.0	\$0.00	(\$42,209.36
7W073AA#ABA	Poly CS540A DECT 1920-1930 MHz Headset TAA - Mono - Wireless - DECT 6.0 - 393.7 ft - Over-the-ear, O	3ATVBW, 3ATVBX, 3 3ATVCU, 3ATVCU, 3 3ATVFG, 3ATVFH, 3A , 3AU5JW, 3AU5JX, 3 3AU5KN, 3AU5KP, 3. AU5K6, 3AU5KP, 3AU 3AU5LP, 3AU5LP, 3AU 3AU5LP, 3AU5LB, 3AU5	BATVB6, 3ATVE BATVC9, 3ATVE BAU5JY, 3AU5K BAU5JY, 3AU5K AU5KR, 3AU5K J5K8, 3AU5K9, J5LR, 3AU5LT, L9, 3AU5M0, 3A	18, 3ATVB9, 3ATVCC, 3, 3B, 3ATVDD, 3ATVDD, 3ATVDE, 3ATVFN, 3A, 3AU5KB, 3AU5KC, 3, T, 3AU5KU, 3AU5LA, 3AU5LB, 3AU5LA, 3AU5LU, 3AU5LU, 3AU5LU, 3AU5M2, 3	ATVCD, 3ATVCE, 3A IATVDG, 3ATVDK, 3/ TVFR, 3ATVFT, 3ATV AU5KD, 3AU5KE, 3A AU5KW, 3AU5KX, 3A SLC, 3AU5LD, 3AU5L 5LW, 3AU5LX, 3AU5L	TVCG, ATVDM, /FU, 3ATVFW, U5KF, U5KY, E, 3AU5LF, LY, 3AU5L0,
7W6D1AA#ABA	Poly Savi 8245 Office DECT 1920-1930 MHz USB-A Headset TAA - Mono - Wireless - Bluetooth - 590.6 ft - Serial #: 3DER09, 3DER1X, 3DFLA5, 3DFLBA, 3DFLD5, 3DFL2H, 3	\$279.130 BDFL9U, 3DF4HG, 3D	12.0 F4LG, 3DF4LX	12.0 , 3DF4ND, 3DF4P3	\$0.00	\$3,349.56
VCF-VSP-FND-8	VMware vSphere Foundation 8 Start Date: 07/01/2025 End Date: 06/30/2026	\$161.660	72.000000	72.000000	\$0.00	\$11,639.52



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DATE: 8/22/2025

PAGE: 2 of 4

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Тах	Extended Price
VCF-VSP-FND-8	VMware vSphere Foundation 8	\$161.660	72.000000	72.000000	\$0.00	\$11,639.52
	Start Date: 07/01/2026					
	End Date: 06/30/2027					
VCF-VSP-FND-8	VMware vSphere Foundation 8	\$161.660	72.000000	72.000000	\$0.00	\$11,639.52
	Start Date: 07/01/2027					
	End Date: 06/30/2028					
VCF-VSP-FND-8	VMware vSphere Foundation 8	\$161.660	72.000000	72.000000	\$0.00	\$11,639.52
	Start Date: 07/01/2028					
	End Date: 06/30/2029					
VCF-VSP-FND-8	VMware vSphere Foundation 8	\$161.660	72.000000	72.000000	\$0.00	\$11,639.52
	Start Date: 07/01/2029	\$101.000	. 2.000000	72.00000	ψ0.00	ψ11,000.02
	End Date: 06/30/2030					
SSF-%YR-USR-TIER	InformaCast Fusion User	\$66.140	1700.0	1700.0	\$0.00	\$112,438.00
3		*******			*****	* ,
IPTA-IFS	InformaCast Fusion Hardware Appliance	\$991.110	15.0	15.0	\$0.00	\$14,866.65
	Serial #: UB24319, UB24316, UB24309, UB24317, UB24320, UB243	13, UB24296				
SS-PS-JS-2	JumpStart	\$9,288.890	1.000	1.000	\$0.00	\$9,288.89
C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	\$588.730	2.0	2.0	\$0.00	\$1,177.46
	Serial #: FJC29271FXM, FJC29271FXU					
CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and	\$1,410.500	2.0	2.0	\$0.00	\$2,821.00
MEM-C8200L-8GB	Cisco Catalyst 8200L Edge 8GB memory	\$368.000	2.0	2.0	\$0.00	\$736.00
WEW-00200E-00B	Serial #: STP2914091J, STP29140A3X	ψου	2.0	2.0	ψ0.00	ψ100.00
NIM-4MFT-T1/E1	4 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$1,619.180	2.0	2.0	\$0.00	\$3,238.36
1411VI-41VII 1-11/L1		φ1,019.100	2.0	2.0	φυ.υυ	ψ5,250.50
	Serial #: FOC29180EFZ, FOC29180EFK					
PVDM4-128	128-channel DSP module	\$2,502.370	2.0	2.0	\$0.00	\$5,004.74
	Serial #: FOC29220QZ5, FOC29220R4A					
C8200-1N-4T	Cisco Catalyst C8200-1N-4T Router	\$1,325.030	2.0	2.0	\$0.00	\$2,650.06
	Serial #: FJC29281FVD, FJC29281FV7					
CON-SNT-C82001N4	SNTC-8X5XNBD Cisco Catalyst C8200	\$2,425.010	2.0	2.0	\$0.00	\$4,850.02
CAB-CONSOLE-RJ45	5 Console Cable 6ft with RJ45 and DB9F	\$36.800	2.0	2.0	\$0.00	\$73.60
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INVOICE: 6013225007535

