



AGENDA

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, July 14, 2021

11:30 A.M.

BOARD TO RECONVENE

Board Members: Alsop, Berjis, Bigler, Brar, McLaughlin, Pelz
Roll Call:

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: ALL ITEMS LISTED WITH A "CA" ARE CONSIDERED TO BE ROUTINE AND NON-CONTROVERSIAL BY KERN COUNTY HOSPITAL AUTHORITY STAFF. THE "CA" 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 June 16, 2021 –
APPROVE

CA

- 4) Proposed retroactive Agreement with Healthcare Performance Group Inc., an independent contractor, containing non-standard terms and conditions, for professional consulting services for the EHR upgrade related to the Cerner Millennium project from June 11, 2021 through June 10, 2022, in an amount not to exceed \$200,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 5) Proposed Amendment No. 1 to Agreement 496-2016 with UKG Inc., an independent contractor, containing non-standard terms and conditions, for the provision of payroll and human resources information system software, for the period April 18, 2016 through August 1, 2021, extending the for term two years from August 2, 2021 through August 1, 2023, in an amount not to exceed \$975,000 per annum to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 6) Proposed Agreement with Jeffrey L. Huffman, M.D., a contract employee, for professional medical services in the Department of Surgery from July 31, 2021 through July 30, 2026, in an amount not to exceed \$4,088,000 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 7) Proposed retroactive Amendment No. 1 to Memorandum of Understanding 61320 with Kern Health Systems, an independent contractor, for translation services for Kern Medical Center patients, for the period December 14, 2020 through June 13, 2021, extending the term through June 30, 2022, in an amount not to exceed \$600,000 to cover the extended term –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN

CA

- 8) Proposed appointment of Jeffrey G. Nalesnik, M.D., as Chair, Department of Surgery –
RATIFY APPOINTMENT –

CA

- 9) Proposed retroactive approval of successor Memorandum of Understanding with Committee of Interns and Residents/Service Employees International Union, Local 1957 from July 1, 2021 through June 30, 2024, in an amount not to exceed \$939,692 –
APPROVE; AUTHORIZE CHAIRMAN TO SIGN; AUTHORIZE CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER AND HUMAN RESOURCES TO IMPLEMENT CHANGES

CA

- 10) Proposed Resolution updating the specified powers and duties of the Kern County Hospital Authority Chief Financial Officer, effective July 14, 2021 –
APPROVE; ADOPT RESOLUTION

CA

- 11) Proposed Medical Staff Peer Review Policy –
APPROVE

- 12) Proposed discussion and recommendation to the Kern County Board of Supervisors to appoint a qualified candidate to the Kern County Hospital Authority Board of Governors to fill the Community Member at Large vacancy created by the resignation of Christina Sistrunk, term to expire June 30, 2024 –
DISCUSS; MAKE RECOMMENDATION; REFER TO KERN COUNTY BOARD OF SUPERVISORS TO MAKE APPOINTMENT

- 13) Proposed election of officers to the Kern County Hospital Authority Board of Governors to include Russell E. Bigler, Chairman, Philip McLaughlin, Vice-Chairman, and Amir Berjis, M.D., Secretary/Treasurer, terms to expire June 30, 2023 –
ELECT OFFICERS

- 14) Kern County Hospital Authority financial report –
RECEIVE AND FILE

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

CA

- 16) Claims and Lawsuits Filed as of June 30, 2021 –
RECEIVE AND FILE

ADJOURN TO CLOSED SESSION

CLOSED SESSION

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

- 18) Request for Closed Session regarding peer review of health facilities (Health and Safety Code Section 101855(j)(2)) –
- 19) 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, AUGUST 18, 2021 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.

- 16) CLAIMS AND LAWSUITS FILED AS OF JUNE 30, 2021 –
RECEIVE AND FILE
- A) Claim in the matter of Thomas Edward Butz
 - B) Summons and Complaint in the matter of Caroline Lopez-Dodd, an individual v. Kern County Hospital Authority, et al., Kern County Superior Court Case No. BCV-21-100177



SUMMARY OF PROCEEDINGS

KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting
Wednesday, June 16, 2021

11:30 A.M.

BOARD RECONVENED

Board Members: Alsop, Berjis, Bigler, Brar, McLaughlin, Pelz
Roll Call: 5 Present; 1 Absent - Berjis

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

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT: ALL ITEMS LISTED WITH A "CA" ARE 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))

ITEMS FOR CONSIDERATION

CA

- 3) Minutes for the Kern County Hospital Authority Board of Governors regular meeting on May 19, 2021 –
APPROVED
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 4) Proposed Kern County Hospital Authority Purchase Order Terms and Conditions with Olympus America Inc., an independent contractor, containing non-standard terms and conditions, for the purchase of endoscopic supplies for the Olympus endoscopic reprocessor, from June 16, 2021 through June 15, 2024, in an amount not to exceed \$48,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 027-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 5) Proposed retroactive Master Services Agreement with HealthStream, Inc., an independent contractor, containing non-standard terms and conditions, for participation in an electronic platform for the onboarding of nursing students from May 20, 2021 through May 19, 2022 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 028-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 6) Proposed Agreement with Sepideh Babaei, M.D., a contract employee, for professional medical services in the Department of Radiology from July 7, 2021 through July 6, 2024, in an amount not to exceed \$1,950,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 029-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 7) Proposed Amendment No. 3 to Agreement 2016-041 with the County of Kern, as represented by the County Administrative Office, Kern County Sheriff's Office, and Kern County Probation Department, for the provision of correctional medicine services to in-custody inmates and juvenile wards, for the period July 1, 2016 through June 30, 2021, extending the term for one year from July 1, 2021 through June 30, 2022 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 030-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 8) Proposed Amendment No. 2 to Agreement 038-2018 with the County of Kern, as represented by the County Administrative Office and Kern County Sheriff's Office, for correctional medicine services at the Kern Justice Facility, for the period May 12, 2018 through June 30, 2021, extending the term for one year from July 1, 2021 through June 30, 2022 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 031-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 9) Proposed Amendment No. 1 to Agreement 022-2021 with Acute Care Surgery Medical Group, Inc., an independent contractor, for professional medical and administrative services in the General Surgery Program, for the period July 1, 2021 through June 30, 2025, adding vascular surgery to the service line, and increasing the maximum payable by \$2,968,757, from \$18,394,210 to \$21,362,967, to cover the cost of additional services –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 032-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 10) Proposed Agreement with Acute Care Surgery Medical Group, Inc., an independent contractor, for professional medical services in the Department of Surgery from July 1, 2021 through June 30, 2024, in an amount not to exceed \$750,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 033-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 11) Proposed Amendment No. 1 to Agreement 069-2019 with Aslan Ghandforoush, D.O., a contract employee, for professional medical and administrative services in the Department of Medicine, Division of Cardiology, for the period November 26, 2019 through November 25, 2024, to permit outside practice –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 034-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 12) Proposed Master Agreement with SSG Sub, LLC, an independent contractor, containing non-standard terms and conditions, for oncology data management and abstracting services from July 1, 2021 through June 30, 2022, in an amount not to exceed \$160,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 035-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 13) Proposed Equipment Services Agreement with Agiliti Surgical, Inc., an independent contractor, containing non-standard terms and conditions, for use, maintenance and supplies of surgical laser equipment from June 16, 2021 through June 15, 2026, in an amount not to exceed \$660,000 –
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 036-2021
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 14) Proposed Engagement Letter from Moss-Adams, LLP, an independent contractor, regarding the audit of Kern Medical Center financial statements for fiscal year ended June 30, 2021 – APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 037-2021
Alsop-Pelz: 5 Ayes; 1 Absent – Berjis

