

AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

**Regular Meeting
Wednesday, August 19, 2026**

11:30 A.M.

BOARD TO RECONVENE

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

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

STAFF RECOMMENDATION SHOWN IN CAPS

PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on July 20, 2026 –
APPROVE

CA

- 4) Proposed updated Conflict of Interest Policy and Code for Kern County Hospital Authority –
APPROVE; REFER TO KERN COUNTY BOARD OF SUPERVISORS FOR APPROVAL

CA

- 5) Proposed Agreement with Drager Inc., an independent contractor, containing nonstandard terms and conditions, for service of four bilirubinometers from August 19, 2026 through August 18, 2029, in an amount not to exceed \$15,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 6) Proposed Agreement with Stericycle, Inc., an independent contractor, for pharmaceutical and hazardous waste disposal service from September 1, 2026 through August 31, 2029, in an amount not to exceed \$3,000,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed Agreement with Foresight Imaging LLC, an independent contractor, containing nonstandard terms and conditions, for purchase and maintenance of video bedside swallow evaluation equipment from August 19, 2026 through August 18, 2031, in an amount not to exceed \$60,160, plus applicable fees and taxes –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed Agreement with W.L. Gore & Associates, Inc., an independent contractor, for purchase of vascular implants and related supplies from August 19, 2026 through June 30, 2028, in an amount not to exceed \$590,000, plus applicable fees and taxes –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 9) Proposed Amendment No. 1 to Agreement 86025 with Interim Diagnostic Imaging, LLC, an independent contractor, for rental of a mobile MRI trailer for the period December 29, 2025 through July 27, 2026, extending the term from August 19, 2026 through February 28, 2027, and increasing the maximum payable by \$339,522, from \$385,000 to \$724,522, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 10) Proposed retroactive Agreement with the County of Kern for lease of a portion of the Public Services Building at 2700 "M" Street from July 1, 2026 through June 30, 2029, in an amount not to exceed \$1,001,790 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 11) Report on legislative update regarding Assembly Bill 1234 (AB 1234) and Senate Bill 827 (SB 827) –
RECEIVE AND FILE

CA

- 12) Proposed acceptance of donation of travel and related expenses from Oracle Health for two Kern Medical Center employees to attend the Oracle Health and Life Sciences Summit 2026 in Orlando, Florida, from September 22-24, 2026 –
APPROVE; ADOPT RESOLUTION

CA

- 13) Proposed acceptance of donation of travel and related expenses (conference fees only) from Oracle Health for 18 Kern Medical Center employees to attend the Oracle Health and Life Sciences Summit 2026 in Orlando, Florida, from September 22-24, 2026 –
APPROVE; ADOPT RESOLUTION

CA

- 14) Proposed acceptance of donation of travel and related expenses from Public Risk Innovation, Solution, and Management (PRISM) for two Kern Medical Center employees to attend the PRISM Annual Conference in Indian Wells, California, from September 29-October 2, 2026 –
APPROVE; ADOPT RESOLUTION

CA

- 15) Proposed acceptance of donation of travel and related expenses from Presidio Networked Solutions Group, Inc., for three Kern Medical Center employees to attend Presidio TechX, in Dallas, Texas, on September 15, 2026 –
APPROVE; ADOPT RESOLUTION

CA

- 16) Proposed acceptance of donation of travel and related expenses from Healthfuse, LLC, for two Kern Medical Center employees to attend the Healthfuse 2026 Client Summit, in Milwaukee, Wisconsin, on September 17, 2026 –
APPROVE; ADOPT RESOLUTION

CA

- 17) Proposed Amendment No. 9 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 August 24, 2026, extending the term from August 21, 2026 through September 18, 2026, and increasing the maximum payable by \$2,505,352, from \$8,511,435 to \$11,016,787, to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 18) Proposed rescission of Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology, effective August 1, 2026 –
APPROVE

CA

- 19) Proposed retroactive Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology for the period August 1, 2023 through July 31, 2026, extending the term for three years from August 1, 2026 through July 31, 2029, increasing the maximum payable by \$2,000,000, from \$2,000,000 to \$4,000,000, to cover the term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 20) Proposed rescission of Agreement 117-2026 with Barkat Ali, M.D., a contract employee, for professional medical services in the Department of Surgery, effective August 1, 2026–
APPROVE

CA

- 21) Proposed retroactive Quote 127160K-QUOTE-26-00023341 with Getinge USA Sales, LLC, an independent contractor, containing nonstandard terms and conditions, for purchase of flixene vascular grafts from July 28, 2026 through July 27, 2027, in an amount not to exceed \$50,000, plus applicable fees and taxes –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

CA

- 22) Proposed retroactive Agreement with Teleflex LLC, an independent contractor, containing nonstandard terms and conditions, for purchase of an EZ Blocker Kit from July 23, 2026 through May 31, 2027, in an amount not to exceed \$60,000, plus applicable fees and taxes –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

CA

- 23) Proposed policy of the Medical Staff of Kern Medical Center titled Proctoring Requirements –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

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

- 25) Report on referral to staff from July 15, 2026 regarding monitoring costs and the return on investment related to the Electronic Health Record –
RECEIVE AND FILE

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

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

CA

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

CA

- 29) Claims and Lawsuits Filed as of July 31, 2026 –
RECEIVE AND FILE

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

- C-30) Kern Medical Surgery Center, LLC, Administrative Report –
RECEIVE AND FILE

- C-31) Proposed credentialing recommendations –
APPROVE

- C-32) Proposed retroactive Lease Agreement CFS-1015 with Canon Financial Services, Inc., an independent contractor, containing nonstandard terms and conditions, for Canon copier/scanner lease, maintenance and support, from August 1, 2026 through November 7, 2031, in an amount not to exceed \$29,421, plus applicable fees and taxes –
APPROVE; AUTHORIZE CHIEF EXECUTIVE OFFICER TO SIGN

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

ADJOURN TO CLOSED SESSION

CLOSED SESSION

- 33) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) –
- 34) PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) –

RECONVENE FROM CLOSED SESSION

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

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

SUPPORTING DOCUMENTATION FOR AGENDA ITEMS

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

AMERICANS WITH DISABILITIES ACT (Government Code Section 54953.2)

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

CA

29) CLAIMS AND LAWSUITS FILED AS OF JULY 31, 2026 –
RECEIVE AND FILE

- A) Claim in the matter of Michael J. Jameson
- B) Summons and Complaint in the matter of Adam Gotts, by and through his Guardian ad Litem, Julia Kozyr, Plaintiff, v. Kern County Hospital Authority; Michael Eagan, M.D.; Ghassam Abuhamad, M.D.; Thomas Le, P.A.-C; Sandra Ortega, R.N.; Stephanie, Lemus, R.N.; Arsheel Deol, R.N.; and DOES 1 through 25, Defendants, Kern County Superior Court Case No. 26CUB02439



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
July 15, 2026**

11:30 A.M.

BOARD RECONVENED

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

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

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

BOARD ACTION SHOWN IN CAPS

PUBLIC PRESENTATIONS

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

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

DIRECTOR BERJIS THANKED BOARD MEMBERS WHO ATTENDED THE ANNUAL RECOGNITION DINNER FOR GRADUATING RESIDENTS AND FELLOWS; ON JULY 1, KERN MEDICAL CENTER WELCOMED ITS NEWEST AND LARGEST CLASS OF INTERNS AND FELLOWS; THIS YEAR MARKS 70 YEARS OF GRADUATE MEDICAL EDUCATION AT KERN MEDICAL CENTER

PUBLIC REQUESTS

- 3) Request of Renee Villanueva, Executive Director, Kern County Hospital Authority Community Health Center (CHC), to present the CHC annual report –
CHIEF AMBULATORY AND OUTREACH OFFICER AND CHC EXECUTIVE DIRECTOR RENEE VILLANUEVA HEARD REGARDING THE ANNUAL CHC REPORT; DIRECTOR BERJIS ASKED WHEN HRSA WILL RETURN FOR A POST-DESIGNATION REVIEW; MS. VILLANUEVA RESPONDED; RECEIVED AND FILED
Pelz-Merz; 6 Ayes; 1 Absent - Pollard

ITEMS FOR CONSIDERATION

CA

- 4) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on June 17, 2026 –
APPROVED
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 5) Proposed Quote with Stryker Sports Medicine, an independent contractor, containing nonstandard terms and conditions, for purchase of surgical positioning equipment and instrument tray rentals from July 15, 2026 through July 16, 2029, in an amount not to exceed \$60,000, plus applicable fees and taxes –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 109-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 6) Proposed Quote with NeurOptics, Inc., an independent contractor, containing nonstandard terms and conditions, for pupillometer warranty services from July 15, 2026 through July 14, 2028, in an amount not to exceed \$2,500 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 110-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 7) Proposed Amendment No. 3 to Agreement 102-2023 with Aspen Street Architect, an independent contractor, for architectural design services for the period August 16, 2023 through August 15, 2026, increasing the maximum payable by \$700,000, from \$2,800,000 to \$3,500,000, to cover the term –

MADE FINDING THAT PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302, AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 111-2026

Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 8) Proposed Change Order No. 1 to Agreement 039-2026 with McMurtrey Lince, Inc., an independent contractor, for construction services related to the installation of the Nurse Call System, increasing the maximum payable by \$39,379, from \$375,775 to \$412,154 to cover the cost of the project –

MADE FINDING THAT PROJECT IS EXEMPT FROM FURTHER CEQA REVIEW PER SECTIONS 15301, 15302, AND 15061(B)(3) OF STATE CEQA GUIDELINES; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 112-2026

Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 9) Proposed retroactive Service Repair Quote 7000501023 with Acist Medical Systems, Inc., an independent contractor, for the repair of a contrast injector, effective June 11, 2026, in an amount not to exceed \$3,500, plus applicable fees and taxes –

APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN AGREEMENT 113-2026

Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 10) Proposed Quote Q-02058339 with Olympus America Inc., an independent contractor, for purchase of an endobronchial and endoscopic ultrasound system, in an amount not to exceed \$423,234, plus applicable fees and taxes –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 114-2026

Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 11) Proposed Amendment No. 1 to Agreement 10426 with Gian A. Yakoub, D.O., a contract employee, for professional medical and administrative services in the Department of Pathology for the period March 1, 2026 through February 28, 2029, increasing the annual salary from \$495,000 to \$550,000, and increasing the maximum payable by \$155,000, from \$1,495,000 to \$1,650,000, to cover the term –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 115-2026

Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 12) Proposed Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology for the period August 1, 2023 through July 31, 2026, extending the term for three years from August 1, 2026 through July 31, 2029, increasing the base salary by 1.15 percent annually, and increasing the maximum payable by \$2,000,000, from \$2,000,000 to \$4,000,000, to cover the extended term –

APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 116-2026

Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 13) Proposed Agreement with Barkat Ali, M.D., a contract employee, for professional medical services in the Department of Surgery from August 1, 2026 through July 31, 2029, in an amount not to exceed \$3,000,000, plus applicable benefits –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 117-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 14) Proposed Amendment No. 3 to Agreement 100-2023 with Mohammed A.S. Molla, M.D., for professional medical and administrative services in the Department of Psychiatry for the period August 16, 2023 through August 15, 2028, adding payment of \$173 per hour for clinical hours worked in excess of 40 hours per week –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 118-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 15) Proposed retroactive Amendment No. 3 to Agreement 23917 with Foundation for Medical Care of Kern County, and independent contractor, for access to provider network services related to the Kern Medical Center self-insured workers' compensation program for the period July 1, 2017 through June 30, 2026, extending the term for three years from July 1, 2026 through June 30, 2029, and increasing the maximum payable by \$100,000, from \$150,000 to \$250,000, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 119-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 16) Proposed resolution revising the Kern County Hospital Authority Pension Plan for Physician Employees' Pension Committee membership –
APPROVED; ADOPTED RESOLUTION
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 17) Proposed Change Order No. 2 to Agreement 052-2025 with Hillrom, Inc., a subsidiary of Baxter Health Corporation, an independent contractor, for additional labor, materials and equipment to complete the nurse call light project, increasing the maximum payable by \$21,745, from \$1,394,405 to \$1,416,150, to cover the cost of additional services –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 120-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 18) Proposed Quote Q-00263880 with Change Healthcare Technologies, LLC, an independent contractor, containing nonstandard terms and conditions, for purchase of InterQual® software for case management and quality review from August 15, 2026 through August 14, 2029, in an amount not to exceed \$122,174, plus applicable fees and taxes –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 121-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 19) Report on upcoming anticipated retroactive agreements –
RECEIVED AND FILED
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

CA

- 20) Proposed Amendment No. 8 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 July 24, 2026, extending the term from July 25, 2026 through August 21, 2026, and increasing the maximum payable by \$60,000, from \$8,451,435 to \$8,511,435, to cover the extended term –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 122-2026
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard
- 21) Proposed resolution adopting a new policy addressing a disruption of telephonic or internet services during meetings of the Board of Governors –
VICE PRESIDENT & GENERAL COUNSEL KAREN S. BARNES HEARD REGARDING ADOPTION OF THE POLICY; APPROVED; ADOPTED RESOLUTION 2026-006
Stout-Pelz; 6 Ayes; 1 Absent - Pollard
- 22) Proposed Business Agreement CPQ-4351275 with Cerner Corporation, a subsidiary of Oracle America, Inc., an independent contractor, containing nonstandard terms and conditions, to supersede Cerner Business Agreement 2016-36 for use, maintenance, and future upgrades to the Electronic Health Record, effective July 15, 2026 –
CO-CHIEF INFORMATION OFFICER SANDRA BAKICH HEARD; DIRECTOR BERJIS REQUESTED MS. BAKICH RETURN IN AUGUST WITH A REPORT ON HOW STAFF WILL AVOID THE SAME OR SIMILAR MISSTEPS THAT WERE ENCOUNTERED WITH THE CURRENT ELECTRONIC HEALTH RECORD; DIRECTOR PELZ EXPRESSED CONCERN WITH THE TERMINATION PROVISION, THE LACK OF PERFORMANCE STANDARDS AND THE REQUIREMENT TO PAY THE ENTIRE CONTRACT PRICE IF TERMINATED EARLY; DIRECTOR MCLAUGHLIN ASKED IF EFFICIENCIES HAD BEEN ANALYZED; DIRECTOR ANDERSON INQUIRED ABOUT CLOUD-BASED SECURITY; DIRECTOR BERJIS ASKED WHO OWNS THE DATA IN THE CLOUD; CHIEF EXECUTIVE OFFICER SCOTT THYGERSON AND MS. BAKICH RESPONDED; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 123-2026
Berjis-Merz; 5 Ayes; 1 No - Pelz; 1 Absent - Pollard
- 23) Proposed Ordering Document CPQ-4351275, CPQ-4353139, CPQ-4353141, CPQ-4352791, CPQ-4352887, CPQ-4353148, CPQ-4353325, CPQ-4349060 with Oracle America, Inc., an independent contractor, containing nonstandard terms and conditions, for continued support of the Electronic Health Record (EHR), and the addition of cloud-based services, artificial intelligence (AI) capabilities, and implementation and consulting resources to support optimization and future growth of the EHR from July 15, 2026 through December 14, 2034 in an amount not to exceed \$66,165,750 –
CO-CHIEF INFORMATION OFFICER SANDRA BAKICH HEARD; DIRECTOR BERJIS REQUESTED THE BOARD BE PRESENTED WITH AN ANALYSIS OF THE RETURN ON INVESTMENT WHEN ASKING FOR ADDITIONAL DOLLARS IN THE FUTURE; DIRECTOR ANDERSON ASKED THAT ALL FUTURE REQUESTS FOR ADDITIONAL DOLLARS BE PLACED OFF CONSENT ON THE AGENDA; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 124-2026; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN IMPLEMENTING DOCUMENTS
Anderson-Berjis; 5 Ayes; 1 No - Pelz; 1 Absent - Pollard

- 24) Kern County Hospital Authority Chief Financial Officer report –
CHIEF FINANCIAL OFFICER ANDREW CANTU HEARD; DIRECTOR ANDERSON ASKED
ABOUT THE STATUS OF THE FQHC REIMBURSEMENT RATING AND THE REASON FOR
THE RECENT DRAW FROM THE LINE OF CREDIT; MR. CANTU RESPONDED; RECEIVED
AND FILED
Merz-Pelz; 6 Ayes; 1 Absent - Pollard
- 25) Kern County Hospital Authority Chief Executive Officer report –
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON HEARD; RECEIVED AND FILED
Stout-Merz; 6 Ayes; 1 Absent - Pollard
- CA
26) Monthly report on What's Happening at Kern Medical Center –
RECEIVED AND FILED
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard
- CA
27) Miscellaneous Correspondence as of June 30, 2026 –
RECEIVED AND FILED
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard
- CA
28) Claims and Lawsuits Filed as of June 30, 2026 –
RECEIVED AND FILED
Pelz-Anderson; 6 Ayes; 1 Absent - Pollard

ADJOURNED TO CLOSED SESSION
Berjis-Pelz

CLOSED SESSION

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

RECONVENED FROM CLOSED SESSION
Berjis-Anderson

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

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

Item 30 Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, AUGUST 19, 2026 AT 11:30 A.M.
Anderson

/s/ Mona A. Allen
Authority Board Coordinator

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

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

SUBJECT: Proposed Conflict of Interest Code for Kern County Hospital Authority

Recommended Action: Approve; Refer to Kern County Board of Supervisors for Approval

Summary:

The enabling county ordinance at section 2.170.102 requires the Hospital Authority and its officers and directors to conduct activities in a manner this is in conformity with the laws of the state of California as they pertain to conflicts of interest, including, but not limited to the Political Reform Act (Gov. Code, § 81000 et seq.), financial interests involving contracts (Gov. Code, § 1090), common law conflicts of interest,¹ and incompatible activities.²

The purposes of this policy are: (1) to preserve the integrity of the decision-making process of the Hospital Authority, (2) to prevent intentional or inadvertent participation in the decision-making process by persons having an actual or apparent conflict of interest, (3) to promote compliance with the process by which conflicts of interest are disclosed and managed in accordance with state laws, and (4) to prevent violations of state conflict of interest laws.

The attached conflict of interest code has been updated with new positions and adds Members of the Pension Committee as Form 700 filers. The Pension Committee is appointed by your Board to administer the Kern County Hospital Authority Defined Contribution Plan for Physician Employees, to ensure prompt delivery of benefits and to hold the Plan's assets for the exclusive purposes of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan. These individuals are required to file a Form 700 pursuant to Government Code Section 87200. The proposed revisions have been reviewed and approved as to legal form by Counsel.

Therefore, it is recommended that your Board approve the conflict of interest policy for the Kern County Hospital Authority and refer the policy and code to the Kern County Board of Supervisors for approval.

¹ Each member of the Hospital Authority Board of Governors and officers shall discharge his or her duties with integrity and fidelity and may not let private interests influence public decisions.

² In accordance with Section 101855(o) of the Health and Safety Code, a member of the Hospital Authority's administrative staff shall not be considered to hold an incompatible office or to be engaged in activities inconsistent and incompatible with his or her duties as a result of his or her employment or affiliation with the County of Kern or an agency of the County.

	Department: Administration			
	Policy No. ADM-LD-700	Effective Date: June 2026	Review Date: June 2028	Page 1 of 6 (with addendum)
Title: Conflict of Interest				

POLICY STATEMENT:

It is the policy of Kern County Hospital Authority (“Hospital Authority”) to provide for a process for the disclosure and management of conflicts of interest which may exist for persons with positions of trust and responsibility in the governance and management of the Hospital Authority, and to assure that state law provisions¹ relating to such conflicts are followed. In order to safeguard independent judgment and action in business decisions, each person entrusted with a key position of responsibility in the Hospital Authority has a duty to disclose actual or potential conflicts of interest, to avoid acting out of any actual or apparent conflict of interest which may arise from personal financial interests in entities which may conflict with the Hospital Authority’s best interests. The purposes of this policy are: (i) to preserve the integrity of the decision-making process of the Hospital Authority, (ii) to prevent intentional or inadvertent participation in the decision-making process by persons having an actual or apparent conflict of interest, (iii) to promote compliance with the process by which conflicts of interest are disclosed and managed in accordance with state laws, and (iv) to prevent violations of state conflict of interest laws.

DEFINITIONS:

For purposes of this policy, the definitions set forth in the California Political Reform Act (Gov. Code, § 81000 et seq.) shall apply unless otherwise stated.

- A. “Covered Individual” means those individuals identified in the attached Appendix A.
- B. “Indirect investment or interest” means any investment or interest owned by the spouse or dependent child of the Covered Individual, by an agent on behalf of the Covered Individual, or by a business entity or trust in which the Covered Individual, or Covered Individual’s agent, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

1.0 ACTS CONSTITUTING CONFLICT OF INTEREST

- A. No Covered Individual shall engage in any employment, activity or enterprise that results in any of the following:
 - 1. Using the prestige or influence of a Hospital Authority office or employment for private gain or advantage, or the private gain or advantage of another;
 - 2. Using Hospital Authority time, facilities, equipment or supplies for the Covered Individual’s private gain or advantage, or the private gain or advantage of another;

¹ Government Code section 1090; Government Code section 81000 et seq.

3. Using confidential information acquired by virtue of Hospital Authority office or employment for the Covered Individual's private gain or advantage, or the private gain or advantage of another;
 4. Receiving or accepting money or any other consideration from anyone other than the Hospital Authority for the performance of an act which the Covered Individual would be required or expected to render in the regular course or hours of office or employment or as part of duties as a Covered Individual;
 5. Performance of an act in other than the Covered Individual's capacity knowing that such act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the Covered Individual or by the Hospital Authority;
 6. Make, participate in making or in any way attempt to use the Covered Individual's position to influence a governmental decision (other than a decision affecting an employee's wages, hours, or working conditions) in which the Covered Individual knows or has reason to know that the Covered Individual has a financial interest; or
 7. Non-Hospital Authority employment or self-employment outside of regular working hours which involves such time demands or services of such a character as to impair effectiveness of Hospital Authority employment.
- B. Any violation of the provisions contained in the aforementioned section shall constitute sufficient grounds for disciplinary action up to and including termination of employment.

2.0 EXEMPTION FOR CERTAIN PHYSICIAN SERVICES

Those physicians rendering professional services to Kern Medical Center or other Hospital Authority businesses under contract authorizing billing for services to non-indigent patients shall not be deemed to be in violation of the provisions of Section 1.0 of this policy in billing for such services so rendered.

3.0 POST-EMPLOYMENT RETRICTIONS REGARDING REPRESENTATION, APPEARANCE OR COMMUNICATION

- A. Employees classified as management, mid-management or confidential, shall not, for a period of one year after leaving employment, act as agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to the Hospital Authority or a present member of the Board of Governors or any officer or employee of the Hospital Authority if the appearance or communication is made for the purpose of influencing administrative action, or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.
- B. Subsection A shall not apply to any individual who is, at the time of the appearance or communication, a board member, officer, or employee of a local government agency or an employee or representative of any other public agency and is appearing or communicating on behalf of that agency.
- C. The following definitions shall apply for purposes of Sections 3.0 and 4.0 only:
1. "Administrative action" means the proposal, drafting, development, consideration, amendment, enactment, or defeat by the Hospital Authority of any matter, including any rule, regulation, or other action in any regulatory proceeding, whether quasi-legislative or quasi-judicial. Administrative action does not include any action that is solely ministerial.
 2. "Legislative action" means the drafting, introduction, modification, enactment, defeat, approval, or veto of any ordinance, amendment, resolution, report, nomination, or other matter by the Board of Governors or by any committee or subcommittee thereof, or by a member of the Board of Governors acting in his or her official capacity.

3. "Person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.

- D. This Section and Section 4.0 are adopted in accordance with Government Code section 87406.3(c).

4.0 POST-EMPLOYMENT RESTRICTIONS REGARDING AID, ADVICE OR COUNSEL

Employees classified as management, mid-management or confidential, shall not, for a period of one year after leaving that office or employment, for compensation, aid, advise, counsel, consult or assist any other person regarding an appearance or communication which the official or employee would be prohibited from making under Section 3.0.

5.0 CONFLICT OF INTEREST CODE

- A. The Political Reform Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730), which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure categories shall constitute the conflict of interest code of the Hospital Authority.
- B. Designated Covered Individuals identified in the attached Appendix A shall file statements of economic interests (Form 700) with the Hospital Authority, who will make the statements available for public inspection and reproduction. (Gov. Code, § 81008.) Upon receipt of the statements of the Chairman and Members of the Board of Governors of the Hospital Authority, the Hospital Authority shall make and retain a copy and forward the original of these statements to the Board of Supervisors of the County of Kern. Statements for all other designated Covered Individuals shall be retained by the Hospital Authority.
- C. Government Code Section 87306.5 requires local agencies, which includes the Hospital Authority to submit to their code reviewing body, which, in the case of the Hospital Authority is the Kern County Board of Supervisors, a biennial report identifying changes in its conflict of interest code, or a statement that their code is not in need of amendment. An amendment is required to: (1) include new positions (including consultants) that must be designated; (2) revise the titles of existing positions; (3) deleted titles of positions that have been abolished; (4) deleted positions that manage public investments from the list of designated positions; (5) revise disclosure categories; and (6) other. No amendment is required if the Hospital Authority's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property and sources of income that may foreseeably be affected materially by the decisions made by those designated positions; and the code includes all other provisions required by Government Code Section 87302. Such report shall be submitted no later than October 1 of each even-numbered year. (Gov. Code, § 87306.5(a).) When completed, the report must be mailed to the Clerk of the Board of Supervisors.

KEY WORDS: conflict of interest

OWNERSHIP (Committee/Department/Team) Administration ORIGINAL REVIEWED, NO REVISIONS Jun 2020 REVISED June 2026, Jan. 2025, Aug. 2024, Sept. 2022, Dec. 2019, Oct. 2018, Oct. 2016 APPROVED BY COMMITTEE Kern County Board of Supervisors DISTRIBUTION Administrative Manual REQUIRES REVIEW Aug. 2028	
June 2026 Administrative Signature of Approval Date	June 2026 Signature of Approval Date

APPENDIX A

CONFLICT OF INTEREST CODE KERN COUNTY HOSPITAL AUTHORITY DESIGNATED COVERED INDIVIDUALS

Designated Covered Individuals Assigned to Category 1

Assistant General Counsel
Chief Ambulatory and Outreach Officer
Chief Executive Officer
Chief Financial Officer
Chief Operating Officer
Executive Director, Community Health Center (new)
Hospital Counsel
Vice President & General Counsel
Consultants *

Designated Covered Individuals Assigned to Category 2:

Accountant II and III
Chief Information Officer
Chief Medical Officer
Chief Nursing Officer
Chief Transformation Officer
Contracts Compliance Specialist
Credit Card Holders (all)
Decision Support Specialist (formerly Decision Support Consultant)
Director, Cardiopulmonary Services (new)
Director, Care Coordination
Director, Clinical Laboratory Services (new)
Director, Marketing and Communications (formerly Director, Communications)
Director, Outpatient Quality (new)
Director, Patient Access
Director, Patient Accounting
Director, Performance Improvement
Director, Pharmacy Programs and Education
Director, Population Health
Director, Radiology and Imaging Studies
Director, Security and Emergency Management
Director, Whole Person Care
Director, Community Health and Wellness (formerly Executive Director, Community Health Center)
Executive Director, Foundation (new)
Senior Director, Ancillary Services (formerly Director, Pharmacy Services)
Senior Director, Facilities
Senior Director, Finance
Senior Director, Health Information Services
Senior Director, Physician Enterprise (Physician Enterprise Manager)
Senior Director, Physician Recruitment (formerly Director, Physician Recruitment)
Senior Director, Physician Relations and Strategy (new)
Vice President, Development (formerly Vice President, Strategic Development)
Vice President, Human Resources

Designated Covered Individuals Assigned to Category 3:

Associate Director of Medical Education
Authority Board Coordinator
Clinical Directors (all)
Director, Business Development (new)
Director, Human Resources
Director, Practice Management (new)
EVS Director
Fiscal Support Supervisor (assigned to General Accounting or Accounts Payable)
Front End Revenue Cycle Manager – EMR
Front End Revenue Cycle Manager – Inpatient and Emergency Department
Front End Revenue Cycle Manager – Patient Financial Counseling and Outpatient Clinics
Front End Revenue Cycle Manager – Pre-registration and Authorization
Hospital Materials Director
Hospital Materials Manager
Hospital Payroll Manager
Managed Care Consultant (contract service)
Manager, Biomedical Engineering (new)
Manager of Finance (new)
Materials Management Operations Manager
Medical Staff Department Chairs (all)
Medical Staff Division Chiefs (all)
Medical Staff Officers (elected officers only)
Patient Access Services Supervisor
Physician Enterprise Consultant
Revenue Cycle AR Manager (formerly Revenue Cycle AR Administration Manager)
Revenue Cycle AR Inventory Manager
Revenue Cycle Billing Manager (new)
Revenue Cycle Systems Support Manager
Risk Manager (Non-clinical)
Senior Director, Foundation Operations (new)
Special Projects Manager
Therapy Services Manager

The following positions are required to file pursuant to Government Code § 87200, and therefore, are listed for informational purposes only:

Chairman and Members of the Board of Governors (appointed by Board of Supervisors)
Chairman and Members of the Community Health Center Board of Directors
Members of the Pension Committee

*Consultants shall be included in the list of designated Covered Individuals and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Chief Executive Officer may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in the Kern County Hospital Authority Conflict of Interest Code. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer’s determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code.

DISCLOSURE CATEGORIES

Category 1. Full Disclosure, Including Real Property Disclosure.

Designated covered individuals assigned to this category must report: All sources of income, including gifts, loans, and travel payments, interests in real property, and investments and business positions in business entities.

Category 2. Broad Disclosure, Excluding Real Property Disclosure.

Designated covered individuals assigned to this category must report: Business positions in business entities, investments in business entities, and sources of income, including gifts, loans, and travel payments, from entities of the type that provide supplies, machinery, equipment, or services of the type utilized by the Authority.

Category 3. Limited Disclosure.

Designated covered individuals assigned to this category must report: Business positions in business entities, investments in business entities, and sources of income, including gifts, loans, and travel payments, from sources of the type that provide supplies, machinery, equipment, or services of the type utilized by the division subject to the authority of the designated covered individual.

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

August 19, 2026

Subject: Service Agreement with Drager, Inc.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed Service Agreement (JM-105 Premium Care Package (PC4I)) with Drager, Inc. in an amount not to exceed \$15,000 for 3 years with Drager. Under this proposed Agreement, the vendor will provide services to four (4) Bilirubinometers, devices used to measure bilirubin levels, an indicator of jaundice, in newborns. This vendor was chosen as it is the manufacture of the meters. The Agreement is effective for a period of three years, from August 19, 2026 through August 18, 2029.

Counsel is unable to approve the terms as they are the unmodified terms of the vendor. The terms include limited liability, a waiver of jury trial, and governing law of Pennsylvania among others. Despite negotiations, counsel was unsuccessful in negotiating these terms.

Therefore, it is recommended that your Board approve the Service Agreement (JM-105 Premium Care Package (PC4I)) with Drager, Inc., from August 19, 2026 through August 18, 2029, in an amount not to exceed \$15,000, and authorize the Chairman to sign.

**Customer Location**

KERN MEDICAL CTR
1700 MOUNT VERNON AVE
BAKERSFIELD, CA 93306-4018

QUOTE # 91216415 46160 KS RNACCOUNT # **91216415****Billing**

KERN COUNTY HOSPITAL AUTHORITY
PO BOX 3519
BAKERSFIELD, CA 93385-3519

ACCOUNT # **91040856**

PREPARED DATE	May 18, 2026		AGREEMENT PERIOD:		August 8, 2026	August 7, 2029
PREPARED BY	KRISTIN SPENCE		3	Years	Start Date	End Date

Quote Summary

	Total	\$ 4,944.00	\$ 4,944.00	\$ 4,944.00			3 Year Total		\$14,832.00	
		Year 1	Year 2	Year 3			Quotation is valid for 60 days. Pricing could be subject to change after that time.			
Device	Quantity	8/2026 to 8/2027	8/2027 to 8/2028	8/2028 to 8/2029			Select Invoicing Preference			
JM-105 Premium Care Package* (PC4I)	4	\$ 4,944.00	\$ 4,944.00	\$ 4,944.00			☐ Yearly	☐ Every 6 Months	☐ Quarterly	☐ Monthly
ZONE TRAVEL MAINTENANCE- 1	1						Notes:			

Draeger, Inc. and Customer agree that the purchase of any service pursuant to this quote is subject to the terms and conditions under the quote summary and attached to this quote, which is incorporated by this reference.

No other printed terms and conditions on a purchase order, invoice, or other instrument shall apply to the sale and provision of service under this quote.

* The Primary point of contact for service notifications, and receipt of shipping labels/service bridge units is:
[Red Libao, 661-326-2580, Redentor.Libao@kernmedical.com](mailto:Redentor.Libao@kernmedical.com)

Revised 4/21/2026



Customer Location

KERN MEDICAL CTR
1700 MOUNT VERNON AVE
BAKERSFIELD, CA 93306-4018

QUOTE # 91216415 46160 KS RN

Billing

KERN COUNTY HOSPITAL AUTHORITY
PO BOX 3519
BAKERSFIELD, CA 93385-3519

ACCOUNT # **91216415**

ACCOUNT # **91040856**

DRAEGER, INC.

Signed By: Colleen Opdyke Digitally signed by Colleen Opdyke
Date: 2026.06.04 09:52:03 -04'00'
Print name: _____
Title: Sr Manager, Service Operations
Date: 6/4/2026

CUSTOMER:

Signed By: _____
Print name: _____
Title: _____
Date: _____

DRAEGER, INC.

Signed By: Stacey Clary - Lead Contract Rep. Stacey Clary - Lead Contract Rep.
Date: 2026.06.04 09:52:03 -04'00'
Print name: Stacey Clary
Title: Lead Contract Rep.
Date: 6/3/2026

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Phillip Jenkins
Kern County Hospital Authority

Customer Location

KERN MEDICAL CTR
1700 MOUNT VERNON AVE
BAKERSFIELD, CA 93306-4018

QUOTE # 91216415 46160 KS RN

Billing

KERN COUNTY HOSPITAL AUTHORITY
PO BOX 3519
BAKERSFIELD, CA 93385-3519

ACCOUNT # **91216415**

ACCOUNT # **91040856**

Quote Summary

Our Maintenance Agreement Programs go beyond just performing the required maintenance. We continuously review and update our contracted equipment to comply with current OEM standards. This provides peace of mind that the equipment is operating at optimum performance.

DrägerService® Standards

Includes

- Contact Dräger at 1-800-437-2437 for emergency service. Email support at US-medical@draeger.com
- Contract Response Time - Emergency, Warranty, and Contracted maintenance services are all scheduled by our Customer Support Center. Service requests are all based on the assigned level of the dispatch, with emergency dispatches of equipment receiving the highest priority. Repair services are available 24 hours a day, seven days a week where applicable.
- Telephone Response Times – Upon the customer contacting our Customer Support center for a service request, the customers can expect a return phone call from our field technician within two hours. The service technician will review the service issue with the customer and establish an arrival time for the repair.
- On-site Response Times – Based on the priority of the service issue, the customers can expect that we are on site by the next business day or as mutually agreed. Our goal is to return a down piece of equipment on the first call or by the next business day. Multi Brand Service's may vary by OEM & product.
- Documentation - Upon completion, the services performed will be documented on the work orders and provided by Draeger Field Service .
- Anesthesia Equipment – Concentration Verification of Vaporizers mounted on Dräger anesthesia equipment is included with our service programs.
- Trace Gas Survey (if identified in the "Schedules of Included Equipment") - Survey provided shall consist of high and low pressure nitrous oxide leak and breathing zone test. Survey determines anesthetic gas distribution patterns, and determine if scavenger systems are functioning properly.
- Dräger Jaundice Meter JM-105 (if identified in the "Schedules of Included Equipment"). Calibration service is provided by Draeger Global Service Center located in Telford, PA. ***Only applicable for the PC4I package*** In the event the bridge unit is not returned within [14] days after customer receipt of calibrated customer unit, customer will be billed for full cost of the device at then Draeger's current list price. Bridge units are made available for device calibration purposes only and are not applicable to repairs. In the event of misuse, improper handling, unauthorized modifications resulting in damage of Draeger owned JM-105 bridge units, Draeger shall invoice Customer for the cost of the associated repair or replacement expenses.
- Software updates and labor to install updates (updates are made available based on the configuration of the unit). Draeger Devices Only.

PreventiveCare w/PM Parts

PreventiveCare w_PM Parts is a proactive planned maintenance service program designed to ensure the ongoing reliability and performance of contracted equipment.

Includes

- Scheduled labor and travel to perform the OEM's Periodic Manufacturer's Certification, electrical safety checks, and software updates (Draeger Devices Only).
- Planned maintenance parts and/or kits that are identified in the OEM's Periodic Manufacturer's Certification.
- Preferred labor and travel discounts for unscheduled emergency repair service -
- Repair parts and Consumables are available at an additional charge -

Discounted	10%
Discounted	15%

KERN MEDICAL CTR

QUOTE # 91216415 46160 KS RN

Schedule A

Schedule of Equipment							Year 1	Year 2	Year 3
Device	Serial Number	Service Program	inspections / Billings	Contract Start Date	Inspection Start Month	Contract End Date	8/2026 to 8/2027	8/2027 to 8/2028	8/2028 to 8/2029
JM-105 Premium Care Package* (PC4I)	H2507947	PreventiveCare w/PM Parts	3	8/8/2026	August-26	8/7/2029	\$ 1,236.00	\$ 1,236.00	\$ 1,236.00
JM-105 Premium Care Package* (PC4I)	H2512824	PreventiveCare w/PM Parts	3	8/8/2026	August-26	8/7/2029	\$ 1,236.00	\$ 1,236.00	\$ 1,236.00
JM-105 Premium Care Package* (PC4I)	H2508838	PreventiveCare w/PM Parts	3	8/8/2026	August-26	8/7/2029	\$ 1,236.00	\$ 1,236.00	\$ 1,236.00
JM-105 Premium Care Package* (PC4I)	H2510888	PreventiveCare w/PM Parts	3	8/8/2026	August-26	8/7/2029	\$ 1,236.00	\$ 1,236.00	\$ 1,236.00
Grand Total							\$ 4,944.00	\$ 4,944.00	\$ 4,944.00

DRAEGER, INC. TERMS AND CONDITIONS OF SALE (MEDICAL SERVICE ONLY)

1. GENERAL. These terms and conditions are integral to the agreement governing the sale and purchase of service ("Service") between the seller, Draeger, Inc. ("Draeger") and the purchaser ("Customer"). The agreement governing this sale and purchase of Service ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date the applicable Purchase Order ("PO") is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quote ("Quote"), and (iv) any PO submitted by Customer with respect to a Quote; provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with, the other provisions of this Agreement.

2. PRICES.

(a) Prices are as stated in the Contract Document. If no Contract Document is in effect at the time of the order is fulfilled, the prices shall be as stated on the applicable Quote; provided, that such Quote is valid at that time. In all other cases, prices are those currently in effect on Draeger's standard price list. Prices exclude charges for insurance, taxes, excises, fees, duties, or other charges related to Service. Customer shall bear the cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license or similar fees, which may be imposed upon the sale, use, or performance of the Service.

(b) Draeger may adjust the prices hereunder (a "Price Adjustment") pursuant to a proposed Price Adjustment notice (the "Price Adjustment Notice"). Draeger shall provide the Price Adjustment Notice to Customer, no less than ninety (90) days' in advance of a proposed Price Adjustment (the "Price Adjustment Notice Period"). If the Customer objects to the proposed Price Adjustment during the Price Adjustment Notice Period, then, notwithstanding anything else in this Agreement to the contrary, Draeger may cancel this Agreement upon sixty (60) days' notice without penalty (a "Price Termination Notice"). During the Price Termination Notice period, the Customer may continue to purchase Services at the then current Price. If the Customer does not object to the proposed Price Adjustment during the proposed Price Adjustment Notice Period, then the Customer is deemed to have accepted the proposed Price Adjustment and such proposed Price Adjustment shall go into effect on the date stated in the proposed Price Adjustment Notice. Draeger shall fill all purchase orders received prior to the effective date of the Price Adjustment, or the termination of this Agreement, at the then current Prices. Draeger may only provide for a Price Adjustment one time in any twelve (12) month period. An updated Price schedule containing the Price Adjustment shall be affixed to this Agreement and any purchases made by the Customer under the new updated Price schedule constitutes acceptance thereof. Unless otherwise agreed to by Draeger and the Customer, all of the terms, conditions and provisions of this Agreement shall continue unchanged and remain in full force and effect. A Price Adjustment does not obligate any of the parties to agree to any other modification of this Agreement.

3. PAYMENT TERMS.

(a) Unless otherwise agreed in writing, Customer shall make payment in full without any set-off (for any reason) no later than thirty (30) days from the date of invoice in United States Dollars ("USD").

(b) Notwithstanding the foregoing, payment on advance orders paid by credit card shall be charged and paid for at that time of the order. All payments made with personal credit cards may include an administrative fee of up to 2.8% of the value on the invoice. Payments made through corporate purchasing credit cards may include an administrative fee of up to 2.5% of the value on the invoice.

(c) Draeger reserves the right in the event of late payment: (i) to suspend Service or to cancel any of its outstanding obligations under this Agreement; or (ii) to charge interest on the late payment calculated on a day-to-day basis until the actual date of payment at the lower of (A) an annual rate of 12% or (B) the maximum rate allowed by law. Such remedies are in addition to any other rights or remedies available to Draeger under the law.

(d) If Customer pays less than the full amount due, the payment will be applied toward the outstanding balance. Draeger's acceptance of part of the amount due shall not interfere with Draeger's right to recover the balance of the amount due or right to pursue any other right or remedy under the law.

(e) All POs are subject to credit approval by Draeger.

4. DELAY OR FAILURE TO PERFORM OBLIGATIONS.

(a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, or employees.

(b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God, war, terrorist threats or acts, civil disturbance, fire, or other casualty, pandemic, strike, labor dispute, or unavailability of labor, carriers, raw materials, power, or supplies. The performance of the Services may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

5. WARRANTY.

(a) Service. Draeger warrants that the Service shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Draeger in writing within 90 days of the completion of Service. Customer's remedy for breach of

Service warranty is limited to reperformance or credit or refund, at the sole option of Draeger.

(b) *No Other Warranties.* THE WARRANTIES IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO SERVICE. DRAEGER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, THIRD-PARTY NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. DRAEGER DOES NOT WARRANT OR GUARANTEE THAT ANY SERVICE WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, DRAEGER DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF SERVICE AS IMPACTED BY SUCH NETWORK CONNECTION.

6. INDEMNITY. To the extent permitted under applicable law, Draeger and Customer (each as "Indemnitor") shall indemnify the other Party and its affiliates (collectively "Indemnitee") from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, but only to the extent caused by the Indemnitor's negligence or willful misconduct. No part of Customer's sites is considered third-party property for purposes of this indemnity. Indemnitee shall provide Indemnitor with prompt written notice of any third-party claims covered by this Section 11. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense or settle the claim on the Indemnitee's behalf; subject to Indemnitee's consent, which shall not be unreasonably withheld or delayed. Indemnitor shall not make any admissions that might be prejudicial to the Indemnitee.

7. INSURANCE. If during the term of this Agreement Draeger may need access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement and which names Draeger as an additional insured. Customer shall provide Draeger with 30 days advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's insurers and Draeger.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED, OR RECORDED DATA, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE SERVICE THAT GIVES RISE TO THE CLAIM.

9. DATA PROTECTION. The Parties agree to comply with any privacy and data protection laws, including without limitation the General Data Protection Regulation (GDPR), to the extent relevant to the exchange of data between the Parties or storage or exchange of data in connection with Service provided hereunder.

10. TERMINATION. In addition to any remedies that may be provided under these terms and conditions, Draeger may terminate this Agreement or any part thereof with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any obligations of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (names Draeger as an additional insured. Customer shall provide Draeger with thirty (30) days advance written notice in the event of a cancellation or iv) undergoes a change of control or ownership.

11. CONFIDENTIAL INFORMATION. All non-public, confidential, or proprietary information of Draeger disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure without any confidentiality or restriction on use; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

12. OTHER TERMS.

(a) **Compliance with Laws.** The Parties shall comply with all applicable laws and regulations.

(b) **Benefit and Assignment.** Neither Party may assign, subcontract, or delegate any rights or obligations under this Agreement, without the prior written consent of the other Party, unless otherwise stated in this Agreement. Notwithstanding the foregoing, Draeger may assign any of its rights and obligations under this Agreement to one of its affiliates without notice to, or consent of, Customer. This Agreement shall inure to and be binding on the Parties and their respective successors, permitted assigns, and legal

representatives. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(c) **Modification.** This Agreement may not be changed, modified, or amended, except in writing signed by duly authorized representatives of the Parties.

(d) **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a court of competent jurisdiction located in the Commonwealth of Pennsylvania. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. **EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.**

(e) **Integration and Survival.** This Agreement together with any attachments or other documents incorporated by reference herein, constitute the entire agreement. The terms of this Agreement that by their nature are intended to survive its expiration or termination will continue in full force and effect after its expiration or termination.

(f) **Severability; Headings.** No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

(g) **Waiver.** No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(h) **Relationship of the Parties.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) **Injunction.** Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Section 11 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) **Limitation of Actions.** Any action against Draeger arising out of this Agreement shall be commenced within one year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) **Notices.** Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention President with a copy to the same address to the attention of General Counsel (such copy shall not constitute service of process).

End of Terms and Conditions of Sale (Medical Service)

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

August 19, 2026

Subject: Proposed Master Service Agreement with Stericycle, Inc.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board approve the proposed Master Services Agreement, HealthTrust - HPG 2621 Exhibit A - G and HPG-31336, C-1 & C-2 with Stericycle, Inc., to allow Stericycle to continue providing a variety of waste disposal services at the main campus facility as well as for the outlying clinics.

The Agreement will be effective for a three-year term, from September 1, 2026 through August 31, 2029, in an amount not to exceed \$3,000,000.

Kern Medical wishes to continue with the variety of waste disposal services with Stericycle to ensure we meet our regulatory requirements. Their expertise has been a reliable service to Kern Medical with numerous successful annual inspections. Approval of this Agreement will provide continued success of all hazardous waste management and maintain functionality and support for all hazardous waste operations.

Therefore, it is recommended that your Board approve the proposed Master Service Agreement, HealthTrust - HPG 2621 Exhibit A - G and HPG-31336, C-1 & C-2 with Stericycle, Inc., to dispose of hazardous waste, effective September 1, 2026 for a three-year term, in an amount not to exceed \$3,000,000, and authorize the Chairman to sign.



We protect what matters.

HealthTrust - HPG 2621 & HPG-31336, C-1 & C-2 Master Service Agreement

Customer Billing Information:

Customer Name	Kern County	Billing Attention	
Address 1	1700 Mount Vernon Avenue	Billing Name	
Address 2		Contact Phone #	
City/State/Zip	Bakersfield, CA 93306	Contact Fax #	
Contact Title		Contact Email	

This master services agreement for waste disposal services ("Agreement") is entered into, and effective as of the first of the month after which the Agreement has been fully executed ("Effective Date") between Kern County (hereinafter referred to as "Customer"), for itself and on behalf of any of its operating subsidiaries, and Stericycle, Inc., a Delaware corporation, having a principal place of business at 2355 Waukegan Road, Bannockburn, Illinois 60015 (hereinafter referred to as "Stericycle" or "Vendor"). Customer and Stericycle may each be referred to as a "Party" under this Agreement or collectively as "Parties".

Services to be Provided		
☒ Regulated Medical Waste Disposal Treatment and disposal of medical and Bio-hazardous waste	☒ Sharps Disposal Management Comprehensive proactive sharps disposal service with reusable containers	☒ Full Service Controlled Substance Waste Disposal Full/Self-service solution for the proper disposal of controlled substances
☒ Pharmaceutical Waste Disposal Help characterize, segregate, transport and properly dispose of pharmaceutical waste	☒ Hazardous Waste Disposal Environmentally sound and flexible solution for all hazardous waste streams	☐ Medical Product Supplies On-demand product/supplies containers or Mail Back auto replenishment
Service Details are referenced in Corresponding Attachments included herein.		

Terms of Agreement: 60 Months

This Agreement is entered into in connection with that certain Purchasing Agreement, HPG-2621, dated December 1, 2023 (the "Purchasing Agreement") between HealthTrust Purchasing Group, L.P. ("HealthTrust") and Stericycle. The terms and provisions of the Purchasing Agreement are incorporated into this Agreement. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchasing Agreement. In the event of any conflict between this Agreement and the Purchasing Agreement, this Agreement shall supersede and control, unless expressly stated in this Agreement, however the rights and responsibilities between Vendor and HealthTrust shall not be modified in this Agreement. In no event shall any changes to the terms and conditions in this Agreement place Customer in a less favorable position than the terms and conditions in the Purchaser-Specific Agreement template attached as an exhibit to the Purchasing Agreement.

Note: This agreement contains obligations of mutual indemnification between Stericycle and you. Reference is made to section 8 of this agreement.

Customer consents to sharing a copy of this fully executed Agreement with HealthTrust.

By signing below, I acknowledge that I am Purchaser's authorized officer or agent and that I have the authority to bind Purchaser to this Agreement. Each of Stericycle and Purchaser agrees to be bound by the terms and conditions that appear in this Agreement and comply with Stericycle's Waste Acceptance Policies, which are integral parts of this Agreement.

Stericycle, Inc.

Representative Name: Denard Ward
 Representative Title: Area Sales Dir. WMHS
 Date: 8/10/2026
 Signature: *Denard Ward*

DocuSigned by:

 CTASED08FAEF485...

Customer

Customer Name: _____
 Signee Name: _____
 Signee Title: _____
 Date: _____
 Signature: _____
 GPO ID #: See Service Location Listing

STERICYCLE USE ONLY

Type of Agreement:	Affiliation Code: _____	LQ Record #:
Purchase Order #: _____	Segment Code: _____	LQ Contract #:

GPO Agreement: HPG-2621 & HPG-31336, C-1 & C-2 (GPO Agreement):

APPROVED AS TO FORM:
 Legal Services Department

TERMS AND CONDITIONS

1. Description of Services.

- (a) **Regulated Medical Waste Services** Stericycle shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-Conforming Waste) generated by Customer during the Term of this Agreement (hereinafter referred to as "Waste"). Stericycle employees may refuse containers that are determined to be or contain Non-Conforming Waste (defined below). Customer shall place only Regulated Medical Waste in the containers provided. "Regulated Medical Waste" shall be as defined by 49 CFR 173.134 or by any other federal, state, and local regulations. Customer warrants that the waste presented for disposal will not contain any "hazardous", "toxic", or "radioactive" wastes as defined by all applicable laws or regulations and shall be liable for any injury, loss or damage resulting from violations of such applicable law regarding disposal of "hazardous", "toxic" or "radioactive waste". Customer will be responsible for segregating all waste in accordance with federal, state, and local regulations. Customer shall be liable for any injury, loss or damage resulting from Non-Conforming Waste. "Non-Conforming Waste" means (1) fetal remains and human torsos, (2) radioactive, reactive, corrosive, ignitable, volatile or toxic wastes, wastes containing mercury and other heavy metals, batteries of any type, chemicals, solvents, and any and all other hazardous wastes and substances as defined in any applicable federal, state, county municipal, regulations and guidelines, (3) pharmaceutical materials (except to the extent that Stericycle gives prior written approval and the pharmaceuticals are packaged according to instructions provided), (4) bulk chemotherapy and bulk liquids, (5) improperly classified and/or improperly packaged Regulated Medical Waste, (6) any waste which does not fall within the definition of Regulated Medical Waste, and/or is not in accordance with the representations, warranties, descriptions, specifications or limitation set forth in this Agreement, (7) waste that contains infectious substances classified as Division 6.2, Category A infectious substances as described in 49 CFR 173.134, and (8) waste packaged in any container packaged for transport which exceeds the packaging drop-tested weight limit printed on the container. Stericycle's Waste Acceptance Policy ("WAP") contains additional guidelines requirements with respect to the Waste. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's WAP may also be obtained from your local Stericycle representative or at <https://www.stericycle.com/en-us/about-us/policies-positions>. Title to Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.

- (b) **Sharps Disposal Management.** Stericycle has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to Purchaser. Stericycle shall collect, transport, treat and dispose of all Sharps Waste (except Non-Conforming Waste) generated by Purchaser during the Term of this Agreement. Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the WAP. The term or "Sharps Waste" as used herein is defined, for the most part, in the context of existing federal and state regulations governing the management of "Regulated Medical Waste" ("RMW"). Specifically, for the purpose of this Agreement, "Sharps Waste" is defined as any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps include needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. Purchaser shall place only "Sharps Waste" into the containers provided. Purchaser warrants that the waste presented for disposal will not contain any "hazardous", "toxic", or "radioactive" wastes as defined by all applicable laws or regulations and shall be liable for any injury, loss or damage resulting from violations of such applicable law regarding disposal of "hazardous", "toxic" or "radioactive waste". Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's (WAP) may also be obtained from your local Stericycle representative or at <https://www.stericycle.com/en-us/about-us/policies-positions>. Title to Sharps Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Purchaser shall have title to the Sharps Waste at all prior times. Purchaser shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Purchaser for proper disposal after collection or otherwise disposed of in accordance with Purchaser's instructions or arrangements. Stericycle complies with the current NIOSH Optimal Installation Height recommendations for the installation of Sharps containers. Purchaser may choose to select heights outside of the recommendations but must so notify Stericycle prior to installation.

- (c) **Pharmaceutical Waste.** Stericycle has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to Purchaser. Stericycle, Inc. shall provide pharmaceutical waste compliance services to Purchaser as described in detail in Exhibit A hereto. The services shall include the pickup, transportation and disposal of Pharmaceutical Waste, which is defined as waste listed under the "Accepted Waste Streams" section of the Waste Acceptance Policy ("WAP") attached hereto, as the WAP may be amended to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative or at <https://www.stericycle.com/en-us/about-us/policies-positions>. Purchaser warrants that the waste presented for disposal will conform to the WAP. Title to Pharmaceutical Waste (other than waste that does not conform to the requirements of the WAP ("Non-Conforming Waste")) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Purchaser shall have title to the Pharmaceutical Waste at all prior times. Purchaser shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Purchaser for proper disposal after collection or otherwise disposed of in accordance with Purchaser's instructions or arrangements.

- (d) **Controlled Substance Waste Program.** Stericycle has obtained all necessary licenses, permits, insurance and authorizations required to perform services and provide related products hereunder and, upon request, shall furnish copies thereof to customer. "Controlled Substances" means those drugs, substances and certain chemicals used to make drugs which are scheduled, listed and/or described by (i) the Drug Enforcement Agency of the United States Department of Justice (see, www.dea.gov) and/or (ii) any other applicable federal or state laws, rules and regulations. For the purposes of this Agreement, "Controlled Substance Waste" means waste made up of Controlled Substances in Customer's custody that need to be wasted or disposed of at a Customer facility in DEA Schedules II, III, IV, and V but does not include Schedule I controlled substances. "Deactivated Controlled Substance Waste" means Controlled Substance Waste that has been inserted, placed, or otherwise deposited in "Equipment" (defined below), in which Controlled Substance Waste is combinable with deactivating,

detering, and solidifying agents to be rendered unavailable and unusable. Controlled Substance Waste does not include any Non-Conforming Waste. "Non-Conforming Waste" means hazardous or radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood or other material not falling within the definition of Controlled Substance Waste. Stericycle, Inc. shall collect, transport, treat and dispose of all Deactivated Controlled Substance Waste generated by Customer during the term of this Agreement at the service locations listed on Attachment B hereto. The services and products hereunder are described in more detail in Exhibit A hereto. Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as defined above and in the Waste Acceptance Policy ("WAP"). Customer shall place only Controlled Substance Waste into the containers provided. Customer warrants that the waste presented for disposal will contain only Controlled Substance Waste and shall be liable for any injury, loss or damage resulting from Non-Conforming Waste. Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative or at <https://www.stericycle.com/en-us/about-us/policies-positions>. Title to Deactivated Controlled Substance Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to the Controlled Substance Waste and Deactivated Controlled Substance Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.

- (e) **Hazardous Waste.** (a) Stericycle or its subcontractor shall collect, transport, treat and dispose of Customer's waste (excluding all Pharmaceutical Wastes) that is Hazardous Waste, Non-Hazardous Waste and/or Universal Waste ("Waste"), as defined in Attachment B hereto (collectively, the "Services"), in accordance with the terms of this Agreement and the schedules hereto. This Agreement shall apply to all Services relating to Waste provided to Customer by Stericycle. Capitalized terms, as used in this Agreement, unless defined elsewhere in the Agreement, have the meanings set forth in Attachment B. (b) Customer represents, warrants and covenants as follows: (i) Any Waste tendered to Stericycle or its subcontractor by Customer or at Customer's locations shall conform fully with the applicable Waste Characterization Data for that Waste, shall be labelled by Customer in conformance with applicable Laws and so as to communicate its contents to Stericycle, and shall be segregated from other types of waste; (ii) Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and other Waste Characterization Data to assure accurate Waste Characterizations; (iii) Customer shall tender to Stericycle or its subcontractor only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste; and (iv) Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which Services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for Services. The pricing for any Waste tendered to Stericycle or its subcontractor that is not listed on the attached Schedule B or in Customer's Waste Characterization Form(s) and collected, transported, treated and/or disposed by Stericycle or its subcontractor(s) shall be at Stericycle's then standard list pricing for the treatment of such Waste. The foregoing representations, warranties and covenants shall survive the execution and delivery of this Agreement and any termination of this Agreement. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR ALL WASTE CHARACTERIZATIONS, WASTE CHARACTERIZATION DATA, AND COMPLIANCE WITH LAWS AS TO ITS WASTES, AND ANY RELIANCE ON INFORMATION PROVIDED BY STERICYCLE OR OTHERS IN CONNECTION WITH THIS AGREEMENT IS DONE SOLELY AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY DAMAGES OR OTHER LOSS RESULTING THEREFROM. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY STERICYCLE, ITS EMPLOYEES, SUBCONTRACTORS, LICENSEES OR AGENTS WILL CREATE ANY WARRANTY OR GUARANTY, NOR MAY CUSTOMER RELY ON ANY SUCH INFORMATION OR ADVICE.

2. **Recordkeeping** Stericycle and Customer shall each keep and retain adequate books and records and other documentation consistent with and for the periods required by applicable law pertaining to the Services to be performed under this Agreement.

3. **Term, Pricing and Termination** The initial term of this Agreement is established on page one of this document, 60 months from the date of execution of this Agreement ("Initial Term"). This Agreement shall automatically renew for consecutive ninety (90) day terms (each an "Extended Term"), provided that either Party may terminate this Agreement during an Extended Term upon forty-five (45) days' prior written notice to the other Party. The Initial Term and any Extended Terms shall together be referred to as the "Term".

- (a) Customer shall pay Stericycle the prices set forth on Attachment A of this Agreement. Stericycle may increase the contract price annually, but no more than three and a half percent (3.5%). Prices for Services may not be increased for at minimum the first eighteen (18) months of a 60-month term and for the first 12 months for any Term of less than 60 months. Thereafter, price increases may be implemented on each subsequent anniversary date of the Agreement. Stericycle reserves the right, during the Extended Term, to increase its rates and such percentage shall be negotiated between Stericycle and Purchaser prior to commencement of the Extended Term. Additionally, Stericycle may adjust the contract price to account for operational changes it implements to comply with changes in law, regulatory changes, changes in the Waste treatment location, changes in Customer's service requirements including changes in Waste patterns, and/or to otherwise cover unforeseen significant cost escalation, not to exceed CPIU.
- (b) Stericycle has instituted a per invoice fuel surcharge to manage and isolate the impact of Diesel fuel price fluctuations. The fuel surcharge is based on the U.S. 'On Highway' Diesel Price Index. A table outlining the Fuel Surcharge can be found on Attachment C of this Agreement and at www.stericycle.com.
- (c) In the event of breach of any provision of this Agreement, the non-breaching Party shall notify the breaching Party in writing of the specific nature of the breach and shall request that it be cured. If the breaching Party does not cure the breach within thirty (30) days of such notice, the non-breaching Party may immediately terminate this Agreement on written notice to the breaching Party, and such termination shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law or in equity.
- (d) If Customer terminates this Agreement, without cause, prior to the expiration of its Term or in any other way violates this Agreement in such a way that Stericycle's continued performance is rendered impossible or commercially impracticable, then Stericycle shall be entitled to collect from Customer an amount in liquidated damages equal to 50% of Customer's average charge on a monthly basis based on the 12 months' billings prior to the cessation of collections (or based on any lesser period if the contract began less than twelve months earlier) times the number of months, including prorated partial months, remaining until the expiration date of the Term or Extension Term. Customer

hereby acknowledges (i) that Stericycle's damages resulting from the premature termination of collections include lost profits, inefficiencies resulting from route changes and reduced treatment plant throughput, increased administrative overhead, unrecoverable sunk training/instruction costs, and other elements of injury, (ii) that such damages are extremely difficult to quantify as they relate to any one customer, and (iii) that the foregoing liquidated damages amount is a reasonable estimate of actual expected damages and is not a penalty. Liquidated damages as described herein is Stericycle's sole remedy for Customer's improper early termination.