DATE: 8/22/2025

PAGE: 3 of 4

	Descript	on t	Init Price	Qty Ordered	Qty Shipped	Tax	Extende Pric
MEM-C8200-16GB		talyst 8200 Edge 16GB memory H2GK000520422910A2, H2GK00052042290FBE	\$588.790	2.0	2.0	\$0.00	\$1,177.5
CP-8832-K9	Cisco 88	32 in Charcoal with accessories for North America	\$621.120	15.0	15.0	\$0.00	\$9,316.8
7 0002 No	Serial #:	FVH29190PLY, FVH29190RQD, FVH29190PMR, FVH29190PSH, F FVH29190PNU, FVH29190PU6, FVH29190PSZ, FVH29190PVS, FV	VH29190PXK,	FVH29190PX	Y, FVH29190PST, FVH2		
ON-SNT-P8TK93T3	3 Cisco 88	32 in Charcoal with accessories for North AmericaSNT	\$461.150	15.0	15.0	\$0.00	\$6,917.
DP-9841-K9=	Cisco De	sk Phone 9841, Carbon Black	\$123.500	1309.0	1309.0	\$0.00	\$161,661.
		WZP2921P1TA, WZP2921P1SJ, WZP2921P1SG, WZP2921P1SF, WZP2921P1SP, WZP2921P1QP, WZP2921P1QP, WZP2921P1QP, WZP2921P1LU, WZP2921P1M6, WZP2921P1M6, WZP2921P1SP, WZP2921P1LU, WZP2921P1LU, WZP2921P1LY, WZP2921P1LY, WZP2921P1LC, WZP2921P1LD, WZP2921P1LD, WZP2921P1LD, WZP2921P1LD, WZP2921P1LD, WZP2921P1LD, WZP2921P1LD, WZP2921P1LD, WZP2921P1BG, WZP2921P1BF, WZP2921P1SP, WZP2921P1CP, WZP2921P1CP, WZP2921P1CP, WZP2921P1CP, WZP2921P1CP, WZP2921P1SP, WZP2921P0SP, WZP2921P0SP, WZP2921P0SP, WZP2921P0SP, WZP2921P0SP, WZP2921P0SP, WZP2921P3SP, WZP2921P3SP, WZP2921P3SP, WZP2921P3SP, WZP2921P3SP, WZP2921P3SP, WZP2921P3SP, WZP2921P3SP, WZP29	WZP2921P1Sv VZP2921P1Sv VZP2921P1Sv VZP2921P1Sv WZP2921P1NE WZP2921P1NE WZP2921P1NE WZP2921P1NE WZP2921P1LB WZP2921P1LB WZP2921P1LB WZP2921P1LS WZP2921P1Sv WZP2921P1Sv WZP2921P1Sv WZP2921P1Sv WZP2921P1OW WZP2921P1NS WZP2921P1NS WZP2921P1NS WZP2921P1NS WZP2921P1NS WZP2921P1NS WZP2921P1NIV WZP2921P0TB WZP2921P0TB WZP2921P0TB WZP2921P0TB WZP2921P0TB WZP2921P0TB	D, WZP2921P- (, WZP2921P1 (, WZP2921P1 M, WZP2921P M, WZP2921P M, WZP2921P0 D, WZP2921P1 C, WZP2921P1 MZP2921P1	IRQ, WZP2921P1RA, WSS, WZP2921P1RA, WSS, WZP2921P1R9, WZ QZ, WZP2921P1QV, WJS6, WZP2921P1QT, VJS6, WZP2921P1QT, VJM, WZP2921P1QT, VJM, WZP2921P1A, WZF4, WZP2921P1L4, WZF4, WZP2921P1AZ, WZF2921P1AZ, WZF2921P0AZ, WZF2921P0AZ, WZFZ, WZF2921P0AZ, WZFZ, WZF2921P0AZ, WZFZ, WZF2920PAZ, WZFZ, WZF292PAZ, WZFZ, WZF292PAZ, WZFZ, WZF292PAZ, WZFZ, WZF292PAZ, WZFZ, WZFZ92PAZ, WZFZ, WZFZ92PAZ, WZFZ, WZFZ92PAZ, WZFZ92PAZ, WZFZQZPAZ, WZFZQZPAZ, WZFZQZPAZ, WZFZQZPAZ, WZFZQZPAZ, WZFZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ	ZP2921P1R7, WZP29: ZP2921P1RZ, WZP292: ZP2921P1R2, WZP292: ZP2921P1R2, WZP292: ZP2921P1R3, WZP292: ZP2921P1MJ, WZP292: ZP2921P1MJ, WZP292: ZP2921P1MS, WZP292: ZP2921P1MS, WZP292: ZP2921P1RM, WZP292: ZP2921P1RM, WZP292: ZP2921P1M, WZP292: ZP2921P1M, WZP292: ZP2921P1M, WZP292: ZP2921P1MP, WZP292: ZP2921P0WP, WZP292: ZP2921P0WR, WZP292: ZP2920P4VGF, WZP292:	21P1GX, 1P1KV, 21P1RO, 21P1RO, 221P1M9, 1P1M7, 121P1M8, 1P1LT,
DP-9851-K9=	Cisco De	sk Phone 9851, Carbon Black	\$154.770	20.0	20.0	\$0.00	\$3,095.
	Serial #:	WZP29139D0U, WZP29139C38, WZP29139BTJ, WZP29139BM6, WZP29139AQ8, WZP29139C6X, WZP29139C1D, WZP29139BX1, WZP29139ASM, WZP29139888					
DP-9861-K9=		sk Phone 9861, Carbon Black FVH292118AY, FVH29211771, FVH292116MC, FVH292116M4, FV FVH2921176J, FVH292116Z8, FVH292116H5, FVH292116AY, FVH FVH292117FJ, FVH292116NA, FVH292116GE, FVH292116EY, FV FVH292117Q6, FVH292117JR, FVH292116Z, FVH292116SX, FVF FVH292116YE, FVH292116T0, FVH292116MA, FVH292116GR, FV FVH292116CW, FVH29200BTE, FVH29200BK2, FVH292118EF, FV	29200BPP, FV H292116E4, FV I29200BN7, FV H292118AK, F	/H292118EG, VH29200BR7, /H292118DQ,	FVH292118DB, FVH292 FVH29211859, FVH292 FVH29211831, FVH292	118ER, FVH292117Uk 117T1, FVH292117S8, 117A5, FVH29211796,	ζ,
		L DI COOR K E C M LL O L DI L	\$186.030	20.0	20.0	\$0.00	\$3,720.
)P-9800-KEM=	Cisco De	sk Phone 9800 Key Expansion Module, Carbon Black	ψ.σσ.σσσ				
)P-9800-KEM=	Cisco De		/H29130KQZ,				
DP-9800-KEM= DP-9800-WMK=	Serial #:	FVH29130KSF, FVH29130KSD, FVH29130KRF, FVH29130KRC, FV FVH29125HQB, FVH29125HPT, FVH29125HPE, FVH29125HMU, F	/H29130KQZ,				



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Serial #:

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ATE: 8/22/2025

PAGE: 4 of 4

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
CP-PWR-CORD-NA=	Power Cord, North America	\$3.680	20.0	20.0	\$0.00	\$73.60
VG420-144FXS	Cisco Analog Voice Gateway VG420 - 144FXS Serial #: FJC29271FMJ, FJC29271FM4, FJC29271FP9, FJC29271FM	\$12,870.480 MX	4.0	4.0	\$0.00	\$51,481.92
CON-SNT-VG42014F	SNTC-8X5XNBD Cisco Analog Voice Gateway VG420 - 144FX	\$12,101.650	4.0	4.0	\$0.00	\$48,406.6
PWR-VG420- 650WAC2	Cisco VG420 650W AC Power supply - Secondary Serial #: DCI2919R0V0, DCI2919R0UW, DCI2919R0U2, DCI2919R0	\$456.880 UQ	4.0	4.0	\$0.00	\$1,827.52
VG400-8FXS	Cisco VG400 Analog Voice Gateway Serial #: FGL2928L09V, FGL2928L09P, FGL2928L09R, FGL2928L09P	\$1,627.980 PL, FGL2928L09J	5.0	5.0	\$0.00	\$8,139.90
CON-SNT-VG4008X	SNTC-8X5XNBD Cisco VG400 Analog Voice Gateway	\$1,530.650	5.0	5.0	\$0.00	\$7,653.2
ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	\$40.740	5.0	5.0	\$0.00	\$203.70
TRN-CLC-000	10 Training credit. Expires in 1 yr. Team Captain required	\$0.000	25.000	25.000	\$0.00	\$0.00
TRN-CLC-000	10 Training credit. Expires in 1 yr. Team Captain required	\$0.000	6.000	6.000	\$0.00	\$0.0
85R00AA	Poly APU-76 Electronic Hookswitch TAA	\$56.100	162.0	162.0	\$0.00	\$9,088.2

33N4UG, 33N4UK, 33N4UN, 343V62, 3968RG, 3968RH, 3968RJ, 3968RM, 3968RP, 39690P, 39690T, 39690U, 39690V, 39690W, 39698B, 39698B, 39698C, 3968BE, 3968BE, 3968BH, 3968BP, 3969BP, 3968BP, 3968BP, 3968BP, 3968BP, 3968BP, 3968BP, 396BBP, 396BBP

No return merchandise accepted without prior Return Authorization.
All returns subject to a 20% restocking fee.
If not billed on this invoice, all taxes are to be paid by the buyer.
Past due balances are subject to 1.5% per month finance charge.
GST/HST# 75468 2292 RT0001
Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Grand Total:	\$765,246.50
Tax:	\$0.00
Shipping & Handling:	\$0.00
Miscellaneous:	\$0.00
Sub Total:	\$765,246.50

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Report on upcoming anticipated retroactive agreements

Recommended Action: Receive and File

Summary:

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

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

BOARD OF GOVERNORS REPORT ON UPCOMING ANTICIPATED RETROACTIVE AGREEMENTS November 19, 2025

Agreement	Description
MRI Agreement	



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Proposed selection of Oracle America, Inc. (Oracle Health) as the electronic health record (EHR) vendor of choice for Kern Medical

Recommended Action: Approve; Direct staff to negotiate the terms and conditions of an agreement with Oracle America, Inc.

Summary:

On October 16, 2024, your Board directed staff to proceed with issuing a request for information (RFI) to Epic, Meditech and Oracle Health (formally Cerner). From that meeting till now, Kern Medical has welcomed a variety of vendors to present proposals and hospital-wide demonstrations to show staff why they should be the EHR vendor of choice. In this process, Kern Medical has conducted a thorough review of Oracle Health, the current EHR vendor, and evaluated Epic and Meditech, the other two toprated vendors, to identify the best operational and fiscal solution for the future. The team now has completed the final vendor evaluation and is recommending Oracle Health as Kern Medical's EHR vendor of choice.

Staff considered various scenarios across all vendors with several optimization projects, new application implementation, adoption of new Artificial Intelligence (AI) agents, and the installation challenges of a new EHR. The current projected cost without further negotiation for Oracle is approximately \$72 million in a new 10-year agreement depending on applications and selected products. Kern Medical recommends Oracle for a variety of reasons including its future cloud-based structure, application costs, staffing requirements, AI opportunities, and disruption relating to implementing a different EHR. Kern Medical will continue optimizing, adopting, and changing the EHR over the next 3-5 years as Oracle moves to the cloud. Additionally, by continuing with Oracle, Kern Medical can take advantage of its new offerings, while minimizing the disruption to patient care. Although not possible because the current Oracle agreement expires in 2027, the estimated spend without any changes to the current EHR platforms would be approximately \$65 million over that same 10-year period. The range of costs for the three vendors under consideration is between \$65 million to \$200 million. Staff has compiled a presentation which outlines the current status of the EHR vendor selection project and the analysis of the proposed EHR vendor.

Therefore, it is recommended that your Board approve the proposed vendor selection and direct staff to negotiate the terms and conditions of an agreement with Oracle America, Inc.