CA

- 15) Request to employ retired Kern County Hospital Authority employee Tina Anderson, as Extra Help Senior Paralegal, for the period ending June 30, 2022, or 960 hours, whichever occurs first, effective July 1, 2021 – APPROVED
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 16) Request to employ retired Kern County Hospital Authority employee Manuel Acosta, as Extra Help PACS Administrator, for the period ending June 30, 2022, or 960 hours, whichever occurs first, effective July 1, 2021 – APPROVED
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 17) Proposed renewal and binding of insurance coverages for hospital professional liability, general liability and umbrella/excess liability, workers' compensation and employers liability, automobile liability, heliport liability, directors and officers liability, employment practices liability, crime, privacy and security (cyber) liability, premises pollution liability, underground storage tank liability, employed lawyers liability, and fiduciary liability from July 1, 2021 through June 30, 2022, with option to finance selected premiums through PRISM and IPFS Corporation of California in an amount not to exceed \$1,305,900 – APPROVED; AUTHORIZED CHIEF EXECUTIVE OFFICER TO SIGN PREMIUM FINANCE AGREEMENT 038-2021 AND CERTIFICATE OF INCUMBENCY
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

CA

- 18) Proposed Statement of Commitment to Graduate Medical Education in support of residency and fellowship training programs sponsored by Kern Medical Center, as required by Accreditation Council for Graduate Medical Education, effective July 1, 2021 – APPROVED; AUTHORIZED CHAIRMAN TO SIGN
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

- 19) Kern County Hospital Authority financial report – RECEIVED AND FILED
McLaughlin-Pelz: 5 Ayes; 1 Absent - Berjis

- 20) Kern County Hospital Authority Chief Executive Officer report – RECEIVED AND FILED
Pelz-Alsop: 5 Ayes; 1 Absent - Berjis

CA

- 21) Claims and Lawsuits Filed as of May 31, 2021 –
RECEIVED AND FILED
Alsop-Pelz: 5 Ayes; 1 Absent - Berjis

ADJOURNED TO CLOSED SESSION

McLaughlin-Alsop

CLOSED SESSION

- 22) Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – SEE RESULTS BELOW
- 23) CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521; Committee of Interns and Residents/Service Employees International Union, Local 1957 (Government Code Section 54957.6) – SEE RESULTS BELOW
- 24) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2), (e)(2).) Number of cases: Two (2) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the Authority and that are known to a potential plaintiff or plaintiffs – SEE RESULTS BELOW
- 25) Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – SEE RESULTS BELOW

RECONVENED FROM CLOSED SESSION

Alsop-Pelz

REPORT ON ACTIONS TAKEN IN CLOSED SESSION

Item No. 22 concerning Request for Closed Session regarding peer review of health practitioners (Health and Safety Code Section 101855(j)(2)) – HEARD; BY A UNANIMOUS VOTE OF THOSE DIRECTORS PRESENT (MOTION BY DIRECTOR PELZ, SECOND BY DIRECTOR BRAR; 1 ABSENT - DIRECTOR BERJIS), THE BOARD APPROVED ALL PRACTITIONERS RECOMMENDED FOR INITIAL APPOINTMENT, REAPPOINTMENT, REVIEW/RELEASE OF PROCTORING, REQUEST FOR CHANGE IN STAFF STATUS, VOLUNTARY RESIGNATION OF PRIVILEGES, AND AUTOMATIC TERMINATION OF PRIVILEGES; NO OTHER REPORTABLE ACTION TAKEN

Item No. 23 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Russell V. Judd, and designated staff - Employee organizations: Service Employees International Union, Local 521; Committee of Interns and Residents/Service Employees International Union, Local 1957 (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 24 concerning CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(2), (e)(2).) Number of cases: Two (2) Significant exposure to litigation in the opinion of the Board of Governors on the advice of legal counsel, based on: Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the Authority and that are known to a potential plaintiff or plaintiffs – HEARD; NO REPORTABLE ACTION TAKEN

Item No. 25 concerning Request for Closed Session for the purpose of discussion or taking action on authority trade secrets (Health and Safety Code Section 101855(e)(1)) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, JULY 14, 2021 AT 11:30 A.M.

Brar

/s/ Mona A. Allen
Authority Board Coordinator

/s/ Russell E. Bigler
Chairman, Board of Governors
Kern County Hospital Authority



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

July 14, 2021

Subject: Proposed retroactive Agreement for Professional Consulting Services with Healthcare Performance Group, Inc.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests that your Board retroactively approve the proposed Agreement for Professional Consulting Services with Healthcare Performance Group, Inc. (HPG), in the amount of \$200,000 for EHR upgrade support to assist with the CERNER upgrade.

HPG will provide project management, testing, consulting and other upgrade services for the Cerner Millennium 2018.08.01 upgrade. The scope of work includes Millennium, mPages, Fetalink, ED Launchpoint, and Ambulatory Organizer.

The Agreement contains nonstandard terms and cannot be approved as to form by Counsel due to (1) the Warranty and Liability section (there is zero recourse against HPG), and (2) the disconnect between the termination provision in the Agreement and the cancellation and postponement provision in the Schedule attached to the Agreement as an Exhibit. There is a critical need to perform the upgrade and Kern Medical believes the benefit outweighs the risk of moving forward with the Agreement, despite the nonstandard terms.

Therefore, it is recommended that your Board approve the proposed Agreement with Healthcare Performance Group, Inc. for EHR support to assist with the CERNER upgrade between for a term of one year from June 11, 2021 through June 10, 2022, with a cost of \$200,000, and authorize the Chairman to sign.



Healthcare Performance Group

Agreement for Professional Consulting Services

(Healthcare Performance Group, Inc. – Kern County Hospital Authority)

This Agreement (**Agreement**) for Professional Consulting Services (**Services**) between Healthcare Performance Group, Inc. (**HPG**), a Kansas Corporation, located at 23419 W. 215th Street, Spring Hill, Kansas 66083, and the Kern County Hospital Authority, a local unit of government, which owns and operates Kern Medical Center (**CUSTOMER**). This Agreement outlines the Terms and Conditions under which CUSTOMER will acquire Services from HPG.

During the term of this Agreement, CUSTOMER may request Services. If Services are requested, CUSTOMER and HPG will document and execute a Schedule A-1 through A-X to this Agreement which will define the Services to be provided including the engagement background, scope & approach, fees, timing, and payment terms.

Term

The term of this Agreement shall begin on June 11, 2021 and will terminate on June 10, 2022.

General Terms

AGREEMENT: It is agreed that HPG will provide the professional consulting Services described in this Agreement to CUSTOMER as an independent contractor. Nothing contained herein shall be construed to create an employment or principal-agent relationship or joint venture between HPG and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

HPG's performance hereunder is contingent upon the cooperation of CUSTOMER, including the supply of adequate information and resources.

WARRANTY AND LIABILITY: HPG will exercise due professional care and competence in the performance of the Services. Neither party shall be liable for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), even if advised of the likelihood of such damages occurring.

CUSTOMER shall have no recourse against, and shall bring no claim against, any shareholder or employee of HPG or any of the assets thereof. Except as otherwise stated above, HPG makes no warranties of any kind or nature, whether express or implied including, but not limited to, warranties of merchantability, accuracy of informational content or fitness for a particular purpose or use, or warranties of any software provided by a third party vendor.

NONDISCLOSURE OF PROTECTED HEALTH INFORMATION: CUSTOMER and HPG acknowledge that protected health information under 45 C.F.R. Parts 160 and 164 may be disclosed by

CUSTOMER to HPG pursuant to this Agreement. CUSTOMER AND HPG have therefore entered into a Business Associate Agreement incorporated herein by this reference as Exhibit "B".

CONFIDENTIAL INFORMATION: CUSTOMER may disclose information to HPG concerning its confidential business information, confidential patient records, inventions, confidential know-how and trade secrets. Such confidential business information, inventions, confidential know-how and trade secrets disclosed hereunder shall remain the sole property of CUSTOMER, and HPG shall have no interest or right with respect thereto. Except as expressly set forth herein, HPG agrees that it shall comply with the provisions of HIPAA and shall not use or commercially exploit any such confidential information without the express prior written consent of CUSTOMER.