- (e) Upon 30 days' notice to Stericycle, Customer shall have the right to add or delete mutually acceptable Customer facilities receiving Services under this Agreement. This addition or exclusion of any facility participating under this Agreement shall have no effect on the Services provided the other participating facilities.
- (f) In addition to Stericycle's charges for Services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such Services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner.
- (g) Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in this Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

4. Survival If Stericycle is re-awarded a new Purchasing Agreement for Services, Customers having signed a service agreement under the previous Purchasing Agreement will continue to have their sales reported and administrative fees paid for their Stericycle purchase activity on the new Purchasing Agreement without any further action being required, through the term of the Stericycle service Agreement.

5. Billing

- (a) Customer shall pay in full each Stericycle invoice within 30 days of the date of such invoice by ACH or other agreed upon electronic means. Any invoiced amounts not received by Stericycle within that timeframe will be subject to a late fee of 1.0% per month on the outstanding balance. Customer shall reimburse Stericycle for all costs that it incurs in collecting overdue amounts from Customer. Stericycle may, with thirty (30) days' prior written notice, suspend services until any overdue amounts (plus late fees, and enforcement and collection costs, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Stericycle's net income). Stericycle will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Stericycle. Customer shall not be entitled to withhold payment by way of set-off or counterclaim.
- (b) Stericycle shall submit invoices to Customer in accordance with Stericycle's standard billing process. Stericycle shall not be required to adopt Customer's billing process or to use Customer's preferred billing portal. If Stericycle agrees to depart from its standard billing process (which is entirely within Stericycle's discretion), such agreement may be made provided that: (i) Customer agrees to pay a billing surcharge; (ii) Customer reimburses Stericycle for all fees or other costs payable for the use of Customer's portal; and/or (iii) Customer agrees to any other reasonable requirements of Stericycle related to the use of non-standard billing processes. Any invoice for which Customer believes is inaccurate must be disputed in writing by Customer within ninety (90) days after receipt thereof. Such disputed invoices will be investigated by Stericycle and the disposition of such investigation will be provided to Customer. In the event such disputed invoice is found to be inaccurate, Stericycle will invoice the amounts underpaid or credit the amounts overpaid to customer as soon as practicable. In the event Customer does not pay the full amount of any disputed invoice, if the invoice is found to be accurate, if Customer was not acting in good faith in disputing the invoice, then Customer will be subject to late fees commencing thirty (30) days from the date of the invoice.

6. Surcharge Stericycle may also impose a 'no waste' surcharge not to exceed the agreed upon amount listed in attached pricing Exhibit. in the event that Stericycle or its contractor attempts to pick-up Wastes at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Waste for pick-up, (b) Waste is not ready for pick-up or (c) the Customer location is closed.

7. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment placed at Customer's premises and owned by Stericycle or its Contractor and accepts responsibility and liability for the equipment and its contents. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement, except to the extent any such loss or damage to personal property, or personal injury or death is a result of Stericycle's negligence, intentional misconduct, or breach of this Agreement. Any damage to such property and equipment, other than normal wear and tear, will be charged to the Customer, and payable to Stericycle as additional service cost.

8. Indemnification

(a) Stericycle agrees to defend, indemnify and hold harmless Customer and its Customer's affiliates, successors, assigns, directors, officers, agents and employees ("Customer Indemnitees") from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and reasonable attorneys' fees (collectively referred to as "Damages") arising out of or resulting from: (i) any third party claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action, arising out of or in connection with Stericycle's negligent acts or omissions or willful misconduct or violation of applicable law in the performance or its obligations under this Agreement ("Injury"), except to the extent the Injury was caused by reason of a Customer Indemnitee's negligence; (iii) any infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right resulting from the purchase of services and/or products provided hereunder (including Customer's possession and use thereof). (b) Customer Indemnification. Customer agrees to defend, indemnify and hold harmless Stericycle, its affiliates, successors, assigns, directors, officers, agents and employees ("Stericycle Indemnitees")

from and against any and all Damages arising out of or resulting from (i) any third party claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action, arising out of or in connection with Customer's negligent acts or omissions, willful misconduct or violation of applicable law in the performance or its obligations under this Agreement ("Claim"), except to the extent such Claim was caused by reason of a Stericycle Indemnatee's negligence. Such negligent acts shall include, but not be limited to, failure to properly store, package, label, or segregate any of the waste described above and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. If the Claim is caused by the negligence of both Stericycle and Customer, the apportionment of said Damages shall be shared between Stericycle and Customer based upon the comparative degree of each other's negligence, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees and expenses incident thereto. (d) Indemnification Process. If any demand or claim is made or suit is commenced against a Customer Indemnatee or a Stericycle Indemnatee, as applicable (each, an "Indemnatee") for which a Party has an indemnity obligation hereunder, as applicable, written notice of such shall be provided to the indemnifying Party, the indemnifying Party shall undertake the defense of any such suit, and such Indemnatee shall cooperate with the indemnifying Party in the defense of the demand, claim or suit to whatever reasonable extent the indemnifying Party requires and at the indemnifying Party's sole expense. The indemnifying Party shall have the right to compromise such claim at the indemnifying Party's expense for the benefit of such Indemnatee; provided, however, the indemnifying Party shall not have the right to obligate an Indemnatee in any respect in connection with any such compromise without the written consent of such Indemnatee. Notwithstanding the foregoing, if the indemnifying Party fails to assume its obligation to defend, an Indemnatee may do so to protect its interest and seek reimbursement from the indemnifying Party.

9. Insurance and Compliance with Laws Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules, and regulations applicable thereto and relating to its performance hereunder. As of the date of this Agreement, Stericycle has obtained, and agrees to maintain during the Term of this Agreement, all necessary permits, licenses and other authorizations required to perform the Services under this Agreement. Customer and Stericycle each hereby agrees to comply with all laws applicable to their respective handling of Waste and their performance under this Agreement.

10. Exclusivity Customer agrees to use no other providers for the contracted Services and locations covered by this Agreement during the Term of this Agreement and any Extension Terms.

11. Force Majeure. Except for payment obligations for services rendered, the parties' obligations under this Agreement will be excused if and to the extent any delay or failure to perform such obligations is due to acts of war, terrorism or nature, including hurricanes, tornados, floods, and earthquakes, provided the effects of such act or event would not have been substantially mitigated by implementation of a Disaster Recovery Plan ("Force Majeure Event"). A Party affected by a Force Majeure Event will notify the other Party promptly, after a Force Majeure Event, explaining the nature and expected duration thereof and such Party shall use commercially reasonable efforts to remedy or mitigate such Force Majeure Event and the effects thereof. Notwithstanding the foregoing, if Stericycle is unable to perform any of its obligations under this Agreement for a period of more than thirty (30) calendar days as a result of a Force Majeure Event, then Customer may terminate this Agreement upon written notice to Stericycle and the liquidated damages in Section 3(d) shall not apply to Customer. For purposes of this Section 21, Stericycle represents and warrants to Customer that it has and shall maintain a business continuity and disaster recovery plan ("Disaster Recovery Plan").

12. Independent Contractor Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent, or partner of or a joint venture with Customer.

13. Amendment and Waiver Changes in the types, size and amount of equipment and the frequency of service may be mutually agreed to orally or in writing by the Parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement shall be affected only by a written instrument executed by the Parties. Variations from the standard form of agreement, if any, are contained in an attachment hereto. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

14. Savings Clause/Severability In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

15. Entire Agreement This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 13) constitutes the entire understanding and agreement of the Parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

16. Disputes and Governing Law Stericycle and Customer shall use good faith efforts to resolve any dispute arising in connection with or relating to this Agreement ("Disputes") informally, such as via discussion and negotiation between the parties. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to enter into mediation or agree to any settlement proposed by a mediator or each other within thirty (30) days after the proposal therefor, either party may file suit in a court of competent jurisdiction in the state where the Customer is located. All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the trier of fact shall not preside over any form of representative class proceeding. This Agreement shall be governed by and construed in accordance with the laws in the state where Customer is located without regard to the conflicts of laws rules of any jurisdiction.

17. Notices All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth on the first page of this Agreement and, in the case of Stericycle, as follows: Attn: General Counsel, 2355 Waukegan Road, Bannockburn, IL 60015. Notices shall be effective when received.

18. Assignment Neither Party will assign any rights or obligations under this Agreement without the express written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement and its rights and interests, in whole or in part without such consent, to any of its affiliates, any purchaser of all or substantially all of its assets, or to any successor corporation resulting from any merger or consolidation. Such assignment by Customer is subject to review and approval of the acquiring entity through Stericycle's standard credit and customer approval process.

19. Use of Subcontractors Stericycle may perform any of its obligations under this Agreement through subcontractors. Stericycle shall remain primarily liable to Customer for the performance of all such obligations. Stericycle shall use due care in the selection and supervision of subcontractors.

20. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. A copy or facsimile of this Agreement shall be as effective as an original.

21. Waste Brokers Stericycle reserves the right to deal solely with the Customer and not with any third-party agents of the customer for all purposes relating to this Agreement (other than as contemplated by the GPO Agreement). Customer represents and warrants to Stericycle that it is the Waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this Agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

22. LIMITATION OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF APPLICABLE LAW OR REGULATION, INDEMNIFICATION AND CONFIDENTIALITY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, CIVIL PENALTIES, FINES, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EITHER PARTY'S BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, IF ANY, IS LIMITED TO THE GREATER OF, (A) FIVE (5) MILLION DOLLARS (\$5,000,000); OR (B) THREE (3) TIMES THE TOTAL AMOUNT OF SERVICE FEES INVOICED BY STERICYCLE TO CUSTOMER UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED LIABILITY.

IN THE EVENT THE LIMITATION OF LIABILITY CAP IS MET OR EXCEEDED DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THE AGREEMENT, CUSTOMER MAY TERMINATE THIS AGREEMENT WITHOUT LIABILITY TO STERICYCLE BY PROVIDING STERICYCLE WITH AT LEAST SIX (6) MONTH PRIOR WRITTEN NOTICE. For the avoidance of doubt, in the event Customer terminates this Agreement due to the limitation of liability cap being met, Customer shall not be liable to Vendor for the liquidated damages to Stericycle in Section 3(d).

23. WARRANTY/DISCLAIMER OF WARRANTIES Except as otherwise provided for in this Agreement, Stericycle will perform the Services in a professional, workmanlike manner, consistent with applicable industry standards. In the event that the Services do not conform to this warranty and Customer notifies Stericycle of such within ten (10) business days of receipt of non-conforming Services, Stericycle's exclusive obligation (and Customer's exclusive remedy) will be for Stericycle to re-perform such Services at no additional cost to Customer. EXCEPT FOR THE FOREGOING AND ANY ADDITIONAL WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE PURCHASING AGREEMENT, STERICYCLE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND STERICYCLE SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE SERVICES, DELIVERABLES OR STERICYCLE'S PERFORMANCE HEREIN.

24. Compliance Materials; Confidentiality To the extent that Stericycle provides Customer with electronic or printed materials ("Compliance Materials"), it provides these subjects to a limited license to Customer to use Compliance Materials for its own, non-commercial use. Stericycle may revoke this license at any time. Customer may not copy or distribute Compliance Materials or use or republish Compliance Materials for or to any third party or audience. Upon Stericycle's written request, Customer shall return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Except as permitted herein or in the Purchasing Agreement, Customer agrees to not disclose to any third parties Stericycle pricing, policies, and procedures.

25. Purchaser's Policies and Procedures Before signing this Agreement, Purchaser will share any applicable policies, provisions or codes of conduct that Vendor must adhere to. If Vendor attests that they cannot adhere to any given policy, it is up to the Purchaser whether or not they can move forward with a contract.

26. Customer Registrations. Customer will provide a listing of all locations that require containers and services. Customer represents and warrants that all such locations hold the licenses, permits, registrations, and/or other authorizations as required under the applicable federal, state, and local laws, rules, and regulations to engage in the activities described under this Agreement (collectively, "Registrations"), including, without limitation, Registrations from the DEA and any relevant state authorities, to the extent applicable. Customer will provide all such Registration information to Stericycle and shall ensure that all such Registrations remain current, valid, unrestricted, and unexpired during the term of this Agreement. Customer shall immediately notify Stericycle in the event that any Registration becomes suspended, revoked, terminated, restricted, expired, or otherwise amended. Stericycle may immediately terminate service at a Customer location if it obtains any information, from Customer or otherwise, indicating that the Customer location no longer holds the required Registrations or is not in compliance with the applicable federal, state, and local laws, rules, and regulations.

27. KPI Metrics. KPI metrics and frequencies are set forth in Attachment E. In addition to any other rights of Customer arising under this Agreement or by law, for any Key Performance Indicator(s) in which Stericycle fails to meet a Minimum Requirement within a Measurement Period, a service credit will be imposed on Stericycle as set forth in the Below Target Action column in the above Key Performance Indicators chart. Such service credit shall continue until Stericycle has resolved the applicable Key Performance Indicator(s). For the avoidance of doubt, in the event there are multiple events in which the applicable Minimum Requirement is not achieved, whether arising from the same Key Performance Indicator or otherwise, an individual service credit will be imposed on Stericycle for each Minimum Requirement not achieved. Any service credit is intended to reflect, to an extent, the diminished value of the Services; such service credit is not intended to compensate Customer for any breach or default by Stericycle under the Agreement, or to constitute penalties, damages, liquidated damages, or other compensation for any such breach or default. In no event shall service credits be Customer's sole and exclusive remedy with respect to any Minimum Requirement not achieved. In the event Customer recovers damages from Stericycle for any breach or default with respect to Minimum Requirements not achieved, such damages shall be reduced to the extent of any service credits previously collected by Customer in respect to such Minimum Requirements not achieved.

Exhibit A – Scope of Work

Pharmaceutical Disposal Service Full-Service Scope of Work

Program Design & Start-Up:

- Customer will assist Stericycle in determining how many container locations will be required.
- Stericycle will install/provide containers at the identified locations and will perform a one-time bracket installation, if needed.
- Stericycle will evaluate Customer's current waste storage area(s), making recommendations on the space requirements, material flow, and necessary equipment to establish an area appropriate for the program needs.
- Customer will provide, subject to Stericycle's approval, adequate storage to stage clean supplies, and a safe waste storage area with unfettered ingress and egress adequate for service carts.
- Customer will follow Stericycle's Rx formulary characterization process (see below).

Implementation and Initial Training:

- Customer will provide an education contact to assist with coordination and facilitation of staff training during program implementation.
- Stericycle will provide training during program implementation.
- Stericycle will assist customer in set-up of satellite accumulation areas / points of collection.
- Stericycle will evaluate Customer's current centralized hazardous waste storage area/waste storage area, making recommendations on the space requirements, material flow, and necessary equipment to establish a central accumulation area/waste storage area appropriate for the Customer's Rx waste compliance needs.
- Stericycle will assist in establishing the internal logistics system for satellite container supply, transfer, and storage.
- Stericycle will provide a post implementation presentation for the Customer to maintain and use for staff education needs post implementation in addition to EVS Education handouts and department posters.

Service Process:

- A Stericycle Service Technician will observe Rx containers frequently and monitor fill levels.
 - On scheduled service days, a Stericycle Service Technician will identify Rx containers that need to be exchanged and document any areas that were inaccessible during service hours.
 - For restricted access locations, Customer will place containers in a centrally located soiled utility room for the Stericycle Service Technician to collect or in another mutually agreed upon location.
 - The Stericycle Service Technician will proceed to the locations needing Rx container replacement. The full container will then be swapped out for an empty container.
 - For non-hazardous pharmaceutical waste which has been segregated, each container will be packaged into a box labeled with the non-hazardous waste label.
 - For hazardous waste pharmaceuticals, a Stericycle Service Technician or Customer employee will package it in the appropriate hazardous waste pharmaceutical container for collection.
 - At the end of service, the Stericycle Service Technician will hand off the Service Exception form to the EVS department or notify EVS of the areas that were inaccessible during service.
 - Stericycle will provide or coordinate regularly scheduled manifested pickup of pharmaceutical waste from Customer sites to a regulated facility for treatment.
- Customer is responsible for changing any containers that fill in-between scheduled visits.

Rx Formulary Characterization Process

- Customer will provide an 18-month purchase history of all pharmaceuticals to Stericycle in Microsoft Excel format.
- All applicable FDA NDCs must be provided as well as NDC description and strength.
- One NDC shall be provided per row.
- Stericycle will return any invalid FDA NDCs to Customer uncharacterized.
- Stericycle shall characterize the FDA-registered pharmaceuticals and will prepare a report with a recommended waste classification.
- Customer will receive a copy of the formulary characterization report.
- Customer may request formulary characterization updates (by submitting new, valid FDA NDCs to Stericycle in Microsoft Excel format) no more than once per year.

On-going Rx Waste Characterization and Training

- Customer will be responsible for submitting new NDC's for waste characterization to Stericycle and for requesting annual formulary characterization updates.
- Customer will receive characterization report updates each time an annual formulary characterization update is requested.
- A study research fee will be charged for waste characterization of Clinical Investigational compounds – including multi-component blinded studies.
- Stericycle will conduct hospital-wide service review ("Aftercare") of satellite and central accumulation areas, as well as waste disposal and segregation practices. Stericycle will provide a report highlighting recommendations to improve any deficiencies found. In addition, Stericycle will provide annual program refresher training. The hospital training staff is expected to attend the annual training class. The annual training is intended to be a train-the-trainer session.
- Trainings may be conducted in person or via WebEx.

**Pharmaceutical Disposal Service
Self Service Scope of Work**

Program Design & Start-Up:

- Customer will assist Stericycle in determining how many container locations will be required.
- Stericycle will install/provide containers at the identified locations and will perform a one-time bracket installation, if needed.
- Stericycle will evaluate Customer's current waste storage area(s), making recommendations on the space requirements, material flow, and necessary equipment to establish an area appropriate for the program needs.
- Customer will provide, subject to Stericycle's approval, adequate storage to stage clean supplies, and a safe waste storage area with unfettered ingress and egress adequate for service carts.
- Customer will follow Stericycle's Rx formulary characterization process (see below).
- Stericycle will assist Customer in establishing an internal labeling system for pharmaceuticals dispensed from the pharmacy, which will help Customer staff to properly segregate pharmaceutical waste. Customer will be responsible for entering the coding into the appropriate systems.
- Customer is responsible for the security and management of the Rx containers onsite at the facility.

Implementation and Initial Training:

- Customer will provide an education contact to assist with coordination and facilitation of staff training during program implementation.
- Stericycle will provide training during program implementation.
- Stericycle will assist with customer in set-up of satellite accumulation areas / points of collection.
- Stericycle will evaluate Customer's current centralized hazardous waste storage area/waste storage area, making recommendations on the space requirements, material flow, and necessary equipment to establish a central accumulation area appropriate for the Customer's Rx waste compliance needs.
- Stericycle can assist in establishing the internal logistics system for satellite container supply, transfer, and storage.
- Stericycle will provide a presentation to Customer to use for staff education needs post implementation in addition to EVS Education handouts and reference guide posters.

Service Process:

- Customer will segregate haz and non-hazardous pharmaceutical waste and each container will be packaged into a box labeled appropriately for collection.
- Customer employee will prepare the Rx waste containers for collection per Stericycle training and instructions.
- Customer will contact Stericycle when additional containers are required for service.
- Customer will contact Stericycle to schedule a Rx waste disposal pick-up as needed.
- Stericycle will provide or coordinate regularly scheduled manifested pickup of pharmaceutical waste from Customer sites to a regulated facility for treatment.

Rx Formulary Characterization Process

- Customer will provide an 18-month purchase history of all pharmaceuticals to Stericycle in Microsoft Excel format.
- All applicable FDA NDCs must be provided as well as NDC description and strength.
- One NDC shall be provided per row.
- Stericycle will return any invalid FDA NDCs to Customer uncharacterized.
- Stericycle shall characterize the FDA-registered pharmaceuticals and will prepare a report with a recommended waste classification.
- Customer will receive a copy of the formulary characterization report.
- Customer may request formulary characterization updates (by submitting new, valid FDA NDCs to Stericycle in Microsoft Excel format) no more than once per year.

On-going Rx Waste Characterization and Training

- Customer will be responsible for submitting new NDCs for waste characterization to Stericycle and for requesting annual formulary characterization updates. This will follow the same procedures as the initial waste characterization.
- Stericycle will provide a characterization report update each time a characterization is completed.
- A study research fee may be charged for waste characterization of Clinical Investigational compounds – including multi-component blinded studies.
- Stericycle will conduct hospital-wide service review ("Aftercare") of satellite and central accumulation areas /waste storage areas, as well as waste disposal and segregation practices. Stericycle will provide a report highlighting recommendations to improve any deficiencies found. In addition, Stericycle will provide annual program refresher training. The hospital training staff is expected to attend the annual training class. The annual training is intended to be a train-the-trainer session.
- Trainings may be conducted in person or via WebEx.

Rx Affiliate Self-Service Scope of Work

Program Design & Start-Up:

- Customer will complete a pharmaceutical waste characterization checklist to support the characterization process. If more than 100 NDCs in inventory or a Hospital, Customer will provide Stericycle with a 12-month purchase history of all pharmaceuticals.
- Customer will provide Stericycle how many containers and/or services are needed per calendar year.

Training Resources:

- Stericycle will provide 24-7 access to a hazardous materials training on Stericycle's online training portal at mystericycle.com.
- Stericycle will provide a Welcome Kit and waste segregation poster(s).

Service Process:

- Customer employee will prepare the Rx container for collection per Stericycle training and instructions.
- Customer will contact Stericycle to schedule a Rx waste disposal pick-up and new containers will be shipped to Customer at that time.

On-going Rx Waste Characterization

- Customer sites using a checklist will recomplete as waste characterization changes and will be asked to verify the checklist annually. Customer will be responsible for submitting new NDCs for waste characterization to Stericycle to request annual formulary characterization updates.
- An additional fee will be charged for waste characterization of Clinical Investigational compounds – including multi-component blinded studies.

Controlled Substance Full-Service Scope of Work

Supervision

- As the DEA-registrant, Customer is responsible for supervising all services provided by Stericycle Service Technicians at Customer sites. Customer shall ensure that appropriate personnel are available at the time of Stericycle Service Technician visits to supervise all such services. If no Customer personnel is available to provide such supervision, the Stericycle Service Technician may terminate the visit and Customer shall pay the No Waste Charge.

Ordering and Installation:

- Customer will assist Stericycle in determining how many container locations will be required so that lockable brackets can be ordered. If applicable, non-acute care or self-service locations will perform a self-assessment.
- An initial order will be placed by Stericycle on behalf of the customer.
- Stericycle will perform a one-time bracket installation consistent with Customer's direction. If applicable, non-acute care or self-service locations will be provided brackets and hardware for self-installation.
- Customer will identify a hospital employee(s) in Material Management, EVS, or Pharmacy who, on scheduled service days, will assist the Stericycle Service Technician as witness for the water activation of the denaturant and sign the Controlled Substance Waste verification form. Any unused CsRx containers will be returned at this time.

Training:

- Stericycle will provide implementation training.

Initial Set-Up and Storage:

- Customer is responsible for the security and management of the CsRx containers onsite at the facility consistent with the applicable laws and regulations.
- Customer will identify a secure area, separate from other pharmaceutical waste and shipping boxes, to store spare CsRx containers.
- Customer will identify a secure area to store shipping boxes (if applicable) and full CsRx containers.

Service Process:

- For full-service hospital locations, a Stericycle Service Technician will observe CsRx containers frequently and monitor fill levels.
 - On scheduled service days, a Stericycle Service Technician will identify CsRx containers that need to be exchanged. The Materials Management, EVS, or Pharmacy authorized employee will witness the Stericycle Service Technician adding water to the bottom fill line. Customer will sign the verification form document outlining how many containers required service, where they are located and verify that water has been added to activate denaturant.
 - The Stericycle Service Technician will proceed to the locations needing CsRx container replacement and add a solidifier to the full container before removing from bracket. The full container will then be swapped out for the new container and the bracket will be locked.
- For non-acute care and self-service locations, a Customer employee will prepare the CsRx container for disposal per Stericycle training.
 - Stericycle will automatically ship replacement containers on a preset schedule.
 - Upon receipt of replacement containers, Customer will exchange all containers, regardless of fill level, with a new CsRx container.

Segregation & Preparation of Hazardous and Non-Hazardous Controlled Substance Waste:

- For Non-Hazardous Controlled Substance Waste, each container will be packaged into a box labeled with the preprinted shipping address label or if prohibited, the Non-RCRA Controlled Substance Waste will be 'over-classified' and collected and managed as RCRA Hazardous Waste.
 - A Customer employee will ship full prepacked CsRx boxes via small parcel shipment.
- For Hazardous Controlled Substance Waste, a Stericycle Service Technician or Customer employee will package it in the appropriate hazardous waste pharmaceutical container for final disposal.

Completion:

- Customer would be responsible for changing any containers that fill in-between scheduled visits.

Attachment A

Pricing and Service Locations

Additional Locations: In the event that Customer acquires, leases, takes control or otherwise adds a location in a Stericycle service area, Customer shall notify Stericycle of the new location, and upon receiving notification, Stericycle shall add those serviced locations under the provisions of this Agreement, via an addendum.

In the event any new Customer Location is party to an existing agreement for Services similar to the Services by a vendor other than Stericycle: (i) Customer will use commercially reasonable efforts to terminate such agreement as soon as possible; and (ii) such locations shall immediately become a Customer Location upon the expiration of such agreement.

Regulated Medical Waste Pricing

Hospital Price Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
Regulated Medical Waste Service Autoclave	\$0.30	Per Lb.
Chemo Waste Service	\$0.96	Per Lb.
Pathological Waste Service	\$0.96	Per Lb.
Minimum Pick-Up / No Waste Fee	\$50.00	Per Stop
Record Retention	\$8.60	Per Shipping Document
Service Cost Recovery Fee	4.75%	% of Invoice
Energy Index Surcharge	See Attachment C	% of Invoice

Offsite Price Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
Regulated Medical Waste Service Autoclave	\$15.00	Per Container
Chemo Waste Service	\$25.00	Per Container
Pathological Waste Service	\$25.00	Per Container
Minimum Pick-Up / No Waste Fee	\$50.00	Per Stop
Record Retention	\$8.60	Per Shipping Document
Service Cost Recovery Fee	4.75%	% of Invoice
Energy Index Surcharge	See Attachment C	% of Invoice

Stericycle reserves the right to charge for a minimum container weight for each container collected at a customer's site. The minimum weight is determined to be 65% of a container's gallon capacity. Stericycle will assign a minimum weight per each container type that equates to 1 lb. per each gallon of capacity (e.g., a 30-gallon container has a minimum weight of 19.5lbs). If the weight of each container collected does not meet the assigned minimum weight for that container type, Stericycle will charge the current per lb. rate to the assigned minimum weight to calculate the container price.

Regulated Medical Waste Service Locations – Sold To: 1000892715

Ship To	Pricing Structure	Name	Address	Frequency
3000967441	Hospital	Kern Medical Center	1700 Mount Vernon Ave Bakersfield, CA 93306-4018	5 Days Per Week
3000967395	Hospital	Sagebrush Medical Plaza	1111 Columbus St Bakersfield, CA 93305-1936	1 Day Per Week
3001359577	Offsite	Eye Clinic	2920 F St Bakersfield, CA 93301-1845	Every 4 Weeks
3001333503	Offsite	Valley Fever Institute	8500 Stockdale Highway Ste 190 Bakersfield, CA 93311-1002	OnCall
3001172006	Offsite	Kern Medical Recuperative Care	1900 E Brundage Ln Bakersfield, CA 93307-2732	Every 2 Weeks
3001007790	Offsite	19th Street Clinic	2222 19th St Bakersfield, CA 93301-3609	Every 4 Weeks
3000999154	Offsite	Kern Medical Grow Clinic	820 34th St Ste 202 Bakersfield, CA 93301-2283	Every 2 Weeks
3000997951	Offsite	Columbus Clinics Valley Fever	1111 Columbus St Suite 5000 Bakersfield, CA 93305-1936	Every 2 Weeks
3000997235	Offsite	Kern Med Q St Office B	3551 Q St Office B Bakersfield, CA 93301-1657	1 Day Per Week
3000996447	Offsite	Whole Person Care	3551 Q St Bakersfield, CA 93301-1657	Every 4 Weeks
3000996385	Offsite	Stockdale Clinic	9330 Stockdale Hwy Ste 400 Bakersfield, CA 93311-3614	1 Day Per Week
3000988505	Offsite	Kern Med Stockdale Offices	9300 Stockdale Hwy Ste 100 Bakersfield, CA 93311-3613	1 Day Per Week
3000975239	Offsite	KMC Sagebrush Clinic	1111 Columbus St Bakersfield, CA 93305-1936	1 Day Per Week

Sharps Management Disposal Pricing

Price Structure	See Exhibits/Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Sharps Management Subscription	See Service Locations	Per Month
KRB Sharps Management Service	\$54.00	Per Box
Service Rate Type	Effective Rate	Unit of Measure
Service Cost Recovery Fee	4.75%	% of Invoice
Record Retention Fee	\$8.60	Per Shipping Document
Energy Index Surcharge	See Attachment C	% of Invoice

Container Adjustment Period. Stericycle and Customer recognize that during the thirty (30) day period, the "Adjustment Period" following installation the number of containers on the premises or volume of containers at various locations may need modification due to a variety of factors.

Stericycle fees may be increased or decreased in the event container locations and volumes vary from those originally contemplated. This increase or decrease in the monthly fee during the Adjustment Period may occur without amending this Agreement. After the adjustment period, additional container locations or volumes added to the Customer's premises will result in increased monthly Service Fees of \$9.53 for each two (2), three (3) or four (4) gallon container, \$13.80 for each eight (8) gallon container and \$27.60 for each seventeen (17) gallon container. Additional container locations must be authorized by the Customer in writing.

Failure to Return Equipment.

All special function items including Funnel Tops, Traps, and Floor Dollies, will be supplied by Stericycle as needed. Customer will be responsible for all replacement charges for equipment not returned to Stericycle in usable condition upon expiration or termination of this Sharps Management Services Agreement or for replacement of equipment destroyed, damaged, or discarded by Customer during any Term of this Sharps Management Services Agreement. Replacement costs on the date of this Sharps Management Services Agreement are listed below:

Cabinet for 3 Gallon Sharps Container	\$32.20
Cabinet for 2 Gallon Sharps Container	\$32.20
Cabinet for 4 Gallon Sharps Container	\$43.70
Plastic, Wall Mount for 2, 3 & 4-gal Sharps Container	\$23.00
Wall Bracket for 8 Gallon Sharps Container	\$43.70
Stability Base for 2- & 3-Gallon Sharps Container.....	\$23.00
Wire Dolly for 8 Gallon Sharps Container	\$55.20
Wire, Step-On Dolly for 8 Gallon Sharps Container	\$66.70
Black Dolly for 17 Gallon Sharps Container	\$66.70
Wire, Step-On Dolly (Slide Top) for 17 Gallon Sharps Container	\$78.20
Wire, Step-On Dolly (Hamper Lid) for 17 Gallon Sharps Container	\$78.20
4 Gallon Sharps Container	\$32.20
3 Gallon Sharps Container	\$25.30
2 Gallon Sharps Container	\$25.30
8 Gallon Sharps Container	\$32.20
17 Gallon Sharps Container	\$55.20
Transport Carts	\$977.50
Cart Cover	\$66.70

Sharps Management Disposal Service Locations – Sold To: 1000892715

Ship To	Name	Address	Frequency	Monthly Fee	Per Box Rate
3000967441	Kern Medical Center	1700 Mount Vernon Ave Bakersfield, CA 93306-4018	5 Days Per Week	\$6,640.59	
3000988505	Kern Med Stockdale Offices	9300 Stockdale Hwy Ste 100 Bakersfield, CA 93311-3613	1 Day Per Week	\$570.00	
3000967395	Sagebrush Medical Plaza	1111 Columbus St Bakersfield, CA 93305-1936	1 Day Per Week	\$1,535.00	
3000975239	KMC Sagebrush Clinic	1111 Columbus St Bakersfield, CA 93305-1936	1 Day Per Week	\$1,563.40	
3000997951	Columbus Clinics Valley Fever	1111 Columbus St Suite 500 Bakersfield, CA 93305-1936	Every 2 Weeks	\$230.59	
3001172006	Kern Medical Recuperative Care	1900 E Brundage Ln Bakersfield, CA 93307-2732	1 Day Per Week	\$69.97	
3001359577	Eye Clinic	2920 F St Bakersfield, CA 93301-1845	1 Day Per Week	\$1,555.88	
3001007790	19th Street Clinic	2222 19th St Bakersfield, CA 93301-3609	Every 4 Weeks		\$54.00
3000997235	Kern Med Q St Med Office B	3551 Q St Office B Bakersfield, CA 93301-1657	1 Day Per Week		\$54.00
3000996385	Stockdale Clinic	9330 Stockdale Hwy Ste 400 Bakersfield, CA 93311-3614	2 Day Per Week		\$54.00

Pharmaceutical Waste Disposal Non-Haz Pricing

Price Structure	See Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
Rx Pharmaceutical Non-Haz Subscr*	See Service Locations	Per Month
Pharmaceutical Waste Disposal	See Transactional Pricing Below	Each
Service Rate Type	Effective Rate	Unit of Measure
Service Cost Recovery Fee	4.75%	% of Invoice
Record Retention Fee	\$8.60	Per Shipping Document
Energy Index Surcharge	See Attachment C	% of Invoice

*Includes 4 Aftercare Events per year for 3000967441

CONTAINER ADJUSTMENT PERIOD

Stericycle and CUSTOMER recognize that during the thirty (30) day period, the "Adjustment Period" following installation the number of containers on the Premises or volume of containers at various locations may need modification due to a variety of factors. Stericycle fees may be increased or decreased in the event container locations and volumes vary by more than 3% from the facility survey conducted. This increase or decrease in the monthly fee during the Adjustment Period may occur without amending this Agreement.

After the Adjustment Period additional container locations or volumes added to the CUSTOMER Premises will result in increased monthly Service Fees of \$20.70 for each two (2), three (3) or four (4) gallon container, \$31.05 for each eight (8) gallon container and \$39.10 for each seventeen (17) gallon container.

Internal Transport Fee	\$ Included
Packing Fee	\$ Included
Non-hazardous Waste Disposal & Transportation	\$ Included

Optional Services

Characterization of Clinical Study Drugs	\$500.00 each
Additional Training	\$150 per hour plus travel expenses
Unscheduled Stop Charge	\$204 per stop
Zip lock Baggies 1 Qt. (500)	\$58.32
Zip lock Baggies 1 gallon (250)	\$52.48

Pharmaceutical Waste Transactional Disposal Pricing

Service Description	UOM	TowerCode	Rates	Minimums
Pharmaceutical Waste:				
Non RCRA Only Pharmaceuticals	DM55	I2701	\$446.50	
Flammable Aerosols	DM55	I0101	\$759.61	
RCRA Pharmaceuticals	DM55	I2900	\$587.13	
RCRA pharmaceuticals containing HG for incineration	DM55	I2901	\$610.74	
P-Listed RCRA pharmaceuticals Waste	DM55	I2902	\$587.13	
LP, oxidizer	DM55	I2905	\$969.63	
LP, Non-reactive	DM55	I2908	\$926.35	
Dual Waste	DM55	I3102	\$939.41	

Pharmaceutical Waste Transactional Non- Disposal Pricing:

Service Description	UOM	Tower code	Rates	Comments
Transportation:				
Haz Stop Fee (Non West)	Each	TRSTOP1	\$582.41	
Demurrage	Hourly	TRADMDEM	\$188.89	
AK Surcharge Fee	Each	TRADMHM	\$925.93	
HI Surcharge Fee	Each	TRADMHM	\$555.56	
PR Surcharge Fee	Each	TRADMHM	\$555.56	
Vehicle, Service	Each	EQVESERV	\$333.50	
Insurance, Security & Environmental Fee	Per Invoice	ISEPCT	5%	
Labor:				
Lab packing and sorting	Hourly	LBLABRST	\$94.50	4 hour minimum (Portal to Portal)
Field Tech - 1st Hour	Hourly	TRSTRDEM	\$94.50	4 hour minimum (Portal to Portal)
Field Tech	Hourly	LBFIELST	\$94.50	4 hour minimum (Portal to Portal)
Driver-operator	Hourly	LBDRIVST	\$94.50	4 hour minimum (Portal to Portal)
Field Chemist, Straight Time	Hourly	LBCHEMST	\$137.11	4 hour minimum (Portal to Portal)
Field Chemist, Over Time	Hourly		\$205.65	
Project Manager, Straight Time	Hourly	LBPROJMS	\$155.63	4 hour minimum (Portal to Portal)
Supplies:				
Analytical Test: pH	Each	LAB1001	\$55.59	
Analytical Test: Flash Point	Each	LAB3036	\$107.46	
Analysis - TCLP Semi-Volatiles	Each	LAB3047	\$616.94	
Analysis - TCLP Volatiles	Each	LAB3048	\$346.46	
Analytical Test: RCRA Metal TCLP	Each	LAB3051	\$48.19	
1.5 Quart Black Container (C)	Each	SP15QTRB	\$22.24	
12 gl black, hinged lid	Each	SP12BKHI	\$92.65	
18 gl black, sliding lid	Each	SP18BKSL	\$92.65	
2 gallon, black	Each	SP2GLBLK	\$22.24	
8 gl black, hinged lid	Each	SP8BLKHN	\$46.33	
8 gl black, sliding lid	Each	SP8BLKSL	\$46.33	
8 gl liners clear	Each	SP8LNRCL	\$11.13	
Pallet	Each	SPALLET	\$50.04	
Box, DOT E 9168	Each	SPBX9168	\$111.17	
Box, DOT E 9168 PIH	Each	SPBX916P	\$364.98	
Box (4 foot) Fluorescent Lamp Box	Each	SPBxBUB4	\$57.44	
Box (8 foot) Fluorescent Lamp Box	Each	SPBxBUB8	\$68.56	

Container, (4 Foot) Fluorescent Lamp Container	Each	SPBXBUC4	\$57.44
Container, (8 Foot) Fluorescent Lamp Container	Each	SPBXBUC8	\$68.56
Cubic Yard Box	Each	SPBXCYP	\$194.54
Box, New Galaxy waste boxes	Each	SPBXGALX	\$194.54
Box, Trivall Cardboard Box, Non-DOT	Each	SPBXTRI	\$194.54
Drum, Fiber, 5 gallon, New, Closed Top	Each	SPDF05NC	\$37.06
Drum, Fiber, 5 gallon, New, Open Top	Each	SPDF05NO	\$37.06
Drum, Fiber, 5 gallon, Recon, Closed Top	Each	SPDF05UC	\$37.06
Drum, Fiber, 5 gallon, Recon, Open Top	Each	SPDF05UO	\$37.06
Drum, 15 gallon, RX	Each	SPDF15NC	\$100.06
Drum, Fiber, 15 gallon, New, Open Top	Each	SPDF15NO	\$100.06
Drum, Fiber, 15 gallon, Recon, Open Top	Each	SPDF15UO	\$74.11
Drum, Fiber, 30 gallon, New, Closed Top	Each	SPDF30NC	\$127.85
Drum, Fiber/Poly, 30 gallon, New, Open Top	Each	SPDF30NO	\$127.85
Drum, Fiber, 30 gallon, Recon, Open Top	Each	SPDF30UO	\$87.09
Drum, Fiber, 55 gallon, New, Closed Top	Each	SPDF55NC	\$148.22
Drum, Fiber, 55 gallon, New, Open Top	Each	SPDF55NO	\$148.22
Drum, Fiber, 55 gallon, Recon, Open Top	Each	SPDF55UO	\$88.94
Poly Overpack - 85 gallon	Each	SPDF85NO	\$424.28
Drum, Metal, 5 gallon, New, Closed Top	Each	SPDM05NC	\$59.30
Steel Drum - 5 gallon	Each	SPDM05NO	\$59.30
Drum, Metal, 15 gallon, New, Closed Top	Each	SPDM15NC	\$100.06
Drum, Metal, 15 gallon, New, Open Top	Each	SPDM15NO	\$100.06
Drum, Metal, 30 gallon, New, Closed Top	Each	SPDM30NC	\$148.22
Drum, Metal, 30 gallon, New, Open Top	Each	SPDM30NO	\$148.22
Drum, Metal, 55 gallon, New, Closed Top	Each	SPDM55NC	\$166.76
Drum, Metal, 55 gallon, New, Open Top	Each	SPDM55NO	\$166.76
Steel Overpack - 85 gallon	Each	SPDM85NO	\$429.83
Drum, Poly, 5 gallon, New, Closed Top	Each	SPDP05NC	\$37.06
Poly Drum - 5 gallon	Each	SPDP05NO	\$37.06
Drum, Poly, 5 gallon, New, Open Top, Color	Each	SPDP05OC	\$37.06
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UC	\$31.50
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UO	\$31.50
Drum, 10 gallon	Each	SPDP10NO	\$100.06
Drum, 15 gallon	Each	SPDP15NC	\$100.06
Drum, Poly, 15 gallon, New, Open Top	Each	SPDP15NO	\$100.06
Drum, Poly, 15 gallon, Recon, Open Top	Each	SPDP15UO	\$74.11
Drum, Poly, 20 gallon, New, Open Top	Each	SPDP20NO	\$127.85
Drum, Poly, 20 gallon, Recon, Closed Top	Each	SPDP20NC	\$85.24
Drum, Poly, 30 gallon, New, Closed Top	Each	SPDP30NC	\$127.85
Drum, Poly, 30 gallon, New, Open Top	Each	SPDP30NO	\$127.85
Drum, Poly, 30 gallon, Recon, Closed Top	Each	SPDP30UC	\$85.24
Drum, Poly, 30 gallon, Recon, Open Top	Each	SPDP30UO	\$85.24
Drum, Poly, 55 gallon, New, Closed Top	Each	SPDP55NC	\$148.22
Drum, Poly, 55 gallon, New, Open Top	Each	SPDP55NO	\$148.22
Drum, Poly, 55 gallon, Recon, Closed Top	Each	SPDP55UC	\$109.31
Drum, Poly, 55 gallon, Recon, Open Top	Each	SPDP55UO	\$109.31
Labels	Each	SPLABEL	\$1.87
Labpacker, 05 gallon	Each	SPLBPK05	\$27.80
Labpacker, 10 gallon	Each	SPLBPK10	\$37.06
Labpacker, 20 gallon	Each	SPLBPK20	\$48.19
Labpacker, 30 gallon	Each	SPLBPK30	\$48.19
Labpacker, 55 gallon	Each	SPLBPK55	\$48.19
Liner, Liner for Cubic Yard Box	Each	SPLINECYB	\$22.22
Liner, Drum, 2 mil	Each	SPLINED	\$11.13
Poly Sheeting - roll	Each	SPLINLUG	\$277.91
Personal Protective Equip (Lvl D)	Each	SPPED	\$85.24
Spill Pads - bale	Each	SPSORAL	\$209.37
Tote, 330 Plastic, New	Each	SPTOT330	\$685.19
Vermiculite - bag	Each	SPVERM	\$79.67
Service Cost Recovery Fee	% of Invoice	SRPCT	4.75%

Conversions and Minimums

Non-Specified Container Conversions	Conversion Table Notes
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Container Size	Conversion	- These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately - Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price) - The greater of the conversion factor or location container minimum of \$40 will be applied. - Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. - Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.
1-5 gallon	35%	
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	

Per Pound Standard Minimums			
Container (Gal)	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
5 or less	50 lbs	25 lbs	30 lbs
6 to 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--
1. Excludes Lab Pack and Light Weight items 2. Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16 3. Includes: AF17, INC01, INC02, INC16 4. All other container sizes are case by case (CBC)			

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise

Non-Standard Minimums	
Container Min.	Process Code
\$10	REC51-3
\$15	REC60, REC61, REC62, REC63, REC64, REC65
\$20	REC02-xx series and REC05
\$25	LF04, REC06, REC27
\$50	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$75	REC09, REC09-1

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$295
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$240
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$240
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$80
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	EMANFSTF	Each	\$30.0
Minimum Invoice Amount	---	Per Invoice	\$350
Scheduled Pickup Cancellation	ADMCAN	Each	\$295
Repacking/Overpacking Fee	ADMREPK	Each	\$295
Overpack Handling Fee	ADMOVPK	Each	\$100
Technical Lab Pack Review "Flat Rate Fee - The flat fee criteria:	ADTECHRVW	Each	\$340
(1.) Excel submitted inventories; (2.) Maximum of 500 inventory items; (3.) <5% of items with Trade Names"			

- The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- For a complete list of process code specifications, visit:

<https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf>

3. A minimum charge of \$350 applies to the invoice.
4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.stericycle.com/en-us/service-fees>

Assumptions

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Stericycle reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$350 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average for diesel fuel as published by the Department of Energy.
- E-Manifest fees will be applied.
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition
 - Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
 - A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable
 - Inoperable valve fee: No charge for Category A cylinders. For Categories B through E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For Categories F & G, inoperable valve fee will be case-by-case
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Stericycle personnel must tape the battery ends.

General Disposal Terms and Conditions

- Bulk waste is typically defined as tanker or roll-off loads
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste
- Electronic profiling is included in the price. Paper profiles will be charged at \$50 each
- Unless otherwise specified, prices quoted do not include the following:
 - Radioactive Waste
 - Biohazard or Infectious Waste
 - Explosives of any type
 - Liquid or free mercury
 - Isocyanates
 - Reactive materials (metals, solids, liquids)

Pharmaceutical Waste Disposal Non-Haz Service Locations – Sold To: 1000892715

Ship To	Name	Address	Frequency	Monthly Fee
3000967441	Kern Medical Center	1700 Mount Vernon Ave Bakersfield, CA 93306-4018	3 Days Per Week	\$4,950.00 + Transactional
3001172006	Kern Medical Recuperative Care	1900 E Brundage Ln Bakersfield, CA 93307-2732	1 Day Per Week	\$90.98 + Transactional

Pharmaceutical Waste Disposal RXB Pricing

Price Structure	See Exhibits/ Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
RXB Pharmaceutical Service	\$56.80	Per Box
Service Rate Type	Effective Rate	Unit of Measure
Service Cost Recovery Fee	4.75%	% of Invoice
Record Retention Fee	\$8.60	Per Shipping Document
Energy Index Surcharge	See Attachment C	% of Invoice

Pharmaceutical Waste Disposal RXB Service Locations – Sold To: 1000892715

Ship To	Name	Address	Frequency
3000996385	Stockdale Clinic	9330 Stockdale Hwy Ste 400 Bakersfield, CA 93311-3614	OnCall
3000988505	Kern Med Stockdale Offices	9300 Stockdale Hwy Ste 100 Bakersfield, CA 93311-3613	1 Day Per Week
3000975239	Kmc Sagebrush Clinic	1111 Columbus St Bakersfield, CA 93305-1936	Every 4 Weeks
3001333503	Valley Fever Institute	8500 Stockdale Highway Ste 190 Bakersfield, CA 93311-1002	Every 2 Weeks

Pharmaceutical Waste Disposal Affiliate Pricing

Price Structure	See Exhibits/ Attachments for Applicable Locations	
Recurring Rate Type	Effective Rate	Unit of Measure
3P-Haz Rx Affiliate Subscr	See Service Locations	Per Month
Service Rate Type	Effective Rate	Unit of Measure
Service Cost Recovery Fee	4.75%	% of Invoice
Record Retention Fee	\$8.60	Per Shipping Document
Energy Index Surcharge	See Attachment C	% of Invoice

Rx Waste Affiliate Pricing		
Stops Per Year	Containers Per Year	Monthly Fee
1	1	\$63.11
1	2	\$87.39
2	2	\$145.16
2	4	\$199.96
3	6	\$244.40
4	8	\$311.05
6	12	\$444.36
12	24	\$844.28

Note 1: Each additional container beyond the annual allotment = \$247.25

Note 2: Each additional stop beyond the annual allotment = \$517.50

Ancillary Charges	Item Code	UOM	Price
e-Manifest Administration Fee (per manifest)	EMANFSTF	Each	\$30.00

Note: All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. See table titled "Fuel Surcharge – Third-Party Healthcare Waste" at <https://www.stericycle.com/en-us/service-fees>

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$295
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$240
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$240
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$80
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	EMANFSTF	Each	\$30.0
Minimum Invoice Amount	---	Per Invoice	\$350
Scheduled Pickup Cancellation	ADMCAN	Each	\$295
Repacking/Overpacking Fee	ADMREPK	Each	\$295
Overpack Handling Fee	ADMOVPK	Each	\$100
Technical Lab Pack Review "Flat Rate Fee - The flat fee criteria:	ADTECHRVW	Each	\$340
(1.) Excel submitted inventories;			
(2.) Maximum of 500 inventory items;			
(3.) <5% of items with Trade Names"			

1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

2. For a complete list of process code specifications, visit:

<https://www.cleaneartinc.com/sites/default/files/Process-Specifications.pdf>

3. A minimum charge of \$350 applies to the invoice.

4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.

5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.stericycle.com/en-us/service-fees>

Assumptions

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Stericycle reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$350 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average for diesel fuel as published by the Department of Energy.
- E-Manifest fees will be applied.
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition
 - Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
 - A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable
 - Inoperable valve fee: No charge for Category A cylinders. For Categories B through E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For Categories F & G, inoperable valve fee will be case-by-case
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Stericycle personnel must tape the battery ends.

General Disposal Terms and Conditions

- Bulk waste is typically defined as tanker or roll-off loads
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste
- Electronic profiling is included in the price. Paper profiles will be charged at \$50 each
- Unless otherwise specified, prices quoted do not include the following:
 - Radioactive Waste
 - Biohazard or Infectious Waste
 - Explosives of any type
 - Liquid or free mercury
 - Isocyanates
 - Reactive materials (metals, solids, liquids)

Pharmaceutical Waste Disposal Affiliate Service Locations – Sold To: 1000892715

Ship To	Name	Address	Frequency	Monthly Fee
3001333503	Valley Fever Institute	8500 Stockdale Highway Ste 190 Bakersfield, CA 93311-1002	OnCall	\$63.11

Controlled Substance Waste Pricing

Price Structure	See Attachments for Applicable Locations	
Service Rate Type	Effective Rate	Unit of Measure
3P - Controlled Substance Waste Subscr	See Service Locations	Per Month
Recurring Rate Type	Effective Rate	Unit of Measure
Record Retention	\$8.60	Per Shipping Document
Service Cost Recovery Fee	4.75%	% of Invoice
Energy Index Surcharge	See Attachment C	% of Invoice

The CsRx Flat Monthly Fee covers the total quantity of containers listed on the Service Locations page of this Agreement. Additional container locations or volumes added to the Customer's premises will result in increased monthly Service Fees of \$46.00 for each 1.4 quart container, \$73.60

for each 1 gallon container and \$125.35 for each 3 gallon container. The additional container location fee will be added into the flat monthly fee via an amendment.

Controlled Substance Waste Service Locations – Sold To: 1000892715

Ship To	Name	Address	Service Type	Frequency	Monthly Fee
3000967441	Kern Medical Center	1700 Mount Vernon Ave Bakersfield, CA 93306-4018	Full Service	OnCall	\$2,698.80

Hazardous Waste Transactional Disposal Pricing

Service Description	UOM	Tower Code	Rate	Minimums
Lab Packs:				
Fuels for thermal treatment	DM55	A0700	\$346.46	
Oxidizer	DM55	LPI02	\$1,176.46	
Isocyanates	DM55	LPI03	\$1,667.43	
Reactive Metals (Li, Na, K - 1 lb. under oil)	LB	LPI05	\$61.63	Lab Pack Minimums Apply
Dioxins (F027)	LB	LPI06	\$88.44	Lab Pack Minimums Apply
Landfill, Non-regulated	DM55	LPL01	\$289.04	
Non-reactive	DM55	I1400	\$833.72	
Treatment, corrosives	DM55	LPW01	\$555.81	
Retort, Inorg Hg Compd/Soln	DM55	LPR01	\$5,928.59	
Treatable oxidizers	DM55	LPS01	\$1,111.61	
Stab, Characteristic Metal	DM55	LPS02	\$555.81	
Containerized Waste Streams:				
Flammable liquid (xylene, methanol, ethanol, stains)	DM55	A0100	\$275.46	
AF<1" Sludge 3-6%halo BTU > 5k	DM55	A0101	\$255.69	
AF<1" Sludge 6-10% halo BTU>5k	DM55	A0102	\$255.69	
AF<1" Sludge 20-25% halo BTU>5k	DM55	A0104	\$287.17	
AF<1" Sludge,>25% halo BTU >5K	DM55	A0105	N/A	
High Water Solvents	DM55	A0109	\$496.54	
AF 0-25% sludge<3%halo BTU> 5k	DM55	A0200	\$370.54	
AF 25-50% sludge<3%halo BTU>8k	DM55	A0300	\$396.48	
AF >50% sludge<3% halo BTU>10k	DM55	A0400	\$450.20	
AF <3" sludge3% halo NR BTU > 50	DM55	A0500	\$277.91	
Waste paint - (oil based D001 code)	DM55	A0600	\$376.20	
Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	DM55	A0800	\$741.07	
AF solid/debris haz to kilns	DM55	A0900	\$713.30	
*Non DOT, Non-RCRA Hazardous Waste - (oily rags, sorbents, antifreeze)	DM55	A1200	\$444.65	
Non-Hazardous Fixer/Developer WTE	DM55	A1300	N/A	
Materials - liquids, for co-generation electric facilities	DM55	A1300	N/A	
AF, solid/debris, hazardous, to cement kilns	DM55	A1700	\$379.81	
AF, solid/debris w/free liquid hazardous	DM55	A1702	N/A	
Corr acidic neut & fuels blend	DM55	A1800	\$744.80	
Non RCRA pharma co-gen facilit	DM55	A2000	\$729.96	
Cat 1 cyl lecture	Each	I31LE	\$348.31	
Cat 1 cyl med	Each	I310M	\$592.87	
Cat 1 cyl small	Each	I310S	\$418.72	
Cat 2 cyl lecture	Each	I32LE	\$492.81	
Cat 3 cyl lecture	Each	I33LE	\$644.74	
Cat 4 cyl lecture	Each	I34LE	\$1,267.24	
CN LIQ 0-100k ppm	DM55	I0400	\$2,273.26	
LIQUIDS - PESTICIDE SOLUTIONS	DM55	I0800	\$1,421.02	
Liquids- Lean waters, < 5% chlorinated solvents , <2500 btu	DM55	I0900	\$645.37	
LP, oxidizer	LB	I1100	\$5.02	Common Container Minimums Apply

LP, Reactive	LB	LP104	\$14.39	Common Container Minimums Apply
LP, Non-reactive	LB	I1300	\$2.00	Common Container Minimums Apply
Labpack, Non-Reactive, for Incineration	DM55	I1400	\$833.72	
Lab Pack, Incineration, Organic Acids.	DM55	I140A	\$833.72	
Lab Pack, Incineration, Organic Bases	DM55	I140B	\$833.72	
Lab Pack, Incineration, Flammable Liquids	DM55	I140D	\$833.72	
Lab Pack, Incineration, Pesticides	DM55	I140F	\$833.72	
Lab Pack, Incineration, Organic Poisons	DM55	I140P	\$833.72	
Reactive	LB	I1500	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Acidic	LB	I150A	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Basic	LB	I150B	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Flammable Solids (DOT 4.1)	LB	I15D1	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Spontaneously Combustible (DOT 4.2)	LB	I15D2	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Flammable Liquids	LB	I15D3	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Perchloric Acid, Hydrogen Peroxide	LB	I15E1	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Organic Peroxides (DOT 5.2)	LB	I15E2	\$10.43	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Flammable Liquids	LB	I150W	\$10.43	Lab Pack Minimums Apply
Debris for incin	LB	I1600	\$2.50	Lab Pack Minimums Apply
Cont solid for incineration	LB	I1700	\$2.74	Common Container Minimums Apply
Halo Liq >10% halogens-Incineration	DM55	I1802	\$1,111.61	
Non-comp for Direct Pump Incineration	LB	I1900	\$16.35	Common Container Minimums Apply
Reac non-comp	LB	I1903	\$4.15	Common Container Minimums Apply
BUTANE REFILL	LB	I1906	\$2.94	Common Container Minimums Apply
Reactive &/or Non-comp Liq	LB	I1908	\$6.99	Common Container Minimums Apply
Methanol, Glacial Acetic Acid	DM55	I2000	\$1,065.30	
INC Alk liq-incin/DIR incin	DM55	I2100	\$1,065.30	
ACID ALK <5000 BTU	LB	I2400	\$2.88	Common Container Minimums Apply
Pest/Fert Solid INCIN	LB	I2500	\$2.83	Common Container Minimums Apply
Reactive and or non-compatible solids	LB	I2600	CBC	Common Container Minimums Apply
Formalin for RCRA incin	LB	I2700	\$3.46	Common Container Minimums Apply
Biopsy Methanol Vials	DM55	I2702	\$704.04	
Formalin and Animal Parts for RCRA Incineration	DM55	I2703	\$704.04	
Fuel LIQ>5k BTU<5% halo	LB	I2800	\$1.31	Common Container Minimums Apply
Chemo Hood Filters	DM55	I2903	\$494.69	
RCRA/Non-RCRA DEA pharm	DM55	I3000	\$4,168.56	
CSRX NonRetrievable DEA Materl	DM55	I3002	\$873.43	
COVID-19 Decon Debris for Incineration	DM55	I3201	\$926.35	
LNDFL ready, non-reg	DM55	L0100	\$250.13	
Landfill, Crushed drums	DM55	L0400	\$111.17	
LNDFL ready reg meets UTS	DM55	L0700	\$305.70	
LNDFL wet SOLIDIFY CA st 90%FL	DM55	L0800	\$329.80	
Lead Aprons/ Lead Indicators	DM55	L0900	\$393.52	
X Ray Film	DM55	L1000	\$495.83	
Asbestos, double bagged and wetted, for landfill, regulated	DM55	L1100	\$370.54	
PCB Ballasts for incineration	LB	PCB01	\$6.31	
PCB ball/caps for TSCA LNDFL	DM55	PCB09	\$963.41	
Latex Paint for recycling	DM55	R0100	\$592.87	

Mercury Compounds, Mercury spill materials for waste disposal	DM55	R0400	\$5,928.59	
*Lead Acid	LB	R0500	\$1.07	\$20 Minimum Applies
Fluorescent Bulbs/Lamps: 4ft, 8ft, U-Shaped, and Circular	LB	R0600	\$2.49	\$25 Minimum Applies
Bulbs - U-Shaped/Circular Fluorescent	LB	R0601	\$2.28	\$25 Minimum Applies
Bulbs - 8 Ft Fluorescent	LB	R0602	\$2.28	\$25 Minimum Applies
Bulbs - Compact Fluorescent	LB	R0603	\$2.28	\$25 Minimum Applies
Bulbs - Incandescent	LB	R0604	\$2.28	\$25 Minimum Applies
Used Oil/Refrigerant Oil	DM55	R0700	\$287.17	
Antifreeze/Propylene Glycol	DM55	R0800	\$259.72	
*Lithium	LB	R0900	\$9.93	\$75 Minimum Applies
Lithium-Ion Batteries Recycle	LB	R0901	\$3.56	\$75 Minimum Applies
Oil filters, Non-regulated	DM55	R1000	\$245.56	
*Nickel Cadmium	LB	R1100	\$2.58	\$50 Minimum Applies
*Nickel Metal Hydride	LB	R1101	\$1.87	\$50 Minimum Applies
Devices containing Mercury (Recycle) (Amalgam)	LB	R1400	\$11.87	Common Container Minimums Apply
Crushed Fluorescents Lamps	LB	R1500	\$3.94	Common Container Minimums Apply
*Alkaline	LB	R2400	\$2.11	\$50 Minimum Applies
RCRA empty drums, for reconditioning or scrap recycling	DM55	R2700	\$68.56	
Freon Refrigerant, Recycle	DM55	R3800	\$144.44	
Pb Aprons/ Pb Indicators Recyc	DM55	R4000	\$679.94	
Mixed Batteries	LB	R4100	\$6.21	Common Container Minimums Apply
Bulbs: HID, Halogenated, and Incandescent	LB	R4200	\$6.09	\$50 Minimum Applies
Bulbs - Halogens	LB	R4203	\$5.61	\$25 Minimum Applies
*Non-PCB Ballasts	LB	R4500	\$1.44	Common Container Minimums Apply
CRT intact-recycle	LB	R5000	\$2.04	\$50 Minimum Applies
Flat Screen Monitors	LB	R5002	\$2.04	\$25 Minimum Applies
X-ray Film for Recycle	LB	R5103	\$3.70	\$10 Minimum Applies
Electronic Devices	LB	R5500	\$2.35	\$50 Minimum Applies
Fire Extinguishers, For Recycle	Each	R6000	\$105.87	
Cylinders, flammable, propane-small, camp type, for recycle	Each	R6100	\$53.74	
Flammable Cylinders - Small	Each	R6101	\$53.74	
Cylinders, Helium, for Recycle	Each	R6200	\$105.56	
Cyl CO2 for recycle	Each	R6300	\$55.59	
Cylinders, MAPP Gas, for Recycle	Each	R6400	\$118.52	
Cyl Oxygen for Recycle	Each	R6500	\$83.39	
Latex Paint for solidification	DM55	S0100	\$277.91	
LNDFL wet SOLIDIFY CA st	DM55	S0200	\$407.59	
Sludge pH<4 w/RCRA metal	DM55	S0201	\$481.70	
ALK SOL/SLG/RCRA mtl	DM55	S0202	\$481.70	
SLDG F6-F9 F19 CN<590	DM55	S0300	\$426.13	
HAZ DEB Alk F6-F9 F19 CN <590	DM55	S0302	\$463.19	
Treatable oxidizers	DM55	S0600	CBC	
Treat Oxi LIQ Class A	DM55	S0601	\$1,111.61	
Treatable Oxidizers	DM55	S0604	\$1,950.00	
Sludge pH7 w/RCRA metals	DM55	S0700	\$481.70	
Acid D7 25-50% acid	DM55	S1200	\$648.44	
NR shreddable sol w/free liq-LF	DM55	S1400	\$327.93	
Mercury Debris or Mercury Containing Liquids, > 260 ppm, for stab	DM55	S2202	\$1,167.20	
Acid aqueous no Cr/acid< 25%	DM55	W0101	\$426.13	
Acid no Cr 10-25%HNO3	DM55	W0110	N/A	
Acid no D7 >26%HNO3	DM55	W0111	N/A	
Acid D7 25-50% acid	DM55	W0102	\$602.13	
Acid LIQ Acid > 50%	DM55	W0103	\$824.46	