ELECTRONIC HEALTH RECORD SEARCH

- January 2024 Began the conversation of reviewing the current EHR
- Summer 2024 Had vendors demonstrate various EHRs to staff
- October 16, 2024 Board approved moving forward with a Request for Information
- October 2024 2025 Reviewed and negotiated with vendors regarding content, term, pricing, etc.
- November 19, 2025 Present proposed EHR Vendor to Board

Requesting Approval to Proceed with Oracle Health as Vendor of Choice

Overview of Vendor Evaluation

- Three vendors reviewed: Oracle Health, Epic, Meditech
- Evaluation criteria: functionality, scalability, interoperability, cost, implementation, strategic fit

Recommendation

- Oracle Health selected as the preferred vendor
- Request board approval to:
 - Declare Oracle Health as vendor of choice
 - Begin formal contract negotiations



Rationale for Vendor Selection

Oracle Health Strengths

- Cloud-based, scalable infrastructure
- Strong interoperability with existing systems
- Competitive pricing and flexible implementation
- Advanced analytics and population health tools
- Less disruption to operations

Strategic Alignment

- Supports long-term digital transformation
- Proven success in largescale deployments
- Innovation-focused partnership model

Vendor	Strengths	Limitations
Oracle Health	Scalable, interoperable, innovative	Slightly longer implementation
Epic	Mature platform, strong support	Higher cost, less flexibility
Meditech	Cost-effective, simple interface	Limited scalability, fewer features



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

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

Recommended Action: Receive and File

Summary:

Kern Medical Operations:

Kern Medical key performance indicators:

- Operating gain of \$322,240 for September is \$116,356 more than the September budget of \$205,884 and \$170,972 less than the \$493,212 average over the last three months
- EBIDA of \$1,916,595 for September is \$65,662 more than the September budget of \$1,850,933 and \$127,796 less than the \$2,044,391 average over the last three months
- Average Daily Census of 171 for September is the same as the September budget of 171 and 15 less than the 186 average over the last three months
- Admissions of 853 for September are 21 more than the September budget of 832 and 114 less than the 967 average over the last three months
- Total Surgeries of 565 for September are 52 more than the September budget of 513 and 16 more than the 549 average over the last three months
- Clinic Visits of 23,670 for September are 3,612 more than the September budget of 20,058 and 1,147 more than the 22,523 average over the last three months

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

Patient Revenue:

Gross patient revenue has a 4% favorable budget variance for the month and a 4% favorable budget variance on a year-to-date basis. The favorable variance is mainly due to a 3.5% charge description master (CDM) price increase that became effective on July 1, 2025 and to a lesser extent, patient volumes. Kern Medical expects strong patient census levels and consistently high gross patient revenue for FY 2026.

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. For the current month, Kern Medical has only recognized 95% of the total projected revenue for the Managed Care 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 recognizes 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).

Kern County Hospital Authority Chief Financial Officer Report – September 2025 Page 2 of 3

Other Operating Revenue:

Other operating revenue is under budget for the month and on a year-to-date basis. 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 5% under budget for the month and 4% under budget on a year-to-date basis.

Benefits Expense:

Benefits expense is 1% under budget for the month and 4% under budget on a year-to-date basis.

Nurse Registry Expense:

Nurse registry expense is 16% under budget for the month and 12% 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 27% over budget for the month and 22% over budget on a year-to-date basis. The unfavorable variance is due to higher-than-average fees paid to the LocumTenens.com physician staffing agency.

Other Professional Fees:

Other professional fees are 13% over budget for the month and 3% over budget on a year-to-date basis. The unfavorable variance is due to an under accrual for Oracle invoices and increased costs for Oracle.

Supplies Expense:

Supplies expense is 9% over budget for the month and 2% over budget year-to-date, primarily due to higher-than-average pharmaceuticals expenses and other medical supplies costs.

Purchased Services:

Purchased services are 16% over budget for the month and 4% over budget on a year-to-date basis. The unfavorable variance is due to higher-than-expected software maintenance costs, ambulance fees, and out of network patient services expenses.

Other Expenses:

Other expenses are 18% over budget for the month and 11% over budget year-to-date due to higher-than-average repairs and maintenance expenses and electricity costs.

Interest Expense:

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

Kern County Hospital Authority Chief Financial Officer Report – September 2025 Page 3 of 3

Depreciation and Amortization Expense:

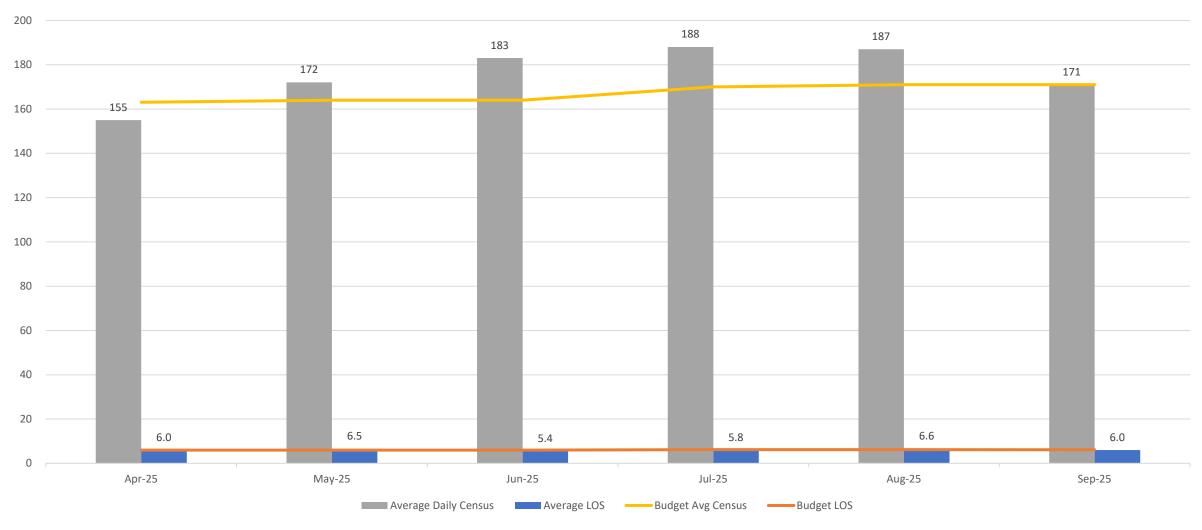
Depreciation expense is over budget for the month and year-to-date because of capital equipment put in service during early FY 2026. Amortization is under budget for the month and on a year-to-date basis due to less than average amortization expense for right-of-use (ROU) capital leases and less than 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.