HPG covenants and agrees that, during the term of this Agreement it shall use all reasonable efforts to protect CUSTOMER's trade secrets and confidential materials from unauthorized disclosure and use. The obligations with respect to confidential information shall terminate when the party receiving such confidential information (the "Recipient") can document that the information:

- a) was in the public domain at the time the disclosing party (the "Discloser") communicated such information to the Recipient;
- b) entered the public domain through no fault of the Recipient subsequent to the time of the Discloser's communication thereof to the Recipient;
- c) was in the Recipient's possession free of any obligation of confidence at the time of the Discloser's communication thereof to the Recipient;
- d) was rightfully communicated to the Recipient by a third party free of any obligation of confidence subsequent to the time of the Discloser's communication thereof to the Recipient;
- e) was developed by employees or agents of the Recipient independently of and without any reference to any information that the Discloser has disclosed in confidence to any third party; or
- f) was required pursuant to applicable law, provided that the Recipient uses reasonable efforts to allow the Discloser an opportunity to resist such communication or seek a protective order.

HPG is aware that CUSTOMER is a government entity and is subject to the California Public Records Act, *Cal. Gov. Code, § 6250 et seq.*, the Brown Act, *Cal. Gov. 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.

This section shall survive the expiration or termination of this Agreement.

REMEDATION PERIOD AND PERSONNEL REPLACEMENT: All HPG consulting personnel shall be qualified to perform the tasks assigned to them. In the event that CUSTOMER observes performance deficiencies, CUSTOMER will provide written notification to HPG with reasonable detail defining the deficiencies. Upon receipt by HPG of the written notification, HPG will immediately develop a proposed remediation plan and CUSTOMER will provide HPG with a performance remediation period of ten (10) business days to correct the deficiencies to the satisfaction of CUSTOMER. If the issues have not been resolved within ten (10) business days and upon CUSTOMER request, HPG shall remove its consulting personnel from the project and use commercially reasonable efforts to replace such consulting personnel.

NON-EXCLUSIVE SERVICES: HPG understands and agrees that CUSTOMER will utilize the services of HPG pursuant to the terms of this Agreement on a non-exclusive basis. HPG further agrees that CUSTOMER shall retain the option to enter into agreements with other organizations for purposes of securing the services, in its sole discretion.

ACCESS TO BOOKS AND RECORDS: Until the expiration of four (4) years after the expiration or termination of this Agreement, HPG and CUSTOMER 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 HPG provided under this Agreement. HPG further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a 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.

OWNERSHIP OF RECORDS: All documents, papers, notes, memoranda, computer files and other written or electronic records of any kind (“Documents”), in whatever form or format, assembled, prepared or utilized by HPG or HPG’s assigned personnel during and in connection with this Agreement shall remain the property of CUSTOMER at all times. Upon the expiration or termination of this Agreement, HPG shall promptly deliver to CUSTOMER all such Documents, which have not already been provided to CUSTOMER in such form or format as CUSTOMER deems appropriate. Such Documents shall be and will remain the property of CUSTOMER without restriction or limitation. HPG may retain copies of the above described Documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of CUSTOMER.

CONFLICT OF INTEREST: HPG covenants that it has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. HPG further covenants that in the performance of this Agreement no person having any such interests shall be employed. It is understood and agreed that if such a financial interest does exist at the inception of this Agreement, CUSTOMER may immediately terminate this Agreement by giving written notice thereof.

DISQUALIFIED PERSONS: The parties mutually represent and warrant to one another that they and their respective representatives are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. section 1320a-7b-(f) (the “Federal health care programs”) and/or present on the exclusion database of the Office of the Inspector General (“OIG”) or the Government Services Administration (“GSA”); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) debarred, suspended, excluded or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved subcontracts or from receiving federal financial and nonfinancial assistance and benefits. This shall be an ongoing representation and warranty during the term of this Agreement and a party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this section. Any breach of this section shall give the non-breaching party the right to terminate this Agreement immediately.

IMMIGRATION COMPLIANCE: HPG shall comply with all provisions of immigration law with respect to hiring, recruiting or referring for employment persons whose authorization for employment in the United States has been verified, and shall provide CUSTOMER with a copy of such verification required in 8 USCA section 1324a, if requested by CUSTOMER. Without limiting the generality of the indemnification in section 21, HPG agrees to indemnify, defend, and hold harmless CUSTOMER, its agents, officers, and

employees, from any liability, damages, or causes of action arising out of Contractor's failure to comply with this section.

INDEMNIFICATION AND HOLD HARMLESS: HPG agrees to indemnify, defend and hold harmless CUSTOMER and CUSTOMER's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, 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 HPG or HPG's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of CUSTOMER; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of HPG by any person or entity. This section shall survive the termination or expiration of this Agreement.

LIABILITY OF CUSTOMER: The liabilities or obligations of CUSTOMER with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of CUSTOMER and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California. California Health and Safety Code Section 101853(g).

INSURANCE: With respect to performance of work under this Agreement, HPG shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit "C," attached hereto and incorporated herein by this reference.

TAXES: CUSTOMER certifies it is a tax-exempt organization which is not obligated to pay any state or local sales taxes. Upon request, CUSTOMER will provide a Certificate of Tax Exemption to HPG.

HPG PERSONNEL TRAINING AND EDUCATIONAL COSTS: Any incremental software, hardware, technical or functional training or education costs deemed by HPG as necessary for HPG personnel or subcontractors to perform tasks and duties assigned to them on this project shall be the direct responsibility of HPG or the subcontractor.

CHANGES AND DELAYS: Changes in the scope of the Services directed by CUSTOMER and changing conditions of law or schedule delays or other events beyond HPG's reasonable control, including events described below, may require contract price and/or date of performance revisions to be agreed upon by both parties. In the event that performance on the part of either party is delayed or suspended as a result of circumstances beyond its reasonable control such as Acts of God or other force majeure events, and without its fault or negligence, then the period of performance and term of this Agreement shall be extended to the extent of any such delay or suspension and neither party shall incur any liability to the other party as a result of such delay or suspension.

MODIFICATION OF AGREEMENT: This Agreement may be modified in a mutually agreeable manner between the CUSTOMER and HPG by a written amendment signed by CUSTOMER and HPG.

TERMINATION: CUSTOMER shall have the right to terminate this Agreement with a forty-five (45) day written notice to HPG. HPG shall have the right to terminate this Agreement with a forty-five (45) day written notice to CUSTOMER.

EFFECT OF TERMINATION:

(A) In the event of termination of this Agreement for any reason, CUSTOMER shall have no further obligation to pay for any services rendered or expenses incurred by CUSTOMER after the effective date of the termination, and HPG shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

(B) Upon expiration or earlier termination of this Agreement, HPG shall immediately vacate CUSTOMER'S premises, removing at such time any and all personal property of HPG. CUSTOMER may remove and store, at HPG's expense, any personal property that HPG has not so removed.

(C) Following the expiration or earlier termination of this Agreement, HPG shall not do anything or cause any person to do anything that might interfere with any efforts by CUSTOMER to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between CUSTOMER and any provider that may replace HPG.

NON-COLLUSION COVENANT: HPG represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with CUSTOMER. HPG has received from CUSTOMER no incentive or special payments, nor considerations, not related to the provision of services under this Agreement.

NONDISCRIMINATION: Neither HPG, nor any officer, agent, employee, servant or subcontractor of HPG shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, ancestry, national origin, religion, sex, actual or perceived sexual orientation, marital status, age, pregnancy, medical condition, handicap or other prohibited basis, either directly, indirectly or through contractual or other arrangements.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and all court actions to enforce or interpret this Agreement shall be brought in the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties on the subject matter and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement. The previous Agreement between the parties (CUSTOMER Agt. #14818, effective June 11, 2018) and any and all subsequent amendments will terminate upon the effective date of this Agreement.

ACCEPTED by:

HPG
By: DocuSigned by:
Andy Flynn
E57397065A2E4AA...