Alkali waste water-Caustic<25%	DM55	W0201	\$463.19	
AF<1" Sludge 6-10% halo BTU>5k	DM55	W0202	\$481.70	
ALK LIQ <50% caustic	DM55	W0203	\$509.50	
Acid chromic total Cr<5000 ppm	DM55	W0401	\$741.07	
Acid chromic 5001-10000ppm	DM55	W0402	N/A	
Chromic Acid 50000ppm-75000ppm	DM55	W0406	N/A	
H2O,<10% floc NR treat&dschrge	DM55	W0500	\$277.91	
H2O/Oil <10% floc NR	DM55	W0501	\$277.91	
Fixer/Developer Containing Silver	DM55	W0800	\$333.50	
Lab Pack, Treatment, Inorganic Acids	DM55	W160A	\$555.81	
Lab Pack, Treatment, Inorganic Bases	DM55	W160B	\$555.81	
Inorganic cyanides	DM55	LPW03	\$1,204.26	
LP, Treatment, Corr Poisons	DM55	W16PA	\$648.44	
CN Liq 5k-15k ppm	DM55	W2002	\$648.44	

Hazardous Waste Non-Disposal Pricing

Service Description	UOM	Tower Code	Rate	Comments
Transportation:				
Haz Stop Fee (Non West)	Each	TRSTOP1	\$582.41	
Demurrage	Hourly	TRADMDEM	\$188.89	
AK Surcharge Fee	Each	TRADMHM	\$925.93	
HI Surcharge Fee	Each	TRADMHM	\$555.56	
PR Surcharge Fee	Each	TRADMHM	\$555.56	
Vehicle, Service	Each	EQVESERV	\$333.50	
Insurance, Security & Environmental Fee	Per Invoice	ISEPCT	5%	
Labor:				
Lab packing and sorting	Hourly	LBLABRST	\$94.50	4 hour minimum (Portal to Portal)
Field Tech - 1st Hour	Hourly	TRSTRDEM	\$94.50	4 hour minimum (Portal to Portal)
Field Tech	Hourly	LBFIELST	\$94.50	4 hour minimum (Portal to Portal)
Driver-operator	Hourly	LBDRIVST	\$94.50	4 hour minimum (Portal to Portal)
Field Chemist, Straight Time	Hourly	LBCHEMST	\$137.11	4 hour minimum (Portal to Portal)
Field Chemist, Over Time	Hourly		\$205.65	
Project Manager, Straight Time	Hourly	LBPROJMS	\$155.63	4 hour minimum (Portal to Portal)
Supplies:				
Analytical Test: pH	Each	LAB1001	\$55.59	
Analytical Test: Flash Point	Each	LAB3036	\$107.46	
Analysis - TCLP Semi-Volatiles	Each	LAB3047	\$616.94	
Analysis - TCLP Volatiles	Each	LAB3048	\$346.46	
Analytical Test: RCRA Metal TCLP	Each	LAB3051	\$48.19	
1.5 Quart Black Container (C)	Each	SP15QTRB	\$22.24	
12 gl black, hinged lid	Each	SP12BKHI	\$92.65	
18 gl black, sliding lid	Each	SP18BKSL	\$92.65	
2 gallon, black	Each	SP2GLBLK	\$22.24	
8 gl black, hinged lid	Each	SP8BLKHN	\$46.33	
8 gl black, sliding lid	Each	SP8BLKSL	\$46.33	
8 gl liners clear	Each	SP8LNRCL	\$11.13	
Pallet	Each	SPALLET	\$50.04	
Box, DOT E 9168	Each	SPBX9168	\$111.17	
Box, DOT E 9168 PIH	Each	SPBX916P	\$364.98	
Box (4 foot) Fluorescent Lamp Box	Each	SPBxBUB4	\$57.44	
Box (8 foot) Fluorescent Lamp Box	Each	SPBxBUB8	\$68.56	
Container, (4 Foot) Fluorescent Lamp Container	Each	SPBxBUC4	\$57.44	
Container, (8 Foot) Fluorescent Lamp Container	Each	SPBxBUC8	\$68.56	
Cubic Yard Box	Each	SPBXCYP	\$194.54	
Box, New Galaxy waste boxes	Each	SPBXGALX	\$194.54	
Box, Triwall Cardboard Box, Non-DOT	Each	SPBXTRI	\$194.54	
Drum, Fiber, 5 gallon, New, Closed Top	Each	SPDF05NC	\$37.06	

Drum, Fiber, 5 gallon, New, Open Top	Each	SPDF05NO	\$37.06	
Drum, Fiber, 5 gallon, Recon, Closed Top	Each	SPDF05UC	\$37.06	
Drum, Fiber, 5 gallon, Recon, Open Top	Each	SPDF05UO	\$37.06	
Drum, 15 gallon, RX	Each	SPDF15NC	\$100.06	
Drum, Fiber, 15 gallon, New, Open Top	Each	SPDF15NO	\$100.06	
Drum, Fiber, 15 gallon, Recon, Open Top	Each	SPDF15UO	\$74.11	
Drum, Fiber, 30 gallon, New, Closed Top	Each	SPDF30NC	\$127.85	
Drum, Fiber/Poly, 30 gallon, New, Open Top	Each	SPDF30NO	\$127.85	
Drum, Fiber, 30 gallon, Recon, Open Top	Each	SPDF30UO	\$87.09	
Drum, Fiber, 55 gallon, New, Closed Top	Each	SPDF55NC	\$148.22	
Drum, Fiber, 55 gallon, New, Open Top	Each	SPDF55NO	\$148.22	
Drum, Fiber, 55 gallon, Recon, Open Top	Each	SPDF55UO	\$88.94	
Poly Overpack - 85 gallon	Each	SPDF85NO	\$424.28	
Drum, Metal, 5 gallon, New, Closed Top	Each	SPDM05NC	\$59.30	
Steel Drum - 5 gallon	Each	SPDM05NO	\$59.30	
Drum, Metal, 15 gallon, New, Closed Top	Each	SPDM15NC	\$100.06	
Drum, Metal, 15 gallon, New, Open Top	Each	SPDM15NO	\$100.06	
Drum, Metal, 30 gallon, New, Closed Top	Each	SPDM30NC	\$148.22	
Drum, Metal, 30 gallon, New, Open Top	Each	SPDM30NO	\$148.22	
Drum, Metal, 55 gallon, New, Closed Top	Each	SPDM55NC	\$166.76	
Drum, Metal, 55 gallon, New, Open Top	Each	SPDM55NO	\$166.76	
Steel Overpack - 85 gallon	Each	SPDM85NO	\$429.83	
Drum, Poly, 5 gallon, New, Closed Top	Each	SPDP05NC	\$37.06	
Poly Drum - 5 gallon	Each	SPDP05NO	\$37.06	
Drum, Poly, 5 gallon, New, Open Top, Color	Each	SPDP05OC	\$37.06	
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UC	\$31.50	
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UO	\$31.50	
Drum, 10 gallon	Each	SPDP10NO	\$100.06	
Drum, 15 gallon	Each	SPDP15NC	\$100.06	
Drum, Poly, 15 gallon, New, Open Top	Each	SPDP15NO	\$100.06	
Drum, Poly, 15 gallon, Recon, Open Top	Each	SPDP15UO	\$74.11	
Drum, Poly, 20 gallon, New, Open Top	Each	SPDP20NO	\$127.85	
Drum, Poly, 20 gallon, Recon, Closed Top	Each	SPDP20NC	\$85.24	
Drum, Poly, 30 gallon, New, Closed Top	Each	SPDP30NC	\$127.85	
Drum, Poly, 30 gallon, New, Open Top	Each	SPDP30NO	\$127.85	
Drum, Poly, 30 gallon, Recon, Closed Top	Each	SPDP30UC	\$85.24	
Drum, Poly, 30 gallon, Recon, Open Top	Each	SPDP30UO	\$85.24	
Drum, Poly, 55 gallon, New, Closed Top	Each	SPDP55NC	\$148.22	
Drum, Poly, 55 gallon, New, Open Top	Each	SPDP55NO	\$148.22	
Drum, Poly, 55 gallon, Recon, Closed Top	Each	SPDP55UC	\$109.31	
Drum, Poly, 55 gallon, Recon, Open Top	Each	SPDP55UO	\$109.31	
Labels	Each	SPLABEL	\$1.87	
Labpacker, 05 gallon	Each	SPLBPK05	\$27.80	
Labpacker, 10 gallon	Each	SPLBPK10	\$37.06	
Labpacker, 20 gallon	Each	SPLBPK20	\$48.19	
Labpacker, 30 gallon	Each	SPLBPK30	\$48.19	
Labpacker, 55 gallon	Each	SPLBPK55	\$48.19	
Liner, Liner for Cubic Yard Box	Each	SPLINECYB	\$22.22	
Liner, Drum, 2 mil	Each	SPLINED	\$11.13	
Poly Sheeting - roll	Each	SPLINLUG	\$277.91	
Personal Protective Equip (Lvl D)	Each	SPPED	\$85.24	
Spill Pads - bale	Each	SPSORAL	\$209.37	
Tote, 330 Plastic, New	Each	SPTOT330	\$685.19	
Vermiculite - bag	Each	SPVERM	\$79.67	
Service Cost Recovery Fee	% of Invoice	SRPCT	4.75%	

Conversions and Minimums

Non-Specified Container Conversions		Conversion Table Notes
Container Size	Conversion	- These conversions will apply to all disposal and transportation items <u>priced per container</u> unless quoted separately - Numbers are expressed as a factor of a 55-gallon drum (e.g., 55-gallon price x 35% = sell price) - The greater of the conversion factor or location container minimum of \$40 will be applied. - Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below. - Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55-gallon price (e.g., 5-gallon price ÷ 35% = 55-gallon price). 2) Use the normal conversions on the 55-gallon drum price to convert to other container sizes.
1-5 gallon	35%	
6-15 gallon	50%	
16-30 gallon	75%	
31-55 gallon	1x	
85 gallon	1.5x	
Cubic Yard Boxes	4x	
250/275-gallon totes	5x	
330/350-gallon totes	6x	

Per Pound Standard Minimums			
	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³
Container (Gal)	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 to 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	--	--

- Excludes Lab Pack and Light Weight items
- Includes: LF06, STAB06-6, series of codes for INC14, INC15 & WAT16
- Includes: AF17, INC01, INC02, INC16
- All other container sizes are case by case (CBC)

Please Note: The greater of the disposal minimum or \$40 per container will be charged unless quoted otherwise

Non-Standard Minimums	
Container Min.	Process Code
\$10	REC51-3
\$15	REC60, REC61, REC62, REC63, REC64, REC65
\$20	REC02-xx series and REC05
\$25	LF04, REC06, REC27
\$50	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
\$75	REC09, REC09-1

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	\$295
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	\$240
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	\$240
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	\$80
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	EMANFSTF	Each	\$30.0
Minimum Invoice Amount	---	Per Invoice	\$350
Scheduled Pickup Cancellation	ADMCAN	Each	\$295
Repacking/Overpacking Fee	ADMREPK	Each	\$295
Overpack Handling Fee	ADMOVPK	Each	\$100
Technical Lab Pack Review "Flat Rate Fee - The flat fee criteria:	ADTECHRVW	Each	\$340
(1.) Excel submitted inventories;			
(2.) Maximum of 500 inventory items;			
(3.) <5% of items with Trade Names"			

1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

2. For a complete list of process code specifications, visit:

<https://www.cleaneearthinc.com/sites/default/files/Process-Specifications.pdf>

3. A minimum charge of \$350 applies to the invoice.
4. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. <https://www.stericycle.com/en-us/service-fees>

Assumptions

- This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- Pricing is based on the volume assumptions provided. Stericycle reserves the right to adjust pricing if waste quantity differs from what was provided.
- A minimum charge of \$350 applies to all invoices.
- Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average for diesel fuel as published by the Department of Energy.
- E-Manifest fees will be applied.
- In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

Waste Specific Conditions

- Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition
 - Unknown identification fee of \$350 may be charged for each unknown gas that is sampled and analyzed
 - A confirmation fee of \$200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable
 - Inoperable valve fee: No charge for Category A cylinders. For Categories B through E, a tapping fee of \$350 per cylinder will apply regardless of size of cylinder. For Categories F & G, inoperable valve fee will be case-by-case
- Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Stericycle personnel must tape the battery ends.

General Disposal Terms and Conditions

- Bulk waste is typically defined as tanker or roll-off loads
- Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste
- Electronic profiling is included in the price. Paper profiles will be charged at \$50 each
- Unless otherwise specified, prices quoted do not include the following:
 - Radioactive Waste
 - Biohazard or Infectious Waste
 - Explosives of any type
 - Liquid or free mercury
 - Isocyanates
 - Reactive materials (metals, solids, liquids)

Hazardous Waste Service Locations – Sold To: 1000892715

Ship To	Name	Address	Frequency
3000967441	Kern Medical Center	1700 Mount Vernon Ave Bakersfield, CA 93306-4018	OnCall

Attachment B – Hazardous Waste Agreement Definitions

“Category A Material” means an infectious substance in a form capable of causing permanent disability or life threatening or fatal disease in otherwise healthy humans or animals when exposure to it occurs. An exposure occurs when an infectious substance is released outside its protective packaging, resulting in physical contact with humans or animals.

“Customer Confidential Information” means any information, material and data disclosed to Stericycle by Customer or its affiliates, or obtained by Stericycle in connection with providing the Services, directly or indirectly, whether orally, in writing, in magnetic or electronic form, or by drawings or inspection, including but not limited to: (a) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature and relating to the business operations of Customer, (b) private information as defined by state and federal law including but not limited to protected health information under HIPAA, or (c) any information supplied by Customer that is marked or indicated to be “Confidential.” Customer Confidential Information shall not include information in the public domain or information that at the time of disclosure was already known to Stericycle on a non-confidential basis.

“Conforming Waste” means Waste that is tendered to Stericycle for Services under this Agreement in compliance with the terms of this Agreement and applicable Law and that: (a) fully conforms to correct and complete Waste Characterization Data; (b) conforms in its content to any associated labelling or packaging; (c) is properly segregated from other types of Wastes; and (d) is properly packaged or containerized.

“Hazardous Waste” means any waste containing hazardous or toxic substances, as such terms are defined by applicable Laws, including any substance regulated by the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., as amended, or any listed or characteristic hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (“RCRA”) or under any comparable state or local laws, and any waste material that has been mixed with, derived from or came into contact with any of the foregoing.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Human Body Fluids” means cerebrospinal fluid, synovial fluid, pleural fluid, peritoneal fluid, pericardial fluid, and amniotic fluid that are in containers or that when compressed drip freely from body fluid soaked Solid Waste items.

“Infectious Waste” means any of the following: (a) Laboratory Waste, (b) Pathological Waste, (c) Human Body Fluids, (d) Sharps, (e) Trace Chemotherapy Waste (also known as antineoplastic or cytotoxic waste), and (f) any other Waste containing or in contact with infectious substances, blood, patient specimens, pathogens, other regulated medical waste or other potentially infectious materials, the handling, transport or disposal of which is regulated under applicable Laws.

“Laws” means statutes, ordinances, orders, rules and regulations of any federal, state, municipal, county or other local governmental authority.

“Laboratory Waste” means waste cultures and stocks of agents that are generated from a laboratory and are infectious to humans; discarded contaminated items used to inoculate, transfer, or otherwise manipulate cultures or stocks of agents that are infectious to humans; wastes from the production of biological agents that are infectious to humans; and discarded live or attenuated vaccines that are infectious to humans.

“Nonconforming Waste” means any material tendered to Stericycle under this Agreement that is not a Conforming Waste.

“Pathological Waste” means (a) human tissues and body parts removed accidentally or intentionally during surgery or autopsy intended for disposal, but does not include teeth, and (b) research animal waste including animal carcasses, body parts, or blood that was exposed to infectious agents.

“Profile Sheet” or **“Waste Characterization Data Form”** means form(s) used to obtain Waste Characterization Data that may be made available to Customer by Stericycle on a case-by-case basis depending on the type of Waste managed.

“Sharps” means items contaminated with a pathogen or that may become so contaminated via handling or during transport and capable of cutting or penetrating skin or packaging material, including but not limited to needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.

“Solid Waste” means discarded items such as garbage, refuse and rubbish generated by or accumulated in Customer’s operations or at its locations, including those discarded items that are recyclable or that are defined as Solid Waste under 40 C.F.R. Part 261.2 or comparable state or local laws. Solid Waste, however, excludes Special Waste, Hazardous Waste and Infectious Waste.

“Special Waste” means discarded items that are exempt from regulation as a Hazardous Waste under RCRA, such as universal wastes, non-hazardous pharmaceutical waste and other commercial or industrial wastes that applicable Laws require be handled differently than Solid Waste.

“Trace Chemotherapy Waste” means discarded items which have been contaminated by chemotherapeutic, cytotoxic or antineoplastic agents, including but not limited to vials, syringes, and intravenous delivery bags and tubing, but only if such items are “empty” as defined in applicable Laws.

“Waste” means Special Waste, Hazardous Waste, or any other type of waste of Customer or at Customer’s locations Stericycle has agreed in writing to handle in accordance with this Agreement that is tendered to Stericycle or otherwise managed or handled under this Agreement.

“Waste Characterization” means the process of determining a Waste’s regulated status according to applicable Laws.

“Waste Characterization Data” means all information used for Waste Characterization, including but not limited to generator knowledge, descriptions of the processes generating the Waste, material safety data sheets, ingredient information, package inserts, analytical testing, and other information describing a Waste’s characteristics.

Attachment C – Energy Charge Percent of Invoice Fuel Surcharge

Stericycle uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by the U.S. Department of Energy for the prior month to the adjustment.

The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is not responsible for the information provided.

Stericycle Energy Charge Table		
At Least (price per gallon)	But Less Than (price per gallon)	Surcharge (% of Invoice)
0	\$2.75	5.80%
\$2.76	\$3.00	6.30%
\$3.01	\$3.25	6.90%
\$3.26	\$3.50	7.40%
\$3.51	\$3.75	7.90%
\$3.76	\$4.00	8.50%
\$4.01	\$4.25	9.00%
\$4.26	\$4.50	9.60%
\$4.51	\$4.75	10.10%
\$4.76	\$5.00	10.70%
\$5.01	\$5.25	11.20%
\$5.26	\$5.50	11.70%
\$5.51	\$5.75	12.30%
\$5.76	\$6.00	12.80%

If the diesel rate rises above \$6.00, the 12.80% surcharge will be increased 0.6% for every \$0.25 increase in the diesel rate. Stericycle reserves the right to update or modify the fuel table upon thirty (30) days' prior notice to HealthTrust

Attachment D

Customer Respiratory Protection Policy



We protect what matters.

Updated June 2021

Customer Respiratory Protection Policy

This policy applies to U.S.-based Stericycle customers who require Stericycle employees, including in-service technicians, to wear customer-issued respirators when present at the customer's facility.

"Respirator" as used in this policy refers to any device or face covering that is considered a "respirator" by the U.S. Occupational Safety and Health Administration (OSHA) for purposes of its Respiratory Protection standard (29 C.F.R. 1910.134).

When a customer requires Stericycle employees to wear customer-issued respirators, such customer shall, in accordance with 29 C.F.R. 1910.134:

- 1.0 Establish and implement a written, work-site specific respiratory protection program that covers contractors and visitors in addition to employees, a copy of which must be made available to Stericycle upon request.
- 2.0 Select and provide an appropriate respirator based on the hazards to which the Stericycle employee will be exposed.
- 3.0 Conduct a fit test on each Stericycle employee using the same make, model, style and size of respirator that will be provided.
- 4.0 Prepare, and retain for at least one (1) year from the date of test, a record of the fit tests administered to Stericycle employees, including: (A) the name of the employee tested; (B) the type of fit test performed; (C) the specific make, model, style and size of respirator tested; (D) the date of the test; and (E) the test results.
- 5.0 Provide a copy of the record referenced in item (4), above, to the Stericycle employee immediately following the test.

In accordance with 29 C.F.R. 1910.134, Stericycle trains in-service technicians on respiratory protection and conducts medical evaluations to confirm their ability to use a respirator. Stericycle employees who believe that their safety has been compromised in any way have, and will exercise, stop work authority.

Attachment E
Key Performance Indicators

KPI Metric Description	Metric Definition	Metric Calculation Approach	Measurement Frequency	Target Metric
Annual Review	Supplier shall conduct an annual review with Customer executives which will include a summary of Year 1 achievements and what is on deck for subsequent years.		Annually	100%
Business Reviews	Supplier shall conduct quarterly business reviews with Customer and shall provide a copy of the agenda at least seven (7) days in advance of the scheduled business review. Customer will ensure Key Stake Holders are in attendance.		Annually	100%

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

August 19, 2026

Subject: Proposed Purchase Agreement with Foresight Imaging LLC

Recommended Action: Approve; Authorize Chairman to sign

Summary: Kern Medical requests your Board approve the proposed Purchase Agreement with Foresight Imaging, LLC, dba TIMS Medical for purchase and maintenance of video bedside swallow evaluations equipment in an amount not to exceed \$60,160. This device allows speech pathologist to conduct video swallow evaluations at bedside for patients with limited mobility and in the fluoroscopy, room delivering it to our imaging repository, PACS. Kern Medical chose TIMS Medical due to ongoing success and features that will continue to allow quality, effective and safe swallow evaluations. The agreement is effective August 19, 2026 through August 18, 2031, in an amount not to exceed \$12,032 annually and \$60,160 in the aggregate.

Counsel is unable to approve the terms as they include a limitation of liability. Despite negotiations Counsel was unable to remove this term.

Therefore, it is recommended that your Board approve the proposed Purchase Agreement with Foresight Imaging LLC dba TIMS Medical, for repair of a purchase and maintenance of the TIMS units, effective August 19, 2026 through August 18, 2031, in an amount not to exceed \$12,032 annually and \$60,160 in the aggregate, plus tax and shipping, and authorize the Chairman to sign.

Purchase Agreement

This agreement ("Agreement") is entered into August 19, 2026 ("Effective Date") by and between **Foresight Imaging LLC** ("Seller") and **Kern County Hospital Authority** ("Customer") according to the following terms and conditions. Seller agrees to sell and deliver to Customer and Customer agrees to purchase the products and services according to the terms and conditions set forth in this Agreement. In this Agreement, each of Seller and Customer are a "Party" and both of them collectively are the "Parties".

Now, therefore, in consideration of the mutual benefits, promises, payments and undertakings of the Parties, it is hereby agreed that:

Terms and Conditions of Sale

1. DEFINITIONS: As used in these Terms and Conditions: (i) "goods" means Seller products supplied hereunder, (ii) "R.M.A. means Return Material Authorization; (iii) "Seller" means Foresight Imaging, LLC and/or its affiliates; and (iv) Customer means the purchaser of the Seller goods.
2. PRICES AND TAXES: Prices are exclusive of all federal, state and local taxes, fees or charges. Any such tax, fee or charge imposed by any governmental authority on, or measured by, the transaction between Seller and Customer will be paid by Customer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such tax, fee or charge at the time of sale or thereafter, Customer will promptly reimburse Seller therefor.
- 3.
4. SHIPMENT: In the absence of specific shipping instructions, Seller will ship by the method it deems most advantageous. Transportation charges will be shipped collect using Customer's account or, if prepaid, will be subsequently invoiced to Customer. Unless otherwise indicated, Customer is obligated to obtain insurance against damage to the goods being shipped. Unless otherwise specified, the goods will be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.
5. SECURITY INTEREST: Seller reserves a purchase money security interest in goods sold and the proceeds thereof, in the amount of the purchase price. In the event of default by Customer in any of its obligations to Seller, Seller will have the right to repossess the goods sold hereunder without liability to Customer. The security interest shall lapse when the goods are paid in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest. On request of Seller, Customer will execute financing statements and other instruments that Seller may request to perfect Seller's security interest.
6. TERMS OF PAYMENT: If credit is approved and maintained, Customer shall pay to Seller the total amount of invoice within thirty (30) days of the date of invoice. Accounts that remain unpaid after forty-five (45) days from date of invoice will be subject to a charge of interest at the rate of 1.5% per month or the highest lawful rate, whichever is less, calculated on the unpaid balance for each day payment has not been received, commencing on the due date. Seller reserves the right to require that any new orders from Customers with invoices that are sixty (60) days overdue be paid prior to delivery. Invoices for payment shall be submitted to the email address or bill to address of as indicated on the purchase order from the Customer.
7. DATA AND PROPRIETARY RIGHTS: Seller may supply data relating to the goods. Portions of this data are proprietary and will be so marked. When so marked, Customer shall hold such data in strict confidence. Seller retains for itself

exclusively all proprietary rights (including manufacturing rights) in and to all designs, engineering details and other data pertaining to goods provided to Customer, and to all discoveries, inventions, patent rights, products and all other property rights arising out of work done solely by Seller or jointly with Customer. A copyright notice on any data by itself does not constitute or evidence a publication or public disclosure.

8. SALES CONVEYS NO LICENSE: The goods are offered for sale and are sold by Seller subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent claim with respect to which Seller can grant licenses covering complete equipment, or any assembly, circuit combination method or process in which any such goods are used as components. Seller expressly reserves all its rights under such patent claims.
9. LIMITED WARRANTY: Seller warrants that the goods manufactured by Seller or integrated into Seller's goods will be free from defects in material and workmanship and perform to Seller's applicable published specifications for a period of one (1) year from date of delivery to Customer. Except as hereinafter provided, goods not manufactured by Seller or integrated into Seller's goods will have a warranty specific to the applicable manufacturer; provided, however, that if such third party goods are found by Customer to be defective prior to acceptance as set forth in Section 10 below, Customer may return such goods to Seller. Such warranty shall commence on the date of delivery to Customer. The liability of Seller hereunder shall be limited to replacing or repairing, at its option, any defective goods which are returned to Seller. The cost of freight and insurance to and from the point of repair will be borne solely by Customer. In no case are goods to be returned without first obtaining permission and a Customer R.M.A. number from Seller. The warranties are contingent upon the proper use of the goods and will not apply to goods on which the original identification marks have been removed or altered. The warranties shall not apply to defects or failures due to accident, neglect or misuse; any party other than Seller modifying, adjusting, repairing or servicing the goods and failure to provide a suitable installation environment. If Seller determines that the goods returned are not covered by this warranty, Customer shall pay Seller's standard charges for handling and repair.
10. EXCEPT AS PROVIDED ABOVE, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER.
11. ACCEPTANCE: Upon its receipt of the goods, Customer shall promptly inspect them in accordance with testing procedures, mutually agreed to, and may (i) reject any goods which fail in any material respect to meet the product specifications within fifteen (15) days and (ii) request an R.M.A. number. Customer shall return the rejected goods, freight prepaid to the repair facility designated by Seller within ten (10) days of rejection. Seller reserves the right to refuse to accept delivery of any shipment containing any shipping cartons which do not have the R.M.A. number displayed on the outside. Within thirty (30) days of its receipt, Seller shall, at its option and expense, either repair or replace the goods which it considers to have been properly rejected. In the event Seller concludes such goods have not been properly rejected, Customer shall pay all charges and shall, in addition, reimburse Seller at Seller's current rate for testing expenses incurred by Seller with respect to goods found by Seller to meet the specifications.
12. CANCELLATION: Orders may be cancelled by Customer upon written notice to Seller no less than thirty (30) days in advance of the scheduled shipping date, only upon payment of a reasonable restocking fee. In the event of cancellation, Customer will have no rights to any goods.
13. LIMITATION OF LIABILITY. SELLER DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR GOODS NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO EVENT SHALL SELLER BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE ONE MILLION DOLLARS (\$1,000,000).

14. COMPLIANCE WITH APPLICABLE LAWS. Customer agrees to comply with all applicable federal and state laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended from time to time. Customer agrees to indemnify, defend and hold harmless Seller from any third party actions, claims, damages, costs and expenses (including reasonable attorneys fees) based on an allegation of Customer's non-compliance with any such laws or regulations.

15. GENERAL: Export of goods requires compliance with government export controls and procedures. The Seller shall have no obligation under an order placed under these Terms and Conditions until written acceptance thereof is dispatched to the Customer by the Seller. These Terms and Conditions shall prevail notwithstanding any variation or additions contained in any order or other document submitted by the Customer and the Seller hereby rejects all variations and additions. NO MODIFICATION, TERMINATION EXTENSION, RENEWAL OR WAIVER OF, NOR ADDITION TO, THE TERMS AND CONDITIONS SHALL BE BINDING UPON THE SELLER UNLESS SPECIFICALLY SET FORTH IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. The Customer shall pay all costs and expenses, including reasonable attorneys fees, incurred by the Seller in exercising any rights available to Seller to the extent the Seller is successful in enforcing such rights.

IN ADDITION TO THE GOODS, ANY OTHER ITEM FURNISHED OR SERVICE PERFORMED BY SELLER FOR CUSTOMER IN THE FURTHERANCE OF THESE TERMS AND CONDITIONS, ALTHOUGH NOT SPECIFICALLY IDENTIFIED HEREIN, SHALL NONETHELESS BE COVERED BY THESE TERMS AND CONDITIONS UNLESS SUCH ITEM OR SERVICE IS SPECIFICALLY COVERED BY A WRITTEN AGREEMENT EXECUTED BY SELLER AND CUSTOMER

TIMS SYSTEM SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

These TIMS System Support and Maintenance ("TIMS Support Services") Terms and Conditions apply to the support services described below that are offered by Foresight Imaging, LLC and/or its affiliates ("Foresight Imaging" or the "Seller").

YOU ("CUSTOMER") SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ELECTING TO PURCHASE ONE OR MORE OF THE TIMS SUPPORT SERVICES AND PAYING THE ASSOCIATED INVOICE YOU WILL RECEIVE OR HAVE RECEIVED FROM AN AUTHORIZED SELLER RESELLER OR FROM THE SELLER DIRECTLY. THE SELLER'S AGREEMENT TO PROVIDE THE SERVICES THAT YOU HAVE ELECTED TO PURCHASE IS EXPRESSLY CONDITIONED UPON YOUR AGREEMENT TO THESE TERMS AND CONDITIONS, AND YOUR ACCEPTANCE OF ANY SUCH SERVICES FROM THE SELLER CONSTITUTES YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

1.0 DEFINITIONS

1.1 "Authorized Reseller" means a commercial reseller of Foresight Imaging products that is currently authorized by the Seller to act as such.

1.2 "Confirmation Letter" means the letter sent by the Seller to the Customer which confirms the Seller's acceptance of the Customer's purchase of TIMS Support Services and lists the services purchased and the Software Products and Hardware Products to which the services apply. The Seller will provide only those services described in these Terms and Conditions that are set forth in the Confirmation Letter, and then only with respect to the Software Products and Hardware Products also listed therein.

1.3 "Program License" means the Seller's standard end-user software license agreement (EULA) applicable to the Software Products and Software Updates. In the case of software programs or hardware owned and licensed by third parties, "Program License" means the end-user software or hardware license agreement supplied by such third-party licensor. The Program License is a separate license and, except as provided herein, is governed by the Confirmation Letter and the EULA's separate terms and conditions.

1.4 "Software Products" means the software programs licensed to the Customer by the Seller (or by a third-party licensor approved by Seller) and described in the Confirmation Letter. Only those Software Products (and related Software Updates) set forth in the Confirmation Letter are covered by the applicable services provided hereunder.

1.5 "Software Updates" means the software programs licensed by the Seller that are generally offered and expressly designated by the Seller, in its sole discretion, as updates to specified Software Products. Software Updates generally consist of product enhancements, improved performance and error corrections that the Seller has determined, in its sole discretion, to provide with respect to specified Software Products. Documentation may be provided in electronic format only.

1.6 "Hardware Products" means the TIMS Computer system(s) purchased by the Customer from the Seller (or by a third-party licensor approved by Seller) and described in the Confirmation Letter. Only the Hardware Products set forth in the Confirmation Letter are covered by the applicable services provided hereunder.

2.0 TERM AND TERMINATION

2.1 The TIMS Support Services purchased by the Customer will commence upon acceptance by the Seller as set forth in the Confirmation Letter. The Confirmation Letter will also state the termination date for each of the purchased services.

2.2 The Seller's obligations will cease automatically upon the termination or expiration of each specified service set forth in the Confirmation Letter, or upon the termination of the Customer's Program License applicable to the Software Products, Software Updates or license key, in accordance with its terms. The Seller's obligations will cease if the Customer assigns or otherwise transfers any Software Product (including Software Updates and license keys, if applicable) or related Seller Hardware Product covered hereunder (whether or not permitted by the

applicable Program License) without the Seller's prior written consent. TIMS Support Services cover one person on one system for one year. No refunds will be made as a result of any termination or expiration of services hereunder for any reason.

3.0 TIMS SUPPORT SERVICES

Set forth below are descriptions of the Seller's TIMS Support Services. Not all services are available in all locations and for all products.

3.1 Software Updates

3.1.1 This service provides that the Customer will be entitled to receive Software Updates on the Software Products listed in the Confirmation Letter. The Seller is only obligated to make Software Updates available via download from its website. The Seller may, at its sole discretion, make Software Updates available via other media for an additional charge to be determined by the Seller.

3.1.2 The Seller will not be obligated to deliver to the Customer any Software Updates that are not compatible with the Hardware Products, nor shall the Seller be obligated to release updates to Software Products that the Seller has not elected, in its sole discretion, to release or offer to customers generally.

3.1.3 The timing of the release of Software Updates will be determined by the Seller in its sole discretion. The Seller may from time to time make particular error corrections available electronically from its website. The Seller will be under no obligation to release a Software Update in any portable media format (such as a disk or drive) containing any such "error correction" contemporaneously with such posting.

3.1.4 The Customer's use of each Software Update is governed by and subject to the Program License applicable to the related Software Product. Software Updates are subject to the warranty (including its limitations and disclaimers) included in the applicable Program License.

3.2 Technical Support

3.2.1 The Seller will provide telephone assistance to the Customer for the Software Products and Hardware Products listed in the Confirmation Letter. The Seller will provide telephone assistance only on the most current version of the Software Products, Hardware Products and the prior versions.

3.2.2 Calls for telephone assistance to the U.S. Technical Support Center can only be accepted from 8:00 A.M. to 8:00 P.M., EST, Monday through Friday, excluding Seller recognized holidays and during Seller and departmental meetings. The Seller will provide telephone assistance within a reasonable period of time after the Customer adequately describes a problem with the Software Product or Hardware Products to the Seller's Technical Support Center.

3.2.3 The Seller will provide telephone assistance as described above for the Seller Hardware Products used in conjunction with the Software Products listed in the Confirmation Letter. This assistance will be with respect to board setup and changes in installation and configuration.

3.2.4 The Seller will provide web-based (if available at Customer site) and email assistance from the U.S. Technical Support Center from 8:00 A.M. to 8:00 P.M., EST, Monday through Friday, excluding Seller recognized holidays and during Seller and departmental meetings. The Seller will make reasonable efforts to respond within 1 (one) business day.

3.2.5 There is no on-site or in-person service provided hereunder, unless mutually agreed upon between the Seller and the Customer for an additional cost. The Seller will be obligated to provide service in accordance with this Section 3.2 only for Software Products and Hardware Products that are used in the recommended operating environment and system in accordance with the technical requirements specified in the hardware and software documentation. THE SELLER RESERVES THE RIGHT TO CANCEL OR DENY SERVICE DESCRIBED IN THIS SECTION 3.2 WITHOUT ANY REFUND IF THE CUSTOMER REQUESTS SERVICE FOR SOFTWARE

PRODUCTS THAT ARE BEING USED IN CONJUNCTION WITH NON-APPROVED CPU'S AND PERIPHERALS.

3.3 Quick Turn Repair and Depot Exchange Program

3.3.1 Calls to the U.S. Technical Support Center concerning the Quick Turn Repair and Depot Exchange Program can only be accepted from 8:00 A.M. to 8:00 P.M. EST, Monday through Friday, excluding Seller recognized holidays.

3.3.2 The Seller will in its sole discretion determine whether to repair or exchange the Hardware Products purchased and listed in the Confirmation Letter. Monitors, mobile carts, keyboards, mice, cables, and related accessories are not covered by these TIMS Support Services. Any items not listed in the Confirmation Letter are covered exclusively by their manufacturer's warranty. Consult the sales department for the individual product's manufacturer's warranty. This repair or exchange program shall not apply to defects or failures due to accident, neglect or misuse; any party other than the Seller modifying, adjusting, repairing or servicing the TIMS computer and failure to provide a suitable installation environment.

3.3.3 The Seller will, at its own expense, if after determining that replacement Hardware Products (the "Replacement") need to be sent, or returned and repaired Hardware Products (the "Repair") need to be sent back, ship via 2-day express courier a Replacement or Repair that is comparable (but not necessarily identical) to the Hardware Products being returned to the Seller for credit, and any remaining warranty or support services purchased by the Customer will be transferred to the Replacement or Repair retained by the Customer, as appropriate. The Seller will use commercially reasonable efforts to ship the Replacement, or ship back the Repair after receiving the original Hardware Products from the Customer, within two business days to a U.S. site, or courier for international customers. The Customer is responsible for any applicable duties, taxes and international shipping charges, if applicable.

3.3.4 For a Repair, the Customer must, at its own expense, package and ship the corresponding Hardware Products to the Seller using a one- or two-day delivery service of its choice. For a Replacement, within two (2) business days of receiving the Replacement, the Customer must, at its own expense, package and ship the corresponding Hardware Products to the Seller for credit using a one- or two-day delivery service of its choice. The Customer bears the risk of loss or damage with respect to any items sent to Seller while in transit, and return of items to the Seller will be deemed to have been made only when such items are actually received by the Seller. Failure to return the Hardware Products for credit upon receipt of the Replacement will result in a charge to the Customer for the purchase of new Hardware Products.

3.3.5 The Seller's obligation to provide a Repair or Replacement to the Customer on a timely basis is subject to availability within the Seller, and the Seller is not responsible for delays beyond its reasonable control.

4.0 CUSTOMER'S GENERAL RESPONSIBILITIES WITH RESPECT TO ELECTED SERVICES

4.1 The Customer shall give the Seller reasonable access to its equipment, the Software Products, Software Updates, Hardware Products and all relevant documentation and records, and shall provide such assistance as the Seller may reasonably request, including sample output and other diagnostic information, in order to assist the Seller in performing its obligations hereunder.

4.2 The Customer shall use the Software Products (including Software Updates, if applicable) and Hardware Products in the recommended operating environment and system in accordance with the technical requirements specified in the hardware and software documentation. It is also the Customer's responsibility to have adequate knowledge of and proficiency with the operation of the computer platform and operating system as well as the peripheral equipment used in conjunction with the Software Products and Hardware Products.

4.3 The Customer shall, to the best of the Customer's ability, read, comprehend and follow operating instructions and procedures specified in the Seller's documentation related to the Software Products and Hardware Products, and follow procedures and recommendations provided by the Seller's U.S. Technical Support Center in an effort to correct problems. The TIMS Support Services is not intended to provide the Customer with training on the

Software Products and Hardware Products.

4.4 The Customer will designate a single individual at each relevant location as the Seller's contact. All communications by the Customer to the Seller in connection with the foregoing services will be made by the designated contact person. The Customer will promptly notify the Seller in writing of any change in this contact person.

4.5 The Customer agrees that the rights granted to the Customer, the use limitations and the Customer's responsibilities to prevent unauthorized disclosure specified in the Program Licenses applicable to the Software Products apply with equal force and effect to all service elements, such as corrective codes, enhancements and Software Updates that are provided to the Customer hereunder.

4.6 If the Customer requests any maintenance or service not covered by these Terms and Conditions, and the Seller agrees to provide such service, the Customer will be billed at the Seller's prevailing billing rate to be determined at time of the request. Charges must be remitted using approved credit or charge card.

5.0 EXCLUSIONS AND LIMITATIONS

5.1 The Seller does not warrant that any Software Products, Software Updates or Hardware Products will meet the Customer's requirements or be error-free. The Seller's obligation to provide TIMS Support Services hereunder shall be limited to commercially reasonable efforts to perform its obligations hereunder. The Seller is not responsible for costs or expenses incurred in acquiring additional hardware or software (including additional memory or similar items) in connection with the use of Seller products covered hereunder, whether or not Seller personnel suggest the use of such additional hardware or software is advisable.

5.2 The Seller shall have no obligation to provide TIMS Support Services hereunder with respect to Software Products and related Hardware Products that were not licensed and/or purchased as new by the Customer directly from the Seller or an Authorized Reseller. The Customer agrees that any transfer or assignment (whether or not permitted by the Seller) of any Software Products, Software Updates or related Hardware Products covered hereunder to another party shall be without liability or warranty or any other obligation on the part of the Seller.

5.3 The Seller shall have no obligation to provide TIMS Support Services hereunder that are required by any of the following: (a) abuse, misuse or neglect; or (b) repairs, alterations and/or modifications which are not permitted by the Program License and which are performed by other than the Seller or an Authorized Reseller; or (c) use of the Software Products and related Hardware Products in conjunction with computer platform, operating system and peripherals that have not been approved by the Seller; or (d) malfunction or modification of peripherals used in conjunction with the Software Products and Hardware Products; or (e) failure by the Customer to follow operating instructions and procedures specified in the Seller's documentation related to the Software Products or Hardware Products or to follow procedures and recommendations provided by the Seller's U.S. Technical Support center in an effort to correct problems.

6.0 LIMITATION OF LIABILITY AND REMEDIES

6.1 Seller shall defend, indemnify, and hold harmless Customer from and against any and all actual claims brought by third parties resulting in damages, liabilities, costs and/ or expenses (including reasonable attorneys' fees) that arise out of Seller's gross negligence or willful misconduct in providing the TIMS Support Services under these Terms and Conditions, provided that Customer: (a) promptly notifies Seller thereof and (b) gives to Seller all authorization, information, co-operation and assistance to defend, compromise or settle the applicable claim. Customer shall have no authority to compromise or settle any such claim on Seller's behalf.

6.2 IN CONNECTION WITH THE TIMS SUPPORT SERVICES RENDERED HEREUNDER, AND COMPUTER SOFTWARE AND DOCUMENTATION SUPPLIED UNDER THE EULA, THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH THE SELLER SPECIFICALLY DISCLAIMS.

6.3 THE SELLER'S CUMULATIVE LIABILITY HEREUNDER FOR ALL CAUSES OF ACTION SHALL BE LIMITED TO AND NOT EXCEED ONE MILLION DOLLARS (\$1,000,000), REGARDLESS OF WHETHER THE SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THAT ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE IN CONNECTION WITH THE TIMS SUPPORT SERVICES RENDERED AND COMPUTER SOFTWARE, HARDWARE PRODUCTS AND DOCUMENTATION SUPPLIED HEREUNDER FOR (1) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER OR TORT DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, OR FROM PRODUCTS NOT BEING AVAILABLE, LOSS OF DATA OR LOSS OF PROFITS, BUSINESS, INVESTMENT OR GOODWILL,. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES PAID BY THE CUSTOMER FOR THE SERVICES HEREUNDER REFLECT THIS ALLOCATION OF RISK.

6.4 The Seller shall be relieved of its obligations to perform hereunder in the event that Acts of God, war, terrorism, labor disputes, shortages of materials, unavailability of transportation, failure of telephone, electrical, internet or other service, acts or omissions of vendors or subcontractors, pandemic or epidemic, or other causes beyond its reasonable control cause a delay or render performance by the Seller impracticable or impossible.

7.0 GENERAL

7.1 The Seller retains the right to subcontract any TIMS Support Services described herein to subcontractors it selects.

7.2 Except in the event of a merger, acquisition, sale of all or substantially all of the assets, or change in control of more than 50% of the ownership interests of the assigning party, neither party may assign or transfer any of its rights under these Terms and Conditions, including monies payable thereunder, without the prior written consent of the other party. Any assignment made without such consent is null and void. These Terms and Conditions are binding on and, subject to the first sentence of this clause, inure to the benefit of the parties, their successors and assigns.

7.3 These Terms and Conditions, together with the Confirmation Letter, set forth the entire agreement and understanding between the Customer and the Seller as to the subject matter hereof, and neither the Customer nor the Seller shall be bound by any conditions, definitions, warranties, understandings or representations, oral, written or otherwise, with respect to such subject matter other than as expressly provided herein, or as duly set forth in a subsequent writing signed by a duly authorized representative of the party to be bound.

7.4 Notices to Customer shall be sent to the address specified in the Confirmation Letter and to the Seller shall be sent to: Foresight Imaging, Attn: Customer Service, 1 Executive Drive, Suite 202, Chelmsford, MA 01824, U.S.A. Notices to the Seller of any change in address can be made in writing on the Customer's letterhead or by email or phone.

7.5 Payment: All invoices for TIMS Support Services must be pre-paid or paid within 30 days of invoice date with approved credit. TIMS Support Services may be denied for non-payment of TIMS Support Services invoices.

7.7 Confidentiality: Any communication marked as Confidential between the Seller and the Customer, whether written, electronic, verbal, transactional information, data, material, pricing, terms and conditions offered herein or during the performance of this Agreement is confidential and neither the Seller nor the Customer shall disclose any of the other party's said confidential information to any third party except as expressly permitted herein, required by law, or upon receipt of written authorization from the discloser of the confidential information. This confidentiality requirement excludes the disclosure of confidential information with attorneys, accountants and temporary employees hired by the Seller and the Customer whose position requires access to this information and who are bound by confidentiality obligations substantially similar to those set forth herein. For purposes of confidential pricing information, Customer may share confidential pricing information with owned, managed, leased, and affiliated organizations as well as their physicians, patients, third-party payors and consultants who assist with financial, operational, and performance improvement activities and who agree to maintain the confidentiality of

such information. Nothing withstanding anything to the contrary, nothing herein shall prohibit Customer from complying with disclosure of any information required at law or via legal process.

7.8 Insurance: The Seller will maintain, at the Seller's sole cost and expense, throughout the entire term of this agreement, a policy of Professional Liability Insurance with licensed insurance companies in a minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate and General Comprehensive Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, to cover any loss, liability or damage alleged to have been committed by the Seller, or the Seller's agents, servants, or employees. In addition, the Seller will maintain throughout the entire term of this Agreement, Motor Vehicle insurance in the amount of Three Hundred Thousand Dollars (\$300,000) per claim. The Seller will provide the Customer with Certificates of Insurance upon written request evidencing all required coverages and coverage extensions.

7.9 Debarment, Suspension, and Other Responsibilities Matters: The Seller declares that neither itself or any individual employed by the Seller: (a) is currently listed by any federal or state agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal and/or state healthcare procurement programs; or (b) has been convicted of any crime relating to federal and/or state healthcare procurement program.

8.0 TIMS Support Services Renewals

8.1 The purchase of the current year of TIMS Support Services may require the purchase of prior years of TIMS Support Services if the support contract has lapsed.

END-USER LICENSE AGREEMENT FOR TIMS SOFTWARE -

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between You (either an individual or a single entity) ("You") and Foresight Imaging, LLC (hereinafter called "Foresight"), which sets forth the terms and conditions relating to Your licensing and/or use of the Software (as defined in Section 1 below). By installing, accessing (including logging-in), copying or otherwise using this Software (or permitting any person or entity to do so), You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, Foresight is unwilling to license this Software to You. In such event, You may not use or copy this Software (or authorize the copying or use thereof), and You should promptly contact Foresight for instructions on return of the unused product(s).

1. DEFINITIONS.

- a. "Documentation" means the documentation that is generally provided to customers with the Software, as revised by Foresight from time to time, and which may include user manuals, operation instructions, release notes and electronic documentation.
- b. "Intellectual Property Rights" means all worldwide intellectual property rights, including, without limitation, copyright, trademark, service mark, trade secret, know how, inventions, patent, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- c. "License" means a license granted under Section 2.
- d. "License Term" means the duration of a License as specified in the Order.
- e. "Order" means a purchase order, or other ordering document issued by You to Foresight or an authorized reseller and which is accepted by Foresight.
- f. "Software" means the TIMS MVP Software, TIMS Review Software, TIMS DICOM System Software, TIMS DICOM Review Software, TIMS Consultant Client Software, TIMS Server Software and any and all other Foresight software, as specified and described in the Order.

2. GRANT OF LICENSE.

- a. Subject to the terms and conditions of this EULA, Foresight grants You one of the following licenses as specified in the Order: (a) a perpetual, non-exclusive, non-transferable, limited license (the "Perpetual License"); or (b) a non-exclusive, non-transferable, limited, renewable license for the license term (the "License Term"), in both instances, to use the Software in machine readable form.
- b. If You are licensing the TIMS MVP Software, TIMS Review Software, TIMS DICOM System Software, TIMS DICOM Review Software, TIMS Consultant Server Software You may install and use one (1) copy of the Software on one (1) computer. If the Software includes functionality that enables the computer to act as a network server, any number of computers or workstations may access or otherwise utilize the basic network services of that server. The basic network services are more fully described in the Documentation. You may also store or install a copy of the computer software portion of the Software on the computer to allow Your other computers to use the Software over an internal network, and distribute the Software to Your other computers over an internal network. However, You must acquire and dedicate a license for the Software for each computer on which the Software is used or to which it is distributed. A license for the Software may not be shared or used concurrently on different computers.
- c. If You are licensing the TIMS Consultant Client Software, You may install the Software on an unlimited number of computers and You may allow that number of concurrent users equal to the number of licenses You purchase as specified in the Order to use the Software.

- d. You may make a single back-up copy of the Software provided that such copy shall bear the original and unmodified copyright and other intellectual property markings as originally delivered by Foresight. You may use the back-up copy solely for internal archival purposes.
- e. You agree to be responsible for ensuring that all persons or entities accessing, copying and/or using the Software comply with this EULA (including but not limited to employees and independent contractors). You also agree to be responsible for all damages, liability, costs or expenses incurred by Foresight in the event of any unauthorized access, copying or use of the Software by such persons or entities.

3. OWNERSHIP. The Software and the Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights embodied therein, are and shall remain the sole and exclusive property of Foresight and its licensors. Your rights to use the Software and the Documentation shall be limited to those applicable rights expressly granted in this EULA and any applicable Order. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- a. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- b. You may not alter, modify, adapt, create or prepare any derivative works based on the Software. You agree that any works resulting from such actions are derivative works of the Software and, as such, are the sole and exclusive property of Foresight and/or its licensors.
- c. You will not remove any product identification, proprietary, copyright or other notices contained in the Software.
- d. You will not use the Software in contravention of any applicable laws or government regulations.
- e. You may not rent, lease, sublicense, distribute, resell or otherwise grant any right of use or reproduction of the Software.
- f. Without prejudice to any other rights, Foresight may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software, Documentation and all component parts thereof.

5. UPGRADES. If the Software is an upgrade from another product, whether from Foresight or another supplier, You may use or transfer the Software only in conjunction with that upgraded product. If the Software is an upgrade of a Foresight product, You now may use that upgraded product only in accordance with the applicable terms set forth in this EULA. If the Software is an upgrade of a component of a package of software programs which You licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

6. DUAL MEDIA SOFTWARE. You may receive the Software in more than one medium. Regardless of the type or size of medium You receive, You may use only one medium that is appropriate for Your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the Software.

7. **LIMITATION OF LIABILITY.** Foresight's aggregate, cumulative liability for any and all damages (including but not limited to direct, indirect, consequential and special damages) relating to or arising from use of the Software and/or this EULA, whether in tort or under any other legal theory, shall not exceed one million dollars (\$1,000,000).
8. **THIRD PARTY PRODUCTS.** You acknowledge that the Software may contain or be accompanied by certain third party hardware and/or software products. You acknowledge and agree that such third party products may be subject to other terms and conditions.
9. **EXPORT.** You acknowledge that the export of the Software is subject to export or import control and You agree that the Software will not be exported unless You obtain all necessary licenses from the U.S. Department of Commerce or other agency as required by law.
10. **DISTRIBUTION TO THE U.S. GOVERNMENT.** The Software consists of commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of the standard software license agreement as stated in DFARS 227.7202.

This Agreement contains all of the understandings and agreements of the Parties with respect to the subject matter of this Agreement, and any prior understandings or agreements between the Parties as well as any terms and conditions on any purchase orders or other documents from either Party, are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the last date shown below.

Customer:
Kern County Hospital Authority

Seller:
Foresight Imaging, LLC
Anthony R. Digitally signed by Anthony R. Molinari Jr.
Date: 2026.06.22 17:41:36 -04'00'

By: _____
Print Name: _____
Title: _____
Date: _____

By: **Molinari Jr.**
Print Name: **Anthony Molinari**
Title: **VP**
Date: _____

Customer Contact Information:

Designated Representative: _____
Designated Representative Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Company Contact Information:

Designated Representative: _____
Designated Representative Title: _____
Address: **1 Executive Dr., Suite 202
Chelmsford, MA 01824**
Telephone: **978-458-4624**
Facsimile: _____
E-mail address: _____

REVIEWED ONLY
NOT APPROVED AS TO FORM

By *Phillip Jenkins*
Kern County Hospital Authority

Exhibit A

ADDITIONAL AGREEMENT TERMS & CONDITIONS to the Purchase Agreement Kern County Hospital Authority (KCHA) - Foresight Imaging, LLC (Vendor)

This Purchase Order is entered into by and between Kern County Hospital Authority, a local unit of government which owns and operates Kern Medical Center, with its primary place of operations at 1700 Mount Vernon Avenue, Bakersfield, CA 93306 and Foresight Imaging, LLC, with its primary place of business located at Executive Drive, Suite 202, Chelmsford, MA 01824. This Agreement shall be in place for the products and services detailed in quote number 314104 included herein for a period of five (5) years from the date of May 20, 2026 through May 19, 2031 and shall not exceed \$60,160. If any terms and conditions in this Exhibit A conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

Obligations of Vendor

1. Vendor shall provide products/services as set forth in the attached Vendor quote.
2. Vendor shall provide products/services at the pricing identified in the attached Vendor quote. Unless otherwise clearly specified, the prices stated herein do not include California state sales or use tax.
3. Vendor warrants possession of clear and unencumbered title to the products and/or services involved herein.
4. Vendor may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by KCHA:
 - (a) **Workers' Compensation Insurance** in accordance with the provisions of section 3700 of the California Labor Code. This policy shall include employer's liability insurance with limits of at least one million dollars (\$1,000,000). Include a cover sheet stating the business is a sole proprietorship, if applicable.
 - (b) **Commercial General Liability Insurance** in the minimum amounts indicated below or such additional amounts as may be determined by the KCHA Risk Manager, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any quote with KCHA), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of vendor's performance of work hereunder. The amount of said insurance coverage required hereunder shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (c) **Professional Liability (Errors and Omissions) Insurance** for liability arising out of, or in connection with the performance of all required services under this quote, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate unless otherwise indicated by KCHA's Risk Manager.

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 company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII. All insurance provided by Vendor hereunder shall be primary to and not contributing to any other insurance maintained by 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 vendor until completion of all of vendor'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. Each Party agrees to indemnify, defend and hold harmless the other Party and its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of counsel, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of the other Party's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons, damage to any property, regardless of where located, including the property of the other Party; and any workers' compensation claim or suit arising from or connected with any services performed by or on behalf of either Party by any person or entity. Further, Vendor shall indemnify, defend and hold KCHA, its officers, agents, servants and employees harmless from liability of any nature or kind as a result of KCHA's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used under this Exhibit A.

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

Obligations of KCHA

7. KCHA shall receive shipments during regular business hours, or otherwise as previously arranged, at its receiving dock at the shipping address specified on the purchase order, and shall perform receiving inspections(s) within three (3) business days of receipt.

8. KCHA shall notify Vendor of any discrepancies in products shipped or services rendered, be the quantity, condition, or otherwise, within three (3) business days upon completion of the receiving inspection

Delivery, Invoicing, and Payment

9. Unless stated otherwise on the quote, all goods and services shall be delivered Free On Board (F.O.B) Destination, with transfer of title and risk of loss to rest with Vendor until goods are received at the receiving dock at the shipping address on the purchase order by KCHA. The freight carrier will be chosen by Vendor. All freight charges will be pre-paid by Vendor and added to the invoice for payment by KCHA.

10. Up to thirty (30) days prior to the scheduled shipping date of the purchase order, KCHA may, without cause, terminate this Agreement by written notice ("**Notice of Termination**"). The Notice of Termination will be deemed effective 15 days after personal delivery, or 20 days after mailing by regular U.S. Mail or Federal Express or Certified Mail with Return Receipt, , postage prepaid. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Party, Vendor shall submit to KCHA all files, memoranda, documents,

correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this **Section 11**, KCHA shall pay Vendor for all Services provided by Vendor or Goods, that are not subject to a good faith dispute, ordered prior to the effective date of Notice of Termination.

11. The liabilities or obligations of KCHA with respect to its activities pursuant to this quote 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.

General Provisions

12. This Exhibit A including the quote, the Purchase Agreement, any attachments hereto and contains the entire agreement between KCHA and Vendor relating to the goods/services identified herein. By signing and fulfilling the Purchase Agreement and Exhibit A, both parties agree that in the event there is any inconsistency or conflict between this Exhibit A and the Purchase Agreement, , thePurchase Agreement shall control.

13. KCHA and Vendor agree that the provisions ofExhibit A will be construed pursuant to the laws of the State of California without consideration of conflict of law principles, and that venue of any action relating thereto shall be in the Superior Court of and for Kern County. Parties expressly agree that the Superior Court of Kern County shall have exclusive jurisdiction over any action arising out of this quote.

14. Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this quote, Vendor shall make available, upon written request of the Secretary of the United States Secretary of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller General"), or any of their duly authorized representatives, a copy of this quote and such books, documents and records of either party as are necessary to certify the nature and extent of costs of the services Vendor provided under this quote. Vendor 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.

15. Audits, Inspection and Retention of Records. Vendor agrees to maintain and make available to KCHA, accurate books and records relative to all its activities under this Exhibit A. Up to one time per calendar year, and at a mutually agreeable date and time, Vendor shall permit KCHA to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records or personnel or other data related to all other matters covered by this Exhibit A. Vendor shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the date of final payment under this Exhibit A, or until after the conclusion of any audit, whichever occurs last. The state of California or any federal agency having an interest in the subject of this Exhibit A shall have the same rights conferred upon KCHA herein.

16. Health Insurance Portability and Accountability Act-HITECH. Vendor understands that KCHA is a Covered Entity that provides medical and mental health services and that I have no authorization to obtain access to any Protected Health Information ("PHI") in any form. If, in the course of my services, I see or hear any PHI, this PHI is to be treated as private and confidential, including the fact that a person has visited this facility(ies) or receives (or previously received) services from 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 Vendor agrees to negotiate in good faith and execute a business associate agreement with KCHA to supplement this quote if requested, subject to the Parties' agreement upon terms and conditions of the business associate agreement.

17. Disqualified Persons. Vendor 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. Vendor 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"), Vendor shall immediately notify KMC and such individual shall be immediately removed by Vendor from any functions involving (i) the claims development and submission process, and (ii) any healthcare provider contact related to KMC patients; provided, however, that if Vendor is directly involved in the Enforcement Action, any agreement between KCHA and Vendor shall terminate immediately.

18. Non-collusion Covenant. Vendor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Exhibit A with KCHA. Vendor has received no incentive or special payments, nor considerations, not related to the provision of services under this Exhibit A from KCHA.