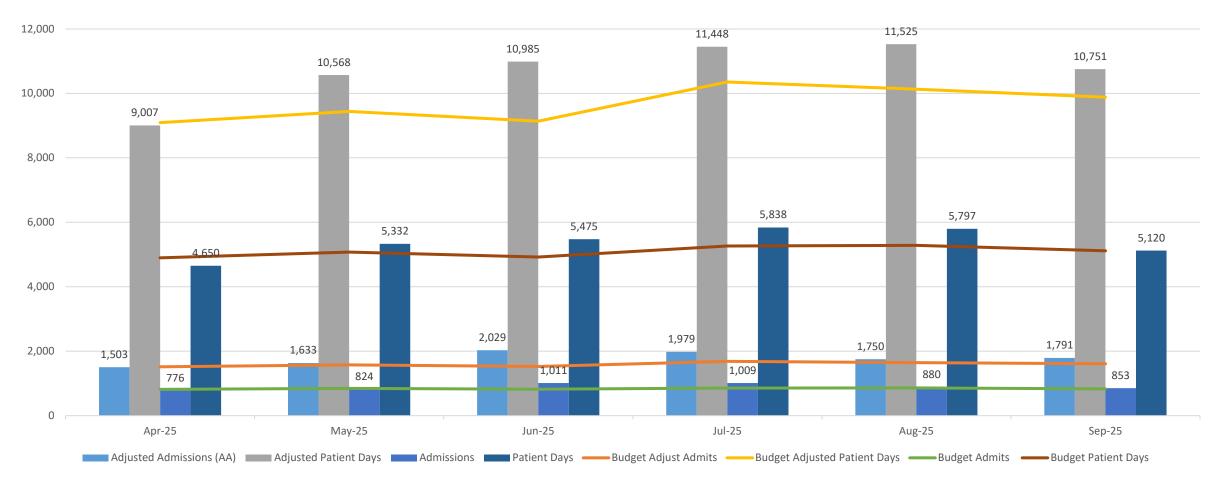
Board of Governors' Report

Kern Medical – September 2025

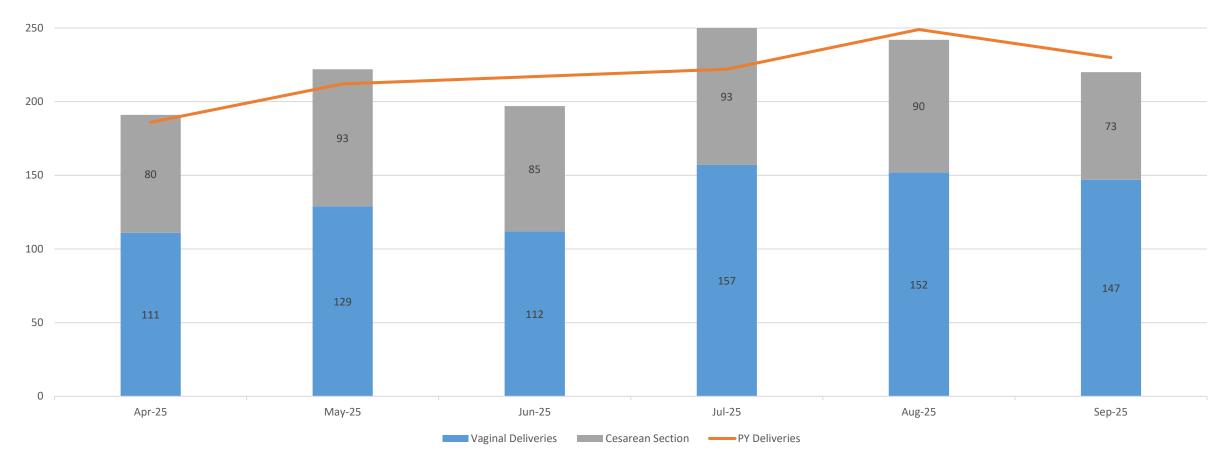
Census & ALOS











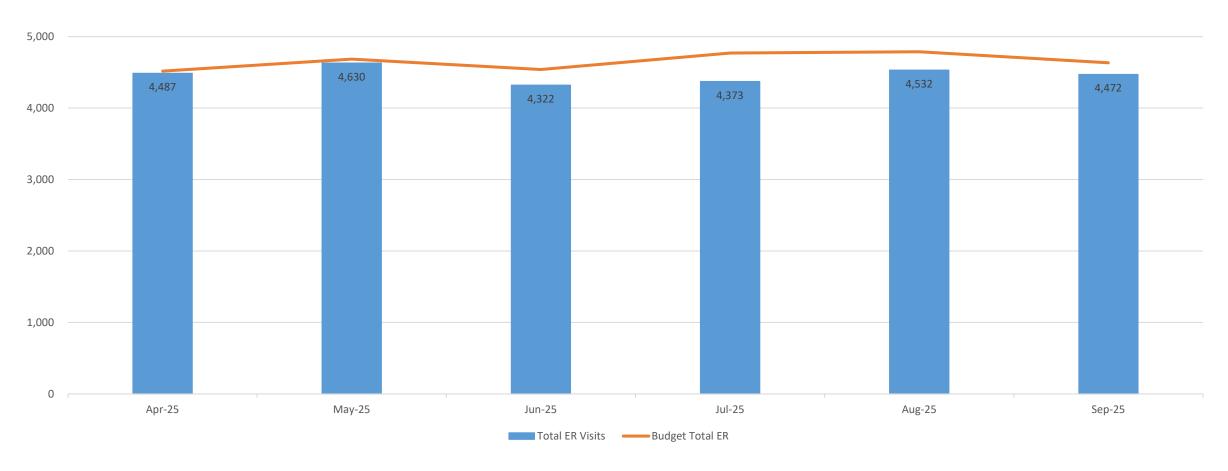


PAYER MIX



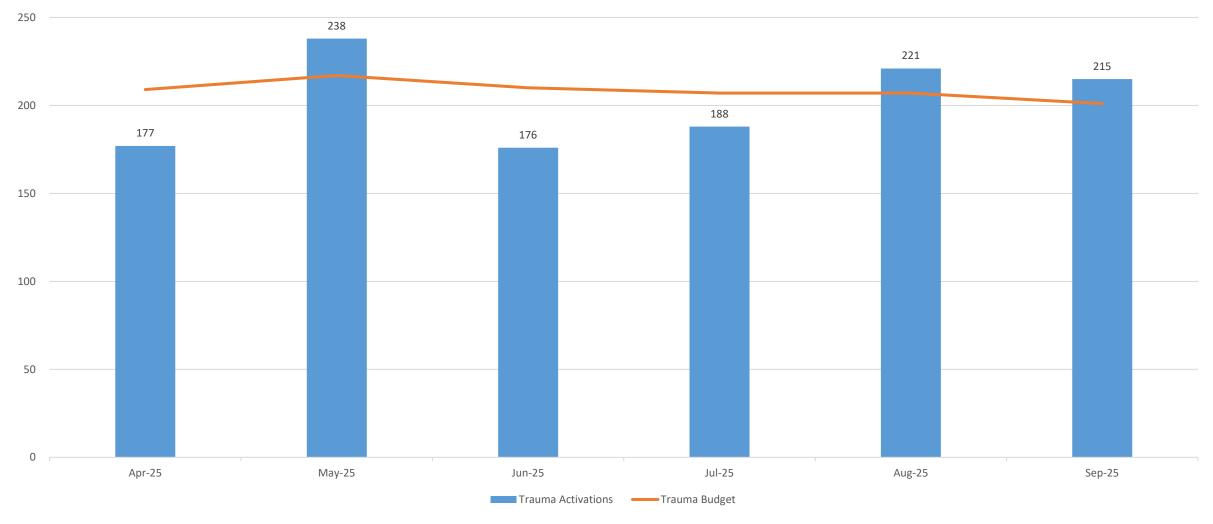






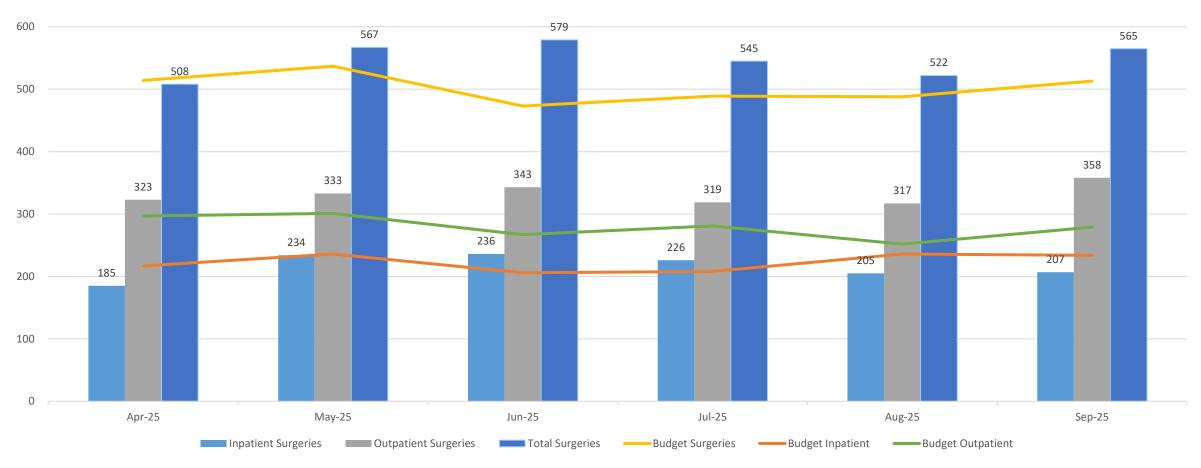


Trauma Activations



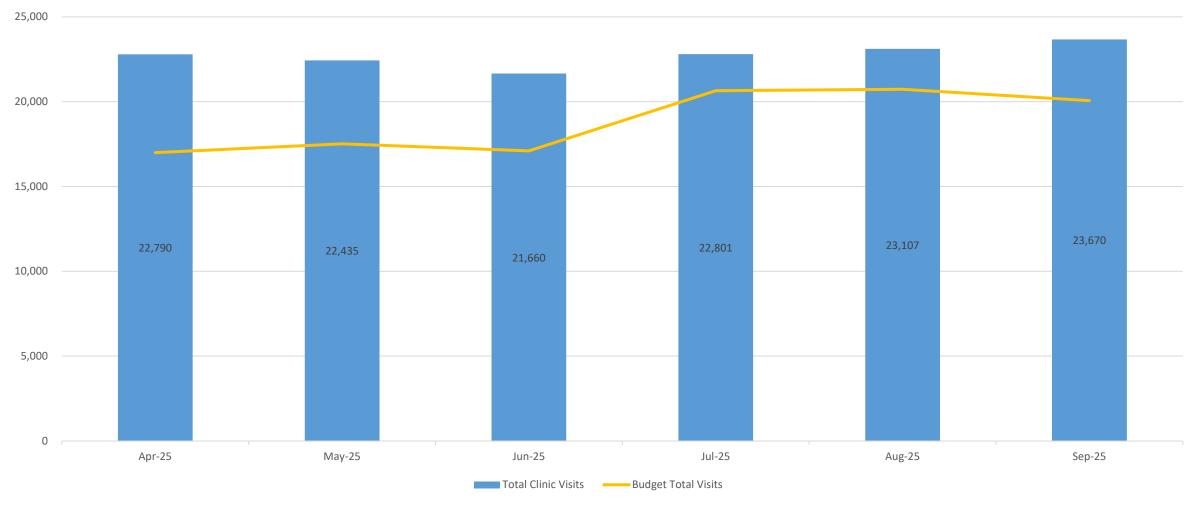






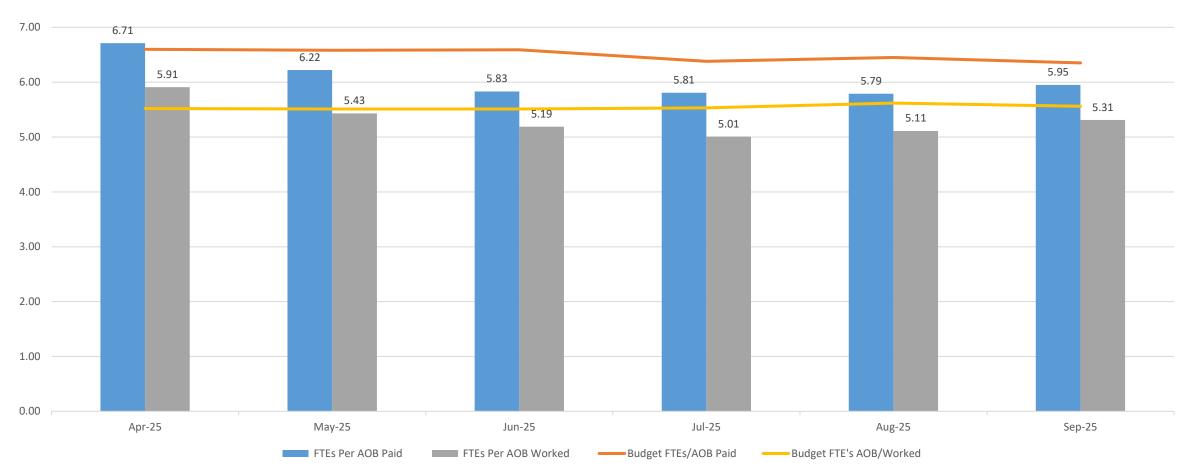


Clinic Visits

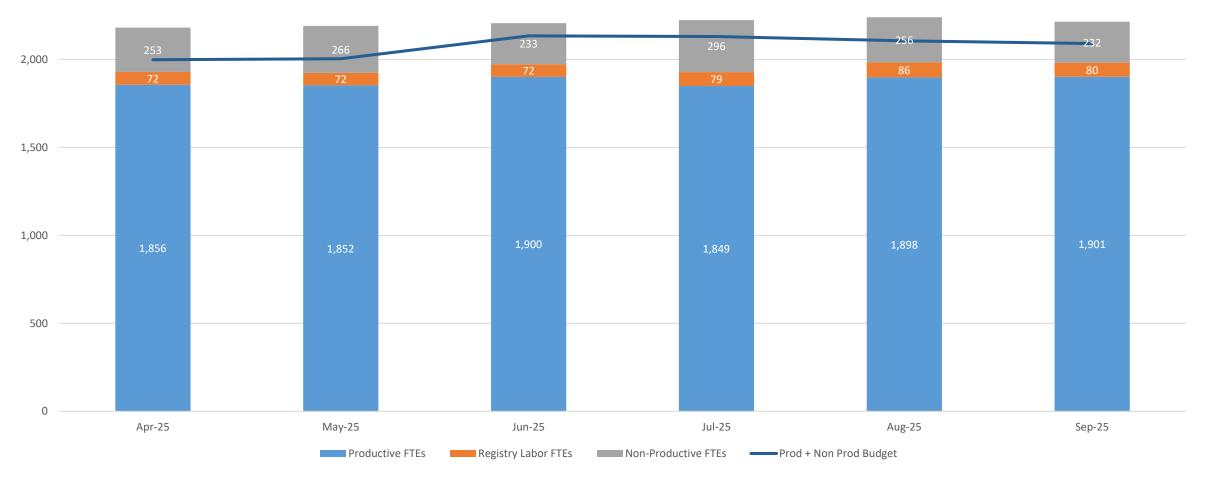






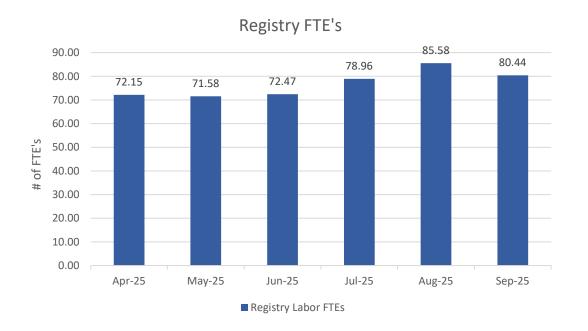








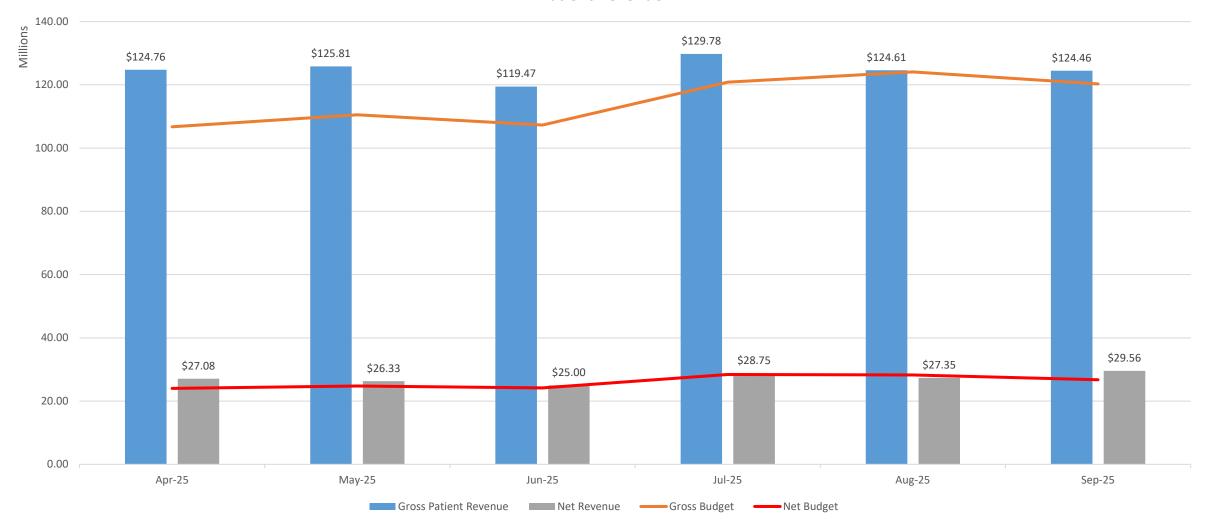
Slide 11





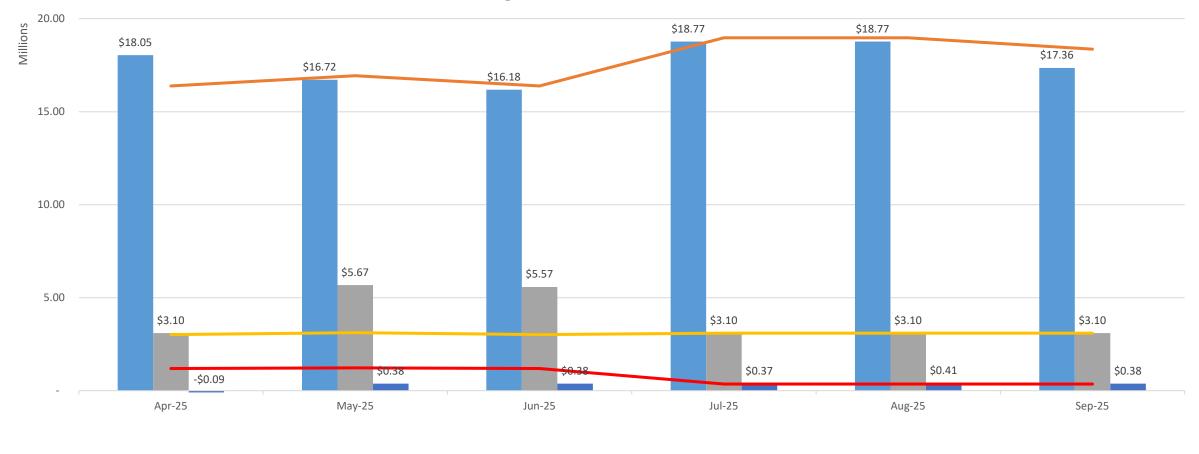


Patient Revenue





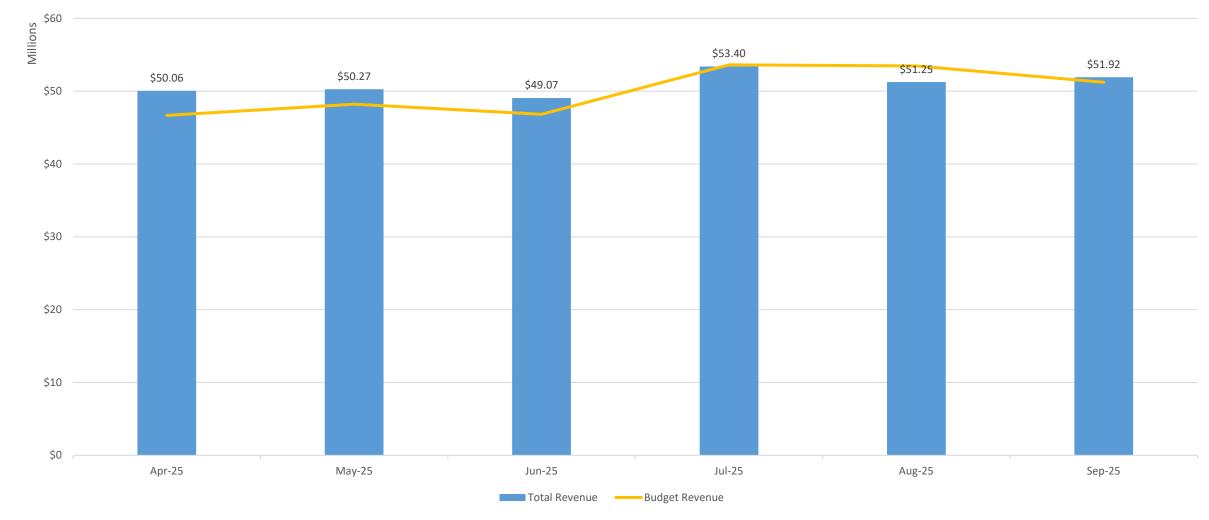
Indigent & Correctional Revenue





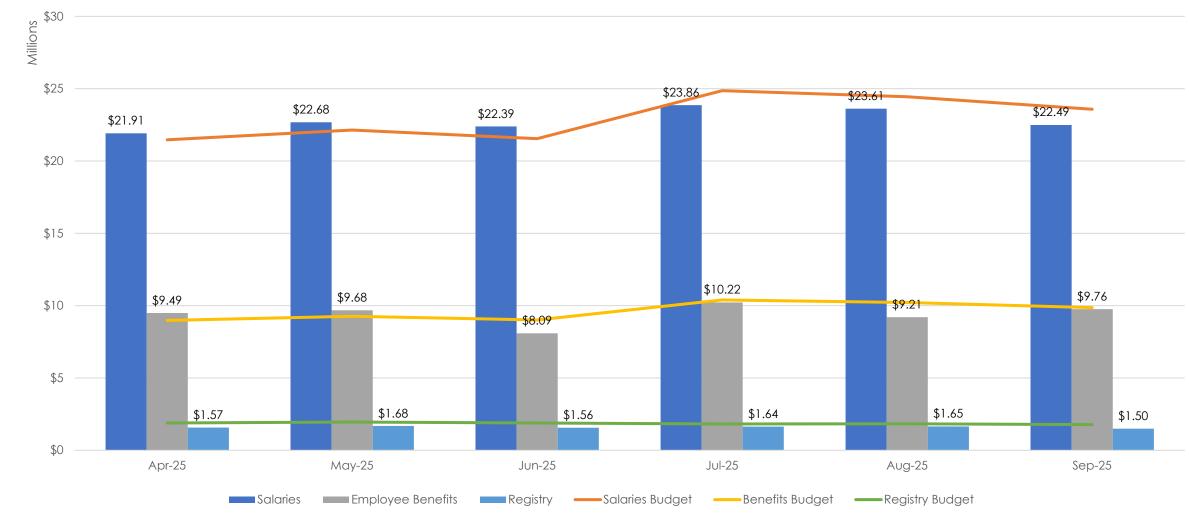


Total Revenue





Slide 15





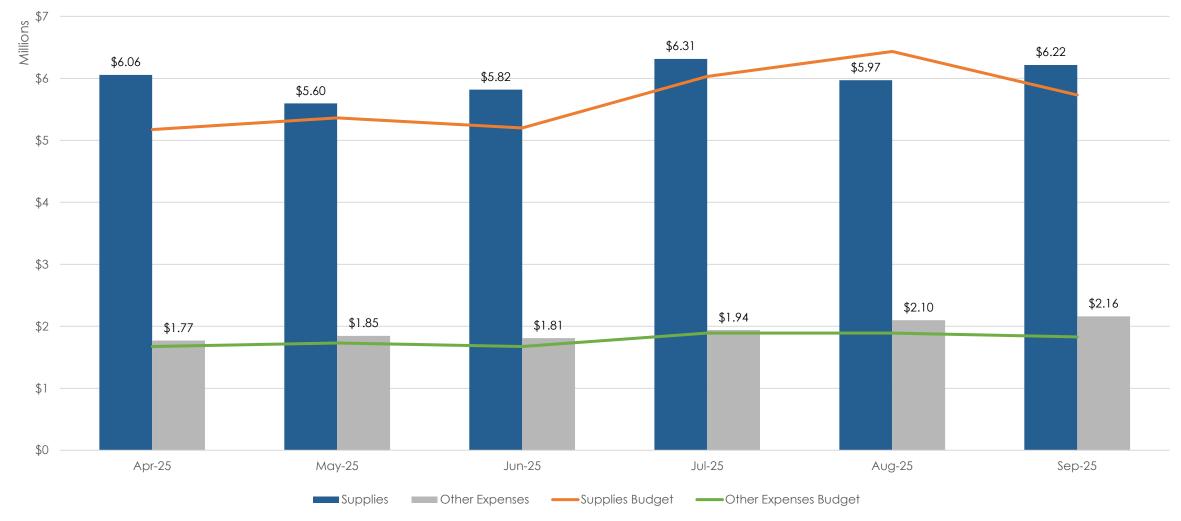
Expenses





Slide 17

Expenses





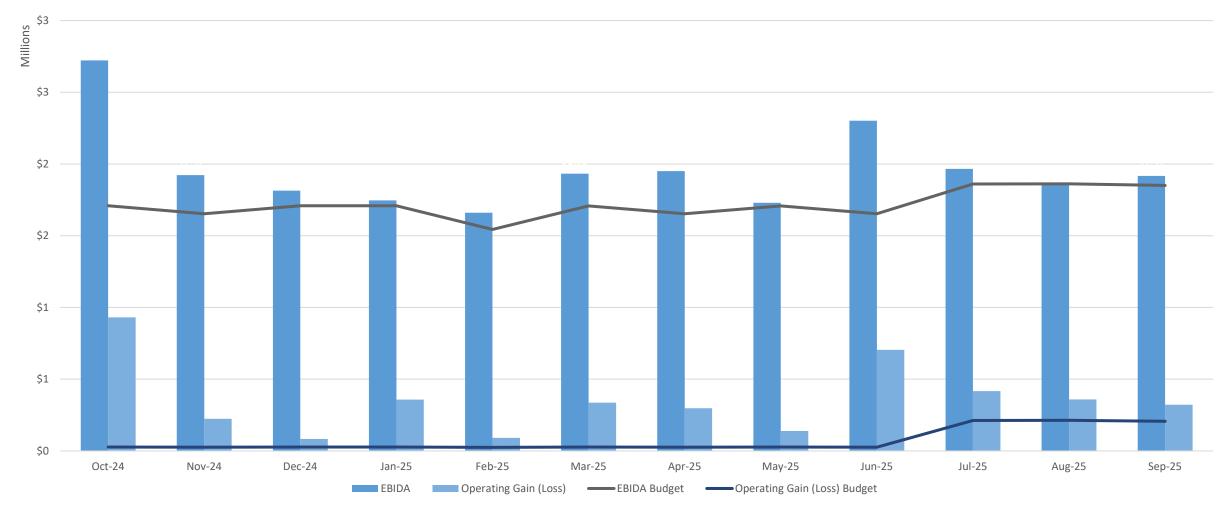
Operating Metrics





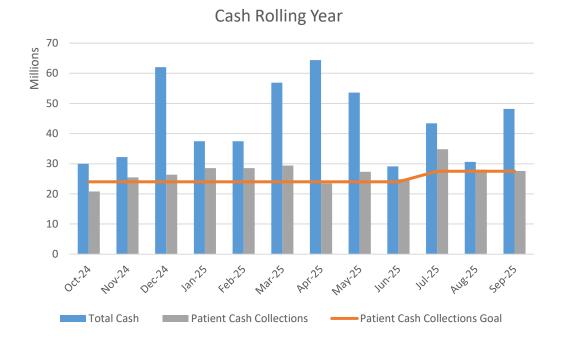
Slide 19

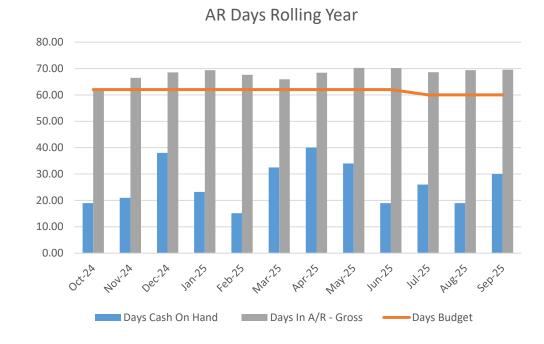
EBIDA Rolling Year





Slide 20







KERN MEDICAL

3-Month Trend Analysis: Revenues & Expenses

September 30, 2025

						BUDGET		VARIANCE		PY
	JULY	AUGI	JST	S	EPTEMBER	SEPTEMBE	R	POS (NEG)	9	SEPTEMBER
Gross Patient Revenue	\$ 129,783,341	\$ 124,6	08,923	\$	124,462,106	\$ 120,269,4	54	3.5%	\$	116,750,736
Contractual Deductions	(101,030,492)	(97,2	57,793)		(94,898,573)	(93,531,1	.39)	1%		(92,353,482)
Net Revenue	 28,752,849	27,3	51,130		29,563,534	26,738,3	15	11%		24,397,253
Indigent Funding	18,770,930	18,7	70,930		17,355,942	18,361,7	96	(5%)		18,929,942
Correctional Medicine	3,097,714	3,0	97,713		3,097,713	3,095,5	22	0.1%		3,014,183