Print: Andy Flynn

Title: President & Co-CEO

Date: 7/7/2021 | 6:18 PM CDT

KERN COUNTY HOSPITAL AUTHORITY

By: _____

Print: Russell E. Bigler

Title: Chairman, Board of Governors

Date: 07/14/21

**REVIEWED ONLY
NOT APPROVED AS TO FORM**

By: Karen S. James
Legal Services Department

Exhibit A

TRAVEL AND EXPENSE REIMBURSEMENT

HPG will reference and adhere to CUSTOMER's Employee Travel and Business Expense Reimbursement Policy, No. FIN-IM-160

EXHIBIT "B"
Insurance

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

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

1. Workers' Compensation and Employers Liability Insurance:

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

2. General Liability Insurance:

- (a) Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- (b) Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If HPG maintains higher limits than the specified minimum limits, CUSTOMER requires and shall be entitled to coverage for the higher limits maintained by HPG.
- (c) If HPG has no Owned automobiles, the General Liability policy shall include Non-Owned and Hired Automobile Liability in the amount of \$1,000,000 combined single limit per accident.
- (d) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CUSTOMER. HPG is responsible for any deductible or

self-insured retention and shall fund it upon CUSTOMER's written request, regardless of whether HPG has a claim against the insurance or is named as a party in any action involving CUSTOMER.

- (e) CUSTOMER shall be named as an additional insured for liability arising out of operations by or on behalf of HPG in the performance of this Agreement. See section 6 below for full Additional Insured wording.
- (f) The insurance provided to CUSTOMER as an additional insured shall be primary to and non-contributory with any insurance or self-insurance program maintained by CUSTOMER.
- (g) The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- (h) The policy shall cover inter-insured suits between CUSTOMER and HPG and include a "separation of insureds" or "severability" clause, which treats each insured separately.
- (i) Required Evidence of Insurance: (i) Copy of the additional insured endorsement or policy language granting additional insured status; and (ii) Certificate of Insurance.

3. Automobile Liability Insurance:

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

4. Professional Liability Insurance (Errors and Omissions):

- (a) Professional Liability Insurance (Errors and Omissions) appropriate to HPG's profession.
- (b) Minimum Limits: \$1,000,000 per Occurrence or Claim; \$3,000,000 Annual Aggregate. If HPG maintains higher limits than the specified minimum limits, CUSTOMER requires and shall be entitled to coverage for the higher limits maintained by HPG.
- (c) Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CUSTOMER. HPG is responsible for any deductible or self-insured retention and shall fund it upon CUSTOMER's written request,

regardless of whether HPG has a claim against the insurance or is named as a party in any action involving CUSTOMER.

- (d) Required Evidence of Coverage: Certificate of Insurance.
5. Standards for Insurance Companies: Insurers shall have an A.M. Best's rating of at least A;VII.
6. Additional Insured Wording: "**Kern County Hospital Authority, its officers, officials, employees and volunteers**" are to be named as Additional Insureds as per each section where noted above.
7. Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- (a) The Retroactive Date must be shown and must be before the Effective Date of the Agreement or the beginning of contract work.
 - (b) Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract work*.
 - (c) If coverage is canceled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, HPG must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of the contract work.
8. Documentation:
- (a) The Certificate of Insurance must include the following reference: "Agreement for Professional Services – Master Facility Plan."
 - (b) All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. HPG agrees to maintain current Evidence of Insurance on file with CUSTOMER for the entire term of this Agreement and any additional periods if specified in sections 1, 2, 3 or 4 above.
 - (c) The name and address for the Certificates of Insurance and Additional Insured endorsements is: Kern County Hospital Authority, c/o Kern Medical Center, 1700 Mount Vernon Avenue, Bakersfield, California 93306.
 - (d) Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least 10 days before expiration or other termination of the existing policy.
 - (e) HPG shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.
 - (f) Upon written request, certified copies of required insurance policies must be provided to CUSTOMER within 30 days.
9. Policy Obligations: HPG's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. Primary Coverage: For any claims related to this Agreement, HPG's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects CUSTOMER, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSTOMER, its officers, directors, officials, employees, or volunteers shall be excess of HPG's insurance and shall not contribute with it.
11. Waiver of Subrogation: HPG hereby grants to CUSTOMER a waiver of any right to subrogation, which any insurer of said HPG may acquire against CUSTOMER by virtue of the payment of any loss under such insurance. HPG agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CUSTOMER has received a waiver of subrogation endorsement from the insurer.
12. Material Breach: If HPG fails to maintain the insurance required by this Agreement, it shall be deemed a material breach of this Agreement. CUSTOMER, at its sole option, may terminate this Agreement and obtain damages from HPG resulting from said breach. Alternatively, CUSTOMER may purchase the required insurance, and without further notice to HPG, CUSTOMER may deduct from sums due to HPG any premium costs advanced by CUSTOMER for such insurance. These remedies shall be in addition to any other remedies available to CUSTOMER.

[Intentionally left blank]

EXHIBIT “C” BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**BAA**”) is entered into by and between the Kern County Hospital Authority on behalf of Kern Medical Center (“**Covered Entity**”) and Healthcare Performance Group, Inc. (“**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”), effective as of effective date of the underlying agreement (the “**Effective Date**”).

RECITALS

WHEREAS, Covered Entity is a “Covered Entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, (“**HIPAA**”), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”), including, without limitation, the regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“**HIPAA Rules**”);

WHEREAS, Business Associate performs Services for or on behalf of Covered Entity, and in performing said Services, Business Associate creates, receives, maintains, or transmits Protected Health Information (“**PHI**”);

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI Disclosed by Covered Entity to Business Associate, or received or created by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) (the “**HITECH Act**”) and its implementing regulations and guidance issued by the Secretary; and

WHEREAS, the Privacy and Security Rules (defined below) require Covered Entity and Business Associate to enter into a BAA that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 “**Breach**” shall have the meaning given under [45 C.F.R. § 164.402](#).
- 1.2 “**Breach Notification Rule**” shall mean the Breach Notification for Unsecured Protected Health Information interim final rule at 45 C.F.R. Parts 160 and 164, Subpart D, as may be amended from time to time.
- 1.3 “**Designated Record Set**” shall have the meaning given such term under [45 C.F.R. § 164.501](#).
- 1.4 “**Disclose**” and “**Disclosure**” mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in [45 C.F.R. § 160.103](#).

1.5 “**Electronic PHI**” or “**e-PHI**” means PHI that is transmitted or maintained in electronic media, as set forth in [45 C.F.R. § 160.103](#).

1.6 “**Protected Health Information**” and “**PHI**” mean any information created, received or maintained by Business Associate on behalf of Covered Entity, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) shall have the meaning given to such term under the Privacy Rule at [45 C.F.R. § 160.103](#). Protected Health Information includes e-PHI.

1.7 “**Privacy Rule**” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended from time to time.

1.8 “**Security Rule**” shall mean the Security Standards at 45 C.F.R. Parts 160 and 164, Subparts A and C, as may be amended from time to time.

1.9 “**Services**” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to any service agreement(s) between Covered Entity and Business Associate which may be in effect now or from time to time (the “**Underlying Agreement**”), or, if no such agreements are in effect, then the services or functions performed by Business Associate that constitute a Business Associate relationship, as set forth in [45 C.F.R. § 160.103](#).

1.10 “**Subcontractor**” shall have the meaning given to such term under [45 C.F.R. § 160.103](#).

1.11 “**Unsecured PHI**” shall have the meaning given to such term under [42 U.S.C. § 17932\(h\)](#), [45 C.F.R. § 164.402](#), and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.12 “**Use**” or “**Uses**” mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in [45 C.F.R. § 160.103](#).

1.13 “**Workforce**” shall have the meaning given to such term under [45 C.F.R. § 160.103](#)

Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in HIPAA or the HITECH Act, as applicable.

ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the Privacy Rule if so Used or Disclosed by Covered Entity, except that Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will

hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached. Business Associate may perform Services, including Data Aggregation for the Health Care Operations purposes of Covered Entity and de-identification of PHI in accordance with 45 C.F.R. § 164.514, if required by any Underlying Agreement or with the advance written permission of Covered Entity.

2.2 Adequate Safeguards of PHI. Business Associate shall implement and maintain appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of Covered Entity and shall comply with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.3 Reporting Non-Permitted Use or Disclosure.

2.3.1 Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than twenty-four (24) hours after becoming aware of such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Notwithstanding the foregoing, Business Associate and Covered Entity acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and Covered Entity acknowledges and agrees that no additional notification to Covered Entity of such ineffective Security Incidents is required, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI and shall provide a summary of its investigation and risk assessment to Covered Entity. Business Associate shall document and retain records of its investigation of any suspected Breach, including its reports to Covered Entity under this Section 2.3.1. Business Associate shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such Security Incident or non-permitted disclosure. If Business Associate or Covered Entity, in its review of this initial report, determines that such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.3.2 below.

2.3.2 Breach of Unsecured PHI. If Business Associate or Covered Entity determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than five (5) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HIPAA Rules with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media. Business Associate shall reimburse Covered Entity for its reasonable and actual costs and expenses in providing the notification, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, and costs of mitigating the harm (which may include the costs of obtaining credit monitoring services and identity theft insurance) for affected individuals whose PHI has or may have been compromised as a result of the Breach.

2.3.3 Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Sections 2.3.1 and 2.3.2, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under applicable state security breach notification laws ("State Breach") to notify the individuals who are the subject of the information. Business Associate agrees to: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by a state agency or Attorney General; (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency to notify individuals impacted or potentially impacted by a State Breach.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 Use of Subcontractors. Business Associate shall require each of its Subcontractors that creates, maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors substantially the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.6 Access to Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying, or to an Individual to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format agreed to by Covered Entity to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within five (5) days of receipt of a request for access to PHI from an Individual.

2.7 Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) days of a request by Covered Entity, Business Associate shall amend the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of receipt of a request for amendment of PHI from an Individual.

2.8 Accounting. Within thirty (30) days of receipt of a request from Covered Entity or an Individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within five (5) days of receipt of a request by an Individual or other requesting party for an accounting of disclosures of PHI from an Individual.

2.9 Delegated Responsibilities. To the extent that Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply

with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.10 Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity promptly available for inspection and copying to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the HIPAA Rules. In addition, Business Associate agrees that Covered Entity shall have the right to audit and monitor all applicable activities and records of Business Associate to determine Business Associate's compliance with the HIPAA Rules and shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI provided, created, received, maintained or transmitted by Business Associate on behalf of Covered Entity for such purpose.

2.11 Minimum Necessary. Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

2.12 Acknowledgement. Business Associate acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA, the HITECH Act, and the HIPAA Rules. Business Associate shall comply with all applicable state privacy and security laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity's Obligations.

3.1.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

3.1.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

3.1.3 In the event Covered Entity agrees with an Individual to any restrictions on Use or Disclosure of PHI pursuant to 45 C.F.R. § 164.522(a) or if Covered Entity determines that it is obligated to accommodate a reasonable request of an Individual to receive communications of PHI pursuant to 45 C.F.R. § 164.522(b), Covered Entity promptly shall notify Business Associate of the same, as well as any revocation or modification of the same, and Business Associate thereupon shall observe such restriction or accommodation (or revocation or modification, if any, thereof) to the extent applicable to its Use or Disclosure of PHI hereunder, notwithstanding any other provision hereof, except as otherwise required by law.

3.1.4 Covered Entity agrees to obtain any consent or authorization that may be required under HIPAA or any other applicable law and/or regulation prior to furnishing Business Associate with PHI.

3.1.5 Covered Entity shall not request Business Associate to make any Use or Disclosure of PHI that would not be permitted under HIPAA if made by Covered Entity. Covered Entity agrees to fulfill its obligations under this BAA in a timely manner.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Section 4.1, the term of this BAA shall be the term of any Underlying Agreement.

4.2 Termination of Underlying Agreement.

4.2.1 A breach by Business Associate of any provision of this BAA, as determined by Covered Entity, shall constitute a material breach of the Underlying Agreement and shall provide grounds for immediate termination of the Underlying Agreement, any provision in the Underlying Agreement to the contrary notwithstanding.

4.2.2 Covered Entity may terminate the Underlying Agreement, effective immediately, if: (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Rules or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

4.3 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

4.3.1 Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity may terminate this BAA and any Underlying Agreement upon thirty (30) calendar days written notice to Business Associate; or

4.3.2 Upon thirty (30) calendar day written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured.

4.4 Disposition of Protected Health Information Upon Termination or Expiration.

4.4.1 Upon termination or expiration of this BAA, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a mutually agreed upon format and timeframe.

4.4.2 If return or destruction is not feasible, Business Associate shall: (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those

purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Sections 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE V MISCELLANEOUS

5.1 Regulatory References. A reference in this BAA to a section or other part of HIPAA, the HIPAA Rules, or the HITECH Act means, as of any point in time, the section or part as it may be amended or in effect at such time.

5.2 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as necessary for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Rules, or the HITECH Act.

5.3 Relationship to Underlying Agreement Provisions. In the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement.

5.4 Headings. The headings of the paragraphs and sections of this BAA are inserted solely for convenience of reference and are not a part or intended to govern, limit or aid in the construction of any term or provision hereof.

5.5 Equitable Relief. Business Associate understands and acknowledges that any Disclosure or misappropriation of any PHI in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further Disclosure or Breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

5.6 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security or privacy obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.7 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any Subcontractors or members of its Workforce assisting Business Associate in the performance of its obligations under this BAA available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claim of violation of the HIPAA or other applicable laws relating to privacy or security.

5.8 Indemnification. Notwithstanding anything to the contrary which may be contained in any Underlying Agreement, including but not limited to any limitations on liability contained therein, Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its respective officers, directors, managers, members, employees and agents from and against any and all losses, damages, fines, penalties, claims or causes of action and associated expenses (including, without limitation, costs of judgments, settlements, court costs and attorney's fees) resulting from Business Associate's (including its employees, directors, officers, agents, or other members of its Workforce, and its Subcontractors) breach of PHI or violation of the terms of this BAA, including but not limited to failure of Business Associate to perform its obligations under this BAA, or to comply with HIPAA or applicable state privacy or security law.

5.9 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.10 Notice of Request or Subpoena for Data. Business Associate agrees to notify Covered Entity promptly, but no later than five (5) business days after Business Associate's receipt of any request or subpoena for PHI or an accounting thereof. Business Associate shall promptly comply with Covered Entity's instructions for responding to any such request or subpoena, unless such Covered Entity instructions would prejudice Business Associate. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to reasonably cooperate with Covered Entity in such challenge. The provisions of this Section shall survive the termination of this BAA.

5.11 Requests from Secretary. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any inquiry by the Secretary concerning any actual or alleged violation of the Privacy Rule or the Security Rule.

5.12 Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this BAA, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

Covered Entity's Notice Address:

Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, CA 93306
Attn: Chief Executive Officer

Business Associate's Notice Address:

Healthcare Performance Group, Inc.
23419 W 215th Street
Spring Hill, KS 66083
Attn:

5.13 Relationship of Parties. Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent Consultant and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

5.14 Survival. To the extent that Business Associate retains PHI, the respective rights and obligations of the Parties set forth in Sections 2.3, 4.4, 5.8, and 5.10 of this BAA shall survive the termination, expiration, cancellation, or other conclusion of the BAA or any Underlying Agreement.

5.15 Interpretation. Any ambiguity in this BAA shall be interpreted to permit the Parties to comply with HIPAA, the HITECH Act, and the HIPAA Rules.

5.16 Governing Law; Applicable Law and Venue. This BAA shall be construed in accordance with the laws of the State of California applicable to agreements made and to be performed in such state. Any dispute between the Parties shall be brought before the Superior Court of Kern County, California, which shall have jurisdiction over all such claims.