Foresight Imaging, LLC dba TIMS Medical (Vendor)

Anthony R. Digitally signed by
Anthony R. Molinari Jr.
Date: 2026.06.22
Signature: **Molinari Jr.** 17:42:06 -04'00'

Print Name: Anthony Molinari

Title: VP _____

Date: _____

Kern County Hospital Authority

Signature: _____

Philip McLaughlin
Chair, Board of Governors

Date:

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Phillip Jenkins
Kern County Hospital Authority

TIMS Quotation

Quote Number: 3141084
 Quote Date: 4/2/2026
 Status: Quote
 FOB: FOB Factory



Account: Kern Medical Center
 Main Phone: (661)326-2000
 Fax:
 Ship Via: UPS Ground

Bill To: Kern Medical Center
 Attn. To:
 Address: 1700 Mt. Vernon Ave.
 Bakersfield, CA 93306
 USA

Ship To: Kern Medical Center
 Attn. To:
 Address: 1700 Mt. Vernon Ave.
 Bakersfield, CA 93306
 USA

Item	Description	Quantity	Price	Discounted Unit Price	Ext. Price
061000-FEES	TIMS 2000 FEES	1	\$24,995.00	\$23,995.00	\$23,995.00
081000-555	TIMS Support & Maintenance Bundle (Years 2-5)	2	\$11,980.00	\$8,585.00	\$17,170.00
061000-SP-PKG	TIMS 2000 SP	1	\$24,995.00	\$24,995.00	\$24,995.00
061000-TRADE-IN-2026	TIMS Trade-In Discount 2026	1	-\$6,000.00	-\$6,000.00	-\$6,000.00
Created By: Tyler Kelley				Grand Total:	\$60,160.00

COMMENTS:

Pricing for TIMS 2000 FEES Package - With Audio Capture

Quote also includes TIMS MBSS Trade-In Stationary CPU + Trade-In Discount

For AMBU A Compact Cart (Cart and AMBU Device/ Scopes purchased from AMBU)

*** Quote includes Stationary TIMS CPU and monitor

*** Quote includes one license of TIMS Review Software for reviewing and editing studies on any (1) hospital workstation

*** Quote includes up to 4 hours of onsite installation, and up to 4 hours of onsite training in one onsite visit of approximately 1.5 days

*** Quote includes one (1) year of Support and Maintenance at no additional charge

*** Quote includes 4-year support & maintenance bundle at discounted rate - one per each system

Support Bundle with system, covers system for 5-Years Total (1-Year included, bundle adds additional 4

** Purchase Order may be emailed to Tyler Kelley - tkelley@tims.com or call (978) 458-4624 x279 **

TIMS System Prices Include a LCD Monitor, a one year license of TIMS Review, and Typical Onsite Installation and Training.

TIMS Installation and Training:

- Includes installation on one modality over approximately 1.5 days in one visit.
- Each additional modality is \$4,995. Consult sales for part numbers.
- Modality & modality room must be unused at scheduled install time
- Up to 4 Hours of On-Site Installation at one location
- Up to 4 Hours of User Training at one location
- Valid for US and Canada only. Consult sales for installation in other countries.
- TIMS Review software license orders & TIMS Review Workstation orders are installed by the customer or with TIMS Medical technical support assistance via telephone or online.

TIMS Support & Maintenance:

- Included with each TIMS DICOM System purchase (one year agreement)
- Technical Support via telephone, email and WebEx (Online)
- Normal business hours (8:00 A.M. - 8:00 P.M. Eastern Standard Time)
- Two business day system replacement warranty
- Software upgrades as available via download
- TIMS Support & Maintenance Agreement is renewable in second year
- Price for TIMS Support & Maintenance Renewal Agreement is available upon request.

PURCHASE ORDER REQUIREMENTS:

- All orders must have an authorized signature.
- The "Bill To" and "Ship To" addresses must be clearly marked on the Purchase Order.
- All International shipments require a freight forwarder account number to ship.
- Foresight part numbers must be referenced on the purchase order.

STANDARD TERMS:

- With approved credit, payment terms are Net 30 from date of invoice. Otherwise, payment terms are payment in advance of shipment via Wire Transfer, Check, or MasterCard/Visa with a 3% convenience fee.
- Standard delivery is 2-4 weeks ARO unless otherwise indicated.
- We confirm all orders. This confirmation also indicates an estimated ship date.
- This quotation is valid for 30 Days.
- Any changes to these Terms & Conditions requires a re-quotation.
- All amounts are in US dollars.

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Foresight Imaging LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)..... C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1 Executive Drive, Suite 202 6 City, state, and ZIP code Chelmsford, MA 01824 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									
0	4	-	3	4	6	7	3	1	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Anthony Molinari</i>
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Date **01/02/2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information 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

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

August 19, 2026

Subject: Proposed Pricing Agreement with W.L. Gore & Associates

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve the proposed purchase agreement with W.L. Gore & Associates for the pricing agreement of vascular implants and related supplies to EVAR procedures. The products feature a proprietary angulated delivery tip with the Excluder device, a unique design and offers the needed clinical performance. The DrySeal sheaths are used by physicians in the Cath lab to support endovascular procedures. The proposed Agreement will be effective August 19, 2026 through June 30, 2028, in an amount not to exceed \$295,000 annually and \$590,000 in the aggregate.

Therefore, it is recommended that your Board approve the proposed pricing agreement with W.L. Gore & Associates for the purchase of the vascular implants and related supplies, effective August 19, 2026 through June 30, 2028, in an amount not to exceed \$590,000, plus tax and shipping, and authorize the Chairman to sign.



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Contract No.: 330971

PRICING AGREEMENT

W. L. Gore & Associates, Inc. ("**Gore**") agrees to sell to Kern Medical Center ("**Buyer**") and Buyer agrees to purchase from Gore, certain products as hereinafter set forth subject to availability, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, under the terms and conditions of this Pricing Agreement ("**Agreement**"). Buyer and Gore may collectively be referred to herein as "**Parties**", and individually as a "**Party**".

1. **Product and Pricing.** Products means the products and pricing set forth on Attachments One and Two, attached hereto. Upon email notice to Buyer, Gore may add a line-item extension of an existing Product under this Agreement, at the same price ("**Product Addition**"). The Product Addition will be deemed included as a Product, as if originally agreed to by the Parties hereunder. Except for Product Additions, any further changes to the Attachment(s) will require an amendment signed by both Parties.
2. **Eligible Facilities.** The facilities listed below are eligible to purchase Products under this Agreement. The terms and conditions of this Agreement, including pricing, are based on participation of the eligible facilities listed below:

ACCOUNT NUMBER	FACILITY NAME
11175676	Kern Medical Center

3. **Payment.** Payment for Products is due net thirty (30) days from the date the Products are delivered. All prices are exclusive of taxes.
4. **Term and Termination.** This Agreement is effective upon Gore's receipt of a fully executed copy of this Agreement executed by an authorized representative of Buyer ("**Effective Date**") and will continue through June 30, 2028 ("**Term**"). Either Party may terminate this Agreement, without cause, by providing the other Party with thirty (30) days prior written notice. The Term may be extended by written Amendment signed by both Parties.
5. **Non-Exclusivity.** Gore shall, on a non-exclusive basis, sell to Buyer, and Buyer shall, on a non-exclusive basis, purchase from Gore, the Products pursuant to the terms and conditions of this Agreement. Gore is not obligated to sell any minimum quantities of Products to Buyer under this Agreement.
6. **Purchase Orders.** Gore has the right to accept or reject any purchase order for any reason. Gore may accept any purchase order by confirming the order (whether by written confirmation, invoice, or otherwise), or by delivering the Products, whichever occurs first. No purchase order is binding on Gore unless accepted as provided for in this Agreement.
7. **Buyer Inspection.** Buyer shall have fifteen (15) days after delivery to promptly notify Gore in writing of any non-conformance of Products. All claims for non-conformance of Products delivered are waived if not made pursuant to this Section. Gore shall have no obligation to replace or provide credit for any non-conformance unless Gore has received timely notification of the same and only after Gore has verified whether such Products are nonconforming. No Products may be returned without Gore's prior written authorization. This Section contains Buyer's sole remedy for non-conforming Products.
8. **Delivery and Title.** Estimated delivery dates are set forth in the applicable purchase order. Risk of loss to all Products shall pass to Buyer upon Gore's delivery of such Products to the Buyer's designated location. Title to Products shall pass to Buyer upon Gore's receipt of payment.
9. **Confidential Information.** Buyer and Gore shall retain in confidence the terms and conditions of this Agreement and all data and information relating to the other Party's business, employees, development plans, programs, documentation, pricing, products, suppliers, and customers, and shall not, unless otherwise required by law, disclose such information to any third party without the other Party's prior written consent. Either Party shall have the right to disclose the other Party's information to its employees, attorneys and accountants, who have a need-to-know, provided that all such employees, attorneys and accountants are bound by confidentiality obligations at least as stringent as those contained herein. The receiving Party shall be liable for any unauthorized use or disclosure of confidential information by its employees, attorneys and accountants. Further, Buyer shall not modify, chemically analyze, or reverse engineer any Products. Notwithstanding the foregoing, Gore is aware that KCHA is a government entity and is subject to the California Public Records Act, Cal.Govt.Code §7290.000 et seq., the Brown Act, Cal.Govt.Code §54950 et seq., and other laws pertaining to government entities. Information required by law to be disclosed will not be considered Proprietary and Confidential by the Parties and will be disclosed only to the extent required to comply with that legal obligation.
10. **Limited Warranty.** Gore warrants that at the time of delivery and for a period of one (1) year from such date, the Products shall be free from defects in materials and workmanship and will materially conform to the Products' respective specifications in effect as of the date of manufacture. Claims for defects in the Products must be received by Gore within one (1) year from Gore's delivery of the Product on which the claim is based or such longer period as required by applicable law. Buyer's remedy shall be limited to replacement with another



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Gore product, or refund for Product which Gore verifies is defective. THIS SECTION SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND GORE'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY SET FORTH HEREIN. EXCEPT FOR THE WARRANTY IN THIS SECTION, GORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Compliance. Buyer represents that it will comply with all applicable laws, rules, and regulations, and is authorized to purchase the Products and holds all current licenses and certifications needed for the sale, distribution, storage and/or use of the Products.
12. Force Majeure. Neither Party will be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement for any failure or delay in fulfilling or performing its obligations under this Agreement when and to the extent such Party's ("Impacted Party") failure or delay is caused by or results from (a) acts of God; (b) flood, fire, earthquake, hurricane, explosion, flu, epidemic, pandemic, serious illness, plagues, disease, emergency, or outbreak; (c) war, invasion, terrorist threats or acts, riot or other civil unrest; (d) acts, laws or orders of governmental authorities; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, and (h) any cause beyond the reasonable control of the Impacted Party whether similar or dissimilar to the foregoing (collectively, "Force Majeure Event"). In the event the Force Majeure Event prevents performance thereunder, or the Impacted Party cannot mitigate or cure the nonperformance, for a period in excess of sixty (60) days, then the non-defaulting Party may immediately terminate this Agreement with written notice to the Impacted Party.
13. Notification. Buyer will be responsible for maintaining current address and contact information with Gore, and promptly communicating any changes to Gore, to enable Gore to provide accurate and timely notices, demands, requests, recalls or other communications. Gore shall not be liable for any delays in or no receipt of said communications due to incorrect address and contact information of Buyer.
14. General. This Agreement (including attachments) represents the entire agreement between the Parties and supersedes all other prior oral and written commitments, contracts, and understandings related to this subject matter. Gore is not obligated to enroll in or subscribe to third party software, applications, or processes not in place at the time of contract execution unless mutually agreed upon by the Parties. This Agreement creates no rights in any third parties. This Agreement may not be assigned by Buyer without the prior written consent of Gore. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions contained in any purchase order or other document issued by Buyer ("Buyer Documents"). In the event of any conflict between the terms of this Agreement and the terms of any Buyer Documents, the terms of this Agreement prevails. Further, the Parties agree the provisions of the UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS shall not apply to this Agreement.
15. Gore may be required to provide proof of insurance for one or more of the following types of insurance coverages as determined by Buyer:
 - (a) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the California Labor Code. This policy shall include employer's liability insurance with limits of at least one million dollars (\$1,000,000). Include a cover sheet stating the business is a sole proprietorship, if applicable.
 - (b) Commercial General Liability Insurance In the minimum amounts indicated below or such additional amounts as may be determined by Buyer's Risk Manager, including, but not limited to, Contractual Liability Insurance (specifically concerning the Indemnity provisions of any Purchase Order or agreement with Buyer), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Gore's performance of work hereunder. The amount of said insurance coverage required hereunder shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (c) Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with the performance of all required services under this Purchase Agreement or agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate unless otherwise indicated by Buyer's Risk Manager.
16. The Commercial General Liability Insurance shall include an endorsement naming Buyer and its board members, officials, officers, agents and employees as additional insureds. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-;VII. All insurance provided by Gore hereunder shall be primary to and not contributing to any other insurance maintained by Buyer. Any exception to these requirements must be approved by Buyer's Risk Manager. Buyer Risk Manager may require higher limits depending on the nature



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of the goods and/or services being provided. All insurance coverage requirements shall be maintained by Gore until completion of all of Gore's obligations to Buyer and shall not be reduced, modified or canceled without 30 days prior written notice to the Chief Executive Officer ("CEO").

17. Gore agrees to indemnify, defend and hold harmless Buyer and its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives ("Buyer Indemnitees") from third party losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and reasonable attorney's expenses (collectively "Third Party Claims"), which arise out of or are in any way connected with any act or omission of Gore or Gore's officers, agents, employees, Independent contractors, sub-contractors of any tier, or authorized representatives, that are negligent, willfully wrongful, or in violation of this Agreement. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to a third party or damage to any property of a third party. Further, Gore shall indemnify, defend and hold Buyer Indemnitees harmless from liability as a result of Buyer's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, or articles or appliances furnished or used under this Agreement, provided the Products are used in accordance with its applicable FDA approved IFU. Notwithstanding the foregoing, in the event of a dispute between Gore and Buyer related to this Agreement, Gore and Buyer will, in good faith, attempt to resolve the dispute at a minimum by providing notice in writing and an opportunity to respond before seeking intervention by a court or utilizing a legal process. Gore and Buyer may use a neutral mediator or other neutral third party to assist in resolving the dispute. To the extent the parties are found to have contributory fault with respect to any Third-Party Claim, each party shall be responsible for the proportionate amount of any judgement, liability, costs, and expenses attributable to that party's fault.
18. Buyer and Gore agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California, and that venue of any action relating thereto shall be in the Superior Court of and for Kern County
19. Access to Books and Records. Until the expiration of four (4) years after the expiration or termination of this Agreement, Gore 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 Gore provided under this Agreement. Gore further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, that such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.
20. Audits, Inspection and Retention of Records. Subject to any external governmental requests, Gore agrees to maintain records and supporting documentation of all transactions under this Agreement, sufficient to permit one audit per twelve months, limited to Invoices and purchase orders specific to this Agreement. Such audit shall require a minimum of ten (10) business days in advance written notice and be conducted in a manner designed to limit business interruption. Gore's cost accounting system is compliant with GAAP and subject to annual E&Y audits. Gore's quality system is certified to ISO 13485 and FDA 21 CFR Part 8209 and is subject to annual inspections by BSI, as well as other regulatory agencies. Company shall provide reasonable cooperation to such auditors and representatives
21. Health Insurance Portability and Accountability Act-HITECH. Gore understands that Buyer is a Covered Entity that provides medical and mental health services and that Gore has no authorization to obtain access to any Protected Health Information ("PHI") in any form while performing services for Buyer. If, in the course of performing services, Gore 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 Buyer. The privacy and confidentiality of Buyer's patients are protected by Buyer policies and procedures, state laws and regulations and Federal HIPAA Regulations. Gore does not presently qualify as a business associate in accordance with HIPAA Regulations. However, should that status change, Gore agrees to review and, if appropriate, negotiate in good faith to execute a business associate agreement with Buyer to supplement this Agreement if requested, to be incorporated herein as Exhibit D if so required.
22. Disqualified Persons. Gore 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 Buyer), (ii) is currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation, or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non- Procurement Programs. Gore agrees that if any individuals providing



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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"), Gore shall immediately notify Buyer and such individual shall be immediately removed by Gore from any functions involving (i) the claims development and submission process, and (ii) any healthcare provider contact related to Buyer patients; provided, however, that if Gore is directly involved in the Enforcement Action, any agreement between Buyer and Gore shall terminate immediately.

23. Non-collusion Covenant. Gore represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Buyer. Gore has received no incentive or special payments, nor considerations, not related to the provision of services under this Agreement from Buyer.
24. The liabilities or obligations of Buyer with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of Buyer and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California. Except as may be awarded to a third party by a court of competent jurisdiction, in no event will either party be liable for lost profits, special, incidental, punitive, consequential or Indirect damages (including lost profits) arising under this Agreement, whether based in contract, tort (including negligence), intended conduct or otherwise, even in that party has been advised of the possibility of such damages.

This Agreement is hereby acknowledged and accepted:

W. L. Gore & Associates, Inc.
960 W. Elliot Rd., Suite 202
Tempe, AZ 85284

Kern Medical Center
1700 Mount Vernon Ave.
Bakersfield, CA 93306

By: Brian Ucker
Digitally signed by Brian Ucker
DN: cn=Brian Ucker, c=US,
email=bucker@wlgore.com
Date: 2026.07.30 15:49:28 -
04'00'

By: _____

Print Name: Brian Ucker

Print Name: _____

Title: Director, Regional Accounts

Title: _____

Date: July 30, 2026

Date: _____

Effective Date: _____

APPROVED AS TO FORM:
Legal Services Department

By: Phillip Jenkins
Kern County Hospital Authority

A signed copy of this Agreement must be received by the Gore Strategic Accounts office via fax at 623.234.5255 or email at sstrategicaccounts@wlgore.com no later than 30 business days from date this Agreement is presented to Buyer. Additions, deletions, modifications, or interlineations to this Agreement will not be accepted unless fully Initialed by the Parties hereto.

Attachment One
Product Pricing
GORE® Aortic Products and Accessories

Item Number	GTIN	Item Description	UOM	Price
HGB161007A	00733132635313	GORE® EXCLUDER® Iliac Branch Endoprosthesis, 16mmX10mmX7cm 12Fr	EA	\$3,833
HGB161207A	00733132635320	GORE® EXCLUDER® Iliac Branch Endoprosthesis, 16mmX12mmX7cm 12Fr	EA	\$3,833
HGB161407A	00733132635337	GORE® EXCLUDER® Iliac Branch Endoprosthesis, 16mmX14.5mmX7cm 12Fr	EA	\$3,833
CEB231010A	00733132635283	GORE® EXCLUDER® Iliac Branch Endoprosthesis, 23mmX10mmX10cm 16Fr	EA	\$13,732
CEB231210A	00733132635290	GORE® EXCLUDER® Iliac Branch Endoprosthesis, 23mmX12mmX10cm 16Fr	EA	\$13,732
CEB231410A	00733132635306	GORE® EXCLUDER® Iliac Branch Endoprosthesis, 23mmX14.5mmX10cm 16Fr	EA	\$13,732
RLT231212	00733132622320	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX12mmX12cm 16Fr	EA	\$13,984
RLT231214	00733132622337	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX12mmX14cm 16Fr	EA	\$13,984
RLT231216	00733132622344	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX12mmX16cm 16Fr	EA	\$13,984
RLT231218	00733132622351	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX12mmX18cm 16Fr	EA	\$13,984
RLT231412	00733132622368	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX14.5mmX12cm 16Fr	EA	\$13,984
RLT231414	00733132622375	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX14.5mmX14cm 16Fr	EA	\$13,984
RLT231416	00733132622382	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX14.5mmX16cm 16Fr	EA	\$13,984
RLT231418	00733132622399	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX14.5mmX18cm 16Fr	EA	\$13,984
RLT261212	00733132622405	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX12mmX12cm 16Fr	EA	\$13,984
RLT261214	00733132622412	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX12mmX14cm 16Fr	EA	\$13,984
RLT261216	00733132622429	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX12mmX16cm 16Fr	EA	\$13,984
RLT261218	00733132622436	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX12mmX18cm 16Fr	EA	\$13,984
RLT261412	00733132622443	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX14.5mmX12cm 16Fr	EA	\$13,984
RLT261414	00733132622450	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX14.5mmX14cm 16Fr	EA	\$13,984
RLT261416	00733132622467	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX14.5mmX16cm 16Fr	EA	\$13,984
RLT261418	00733132622474	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX14.5mmX18cm 16Fr	EA	\$13,984
RLT281212	00733132622481	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX12mmX12cm 18Fr	EA	\$13,984
RLT281214	00733132622498	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX12mmX14cm 18Fr	EA	\$13,984
RLT281216	00733132622504	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX12mmX16cm 18Fr	EA	\$13,984
RLT281218	00733132622511	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX12mmX18cm 18Fr	EA	\$13,984
RLT281412	00733132622528	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX14.5mmX12cm 18Fr	EA	\$13,984
RLT281414	00733132622535	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX14.5mmX14cm 18Fr	EA	\$13,984
RLT281416	00733132622542	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX14.5mmX16cm 18Fr	EA	\$13,984
RLT281418	00733132622559	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX14.5mmX18cm 18Fr	EA	\$13,984
RLT311413	00733132619078	GORE® EXCLUDER® AAA Endoprosthesis, 31mmX14.5mmX13cm 18Fr	EA	\$13,984
RLT311415	00733132619085	GORE® EXCLUDER® AAA Endoprosthesis, 31mmX14.5mmX15cm 18Fr	EA	\$13,984
RLT311417	00733132619092	GORE® EXCLUDER® AAA Endoprosthesis, 31mmX14.5mmX17cm 18Fr	EA	\$13,984
RLT351414	00733132618477	GORE® EXCLUDER® AAA Endoprosthesis, 35mmX14.5mmX14cm 18Fr	EA	\$13,984
RLT351416	00733132618484	GORE® EXCLUDER® AAA Endoprosthesis, 35mmX14.5mmX16cm 18Fr	EA	\$13,984
RLT351418	00733132618491	GORE® EXCLUDER® AAA Endoprosthesis, 35mmX14.5mmX18cm 18Fr	EA	\$13,984
PLC121000	00733132618613	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX12mmX10cm 12Fr	EA	\$5,885
PLC121200	00733132618712	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX12mmX12cm 12Fr	EA	\$5,885
PLC121400	00733132618644	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX12mmX14cm 12Fr	EA	\$5,885
PLC141000	00733132618637	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX14.5mmX10cm 12Fr	EA	\$5,885
PLC141200	00733132618675	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX14.5mmX120cm 12Fr	EA	\$5,885
PLC141400	00733132618651	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX14.5mmX14cm 12Fr	EA	\$5,885
PLC161000	00733132618668	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX16mmX9.5cm 12Fr	EA	\$5,885
PLC161200	00733132618705	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX16mmX11.5cm 12Fr	EA	\$5,885
PLC161400	00733132618729	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX16mmX13.5cm 12Fr	EA	\$5,885
PLC181000	00733132618743	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX18mmX9.5cm 12Fr	EA	\$5,885
PLC181200	00733132618736	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX18mmX11.5cm 12Fr	EA	\$5,885
PLC181400	00733132618699	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX18mmX13.5cm 12Fr	EA	\$5,885

Item Number	GTIN	Item Description	UOM	Price
PLC201000	00733132618590	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX20mmX9.5cm 12Fr	EA	\$5,885
PLC201200	00733132618682	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX20mmX11.5cm 12Fr	EA	\$5,885
PLC201400	00733132618552	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX20mmX13.5cm 12Fr	EA	\$5,885
PLC231000	00733132618576	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX23mmX10cm 14Fr	EA	\$5,885
PLC231200	00733132618569	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX23mmX12cm 14Fr	EA	\$5,885
PLC231400	00733132618583	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX23mmX14cm 14Fr	EA	\$5,885
PLC271000	00733132618538	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX27mmX10cm 15Fr	EA	\$5,885
PLC271200	00733132618545	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX27mmX12cm 15Fr	EA	\$5,885
PLC271400	00733132618606	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX27mmX14cm 15Fr	EA	\$5,885
PLA230300	00733132618750	GORE® EXCLUDER® AAA Endoprosthesis, 23mmX3.3cm 16Fr	EA	\$4,034
PLA260300	00733132618774	GORE® EXCLUDER® AAA Endoprosthesis, 26mmX3.3cm 16Fr	EA	\$4,034
PLA280300	00733132618781	GORE® EXCLUDER® AAA Endoprosthesis, 28.5mmX3.3cm 16Fr	EA	\$4,034
PLA320400	00733132618804	GORE® EXCLUDER® AAA Endoprosthesis, 32mmX4.5cm 17Fr	EA	\$4,034
PLA360400	00733132618439	GORE® EXCLUDER® AAA Endoprosthesis, 36mmX4.5cm 18Fr	EA	\$4,034
PLL161007	00733132618811	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX10mmX7cm 12Fr	EA	\$4,073
PLL161207	00733132618798	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX12mmX7cm 12Fr	EA	\$4,073
PLL161407	00733132618767	GORE® EXCLUDER® AAA Endoprosthesis, 16mmX14.5mmX7cm 12Fr	EA	\$4,073
CXT201212	00733132650989	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 20mmX12mmX12cm 15Fr	EA	\$16,145
CXT201412	00733132650996	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 20mmX14.5mmX12cm 15Fr	EA	\$16,145
CXT231412	00733132651016	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 23mmX14.5mmX12cm 15Fr	EA	\$16,145
CXT261412	00733132651030	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 26mmX14.5mmX12cm 16Fr	EA	\$16,145
CXT281412	00733132651054	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 28.5mmX14.5mmX12cm 16Fr	EA	\$16,145
CXT321414	00733132651061	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 32mmX14.5mmX14cm 18Fr	EA	\$16,145
CXT361414	00733132651078	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 36mmX14.5mmX14cm 18Fr	EA	\$16,145
CXA200005	00733132650927	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 20mmX4.5cm 15Fr	EA	\$5,648
CXA230005	00733132650934	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 23mmX4.5cm 15Fr	EA	\$5,648
CXA260005	00733132650941	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 26mmX4.5cm 15Fr	EA	\$5,648
CXA280005	00733132650958	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 28mmX4.5cm 16Fr	EA	\$5,648
CXA320005	00733132650965	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 32mmX4.5cm 18Fr	EA	\$5,648
CXA360005	00733132650972	GORE® EXCLUDER® Conformable AAA Endoprosthesis, 36mmX4.5cm 18Fr	EA	\$5,648
TGM212110	00733132646890	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 21mmX21mmX10cm 18Fr	EA	\$22,745
TGM262110	00733132646913	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 26mmX21mmX10cm 20Fr	EA	\$22,745
TGM262610	00733132646920	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 26mmX26mmX10cm 20Fr	EA	\$22,745
TGM282810	00733132646937	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 28mmX28mmX10cm 20Fr	EA	\$22,745
TGM282815	00733132646944	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 28mmX28mmX15cm 20Fr	EA	\$22,745
TGM342815	00733132661664	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 34mmX28mmX15cm 22Fr	EA	\$22,745
TGM343410	00733132646951	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 34mmX34mmX10cm 22Fr	EA	\$22,745
TGM343415	00733132646968	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 34mmX34mmX15cm 22Fr	EA	\$22,745
TGM343420	00733132646975	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 34mmX34mmX20cm 22Fr	EA	\$22,745
TGM453715	00733132661671	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 45mmX37mmX15cm 24Fr	EA	\$22,745
TGM454510	00733132646982	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 45mmX45mmX10cm 24Fr	EA	\$22,745
TGM454515	00733132646999	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 45mmX45mmX15cm 24Fr	EA	\$22,745
TGM454520	00733132647002	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 45mmX45mmX20cm 24Fr	EA	\$22,745
TGMR312610	00733132646760	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 31mmX26mmX10cm 20Fr	EA	\$22,745
TGMR313110	00733132646777	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 31mmX31mmX10cm 20Fr	EA	\$22,745
TGMR313115	00733132646784	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 31mmX31mmX15cm 20Fr	EA	\$22,745
TGMR313120	00733132646791	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 31mmX31mmX20cm 20Fr	EA	\$22,745
TGMR373115	00733132661688	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 37mmX31mmX15cm 22Fr	EA	\$22,745
TGMR373710	00733132646807	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 37mmX37mmX10cm 22Fr	EA	\$22,745
TGMR373715	00733132646814	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 37mmX37mmX15cm 22Fr	EA	\$22,745
TGMR373720	00733132646821	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 37mmX37mmX20cm 22Fr	EA	\$22,745
TGMR403415	00733132661695	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 40mmX34mmX15cm 22Fr	EA	\$22,745

Item Number	GTIN	Item Description	UOM	Price
TGMR404010	00733132646838	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 40mmX40mmX10cm 22Fr	EA	\$22,745
TGMR404015	00733132646845	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 40mmX40mmX15cm 22Fr	EA	\$22,745
TGMR404020	00733132646852	GORE® TAG® Conformable Thoracic Stent Graft with ACTIVE CONTROL System, 40mmX40mmX20cm 22Fr	EA	\$22,745
TGU212110	00733132617777	GORE® TAG® THORACIC ENDO CONFORM, 21mmX10cm 18Fr	EA	\$22,299
TGU262110	00733132617791	GORE® TAG® THORACIC ENDO CONFORM, 26-21mmX10cm 20Fr Tapered	EA	\$22,299
TGU262610	00733132617784	GORE® TAG® THORACIC ENDO CONFORM, 26mmX10cm 20Fr	EA	\$22,299
TGU282810	00733132618026	GORE® TAG® THORACIC ENDO CONFORM, 28mmX10cm 20Fr	EA	\$22,299
TGU282815	00733132618057	GORE® TAG® THORACIC ENDO CONFORM, 28mmX15cm 20Fr	EA	\$22,299
TGU312610	00733132618040	GORE® TAG® THORACIC ENDO CONFORM, 31-26mmX10cm 22Fr Tapered	EA	\$22,299
TGU313110	00733132618033	GORE® TAG® THORACIC ENDO CONFORM, 31mmX10cm 22Fr	EA	\$22,299
TGU313115	00733132617814	GORE® TAG® THORACIC ENDO CONFORM, 31mmX15cm 22Fr	EA	\$22,299
TGU343410	00733132617807	GORE® TAG® THORACIC ENDO CONFORM, 34mmX10cm 22Fr	EA	\$22,299
TGU343415	00733132618156	GORE® TAG® THORACIC ENDO CONFORM, 34mmX15cm 22Fr	EA	\$22,299
TGU343420	00733132618170	GORE® TAG® THORACIC ENDO CONFORM, 34mmX20cm 22Fr	EA	\$22,299
TGU373710	00733132617722	GORE® TAG® THORACIC ENDO CONFORM, 37mmX10cm 24Fr	EA	\$22,299
TGU373715	00733132618187	GORE® TAG® THORACIC ENDO CONFORM, 37mmX15cm 24Fr	EA	\$22,299
TGU373720	00733132618194	GORE® TAG® THORACIC ENDO CONFORM, 37mmX20cm 24Fr	EA	\$22,299
TGU404010	00733132617739	GORE® TAG® THORACIC ENDO CONFORM, 40mmX10cm 24Fr	EA	\$22,299
TGU404015	00733132618163	GORE® TAG® THORACIC ENDO CONFORM, 40mmX15cm 24Fr	EA	\$22,299
TGU404020	00733132617760	GORE® TAG® THORACIC ENDO CONFORM, 40mmX20cm 24Fr	EA	\$22,299
TGU454510	00733132617746	GORE® TAG® THORACIC ENDO CONFORM, 45mmX10cm 24Fr	EA	\$22,299
TGU454515	00733132618200	GORE® TAG® THORACIC ENDO CONFORM, 45mmX15cm 24Fr	EA	\$22,299
TGU454520	00733132617753	GORE® TAG® THORACIC ENDO CONFORM, 45mmX20cm 24Fr	EA	\$22,299
TAC082110A	00733132654017	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 21mmX8mmX10cm 20fr	EA	\$33,600
TAC082610A	00733132654024	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 26mmX8mmX10cm 20fr	EA	\$33,600
TAC082615A	00733132654031	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 26mmX8mmX15cm 20fr	EA	\$33,600
TAC082810A	00733132654048	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 28mmX8mmX10cm 22fr	EA	\$33,600
TAC082815A	00733132654055	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 28mmX8mmX15cm 22fr	EA	\$33,600
TAC082820A	00733132654062	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 28mmX8mmX20cm 22fr	EA	\$33,600
TAC083115A	00733132654079	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 31mmX8mmX15cm 22fr	EA	\$33,600
TAC083120A	00733132654086	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 31mmX8mmX20cm 22fr	EA	\$33,600
TAC083415A	00733132654093	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 34mmX8mmX15cm 24fr	EA	\$33,600
TAC083420A	00733132654109	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 34mmX8mmX20cm 24fr	EA	\$33,600
TAC083715A	00733132654116	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 37mmX8mmX15cm 24fr	EA	\$33,600
TAC083720A	00733132654123	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 37mmX8mmX20cm 24fr	EA	\$33,600
TAC084015A	00733132654130	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 40mmX8mmX15cm 26fr	EA	\$33,600
TAC084020A	00733132654147	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 40mmX8mmX20cm 26fr	EA	\$33,600
TAC084515A	00733132654154	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 45mmX8mmX15cm 26fr	EA	\$33,600
TAC084520A	00733132654161	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 45mmX8mmX20cm 26fr	EA	\$33,600
TAC123115A	00733132654178	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 31mmX12mmX15cm 22fr	EA	\$33,600
TAC123120A	00733132654185	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 31mmX12mmX20cm 22fr	EA	\$33,600
TAC123415A	00733132654192	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 34mmX12mmX15cm 24fr	EA	\$33,600
TAC123420A	00733132654208	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 34mmX12mmX20cm 24fr	EA	\$33,600
TAC123715A	00733132654215	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 37mmX12mmX15cm 24fr	EA	\$33,600
TAC123720A	00733132654222	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 37mmX12mmX20cm 24fr	EA	\$33,600
TAC124015A	00733132654239	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 40mmX12mmX15cm 26fr	EA	\$33,600
TAC124020A	00733132654246	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 40mmX12mmX20cm 26fr	EA	\$33,600
TAC124515A	00733132654253	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 45mmX12mmX15cm 26fr	EA	\$33,600
TAC124520A	00733132654260	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 45mmX12mmX20cm 26fr	EA	\$33,600
TE2136A	00733132654277	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 21mmX3.6mmX3cm 20fr	EA	\$11,550
TE2638A	00733132654284	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 26mmX3.8mmX4cm 20fr	EA	\$11,550
TE2840A	00733132654291	GORE® TAG® THORACIC BRANCH ENDOPROSTHESIS 28mmX4mmX4cm 22fr	EA	\$11,550

Item Number	GTIN	Item Description	UOM	Price
TE3140A	00733132654307	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 31mmX4mmX4cm 22fr	EA	\$11,550
TE3442A	00733132654314	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 34mmX4.2mmX5cm 24fr	EA	\$11,550
TE3742A	00733132654321	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 37mmX4.2mmX5cm 24fr	EA	\$11,550
TE4043A	00733132654338	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 40mmX4.3mmX6cm 26fr	EA	\$11,550
TE4546A	00733132654345	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 45mmX4.6mmX6.5cm 26fr	EA	\$11,550
TSB080806A	00733132654352	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 8mmX8mmX6cm	EA	\$8,190
TSB081006A	00733132654369	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 10mmX8mmX6cm	EA	\$8,190
TSB081206A	00733132654376	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 12mmX8mmX6cm	EA	\$8,190
TSB081506A	00733132654383	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 15mmX8mmX6cm	EA	\$8,190
TSB081706A	00733132654390	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 17mmX8mmX6cm	EA	\$8,190
TSB121506A	00733132654406	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 15mmX12mmX6cm	EA	\$8,190
TSB121706A	00733132654413	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 17mmX12mmX6cm	EA	\$8,190
TSB122006A	00733132654420	Gore® TAG® THORACIC BRANCH ENDOPROSTHESIS 20mmX12mmX6cm	EA	\$8,190
ATAA43120160A	00733132659678	Gore® EXCLUDER® Thoracoabdominal Branch Endoprosthesis, 31mm	EA	\$29,000
ATAA43720160A	00733132659685	Gore® EXCLUDER® Thoracoabdominal Branch Endoprosthesis, 37mm	EA	\$29,000
GDSF1033	00733132658855	Gore® DrySeal Flex Introducer Sheath, 33cm 10Fr Hydrophilic Coating	EA	\$832
GDSF1133	00733132658886	Gore® DrySeal Flex Introducer Sheath, 33cm 11Fr Hydrophilic Coating	EA	\$832
GDSF1233	00733132658893	Gore® DrySeal Flex Introducer Sheath, 33cm 12Fr Hydrophilic Coating	EA	\$832
GDSF1433	00733132630004	Gore® DrySeal Flex Introducer Sheath, 33cm 14Fr Hydrophilic Coating	EA	\$832
GDSF1533	00733132658947	Gore® DrySeal Flex Introducer Sheath, 33cm 15Fr Hydrophilic Coating	EA	\$832
GDSF1633	00733132658954	Gore® DrySeal Flex Introducer Sheath, 33cm 16Fr Hydrophilic Coating	EA	\$832
GDSF1833	00733132658978	Gore® DrySeal Flex Introducer Sheath, 33cm 18Fr Hydrophilic Coating	EA	\$1,122
GDSF2033	00733132658992	Gore® DrySeal Flex Introducer Sheath, 33cm 20Fr Hydrophilic Coating	EA	\$1,122
GDSF2233	00733132659012	Gore® DrySeal Flex Introducer Sheath, 33cm 22Fr Hydrophilic Coating	EA	\$1,122
GDSF2433	00733132659036	Gore® DrySeal Flex Introducer Sheath, 33cm 24Fr Hydrophilic Coating	EA	\$1,122
GDSF2633	00733132659050	Gore® DrySeal Flex Introducer Sheath, 33cm 26Fr Hydrophilic Coating	EA	\$1,122
GDSF1045	00733132658862	Gore® DrySeal Flex Introducer Sheath, 45cm 10Fr Hydrophilic Coating	EA	\$1,220
GDSF1245	00733132658909	Gore® DrySeal Flex Introducer Sheath, 45cm 12Fr Hydrophilic Coating	EA	\$1,220
GDSF1065	00733132658879	Gore® DrySeal Flex Introducer Sheath, 65cm 10Fr Hydrophilic Coating	EA	\$1,464
GDSF1265	00733132658916	Gore® DrySeal Flex Introducer Sheath, 65cm 12Fr Hydrophilic Coating	EA	\$1,464
GDSF1465	00733132658930	Gore® DrySeal Flex Introducer Sheath, 65cm 14Fr Hydrophilic Coating	EA	\$1,464
GDSF1665	00733132658961	Gore® DrySeal Flex Introducer Sheath, 65cm 16Fr Hydrophilic Coating	EA	\$1,464
GDSF1865	00733132658985	Gore® DrySeal Flex Introducer Sheath, 65cm 18Fr Hydrophilic Coating	EA	\$1,464
GDSF2065	00733132659005	Gore® DrySeal Flex Introducer Sheath, 65cm 20Fr Hydrophilic Coating	EA	\$1,464
GDSF2265	00733132659029	Gore® DrySeal Flex Introducer Sheath, 65cm 22Fr Hydrophilic Coating	EA	\$1,464
GDSF2465	00733132659043	Gore® DrySeal Flex Introducer Sheath, 65cm 24Fr Hydrophilic Coating	EA	\$1,464
GDSF2665	00733132659067	Gore® DrySeal Flex Introducer Sheath, 65cm 26Fr Hydrophilic Coating	EA	\$1,464
MOB37	00733132639489	Gore® Molding & Occlusion Balloon Catheter, 10mm - 37mm 10Fr	EA	\$617
BCL2645	00733132605224	Gore® Tri-lobe Balloon Catheter, 26mmX45mm 18Fr	EA	\$1,015
BCM1634	00733132605231	Gore® Tri-lobe Balloon Catheter, 16mmX34mm 18Fr	EA	\$1,015
TBCL2648	00733132619832	Gore® Tri-lobe Balloon Catheter, 26mmX48mm 18Fr	EA	\$1,015
TBCM1634	00733132619849	Gore® Tri-lobe Balloon Catheter, 16mmX34mm 18Fr	EA	\$1,015
TLC140	00733132644421	Gore® Tri-Lumen Catheter, 140cm	EA	\$980

Pending discontinuation, limited supply

DSF1033	00733132629978	Gore® DrySeal Flex Introducer Sheath, 33cm 10Fr Hydrophilic Coating	EA	\$832
DSF1233	00733132629961	Gore® DrySeal Flex Introducer Sheath, 33cm 12Fr Hydrophilic Coating	EA	\$832
DSF1433	00733132630004	Gore® DrySeal Flex Introducer Sheath, 33cm 14Fr Hydrophilic Coating	EA	\$832
DSF1533	00733132630011	Gore® DrySeal Flex Introducer Sheath, 33cm 15Fr Hydrophilic Coating	EA	\$832
DSF1633	00733132630028	Gore® DrySeal Flex Introducer Sheath, 33cm 16Fr Hydrophilic Coating	EA	\$832
DSF1833	00733132630042	Gore® DrySeal Flex Introducer Sheath, 33cm 18Fr Hydrophilic Coating	EA	\$1,122
DSF2033	00733132630066	Gore® DrySeal Flex Introducer Sheath, 33cm 20Fr Hydrophilic Coating	EA	\$1,122
DSF2233	00733132630073	Gore® DrySeal Flex Introducer Sheath, 33cm 22Fr Hydrophilic Coating	EA	\$1,122

Item Number	GTIN	Item Description	UOM	Price
DSF2433	00733132630950	GORE® DrySeal Flex Introducer Sheath, 33cm 24Fr Hydrophilic Coating	EA	\$1,122
DSF2633	00733132630103	GORE® DrySeal Flex Introducer Sheath, 33cm 26Fr Hydrophilic Coating	EA	\$1,122
DSF1045	00733132628094	GORE® DrySeal Flex Introducer Sheath, 45cm 10Fr Hydrophilic Coating	EA	\$1,220
DSF1245	00733132628117	GORE® DrySeal Flex Introducer Sheath, 45cm 12Fr Hydrophilic Coating	EA	\$1,220
DSF1065	00733132628261	GORE® DrySeal Flex Introducer Sheath, 65cm 10Fr Hydrophilic Coating	EA	\$1,464
DSF1265	00733132628285	GORE® DrySeal Flex Introducer Sheath, 65cm 12Fr Hydrophilic Coating	EA	\$1,464
DSF1465	00733132628308	GORE® DrySeal Flex Introducer Sheath, 65cm 14Fr Hydrophilic Coating	EA	\$1,464
DSF1665	00733132628322	GORE® DrySeal Flex Introducer Sheath, 65cm 16Fr Hydrophilic Coating	EA	\$1,464
DSF1865	00733132628346	GORE® DrySeal Flex Introducer Sheath, 65cm 28Fr Hydrophilic Coating	EA	\$1,464
DSF2065	00733132628360	GORE® DrySeal Flex Introducer Sheath, 65cm 20Fr Hydrophilic Coating	EA	\$1,464
DSF2265	00733132628384	GORE® DrySeal Flex Introducer Sheath, 65cm 22Fr Hydrophilic Coating	EA	\$1,464
DSF2465	00733132628407	GORE® DrySeal Flex Introducer Sheath, 65cm 24Fr Hydrophilic Coating	EA	\$1,464
DSF2665	00733132628421	GORE® DrySeal Flex Introducer Sheath, 65cm 26Fr Hydrophilic Coating	EA	\$1,464

Attachment Two

Product Pricing

GORE® Peripheral Interventional Products

Item Number	GTIN	Item Description	UOM	Price
BXB051501A	00733132658251	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX15mm 6Fr 80cmCath Heparin	EA	\$3,351
BXB051502A	00733132658268	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX15mm 6Fr 135cmCath Heparin	EA	\$3,351
BXB051901A	00733132658275	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX19mm 6Fr 80cmCath Heparin	EA	\$3,351
BXB051902A	00733132658282	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX19mm 6Fr 135cmCath Heparin	EA	\$3,351
BXB061501A	00733132658374	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX15mm 6Fr 80cmCath Heparin	EA	\$3,351
BXB061502A	00733132658381	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX15mm 6Fr 135cmCath Heparin	EA	\$3,351
BXB061901A	00733132658398	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX19mm 6Fr 80cmCath Heparin	EA	\$3,351
BXB061902A	00733132658404	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX19mm 6Fr 135cmCath Heparin	EA	\$3,351
BXB071501A	00733132658497	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX15mm 6Fr 80cmCath Heparin	EA	\$3,351
BXB071502A	00733132658503	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX15mm 6Fr 135cmCath Heparin	EA	\$3,351
BXB071901A	00733132658510	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX19mm 6Fr 80cmCath Heparin	EA	\$3,351
BXB071902A	00733132658527	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX19mm 6Fr 135cmCath Heparin	EA	\$3,351
BXA102901A	00733132637614	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 10mmX29mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA102902A	00733132637621	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 10mmX29mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA103901A	00733132637386	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 10mmX39mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA103902A	00733132637393	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 10mmX39mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA105901A	00733132637409	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 10mmX59mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA105902A	00733132637416	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 10mmX59mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA112901A	00733132637690	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 11mmX29mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA112902A	00733132637706	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 11mmX29mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA113901A	00733132637713	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 11mmX39mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA113902A	00733132637720	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 11mmX39mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA115901A	00733132637737	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 11mmX59mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA115902A	00733132637744	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 11mmX59mm 8Fr 135cmCath Heparin	EA	\$4,051
BXB052901A	00733132658299	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX29mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB052902A	00733132658305	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX29mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB053901A	00733132658312	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX39mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB053902A	00733132658329	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX39mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB055901A	00733132658336	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX59mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB055902A	00733132658343	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 5mmX59mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB062901A	00733132658411	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX29mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB062902A	00733132658428	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX29mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB063901A	00733132658435	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX39mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB063902A	00733132658442	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX39mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB065901A	00733132658459	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX59mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB065902A	00733132658466	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 6mmX59mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB072901A	00733132658619	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX29mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB072902A	00733132658626	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX29mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB073901A	00733132658633	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX39mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB073902A	00733132658640	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX39mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB075901A	00733132658657	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX59mm 6Fr 80cmCath Heparin	EA	\$4,051
BXB075902A	00733132658664	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 7mmX59mm 6Fr 135cmCath Heparin	EA	\$4,051
BXB082901A	00733132658695	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 8mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXB082902A	00733132658701	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 8mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXB083901A	00733132658718	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 8mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXB083902A	00733132658725	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 8mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXB085901A	00733132658732	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 8mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXB085902A	00733132658749	GORE® VIABAHN® VBX Balloon EXpandable Endoprosthesis, 8mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051

Item Number	GTIN	Item Description	UOM	Price
BXB092901A	00733132658770	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXB092902A	00733132658787	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXB093901A	00733132658794	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXB093902A	00733132658800	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXB095901A	00733132658817	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXB095902A	00733132658824	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051
BXBL082901A	00733132658602	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXBL082902A	00733132658596	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXBL083901A	00733132658589	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXBL083902A	00733132658572	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXBL085901A	00733132658565	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX59mm 8Fr 80cmCath Heparin	EA	\$4,051
BXBL085902A	00733132658558	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX59mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA107901A	00733132637638	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10mmX79mm 8Fr 80cmCath Heparin	EA	\$4,445
BXA107902A	00733132637645	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10mmX79mm 8Fr135cmCath Heparin	EA	\$4,445
BXA117901A	00733132637751	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11mmX79mm 8Fr 80cmCath Heparin	EA	\$4,445
BXA117902A	00733132637768	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11mmX79mm 8Fr 135cmCath Heparin	EA	\$4,445
BXB057901A	00733132658350	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 5mmX79mm 6Fr 80cmCath Heparin	EA	\$4,445
BXB057902A	00733132658367	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 5mmX79mm 6Fr 135cmCath Heparin	EA	\$4,445
BXB067901A	00733132658473	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 6mmX79mm 6Fr 80cmCath Heparin	EA	\$4,445
BXB067902A	00733132658480	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 6mmX79mm 6Fr 135cmCath Heparin	EA	\$4,445
BXB077901A	00733132658671	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX79mm 6Fr 80cmCath Heparin	EA	\$4,445
BXB077902A	00733132658688	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX79mm 6Fr 135cmCath Heparin	EA	\$4,445
BXB087901A	00733132658756	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 7Fr 80cmCath Heparin	EA	\$4,445
BXB087902A	00733132658763	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 7Fr 135cmCath Heparin	EA	\$4,445
BXB097901A	00733132658831	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX79mm 7Fr 80cmCath Heparin	EA	\$4,445
BXB097902A	00733132658848	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX79mm 7Fr 135cmCath Heparin	EA	\$4,445
BXBL087901A	00733132658541	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 8Fr 80cmCath Heparin	EA	\$4,445
BXBL087902A	00733132658534	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 8Fr 135cmCath Heparin	EA	\$4,445
VBJR050202A	00733132623716	GORE® VIABAHN® Endoprosthesis, 5mmX2.5cm 6Fr 120cm Cath	EA	\$4,077
VBJR050502A	00733132623907	GORE® VIABAHN® Endoprosthesis, 5mmX5cm 6Fr 120cm Cath	EA	\$4,077
VBJR060202A	00733132623945	GORE® VIABAHN® Endoprosthesis, 6mmX2.5cm 6Fr 120cm Cath	EA	\$4,077
VBJR060502A	00733132623952	GORE® VIABAHN® Endoprosthesis, 6mmX5cm 6Fr 120cm Cath	EA	\$4,077
VBJR070202A	00733132623754	GORE® VIABAHN® Endoprosthesis, 7mmX2.5cm 7Fr 120cm Cath	EA	\$4,077
VBJR070502A	00733132623761	GORE® VIABAHN® Endoprosthesis, 7mmX5cm 7Fr 120cm Cath	EA	\$4,077
VBJR080202A	00733132623808	GORE® VIABAHN® Endoprosthesis, 8mmX2.5cm 7Fr 120cm Cath	EA	\$4,077
VBJR080502A	00733132623815	GORE® VIABAHN® Endoprosthesis, 8mmX5cm 7Fr 120cm Cath	EA	\$4,077
VBJR050702A	00733132624089	GORE® VIABAHN® Endoprosthesis, 5mmX7.5cm 6Fr 120cm Cath	EA	\$4,458
VBJR051002A	00733132623914	GORE® VIABAHN® Endoprosthesis, 5mmX10cm 6Fr120cm Cath	EA	\$4,458
VBJR060702A	00733132624096	GORE® VIABAHN® Endoprosthesis, 6mmX7.5cm 6Fr 120cm Cath	EA	\$4,458
VBJR061002A	00733132623969	GORE® VIABAHN® Endoprosthesis, 6mmX10cm 6Fr120cm Cath	EA	\$4,458
VBJR070702A	00733132624102	GORE® VIABAHN® Endoprosthesis, 7mmX7.5cm 7Fr 120cm Cath	EA	\$4,458
VBJR071002A	00733132623778	GORE® VIABAHN® Endoprosthesis, 7mmX10cm 7Fr120cm Cath	EA	\$4,458
VBJR080702A	00733132624119	GORE® VIABAHN® Endoprosthesis, 8mmX7.5cm 7Fr 120cm Cath	EA	\$4,458
VBJR081002A	00733132623822	GORE® VIABAHN® Endoprosthesis, 8mmX10cm 7Fr120cm Cath	EA	\$4,458
VBJR051502A	00733132623921	GORE® VIABAHN® Endoprosthesis, 5mmX15cm 6Fr120cm Cath	EA	\$4,968
VBJR061502A	00733132623747	GORE® VIABAHN® Endoprosthesis, 6mmX15cm 6Fr120cm Cath	EA	\$4,968
VBJR071502A	00733132623785	GORE® VIABAHN® Endoprosthesis, 7mmX15cm 7Fr120cm Cath	EA	\$4,968
VBJR081502A	00733132623839	GORE® VIABAHN® Endoprosthesis, 8mmX15cm 7Fr120cm Cath	EA	\$4,968
VBJR052502A	00733132623938	GORE® VIABAHN® Endoprosthesis, 5mmX25cm 6Fr120cm Cath	EA	\$8,407
VBJR062502A	00733132623976	GORE® VIABAHN® Endoprosthesis, 6mmX25cm 6Fr120cm Cath	EA	\$8,407
VBJR072502A	00733132623792	GORE® VIABAHN® Endoprosthesis, 7mmX25cm 7Fr120cm Cath	EA	\$8,407
VBJR082502A	00733132623693	GORE® VIABAHN® Endoprosthesis, 8mmX25cm 7Fr120cm Cath	EA	\$8,407

Item Number	GTIN	Item Description	UOM	Price
VBHR050202A	00733132622603	GORE® VIABAHN® Endoprosthesis, 5mmX2.5cm 7Fr 120cmCath	EA	\$3,957
VBHR050502A	00733132622627	GORE® VIABAHN® Endoprosthesis, 5mmX5cm 7Fr 120cmCath	EA	\$3,957
VBHR060201A	00733132622702	GORE® VIABAHN® Endoprosthesis, 6mmX2.5cm 7Fr 75cmCath	EA	\$3,957
VBHR060202A	00733132622726	GORE® VIABAHN® Endoprosthesis, 6mmX2.5cm 7Fr120cmCath	EA	\$3,957
VBHR060501A	00733132622740	GORE® VIABAHN® Endoprosthesis, 6mmX5cm 7Fr 75cmCath	EA	\$3,957
VBHR060502A	00733132622764	GORE® VIABAHN® Endoprosthesis, 6mmX5cm 7Fr 120cmCath	EA	\$3,957
VBHR070201A	00733132622887	GORE® VIABAHN® Endoprosthesis, 7mmX2.5cm 8Fr 75cmCath	EA	\$3,957
VBHR070202A	00733132622900	GORE® VIABAHN® Endoprosthesis, 7mmX2.5cm 8Fr120cmCath	EA	\$3,957
VBHR070501A	00733132622924	GORE® VIABAHN® Endoprosthesis, 7mmX5cm 8Fr 75cmCath	EA	\$3,957
VBHR070502A	00733132622948	GORE® VIABAHN® Endoprosthesis, 7mmX5cm 8Fr 120cmCath	EA	\$3,957
VBHR080201A	00733132623068	GORE® VIABAHN® Endoprosthesis, 8mmX2.5cm 8Fr 75cmCath	EA	\$3,957
VBHR080202A	00733132623082	GORE® VIABAHN® Endoprosthesis, 8mmX2.5cm 8Fr120cmCath	EA	\$3,957
VBHR080501A	00733132623105	GORE® VIABAHN® Endoprosthesis, 8mmX5cm 8Fr 75cmCath	EA	\$3,957
VBHR080502A	00733132623303	GORE® VIABAHN® Endoprosthesis, 8mmX5cm 8Fr 120cmCath	EA	\$3,957
VBHR090502A	00733132645947	GORE® VIABAHN® Endoprosthesis, 9mmx5cm 8Fr 120cmCath	EA	\$3,957
VBHR100502A	00733132646029	GORE® VIABAHN® Endoprosthesis, 10mmX5cm 8Fr 120cmCath	EA	\$3,957
VBHR110502A	00733132646081	GORE® VIABAHN® Endoprosthesis, 11mmX5cm 10Fr 120cmCath	EA	\$3,957
VBHR130502A	00733132646128	GORE® VIABAHN® Endoprosthesis, 13mmX5cm 10Fr 120cmCath	EA	\$3,957
VBHR050702A	00733132624034	GORE® VIABAHN® Endoprosthesis, 5mmX7.5cm 7Fr 120cmCath	EA	\$4,340
VBHR051002A	00733132622641	GORE® VIABAHN® Endoprosthesis, 5mmX10cm 7Fr 120cmCath	EA	\$4,340
VBHR060702A	00733132624041	GORE® VIABAHN® Endoprosthesis, 6mmX7.5cm 7Fr120cmCath	EA	\$4,340
VBHR061001A	00733132622788	GORE® VIABAHN® Endoprosthesis, 6mmX10cm 7Fr 75cmCath	EA	\$4,340
VBHR061002A	00733132622801	GORE® VIABAHN® Endoprosthesis, 6mmX10cm 7Fr 120cmCath	EA	\$4,340
VBHR070702A	00733132624058	GORE® VIABAHN® Endoprosthesis, 7mmX7.5cm 8Fr120cmCath	EA	\$4,340
VBHR071001A	00733132622962	GORE® VIABAHN® Endoprosthesis, 7mmX10cm 8Fr 75cmCath	EA	\$4,340
VBHR071002A	00733132622986	GORE® VIABAHN® Endoprosthesis, 7mmX10cm 8Fr 120cmCath	EA	\$4,340
VBHR080702A	00733132624065	GORE® VIABAHN® Endoprosthesis, 8mmX7.5cm 8Fr120cmCath	EA	\$4,340
VBHR081001A	00733132623129	GORE® VIABAHN® Endoprosthesis, 8mmX10cm 8Fr 75cmCath	EA	\$4,340
VBHR081002A	00733132623136	GORE® VIABAHN® Endoprosthesis, 8mmX10cm 8Fr 120cmCath	EA	\$4,340
VBHR090702A	00733132645961	GORE® VIABAHN® Endoprosthesis, 9mmX7.5cm 8Fr 120cmCath	EA	\$4,340
VBHR091002A	00733132645985	GORE® VIABAHN® Endoprosthesis, 9mmX10cm 8Fr 120cmCath	EA	\$4,340
VBHR101002A	00733132646043	GORE® VIABAHN® Endoprosthesis, 10mmX10cm 8Fr 120cmCath	EA	\$4,340
VBHR111002A	00733132646104	GORE® VIABAHN® Endoprosthesis, 11mmX10cm 10Fr 120cmCath	EA	\$4,340
VBHR131002A	00733132646142	GORE® VIABAHN® Endoprosthesis, 13mmX10cm 10Fr 120cmCath	EA	\$4,340
VBHR051502A	00733132622665	GORE® VIABAHN® Endoprosthesis, 5mmX15cm 7Fr 120cmCath	EA	\$4,850
VBHR061501A	00733132622825	GORE® VIABAHN® Endoprosthesis, 6mmX15cm 7Fr 75cmCath	EA	\$4,850
VBHR061502A	00733132622849	GORE® VIABAHN® Endoprosthesis, 6mmX15cm 7Fr 120cmCath	EA	\$4,850
VBHR071501A	00733132623006	GORE® VIABAHN® Endoprosthesis, 7mmX15cm 8Fr 75cmCath	EA	\$4,850
VBHR071502A	00733132623020	GORE® VIABAHN® Endoprosthesis, 7mmX15cm 8Fr 120cmCath	EA	\$4,850
VBHR081501A	00733132623143	GORE® VIABAHN® Endoprosthesis, 8mmX15cm 8Fr 75cmCath	EA	\$4,850
VBHR081502A	00733132623150	GORE® VIABAHN® Endoprosthesis, 8mmX15cm 8Fr 120cmCath	EA	\$4,850
VBHR091502A	00733132646005	GORE® VIABAHN® Endoprosthesis, 9mmx15cm 8Fr 120cmCath	EA	\$4,850
VBHR101502A	00733132646067	GORE® VIABAHN® Endoprosthesis, 10mmX15cm 8Fr 120cmCath	EA	\$4,850
VBHR052502A	00733132622689	GORE® VIABAHN® Endoprosthesis, 5mmX25cm 7Fr 120cmCath	EA	\$8,049
VBHR062502A	00733132622863	GORE® VIABAHN® Endoprosthesis, 6mmX25cm 7Fr 120cmCath	EA	\$8,049
VBHR072502A	00733132623044	GORE® VIABAHN® Endoprosthesis, 7mmX25cm 8Fr 120cmCath	EA	\$8,049
VBHR082502A	00733132623167	GORE® VIABAHN® Endoprosthesis, 8mmX25cm 8Fr 120cmCath	EA	\$8,049
VNS100502A	00733132663682	GORE® VIABAHN® FORTEGRA Venous Stent, 10mm x 50 mm, 10 Fr, 120 cm Cath	EA	\$1,764
VNS100702A	00733132663996	GORE® VIABAHN® FORTEGRA Venous Stent, 10mm x 75 mm, 10 Fr, 120 cm Cath	EA	\$1,764
VNS101002A	00733132663989	GORE® VIABAHN® FORTEGRA Venous Stent, 10mm x 100 mm, 10 Fr, 120 cm Cath	EA	\$1,764
VNS101502A	00733132663972	GORE® VIABAHN® FORTEGRA Venous Stent, 10mm x 150 mm, 10 Fr, 120 cm Cath	EA	\$1,764
VNS120502A	00733132663965	GORE® VIABAHN® FORTEGRA Venous Stent, 12mm x 50 mm, 11 Fr, 120 cm Cath	EA	\$1,764

Item Number	GTIN	Item Description	UOM	Price
VNS120702A	00733132663958	GORE* VIABAHN* FORTEGRA Venous Stent, 12mm x 75 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS121002A	00733132663941	GORE* VIABAHN* FORTEGRA Venous Stent, 12mm x 100 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS121502A	00733132663934	GORE* VIABAHN* FORTEGRA Venous Stent, 12mm x 150 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS140502A	00733132663927	GORE* VIABAHN* FORTEGRA Venous Stent, 14mm x 50 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS140702A	00733132663910	GORE* VIABAHN* FORTEGRA Venous Stent, 14mm x 75 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS141002A	00733132663903	GORE* VIABAHN* FORTEGRA Venous Stent, 14mm x 100 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS141502A	00733132663897	GORE* VIABAHN* FORTEGRA Venous Stent, 14mm x 150 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS160502A	00733132663880	GORE* VIABAHN* FORTEGRA Venous Stent, 16mm x 50 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS160702A	00733132663873	GORE* VIABAHN* FORTEGRA Venous Stent, 16mm x 75 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS161002A	00733132663866	GORE* VIABAHN* FORTEGRA Venous Stent, 16mm x 100 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS161502A	00733132663859	GORE* VIABAHN* FORTEGRA Venous Stent, 16mm x 150 mm, 11 Fr, 120 cm Cath	EA	\$1,764
VNS180502A	00733132663842	GORE* VIABAHN* FORTEGRA Venous Stent, 18mm x 50 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS180702A	00733132663835	GORE* VIABAHN* FORTEGRA Venous Stent, 18mm x 75 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS181002A	00733132663828	GORE* VIABAHN* FORTEGRA Venous Stent, 18mm x 100 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS181502A	00733132663811	GORE* VIABAHN* FORTEGRA Venous Stent, 18mm x 150 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS200502A	00733132663804	GORE* VIABAHN* FORTEGRA Venous Stent, 20mm x 50 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS200702A	00733132663798	GORE* VIABAHN* FORTEGRA Venous Stent, 20mm x 75 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS201002A	00733132663781	GORE* VIABAHN* FORTEGRA Venous Stent, 20mm x 100 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS201502A	00733132663774	GORE* VIABAHN* FORTEGRA Venous Stent, 20mm x 150 mm, 12 Fr, 120 cm Cath	EA	\$1,764
VNS240502A	00733132663767	GORE* VIABAHN* FORTEGRA Venous Stent, 24mm x 50 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS240702A	00733132663699	GORE* VIABAHN* FORTEGRA Venous Stent, 24mm x 75 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS241002A	00733132663750	GORE* VIABAHN* FORTEGRA Venous Stent, 24mm x 100 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS241502A	00733132663743	GORE* VIABAHN* FORTEGRA Venous Stent, 24mm x 150 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS280502A	00733132663736	GORE* VIABAHN* FORTEGRA Venous Stent, 28mm x 50 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS280702A	00733132663729	GORE* VIABAHN* FORTEGRA Venous Stent, 28mm x 75 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS281002A	00733132663712	GORE* VIABAHN* FORTEGRA Venous Stent, 28mm x 100 mm, 14 Fr, 120 cm Cath	EA	\$3,332
VNS281502A	00733132663705	GORE* VIABAHN* FORTEGRA Venous Stent, 28mm x 150 mm, 14 Fr, 120 cm Cath	EA	\$3,332

Pending discontinuation, limited supply

BXA051501A	00733132637065	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX15mm 7Fr 80cmCath Heparin	EA	\$3,351
BXA051502A	00733132637072	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX15mm 7Fr 135cmCath Heparin	EA	\$3,351
BXA051901A	00733132637089	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX19mm 7Fr 80cmCath Heparin	EA	\$3,351
BXA051902A	00733132637096	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX19mm 7Fr 135cmCath Heparin	EA	\$3,351
BXA061501A	00733132637140	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX15mm 7Fr 80cmCath Heparin	EA	\$3,351
BXA061502A	00733132637157	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX15mm 7Fr 135cmCath Heparin	EA	\$3,351
BXA061901A	00733132637164	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX19mm 7Fr 80cmCath Heparin	EA	\$3,351
BXA061902A	00733132637171	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX19mm 7Fr 135cmCath Heparin	EA	\$3,351
BXA071501A	00733132637225	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 7mmX15mm 7Fr 80cmCath Heparin	EA	\$3,351
BXA071502A	00733132637232	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 7mmX15mm 7Fr 135cmCath Heparin	EA	\$3,351
BXA071901A	00733132637249	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 7mmX19mm 7Fr 80cmCath Heparin	EA	\$3,351
BXA071902A	00733132637256	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 7mmX19mm 7Fr 135cmCath Heparin	EA	\$3,351
BXA052901A	00733132637423	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA052902A	00733132637430	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA053901A	00733132637102	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA053902A	00733132637119	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA055901A	00733132637126	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA055902A	00733132637133	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 5mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA062901A	00733132637461	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA062902A	00733132637478	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA063901A	00733132637188	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA063902A	00733132637195	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA065901A	00733132637201	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA065902A	00733132637218	GORE* VIABAHN* VBX Balloon Expandable Endoprosthesis, 6mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051

Item Number	GTIN	Item Description	UOM	Price
BXA072901A	00733132637508	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA072902A	00733132637515	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA073901A	00733132637263	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA073902A	00733132637270	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA075901A	00733132637287	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA075902A	00733132637294	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA082901A	00733132637546	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA082902A	00733132637553	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA083901A	00733132637300	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA083902A	00733132637317	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA085901A	00733132637324	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXA085902A	00733132637331	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA092901A	00733132637577	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX29mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA092902A	00733132637584	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX29mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA093901A	00733132637348	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX39mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA093902A	00733132637355	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX39mm 8Fr 135cmCath Heparin	EA	\$4,051
BXA095901A	00733132637362	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX59mm 8Fr 80cmCath Heparin	EA	\$4,051
BXA095902A	00733132637379	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX59mm 8Fr 135cmCath Heparin	EA	\$4,051
BXAL082901A	00733132637652	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX29mm 7Fr 80cmCath Heparin	EA	\$4,051
BXAL082902A	00733132637805	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX29mm 7Fr 135cmCath Heparin	EA	\$4,051
BXAL083901A	00733132637812	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX39mm 7Fr 80cmCath Heparin	EA	\$4,051
BXAL083902A	00733132637829	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX39mm 7Fr 135cmCath Heparin	EA	\$4,051
BXAL085901A	00733132637836	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX59mm 7Fr 80cmCath Heparin	EA	\$4,051
BXAL085902A	00733132637669	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX59mm 7Fr 135cmCath Heparin	EA	\$4,051
BXA057901A	00733132637447	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 5mmX79mm 7Fr 80cmCath Heparin	EA	\$4,445
BXA057902A	00733132637454	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 5mmX79mm 7Fr 135cmCath Heparin	EA	\$4,445
BXA067901A	00733132637485	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 6mmX79mm 7Fr 80cmCath Heparin	EA	\$4,445
BXA067902A	00733132637492	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 6mmX79mm 7Fr 135cmCath Heparin	EA	\$4,445
BXA077901A	00733132637522	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX79mm 7Fr 80cmCath Heparin	EA	\$4,445
BXA077902A	00733132637539	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 7mmX79mm 7Fr 135cmCath Heparin	EA	\$4,445
BXA087901A	00733132637560	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 8Fr 80cmCath Heparin	EA	\$4,445
BXA087902A	00733132637799	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 8Fr 135cmCath Heparin	EA	\$4,445
BXA097901A	00733132637591	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX79mm 8Fr 80cmCath Heparin	EA	\$4,445
BXA097902A	00733132637607	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 9mmX79mm 8Fr 135cmCath Heparin	EA	\$4,445
BXAL087901A	00733132637683	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 8Fr 80cmCath Heparin	EA	\$4,445
BXAL087902A	00733132637676	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 8mmX79mm 8Fr 135cmCath Heparin	EA	\$4,445

Future Availability- anticipated Q3 2026

BXB102901A	00733132664979	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 29 mm 7 Fr 80 cm Cath Heparin	EA	\$4,051
BXB102902A	00733132664986	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 29 mm 7 Fr 135 cm Cath Heparin	EA	\$4,051
BXB103901A	00733132664993	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 39 mm 7 Fr 80 cm Cath Heparin	EA	\$4,051
BXB103902A	00733132665006	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 39 mm 7 Fr 135 cm Cath Heparin	EA	\$4,051
BXB105901A	00733132665013	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 59 mm 7 Fr 80 cm Cath Heparin	EA	\$4,051
BXB105902A	00733132665020	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 59 mm 7 Fr 135 cm Cath Heparin	EA	\$4,051
BXB112901A	00733132665051	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 29 mm 8 Fr 80 cm Cath Heparin	EA	\$4,051
BXB112902A	00733132665068	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 29 mm 8 Fr 135 cm Cath Heparin	EA	\$4,051
BXB113901A	00733132665075	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 39 mm 8 Fr 80 cm Cath Heparin	EA	\$4,051
BXB113902A	00733132665082	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 39 mm 8 Fr 135 cm Cath Heparin	EA	\$4,051
BXB115901A	00733132665099	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 59 mm 8 Fr 80 cm Cath Heparin	EA	\$4,051
BXB115902A	00733132665105	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 59 mm 8 Fr 135 cm Cath Heparin	EA	\$4,051
BXB107901A	00733132665037	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 79 mm 7 Fr 80 cm Cath Heparin	EA	\$4,445
BXB107902A	00733132665044	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 10 mm x 79 mm 7 Fr 135 cm Cath Heparin	EA	\$4,445
BXB117901A	00733132665112	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 79 mm 8 Fr 80 cm Cath Heparin	EA	\$4,445
BXB117902A	00733132665129	GORE® VIABAHN® VBX Balloon Expandable Endoprosthesis, 11 mm x 79 mm 8 Fr 135 cm Cath Heparin	EA	\$4,445

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

August 19, 2026

Subject: Proposed Amendment No. 1 to Equipment Lease Agreement with Interim Diagnostics Imaging LLC

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve proposed Amendment No. 1 to the Lease Agreement with Interim Diagnostics Imaging for the rental of a mobile MRI trailer. The MRI machine is a large bore machine allowing the hospital to expand its portfolio of studies, reduce waiting times for patients, while providing access to the latest MRI technology.