County Contribution	285,211	2	85,211		285,211	285,2	11	(0%)		285,211
Incentive Funding	86,312	1	22,896		93,941	70,0	43	34%		44,431
Net Patient Revenue	 50,993,016	49,6	27,880		50,396,341	48,550,8	88	4%		46,671,020
Other Operating Revenue	2,376,940	1,6	01,375		1,496,682	2,657,6	54	(44%)		1,824,236
Other Non-Operating Revenue	 31,001		20,943		24,766	11,7	30	111%		11,766
otal Revenue	53,400,956	51,2	50,198		51,917,788	51,220,2	71	1%		48,507,022
xpenses										
Salaries	23,864,758	23,6	14,753		22,494,669	23,577,4	09	(5%)		21,982,828
Employee Benefits	10,223,321	9,2	08,158		9,759,894	9,860,0	73	(1%)		9,044,281
Registry	1,637,614		47,574		1,495,347	1,770,2		(16%)		1,890,280
Medical Fees	3,228,446	2,6	92,755		3,063,042	2,415,3	89	27%		1,848,647
Other Professional Fees	1,371,739		52,254		1,508,403	1,337,1		13%		1,219,003
Supplies	6,313,948		69,679		6,216,285	5,730,6	84	8%		5,372,273
Purchased Services	2,854,041		01,139		3,302,993	2,849,2		16%		3,329,294
Other Expenses	1,940,703	2,0	99,122		2,160,560	1,829,1	19	18%		2,042,731
Operating Expenses	51,434,570	49,3	85,436		50,001,194	49,369,3	38	1%		46,729,337
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 1,966,387	\$ 1,8	64,762	\$	1,916,595	\$ 1,850,9	33	3.5%	\$	1,777,685
EBIDA Margin	4%		4%		4%		4%	2%		4%
Interest	251,266	2	44,843		302,667	335,7	44	(10%)		393,353
Depreciation	702,992		65,336		695,832	657,3	04	6%		682,547
Amortization	595,855		95,855		595,855	652,0		(9%)		634,662
Total Expenses	52,984,683		91,470		51,595,548	51,014,3		1%		48,439,900
perating Gain (Loss)	\$ 416,273	\$ 3	58,727	\$	322,240	\$ 205,8	84	57%	\$	67,123
Operating Margin	0.78%		0.70%		0.62%	0.4	10%	54.4%		0.1%



KERN MEDICAL

Year to Date Analysis: Revenues & Expenses