5.17 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other term or condition hereof.

5.18 Assignment and Delegation. Neither this BAA nor any of the rights or duties under this BAA may be assigned or delegated by either Party hereto.

5.19 Disclaimer. Neither Party represents or warrants that compliance by the other Party with this BAA, HIPAA, the HIPAA Rules, or the HITECH Act will be adequate or satisfactory for the other Party's own purposes. Each Party is solely responsible for its own decisions regarding the safeguarding of PHI.

5.20 Certification. To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or Consultants may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures, and records, as may be necessary for such agents or Consultants to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HIPAA Rules, the HITECH Act, or this BAA.

5.21 Counterparts. This BAA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on both Parties hereto.

Schedule "A-1"

Kern Medical (CUSTOMER) and Healthcare Performance Group, (HPG), wish to attach this Schedule as an addendum to the Agreement between the parties in order to define the services to be provided by HPG to CUSTOMER.

Project Background

CUSTOMER has licensed the Millennium clinical applications from Cerner Corporation and is in the process of implementing and supporting these applications. CUSTOMER requires additional support in the capacity of HPG Upgrade Services. Key responsibilities of this project engagement are as follows:

- ◆ Assist Customer with its Cerner Millennium Code Upgrade covering the following applications and associated applications:
 - ◇ Acute Case Management
 - ◇ Anesthesia Management
 - ◇ Behavioral Health
 - ◇ Cerner Direct
 - ◇ Cerner HIM (ProFile)
 - ◇ Cerner Provision Document Imaging (CPDI) - Test Only
 - ◇ Cerner Patient Accounting
 - ◇ Charge Services
 - ◇ Clinical Reporting/RRD
 - ◇ Cerner Supply Chain
 - ◇ Digital Objects
 - ◇ Eligibility Management
 - ◇ Enterprise Person Management Index
 - ◇ ePrescribe/EPCS
 - ◇ FetaLink (testing only; dependent on code activation timeline)
 - ◇ FirstNet
 - ◇ ED Launch Point (testing only, dependent on code activation timeline)
 - ◇ Infection Control
 - ◇ Interfaces (5)
 - ◇ MPages (Cerner Standard)
 - ◇ Millennium Mobile
 - ◇ Nursing Documentation
 - ◇ Operation jobs (test only)
 - ◇ PathNet (GL, Micro, BB, Outreach, AP) - Blood Bank Validation is not included
 - ◇ PharmNet Inpatient
 - ◇ Physician Documentation
 - ◇ PowerChart Ambulatory
 - ◇ PowerChart Inpatient
 - ◇ PowerChart Maternity
 - ◇ PowerChart Oncology
 - ◇ PowerOrders
 - ◇ RadNet
 - ◇ Referral Management
 - ◇ Registration Management
 - ◇ Scheduling Management
 - ◇ SurgiNet
- ◆ Provide Project Management to work closely with Executive Leadership and Customer Application Team to ensure proper coordination and execution of tasks within designated timelines
- ◆ Testing and validation of the Customer's Cerner Millennium functionality will be a like-for-like of applications currently installed into the Production Domain. Testing and validation of any new functionality to be implemented is not included within the scope of this work.
- ◆ Roles and Responsibilities for engagement of resources are outlined in the attached [Appendix](#)

Engagement Scope and Approach

HPG will provide Project Management Services and Consulting Services for the code upgrade. HPG Upgrade Services will assist the CUSTOMER in the project as described above and will report to Mr. Reynaldo Lopez. HPG team will begin this engagement starting on or around **July 12, 2021** and provide services on a continuous, ongoing basis until project completion. CUSTOMER may wish to extend these services and will provide written notification and professional services are estimated and agreed upon for extension.



Fees, Timing and Payment

RESOURCE	RATE	COST
<p>Project Management</p> <ul style="list-style-type: none"> ◆ Management of Upgrade Processes, project plans, and deliverables ◆ Coordinate all events and resource needs ◆ Coordinate and provide management over technical calls with Cerner ◆ Document and evaluate all service requests with Cerner ◆ Gap analysis between current code and upgrade code ◆ Provide documentation for Communication Plan, Learning Plans, provide guidance on Post Go-Live Stabilization Plan ◆ Provide Routine Dashboard of Status Reporting ◆ Complete Non-Prod Pre-Work - Build, Troubleshooting, and Planning <ul style="list-style-type: none"> ◇ Domain strategy ◇ Address any build steps that need to be taken applicable to the organizational workflows ◇ Identification of CRs ◇ Total duration of upgrade is dependent upon Customer availability and commitment <p>Application Support</p> <ul style="list-style-type: none"> ◆ Cerner Millennium upgrade support for like-for-like applications ◆ Test script development utilizing HPG standard and Customer's workflow scenarios <ul style="list-style-type: none"> ◇ Complete a 4-week Unit and Integration Testing event for all areas ◆ Conduct Post-Testing Event Troubleshooting ◆ Provide Quick Wins (5) Agreed Upon by CUSTOMER and HPG ◆ Provide Go-Live Support (2 days) 	-	\$180,000
PROFESSIONAL SERVICE FEES - STANDARD PACKAGE		\$180,000
CCL Support: CCL and/or Custom Rules will be estimated for work efforts upon CUSTOMER request.	Good Faith Estimate @ \$136/hr	
Additional Integration Testing Event (IT#2): Kern IT Team will be responsible for all testing of applications. The HPG Team will be responsible for all issue tracking and issue resolution.	Application Support @ \$136/hr PM@ \$160/hr	Not-to-exceed amount of \$20,000
ADD-ON SUPPORT		\$20,000
TOTAL PROFESSIONAL SERVICE FEES WITH ADD-ON SUPPORT		*\$200,000

Fees, Timing and Payment

STANDARD UPGRADE PACKAGE:

The fee for Standard Upgrade Services. Invoices for the fee will be prepared and payments are due as follows: Invoices will be due upon receipt.

1. First initial payment due at Project Kick-off - 25%
2. Second payment due 30 days post Project Kickoff - 25%
3. Third payment due 60 days post Project Kickoff - 25%
4. Final payment due upon completion of Go-Live or no later than December 31, 2021, whichever date occurs first - final remaining balance due

ADD-ON SUPPORT:

- ◆ The add-on professional service fees will be billed by the hour at the rates indicated above and will be billed biweekly.
- ◆ Additional hours will require an addendum for extension. CUSTOMER agrees to pay any travel expenses. Any travel and living required, and out of pocket expenses in accordance with Schedule I, will be invoiced biweekly.
- ◆ The Invoice will be sent to the attention of Brenda Reed, at Brenda.Reed@KernMedical.com and Accounts Payable at accounts.payable@kernmedical.com
- ◆ Payment is expected by either () electronic payment* or by (X) check and is due within 30 days of the Invoice Date. HPG does not accept credit card payments.

CANCELATION & POSTPONEMENT:

The following charges apply upon cancellation of the Standard Upgrade Services Agreement.

- ◆ Cancellation within 30 days of execution of agreement: 40% of total investment is payable plus any disbursement or other expenses incurred by HPG
- ◆ Cancellation within 60 days of execution of agreement: 80% of total investment is payable plus any disbursement or other expenses incurred by HPG
- ◆ Cancellation within 61+ days of execution of agreement: 100% of total investment is payable plus any disbursement or other expenses incurred by HPG

NON-SOLICIT AGREEMENT:

Each party agrees not to solicit the other's employees or subcontractors during the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, whichever comes first. If either becomes aware of an agreement outside of the terms set herein, such party will be entitled to fees equal to Twenty-Five Percent (25%) of the fees/salary for one year of the other party's subcontractor/employee relationship. Notwithstanding the foregoing, the parties agree that CUSTOMER may hire former HPG employee Maria Negrete without breach of this Agreement or payment of any fees or salary to HPG.

All other terms and conditions of the original Master Agreement remain unchanged.