On February 18, 2026, your Board retroactively approved the Equipment Lease Agreement for the lease of mobile MRI trailer in an amount not to exceed \$385,000, effective December 29, 2025 through July 27, 2026. The Agreement includes a holdover provision for the continuation of the lease in the event an extension is not completed before the terms expires. The proposed Amendment extends the Agreement for a period of six (6) months and nine (9) days from August 19, 2026, through February 28, 2027, increasing the not to exceed amount by \$339,522 for a total not to exceed of \$724,522.

Therefore, it is recommended that your Board approve the proposed Amendment No. 1 to the Equipment Lease Agreement with Interim Diagnostics Imaging for the rental of a mobile MRI trailer extending the Agreement for a period of six (6) months and 9 (nine) days from August 19, 2026, through February 28, 2027, increasing the maximum expenditure from \$385,000 to \$724,522, an increase of \$339,522, plus tax and shipping, and authorize the Chairman to sign.

Interim Diagnostic Imaging LLC

Amendment 1

WHEREAS, *Kern County Hospital Authority, erroneously identified as Kern Medical Hospital* (hereafter “LESSEE”) located at 1700 Mount Vernon Avenue, Bakersfield, CA 93306, and *Interim Diagnostic Imaging LLC*, (hereafter, “LESSOR”), located at 1515 Brookville Crossing Way, Indianapolis, IN 46329 have entered into an AGREEMENT (Quote # 20251117), dated December 17th, 2025 regarding the field of Mobile Diagnostic MRI imaging with the scanner located at 1700 Mount Vernon Avenue, Bakersfield, CA 93306.

WHEREAS current AGREEMENT (LESSEE Agt. #86025) Started January 20th, 2026.

WHEREAS it is in the mutual best interest of both parties to amend the AGREEMENT.

NOW, THEREFORE it is mutually agreed upon to modify the AGREEMENT as follows:

1. LESSEE agrees to Extend the current AGREEMENT for a period of Six (1) months, One (1) week and Three (3) days from August 19th, 2026 – February 28th, 2027, at a rate of \$53,750/Month, \$13,438/Week and \$1,792.00/Day totaling \$339,522.00.
2. All references to LESSEE in the current AGREEMENT, and all subsequent AGREEMENT documents, as Kern Medical Hospital shall be replaced with Kern County Hospital Authority.

All other terms and conditions of the AGREEMENT remain in effect.

KERN COUNTY HOSPITAL AUTHORITY

BY: _____ Philip McLaughlin

(Signature)

(Printed)

TITLE: Chairman, Board of Governors

DATE: _____

APPROVED AS TO FORM:
Legal Services Department

By Phillip Jenkins
Kern County Hospital Authority

INTERIM DIAGNOSTIC IMAGING LLC

BY: Mark Koers

Mark Koers

(Signature)

(Printed)

TITLE: President, Imaging and Healthcare Solutions

DATE: 8/7/2026

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

August 19, 2026

Subject: Proposed Lease Agreement with County of Kern

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern County Hospital Authority (KCHA) requests your Board approve the proposed Lease Agreement for a Portion of the Public Services Building at 2700 "M" Street, Bakersfield, CA. The Agreement provides KCHA with approximately 12,797 square feet of general office space at a rate of \$2.09 rentable square footage (RSF), with an annual increase of 4%. This suite currently houses KCHA's General Accounting Department. The Agreement is effective from July 1, 2026 and expiring June 30, 2029, in an amount not to exceed \$26,746 monthly and \$1,001,790 in the aggregate. The Agreement includes an option to extend the term for an additional two-year period.

Therefore, it is recommended that the Board approve the Lease Agreement for a Portion of the Public Services Building Located at 2700 "M" Street, Bakersfield, CA, for a three (3) year term, effective July 1, 2026 through June 30, 2029, in an amount not to exceed of \$1,001,790, and authorize the Chairman to Sign.

**AGREEMENT FOR LEASE
OF A PORTION OF THE PUBLIC SERVICES BUILDING AT
2700 "M" STREET, BAKERSFIELD**

(County of Kern – Kern County Hospital Authority)

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**AGREEMENT FOR LEASE
OF A PORTION OF THE PUBLIC SERVICES BUILDING AT
2700 "M" STREET, BAKERSFIELD**

(County of Kern – Kern County Hospital Authority)

THIS AGREEMENT ("Agreement") is executed at Bakersfield, California, on _____ ("**Execution Date**") by and between the **COUNTY OF KERN**, a political subdivision of the State of California ("**County**"), and the **KERN COUNTY HOSPITAL AUTHORITY**, a county hospital authority, which owns and operates Kern Medical Center ("**Lessee**"). County and Lessee are referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS:

A. County owns real property commonly known as the Public Services Building ("**Building**") located at 2700 "M" Street in Bakersfield, County of Kern, State of California.

B. A portion of the Building has been occupied by Lessee through a lease agreement executed on April 20, 2016, which terminated on June 30, 2026.

C. The Parties desire to enter into a new lease agreement for Lessee's continued use of office space in support of its operations as the Kern County Hospital Authority; and

D. Pursuant to Government Code Section 25537, County may make contracts leasing County property devoted to serve a public purpose.

AGREEMENT:

1. **Premises:** For and in consideration of the terms, covenants, and conditions contained in this Agreement, County leases to Lessee, and Lessee leases from County, an approximate 12,797-square foot portion of the Building on the 2nd Floor, which is located at 2700 "M" Street in Bakersfield, County of Kern, State of California, and is depicted on the site plan attached as **Exhibit "A"** ("**Premises**"). The Premises also includes the non-exclusive use of the common areas hereinafter defined and the non-exclusive use of the parking lot.

2. **Term:**

a. **Initial Term** – The initial term of this Agreement shall commence on the transfer of Kern Medical Center to the Kern County Hospital Authority, which is scheduled to occur on or about July 1, 2026 ("**Commencement Date**") and terminate three (3) years thereafter, unless sooner terminated as provided in this Agreement ("**Term**").

b. **Extension of Term to Remove Hazardous Materials** – If Hazardous Materials are found on the Premises, County may, at its sole discretion, require Lessee to remain in possession of the Premises beyond the expiration of the Term until the County determines that the Hazardous Materials are no longer present. "**Hazardous Materials,**" as used in this Agreement, shall be defined as stated in **Exhibit "B."**

3. **Option to Extend Term:** Provided Lessee is not in default of any of the terms, covenants, or conditions of this Agreement, Lessee shall have one option to extend the initial Term for a two (2)-year period. Lessee may exercise the option by giving the Chief General Services Officer (“CGSO”) written notice of Lessee’s desire to extend, not less than sixty (60) days prior to expiration of the initial Term. The CGSO, at the CGSO’s sole discretion, may accept or reject the request to extend. If an option is exercised, “Term” shall include the option term. “Term” shall also include any hold over period.

4. **Right to Terminate:** Either Party may terminate this Agreement by providing a one hundred and eighty (180)-day prior written notice to the other Party.

5. **Hold Over:** If Lessee holds over after the expiration of the Term, with the express or implied consent of County, such holding over shall be a tenancy only from month to month and shall be governed by the terms, covenants, and conditions contained in this Agreement.

6. **Rent:**

a. **Initial Term** – As consideration for the use of the Premises during the term, Lessee shall pay to County in lawful money of the United States without deduction or offset, or through a journal voucher which shall be processed to Kern County General Services, or to such persons and at such places as may be designated from time to time by County, a rental rate of \$2.09 per square foot of Premises per month, inclusive of common areas, totaling \$26,745.73 (“Rent”). Rent is determined by the County Administrative Officer (“CAO”) or his/her designee and shall be subject to change every fiscal year, which begins on July 1st and ends on June 30th of every year. In the event Lessee occupies the Premises for a partial month at any time, Lessee shall only be responsible for a prorated portion of the Rent.

b. **CPI Calculations** – Rent may be increased annually by County, effective on the first anniversary date of the Commencement Date and on each subsequent anniversary date throughout the Term. The procedure for adjusting Rent shall be based on the Consumer Price Index (“CPI”) - All Urban Consumers - U. S. Cities (“Index”) as published by the United States Department of Labor’s Bureau of Labor Statistics (“Bureau”), will be the basis for Rent adjustments. May 2026 shall be used as the “Base Month Index” for the entire Term. County may review the Index and compare it with the Base Month Index. If there has been an increase in the Index, the Rent for the succeeding year shall be increased by an amount equal to the then-current Rent multiplied by the percentage of the increase over the Base Month Index. Any increase in Rent shall be rounded to the nearest whole dollar. In no event shall Rent be adjusted downward to an amount less than the previous year’s Rent. Should the Bureau discontinue the publication of the Index, or publish the Index less frequently, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. CPI adjustments shall apply to the option term and any hold over term.

c. **Option Term** – The amount of monthly rent for the three (3)-year option term shall be determined by County prior to the commencement of the option term, which shall be a discounted fair market rate, but in no event shall the rent for the option term be less than the rent paid during the previous year.

d. **Hold Over Term** – Should there be a hold over period, the amount of monthly rent shall be determined by County at the commencement of the hold over period.

e. **Operations Fee** – Lessee shall be responsible for its prorata share (15%) of the monthly utility and operational charges for the Building (including but not limited to gas, water, electricity, sewer, trash and refuse, etc.). These estimated charges are included in the Rent.

f. **Late Pay** – If money payable to County as a condition of this Agreement is not paid in full when due, County shall issue a thirty (30)-day written notice to cure. If payment by Lessee is not made within sixty (60) days of its due date, County may consider this failure to pay a material breach of this Agreement and may immediately terminate the Agreement consistent with **Section 22.a**.

7. **Purpose:**

a. **In General** – This Agreement is made for the purpose of allowing Lessee to operate the Premises as general office space. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the CGSO, which may be granted or withheld at the CGSO's sole discretion.

b. **No Nuisance** – Lessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others, or injure or annoy County or others. Lessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within seventy-two (72) hours of receiving written notice from County that a nuisance exists, Lessee shall abate or otherwise cause the nuisance to be abated. If Lessee has not taken corrective action within seventy-two (72) hours, then County may enter and abate the nuisance at the sole cost of Lessee without any liability whatsoever to County. Lessee shall not allow any offensive matter, refuse, or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of fifty (50) feet thereof and shall prevent any accumulation thereof from occurring.

8. **Condition of Premises:** Lessee occupied the Premises since 2016 and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent, and/or patent. Lessee acknowledges that the Premises has not undergone inspection by a Certified Access Specialist, and Lessee accepts the Premises in its present condition.

9. **Alterations:** Lessee shall make no modifications, improvements or additions to the Premises without the prior written consent of the CGSO, which will not be unreasonably withheld.

10. **Repair and Maintenance:** County shall repair and maintain the Premises in a clean, sanitary and safe condition and in compliance with the terms, covenant and conditions of this Agreement and all applicable federal, state, and local laws, including, without limitation, statutes, ordinances, rules, and regulations ("**Applicable Laws**").

11. **Utilities and Services; Modification of Utilities:** County shall provide all utilities used by Lessee in connection with its operations on the Premises. Lessee shall not modify any utilities on the Premises without the prior written consent of the CGSO, which will not be unreasonably withheld.

12. **Taxes and Assessments:** Lessee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Lessee under this Agreement. Lessee is aware that certain possessory interests may be created by entering into this Agreement and

that such interests will be subject to the payment of property taxes levied on such interest.

13. Lessee's Furniture, Fixtures and Equipment:

a. In General – Lessee may install its own FF&E in the interior of the Premises, at its sole cost. In addition to Lessee's obligations under **Section 31**, at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Premises or Building as a result of removal, at Lessee's sole cost.

b. Abandonment of FF&E – Any FF&E belonging to Lessee and left on the Premises shall be kept for a reasonable time by County, but in no event longer than thirty (30) days after County gives Lessee written notice to remove such property from the Premises. After the thirty (30)-day period, if not removed, the FF&E may be treated by County as abandoned and declared to be County-owned property, and County may, at Lessee's sole cost, repair any damage to the Premises as a result of removal. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee or its FF&E occupied the Premises beyond the deadlines and disallowed County's full utilization of the Premises as the owner of the property.

c. FF&E as Security – If, at the time of expiration or termination of this Agreement, Lessee is in default of any of the terms, covenants, or conditions of this Agreement, including the payment of rent or any other sums due under this Agreement, Lessee shall not remove from the Premises any of its FF&E (not including leased FF&E), and such personal property shall remain in the Premises as security for the cure of such default, until such time as such default is fully cured by Lessee and any costs incurred by County, including attorneys' fees, are paid in full by Lessee to County.

14. Signs: Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including those of County, and any installation of new or altered signage shall be approved in writing by the CGSO prior to installation. Any damage to the Premises occasioned by the installation and maintenance of any such sign, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

15. Damage and Destruction: If the Premises are damaged or destroyed by fire or casualty, not the fault of Lessee or any person in or about the Premises with the express or implied consent of the Lessee, the damaged Premises shall be repaired by Lessee at its sole cost, with the use of available insurance proceeds required under **Section 20.c** or Lessee may, at its option, terminate this Agreement and assign the available insurance proceeds to County. In the event that Lessee elects to repair the damaged Premises, this Agreement shall continue in full force and effect except that certain obligations of Lessee may be subject to Force Majeure as provided in **Section 28**. The provisions of California Civil Code sections 1932(2) and 1933(4) shall not apply to this Agreement, and Lessee hereby waives the benefits thereof.

16. Condemnation: If all or any part of the Premises is taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within thirty (30) days after such date. However, a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Lessee's reasonable judgment, as substantially to handicap, impede, or impair Lessee's use of the balance of the Premises. In the event of any taking, the proceeds shall belong to County.

17. **Right of Inspection:** With reasonable notice to Lessee, County shall have the right to enter upon the Premises at all reasonable times to inspect the Premises and Lessee's operations thereon. County reserves all rights in and with respect to the Premises, not inconsistent with Lessee's use of the Premises as provided in **Section 7** including without limitation the right of County to enter upon the Premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as County may deem desirable in connection with the development or use of the Premises. County shall compensate Lessee for damage to Lessee's FF&E caused by the exercise of the rights reserved in this **Section 17**.

18. **Hazardous Materials:**

a. **No Hazardous Materials** – As of the Execution Date, Lessee shall not permit any new Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the CGSO, which will not be unreasonably withheld. If Lessee spills any Hazardous Materials anywhere on the Premises, or other County-owned property, Lessee shall cleanup said spill, at its sole cost, and to the sole satisfaction of County. "**Hazardous Materials**," as used in this Agreement, shall be defined as stated in **Exhibit "B."**

b. **Clean Up of Hazardous Materials** – If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials by Lessee, including any contractors working on behalf of Lessee at, on, or from the Premises at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses or occupancy of the Premises by Lessee, then Lessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

c. **Failure by Lessee to Clean Up** – Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Lessee fails to fulfill any duty imposed under this **Section 18.c** within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 18.c** shall constitute a waiver of Lessee's obligations under this **Section 18**. Lessee obligations under this **Section 18** shall survive the expiration or termination of this Agreement.

d. **Receipt of Notice of Violation** – If Lessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Lessee in connection with the Premises or past or present activities of any person thereon, then Lessee shall deliver to County within ten (10) days of receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification. "**Environmental Requirements**," as used in this Agreement, shall be defined as stated in **Exhibit "B."**

19. **Indemnification:**

a. **Mutual** – Each Party agrees to defend, hold harmless, and indemnify the other Party (and the other Party's officers, employees, trustees, agents, successors, assigns, and

invitees, collectively referred to as the “**Indemnified Parties**”) against all claims, suits, expenses (including staff time, reasonable attorney’s fees, and fees of County Counsel), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by i) the indemnifying Party’s breach of the terms of this Agreement; ii) the negligent or willful acts or omissions of the indemnifying Party and its Indemnified Parties in connection with performance of this Agreement; and iii) the presence of the indemnifying Party and its Indemnified Parties on the other Party’s premises. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this **Section 19**, upon reasonable notice from the other Party, the indemnifying Party shall defend the action or proceeding at the other Party’s expense through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this **Section 19** shall include reasonable attorney’s fees, investigation costs, and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made. The indemnifying Party’s obligations under this **Section 19** shall apply regardless of whether the other Party or its Indemnified Parties are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the negligence or willful misconduct of the other Party and its Indemnified Parties.

b. **Environmental** – In addition, Lessee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Lessee’s occupancy of the Premises which arises at any time as a result of any uses at, on, or from the occupancy of the Premises by Lessee, or as a result of Lessee’s failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements. “**Environmental Requirements**” and “**Hazardous Materials**,” as used in this Agreement, shall have the meaning provided in **Exhibit “B.”**

c. **Survival of Indemnification Obligations** – Lessee’s obligations under **Section 19** shall survive the expiration or termination of this Agreement.

20. Lessee Maintenance of Insurance: Lessee shall secure and maintain insurance as described below. Lessee shall obtain all insurance required under this **Section 20**, and shall file the required certificates of insurance, and all required endorsements, with the County’s authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request by County, Lessee shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Lessee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term, or as otherwise specified herein. Such certificates and endorsements shall be delivered to the County’s authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or County as an additional insured.

a. **Workers’ Compensation and Employer’s Liability Insurance Requirements** –

1) **Workers' Compensation Insurance - Lessee Employees.** If Lessee has employees who may perform any services pursuant to this Agreement, Lessee shall submit written proof that Lessee is insured against liability for workers' compensation in accordance with the provisions of California Labor Code section 3700.

2) **Workers' Compensation Insurance - Lessee Subcontractors.** Lessee shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Lessee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Lessee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

3) **Employer's Liability Insurance.** Lessee shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. Liability Insurance Requirements –

1) **In General** – Lessee shall maintain in full force and effect, at all times during the Term, the following insurance:

(a) **Commercial General Liability Insurance,** including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Lessee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) **Automobile Liability Insurance,** against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 per accident.

2) **Additional Insureds** – The Commercial General Liability and Automobile liability Insurance required in **Section 20.b** shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3) **Self-Insurance Retention** – Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk

Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

4) **Claims-Made** – If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the Execution Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Fire and Casualty Insurance** – Lessee shall, at its sole cost, maintain on the Building a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least 100% of full replacement value. The insurance policy shall be issued in the names of County, Lessee, and any lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Lessee, and Lessee shall apply and use such proceeds as required by **Section 15** subject to the priority rights of any lender. Such insurance shall satisfy the requirements of **Section 20.d**, and shall be issued by a company or companies satisfying the requirements of **Section 20.e**. On or before the Commencement Date, Lessee shall deliver to County certificates of insurance indicating that Lessee has complied with the provisions of this **Section 20.c**.

d. **Cancellation of Insurance** – The above-stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee's obligations under this Agreement. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. **Insurance Company Rating** – All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.

f. **Lessee Self-Insured** – If Lessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

g. **Primary Insurance** – All insurance afforded by Lessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

h. **No Limitations by Policy Limits** – Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are

available to it under any other provision of this Agreement or otherwise under Applicable Laws.

i. **Failure to Maintain Insurance** – Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. County, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within ten (10) days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

21. **County Maintenance of Insurance:** County shall maintain in effect throughout the Term and any extensions thereof, its General Liability Program under which it shall have a retention and such excess insurance in an amount not less than \$2,000,000 in the aggregate with combined liability for personal injury and property damage. County shall maintain in effect throughout the Term of any extensions hereof, its Workers' Compensation and Employers' Liability under which it shall have a retention and such excess insurance in an amount not less than \$1,250,000. All exposures, including contractual liability, arising out of the County's operations on the Premises or use and maintenance of the Premises are covered by the County's self-insurance program undertaken pursuant to California Government Code Section 990. Upon request, County shall provide a letter of self-insurance from County's Risk Manager evidencing the same. Notwithstanding anything to the contrary, Lessee acknowledges that County's self-insurance program is deemed to satisfy all insurance requirements as set forth herein.

22. **Liens and Encumbrances:** Lessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If any liens or encumbrances are recorded against the Premises, and Lessee fails to remove the lien or encumbrance or post a bond to remove same within thirty (30) days after its filing, County shall give a thirty (30)-day notice to Lessee, requiring Lessee to remove or bond around the lien or encumbrance within the thirty (30)-day period. If Lessee fails to do so within the thirty (30)-day period, County, at its sole discretion after expiration of the thirty (30)-day period, may obtain a bond, with all costs of the bond to be reimbursed by Lessee to County.

23. **Breach by Lessee:** In the event any breach by Lessee of any term, covenant, or condition, Lessee shall have thirty (30) days after written notice has been given to Lessee by County to cure, except for breach of the nuisance provisions of **Section 7.b**, which allows seventy-two (72) hours to cure. If Lessee fails to cure within the stated time periods, County may exercise its remedies under **Section 24**. Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately pursuant to **Section 6.f** above. Once the Agreement is terminated, Lessee shall have one hundred and twenty (120) days to vacate the Premises.

24. **Remedies of County:** In the event of a breach by Lessee, County shall have the right either to terminate Lessee's right to possession of the Premises, by giving written notice of termination to

Lessee, and thereby terminating this Agreement, or to have this Agreement continue in full force and effect with Lessee at all times having the right to possession of the Premises.

a. Agreement and Possession Continue – If County elects to have this Agreement continue in full force and effect, Lessee shall remain liable to perform all of its obligations under this Agreement and County may enforce all of County's rights and remedies. If Lessee abandons the Premises or fails to maintain and protect the same as herein provided, County shall have the right **(i)** to do all things necessary or appropriate to maintain, preserve, and protect the Premises, including without limitation the installation of keepers or guards or the appointment of a receiver, and **(ii)** to relet the Premises as the agent of Lessee and for Lessee's account and to do all things appropriate for such reletting. In the event of such reletting, rent received by County shall be credited to Lessee's account. None of the foregoing acts shall be deemed to terminate Lessee's right of possession, and Lessee shall reimburse County on demand for all amounts reasonably expended by County in connection with the foregoing acts, together with interest on all amounts expended by County from time to time at the maximum legal rate from the date due until paid. Notwithstanding any such election to have this Agreement remain in full force and effect, County may at any time thereafter elect to terminate Lessee's right to possession of the Premises and thereby terminate this Agreement for any previous breach by Lessee which remains uncured or for any subsequent breach.

b. Agreement and Possession Terminate – If County gives notice of election to terminate Lessee's possession of the Premises, due to Lessee's breach, County shall be entitled to recover from Lessee the amounts specified in paragraph (a)(4) of section 1951.2 of the California Civil Code, as such section reads as of the Execution Date.

c. Remedies Not Exclusive – No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

d. County Right to Cure – In addition to County's remedies upon Lessee's breach, upon ten (10) days prior written notice to Lessee by County, County may cure any breach by Lessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable.

25. Breach by County: In the event of the breach by County of any term, covenant, or condition, County shall have thirty (30) days after written notice has been given to County by Lessee to cure. If County fails to cure within the stated time periods, Lessee may exercise its remedies under **Section 26**.

26. Remedies of Lessee: In the event of a breach by County, and if such breach is not cured within thirty (30) days of County's receipt of Lessor's written notice of such breach, Lessee shall have the right to either withhold payment without penalty until the breach is cured, or terminate this Agreement by giving written notice of termination to County as to the date the County was notified of the breach, vacate the premises within ninety (90) days, and Lessee will be released from any further financial obligation to the County.

a. Agreement and Possession Continue – If Lessee elects to have this Agreement continue in full force and effect, County shall remain liable to perform all of its obligations under this Agreement and Lessee may enforce all of Lessee's rights and remedies.

b. Immediate Termination – Notwithstanding the foregoing, Lessee shall have the right to terminate this Agreement effective immediately pursuant to **Section 25** above. Once

the Agreement is terminated, Lessee shall have one hundred and twenty (120) days to vacate the Premises and Lessee will be released from any further financial obligation to County.

c. **Remedies Not Exclusive** – No right or remedy herein conferred upon or reserved to Lessee is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

27. **No Waiver of Breach:** The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Lessee in strict accordance with the terms of this Agreement.

28. **Force Majeure:**

a. **Definition** – Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, or other natural or man-made disasters (“**Force Majeure**”). Lack of funds shall not be a Force Majeure event.

b. **Consequences** – The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

29. **Quiet Possession:** Lessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Lessee to be kept and performed, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.

30. **Assignment and Subletting:**

a. **No Assignment or Subletting** – Lessee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement, without the prior written consent of the CGSO.

b. **Referral to Board of Supervisors** – However, the CGSO may, at his/her discretion, refer Lessee’s request to (i) sublease, (ii) assign, (iii) transfer, (iv) mortgage, or (v) otherwise convey this Agreement or Lessee’s ground leasehold rights and interests, to County’s Board of Supervisors (“**Board**”) for Board consideration.

c. **Failure to Obtain Consent** – If Lessee shall sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or its rights and interests hereunder, or attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and

remedies available to it, County may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, mortgage, or other conveyance void or terminate this Agreement and all rights and interests of Lessee and all other persons hereunder.

d. No Waiver or Limitation on Consent – Any consent to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as consent to any different or subsequent sublease, assignment, transfer, mortgage, or conveyance. This clause shall not be construed to limit any right or remedy which County may become entitled to as a matter of law or become entitled to by reason of Lessee's actions or failures to act.

e. Lessee in Compliance – As a condition of County's consent to any conveyance of this Agreement, Lessee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all monies due to County.

31. Surrender of Premises: On the last day of the Term, or sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Commencement Date, subject to damage by Force Majeure, and shall comply with **Section 13** relating to its FF&E. By the expiration or termination date, Lessee shall have paid all utility bills and contacted the appropriate utility companies to have the utility services properly discontinued or transferred.

32. Notices: All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessee: Kern Medical
1700 Mount Vernon Avenue
Bakersfield, California 93306
Attn: Chief Executive Officer

To County: County of Kern
Property Management
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

33. Authorized Agent of County: The CGSO is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Lessee, they shall be performed to the sole satisfaction of the CGSO, unless another standard is specified in this Agreement.

34. Miscellaneous Provisions:

a. Negation of Partnership – County shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee other than that of

landlord and tenant by reason of the provisions of this Agreement. Lessee shall not for any purpose be considered an agent, officer, or employee of County.

b. Conflict of Interest – The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Lessee. The Parties shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

c. Nondiscrimination –

1) Lessee, in the use of the Premises and in the operations to be conducted under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies.

2) Lessee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all Users, and Lessee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Lessee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

3) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, or national origin.

4) Lessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Building.

5) Lessee shall include the language in **subsections (1) through (4)** in any agreement by which Lessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render accommodations and services to the public on the Premises.

6) Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by Applicable Laws or this Agreement, County shall have the right to terminate this Agreement without liability therefore, may seek an injunction to enforce **subsections (1) through (4)**, and may charge Lessee the sum of \$25.00 per day for each incident of a failure to comply.

d. Incorporation of Prior Agreements – This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. Remedies not Exclusive – The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. Severability – If any part, term, portion, or provision of this Agreement is 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.

g. Governing Law; Venue – The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Lessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Kern, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Kern.

h. Compliance with Laws – Lessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

i. Successors – Subject to **Section 30**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

j. No Third Party Beneficiaries – This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

k. Covenants and Conditions – Each provision of this Agreement performable by Lessee shall be deemed both a covenant and a condition.

l. Modification – This Agreement may be modified or amended only by a written document signed by both Parties.

m. Authorization – Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

n. Construction – The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

o. Recitals – Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, 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.

p. Captions – Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

q. Exhibits – All exhibits attached to this Agreement are incorporated into this Agreement by reference.

r. Time of Essence – Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

The remainder of this page has been intentionally left blank.

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

KERN COUNTY HOSPITAL AUTHORITY

By _____
Michelle Burns-Lusich
Chief General Services Officer
"County"

By _____
Chairman, Board of Governors "Lessee"

APPROVED AS TO CONTENT:
County Administrative Office

APPROVED AS TO CONTENT:
Kern County Hospital Authority

By _____
Katrina Slayton
Deputy Chief General Services Officer

By _____
Chief Executive Officer

APPROVED AS TO FORM:
Office of County Counsel

APPROVED AS TO FORM:
Legal Services Department

By _____
Joshua H. Rudnick, Deputy

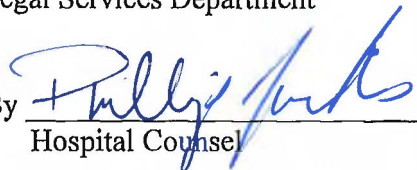
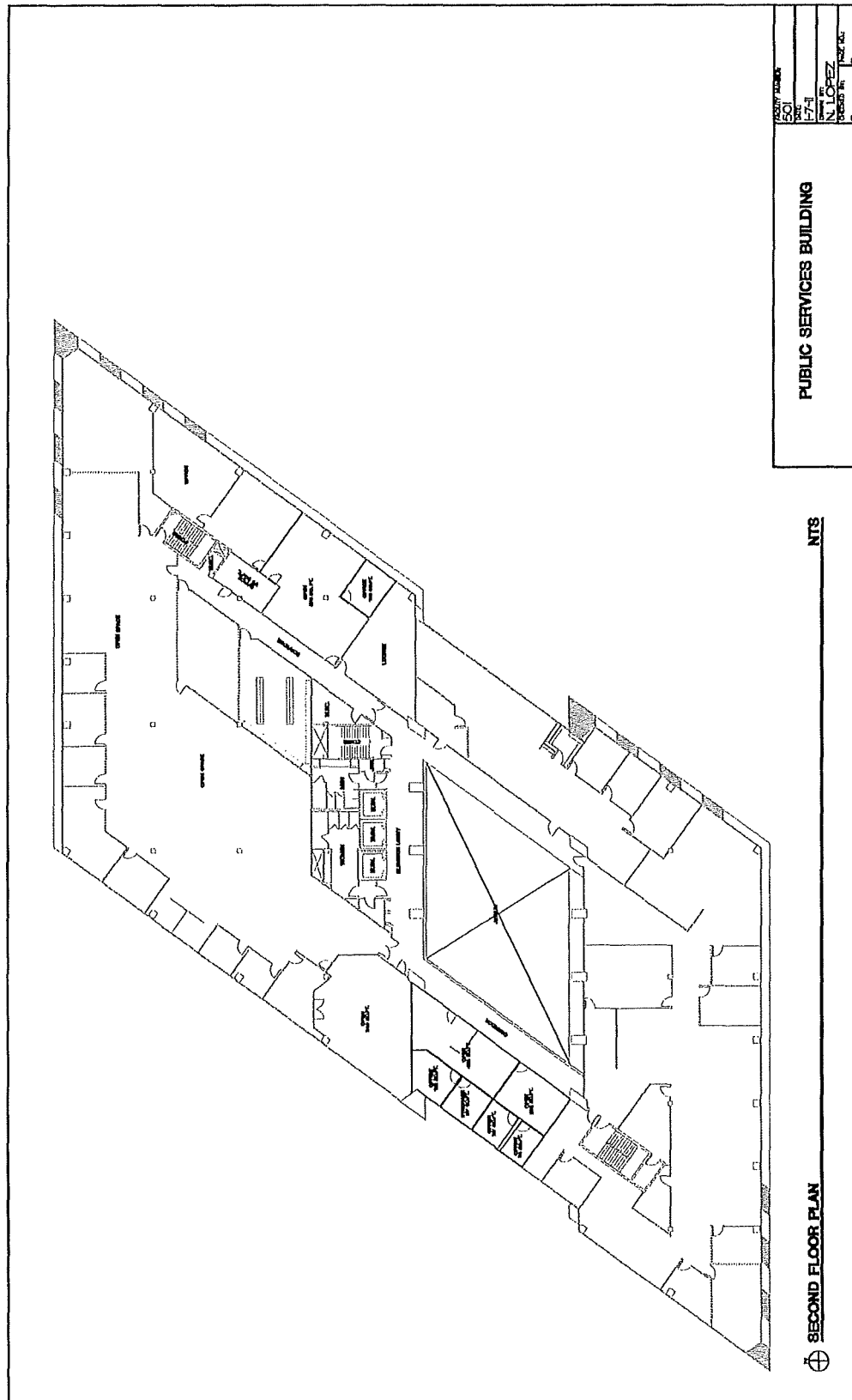
By  _____
Hospital Counsel

EXHIBIT "A" – SITE MAP



2nd Floor - Additional Suites

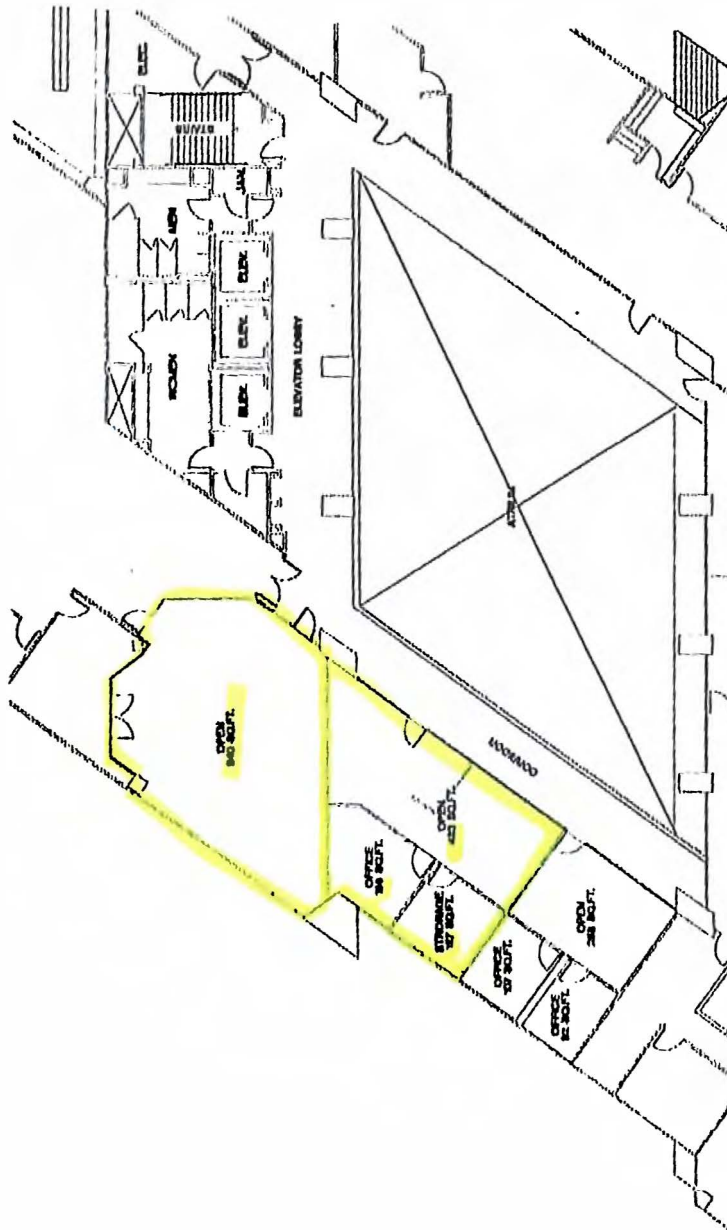


EXHIBIT “B” – ENVIRONMENTAL TERMS

Definition of Environmental Terms

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. **Environmental Requirements.** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, California, or its political or municipal subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. **Hazardous Materials.** All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminates, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.

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

August 19, 2026

Subject: Report on legislative update regarding Assembly Bill 1234 (AB 1234) and Senate Bill 827 (SB 827)

Recommended Action: Receive and File

Summary:

On October 11, 2025, Governor Newsom signed SB 827 into law which amends the Government Code by creating a new requirement related to fiscal and financial training for certain public officials, including your Board. Specifically, SB 827 requires at least two hours of training on financial administration, budgeting, reporting, capital financing, debt management, pensions, cash management and investments, fiscal and financial planning, procurement and contracting, and related laws. This training is required every two years beginning January 1, 2026. This is in addition to the biennial requirement of two hours of ethics training previously implemented under AB 1234. Local agencies are required to identify classifications and individuals under its purview who must complete these training requirements, and maintain records of such training.

Counsel for the Authority has determined that all classifications listed on the Authority's Conflict of Interest Code are required to complete these training requirements. To that end, the Authority has recently joined the Special Districts Association of California which offers these mandatory trainings in an on-demand format. Staff is working to notify the impacted staff and provide instructions how to satisfy this new requirement.

Therefore, it is recommended that your Board received and file this legislative update.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Proposed acceptance of donation of travel and related expenses from Oracle Health for the Oracle Health and Life Sciences Summit 2026

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

Oracle Health, formerly known as Cerner Corporation, is a leading provider of health information technology (HIT) platforms and services, including electronic health records (EHRs) and data-driven healthcare solutions. It serves over 9.5 million customers and supports healthcare organizations in delivering efficient, coordinated, and patient-centered care including Kern Medical. Oracle Health has offered to donate to the Authority all travel and related expenses for two Authority employees to attend the Oracle Health and Life Sciences Summit 2026 in Orlando, Florida, from September 22-24, 2026.

The summit spans three days and brings together Oracle executives, industry leaders, healthcare providers, and life sciences professionals to explore the latest innovations in healthcare technology and life sciences research. The event emphasizes AI integration, cloud solutions, and data-driven insights to accelerate clinical trials, improve patient care, and streamline operational processes. This training session is necessary in connection with official Authority business.

Kern Medical recommends your Board adopt the attached proposed resolution to accept the travel donation from Oracle Health for all travel and related expenses and authorize the Chief Executive Officer to designate two employees to attend this important conference.

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

In the matter of:

Resolution No. 2026-____

**ACCEPTANCE OF DONATION OF TRAVEL
AND RELATED EXPENSES FROM ORACLE
HEALTH FOR THE ORACLE HEALTH AND
LIFE SCIENCES SUMMIT 2026**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 19th day of August, 2026, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) Oracle Health, formerly known as Cerner Corporation, is a leading provider of health information technology (HIT) platforms and services, including electronic health records (EHRs) and data-driven healthcare solutions. It serves over 9.5 million customers and supports healthcare organizations in delivering efficient, coordinated, and patient-centered care including the Authority; and

(c) Oracle Health has offered to donate to the Authority all travel and related expenses for two Authority employees to attend the Oracle Health and Life Sciences Summit 2026 in Orlando, Florida, from September 22-24, 2026; and

(d) The training session is necessary in connection with official Authority business; and

(e) The Authority desires to obtain the donation of all travel and related expenses from Oracle Health to the Authority and will retain full control over the use of the donation; and

(f) Oracle Health has not made any restrictions as to how the donation may be used.

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

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

2. This Board hereby accepts from Oracle Health the donation of all travel and related expenses for two Authority employees to travel to Orlando, Florida, to attend the Oracle Health and Life Sciences Summit 2026 from September 22-24, 2026.

3. This Board authorizes the Chief Executive Officer to designate two Authority employees to attend the Oracle Health and Life Sciences Summit 2026 from September 22-24, 2026, in Orlando, Florida.

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

Chief Financial Officer
Legal Services Department
Human Resources Department

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Proposed acceptance of donation of travel and related expenses (conference fees only) from Oracle Health for the Oracle Health and Life Sciences Summit 2026

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

Oracle Health, formerly known as Cerner Corporation, is a leading provider of health information technology (HIT) platforms and services, including electronic health records (EHRs) and data-driven healthcare solutions. It serves over 9.5 million customers and supports healthcare organizations in delivering efficient, coordinated, and patient-centered care including Kern Medical. Oracle Health has offered to donate to the Authority travel and related expenses (conference fees only) for 18 Authority employees to attend the Oracle Health and Life Sciences Summit 2026 in Orlando, Florida, from September 22-24, 2026.

The summit spans three days and brings together Oracle executives, industry leaders, healthcare providers, and life sciences professionals to explore the latest innovations in healthcare technology and life sciences research. The event emphasizes AI integration, cloud solutions, and data-driven insights to accelerate clinical trials, improve patient care, and streamline operational processes. This training session is necessary in connection with official Authority business.

Kern Medical recommends your Board adopt the attached proposed resolution to accept the travel donation from Oracle Health for travel and related expenses (conference fees only) and authorize the Chief Executive Officer to designate 18 employees to attend this important conference.

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

In the matter of:

Resolution No. 2026-____

**ACCEPTANCE OF DONATION OF TRAVEL
AND RELATED EXPENSES FROM ORACLE
HEALTH FOR THE ORACLE HEALTH AND
LIFE SCIENCES SUMMIT 2026**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 19th day of August, 2026, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) Oracle Health, formerly known as Cerner Corporation, is a leading provider of health information technology (HIT) platforms and services, including electronic health records (EHRs) and data-driven healthcare solutions. It serves over 9.5 million customers and supports healthcare organizations in delivering efficient, coordinated, and patient-centered care including the Authority; and

(c) Oracle Health has offered to donate to the Authority travel and related expenses (conference fees only) for 18 Authority employees to attend the Oracle Health and Life Sciences Summit 2026 in Orlando, Florida, from September 22-24, 2026; and

(d) The training session is necessary in connection with official Authority business; and

(e) The Authority desires to obtain the donation of travel and related expenses (conference fees only) from Oracle Health to the Authority and will retain full control over the use of the donation; and

(f) Oracle Health has not made any restrictions as to how the donation may be used.

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

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

2. This Board hereby accepts from Oracle Health the donation of travel and related expenses (conference fees only) for 18 Authority employees to travel to Orlando, Florida, to attend the Oracle Health and Life Sciences Summit 2026 from September 22-24, 2026.

3. This Board authorizes the Chief Executive Officer to designate 18 Authority employees to attend the Oracle Health and Life Sciences Summit 2026 from September 22-24, 2026, in Orlando, Florida.

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

Chief Financial Officer
Legal Services Department
Human Resources Department

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Proposed acceptance of donation of travel and related expenses from Public Risk Innovation, Solution, and Management (PRISM) for the PRISM 2026 Annual Conference

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

Public Risk Innovation, Solution, and Management ("PRISM") provides insurance coverage for the Authority's liability program. PRISM has offered to donate to the Authority all travel and related expenses for two Kern Medical employees to attend the PRISM Annual Conference in Indian Wells, California, from September 29-October 2, 2026. The conference is designed to ensure the public agencies are equipped with the knowledge, tools, and partnerships needed to navigate an increasingly complex risk landscape. This training session is necessary in connection with official Authority business.

Therefore, Kern Medical recommends your Board adopt the attached proposed resolution to accept the travel donation from PRISM for travel and related expenses and authorize the Chief Executive Officer to designate two employees to attend this important conference.

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

In the matter of:

Resolution No. 2026-____

**ACCEPTANCE OF DONATION OF
TRAVEL AND RELATED EXPENSES
FROM PRISM FOR THE PRISM 2026
ANNUAL CONFERENCE**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 19th day of August, 2026, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) Public Risk Innovation, Solution, and Management (“PRISM”) provides insurance coverage for the Authority’s liability program; and

(c) PRISM has offered to donate to the Authority all travel and related expenses for up to two Authority employees to attend the PRISM 2026 Annual Conference in Indian Wells, California, from September 29-October 2, 2026; and

(d) The training session is necessary in connection with official Authority business; and

(e) The Authority desires to obtain the donation of travel and related expenses from PRISM to the Authority and will retain full control over the use of the donation; and

(f) PRISM has not made any restrictions as to how the donation may be used.

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

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

2. This Board hereby accepts from PRISM the donation of travel and related expenses to cover all costs for up to two Authority employees to travel to Indian Wells, California, to attend the PRISM 2026 Annual Conference from September 29-October 2, 2026.

3. This Board authorizes the Chief Executive Officer to designate up to two Authority employees to attend the PRISM 2026 Annual Conference from September 29-October 2, 2026, in Indian Wells, California.

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

Chief Financial Officer
Legal Services Department
Human Resources Department

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Proposed acceptance of donation of travel and related expenses from Presidio Networked Solutions Group, Inc. for Presidio TechX

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

Presidio Networked Solutions Group, Inc. (Presidio) is the Authority's preferred value-added reseller for networking equipment. Presidio has offered to donate to the Authority travel and related expenses for three Authority employees to attend Presidio TechX, an AI-focused technical conference, in Dallas, Texas, on September 15, 2026. In addition to the in-depth technical learning event, Presidio is offering a free AI certification to attendees. This training session is necessary in connection with official Authority business.

Therefore, Kern Medical recommends your Board adopt the attached proposed resolution to accept the travel donation from Presidio Networked Solutions Group, Inc. for travel and related expenses and authorize the Chief Executive Officer to designate three employees to attend this important conference.

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

In the matter of:

Resolution No. 2026-____

**ACCEPTANCE OF DONATION OF TRAVEL
AND RELATED EXPENSES FROM PRESIDEO
NETWORKED SOLUTIONS GROUP, INC.
FOR PRESIDEO TECHX**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 19th day of August, 2026, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) Presidio Networked Solutions Group, Inc. (Presidio) is the Authority's preferred value-added reseller for networking equipment; and

(c) Presidio has offered to donate to the Authority travel and related expenses for three Authority employees to attend Presidio TechX, an AI-focused technical conference, in Dallas, Texas, on September 15, 2026; and

(d) The training session is necessary in connection with official Authority business; and

(e) The Authority desires to obtain the donation of travel and related expenses from Presidio to the Authority and will retain full control over the use of the donation; and

(f) Presidio has not made any restrictions as to how the donation may be used.

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

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

2. This Board hereby accepts from Presidio Networked Solutions Group, Inc. the donation of travel and related expenses for three Authority employees to travel to Dallas, Texas, to attend Presidio TechX on September 15, 2026.

3. This Board authorizes the Chief Executive Officer to designate three Authority employees to attend Presidio TechX on September 15, 2026, in Dallas, Texas.

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

Chief Financial Officer
Legal Services Department
Human Resources Department

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Proposed acceptance of donation of travel and related expenses from Healthfuse, LLC for the Healthfuse 2026 Client Summit

Recommended Action: Approve; Adopt Resolution

Summary:

The Authority's conflict of interest policy prohibits employees from receiving or accepting money or any other considerations from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment.

Kern Medical contracts with Healthfuse, LLC to help optimize revenue cycle vendor performance. Since implementing the Healthfuse software, Kern Medical has enhanced its fiduciary responsibilities by adopting standards of performance accountability for current and future revenue cycle vendors.

Healthfuse, LLC has offered to donate to the Authority travel and related expenses for two Authority employees to attend the Healthfuse 2026 Client Summit on September 17, 2026, in Milwaukee, Wisconsin. This training session is necessary in connection with official Authority business.

Therefore, Kern Medical recommends your Board adopt the attached proposed resolution to accept the travel donation from Healthfuse, LLC, and authorize the Chief Executive Officer to designate two employees to attend this important conference.

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

In the matter of:

Resolution No. 2026-____

**ACCEPTANCE OF DONATION OF
TRAVEL AND RELATED EXPENSES
FROM HEALTHFUSE, LLC FOR THE
HEALTHFUSE 2026 CLIENT SUMMIT**

I, MONA A. ALLEN, Authority Board Coordinator for the Kern County Hospital Authority, hereby certify that the following Resolution, on motion of Director _____, seconded by Director _____, was duly and regularly adopted by the Board of Governors of the Kern County Hospital Authority at an official meeting thereof on the 19th day of August, 2026, by the following vote, and that a copy of the Resolution has been delivered to the Chairman of the Board of Governors.

AYES:

NOES:

ABSENT:

MONA A. ALLEN
Authority Board Coordinator
Kern County Hospital Authority

Mona A. Allen

RESOLUTION

Section 1. WHEREAS:

(a) The conflict of interest policy for the Kern County Hospital Authority (“Authority”) prohibits Authority employees from receiving or accepting money or any other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course of his or her employment; and

(b) The Authority contracts with Healthfuse, LLC to help optimize revenue cycle vendor performance; and

(c) Healthfuse, LLC has offered to donate to the Authority travel and related expenses for two Authority employees to attend the Healthfuse 2026 Client Summit on September 17, 2026, in Milwaukee, Wisconsin; and

(d) The training session is necessary in connection with official Authority business; and

(e) The Authority desires to obtain the donation of travel and related expenses from Healthfuse, LLC to the Authority and will retain full control over the use of the donation; and

(f) There are no restrictions as to how the donation may be used.

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

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

2. This Board hereby accepts from Healthfuse, LLC the donation of travel and related expenses for two Authority employees to travel to Milwaukee, Wisconsin, to attend the Healthfuse 2026 Client Summit on September 17, 2026.

3. This Board authorizes the Chief Executive Officer to designate two Authority employees to attend the Healthfuse 2026 Client Summit on September 17, 2026, in Milwaukee, Wisconsin.

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

Chief Financial Officer
Legal Services Department
Human Resources Department

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Proposed Amendment No. 9 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. 9 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. The term of the Agreement expires August 21, 2026.

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 an additional gastroenterologist 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.

Despite 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.

The proposed Amendment extends the term of the Agreement for an additional period from August 21, 2026, through September 18, 2026, and increases the maximum payable amount by \$2,505,352, from \$8,511,435 to \$11,016,787, to cover the extended term and includes contractually obligated compensation for worked performed at Adventist Health.

The \$2,505,352 increase consists of the following components: \$1,869,495.11 from Adventist Health resolving disputed compensation for worked relative value units (wRVUs) and non-scheduled inpatient coverage, \$90,659.14 for GI Hospitalist excess shifts, and \$485,197.42 for Quarter 2 wRVUs performed on behalf of Kern Medical; and an additional \$60,000 for compensation associated with the 30-day extension of the Agreement.

Therefore, it is recommended that your Board approve Amendment No. 9 to Agreement 041-2023 with Tarun Rustagi, M.D., a contract employee, for professional medical services in the Department of Medicine, extending the term from August 21, 2026 through September 18, 2026, increasing the maximum payable by \$2,505,352, from \$8,511,435 to \$11,016,787, to cover the extended term, and authorize the Chairman to sign.

**AMENDMENT NO. 9
TO
AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Tarun Rustagi, M.D.)**

This Amendment No. 9 to the Agreement for Professional Services is made and entered into this _____ day of _____, 2026, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Tarun Rustagi, M.D. (“Physician”).

RECITALS

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. 041-2023, dated March 15, 2023), Amendment No. 1 (Agt. 053-2024, dated March 20, 2024), Amendment No. 2 (Agt. 041-2025, dated April 16, 2025), Amendment No. 3 (Agt. 068-2025, dated June 18, 2025), Amendment No. 4 (Agt. 133-2025, dated November 19, 2025), Amendment No. 5 (Agt. 017-2026, dated February 18, 2026), Amendment No. 6 (Agt. 086-2026, dated May 20, 2026), and Amendment No. 7 (Agt. 101-2026, dated June 17, 2026), and Amendment No. 8 (Agt. 122-2026, dated July 15, 2026) (collectively, the “Agreement”), for the period March 16, 2023 through August 21, 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 August 21, 2026;

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

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

“1. **Term.** The initial term of this Agreement (“Initial Term”) shall be for a period of one (1) year, commencing as of March 16, 2023, or the approved date of Physician’s nonimmigrant H-1B status, which permits work authorization, but no later than ninety (90) days after the approved H-1B visa date (the “Commencement Date”), and shall end September 18, 2026. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for two (2) additional terms of two (2) years each (“Renewal Term”), but only upon mutual written agreement of the parties. As used herein, the “Term” of this Agreement shall mean the Initial Term and all Renewal Terms. As used herein, an “Employment Year” shall mean the annual period beginning on the Commencement Date and each annual period thereafter if any.”

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

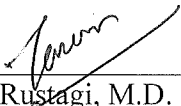
“5.5 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$11,016,787 over the Initial Term of this Agreement.”

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Amendment No. 9
as of the day and year first written above.

PHYSICIAN

By 
Tarun Rustagi, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____
Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

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

August 19, 2026

Subject: Proposed rescission of Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology

Recommended Action: Approve

Summary:

Kern Medical requests your Board rescind Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology. The Amendment was approved by your Board during its regular meeting on July 15, 2026.

The intent of the Amendment was to extend the term for an additional three years from August 1, 2026 through July 31, 2029. Due to a drafting error, your Board is being asked to rescind the Amendment.

Therefore, it is recommended that your Board rescind Amendment No. 2 with Yufan Brandon Chen, M.D., effective August 1, 2026.

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

August 19, 2026

Subject: Proposed retroactive Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology

Recommended Action: Approve; Authorize the Chairman to sign

Summary:

Kern Medical requests your Board retroactively approve Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., a contract employee, for professional medical and administrative services in the Department of Obstetrics and Gynecology. Dr. Chen, who is board certified in obstetrics and gynecology and urogynecology subspecialty, has been employed by Kern Medical since August 2020. His current Agreement expired July 31, 2026.

The proposed Amendment extends the current term for an additional three years from August 1, 2026 through July 31, 2029, and provides for an annual base salary increase of 1.15% through a salary schedule attached at Exhibit “B” to the Amendment. The current maximum payable will increase by \$2,000,000, from \$2,000,000 to \$4,000,000, in order to cover the extended term. The Amendment is effective August 1, 2026.

The Amendment is retroactive due to a drafting error in the amendment that was approved by your Board on July 15, 2026. In a separate agenda item, your Board is being asked to rescind approval of the July 15 amendment.