September 30, 2025

	ACTUAL		BUDGET VARIANCE			PY	PY VARIANC
		FYTD	FYTD	POS (NEG)		FYTD	POS (NEG
Gross Patient Revenue	\$ 3	378,854,371	\$ 365,214,077	4%	\$	348,457,123	9%
Contractual Deductions	(2	293,186,858)	(281,765,457)	4%		(274,483,198)	7%
Net Revenue		85,667,513	83,448,620	3%		73,973,925	16%
Indigent Funding		54,897,802	56,309,509	(3%)		57,104,838	(4%)
Correctional Medicine		9,293,140	9,286,567	0%		9,243,496	1%
County Contribution		855,633	855,633	(0%)		855,633	0%
Incentive Funding		303,149	214,798	41%		158,262	92%
Net Patient Revenue	1	151,017,237	150,115,126	1%		141,336,154	7%
Other Operating Revenue		5,474,996	8,150,138	(33%)		5,801,691	(5.63%)
Other Non-Operating Revenue		76,710	35,923	114%		35,846	114%
Total Revenue	1	156,568,942	158,301,187	(1%)		147,173,690	6%
Expenses							
Salaries		69,974,180	72,879,503	(4%)		64,923,209	8%
Employee Benefits		29,191,373	30,478,208	(4%)		27,605,759	6%
Registry		4,780,535	5,424,184	(12%)		6,341,636	(25%)
Medical Fees		8,984,244	7,397,220	21%		6,738,843	33%
Other Professional Fees		4,232,396	4,096,015	3%		4,316,195	(1.9%)
Supplies		18,499,913	18,195,495	2%		16,565,095	12%
Purchased Services		8,958,173	8,647,925	4%		9,158,158	(2%)
Other Expenses		6,200,385	5,609,299	11%		5,913,193	5%
Operating Expenses	1	150,821,199	152,727,848	(1%)		141,562,089	7%
Earnings Before Interest, Depreciation,							
and Amortization (EBIDA)	\$	5,747,744	\$ 5,573,338	3%	\$	5,611,602	2.4%
EBIDA Margin		4%	4%	4%		4%	(4%)
Interest		798,776	1,014,780	(21%)		1,012,865	(21%)
Depreciation		2,064,161	1,971,911	5%		2,043,697	1%
Amortization		1,787,566	1,956,004	(9%)		1,908,234	(6%)
Total Expenses	1	155,471,701	157,670,543	(1%)		146,526,885	6%