ACCEPTED by: Russell E. Bigler

CUSTOMER:

SIGNATURE: _____

DATE: 07/14/21

HPG:

SIGNATURE: _____

DATE: 7/7/2021 | 6:18 PM CDT

DocuSigned by:
Andy Flynn
E57397065A2E4AA...

***ABA routing number: 101100045; *Account number: 005048626030; Address: Healthcare Performance Group, Inc., P.O. Box 588, Spring Hill, KS 66083**





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

July 14, 2021

Subject: Proposed Amendment to Agreement 496-2016 with UKG Inc.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests the Board approve the attached proposed Amendment to Agreement with UKG Inc. (formally known as Ultimate or UltiPro), for the provision of payroll and human resource information systems (HRIS). Specifically, UKG provides core payroll and HR services, onboarding and recruiting services, and reporting and business analytics services. UKG is a well-known, widely-used provider of HRIS and payroll services and is ranked No. 2 as a Fortune 100 Best Companies to Work For (2020).

The Amendment extends the term for a period of 24 months beginning on August 2, 2021 and ending on August 1, 2023. During the extended term of the Agreement, UKG agrees not to increase subscription fees. The maximum payable over the 24 months will not exceed \$975,000 per annum.

The Agreement contains nonstandard terms and cannot be approved as to form by Counsel due to (1) the inability of Kern Medical to terminate the Agreement during the renewal term, and (2) the automatic renewal provision for successive renewal terms. Efforts were made to negotiate these nonstandard terms to no avail. This product provides a critical function for which there is no current alternative, and Kern Medical believes the benefit outweighs the risk of moving forward with the Amendment, despite the nonstandard terms.

Therefore, it is recommended that your Board approve the Amendment to Agreement 496-2016 with UKG Inc. from August 2, 2021 to August 1, 2023, in an amount not to exceed \$975,000 per annum, and authorize the Chairman to sign.



Effective Date: July 14, 2021
Customer: Kern County Hospital Authority
AR#: KER1002
UKG Representative: Tyson Favaloro
UKG Division: Enterprise West

Re: Amendment to the Agreement (“Amendment”) between UKG Inc. (formerly known as The Ultimate Software Group, Inc.) and Customer

The parties have agreed to amend the Agreement as follows:

1. The term of the UltiPro Agreement shall be extended for a term of twenty-four (24) months from August 2, 2021 through August 1, 2023 (“Renewal Term”). Thereafter, the UltiPro Agreement shall automatically renew for successive renewal terms of one (1) year each. Customer may not terminate the UltiPro Agreement during this Renewal Term except as set forth below. Customer may terminate the UltiPro Agreement after the Renewal Term by serving written notice of its intention at least ninety (90) days prior to the date of next such renewal period. Either party shall have the right to terminate the UltiPro Agreement upon thirty (30) days prior written notice upon any breach hereof by the other party, provided the breach shall not have cured such breach during such thirty (30) day period.
2. During the Renewal Term, UKG shall not increase the Subscription Fees attributable to the Agreement and thereafter, any increase shall not exceed five percent (5%) per annum.
3. Due to organic growth, Customer is adding 900 Compensated Employees to the current minimum of 1,000 Compensated Employees. As a result, commencing on August 2, 2021, the parties agree that the monthly Subscription Fees pursuant to the Agreement, shall be calculated based upon a minimum of 1,900 Compensated Employees.
4. The Subscription Fees for all Compensated Employees, including the additional 900 Compensated Employees shall be due and payable pursuant to the Agreement (subject to increases as set forth in the Agreement).
5. Additional services (including UltiPro Launch and consulting services) shall be provided for a flat fee that shall be quoted to Customer. Said services will not be provided without a work order executed by both parties.
6. At the commencement of the Renewal Term, subject to the minimums as set forth in the Agreement, payment for the services as set forth in the Agreement, payment for the services from August 2, 2021 through August 1, 2023 only, shall not exceed Nine Hundred and Seventy-Five Thousand Dollars (\$975,000.00) per annum.

This Amendment is subject to the terms and conditions of that certain UltiPro Agreement between the parties with an effective date of April 18, 2016 along with various addenda, supplements, amendments, etc. to same (hereinafter collectively referred to as the "Agreement"). All other terms and conditions of the UltiPro Agreement are reaffirmed and remain unchanged by this Amendment. In the event of a conflict between the terms of this Amendment and the UltiPro Agreement, the terms of this Amendment will govern.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Amendment but all counterparts together, shall constitute one and the same instrument. Each counterpart may be executed by electronic signature or manual signature. Delivery of an executed counterpart of this Amendment by Telecopier or facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

KERN COUNTY HOSPITAL AUTHORITY

UKG INC.

By:

By:

Name: Russell E. Bigler

Name:

Title: Chairman, Board of Governors

Title:

Date:

Date:

APPROVED AS TO CONTENT:

By:

Date:

Russell V. Judd
Chief Executive Officer

REVIEWD ONLY
NOT APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By: *Karen S. James*
Vice President & General Counsel
Kern County Hospital Authority

Date: 07/09/2021



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

July 14, 2021

Subject: Proposed Agreement with Jeffrey L. Huffman, M.D.

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical requests your Board approve an agreement with Jeffrey L. Huffman, M.D., for professional medical services in the Department of Surgery, from July 31, 2021 through August 1, 2026, in an amount not to exceed \$4,088,000.

Before coming to Kern Medical, Dr. Huffman was an active staff physician at Adventist Health Bakersfield and Keck Medical Center, University of Southern California.

Dr. Huffman is a board-certified urologist and has an Academic Appointment at Keck School of Medicine, Department of Urology, University of Southern California. He received his Master in Healthcare Administration from University of Southern California and Doctorate of Medicine at Loyola University, Stritch School of Medicine.

Dr. Huffman has received many awards including the US Air Force, Meritorious Service Presidential Award. He has numerous publications, as well as research experience covering a wide range of topics in the field of urology.

Dr. Huffman's annual salary is calculated based on the current Medical Group Management Association Physician Compensation and Production Survey for specialty and represents reasonable fair market value compensation for the services provided. Dr. Huffman's compensation is comprised of (i) a base salary for teaching and administrative duties; (ii) payment for care of KMC patients; (iii) maintaining a median level (50th percentile) of worked relative value units; (iv) and weekday and weekend call coverage. Dr. Huffman will receive benefits to include eligibility to participate in the physicians' pension plan, healthcare coverage, vacation and sick leave, education days and CME reimbursement, and the option to elect voluntary benefits at no cost to Kern Medical.

Therefore, it is recommended that your Board approve the Agreement with Jeffrey L. Huffman, M.D., for professional medical services in the Department of Surgery, for the period July 31, 2021 through August 1, 2026, in an amount not to exceed \$4,088,000, and authorize the Chairman to sign.

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE
(Kern County Hospital Authority – Jeffrey L. Huffman, M.D.)**

This Agreement is made and entered into this ____ day of _____, 2021, between the Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Jeffrey L. Huffman, M.D. (“Physician”).

**I.
RECITALS**

(a) Authority is authorized, pursuant to section 101852 of Part 4 of Division 101 of the Health and Safety Code, to contract for special services with individuals specially trained, experienced, expert, and competent to perform those services; and

(b) Authority requires the assistance of Physician to provide professional medical services in the Department of Surgery at KMC (the “Department”), as such services are unavailable from Authority resources, and Physician desires to accept employment on the terms and conditions set forth in this Agreement; and

(c) Physician has special training, knowledge and experience to provide such services; and

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

**II.
TERMS AND CONDITIONS**

1. **Term.** The initial term of this Agreement (“Initial Term”) shall be for a period of five (5) years, commencing as of July 31, 2021 (the “Commencement Date”). 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.

2. **Employment.** Authority hereby employs Physician for the practice of medicine in the care and treatment of patients at KMC, or at such other clinic sites as KMC may designate (collectively referred to as the “Practice Sites”). It is expressly understood and agreed that KMC shall have reasonable discretion to consolidate and relocate clinics operated by Authority and to re-designate Practice Sites served by Physician from time to time. Physician shall be subject to Authority’s employment policies, directives, rules and regulations as promulgated by Authority from time to time, including, but not limited to, those pertaining to employees.