Therefore, it is recommended that your Board retroactively approve Amendment No. 2 to Agreement 60523 with Yufan Brandon Chen, M.D., for professional medical and administrative services in the Department of Obstetrics and Gynecology for the period August 1, 2023 through July 31, 2026, extending the term for three years from August 1, 2026 through July 31, 2029, increasing the base salary by 1.15% annually effective August 1, 2026, increasing the maximum payable by \$2,000,000, from \$2,000,000 to \$4,000,000, to cover the term, and authorize the Chairman to sign.

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

This Amendment No. 2 to the Agreement for Professional Services is made and entered into this ____ day of _____, 2026, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Yufan Brandon Chen, M.D. (“Physician”).

RECITALS

(a) Authority and Physician have heretofore entered into an Agreement for Professional Services (Agt. 60523, dated August 30, 2023) and Amendment No. 1 (Agt. 091-2025, dated August 20, 2025) (collectively the “Agreement”), for the period August 1, 2023 through July 31, 2026, whereby Physician provides professional medical and administrative services in the Department of Obstetrics and Gynecology 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 August 1, 2026;

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

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

“1. **Term**. The term of this Agreement shall be for a period of three (3) years, commencing as of August 1, 2023 (the “Commencement Date”), and shall end July 31, 2029 (the “Term”), unless earlier terminated pursuant to other provisions of this Agreement as herein stated. This Agreement may be renewed for additional terms of two (2) years each, but only upon mutual written agreement of the parties. As used herein, an “Employment Year” shall mean the annual period beginning on the Commencement Date and each annual period thereafter.”

2. Section 5, Compensation Package, paragraph 5.9, Maximum Payable, shall be deleted in its entirety and replaced with the following:

“5.9 **Maximum Payable**. The maximum compensation payable under this Agreement shall not exceed \$4,000,000 over the six (6) year Term of this Agreement.”

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

PHYSICIAN

By _____
Yufan Brandon Chen, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By _____
Scott Thygerson
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By _____
Vice President & General Counsel
Kern County Hospital Authority

**AMENDMENT NO. 1
TO
EXHIBIT “B”
SALARY SCHEDULE
Yufan Brandon Chen, M.D.**

Annual Salary	Effective Date
\$426,443	August 1, 2026
\$432,840	August 1, 2027
\$439,332	August 1, 2028

[INTENTIONALLY LEFT BLANK]

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

August 19, 2026

Subject: Proposed rescission of Agreement 117-2026 with Barkat Ali, M.D., a contract employee, for professional medical services in the Department of Surgery

Recommended Action: Approve

Summary:

Kern Medical requests your Board rescind Agreement 117-2026 with Barkat Ali, M.D., a contract employee, for professional medical services in the Department of Surgery. The Agreement was approved by your Board during its regular meeting on July 15, 2026.

Dr. Ali, who is fellowship trained in plastic and reconstructive surgery and plastic and hand microsurgery, was scheduled to begin work at Kern Medical for an initial term of three years on August 1, 2026. On July 21, 2026, Dr. Ali notified Kern Medical that, after careful consideration, he had decided not to take this opportunity. No money was paid to Dr. Ali such as a signing bonus or relocation expenses in advance of the effective date of the Agreement.

Therefore, it is recommended that your Board rescind Agreement 117-2026 with Barkat Ali, M.D., effective August 1, 2026.

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

August 19, 2026

Subject: Proposed retroactive 127160K-QUOTE-26-00023341 with Getinge USA Sales, Inc.

Recommended Action: Approve; Authorize Chief Executive Officer to sign

Summary:

Kern Medical requests your Board approve the proposed 127160K-QUOTE-26-00023341 with Getinge USA Sales, Inc. For purchase of flixelene vascular grafts, used in early cannulation, in an amount not to exceed \$50,000, effective July 28, 2026 through July 27, 2027. The agreement was listed on the retroactive list for July. The Agreement is retroactive because negotiations and execution of the agreement was not completed by the posting of July's agenda.

Counsel is unable to approve the terms because they include nonstandard terms including governance by New York law and limited liability among others. Despite negotiations, counsel was unsuccessful in negotiating these terms.

Therefore, it is recommended that your Board approve the proposed retroactive 127160K-QUOTE-26-00023341 with Getinge USA Sales, Inc, for purchase of flixelene vascular grafts, effective July 28, 2026 through July 27, 2027, in an amount not to exceed \$50,000 plus tax and shipping, and authorize the Chief Executive to sign.



Quotation For:

127160 Kern Medical Center
1830 Flower St
Bakersfield, California 93305



Quotation for Customer:

127160 Kern Medical Center
1830 Flower St
Bakersfield, California 93305

Getinge USA Sales, LLC
45 Barbour Pond Rd.
Wayne, NJ 07470

Quote#: 127160K-QUOTE-26-00023341
July 13, 2026

Getinge USA Sales, LLC ("Getinge") is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions as listed below and/or on all attached pages. This quotation is subject to final approval by Getinge and is not considered firm or binding until accepted by the corporate offices and an order acknowledgement is issued to you ("Customer").

This proposal and pricing terms are considered proprietary and confidential. This document cannot be shared or provided to any other 3rd party organization or personnel without the expressed written consent of Getinge.

This quotation is **valid until October 12, 2026**.

Payment terms: Net 30 Days From Date Of Invoice

Shipping terms: FOB Shipping Point – Freight Prepaid and Added

Freight charges and applicable taxes, if any, are payable upon receipt of invoice. Delivery subject to availability

UNLESS THIS QUOTATION HAS BEEN DESIGNATED BY GETINGE AS BEING GOVERNED BY AN APPLICABLE GROUP PURCHASING ORGANIZATION OR INTEGRATED DELIVERY NETWORK AGREEMENT, THIS QUOTATION WILL BE GOVERNED BY GETINGE'S STANDARD CONDITIONS OF SALE ATTACHED HERETO. Any prior or collateral agreements, representations, promises or conditions, whether written or oral, in connection herewith, are superseded hereby. No modifications, waivers or termination of any provisions contained in this Agreement or any future agreements, representations, promises or conditions in connection with the subject matter hereof shall be binding upon Getinge unless made in writing and signed by an authorized officer thereof. Acceptance of any Customer's purchase order does not operate as acceptance of any different or additional terms. None of Getinge's terms may be rejected or revoked by Customer without the consent of Getinge's Legal Team. If you have any questions about this Agreement, please contact your local Getinge Sales Representative. By signing this Quotation, you agree that you have reviewed and accepted Getinge's Standard Conditions of Sale attached hereto and that you accept and agree to all of the terms hereof.

Presented By:

Signed by:

ECDE9BA32687403...

Vivian Marini

Name

Senior Manager, Commercial Support

Title

vivian.marini@getinge.com

Email

7/17/2026

Date

Accepted By:

Authorized Representative for
Kern Medical Center

Scott Thygerson

Printed Name

Chief Executive Officer

Title

7/28/2026

Date

REVIEWED ONLY
NOT APPROVED AS TO FORM

By Phillip Jenkins
Kern County Hospital Authority

Getinge USA Sales, LLC Pricing



TABLE 1 - PRODUCT PRICING

Quantity	Material Number	Material Description	UOM	Per	List Price
1	25128	4-6MMX35CM FLIXENE GWT-GW,W/DBL GDS	EA	1	\$1,993.00
1	25134	4-6MMX45CM FLIXENE GWT,W/DBL GDS	EA	1	\$1,745.00
1	25137	4-6MMX45CM FLIXENE GWT-GW,W/DBL GDS	EA	1	\$1,993.00
1	25141	4-7MMX30CM GWT-GW,FLIXENE W/DBL GDS	EA	1	\$1,869.00
1	25129	4-7MMX35CM FLIXENE GWT-GW,W/DBL GDS	EA	1	\$1,993.00
1	25135	4-7MMX45CM FLIXENE GWT,W/DBL GDS	EA	1	\$1,745.00
1	25138	4-7MMX45CM FLIXENE GWT-GW,W/DBL GDS	EA	1	\$1,993.00
Quote Subtotal					\$13,331.00
Standard Freight Estimate Total					\$266.62
Quote Total					\$13,597.62

Getinge USA Sales, LLC Terms and Conditions



GETINGE TERMS AND CONDITIONS OF SALE

The sale of any product sold by Getinge ("Product") is expressly conditioned on Customer's assent to these Terms and Conditions. Any additional or different terms proposed by Customer, in a purchase order or otherwise, are expressly rejected and will not be binding upon Getinge unless agreed to in writing. Any oral or written representation, warranty, course of dealing or trade usage not contained in these Terms and Conditions shall not be binding on either party. Any order for Products or Getinge's delivery of Products shall constitute assent to these Terms and Conditions.

1) Pricing; End-User.

The price for any Product is as set forth in the applicable Getinge price quotation or proposal, or, if an order is placed in another manner, the price shall be the Customer's pre-negotiated price approved by and on file with Getinge at the time the order is placed. Getinge's prices do not include sales, use, excise or similar taxes. Unless otherwise agreed in writing, additional charges may apply for shipping, handling, and installation. Unless otherwise approved by Getinge, Customer represents that it is the end-user of the Products and is not purchasing the Products for subsequent sale or commercialization.

2) Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes that are imposed on that party with respect to the transactions and payments thereunder. Customer agrees to pay applicable sales, use, value added, excise and services taxes that Getinge includes on invoice and is legally obligated to collect from Customer. However, if Customer furnishes, or has furnished, Getinge with an exemption certificate covering such taxes, it is not obligated to pay such taxes to Getinge.

3) Payment Terms.

a) Products that require Getinge design and/or installation services.

Upon receipt of a valid Purchase Order, Supplier will issue an invoice for a deposit that totals thirty percent (30%) of the total purchase amount, Purchaser agrees to pay invoice within thirty (30) days. Following Supplier's shipment(s) of Product, Supplier will invoice Purchaser on a per shipment basis, a cumulative total that will not exceed fifty percent (50%) of the total purchase amount, which is due within thirty (30) days following each shipment of Product or receipt of the invoice, whichever date is later, with the balance of the purchase price being due within thirty (30) days of receipt of the invoice after Product Acceptance of such installed Product(s).

b) For all other Products.

Payment for is due within thirty (30) days from the date of Getinge's invoice. Customer must promptly notify Getinge of any pricing errors. Billing disputes may not be cause for Getinge's non- delivery of any future Products. Customer may not deduct or set off any amount owed between Getinge and Customer.

4) Inspection; Acceptance; Returns. Customer shall inspect all deliveries upon receipt for damage or missing Products and shall promptly notify Getinge of any issues. Products shall be deemed accepted upon the earlier of installation, first use, or thirty (30) days following delivery. All Product returns are subject to Getinge's Returned Goods Policy, available at: [Getinge USA Sales LLC Returned Goods Policy](#)

5) Cancellation and Customer Postponement.

Getinge USA Sales, LLC Terms and Conditions



a) Cancellation.

1. Customer may, with Getinge's prior written consent, cancel certain non-customized or non-specialized orders without penalty within forty-five (45) days of Getinge's receipt of Customer's valid purchase order.
2. Unless authorized by Getinge, Customer may not cancel orders for Equipment, custom-configured Products, or off the shelf Products that Getinge has provided a quote for special configuration.
3. Cancelled orders are subject to a thirty percent (30%) cancellation fee which will be invoiced and due immediately.

b) Customer Postponement.

If Customer fails to take delivery of any Product that requires design and installation services, on the scheduled delivery date, Getinge shall store Product, at Customer's expense. Customer shall be invoiced monthly for reasonable storage costs beginning on the date of the scheduled delivery. In the event of postponement, on the scheduled delivery date, Equipment and Product will be deemed shipped and title will transfer to Customer and the next scheduled payment will be due.

6) Delivery Terms. Products shall be shipped FOB Shipping Point, from Getinge's warehouse, with freight prepaid and added to the invoice. Getinge will select the method of shipment and carrier to be used. For Products that require Getinge design and installation services, Getinge agrees to promptly deliver Products ordered directly by Customer and shall direct its invoices to the ordering organization in accordance with this Agreement. Title shall pass to Customer upon shipment, Getinge agrees to work with Customer to expedite Product replacement and file insurance claims if Product is lost or damaged during shipment.

Within seven (7) calendar days after receipt of a purchase order from Customer, Getinge will provide the estimated lead time from the date of such purchase or lease order until delivery of the Product at the Buyer's location.

7) Product Warranty. Getinge's Standard Warranty Policy shall apply to all Product purchases. Getinge's Standard Warranty Policy is available at: [Getinge USA Sales, LLC Standard Warranty Policy](#)

8) Indemnification.

a) General Indemnity. Unless prohibited by state law, each party shall, at its expense, indemnify, hold harmless and, at the other party's request, defend the other party and its directors, officers, employees and agents, from and against all losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arising out of any third-party claims related to the indemnifying party's performance under this Agreement to the extent caused by any grossly negligent act or omission or willful misconduct of the indemnifying party, or its employees or agents, that contributes to: (i) any personal injury, sickness, disease, or death; (ii) any damage to, or destruction of, property of the indemnified party; or (iii) the indemnifying party's violation of any statute, ordinance, or regulation.

b) Infringement Indemnity. Unless prohibited by state law, Getinge shall indemnify and hold harmless Customer and its directors, officers, employees, and agents, from and against all losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal

Getinge USA Sales, LLC Terms and Conditions

costs) arising out of any third-party claims brought against Customer that the Products infringe any U.S. patent or copyright of such third-party. The foregoing indemnity shall not apply to the extent such alleged or actual infringement arises as a result of modifications of the Products made by Customer or any of its directors, officers, employees, or agents, or the Products' use with any items not sold by Getinge.

c) Indemnity Procedure. The indemnifying party shall defend, at its expense, any such third-party claims provided that: (i) the indemnified party gives the indemnifying party prompt notice in writing of the third-party claims and permits the indemnifying party, through counsel of its choice, to answer and defend such claims; and (ii) provides all needed information, assistance, and authority, at the indemnifying party's expense, to enable them to defend such claims. The indemnifying party shall not be responsible for payment of any amounts under any settlement made without its prior written consent. In settling any claims hereunder, neither party shall be entitled to admit any liability on behalf of the other party.

d) Limitations of Indemnities. Notwithstanding the foregoing, neither party shall have any indemnification obligation to the other, to the extent: (i) the Products are used in a manner inconsistent with their instructions for use, Product labeling, or other Product documentation, including the use of the Products with any attachments, systems, or devices not identified in the instructions for use as compatible; (ii) any modifications of the Products made by Customer or any third-party, or (iii) the losses, costs, liabilities, or expenses (including reasonable attorneys' fees and legal costs) arose as a result of the indemnified party's gross negligence or willful misconduct.

9) Insurance. Getinge and Customer each agree to maintain the following insurance coverages with licensed insurers with a minimum A.M. Best rating of "A" with the following minimum limits: (a) Commercial general liability, including products liability and completed operations coverage, with a least \$1,000,000 each occurrence and \$3,000,000 general aggregate; (b) Automobile liability coverage for all owned, non-owned, and hired vehicles, with at least \$1,000,000 each occurrence; and, (c) Workers compensation insurance in amounts that satisfy applicable statutory limits. Upon request, Getinge shall provide to Customer a certificate or other evidence of insurance in form and amounts in compliance with this section.

10) LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY COMMERCIAL LOSSES, LOSS OF REVENUES OR PROFITS, LOSS OF GOOD WILL, INCONVENIENCE, OR EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR TORT, WHETHER FROM BREACH OF THIS AGREEMENT OR DEFECTIVE PRODUCTS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR CLAIMS FOR INDEMNIFICATION, THE MAXIMUM LIABILITY OF EITHER PARTY FOR ANY BREACH OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GETINGE FOR PRODUCTS SOLD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11) Confidential Information. Each party agrees to keep confidential any non-public information of the other party received in any form, including without limitation, these Terms and Conditions, any Product instructions for use or documentation, and any line-item Product pricing and discounts.

Getinge USA Sales, LLC Terms and Conditions



Each party will treat confidential information with the same degree of care as it keeps its own confidential information, but in no event with less than reasonable care. Each party may share the confidential information with its employees, representatives, and advisors, subject to the same restrictions set forth herein. If the disclosure of the other party's confidential information is required by law, the party required to make such disclosure shall provide sufficient notice to the other party to allow such party time to take legal or other action to prevent or obtain confidential treatment of such disclosure. The Product line-item pricing offered by Getinge is a trade secret likely to cause Getinge substantial competitive harm if disclosed and is exempt from freedom of information act disclosure on this basis, provided, however, that the total price paid under such transaction may be disclosed.

12) Discount Disclosure. The prices for the Products may reflect discounts, rebates, or other reductions in price. Customer agrees to appropriately report and reflect the net price of purchased Products, inclusive of all discounts, rebates, and reductions in price, on cost reports or claims submitted to third-party payors, including federal and state healthcare programs, in accordance with Section 1128B(b)(3)(A) of the Social Security Act, 42 C.F.R. §1001.952(h), and 42 U.S.C. §1320a-7b(b)(3)(A), and other applicable laws and regulations, as amended. Customer shall retain these Terms and Conditions, applicable price quotations, and related documentation identifying Product discounts, rebates, and reductions in price, and make such information available to federal and state healthcare programs upon request. Customer may request additional information and documentation from Getinge to facilitate its reporting obligations.

13) Fraud and Abuse. Getinge and Customer intend and acknowledge that no part of this transaction, nor any payment made hereunder, is in exchange for any explicit or implicit agreement or understanding that Customer refer, prescribe, recommend, use, or purchase any products of Getinge, and that the prices for the Products purchased hereunder represents the fair market value thereof, and have not been determined in any manner that takes into account the volume or value of any referrals or business between Getinge and Customer.

14) Debarment. Each party represents and warrants that neither it, nor any of its affiliates, employees, agents, or representatives ("Representatives") performing under these Terms and Conditions are or have, within the past five (5) years, been debarred or excluded from participation in any federal or state healthcare programs. Each party will promptly notify the other in the event of any actual or threatened debarment of any party or its Representatives. Either party may terminate any pending transactions made pursuant to these Terms and Conditions upon receiving such notice.

15) Books and Records. Getinge agrees that, until the expiration of four (4) years after the furnishing of any services pursuant to these Terms and Conditions, it will make available upon written request of the Secretary of Health and Human Services or the Controller General of the United States or any of their duly authorized representatives, copies of these Terms and Conditions and any other data of Getinge necessary to certify the nature and extend of costs incurred by Customer for purchases.

16) Force Majeure. Neither party shall be liable for any delay or failure of performance if and to the extent such delay or failure is caused, directly or indirectly, by circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, including without limitation acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, flood, the elements, epidemics or pandemics, strikes, labor disputes, shortages of fuel, power, suitable parts, materials, labor or transportation, government or regulatory restrictions or

Getinge USA Sales, LLC Terms and Conditions



regulations, provided that the non- performing party uses its commercially reasonable efforts to overcome the same.

17) Remedies. The rights and remedies of each party provided under these Terms and Conditions are cumulative and not exclusive. Such rights and remedies are in addition to any other rights and remedies provided at law or in equity.

18) Independent Contractors. The relationship of the parties is that of independent contractors. Neither party shall be considered a partner, agent, or employee of the other. Neither party has any express or implied right to assume or create any obligation on behalf of, or in the name of, the other party or to bind the other party to any contract, agreement or undertaking with any third party, and no conduct of a party shall be deemed to imply such right.

19) Assignment. Neither party shall assign their rights and obligations under this transaction to any third- party, except to a whollyowned subsidiary, without the prior written consent of the other party. Any permitted assignee shall assume in writing all obligations of the assigning party as set forth hereunder.

20) Entire Agreement. These Terms and Conditions and the applicable Getinge price quotation or proposal contains the entire agreement between the parties with respect to this transaction, and supersedes all previous agreements, negotiations, discussions, writings, understandings, and commitments related thereto. Any modification to these Terms and Conditions or the applicable Getinge price quotation or proposal must be in writing and signed by each party's authorized representative.

21) Governing Law. These Terms and Conditions shall be governed by the laws of the State of New York, United States, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

22) Arbitration. Getinge and Customer agree that all disputes arising out of these Terms and Conditions will be resolved by a single binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and will be conducted exclusively in New York and governed by New York laws.

23) Notice. Any notices required or permitted under these Terms and Conditions shall be in writing and will be sent by recognized national or international overnight courier or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address set forth in the Purchase Order. Notices will be deemed to be duly given: (a) when delivered by hand; (b) two days after deposit with a recognized national or international courier; or (c) on the delivery date indicated in the return receipt for registered or certified mail. A party may change its contact information immediately upon written notice to the other party in accordance with this section.

24) Waiver. Any waiver of any rights or obligations under these Terms and Conditions must be mutually agreed upon in writing and signed by an authorized representative of each party. No act or omission, including delivery or payment for a Product, shall constitute a waiver of any right or obligation hereunder.

25) Severability. If any provision of the Terms and Conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

26) Survival. All provisions of these Terms and Conditions that by their nature should survive the performance of the transactions made hereunder shall do so, subject to the limitations contained herein

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

SUBJECT: Proposed retroactive Special Price Agreement with Teleflex LLC

Recommended Action: Approve; Authorize Chief Executive Officer to sign

Summary:

Kern Medical requests your Board approve the proposed retroactive Special Pricing Agreement with Teleflex LLC, for purchase of an EZ Blocker Kit in an amount not to exceed \$60,000. This device provides ability to test lung inflation during surgery. Kern Medical requests approval of this Agreement as it is the preference of physicians. The Agreement is retroactive as engagement with the vendor could not be completed in time for the July Agenda. This Agreement was listed on the July retroactive list. The Agreement is effective July 23, 2026 through May 31, 2027.

Counsel is unable to approve the terms because they are the unmodified terms of the vendor. The nonstandard terms include governing law of Pennsylvania and limitation on liability among other nonstandard terms. Despite attempts counsel was unable to get the vendor to engage in negotiations.

Therefore, it is recommended that your Board approve the proposed retroactive Special Pricing Agreement with Teleflex LLC, for purchase of EZ Blocker Kits, effective from July 23, 2026 through May 31, 2027, with a not to exceed amount of \$60,000, plus tax and shipping, and authorize the Chief Executive Officer to sign.



Kern Medical Center
PO Box 3519
BAKERSFIELD CA 93306-4018
USA

Special Price Agreement

Contract No. 50358916
Account No. 0001280242
Kern Medical Center

Page
1 of 2

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates
Direct / Rebate	New		05/29/2026	05/29/2026-05/31/2027
Teleflex LLC is pleased to offer this special pricing agreement for our mutual customer indicated above and, if applicable, the customers on the attached membership list. This agreed to pricing is available for the facilities listed. All rebate claims against this agreement must be filed with Teleflex LLC no later than ninety (90) days after the invoiced date to the customer. Please note the expiration date listed on this agreement when processing rebates. Teleflex LLC reserves the right to adjust this pricing at any time, including, but not limited to, if Teleflex LLC enters into an agreement that includes the products identified herein with a group purchasing organization in which you are participating. Typographical errors are subject to correction. All purchases are subject to Teleflex LLC's Standard Terms and Conditions of Sale -Products (https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html), which are incorporated herein by reference and shall take precedence over any different, additional or conflicting terms set forth in any customer purchase order or other document presented in connection with the purchase of products hereunder.				
Additional Comments				
Material	Brand	Material Description	Units	SUoM Qty/SUoM Price Valid From Valid To
MG-02770-002	Rusch	EZ-BLOCKER KIT	1 BX	5EA/BX 985.00 05/29/2026 05/31/2027
REVIEWED ONLY NOT APPROVED AS TO FORM By: <u>Phillip Jenkins</u> Kern County Hospital Authority KERN COUNTY HOSPITAL AUTHORITY By: <u>Scott Thygerson</u> Chief Executive Officer Date: <u>7/23/2026</u>				



AMN
SPRINT
HUDSON RICH
TMA
Pilling
RUSCH
USCULPT
WEICK

Special Price Agreement

Contract No. 50358916
Account No. 0001280242
Kern Medical Center

Page
2 of 2

Kern Medical Center
PO Box 3519
BAKERSFIELD CA 93306-4018
USA

Contract Type	Notification Type	Replacement for	Printed on	Contract Dates
Direct / Rebate	New		05/29/2026	05/29/2026-05/31/2027
Teleflex LLC is pleased to offer this special pricing agreement for our mutual customer indicated above and, if applicable, the customers on the attached membership list. This agreed to pricing is available for the facilities listed. All rebate claims against this agreement must be filed with Teleflex LLC no later than ninety (90) days after the invoiced date to the customer. Please note the expiration date listed on this agreement when processing rebates. Teleflex LLC reserves the right to adjust this pricing at any time, including, but not limited to, if Teleflex LLC enters into an agreement that includes the products identified herein with a group purchasing organization in which you are participating. Typographical errors are subject to correction. All purchases are subject to Teleflex LLC's Standard Terms and Conditions of Sale -Products (https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html), which are incorporated herein by reference and shall take precedence over any different, additional or conflicting terms set forth in any customer purchase order or other document presented in connection with the purchase of products hereunder.				
Additional Comments				
Customer No.	Customer Name	Customer Address	Valid From	Valid To
1280242	Kern Medical Center	PO Box 3519 / Bakersfield CA 93306-4018	05/29/2026	05/31/2027

Teleflex LLC
3015 Carrington Mill Blvd Morrisville, NC 27560
Tel: (919) 544-8000 Fax: (919) 433-4995 Email: contractservices@teleflex.com www.teleflex.com



Teleflex LLC
3015 Carrington Mill Blvd. Morrisville, NC 27560
Phone: 866.246.0090
cs@teleflex.com

United States

Standard Terms and Conditions of Sale – Products

These standard terms and conditions of sale ("Terms") apply to all orders received from and all sales made to customer ("Customer") by Teleflex LLC ("Teleflex"), a Teleflex Incorporated company, for products ("Products"). Teleflex's offer to sell Products to Customer, and Teleflex's acknowledgment of any purchase order or other Customer document ("Order") is hereby expressly limited to and conditioned on Customer's acceptance of these Terms. The applicability of terms contained in Customer's Order is limited to the identification and the quantity of Products ordered. Teleflex objects to and rejects all other Customer terms, in any form, that are different from or additional to these Terms, except that if a written contract is already in effect between Teleflex and Customer for purchase of the ordered Products, the terms of that contract will prevail to the extent that those terms are inconsistent with these Terms. Teleflex reserves the right to change these Terms at any time without notice. Any Orders placed after these Terms are changed will be subject to the amended Terms.

1. **Credit Terms.** If Customer qualifies, Teleflex may extend credit to Customer after approval of credit application, in which case Customer shall pay for Products in full based on the payment terms specified in Teleflex's invoice. If at any time Customer's financial condition becomes unsatisfactory to Teleflex, in Teleflex's sole discretion, or if Customer fails to make any payment when due, in addition to any other rights Teleflex may have, Teleflex may defer or decline to make any shipments hereunder or may condition any such shipments on receipt of satisfactory security or cash payments in advance.
2. **Orders.** Order quantities must meet stated minimums for Products. Orders received with a value of less than \$250.00 will be subject to a handling charge of \$25.00. All Orders are subject to acceptance by Teleflex, which may be in writing or electronic record delivered to Customer or by shipping Products. Teleflex may accept any Order in whole or in part, and Teleflex's shipment of less than all Products ordered will constitute acceptance of the Order only as to those Products shipped. Customer may cancel a pending Order, in whole or in part, for Products (other than special order, private label or otherwise custom Products) only by written notice to Teleflex Customer Service prior to Teleflex processing the Order. Any request to cancel an Order after processing is subject to Teleflex's written approval, and Teleflex reserves the right to charge a restocking fee with respect thereto.
3. **Taxes.** Prices do not include any applicable taxes, tariffs, duties, fees, or charges of any type imposed by any governmental authority, whether federal, state, local or foreign, in connection with the Order. If applicable, a separate charge for any such taxes, tariffs, duties, fees or charges will be shown on Teleflex's invoice, and Customer is responsible for, and agrees to, their payment in full (unless when the Order is submitted Customer provides Teleflex with an exemption certificate or other documents satisfactory to Teleflex and acceptable to taxing or custom authorities). Customer shall reimburse Teleflex the amount of any such taxes, tariffs, duties, fees or charges that Teleflex is required to prepay.
4. **Delivery and Risk of Loss; Security Interest.** Except as otherwise expressly stated herein, all deliveries will be F.O.B. Teleflex's shipping point, and will be packed in Teleflex's standard commercial shipping packages. Title and risk of loss or damage will pass to Customer when Teleflex has delivered the Products to the carrier for shipment to Customer. Customer hereby grants to Teleflex, and its successors and assigns, a security interest in all Products until all amounts due or to become due under these Terms have been paid, and agrees, without further consideration, to execute and deliver all documents reasonably requested by Teleflex to perfect its security interest.
5. **Shipping.** All applicable shipping charges are the responsibility of Customer and will be prepaid by Teleflex and invoiced to Customer or paid directly by Customer. Shipping and delivery dates are estimates only. Teleflex reserves the right to fill Orders with multiple shipments. Products may be placed on backorder at Teleflex's sole discretion, and if Product availability is limited for any reason, Teleflex may fill orders or otherwise allocate Products in any manner it deems appropriate. Under no circumstances will Teleflex be liable for failure to deliver or for Customer's failure to receive Products by a certain date. Orders with requested shipment directly to a patient, temporary/mobile site or residential address will not be filled.
 - **Standard Freight Terms.** Teleflex will ship all Products via preferred standard ground service carriers with charges prepaid and invoiced to Customer and subject to the terms and conditions of Teleflex's Value Ship Program, available at www.teleflex.com/usa/services/value-ship/, unless Customer elects Collect terms in accordance with the procedures stated in the following paragraph. Customer is responsible for all applicable freight upgrades, including but not limited to any special level of service, handling or packaging, expedited freight charges, liftgate service and special delivery appointments, requested by Customer.
 - **Third-Party Freight Programs.** To opt out of Teleflex's Value Ship Program and participate in a third-party freight program, in which case applicable freight charges will be billed to Customer's designated third-party freight collect account, Customer must submit a written request of its election to Teleflex at cs@teleflex.com no later than 10 calendar days before expected implementation of the change. All election requests must include designation of a qualified carrier,

applicable billing information and a collect account number for each applicable Customer facility, and any other applicable special instructions for the third-party freight program. Following Teleflex's approval of the election request, Customer's account will be changed to Collect, and shipments will be subject to the fees and charges imposed by the designated carrier. Notwithstanding the foregoing, Teleflex reserves the right to change the terms applicable to Collect shipments to Prepaid and Add (using the list rates from the carrier selected by Teleflex at the time of shipment) if any applicable shipment is not collected within 24 hours of contacting Customer's designated carrier for pickup or that carrier fails to provide sufficient capacity for Customer's order volume or the requisite transportation equipment (i.e., trailers, cargo containers). Teleflex will not be liable for any disputed freight incorrectly charged if Customer fails to comply with the requirements stated herein.

- **Expedited Orders.** Expedited Orders are only processed when specifically requested by Customer at the time of ordering. Requests for expedited parcel Orders must be received by Teleflex before 2pm eastern time, and include the exact level of service requested (e.g., Second Day, Overnight, Overnight Early AM) and a valid address to which the designated carrier delivers. Expedited Orders are not eligible for free freight of any type, and Customer is responsible for all freight charges as prepaid and added to Teleflex's invoice, or through provision of a third-party collect account number. Teleflex assumes no liability for the reliability or outcome of requests for expedited Orders.

6. **Acceptance and Returns.** Customer shall inspect Products promptly upon their receipt. Any damage should be noted on the freight bill and reported to the carrier. Unless Customer notifies Teleflex Customer Service in writing within 10 calendar days after receipt of the Products of shipping discrepancies or that the Products are upon inspection non-conforming or defective, describing the alleged non-conformance or defect in reasonable detail, Customer will be deemed to have accepted the Products. Products delivered and accepted under these Terms are not returnable except in accordance with Teleflex's Return Goods Policy, available at www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/.
7. **Payment Terms.** Customer shall pay the amount stated on Teleflex's invoice within 30 calendar days from the invoice date unless otherwise expressly stated in these Terms. All amounts payable under these Terms are denominated in the currency invoiced unless expressly agreed otherwise by Teleflex in writing. Customer shall promptly notify Teleflex Customer Service at cs@teleflex.com in writing of any disputed invoice, and shall not make any discounts or setoffs against any invoices unless approved in advance by Teleflex. Any invoiced amount not paid when due may, in Teleflex's sole discretion, bear interest at the rate of 1.5% per month or the highest rate then permitted by law, whichever is less, until paid in full. Teleflex reserves the right to exercise any of its lawful remedies if Customer fails to make payments when due, and Customer shall promptly reimburse Teleflex for all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Teleflex in collecting sums due it under these Terms. Customer will be subject to a fee of \$50.00 for any checks returned unpaid to Teleflex for any reason.
8. **Force Majeure.** Each of Teleflex and Customer will be excused from any default in its obligations under these Terms, other than the payment of money due, resulting from any act or event beyond its reasonable control, including but not limited to acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, pandemic, epidemic, governmental action, inability to obtain raw materials, labor, component products or transportation, failure of normal sources of supply, or any similar or different contingency that would make performance or timely performance commercially impracticable. The party relying on any of these acts or events of force majeure shall notify the other thereof promptly after it becomes known to that party. If any of these acts or events of force majeure exceed 60 calendar days, then either party may, as its sole remedy, cancel outstanding Orders to the extent not previously fulfilled by notifying the other party in writing. Neither party will be liable for damages resulting from such cancellation.
9. **Limited Warranty.** Unless a more specific limited warranty is expressly granted in the Instructions For Use, or Operating Manual if applicable, published by Teleflex for the Product ("Product Documentation") (in which case such warranty governs), Teleflex warrants that, subject to the exceptions stated herein, each Product will substantially conform to the published specifications contained in the Product Documentation and will be free from defects in materials and workmanship, from the date of purchase until the expiration date printed on the Product's packaging or, if no such expiration date applies, for one year from the date of purchase (as applicable, the "Warranty Period"). The foregoing warranty will be void and of no effect if the Product is: (a) stored, installed, maintained, operated or used in any manner inconsistent with the Product Documentation, (b) subjected to abuse, misuse, neglect, mishandling, accident or unusual physical or environmental (including but not limited to thermal or electrical) stress; or (c) repaired, altered or modified other than by Teleflex authorized service personnel.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY STATED HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

TELEFLEX'S SOLE OBLIGATION AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTY IS, AT TELEFLEX'S OPTION, TO REPAIR OR REPLACE THE NON-CONFORMING OR DEFECTIVE PRODUCT OR TO CREDIT TO CUSTOMER'S ACCOUNT THE PURCHASE PRICE PAID BY CUSTOMER FOR THE NON-CONFORMING OR DEFECTIVE PRODUCT. All claims for breach of the foregoing warranty shall be made by Customer, by contacting Teleflex Customer Service in accordance with Teleflex's Return Goods Policy, available at www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/, to obtain a return goods authorization, within the applicable Warranty Period and no later than 60 calendar days after discovery of the alleged non-conformance or defect in the Product. Unless otherwise directed in writing by Teleflex, within 60 calendar days after receiving a return goods authorization, Customer shall package the allegedly non-conforming or defective Product in its original shipping carton, or a functional equivalent, and ship it to Teleflex for inspection and verification of the alleged non-conformance or defect. Teleflex shall reimburse Customer for its reasonable documented shipping costs of returning the Product, and assume the risk of loss or damage to such returned Product while in transit, after verification by Teleflex of the alleged non-conformance or defect. If no breach of the foregoing warranty is discovered by Teleflex upon receipt of the returned Product, to the extent practicable the Product will be returned to Customer at Customer's expense, and Customer shall reimburse Teleflex for its shipping costs. All warranty claims not made in compliance with this section shall be deemed to have been waived.

PRODUCTS PURCHASED FROM OTHER THAN TELEFLEX OR ITS LIMITED AUTHORIZED DISTRIBUTION NETWORK, SUCH AS THROUGH BROKERS, INDEPENDENT DISTRIBUTORS OR ONLINE MARKETPLACES (SOMETIMES REFERRED TO AS THE "GRAY MARKET"), MAY BE COUNTERFEIT, MODIFIED, BEYOND TELEFLEX'S RECOMMENDED SHELF LIFE, OR IMPROPERLY STORED OR HANDLED. TELEFLEX DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY COVERAGE OR CUSTOMER SUPPORT FOR SUCH PRODUCTS PURCHASED FROM ANY SOURCE EXCEPT TELEFLEX OR ITS AUTHORIZED DISTRIBUTORS.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, (A) TELEFLEX'S LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY CLAIM(S) RESULTING OR ARISING FROM OR RELATING TO THESE TERMS, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, AND EVEN IF CUSTOMER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, WILL IN NO EVENT EXCEED IN THE AGGREGATE THE TOTAL PURCHASE PRICE RECEIVED BY TELEFLEX FOR THE PRODUCTS ORDERED BY CUSTOMER, AND (B) TELEFLEX SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, FOR ANY LOST PROFITS OR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF TELEFLEX HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
11. **Unauthorized Distribution; Import/Export; Export Control.** Unless authorized by Teleflex in writing in advance, Customer shall not resell or distribute Products outside the country to which Teleflex ships Customer's Order. The sale of Products in violation of this section voids Teleflex warranties to the extent permitted by applicable law. If Customer is outside the United States and approved by Teleflex to import Products at the final intended destination, then Customer will be responsible for obtaining all required import licenses and making proper customs entry for the Products. For routed export shipments out of the United States, Customer is responsible for meeting applicable United States export regulations and declarations. Customer shall not re-export any Products from the destination country. Customer further acknowledges that the Products and any related software and technical information provided under these Terms are subject to U.S. and other export laws and regulations. Customer shall not export, re-export, transfer or transmit the Products, or any such software or technical information, except in compliance with all such laws and regulations. At Teleflex's request, Customer shall sign written assurances and other export-related documents as may be required for Teleflex to comply with export laws and regulations.
12. **Intellectual Property Ownership.** Subject to any license necessary for Customer's use of a Product that incorporates software, no transfer of any right, interest, ownership or any intellectual property will occur under these Terms. Teleflex or, if applicable, Teleflex's licensor retains all interest to software, modifications, improvements, upgrades, derivative works and all other intellectual property rights in connection with the software incorporated in or used by the Products. Customer will have no right to or interest in any Teleflex intellectual property, including but not limited to copyrights, trade secrets, know how, patents, websites, internet domain name registrations, trademarks or trade names, applied for, owned, used or claimed now or in the future by Teleflex, its affiliates or licensors.
13. **Safe Medical Device Act.** If Customer files with the U.S. Food and Drug Administration ("FDA") an FDA Form 3500A or a similar form of medical device report under the federal Safe Medical Device Act, regarding the Products or any part of the Products, then Customer shall simultaneously furnish to Teleflex a copy of the form or report. Customer shall maintain adequate tracking for the Products to enable Teleflex to meet the FDA requirements applicable to tracking of medical devices. If Teleflex recalls the Products or any part of the Products, Customer shall cooperate fully with Teleflex in implementing the recall, including but not limited to by returning the Products to Teleflex to the extent that Teleflex requests.
14. **Fraud and Abuse.** Each party represents that it has never been debarred, excluded or suspended by the Office of Inspector General of the Department of Health and Human Services; otherwise deemed ineligible to participate in federal healthcare or

procurement programs, or to the extent applicable, state healthcare or procurement programs; or convicted of a criminal offense regarding health care reimbursement.

15. **Discount Reporting Obligations.** If the pricing offered to Customer hereunder constitutes "a discount or other reduction in price" for purposes of the federal Anti-Kickback Statute ("AKS") discount exception (42 U.S.C. §1320a-7b(b)(3)(A)) and the AKS discount safe harbor (42 C.F.R. §1001.952(h)), Customer shall disclose the discount or reduction in price to the full extent required under any state or federal program that provides cost or charge-based reimbursement to Customer for Products. Customer may also be required, upon request, to provide documentation of the discount or other reduction in price to the Secretary of the Department of Health and Human Services and/or state agencies. Customer shall make written request to Teleflex if Customer requires additional information from Teleflex to meet its reporting requirements.
16. **Access to Books and Records.** Until the expiration of four years after the furnishing of services under these Terms, Teleflex shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, these Terms and such books, documents and records of Teleflex as are necessary to certify the nature and extent of the costs under these Terms. If Teleflex carries out any of its duties under these Terms through a subcontract, for the value or cost of \$10,000 or more over a 12-month period, the subcontract must contain a clause placing the same duty on the subcontractor as these Terms place on Teleflex. If applicable law or regulations are effectively amended to increase or decrease the annual amount necessary to require this clause, the amount stated herein will be amended accordingly. Notwithstanding the presence of this section in these Terms, this section only applies if the actual dollar amount paid during any 12-month period equals or exceeds the government threshold amount.
17. **Confidentiality.** Teleflex may disclose confidential information to Customer, including but not limited to invoice terms, Product pricing and new product introductions. Customer shall not use, publish or disclose, or cause anyone else to use, publish or disclose, such confidential information without Teleflex's prior written consent, except information subject to legal process or if Customer can demonstrate the information was already known to, independently developed by, or publicly available to Customer prior to Teleflex's disclosure, or as otherwise permitted by these Terms. If disclosure is required by law, Customer agrees to provide prompt notice to Teleflex before any disclosure.
18. **Applicable Law and Venue.** These Terms and the transactions contemplated hereby are governed by, and to be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of any Products hereunder. Any legal action relating to the Products shall be commenced and maintained exclusively before the Pennsylvania state court of record in Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. By purchasing the Products, Customer hereby submits to the jurisdiction of those courts and waives any right to challenge or otherwise raise questions of personal jurisdiction or venue in any action commenced or maintained therein. Each party hereby waives any right to jury trial in connection with any legal action in any way arising out of or related to these Terms.
19. **Assignment; No Third-Party Beneficiaries.** Customer shall not transfer or assign these Terms or any interest herein, by operation of law or otherwise, without Teleflex's prior written consent. Any attempted transfer or assignment without such consent will be void. Teleflex may assign its rights and delegate its duties under these Terms. The rights and remedies conferred under these Terms apply only to Teleflex and Customer, and are not to be construed to inure to the benefit of or to provide any right of action to any other person or entity, including but not limited to any patient or third-party payor.
20. **Miscellaneous.** These Terms contain the entire agreement, and supersede any prior written or oral agreements or understandings, between Teleflex and Customer regarding the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of these Terms. No failure by Teleflex to insist on strict performance of any of term or condition hereof will constitute a waiver of such term or condition or any breach thereof, nor will such failure in any way affect Teleflex's legal remedies regarding any default by Customer hereunder. No addition to or waiver, modification or cancellation of any provision of these Terms will be binding upon Teleflex unless in writing and signed by a duly authorized representative of Teleflex. If any provision of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will, to the extent permitted by law, not in any way be affected or impaired thereby.

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

August 19, 2026

Subject: Proposed policy of the Medical Staff of Kern Medical Center titled Proctoring Requirements

Recommended Action: Approve

Summary:

The Medical Staff of Kern Medical Center requests your Board approve of a new medical staff policy titled Proctoring Requirements. The medical executive committee reviewed and provisionally approved policy on August 4, 2026.

The purpose of this policy is to ensure all practitioners complete a period of evaluation and proctoring to determine continued eligibility for clinical privileges. The proposed policy mirrors the credentialing requirements outlined in the Medical Staff Bylaws, and applies to all new applicants, temporary members, and medical staff members requesting modification of their current privileges. The Medical Executive Committee felt it necessary to restate the credentialing requirements in the form of a policy, in order to enhance compliance with the Bylaws.

Pursuant to Article XV, Section 15.2, following provisional approval by the medical executive committee, the policy was sent to the medical staff for review and comment over the required seven (7) day comment period which ended on August 12, 2026. No written opposition to the policy was expressed during the comment period.

Therefore, it is recommended that your Board approve the policy.

**KERN MEDICAL CENTER
MEDICAL STAFF
Policy and Procedure
Proctoring Requirements**

Approvals:

Credentials Committee: July 29, 2026
Medical Executive Committee: August 4, 2026
Board of Governors: August 19, 2026
Review Date: August 2028

- I. **PURPOSE:** The purpose of this policy is to ensure all practitioners complete a period of evaluation and proctoring to determine continued eligibility for clinical privileges.

- II. **POLICY:** It is the policy of the Medical Staff of Kern Medical Center to monitor and provide quality of care to all patients. To achieve this mission, the Bylaws of the Medical Staff require that all new applicants, temporary members, and members requesting modification of their current privileges be observed for a specified period of time and number of cases in order to evaluate their clinical competence, judgment, skills, ethics, and adherence to the established Bylaws, Rules, and Regulations.

III. **PROCEDURE:**

In order to properly evaluate the qualifications of new applicants requesting medical privileges, applicants requesting additional privileges, and to ensure that medical procedures performed are of the highest quality, the medical staff has established a proctoring policy which has been recommended by the medical executive committee for approval by the medical staff and board of governors.

A. **PHYSICIANS UNDERGOING PROCTORING INCLUDE**

- 1. New medical staff members granted clinical privileges;
- 2. Staff applicants or physicians seeking “temporary” privileges;
- 3. Medical staff members applying for new or additional clinical privileges;

B. **INITIAL APPOINTMENTS**

- 1. All practitioners initially granted membership to the medical staff shall complete a period of evaluation and proctoring to determine continued eligibility for clinical privileges. This may include direct observation of the practitioner’s performance and/or chart review.

2. Each practitioner shall be assigned to a department where the practitioner's performance shall be evaluated and proctored by the chair of the department or designee during the practitioner's provisional status period.

3. To the extent possible, procedures proctored will be the initial procedures performed by the practitioner. All procedures need not be proctored, but a sample reflective of the complexity of the clinical privileges granted will be selected.

4. The exercise of clinical privileges in any other department shall be subject to the same evaluation and proctoring requirements.

5. If there is no member of the medical staff credentialed in the specialty of or the procedure being performed by the practitioner, proctoring will occur as follows: (i) a practitioner known by a medical executive committee member to be proficient in that procedure may be given temporary privileges to serve as a proctor for the practitioner; (ii) proctoring information may be obtained from another hospital if performed within the last twelve (12) months and the practitioner remains in good standing at that institution; or (iii) information about the practitioner's general performance may be obtained from other concurrent or retrospective observers who have knowledge of the case.

6. Cases may be prospectively and/or retrospectively reviewed and sent to an established and respected specialist in the field during the practitioner's provisional period. The information obtained by this review will be evaluated by the department chair and sent to the credentials committee for review prior to the end of the six (6) month provisional period. Cases in which there is questionable performance will be referred for external review if members of the medical staff in the same specialty are unavailable to perform the review.

7. A practitioner shall remain subject to evaluation and proctoring until the practitioner has furnished the following to the credentials committee:

a. A report, signed by the chair of the assigned department, describing the types and numbers of cases which were evaluated, the procedures proctored, and an evaluation of the practitioner's performance, a statement that the practitioner meets all of the qualifications, has discharged all of the responsibilities, and has not exceeded or abused the prerogatives of the category to which membership was granted; and

b. A report, signed by the chair of the other departments in which the practitioner seeks clinical privileges, describing the types and number of procedures proctored, an evaluation of the practitioner's performance and a statement that the practitioner has satisfactorily demonstrated the ability to exercise the clinical privileges initially granted.

C. REQUEST FOR ADDITIONAL CLINICAL PRIVILEGES

When recommended by the medical executive committee and approved by the board, members who request and are granted additional clinical privileges may be required to complete a period of proctoring in accordance with the provisions outlined in Section 7.8.1 of the Bylaws.

D. TERM OF EVALUATION AND PROCTORING

1. The term of evaluation and proctoring for initial appointment shall extend for a period up to six (6) months and for a minimum of six (6) cases. The number of cases evaluated and proctored for additional clinical privileges shall be as required by privileging criteria established by the department and approved by the medical executive committee and the board.

2. Any department may establish, subject to the approval of the medical executive committee and the board, a policy of evaluation and proctoring which establishes a longer period of time and/or a greater number of cases, and/or a specific number of cases applicable to particular clinical privileges, whenever such requirements are appropriate in view of the clinical privileges that are involved.

3. If a practitioner new to the medical staff fails to have any patient activity at the medical center within a period of twenty-four (24) months, his or her clinical privileges shall automatically expire and the practitioner will be transferred to the Associate Staff category (i.e., membership on the medical staff with no clinical privileges).

4. If a medical staff member requesting additional clinical privileges fails to complete proctoring requirements within a period of twelve (12) months, the additional clinical privileges shall automatically expire.

5. The medical executive committee shall give the practitioner written notice that his or her clinical privileges have expired because he or she failed to satisfactorily complete proctoring requirements or has had no clinical activity. In such circumstances, the affected practitioner shall have no right to request a hearing pursuant to Article XIII of the Bylaws and shall not be entitled to the hearing, review and appeal rights set forth in Article XIII unless the practitioner's failure to complete the proctoring requirement was the result of a medical disciplinary cause or reason.

BOARD OF GOVERNORS
REPORT ON UPCOMING ANTICIPATED RETROACTIVE AGREEMENTS
August 19, 2026

Agreement	Description
DE Lage Landen Public Finance LLC	Amendment of Lease-Purchase Agreement could not be completed in time for the August Board.
KernBHRS	Negotiations are ongoing and could not be completed in time for the August Board.

BOARD OF GOVERNORS
REPORT ON UPCOMING ANTICIPATED RETROACTIVE AGREEMENTS
August 19, 2026

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DE Lage Landen Public Finance LLC	Amendment of Lease-Purchase Agreement could not be completed in time for the August Board.
KernBHRS	Negotiations are ongoing and could not be completed in time for the August Board.
GSG Capital Financing Agreement	Finance agreement related to the purchase of the new MRI machine. Agreement has not been received from vendor. Anticipate a need to execute before the next available Board meeting.
Hologic, Inc.	Purchase agreement for test kits with non-standard terms. Agreement was not finalized in time for August Board. However, supplies needed immediately.

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Report on referral to staff from July 15, 2026 regarding monitoring costs and the return on investment related to the Electronic Health Record

Recommended Action: Receive and File

Summary:

On July 15, 2026, your Board made a referral to staff for information regarding how staff will monitor the costs associated with the new agreement with Cerner/Oracle for continued support of the Electronic Health Record (EHR). Your Board expressed concern that the new agreement does not encompass the entirety of the costs associated with the continued use of the EHR.

In response to this referral, Kern Medical's Information Systems Department will present an EHR value proposition and investment review that provides an overview of the current Cerner/Oracle EHR investment through to the term of the recently approved agreement. The report summarizes the total cost of ownership, compares Kern Medical's EHR investment to national healthcare industry benchmarks, and highlights the operational and financial value the Oracle Health platform has provided to the organization. The report will also outline governance strategies that will be used to monitor future investments, measure returns on the investment, and support continued fiscal responsibility regarding the continued use of Oracle Health as Kern Medical's EHR provider.



ELECTRONIC HEALTH RECORD COST AND INVESTMENT REVIEW

August 19, 2026

A Phased Enterprise Rollout, Not a Single 2019 Project

The term referenced throughout this analysis — from contract origin to the extended end date



The \$75M Is a Full-Term Platform Cost.

What changed, in one view — detail follows on the next two pages

Contracted at Signing
(capital + operating est.)

\$35M

administration-stated total project cost

Actual, Full Contract Term
(2016–2027, current run-rate)

\$75M

clinical EHR + revenue cycle + Peoplesoft,
combined

Annualized Run Rate

\$6.25M/yr

= 1.0% of FY2025 total revenue; 1.9% of
net patient revenue

The Overrun Was Primarily in Operating Costs

Capital vs. operating spend, as contracted at signing vs. actual over the full term

	AT SIGNING	ACTUAL, FULL TERM	CHANGE
Capital (implementation, equipment, licenses)	\$18.7M	\$29.0M	+55%
Operating (hosting, support, subscriptions, required upgrades)	\$15.3M	\$46.0M	+201%
Total Cost of Ownership	\$34.0M	\$75.0M	+121%

Cost Increases of This Kind Occurred Across the Industry

National benchmark context, then Kern vs. peers on a like-for-like basis

THE NATIONAL PRECEDENT

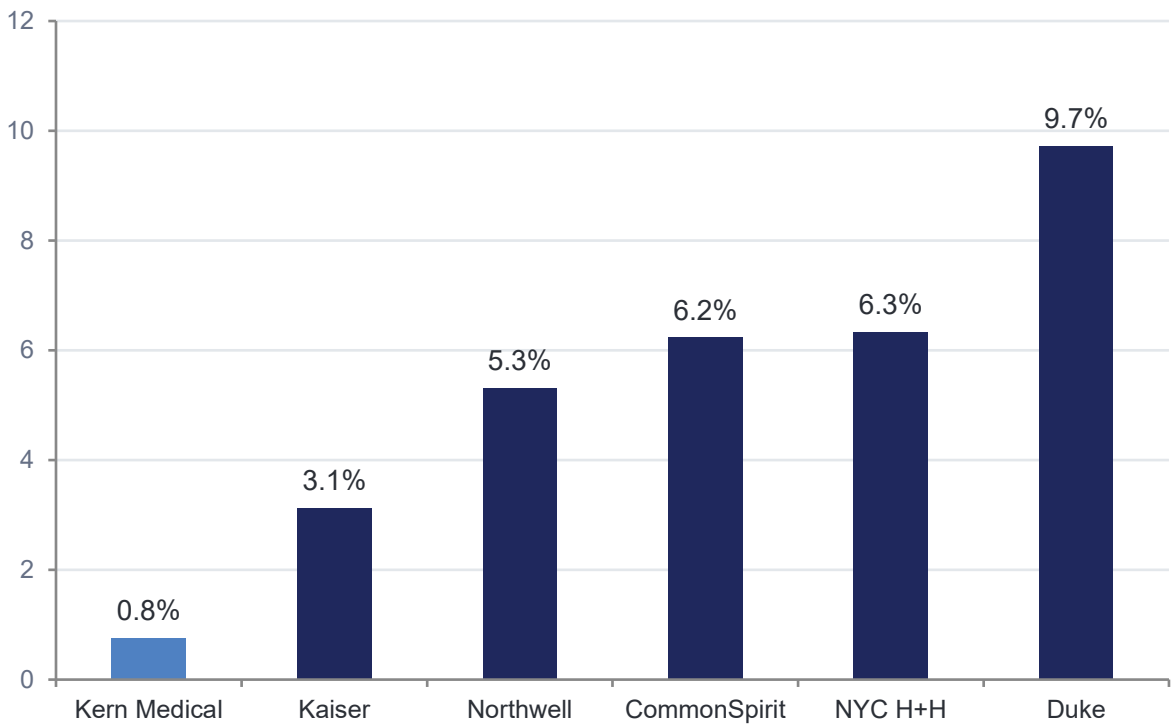
Kaiser / Epic EHR Implementation

\$1B → \$4B

4x increase over original contract — Becker's Hospital Review, 2026. Kern's 2.1x.

Deloitte and Becker's both attribute most EHR overruns to underestimated post-go-live operating and support costs — precisely the pattern in Kern's cost bridge on the prior page.

Implementation Cost as % of Annual Revenue



Implementation-only cost as % of one year's revenue (Becker's Health IT basis). Kern's full-term, all-in figure — three systems, the full 2016–2027 term — is ~1.9% of FY2025 net patient revenue, a broader scope than peers' single-system figures.

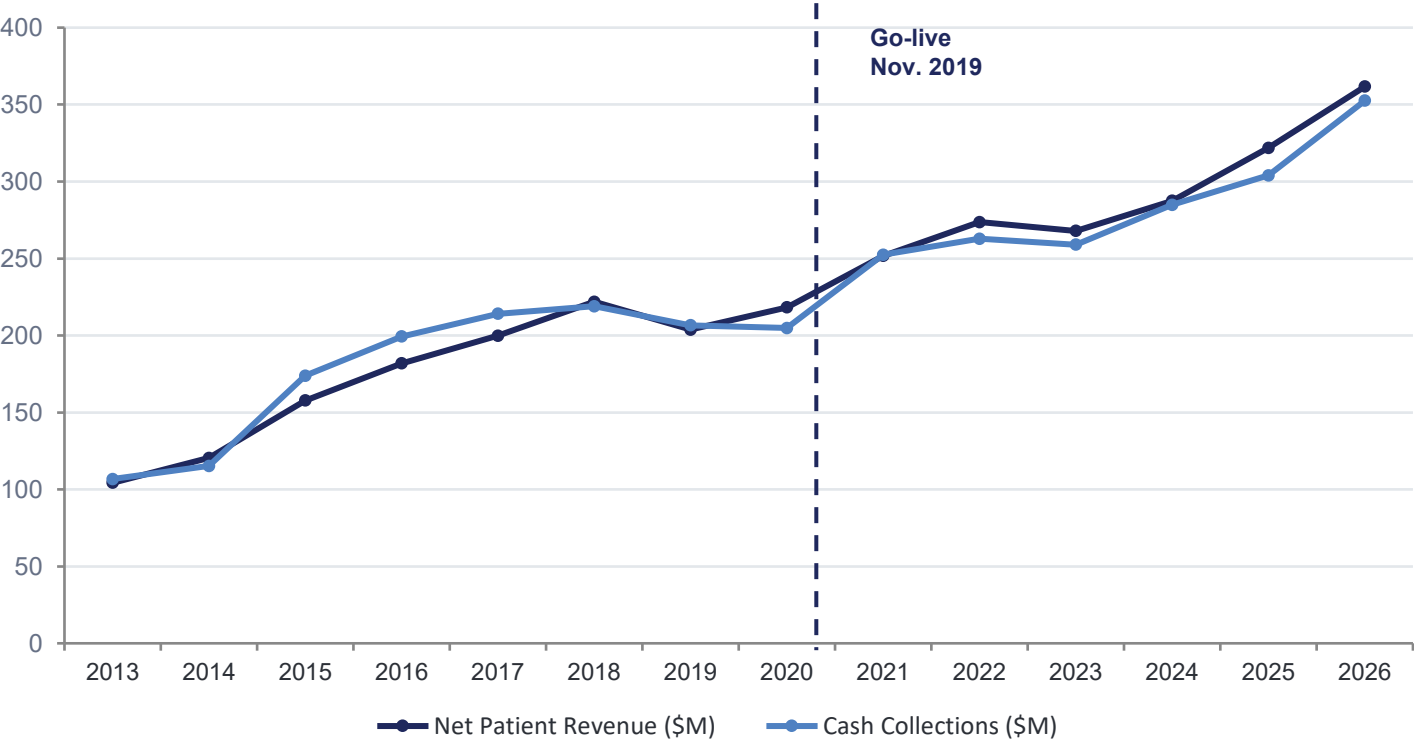
The Platform Also Supported Growth In What We Deliver

Operational volume, FY2019 (go-live) vs. FY2025 (audited)



Revenue and Collections Grew Faster Than Patient Volume

FY2019 (go-live) to FY2025 (audited); context, not a causal claim



+58%

Net patient revenue,
FY19→FY25

+47%

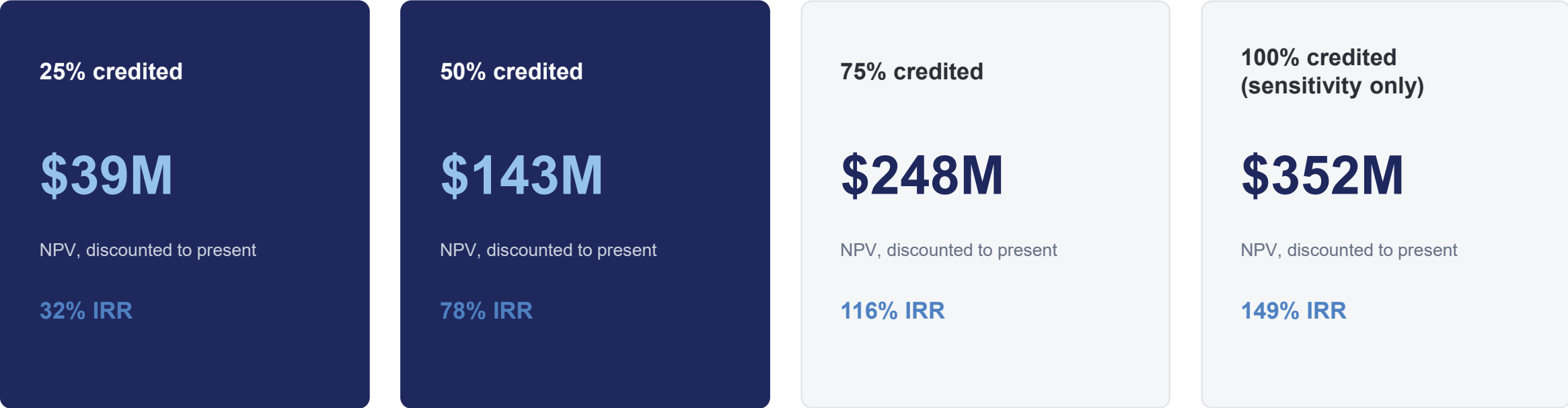
Cash collections, FY19→FY25

+4%

Adjusted admissions,
FY19→FY25

Even at Conservative Attribution, the Return Is Strongly Positive

NPV at a 6% discount rate, by share of the net patient revenue gain credited to the EHR



Summary: Higher costs than planned, but enabled Kern Medical’s growth in revenue and services

\$35M→\$75M

total cost growth, driven primarily by operating costs

1.0%

of FY2025 total revenue, annualized

\$39M–\$143M

conservative NPV range even crediting the EHR with just 25–50% of the revenue gain

+58%

net patient revenue growth since go-live, audited through FY2025

GOING FORWARD: GUARDRAILS FOR THE NEXT TERM

- Scope Change Discipline Every scope addition returns as its own itemized, capped Board action — never a blanket increase
- Annual affordability metric Annual cost-to-revenue reporting
- Measured ROI Monitoring Tie projects to measured ROI and KPI dashboard monitored by the Steering Committee and Executive Team
- Revenue-cycle KPI dashboard A revenue-cycle KPI dashboard (denial rate, charge lag, net collection rate) to track value going forward
- Review of Usage Yearly review of actual usage of applications and early termination of applications that are no longer used or applicable to needs of Kern Medical

BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

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

Recommended Action: Receive and File

Summary:

Kern Medical Operations:

Kern Medical key performance indicators:

- Operating gain of \$15,457,652 for June is \$15,252,491 more than the June budget of \$201,161 and \$12,509,916 more than the \$2,947,736 average over the last three months. Increase in operating gain for June due to year-end true-up entries for indigent funding programs, accounts receivable, and a favorable year-end pension adjustment.
- EBIDA of \$16,924,633 for June is \$15,074,424 more than the June budget of \$1,850,209 and \$12,269,827 more than the \$4,654,806 average over the last three months
- Average Daily Census of 176 for June is 6 more than the June budget of 170 and 2 the 174 average over the last three months
- Admissions of 912 for June are 83 more than the June budget of 829 and 13 less than the 925 average over the last three months
- Total Surgeries of 553 for June are 22 less than the June budget of 575 and 1 more than the 552 average over the last three months
- Clinic Visits of 24,417 for June are 4,419 more than the June budget of 19,998 and 848 more than the 23,569 average over the last three months

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

Patient Revenue:

Gross patient revenue has a 15% favorable budget variance for the month and a 6% 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 has realized strong patient census levels and consistently high gross patient revenue throughout FY 2026.