Operating Gain (Loss)	\$	1,097,241	\$ 630,643	74%	\$	646,805	70%
Operating Margin		0.7%	0.4%	75.9%		0.4%	59%



KERN MEDICAL BALANCE SHEET

SEPTEMBER 2025 SEPTEMBER 2024

ASSETS: Total Cash	\$	48,196,221 \$	30,133,835
Total Cash	Ψ	40,130,221 \$	30, 133,033
Patient Receivables Subtotal		308,462,975	252,863,198
Contractual Subtotal		(273,007,439)	(204,114,626)
Net Patient Receivable		35,455,536	48,748,573
Total Indigent Receivable		244,103,571	248,501,907
Total Other Receivable		17,333,854	29,522,878
Total Prepaid Expenses		6,924,942	7,321,683
Total Inventory		4,881,898	4,727,529
Total Current Assets		356,896,020	368,956,406
Deferred Outflows of Resources		124,532,718	112,536,013
Total Land, Equipment, Buildings and Intangibles		270,853,827	270,188,249
Total Construction in Progress		18,344,383	10,709,459
Total Property, Plant & Equipment		289,198,210	280,897,708
Total Accumulated Depr & Amortization		(185,348,335)	(173,637,123)
Net Property, Plant, and Equipment		103,849,875	107,260,585
Total Long Term Assets		124,532,718	112,536,013
Total Assets	\$	585,278,613 \$	588,753,004



KERN MEDICAL BALANCE SHEET

SEPTEMBER 2025 SEPTEMBER 2024

LIABILITIES & EQUITY:		
Total Accounts Payable	\$ 11,409,498	\$ 5,698,081
Total Accrued Compensation	24,398,332	31,618,840
Total Due Government Agencies	1,342,500	4,527,312
Total Other Accrued Liabilities	46,893,048	52,018,814
Total Current Liabilities	84,043,378	93,863,047
Unfunded Pension Liability	344,447,058	345,399,109
Other Long-Term Liabilities	 79,336,805	81,166,815
Total Long-Term Liabilities	423,783,863	426,565,924
Total Liabilities	507,827,241	520,428,971
Total Net Position	77,451,372	68,324,033
Total Liabilities and Net Position	\$ 585,278,613	\$ 588,753,004



KERN MEDICAL STATEMENT OF CASH FLOWS

	Fiscal Year-to-Date	Fiscal Year-End	Fiscal Year-to-Date	Fiscal Year-End	
CACLLELOWIC FROM ORFRATING ACTIVITIES	September 2025	June 2025	September 2024	June 2024	
CASH FLOWS FROM OPERATING ACTIVITIES	¢ 00.700.077	¢ 244 EE2 04E	ф 72 000 244	ф 202 E22 E22	
Cash received for patient/current services	\$ 90,709,077	\$ 314,552,945	\$ 73,099,244	\$ 293,523,533	
Cash received for other operations Cash paid for salaries and benefits	65,322,681	260,727,035	28,203,445	233,602,712	
·	(102,829,359)	(377,869,782)	(83,110,271)	(339,411,493)	
Cash paid for services and supplies	(43,444,339)	(202,668,841)	(55,376,011)	(186,981,598)	
Net cash (used in) provided by operating activities	9,758,061	(5,258,643)	(37,183,595)	733,154	
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Cash (provided to) received from various County funds	-	-	-	-	
Interest paid - pension obligation bond	-	256,677	-	420,331	
Principal paid - pension obligation bond	-	(1,058,183)	-	(1,062,281)	
Interest paid - line of credit	-	-	-	-	
Line of credit payment	10,000,000		20,000,000		
Net cash provided by (used in) noncapital financing activities	10,000,000	(801,506)	20,000,000	(641,950)	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVIT	ïES				
Acquisition or construction of capital assets	144,038	(11,508,871)	(3,038,843)	(18,896,864)	
Payments on right-of-usage lease liability	(621,405)	(2,850,043)	(745,764)	3,896,089	
Interest paid - right-of-usage lease liability	(2,098)	(7,976)	(2,311)	31,211	
Payments on SBITA liability	(194,514)	(762,463)	(188,302)	(752, 150)	
Interest paid - SBITA	(138)	(580)	(156)	2,013	
Net cash used by capital and related financing activities	(674,117)	(15,129,933)	(3,975,377)	(15,719,700)	
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest on bank deposits and investments					
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	19,083,944	(21,190,081)	(21,158,972)	(15,628,497)	
CASH AND CASH EQUIVALENTS, beginning of year	29,112,277	50,302,358	51,292,807	66,921,303	
CASH AND CASH EQUIVALENTS, year-to-date	\$ 48,196,221	\$ 29,112,277	\$ 30,133,835	\$ 51,292,807	





BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Kern County Hospital Authority Chief Executive Officer Report

Recommended Action: Receive and File

Summary:

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



BOARD OF GOVERNORS KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

November 19, 2025

Subject: Monthly report on What's Happening at Kern Medical Center

Recommended Action: Receive and File

Summary:

Each month Kern Medical will be sharing a report with your Board on "What's Happening" in and around Kern Medical.

Therefore, it is recommended that your Board receive and file the attached report on What's Happening at Kern Medical.

KernMedical | Health for Life.

What's Happening?

New Podcast Episode



In this episode of Health for Life, we're joined by a pediatric endocrinologist to explore the fascinating world of hormones and how they impact children's health. From growth and puberty to diabetes, the endocrine system plays a critical role in many aspects of childhood development.

We'll break down what endocrinology is, the differences between Type 1 and Type 2 diabetes, and how early signs of hormone imbalances can affect a child's physical and emotional well-being. Our guest also sheds light on growth hormone therapy, and puberty challenges. Whether you're a parent, caregiver, or just curious about how hormones shape our health, this episode is full of valuable insights and practical takeaways.

Greenfield Family Resource Center Open House & Mobile Medical Office Welcome Event



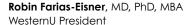


Pictured: Ramon Hendrix, Superintendent of Greenfield Union School District Emily Duran, Chief Executive Officer of Kern Health Systems Scott Thygerson, Chief Executive Officer of Kern Medical

Accessing healthcare resources just got easier for Greenfield Union School District's students, their families, staff, and all residents of South Bakersfield. A new partnership between Greenfield Union School District, Kern Family Health Care and Kern Medical is making it possible for anyone in our community to visit the Kern Medical Mobile Medical Office and receive same-day medical attention. This is part of Kern Medical's growing mobile clinic services. Greenfield's vision is to serve the whole child- that includes providing additional opportunities to healthcare resources. Kern Family Health Care makes it possible for Kern Medical's full-service, mobile medical offices to set up twice a week, year-round, at Greenfield Family Resource Center.

Kern Medical and WesternU Announce New Education Partnership and Education Center







Amir Berjis, MD, MACM, FACS, FCCP Vice Chair, Department of Surgery Designated Institutional Official



WesternU Medical Students

Kern Medical and the University of Western Health Sciences (WesternU) jointly shared two big announcements at this year's November 3 medical education summit:

- 1. A new physician training pathway to support local students; and,
- 2. A future medical education and clinical wellness center.

The physician training pathway is also in partnership with Bakersfield College and California University State Bakersfield to better facilitate their students to become physicians. This helps address the critical physician shortage our area faces by growing our own who will be more likely to practice locally after completing their training.



Next year Kern Medical will celebrate 160 years in operation and 70 years as our community's teaching hospital. Over 250 medical students, residents and fellows undergo physician training here each year. Kern Medical and WesternU began partnering together three years ago to train more medical students from the Central Valley and California as physicians to stay in the area.

And now, almost the entire third-year medical student class and core rotations are WesternU students. These 64 WesternU students represent a bright future as potential physicians in Bakersfield. Kern Medical will continue to maintain its affiliation with UCLA for graduate medical education and both UCLA and USC will continue have students rotating here.

Halloween at Kern Medical







Halloween at Kern Medical is always so full of creativity and fun.

We had an amazing turnout for both our costume contest and pumpkin decorating contest!









National Recognitions - October

- Physical Therapy Month
- Breast Cancer Awareness Month
- October 8: Emergency Nurses Day
- October 15: Medical Assistants Recognition Day
- October 6-12: Emergency Nurses Week
- October 12-18: National Case Management Week
- October 21-25: Medical Assistant Week
- October 20-26: National Pharmacy Week
- October 19-25: National Respiratory Care Week
- October 27 November 2: National Healthcare Facilities & Engineering Week

National Recognitions - November

- November Health Awareness Month Themes
- National Diabetes Month
- Lung Cancer Awareness Month
- Pancreatic Cancer Awareness Month
- Epilepsy Awareness Month
- Alzheimer's Disease Awareness Month
- Hospice & Palliative Care Month
- National Family Caregivers Month
- Stomach Cancer Awareness Month
- National Healthy Skin Month
- National Home Care & Hospice Month
- Movember (men's health: prostate cancer, testicular cancer, mental health)
- Nov 1–7: Urology Awareness Week
- First full week of Nov: Medical-Surgical Nurses Week
- Second week of Nov: National Radiologic Technology Week
- Third week of Nov: Nurse Practitioner Week
- Nov 1: International Stress Awareness Day
- Nov 8: National Radiologic Technology Day
- Nov 12: World Pneumonia Day
- Nov 14: World Diabetes Day

2025 Community Impact Report



Kern Medical is the longest-operating academic teaching hospital in the region, serving as a cornerstone of healthcare and education in Kern County. Each year, we train more than 250 medical students, residents, and fellows while employing over 2,500 dedicated staff.

With 12 clinic locations throughout the county, Kern Medical provides accessible, comprehensive care to our community. Our key services include a Level II trauma center, behavioral health, women's health, primary care, and a wide range of specialty programs. Through clinical care, education, and innovation. Kern Medical continues to advance the health and well-being of the communities we serve.



BY THE NUMBERS

















MOBILE CLINIC SERVICES

Kern Medical is cultivating meaningful connections with schools and organizations throughout Kern County to expand access to healthcare for students, staff, and the community

In the past year, Kern Medical hosted more than 160 mobile clinic events in partnership with four area school districts and 23 community organizations. These events offered a wide range of services, including vaccinations, physicals, health screenings, and preventive care, and took place everywhere from neighborhood resource fairs to school-based clinics.

What we offer

- · Primary Care Wellness Visits
- Hearing Tests
- Vision Screenings
- School Physicals Point of Care Testing
- · Lab Services (Blood Draws)
- Immunizations Health Benefit Advisors
- Same-day visits



Community Partners

- Kern Health Systems
- Bakersfield City School District Bakersfield College
- County of Kern
- Bakersfield Police Department Black Family Wellness Expo
- Brundage Lane Navigation Center California Farm Workers City of Bakersfield
- Dolores Huerta Foundation
- East High School
- Fairfax School District
- Guelaguetza Vaccine Event
- Healthful Harvest
- Historic Union Cemetery
- Hope on Heart/Tiny Homes Love Your Park Community Health and Wellness
- Maricopa School DistrictPolice Activities League
- Redwood Elementary
- Shafter High School Victory Family Services Vineland School District Greenfield School District · Wasco High School Kern Family Health Care





(Government Code Section 54957.7)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on November 19, 2025, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

The Boa	ard of Governors will hold a closed session on N	ovember 19, 2025, to consider:
	PUBLIC EMPLOYEE PERFORMANCE EVALU (Government Code Section 54957) –	JATION - Title: Chief Executive

(Government Code Section 54957.7)

The Board of Governors will hold a closed session on November 19, 2025, to consider:

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on November 19, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

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

Government Code Section 54956.9

Based on the advice of Counsel, the Board of Governors is holding a closed session on November 19, 2025, to confer with, or receive advice from Counsel regarding pending litigation, because discussion in open session concerning this matter would prejudice the position of the authority in the litigation. The closed session involves:

X CONFERENCE WITH LEGAL COUNSEL - FORMALLY INITIATED LITIGATION (Government Code Section 54956.9(d)(1)) Name of case: Maria Vasquez, Applicant v. County of Kern; Kern Medical Center, Defendants; Workers' Compensation Appeals Board Case Nos. ADJ3640714; ADJ2528074; ADJ2270132; ADJ2171653 –