Indigent and Correctional Medicine Funding Revenue:

Indigent funding has a favorable budget variance for the month due to the relief of FY 2011 waiver program reserves. On a year-to-date basis the budget variance is unfavorable due to a conservative approach to recognizing indigent funding revenue. Throughout FY 2026, 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

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A Designated Public Hospital

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Enhanced Payment Program (EPP), and the Quality Incentive Program (QIP).

Other Operating Revenue:

Other operating revenue is over budget for the month and under budget 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 7% over budget for the month and 3% under budget on a year-to-date basis.

Benefits Expense:

Benefits expense is 22% under budget for the month due to year-end adjustments for pension expense. Benefits expense is 6% under budget on a year-to-date basis.

Nurse Registry Expense:

Nurse registry expense is 12% under budget for the month and 18% 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 20% over budget for the month and 20% over budget on a year-to-date basis. The unfavorable variance is due to higher-than-average fees paid to the Hayes Locums physician staffing agency.

Other Professional Fees:

Other professional fees are 27% over budget for the month due to higher-than-average consulting expenses for the month. Other professional fees are 14% over budget on a year-to-date basis. The unfavorable year-to-date variance is due to higher-than-average legal fees and an under accrual in prior months for Oracle EHR costs.

Supplies Expense:

Supplies expense is 34% over budget for the month and 2% over budget on a year-to-date basis due to higher-than-average pharmaceuticals costs and medical supplies costs.

Purchased Services:

Purchased services are 16% over budget for the month and 7% over budget on a year-to-date basis due to higher-than-expected software maintenance costs and ambulance fees.

Other Expenses:

Other expenses are 55% over budget for the month and 9% over budget on a year-to-date basis. The unfavorable variance is due to higher-than-average expenses for repairs and maintenance, insurance expenses, utilities, dues and subscriptions, and outside training expenses.

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.

Depreciation and Amortization Expense:

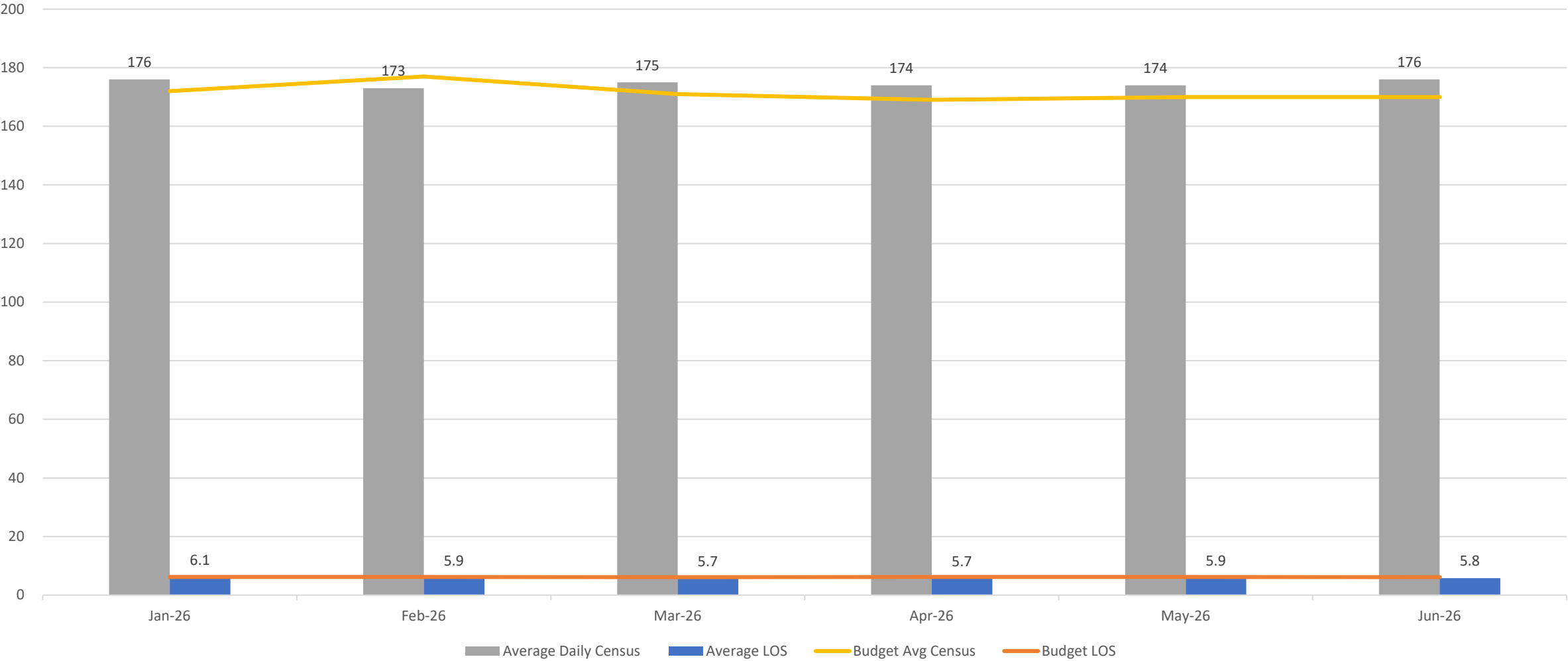
Depreciation expense is 18% under budget for the month due to a year-to-date adjustment. Depreciation expense is 3% over budget on a year-to-date basis due to various equipment put in-service during FY 2026. Amortization is 2% over budget for the month but 1% under budget on a year-to-date basis. The year-to-date variance is 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

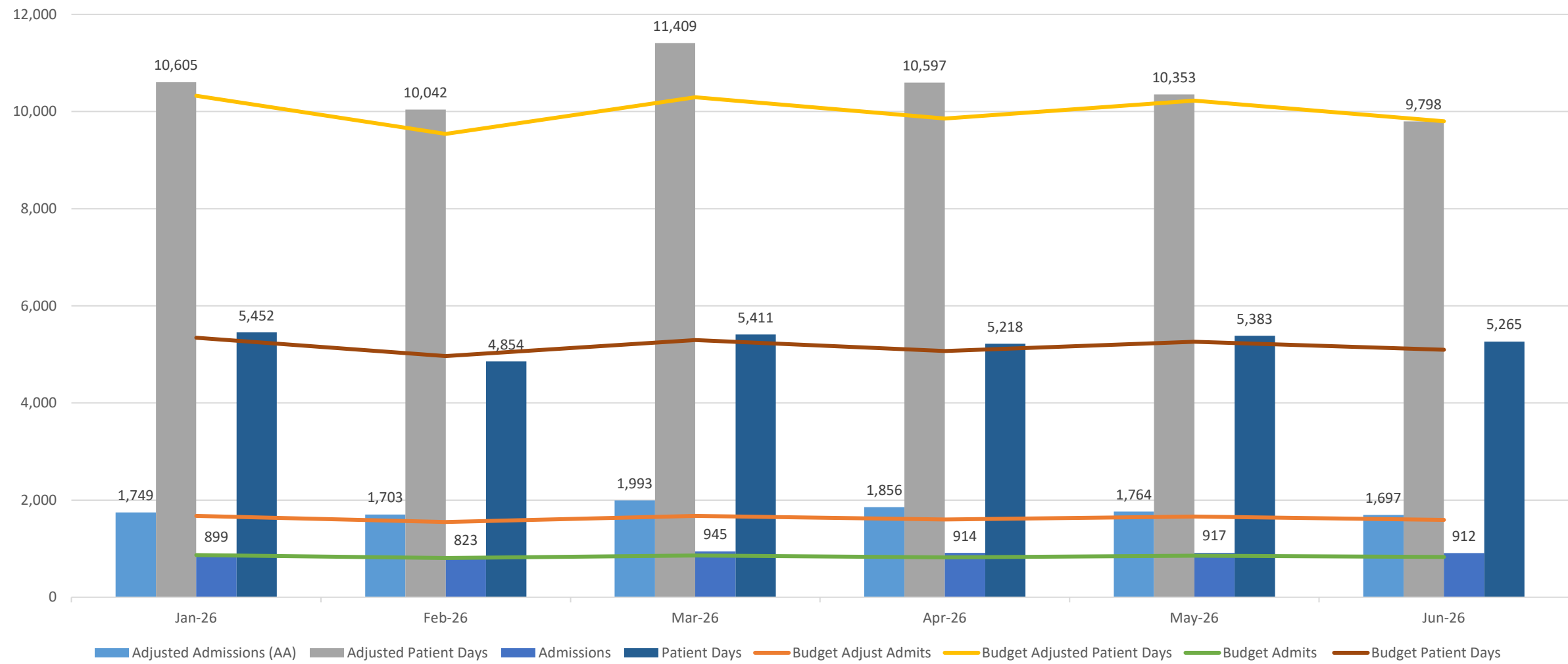
Kern Medical – June 2026

Census & ALOS

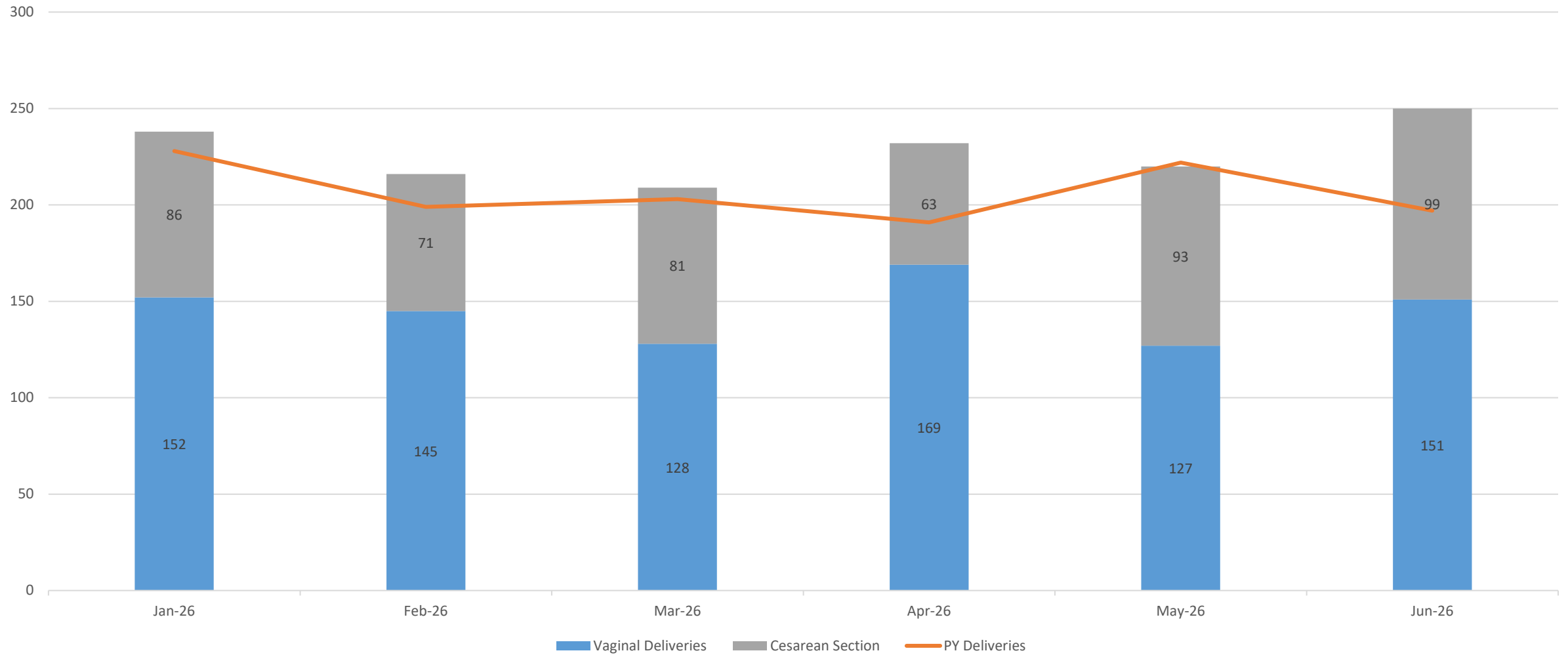


Slide 2

Hospital Volumes

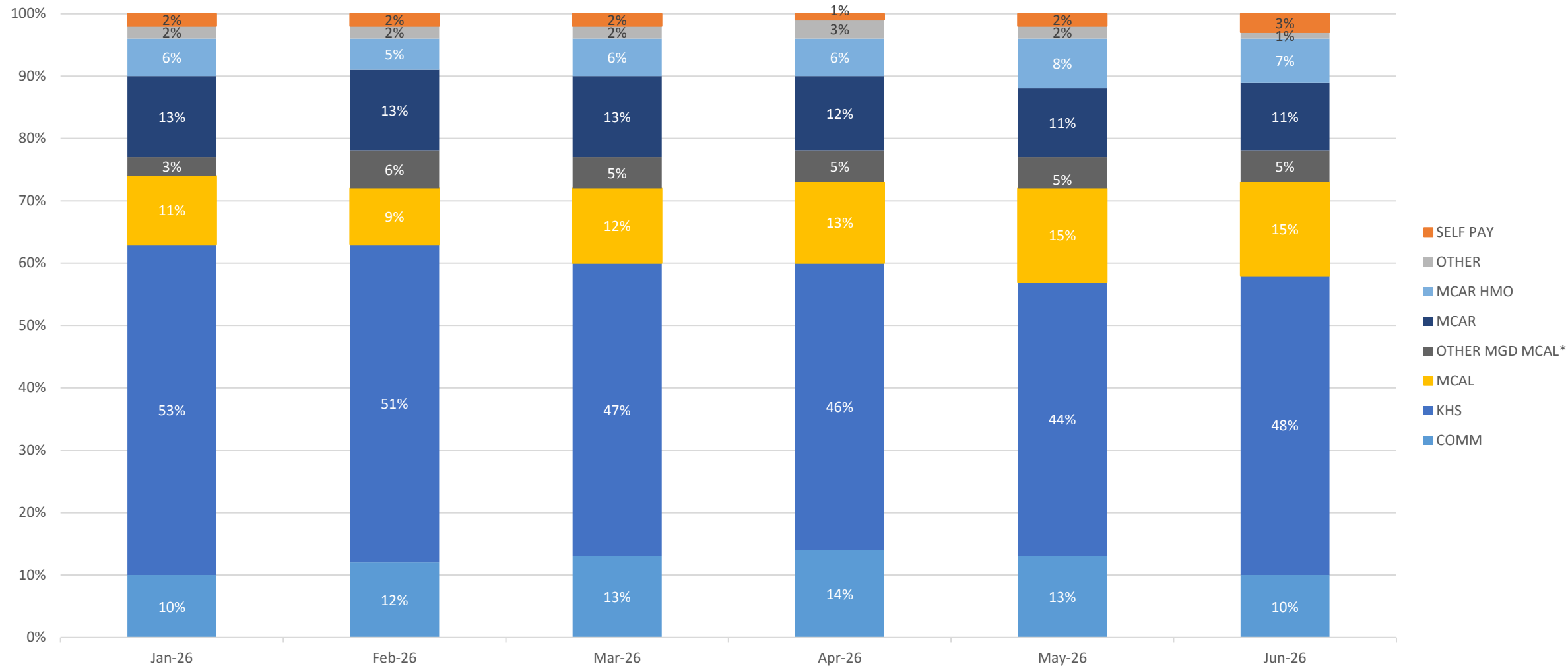


Deliveries

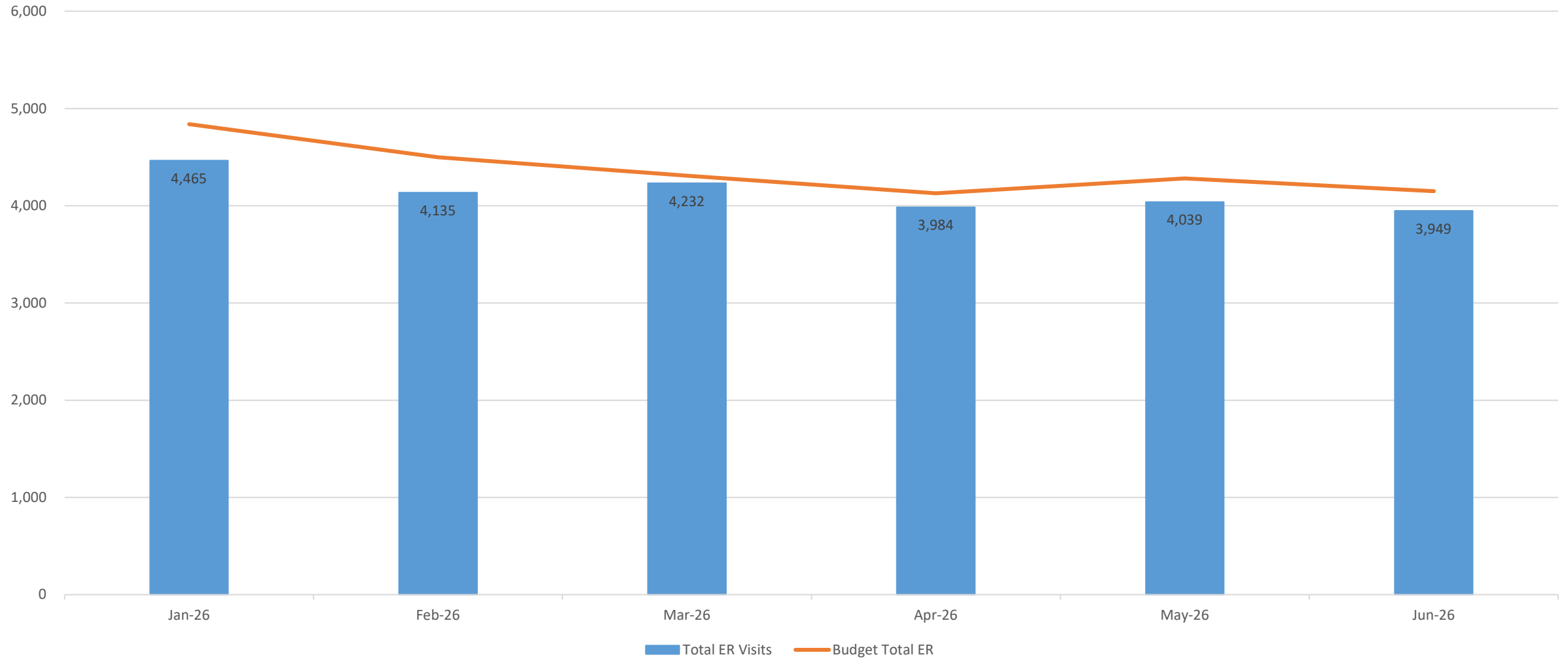


Slide 4

PAYER MIX

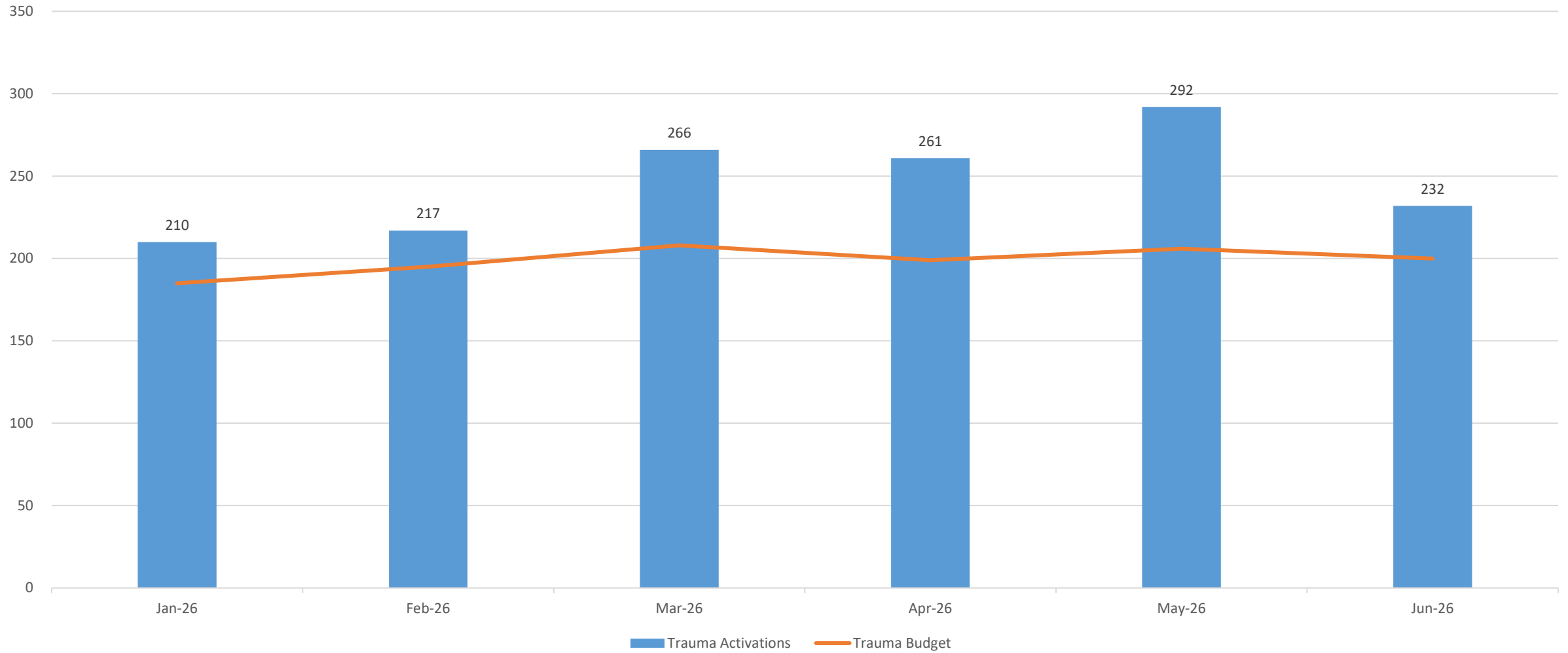


Emergency Room Volume



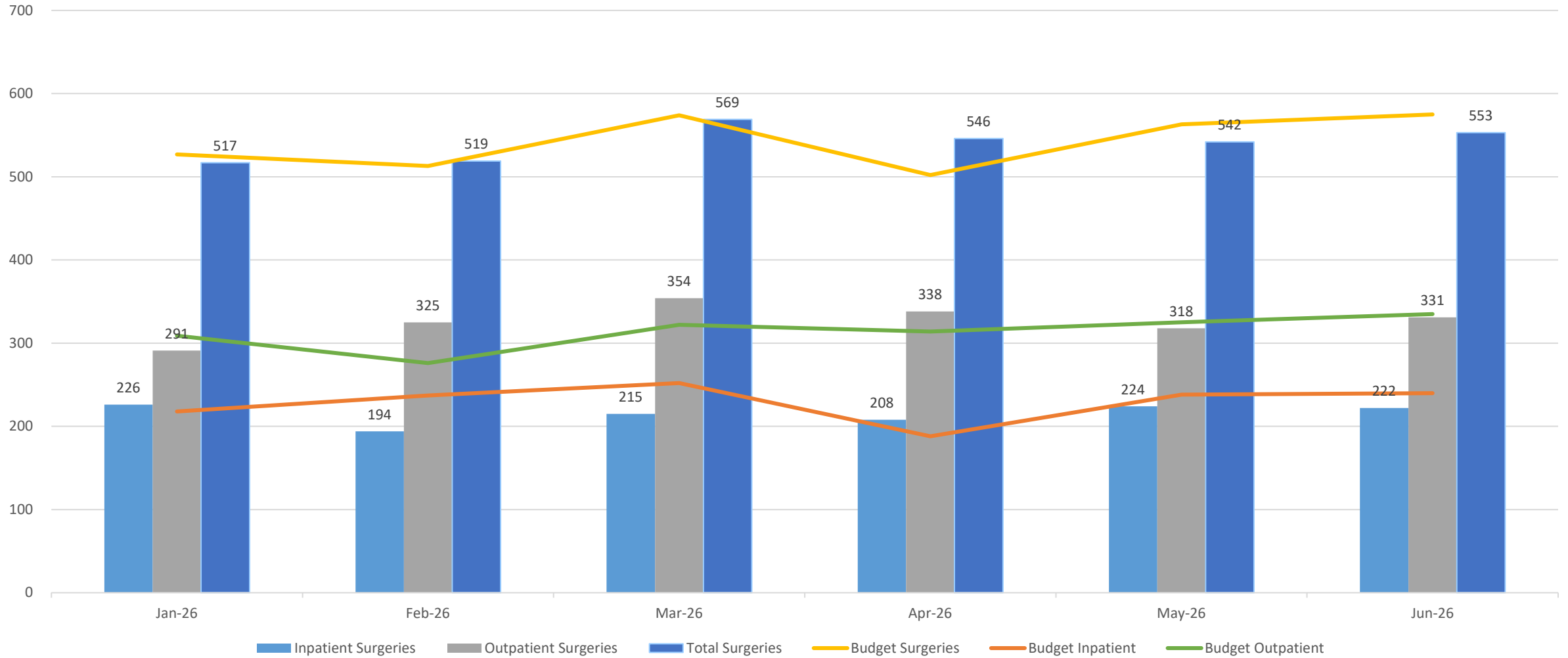
Slide 6

Trauma Activations



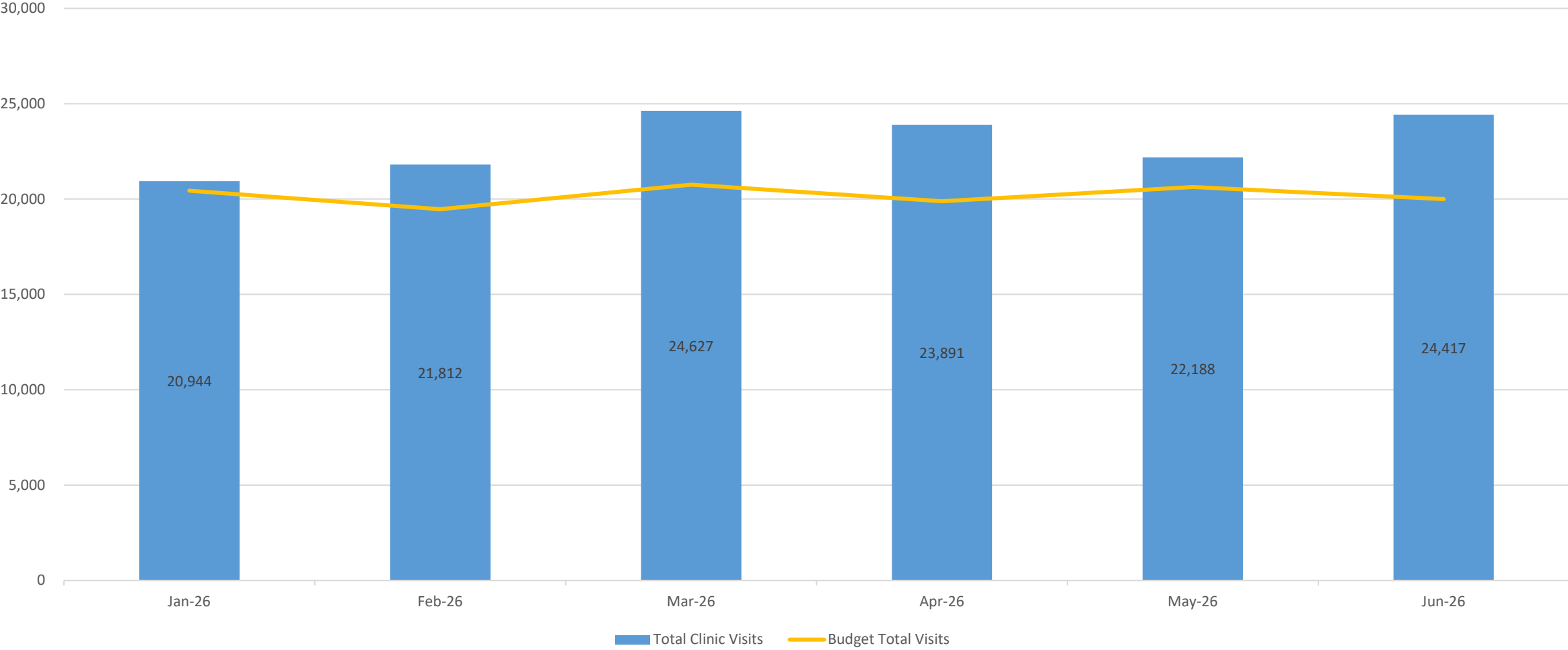
Slide 7

Surgical Volume

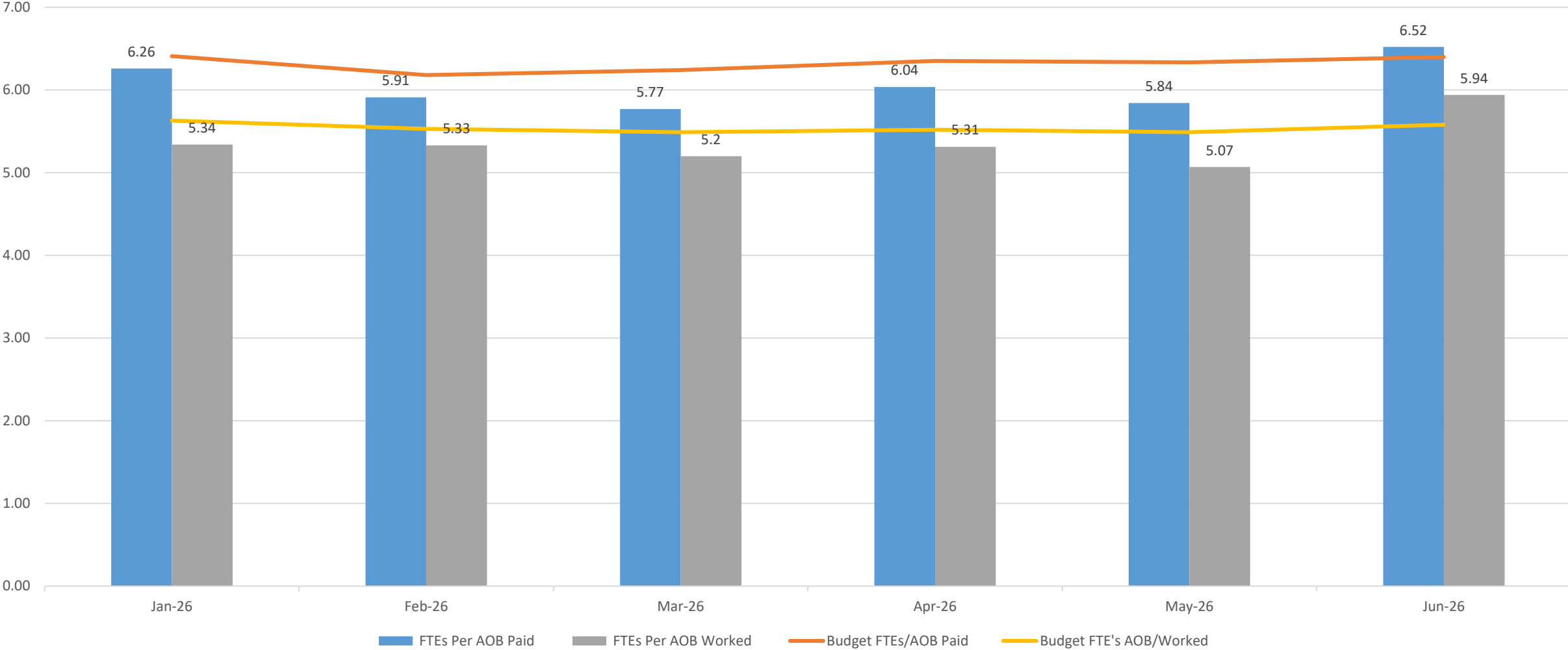


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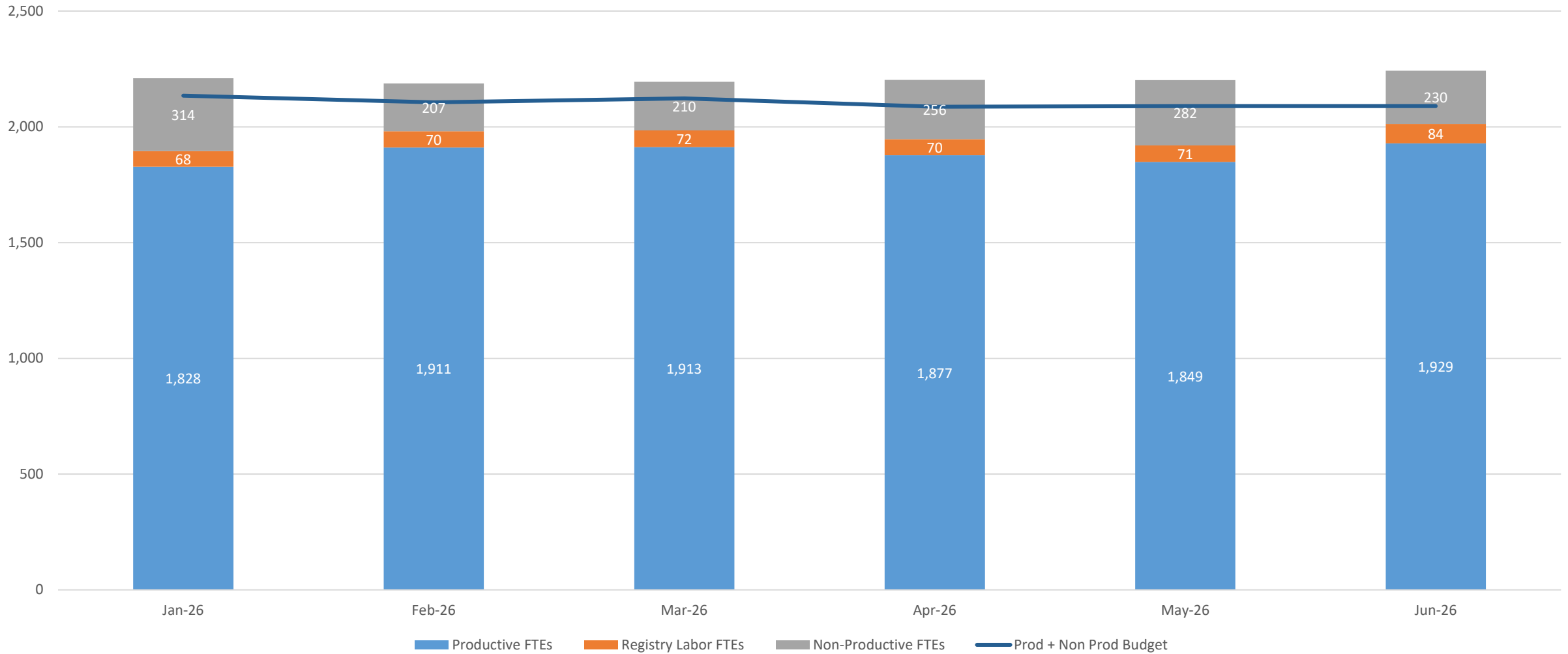
Clinic Visits



Labor Metrics

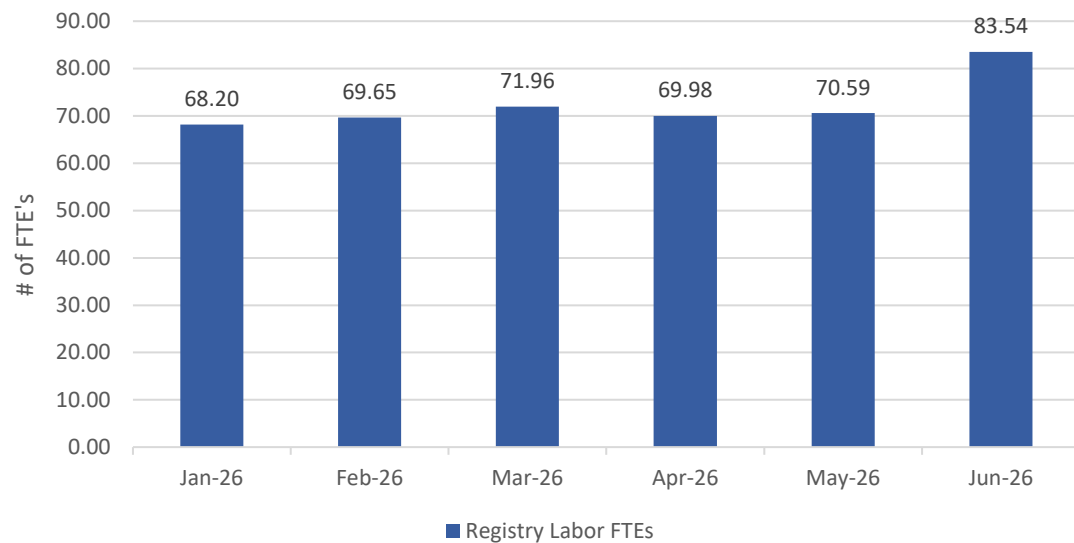


Productivity

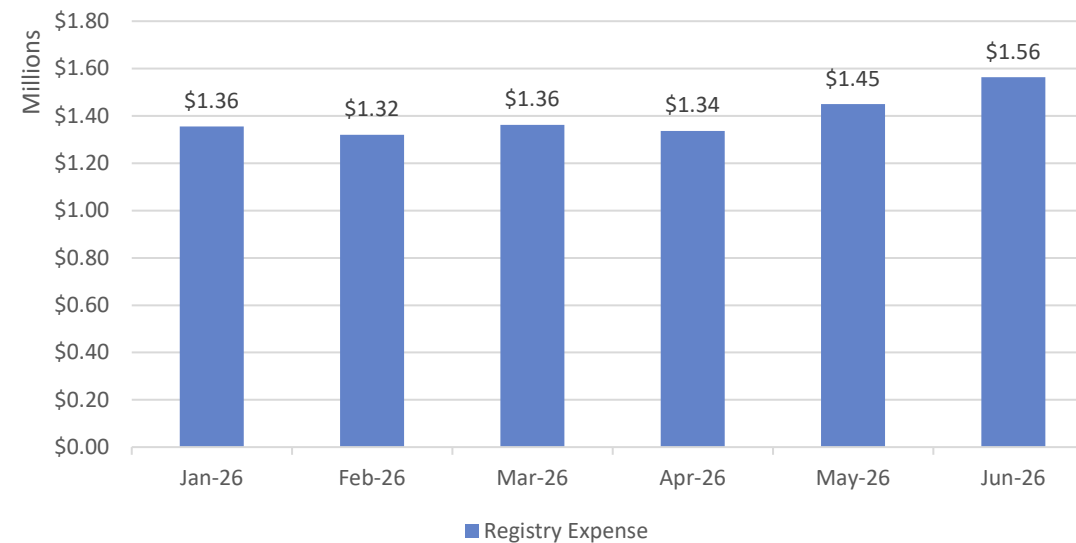


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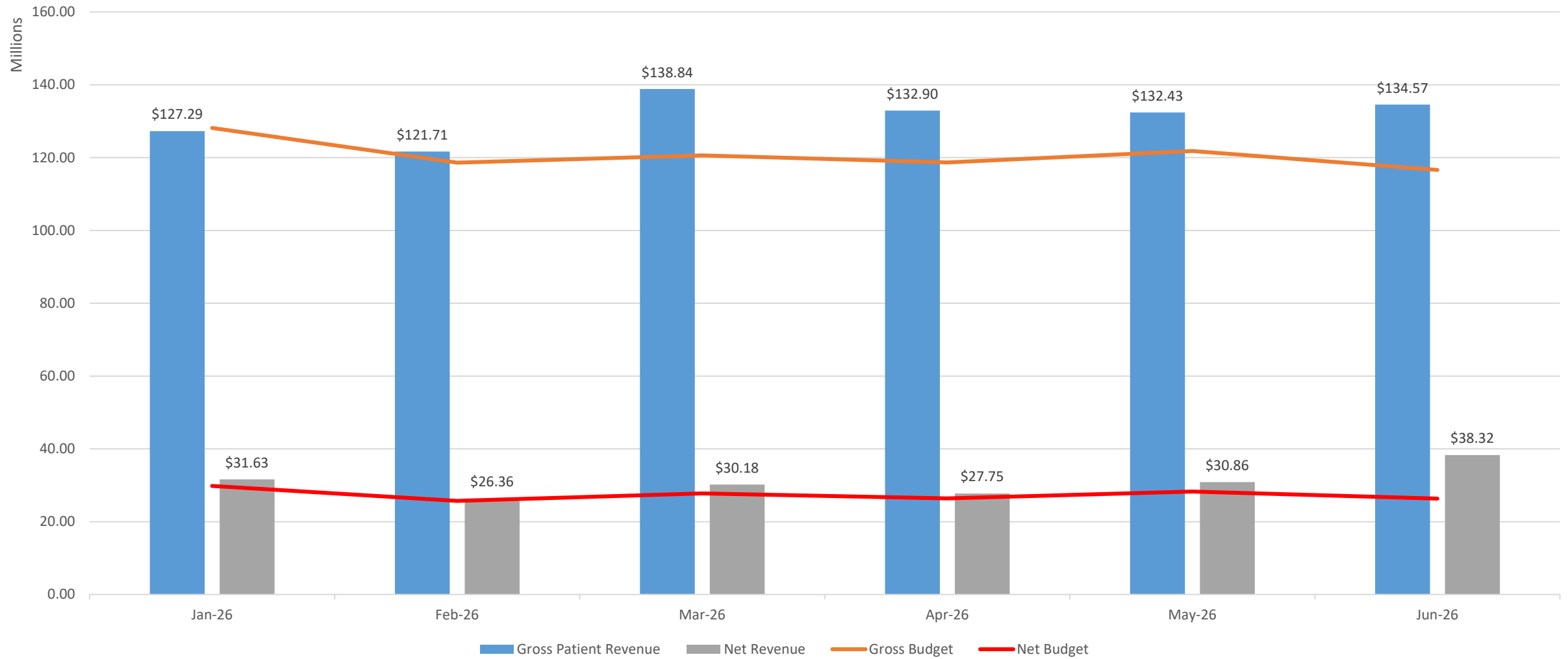
Registry FTE's



Registry Expense

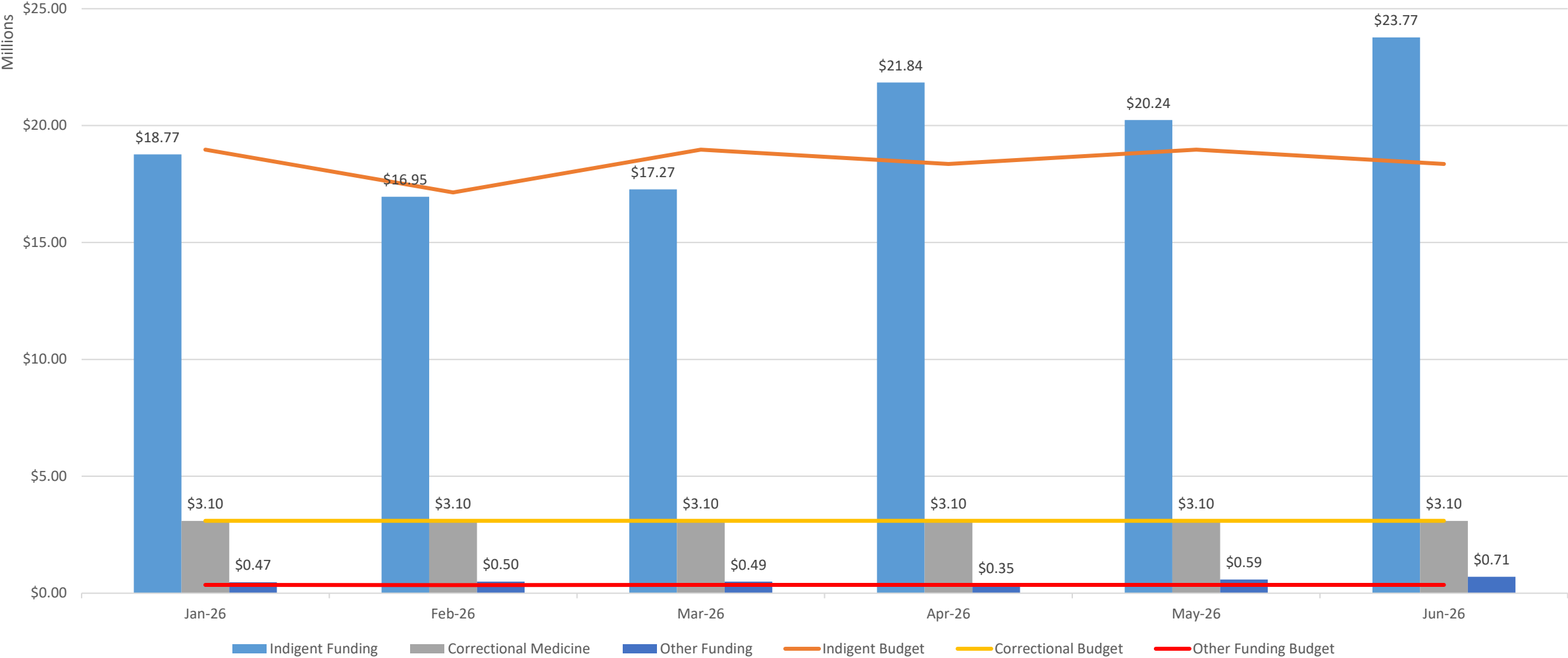


Patient Revenue

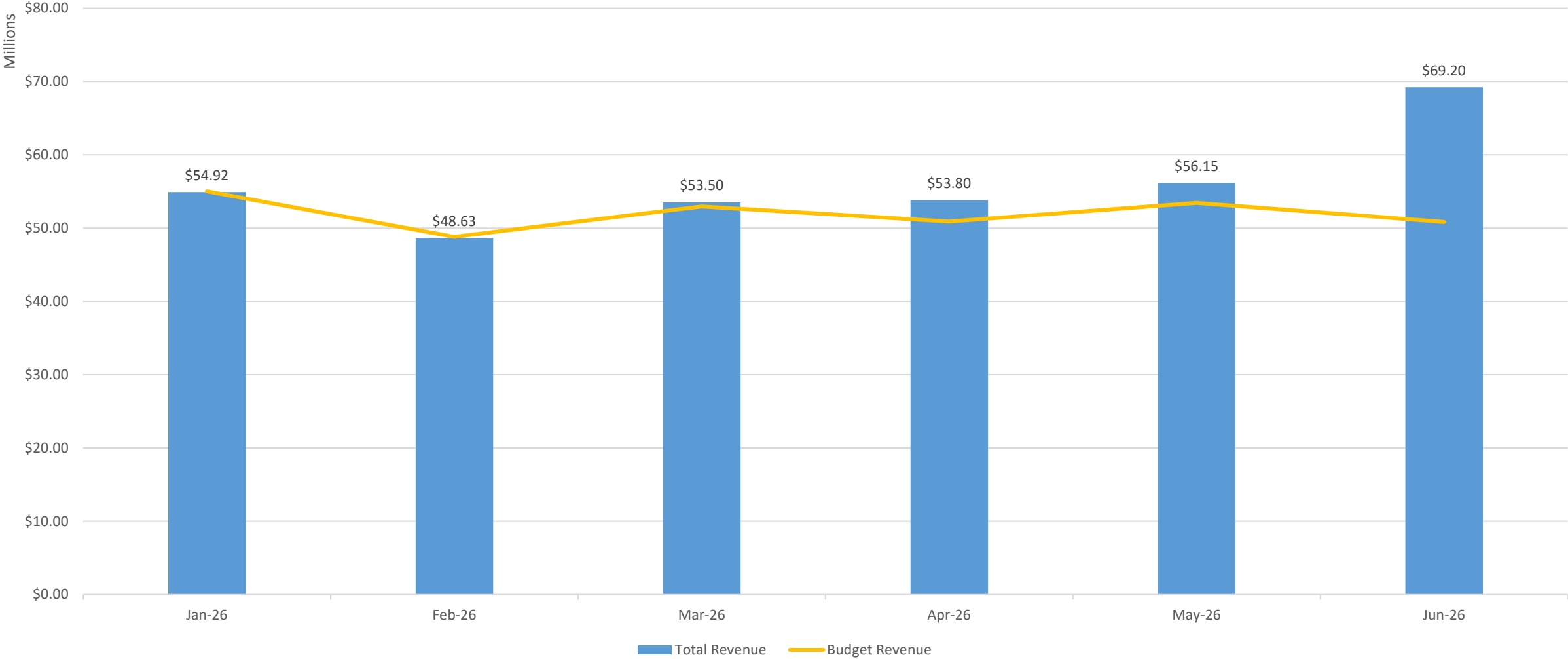


Slide 13

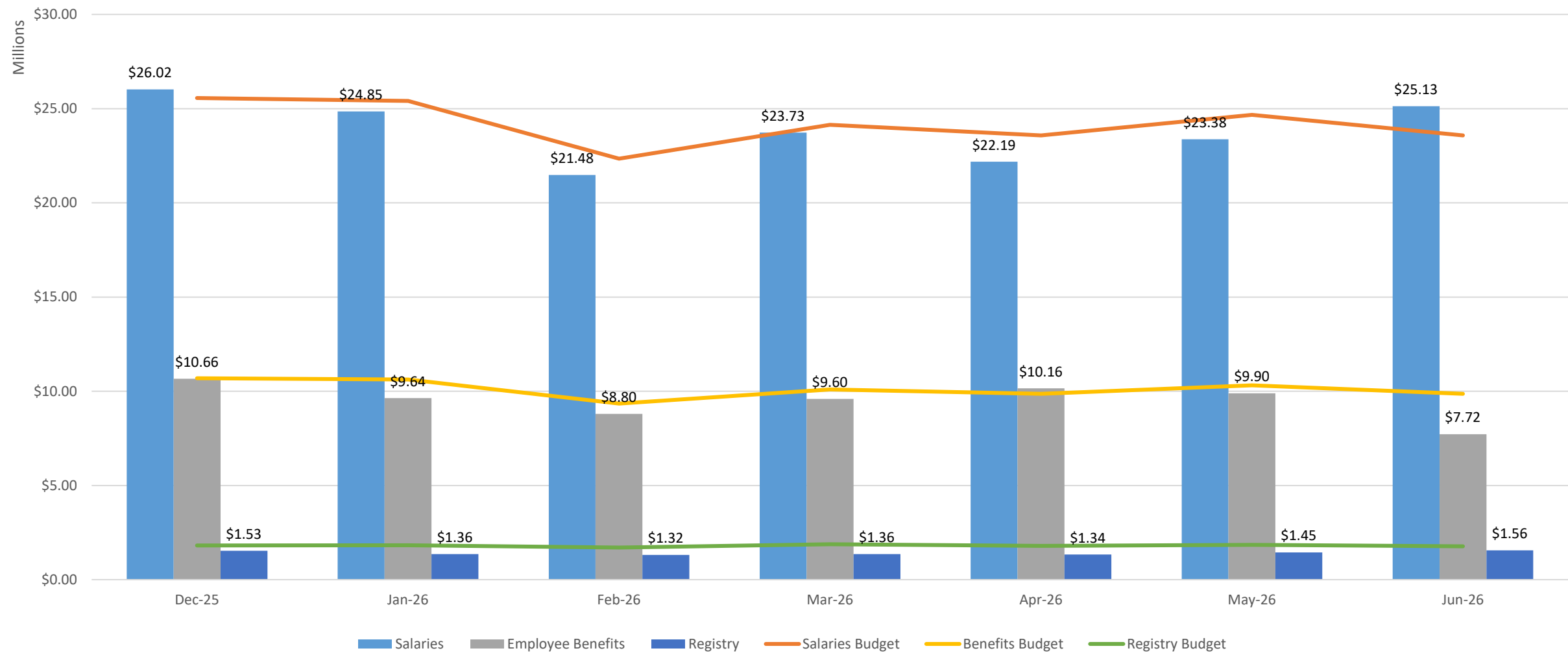
Indigent & Correctional Revenue



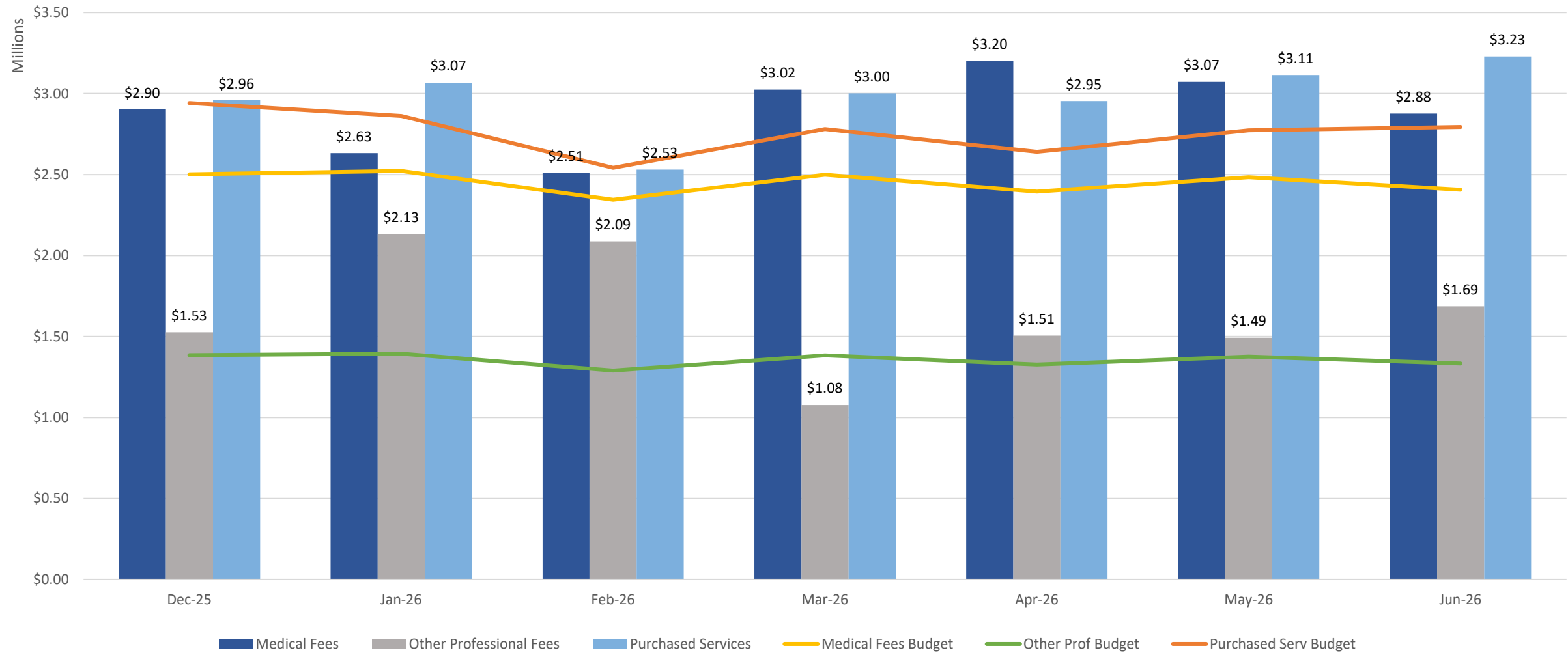
Total Revenue



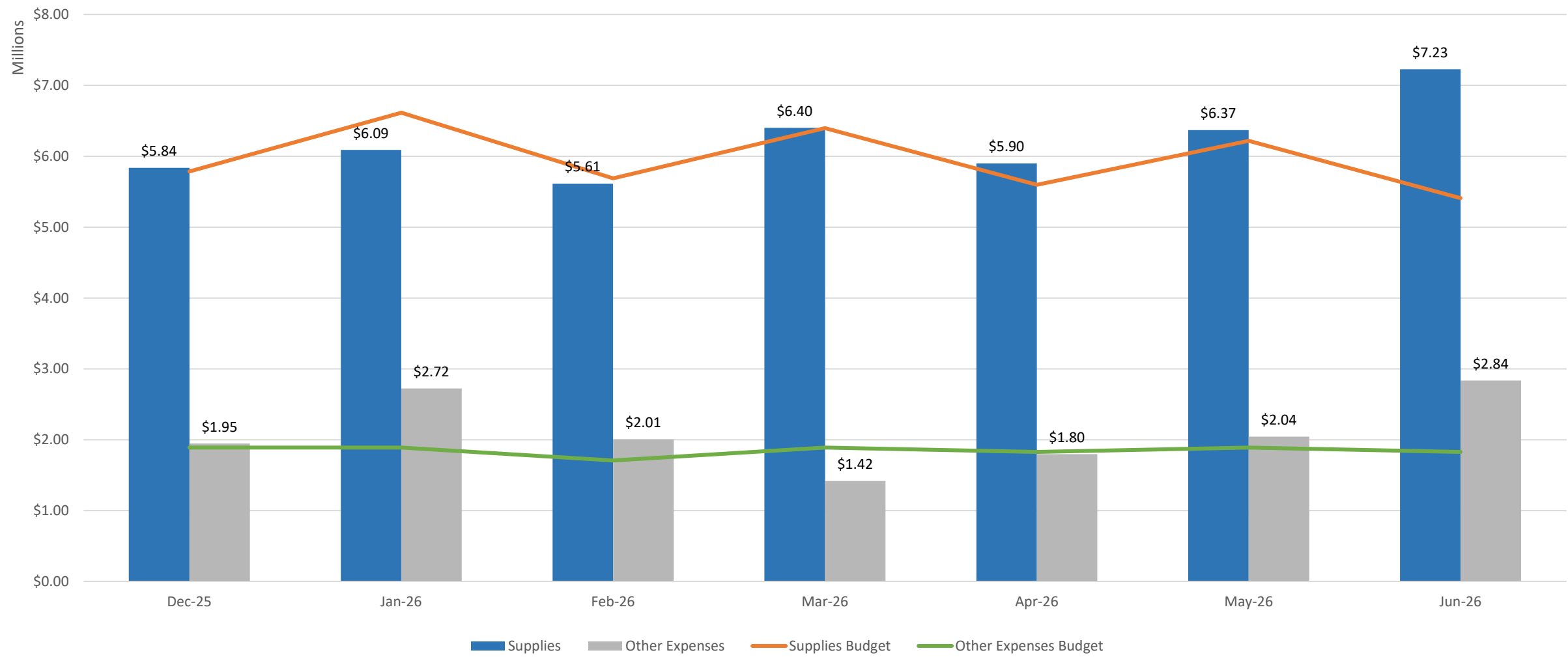
Expenses



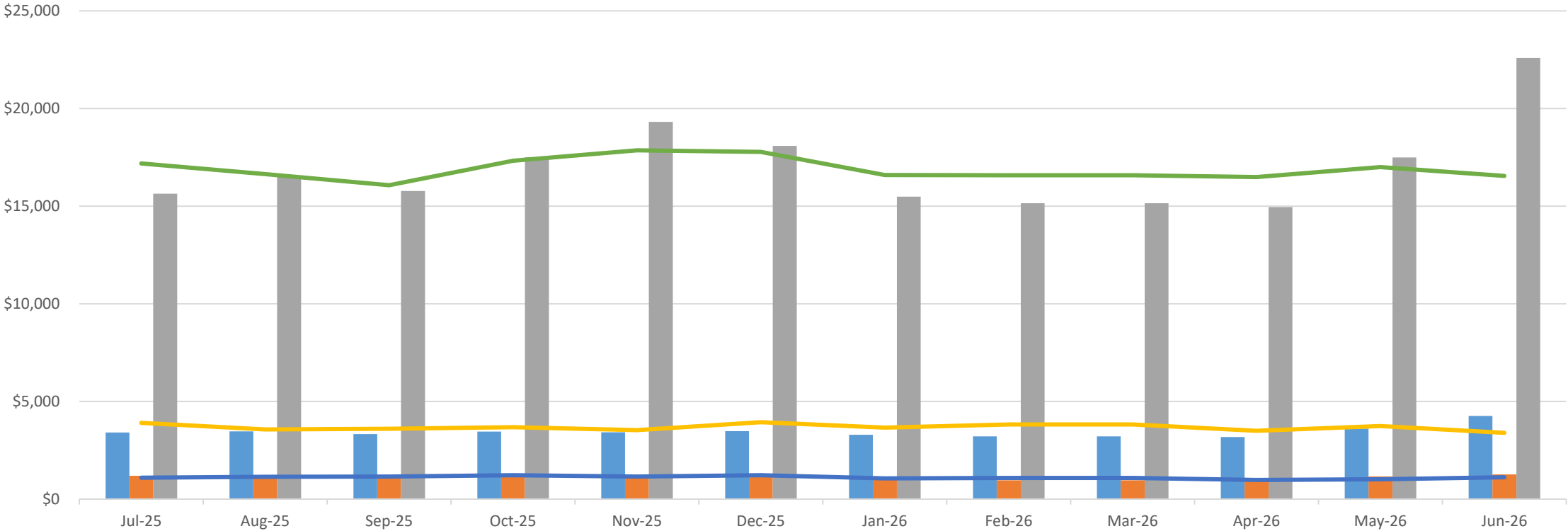
Expenses



Expenses

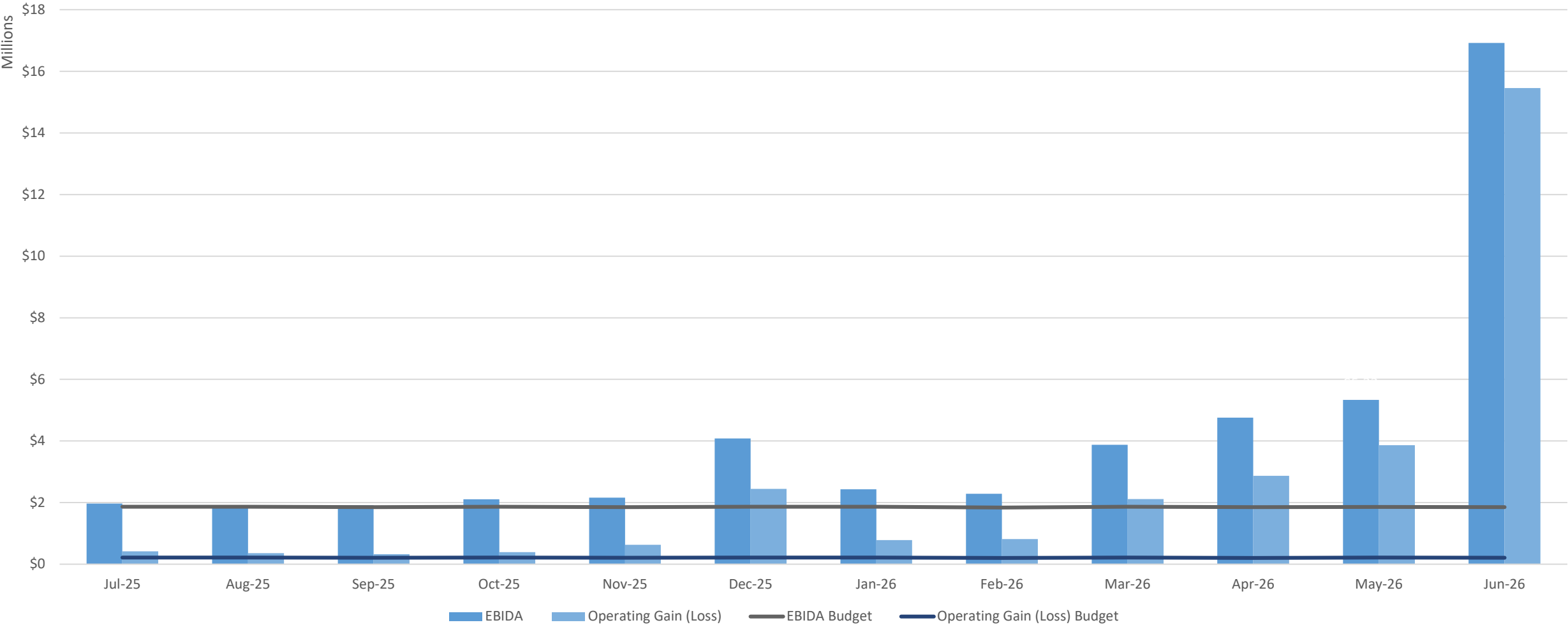


Operating Metrics

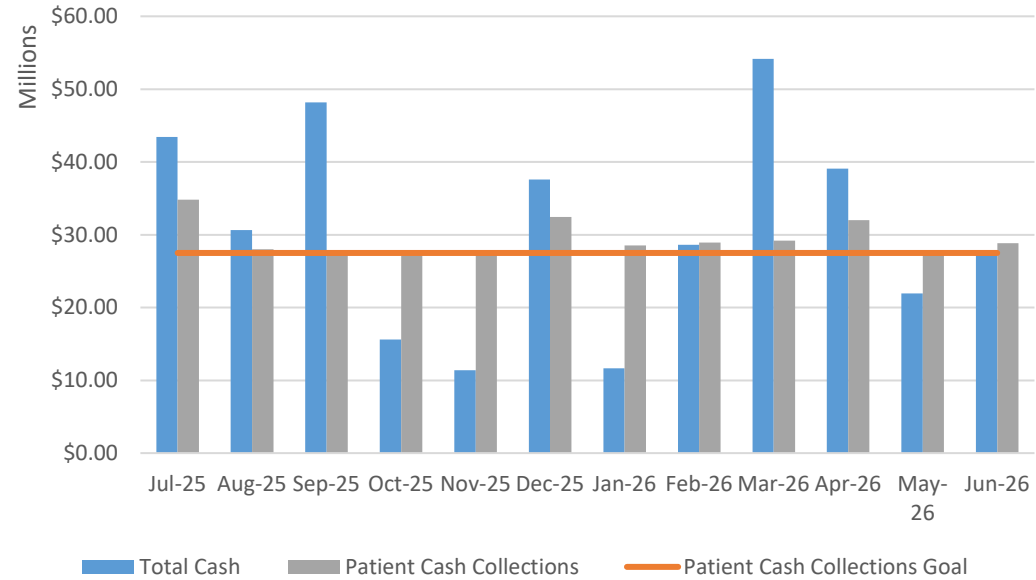


	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Supply Expense per AA	\$3,412	\$3,471	\$3,338	\$3,458	\$3,421	\$3,482	\$3,298	\$3,212	\$3,212	\$3,178	\$3,612	\$4,259
Pharm Cost per AA	\$1,199	\$1,118	\$1,140	\$1,194	\$1,094	\$1,211	\$1,093	\$971	\$971	\$1,032	\$1,167	\$1,270
Net Revenue Per AA	\$15,633	\$16,506	\$15,778	\$17,508	\$19,312	\$18,085	\$15,482	\$15,148	\$15,148	\$14,950	\$17,495	\$22,580
Budget Supp/AA	\$3,909	\$3,567	\$3,604	\$3,686	\$3,532	\$3,943	\$3,669	\$3,822	\$3,822	\$3,497	\$3,741	\$3,395
Budget Pharm/AA	\$1,098	\$1,142	\$1,162	\$1,228	\$1,162	\$1,230	\$1,065	\$1,092	\$1,092	\$990	\$1,018	\$1,124
Budget Net Rev/AA	\$17,181	\$16,643	\$16,073	\$17,329	\$17,863	\$17,783	\$16,593	\$16,581	\$16,581	\$16,493	\$17,003	\$16,546

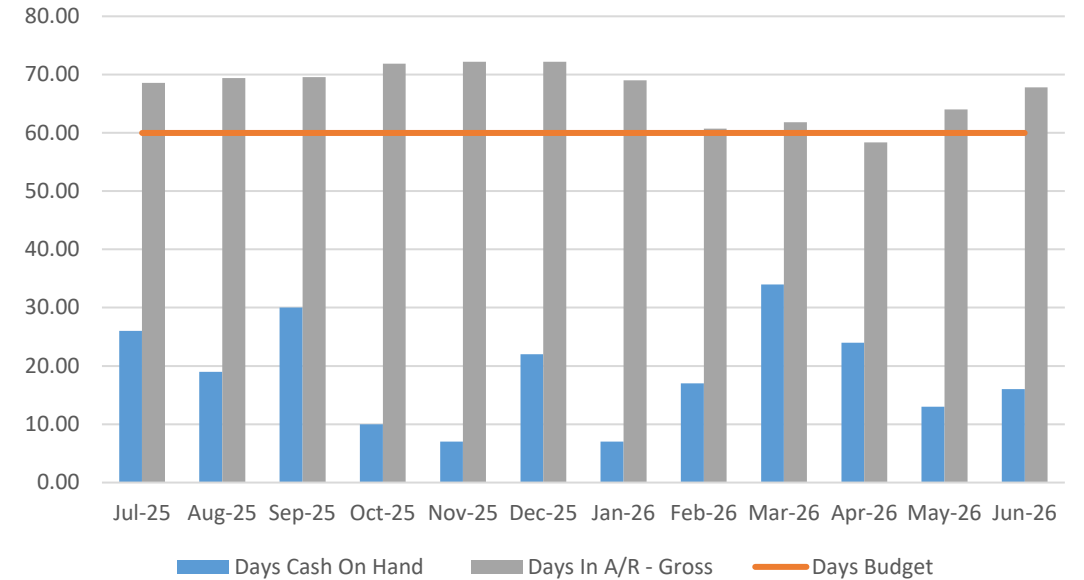
EBIDA Rolling Year



Cash Rolling Year



AR Days Rolling Year



KERN MEDICAL
3-Month Trend Analysis: Revenues & Expenses
June 30, 2026

	APRIL	MAY	JUNE	BUDGET JUNE	VARIANCE POS (NEG)	PY JUNE
Gross Patient Revenue	\$ 132,901,718	\$ 132,426,417	\$ 134,566,030	\$ 116,649,356	15%	\$ 119,470,785
Contractual Deductions	(105,150,275)	(101,570,158)	(96,243,053)	(90,287,102)	7%	(78,720,134)
Net Revenue	27,751,443	30,856,259	38,322,977	26,362,254	45%	40,750,652
Indigent Funding	21,839,978	20,238,739	23,769,628	18,361,796	29%	22,021,153
Correctional Medicine	3,097,712	3,097,713	3,097,713	3,095,522	0.1%	5,573,626
County Contribution	285,211	285,211	285,211	285,211	(0%)	285,211
Incentive Funding	66,537	302,616	420,219	70,043	500%	92,694
Net Patient Revenue	53,040,882	54,780,538	65,895,749	48,174,826	37%	68,723,335
Other Operating Revenue	736,870	1,355,264	3,289,048	2,657,654	24%	4,617,730
Other Non-Operating Revenue	18,963	14,885	17,286	11,689	48%	47,073
Total Revenues	53,796,715	56,150,687	69,202,082	50,844,169	36.1%	73,388,137
Expenses						
Salaries	22,186,875	23,376,008	25,132,698	23,583,530	7%	22,388,240
Employee Benefits	10,160,711	9,899,306	7,722,503	9,862,632	(22%)	(3,818,852)
Registry	1,336,449	1,449,594	1,564,270	1,775,439	(12%)	1,559,674
Medical Fees	3,201,290	3,071,944	2,876,831	2,406,990	20%	2,517,403
Other Professional Fees	1,505,747	1,492,346	1,687,215	1,333,263	27%	1,519,109
Supplies	5,898,579	6,370,555	7,227,895	5,409,136	34%	4,995,663
Purchased Services	2,953,065	3,114,765	3,229,437	2,793,850	16%	3,071,408
Other Expenses	1,796,421	2,044,295	2,836,599	1,829,119	55%	8,569,756
Operating Expenses	49,039,137	50,818,814	52,277,449	48,993,959	7%	40,802,401
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 4,757,578	\$ 5,331,873	\$ 16,924,633	\$ 1,850,209	814.7%	\$ 32,585,736
EBIDA Margin	9%	9%	24%	4%	572%	44%
Interest	275,264	264,111	262,871	335,744	(22%)	278,656
Depreciation	928,031	530,609	537,876	657,304	(18%)	710,865
Amortization	685,920	675,283	666,234	652,001	2%	629,260
Total Expenses	50,928,353	52,288,818	53,744,430	50,639,008	6%	42,421,182
Operating Gain (Loss)	\$ 2,868,363	\$ 3,861,869	\$ 15,457,652	\$ 205,161	7,434%	\$ 30,966,955
Operating Margin	5.33%	6.88%	22.34%	0.40%	5,435.7%	42.2%

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

	ACTUAL FYTD	BUDGET FYTD	VARIANCE POS (NEG)	PY FYTD	PY VARIANCE POS (NEG)
Gross Patient Revenue	\$ 1,543,338,352	\$ 1,458,817,339	6%	\$ 1,416,182,905	9%
Contractual Deductions	(1,181,654,145)	(1,125,623,459)	5%	(1,094,259,060)	8%
Net Revenue	361,684,207	333,193,880	9%	321,923,844	12%
Indigent Funding	228,235,459	223,401,855	2%	221,263,117	3%
Correctional Medicine	37,172,560	37,146,267	0%	42,224,388	(12%)
County Contribution	3,422,531	3,422,531	(0%)	3,422,529	0%
Incentive Funding	2,184,881	852,188	156%	1,046,148	109%
Net Patient Revenue	632,699,637	598,016,721	6%	589,880,027	7%
Other Operating Revenue	20,501,257	32,334,785	(37%)	32,164,312	(36%)
Other Non-Operating Revenue	228,429	143,105	60%	189,216	21%
Total Revenues	653,429,322	630,494,611	4%	622,233,555	5%
Expenses					
Salaries	283,035,940	290,993,754	(3%)	270,197,206	5%
Employee Benefits	114,461,852	121,693,588	(6%)	98,912,035	16%
Registry	17,900,317	21,687,300	(17%)	21,762,265	(18%)
Medical Fees	35,473,411	29,468,177	20%	29,777,367	19%
Other Professional Fees	18,566,431	16,306,539	14%	17,279,862	7.4%
Supplies	73,806,341	72,171,445	2%	67,721,487	9%
Purchased Services	36,118,947	33,647,101	7%	34,557,155	5%
Other Expenses	24,237,048	22,254,283	9%	28,349,303	(15%)
Operating Expenses	603,600,287	608,222,187	(1%)	568,556,681	6%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 49,829,035	\$ 22,272,424	124%	\$ 53,676,874	(7.2%)
EBIDA Margin	8%	4%	116%	9%	(12%)
Interest	3,360,823	4,047,796	(17%)	4,035,843	(17%)
Depreciation	8,094,469	7,887,642	3%	8,287,629	(2%)
Amortization	7,785,417	7,824,018	(0%)	7,282,908	7%
Total Expenses	622,840,996	627,981,643	(1%)	588,163,062	6%
Operating Gain (Loss)	\$ 30,588,326	\$ 2,512,968	1,117%	\$ 34,070,493	(10%)
Operating Margin	4.7%	0.4%	1,074.5%	5.5%	(15%)

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KERN MEDICAL BALANCE SHEET

	JUNE 2026	JUNE 2025
ASSETS:		
<i>Total Cash</i>	\$ 27,347,800	\$ 29,112,277
Patient Receivables Subtotal	307,055,383	307,125,505
Contractual Subtotal	(239,051,561)	(266,628,405)
<i>Net Patient Receivable</i>	68,003,822	40,497,100
Total Indigent Receivable	280,031,766	236,821,006
Total Other Receivable	23,386,114	18,915,570
Total Prepaid Expenses	6,590,157	7,630,236
Total Inventory	5,666,193	4,732,535
<i>Total Current Assets</i>	411,025,852	337,708,724
Deferred Outflows of Resources	113,460,412	124,532,718
Total Land, Equipment, Buildings and Intangibles	280,142,308	272,511,539
Total Construction in Progress	21,592,739	16,830,709
<i>Total Property, Plant & Equipment</i>	301,735,048	289,342,249
Total Accumulated Depr & Amortization	(194,027,345)	(183,555,309)
<i>Net Property, Plant, and Equipment</i>	107,707,703	105,786,940
<i>Total Long Term Assets</i>	113,460,412	124,532,718
<i>Total Assets</i>	\$ 632,193,966	\$ 568,028,382

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KERN MEDICAL BALANCE SHEET

	JUNE 2026	JUNE 2025
LIABILITIES & EQUITY:		
Total Accounts Payable	\$ 15,232,066	\$ 12,024,241
Total Accrued Compensation	32,129,584	28,062,137
Total Due Government Agencies	5,596,744	1,778,086
Total Other Accrued Liabilities	38,091,779	25,210,005
<i>Total Current Liabilities</i>	91,050,172	67,074,469
Unfunded Pension Liability	331,776,526	344,447,058
Other Long-Term Liabilities	72,162,490	80,152,724
<i>Total Long-Term Liabilities</i>	403,939,016	424,599,782
<i>Total Liabilities</i>	494,989,188	491,674,251
<i>Total Net Position</i>	137,204,778	76,354,131
<i>Total Liabilities and Net Position</i>	\$ 632,193,966	\$ 568,028,382

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**KERN MEDICAL
STATEMENT OF CASH FLOWS**

	Fiscal Year-to-Date June 2026	Fiscal Year-End June 2025	Fiscal Year-to-Date June 2025	Fiscal Year-End June 2024
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received for patient/current services	\$ 351,656,610	\$ 318,273,169	\$ 314,552,945	\$ 292,533,084
Cash received for other operations	256,065,319	262,872,978	260,727,035	233,602,712
Cash paid for salaries and benefits	(392,647,446)	(382,309,780)	(377,869,782)	(339,411,493)
Cash paid for services and supplies	(205,077,135)	(198,862,050)	(202,668,841)	(186,981,598)
Net cash (used in) provided by operating activities	9,997,348	(25,683)	(5,258,643)	(257,296)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash (provided to) received from various County funds	-	381,436	-	-
Interest paid - pension obligation bond	92,824	(2,539,472)	256,677	420,331
Principal paid - pension obligation bond	(1,981,763)	(1,062,281)	(1,058,183)	(1,062,281)
Interest paid - line of credit	-	(783,152)	-	-
Line of credit payment	-	-	-	-
Net cash provided by (used in) noncapital financing activities	(1,888,939)	(4,003,469)	(801,506)	(641,950)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition or construction of capital assets	(12,392,799)	(13,228,131)	(11,508,871)	(18,896,864)
Payments on right-of-usage lease liability	3,557,623	(3,802,269)	(2,850,043)	3,896,089
Interest paid - right-of-usage lease liability	715	-	(7,976)	31,211
Payments on SBITA liability	(666,518)	(817,100)	(762,463)	(752,150)
Interest paid - SBITA	(559)	-	(580)	2,013
Net cash used by capital and related financing activities	(9,501,538)	(17,847,500)	(15,129,933)	(15,719,700)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest on bank deposits and investments	-	185,478	-	-
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1,393,129)	(21,691,174)	(21,190,081)	(16,618,946)
CASH AND CASH EQUIVALENTS, beginning of year	28,740,929	50,432,103	50,302,358	66,921,303
CASH AND CASH EQUIVALENTS, year-to-date	<u>\$ 27,347,800</u>	<u>\$ 28,740,929</u>	<u>\$ 29,112,277</u>	<u>\$ 50,302,358</u>

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BOARD OF GOVERNORS
KERN COUNTY HOSPITAL AUTHORITY REGULAR MEETING

August 19, 2026

Subject: Kern County Hospital Authority Chief Executive Officer Report

Recommended Action: Receive and File

Summary:

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

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

August 19, 2026

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

Recommended Action: Receive and File

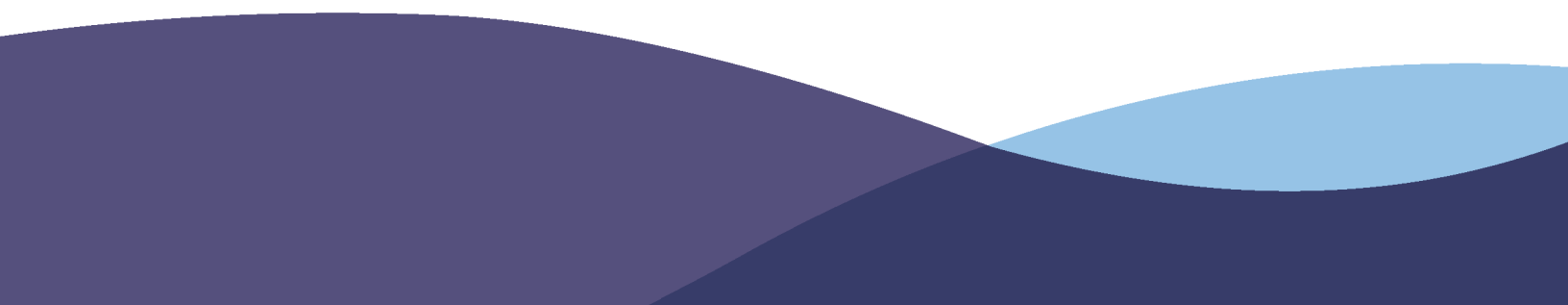
Summary:

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

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



What's Happening?



Kern Medical Outpatient Health - Pediatrics Clinic



Kern Medical Outpatient Health celebrated the opening of its new pediatric clinic at our Stockdale offices with a ribbon-cutting ceremony. The new, state-of-the-art space is conveniently located just one suite over from the clinic's previous location.

Kern Medical Blood Drive

HOUCHIN
COMMUNITY BLOOD BANK



**JULY
RESULTS**



 KernMedical
16 YEARS
Health for Life.

**5 FIRST-TIME
DONORS**

**26 UNITS
COLLECTED**

**78 LIVES
SAVED!**

Next blood drive: September 2026

State of the City



Bakersfield Mayor Karen Goh highlighted Kern Medical during the annual State of the City luncheon, recognizing us as Kern County's largest and oldest teaching hospital and noting our 70th anniversary as an accredited teaching institution. She also shared that Kern Medical trains more than 250 medical students, residents, and fellows across 13 residency and fellowship programs, with major academic affiliations including UCLA, USC, and Western University of Health Sciences.

Valley Fever Support Group

Kern Medical hosts a virtual Valley Fever Support Group each month, providing patients, families, and community members a place to connect, share experiences, and find support. In recognition of Valley Fever Awareness Month, this month's meeting will also be held in person, offering a special opportunity for attendees to connect face-to-face.

 Valley Fever Institute
at Kern Medical

VALLEY FEVER Support Group

Join us for a supportive space to connect,
share experiences, and learn
more about Valley Fever



IN PERSON!

Join us face-to-face for connection,
support & community

ALL ARE WELCOME



PATIENTS



CAREGIVERS



FAMILY



FRIENDS



IN-PERSON LOCATION
Kern Medical Admin Offices
900 Truxtun Ave.
Suite 250
Bakersfield, CA 93301



DATE:
WEDNESDAY,
AUGUST 12, 2026

TIME:
5:00 - 6:30 PM PST

Register
Today!



CAN'T JOIN IN PERSON?

Join us from the comfort of your own home. A zoom link will be shared with you upon registration.



QUESTIONS?

Email
ValleyFever@KernMedical.com



EDUCATE. CARE. CURE

Working together for a
stronger Kern County

Beyond the White Coat



KernMedical
Foundation

PRESENTS

BEYOND *the* WHITE COAT

A PROGRAM FOR RESIDENTS & FELLOWS

Exploring life beyond medicine by connecting you with the people, opportunities, and community that make Bakersfield home.



You serve our community.
COME BE A PART OF IT.

Hear from local leaders, professionals, and experts who live and work in Bakersfield.



TUESDAY, AUGUST 25, 2026
6:00 PM – 8:30 PM



THE BASEMENT AT WOOLWORTH'S
1400 19th St., Bakersfield, CA 93301
IG @historicwoolworth



OPEN TO RESIDENTS & FELLOWS
Food, drinks & great conversations included!



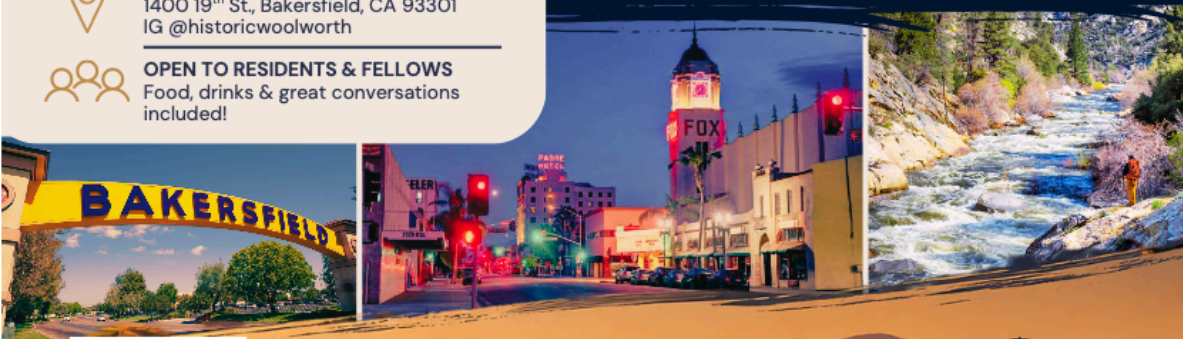
Guest Speakers
Professionals, community leaders, real estate experts, school system representatives, and local business leaders



Real Conversations
Discover opportunities, resources, and the many reasons to make Kern County home after training.



Lasting Connections
Network with those who are shaping the future of our community





For More Information



RSVP TODAY!

Stay and Thrive.
BAKERSFIELD, CA

Beyond the White Coat is designed to connect residents and fellows from across the Bakersfield medical community with Kern County, with the goal of encouraging them to build their careers and continue practicing locally.

New Podcast Episode

NEW PODCAST EPISODE

Search "Kern Medical - Health for Life"

EPISODE 19 - E-Bikes & the ER with Dr. Joshua Tobias



Apple



Spotify



In the News: Medical Expert on PCP



CRIME WATCH

Police recount ‘The Ridgecrest Runner,’ who hijacked a police car while on PCP

Dr. Sarah Gonzalez was featured as an expert in an in-depth story about a criminal case in Ridgecrest involving a suspect who was allegedly under the influence of PCP. Dr. Gonzalez provided insight into the history of the drug, common symptoms of PCP use, and its effects on the brain.

National Recognitions - August

- National Breastfeeding Month
- Immunization Awareness Month
- Valley Fever Awareness Month
- Autoinflammatory Awareness Month
- World Lung Cancer Day (August 1)
- Grief Awareness Day (August 30)
- International Overdose Awareness Day (August 31)



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

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

August 19, 2026

Subject: Administrative Report for Two Months Ended June 30, 2026

Recommended Action: Receive and File

Summary:

Kern Medical Surgery Center Operations

Key Performance Indicators:

- May resulted in an operating loss of \$120,624; \$53,399 unfavorable to plan
- May volume of 211 surgeries; 31 below the May budget of 242
- June resulted in an operating loss of \$112,638; \$46,645 unfavorable to plan
- Total surgeries were 236 for June; 2 cases above the June budget of 234

The following items have budget variances for the months of May and June 2026:

Patient Revenue:

For May, gross patient revenue was 10% unfavorable to budget for the month with the budget at \$1,812,313 and the actual gross patient revenue at \$1,645,749. May net revenue of \$403,498 is \$122,073 less than the May budgeted net revenue of \$525,571.

For June, gross patient revenue had a 6% unfavorable budget variance with actual gross of \$1,649,297 compared to the budget of \$1,753,851. June net revenue of \$426,006 is \$82,611 less than the June budget of \$508,617.

On a fiscal year-to-date basis, gross patient revenue of \$18,750,092 is 12% less than the budget of \$21,338,523.

Supplies Expense: May supplies of \$181,973 were under the budgeted amount of \$211,608. June supplies of \$179,621 were \$25,162 under the budget of \$204,783.

Salary and Benefit Expenses:

Salary expenses for May were \$177,745. This was \$22,283 under the budgeted amount of \$200,028. June salary expenses were \$180,020 which was \$13,556 under the budget of \$193,576.

Benefit expenses for May were \$30,990, which was \$19,017 below the budgeted amount of \$50,007. The benefit expenses for June were \$30,217, which was \$18,177 below the budgeted amount of \$48,394.

Purchased Services:

May purchased services in the amount of \$105,198 were under the budgeted amount of \$106,669 by \$1,471. June purchased services of \$120,570 were over the budgeted amount of \$103,955 by \$16,615 due to necessary equipment repairs.

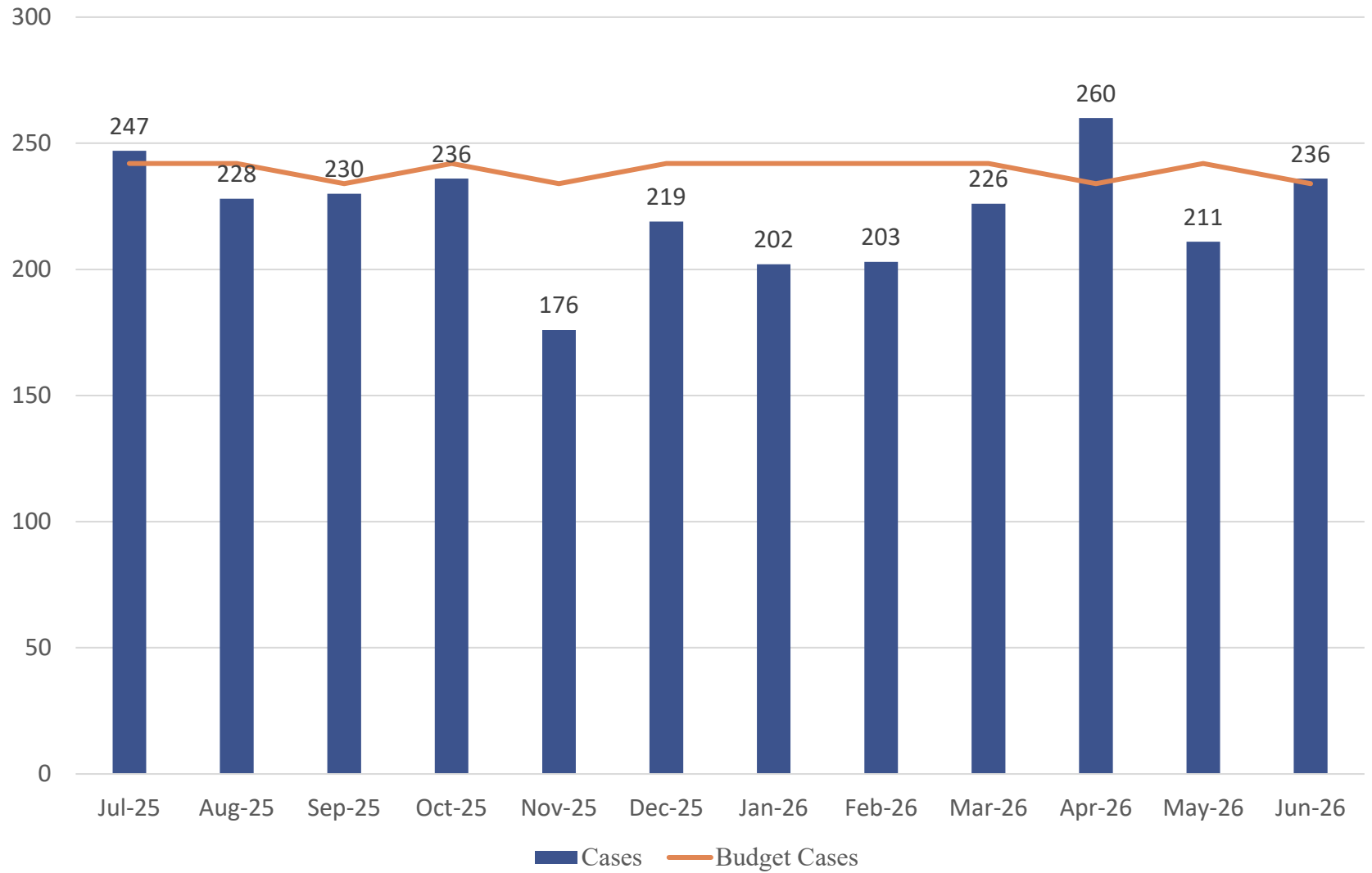
Initiatives for Marketing and Growth:

Kern Medical Surgery Center is continuing to pursue opportunities to add additional services lines. In parallel, we remain engaged with community providers to broaden access to the surgery center's services.

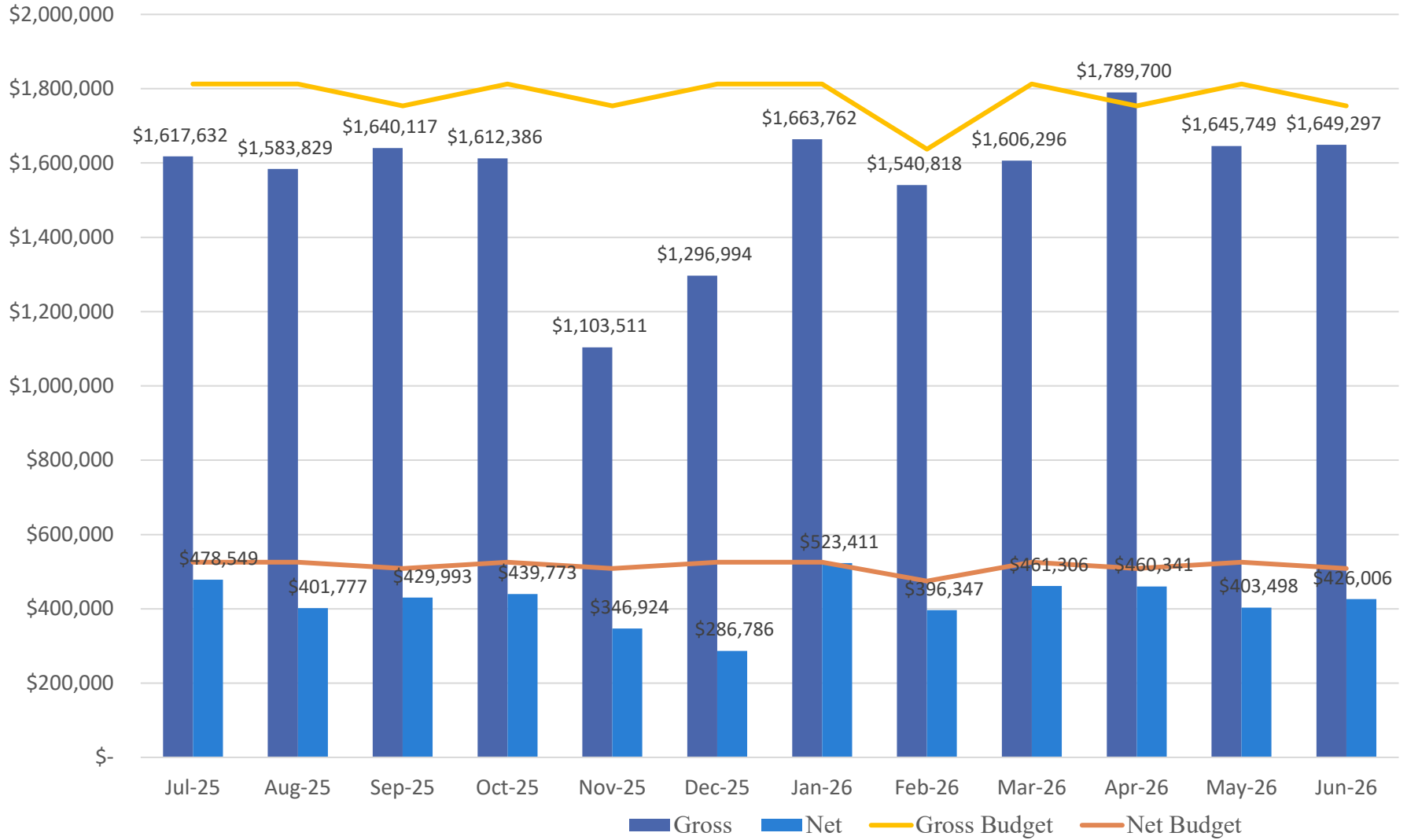


**BOARD OF MANAGERS' REPORT
MAY 2026 – JUNE 2026**

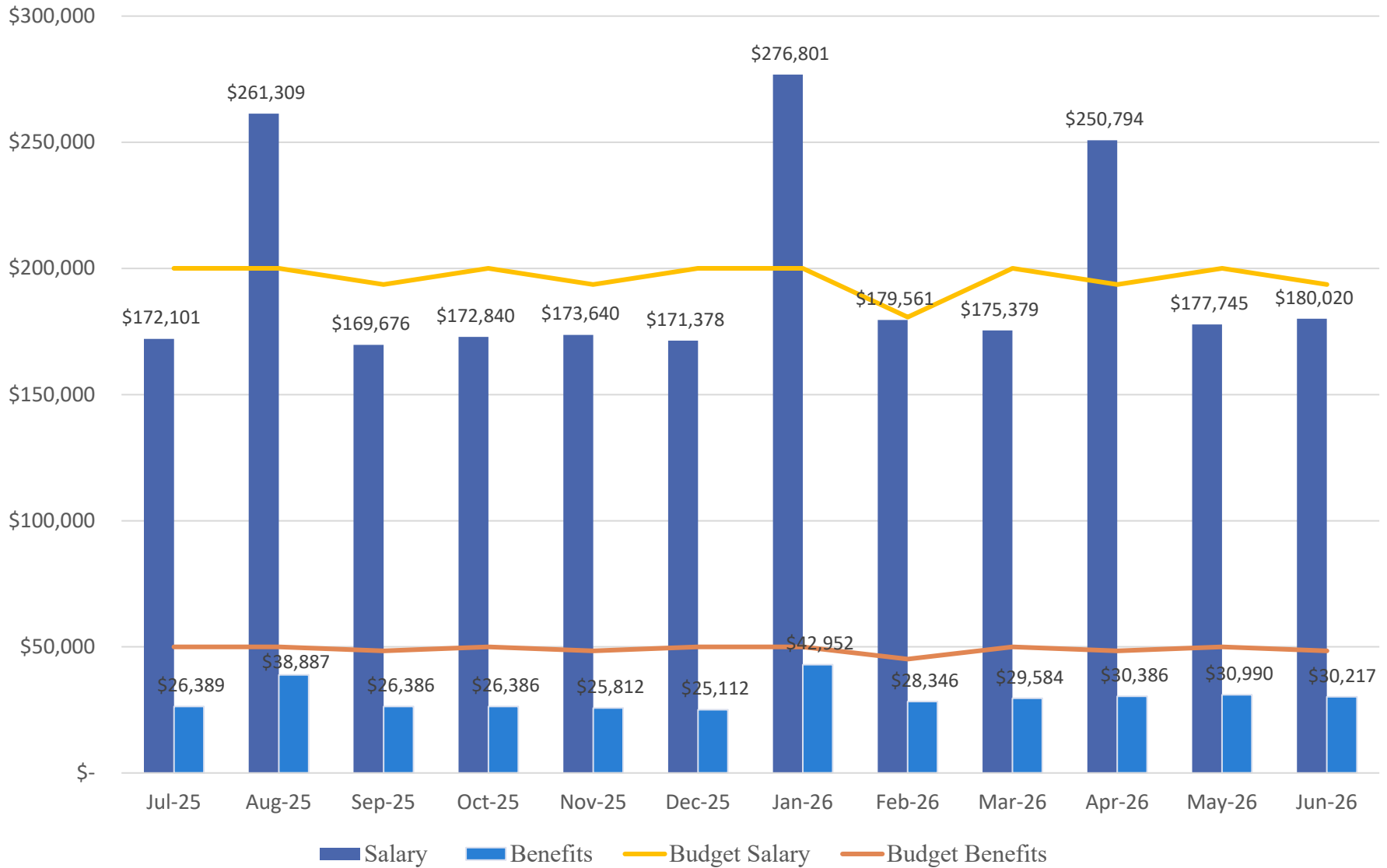
Case Volume



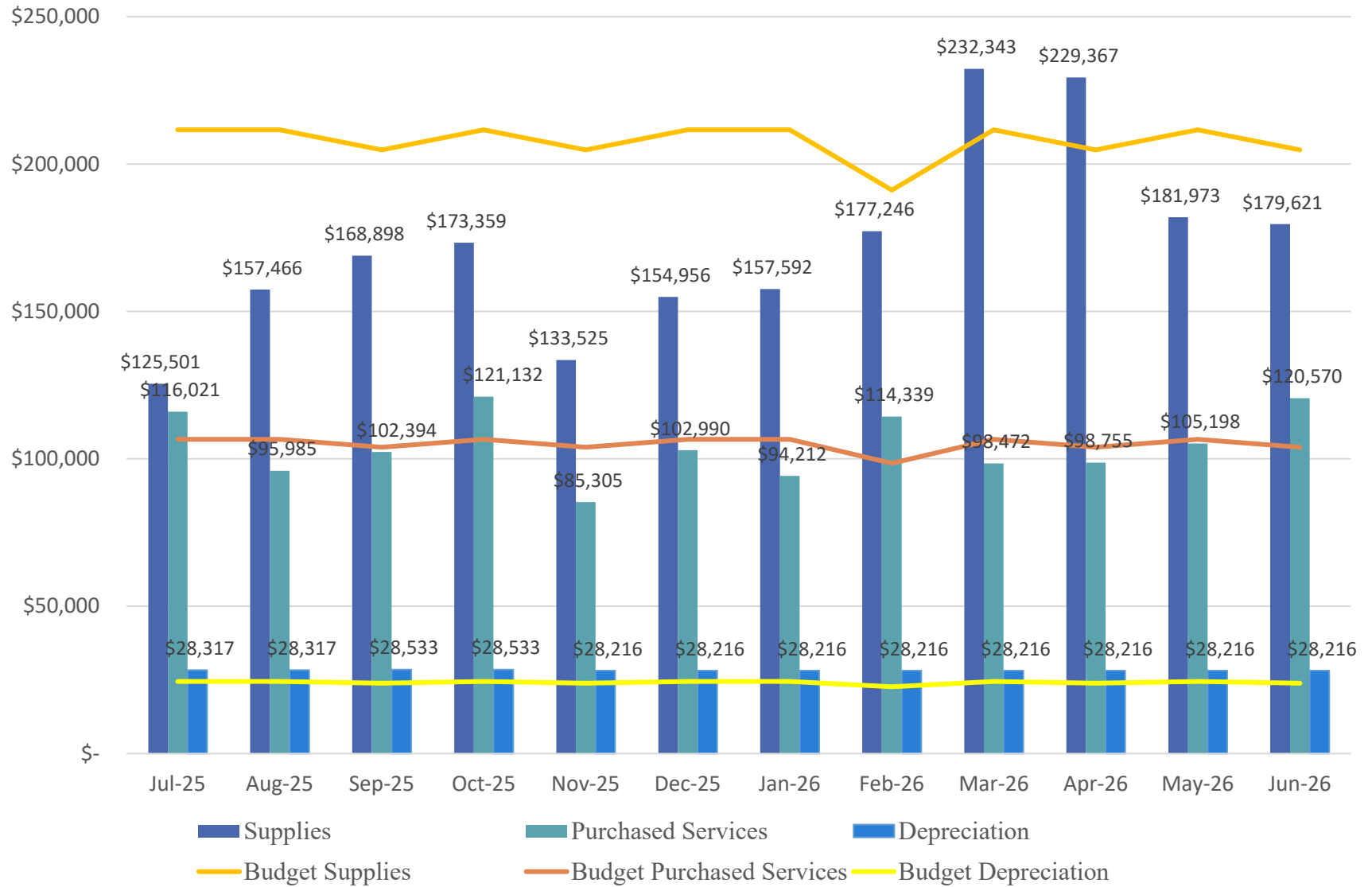
Total Revenue



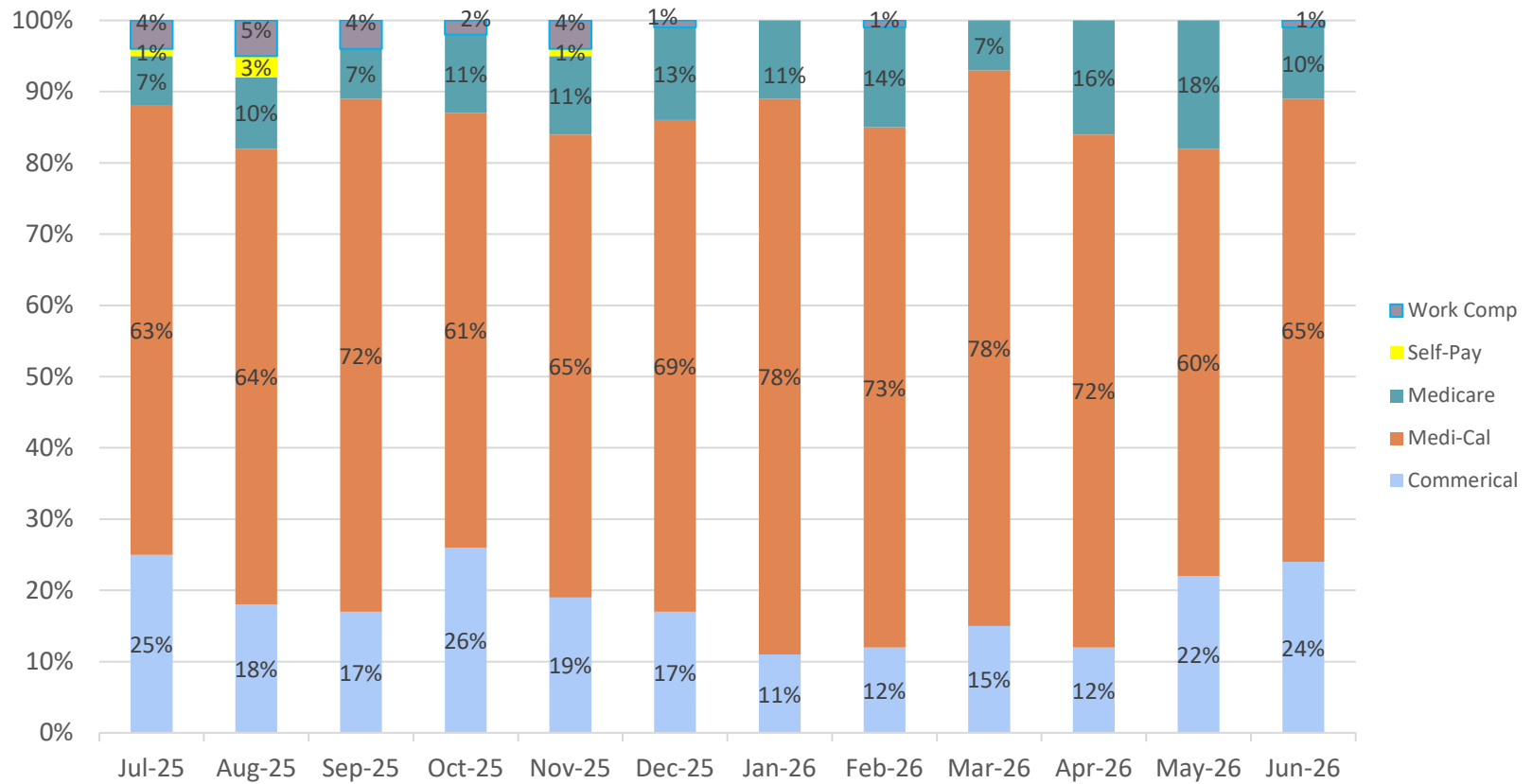
Expenses



Expenses



PAYER MIX



Kern Medical Surgery Center, LLC.
Profit and Loss

	May-26	June-26	Budget June-26	Variance
Gross Revenue	\$ 1,645,749	\$ 1,649,297	\$ 1,753,851	\$ 104,554
Net Revenue	403,498	426,006	508,617	(82,611)
Salaries	177,745	180,020	193,576	13,556
Benefits	30,990	30,217	48,394	18,177
Supplies	181,973	179,621	204,783	25,162
Purchased Services	105,198	120,570	103,955	(16,615)
Depreciation	28,216	28,216	23,902	(4,314)
Total Expenses	524,122	538,644	574,610	35,966
Net Operating Gain (Loss)	\$ (120,624)	\$ (112,638)	\$ (65,993)	\$ (46,645)

Kern Medical Surgery Center, LLC.
Profit and Loss
Fiscal Year to Date

	Actual FYTD	Budget FTYD
Gross Revenue	\$ 18,750,092	\$ 21,338,523
Net Revenue	5,054,711	6,188,177
Salaries	2,361,244	2,355,171
Benefits	361,447	588,793
Supplies	2,071,847	2,491,520
Purchased Services	1,255,373	1,261,035
Depreciation	339,428	289,734
Total Expenses	\$ 6,389,339	\$ 6,986,253
Net Operating Gain (Loss)	\$ (1,334,628)	\$ (798,076)

Balance Sheet
As of June 30, 2026

	May- 26	June- 26
ASSETS		
Total Cash	\$ 436,831	\$ 926,937
Gross Patient Receivables	1,843,889	1,854,694
Contractual Reserve	(1,309,161)	(1,316,832)
Net Patient Receivables	534,728	537,861
Other Receivables	-	-
Total Accounts Receivable	434,728	437,861
Total Other Current Assets	15,370	(157)
Total Current Assets	886,928	1,364,640
Total Fixed Assets	970,647	942,751
TOTAL ASSETS	1,857,895	2,307,391
Liabilities and Equity		
Total Accounts Payable	2,945,715	3,508,915
TOTAL LIABILITIES	3,554,060	4,116,194
Total Equity	(1,696,164)	(1,808,803)
TOTAL LIABILITIES AND EQUITY	\$ 1,857,895	\$ 2,307,391



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

August 19, 2026

Subject: Proposed credentialing recommendations

Recommended Action: Approve

Summary:

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

CREDENTIALING RECOMMENDATIONS TO BOARD OF MANAGERS

August 19, 2026

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

APP Initial Appointments:

Rudy Ramos, GRNA

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

APP Reappointments:

Bryan Elrod, CRNA



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

BOARD OF MANAGERS KERN MEDICAL SURGERY CENTER, LLC REGULAR MEETING

August 19, 2026

Subject: Proposed retroactive Lease Agreement CFS-1015 with Canon Financial Services, Inc., for Canon copier/scanners lease including maintenance and support.

Recommended Action: Approve; Authorize Chief Executive Officer to sign

Summary:

Kern Medical Surgery Center, LLC requests that your Board approve the proposed retroactive Lease Agreement CFS-1015 with Canon Financial Services, Inc. for Canon copier/scanner lease, maintenance, and support.

This proposed purchase will allow Kern Medical Surgery Center, LLC to maintain two copiers/scanners to support the daily printing and scanning needs of the Surgery Center. The additional machine will help distribute usage and provide the necessary capacity to support daily operations.

The agreement is for a term of 63 months, beginning August 1, 2026 through November 7, 2031, with an annual cost of \$5,604, for a maximum payable of \$29,421 plus any taxes and/or fees.

The quote is being presented retroactively due to the immediate operational need to replace the existing machine and obtain an additional copier/scanner. The additional equipment is necessary to distribute usage between two machines and ensure continued support of the Surgery Center's daily printing and scanning requirements

Counsel is unable to approve due to nonstandard terms, which include no ability to terminate agreement, increase in yearly cost with no negotiation, Kern Medical only indemnifies the vendor, the vendor does not indemnify Kern Medical, interest on late payments, governing law and venue is New Jersey, and waiver of a jury trial. Attempts to negotiate acceptable revisions with the vendor were made but were unsuccessful.

Therefore, it is recommended that your Board approve the proposed retroactive Lease Agreement CFS-1015 with Canon Financial Services, Inc. for lease, maintenance, and support of two Canon copiers/scanners, for a term of 63 months effective August 1, 2026 through November 7, 2031, for a

maximum payable of \$29,421 plus any taxes and/or fees, and authorize the Chief Executive Officer to sign.

**CANON FINANCIAL SERVICES, INC. ("CFS")**Remittance Address: 14904 Collections Center Dr.
Chicago, Illinois 60693 (800) 220-0200**TOTAL SOLUTION
LEASE AGREEMENT**

CFS-1015 (08/25)

LESSOR'S AGREEMENT
NUMBER:

40726

COMPANY LEGAL NAME Kern Medical Surgery Center, LLC		DBA		PHONE (*Customer) 661-964-2470	
BILLING EMAIL ADDRESS dawn.acosta@kernmedicalsurgery.net	BILLING CONTACT FIRST NAME Dawn	BILLING CONTACT LAST NAME Acosta	BILLING CONTACT PH # 661-964-2470	☐ Checking box or omitting email address defaults to paper invoice. ☒ Not checking box defaults to electronic invoice, Billing data needed.	
BILLING ADDRESS 9300 Stockdale Highway, Suite 200	CITY Bakersfield	COUNTY Kern	STATE CA	ZIP 93311	
EQUIPMENT ADDRESS Same	CITY	COUNTY	STATE	ZIP	
Make / Model / Accessory	Serial Number	Monthly Guaranteed Minimum Copies (Black & White) (Color)	Overage Copy Charge * (Black & White) (Color)	Initial Meter Reading (Black & White) (Color)	
IF C331F					
IF C331F License					
IR Adv DX C3935i					
TOTALS		9,000	0/CPC	.099	.0635
Guaranteed Copy Plan:	☐ Individual ☒ Aggregate (Totals only required)	Term: 63 months		Minimum Monthly Rental Payment *: \$467.00	
Payment Frequency:	☒ Monthly ☐ Quarterly ☐ Other: _____	Service and Supplies Included *: ☒ Supplies ☒ Maintenance		* Plus Applicable Taxes	
Meter Reading Frequency:	☐ Monthly ☒ Quarterly ☐ Other: _____				
End of Term Purchase Option:	☐ \$1.00 ☒ Fair Market Value ☐ Other: _____				

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
DEALER: American Business Machines ("Dealer")	By: X	Title: Chief Executive Officer	
By: _____	Printed Name: Scott Thygerson	Email address: contracts@kernmedical.com	
Print Name: Ryan Jones	Tax ID#: _____	If proprietor, DOB: _____ Date: _____	
Title: General Manager	By: X	Title: _____	
Date: _____	Printed Name: _____	Email address: _____	
ACCEPTANCE CERTIFICATE			
To: Dealer Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** Dealer rents to Customer, a limited liability company organized under the laws of the State of California, with its chief executive office 9300 Stockdale Highway, Suite 200, Bakersfield, CA 93311 and Customer rents from Dealer all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment") upon the terms and conditions set forth in this Total Solution Lease Agreement ("Agreement"). This Agreement is entered into between Customer and Dealer, but Dealer intends to assign it to Canon Financial Services, Inc. ("CFS"), with its place of business at 158 Galther Drive, Suite 200, Mount Laurel, New Jersey 08054, and CFS shall succeed to Dealer's rights and benefits hereunder, including ownership of and title to the Equipment, but not the Dealer's obligations hereunder. Prior to such assignment, Dealer shall be "Lessor", after such assignment, CFS shall be "Lessor".
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes Lessor's form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by Lessor or any later date that Lessor designates ("Agreement Date"), and shall consist of the payment periods specified above, any Interim Period, and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by Lessor, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to Lessor prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
3. **PAYMENTS:** Customer agrees to pay to Lessor, as invoiced, during the term of this Agreement, (a) the payments specified under "Minimum Monthly Rental Payment" and any "Overage Copy Charges" above and (b) such other amounts permitted hereunder as invoiced by Lessor ("Payments"). Customer also agrees to pay to Lessor an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period") as determined by Lessor. Lessor may charge Customer a supply freight fee to cover Dealer's costs of shipping supplies to Customer. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. Once in each twelve (12) month period following the first anniversary of this Agreement, Dealer has the right to increase both (i) the portion of the Minimum Monthly Rental Payment related to copy charges and (ii) the Overage Copy Charge on each anniversary of the Commencement Date in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by Lessor. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS; METER READING:** All Payments received by Lessor from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge shown on the Invoice for each such amount and among amounts having the same date in such order as Lessor, in its discretion, may determine. Customer agrees to advise Dealer of the meter readings for the Equipment upon request.
5. **NO LESSOR WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS IS A MANUFACTURER, AND CFS IS NOT A DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT NEITHER DEALER NOR CFS HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PERSONAL GUARANTEE

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of the Dealer identified above ("Dealer") entering into, and Canon Financial Services, Inc. ("CFS") accepting an assignment of (prior to such assignment, Dealer shall be the "Lessor", and after such assignment, CFS shall be "Lessor"), an agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to Lessor, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance of all terms of the Agreement and any other transaction between Customer and Lessor (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty, and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days prior written notice to Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____	Signature: _____ (no title)	Date: _____
Address: _____		Phone: _____
Printed Name: _____	Signature: _____ (no title)	Date: _____
Address: _____		Phone: _____

SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, Dealer, or supplier is separate from, and is not a part of this Agreement, and shall be for the benefit of CFS, Customer, and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, Dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, Dealer, or supplier or as otherwise specified in Warranty materials from such manufacturer, Dealer, or supplier and shall not include any implied warranties arising solely from Lessor's acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to Lessor written notice of any non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. Lessor is the owner of the Equipment and has leased the Equipment to Customer under this Agreement. As between Lessor and Customer, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not accept assignment of this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

7. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of Lessor. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of Lessor. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are as set forth herein. Customer shall provide Lessor with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to Lessor such documents as required or appropriate.

8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes Lessor (and any third party filing service designated by Lessor) to execute and file (a) financing statements evidencing the interest of Lessor in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

9. INDEMNITY: Dealer is responsible for installation of the Equipment. Customer shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

10. MAINTENANCE: The charges established by this Agreement include payments for services and supplies, and Dealer is responsible for providing those services and supplies described in "Service and Supplies Included" above. Service will be performed by Dealer during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday, except holidays) at no cost to Customer other than as set forth below. Customer shall use reasonable care in handling and operation of the Equipment. Dealer shall have the right to inspect, repair and remove Equipment and/or read the meter at any time during Customer's business hours. Any service work made necessary by Customer's willful act or negligence (including, without limitation, damage to any photocopier copier drums ("Copier Drums") and use of supplies other than those distributed by Dealer which cause abnormally frequent service calls or service problems), or any service work Customer may request to be performed outside regular business hours, shall be invoiced in accordance with Dealer's established service policies. Dealer shall have the right to substitute equivalent Equipment at any time during the term of this Agreement. Paper must be purchased separately by Customer. Customer acknowledges that CFS will not be responsible for any service, repairs or maintenance of the Equipment, whether provided for in this Agreement or in any other agreement between Dealer and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under this Agreement without deducting or withholding any amounts.

11. TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to Lessor or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, Lessor shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse Lessor, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, Lessor will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse Lessor for the expense of such personal property taxes as invoiced by Lessor and pay Lessor a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that Lessor has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO LESSOR A DOCUMENTATION FEE, IN THE AMOUNT OF \$125, TO REIMBURSE LESSOR FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

12. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall be with companies satisfactory to CFS. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to Lessor. The proceeds of such insurance, at the option of Lessor, shall be applied to (a) replace or repair the Equipment, or (b) pay Lessor the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to Lessor under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein), and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints Lessor as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after Lessor's request, Customer fails to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing.

13. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of Lessor, will (a) replace the same with like equipment in a condition acceptable to Lessor and convey clear title to such equipment to Lessor (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay Lessor the Remaining Lease Balance. Upon Lessor's receipt of the Remaining Lease Balance, Lessor shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

14. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to Lessor, whether or not arising under this Agreement, without notice or demand by Lessor; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to Lessor is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

15. REMEDIES: Upon the happening of any one or more Events of Default, Lessor shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this CFS-1015 (08/25)

Agreement, with Lessor retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (f) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (d) to pursue any other remedy permitted at law or in equity. Lessor (i) may dispose of the Equipment in its then present condition or following such preparation and processing as Lessor deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by Lessor. Failure to exercise any remedy that Lessor may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

16. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to Lessor under this Agreement on or before the due date, Customer shall pay Lessor, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for Lessor's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse Lessor for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If Lessor should bring court action, Customer and Lessor agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by Lessor shall be deemed reasonable for purposes of this Agreement.

17. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF LESSOR. Lessor may pledge or transfer this Agreement. Customer agrees that if Lessor transfers this Agreement, the assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Dealer's or CFS' obligations which Dealer or CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against Lessor. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

18. RENEWAL; RETURN: Except in the case of an Agreement containing a \$1.00 Purchase Option, this Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to Lessor at least sixty (60) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to Lessor as provided herein, Customer shall pay to Lessor upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse Lessor for any costs incurred by Lessor to place the Equipment in good operating condition.

19. PURCHASE OPTION; (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give Lessor sixty (60) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) **PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time Customer notifies Lessor of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, Lessor shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

20. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS or Dealer, if any, is purely incidental to the services performed by CFS and Dealer. Neither CFS nor Dealer nor any of their affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment, and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify Dealer and CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, Dealer and CFS applies, or could be construed to apply to Data.

21. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to Lessor, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

22. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER ARTICLE 2A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND LESSOR, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

24. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Lessor to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All such notices to Lessor from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that Lessor may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and Lessor and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's and Dealer's signature will be treated as an original for all purposes.

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

(Government Code Section 54957.7)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on August 19, 2026, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

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

Government Code Section 54957.7

The Board of Governors will hold a closed session on August 19, 2026, to consider:

 X PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) –