3. **Representations and Warranties.** Physician represents and warrants to Authority and KMC, upon execution and throughout the Term of this Agreement, as follows: (i) Physician is not bound by any agreement or arrangement which would preclude Physician from entering into, or from fully performing the services required under this Agreement; (ii) Physician's license to practice medicine in the state of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to the terms of probation or other restriction; (iii) Physician's medical staff privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; (iv) Physician holds a valid Controlled Substance Registration Certificate issued by the Drug Enforcement Administration that has never been revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (v) Physician is not currently and has never been an Ineligible Person¹; (vi) Physician is not currently the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; and (vii) Physician has, and shall maintain throughout the Term of this Agreement, an unrestricted license to practice medicine in the state of California and staff membership and privileges at KMC.

4. **Obligations of Physician.**

4.1 **Services.** Physician shall engage in the practice of medicine on a full-time basis exclusively as an exempt employee of Authority. Physician shall render those services set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

4.2 **Use of Premises.** Physician shall use the Practice Sites as designated by Authority or KMC exclusively for the practice of medicine in the care and treatment of patients and shall comply with all applicable federal, state, and local laws, rules and regulations related thereto.

4.3 **Qualifications.**

4.3.1 **Licensure.** Physician shall maintain a current valid license to practice medicine in the state of California at all times during the Term of this Agreement.

4.3.2 **Board Certification.** Physician shall be board certified by the American Board of Urology in urology-general and maintain such certification at all times during the Term of this Agreement.

4.3.3 **Medical Staff Status.** Physician shall at all times during the Term of this Agreement be a member in good standing of the KMC medical staff with "active" staff status and hold all clinical privileges on the active medical staff appropriate to the discharge of his obligations under this Agreement.

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

4.3.4 TJC and ACGME Compliance. Physician shall observe and comply with all applicable standards and recommendations of The Joint Commission and Accreditation Council for Graduate Medical Education.

4.4 Loss or Limitation. Physician shall notify KMC in writing as soon as possible (but in any event within three (3) business days) after any of the following events occur: (i) Physician's license to practice medicine in the state of California lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (ii) Physician's medical staff privileges at KMC or any other health care facility are denied, suspended, revoked, terminated, relinquished under threat of disciplinary action or made subject to terms of probation or other restriction; (iii) Physician's Controlled Substance Registration Certificate issued by the Drug Enforcement Administration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way; (iv) Physician becomes debarred, excluded, or suspended, or if any other event occurs that makes Physician an Ineligible Person; (v) Physician becomes the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body; or (vi) an event occurs that substantially interrupts all or a portion of Physician's professional practice or that materially adversely affects Physician's ability to perform Physician's obligations hereunder.

4.5 Standards of Medical Practice. The standards of medical practice and professional duties of Physician at designated Practice Sites shall be in accordance with the KMC medical staff bylaws, rules, regulations, and policies, the standards for physicians established by the state Department of Public Health and all other state and federal laws and regulations relating to the licensure and practice of physicians, and The Joint Commission.

4.6 Managed Care Contracting. Physician shall cooperate in all reasonable respects necessary to facilitate KMC's entry into or maintenance of any third-party payer arrangements for the provision of services under any other public or private health and/or hospital care programs, including but not limited to insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations. To enable KMC to participate in any third-party payer arrangements, Physician shall, upon request: (i) enroll as a provider (if required by the third-party payer), separate from KMC, with any third-party payer or intermediate organization (including any independent practice association) (each, a "Managed Care Organization") designated by KMC for the provision of professional services to patients covered by such Managed Care Organization; (ii) enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of professional services to patients covered by such Managed Care Organization; and/or (iii) enter into a written agreement with KMC regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of professional services to patients covered by such Managed Care Organization.

4.7 Authorization to Release Information. Physician hereby authorizes Managed Care Organizations, government programs, hospitals and other third parties to release to KMC and its agents any information requested by KMC or its agents from time to time relating to Physician's professional qualifications or competency. Physician agrees to execute the Authorization to Release Information in the form set forth in Exhibit "B," attached hereto and

incorporated herein by this reference, and to execute all other documents required by KMC from time to time and to otherwise fully cooperate with KMC to enable KMC and its agents to obtain such information from third parties.

4.8 Medical Records. Physician shall cause a complete medical record to be timely prepared and maintained for each patient seen by Physician. This record shall be prepared in compliance with all state and federal regulations, standards of The Joint Commission, and the KMC medical staff bylaws, rules, regulations, and policies. Documentation by Physician shall conform to the requirements for evaluation and management (E/M) services billed by teaching physicians set forth in the Medicare Carriers Manual, Part 3, sections 15016-15018, inclusive. All patient medical records of Practice Sites, including without limitation, patient medical records generated during the Term of this Agreement, shall be the property of KMC subject to the rights of the respective patients. Upon the expiration or termination of this Agreement by either party for any reason, KMC shall retain custody and control of such patient medical records.

4.9 Physician Private Practice. Physician understands and agrees that he shall not enter into any other physician employment contract or otherwise engage in the private practice of medicine or provide similar services to other organizations, directly or indirectly, during the Term of this Agreement or any extensions thereof.

4.10 Proprietary Information. Physician acknowledges that during the Term of this Agreement Physician will have contacts with and develop and service KMC patients and referring sources of business of KMC. In all of Physician's activities, Physician, through the nature of his work, will have access to and will acquire confidential information related to the business and operations of KMC, including, without limiting the generality of the foregoing, patient lists and confidential information relating to processes, plans, methods of doing business and special needs of referring doctors and patients. Physician acknowledges that all such information is solely the property of KMC and constitutes proprietary and confidential information of KMC; and the disclosure thereof would cause substantial loss to the goodwill of KMC; and that disclosure to Physician is being made only because of the position of trust and confidence that Physician will occupy. Physician covenants that, except as required by law, Physician will not, at any time during the Term of this Agreement or any time thereafter, disclose to any person, hospital, firm, partnership, entity or organization (except when authorized in writing by KMC) any information whatsoever pertaining to the business or operations of KMC, any affiliate thereof or of any other physician employed by KMC, including without limitation, any of the kinds of information described in this paragraph.

4.11 Physician Covenants. Physician covenants that from the Commencement Date and continuing throughout the Term of this Agreement, Physician, unless otherwise permitted by the written consent of Authority shall not, on Physician's own account or as an employee, landlord, lender, trustee, associate, consultant, partner, agent, principal, contractor, owner, officer, director, investor, member or stockholder of any other person, or in any other capacity, directly or indirectly, in whole or in part: (i) engage in any activities that are in competition with KMC, including the operation of any medical practice or offering of any medical services that are similar to services offered at the Practice Sites; (ii) solicit or encourage the resignation of any

employee of Authority or KMC with whom Physician had a working relationship during Physician's employment with Authority; (iii) solicit or divert patients with whom Physician had personal contact during such employment; or (iv) influence or attempt to influence any payer, provider or other person or entity to cease, reduce or alter any business relationship with Authority or KMC relating to the Practice Sites.

5. **Compensation Package.**

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

5.1.1 **Annual Salary.** Authority shall pay Physician an Annual Salary comprised of (i) a base salary for teaching and administrative duties and (ii) payment for care of KMC patients in the amount of \$750,000 per year,² to be paid as follows: Physician shall be paid \$28,846.15 biweekly not to exceed \$750,000 annually. Physician understands and agrees that (i) the Annual Salary set forth in this paragraph 5.1 is calculated based on the current Medical Group Management Association Physician Compensation and Production Survey ("MGMA Survey") for specialty and (ii) Physician will maintain a median level (50th percentile) of worked relative value units ("Worked RVU") based on the current MGMA Survey and fulfill all the duties set forth in Exhibit "A" during the Initial Term of this Agreement.

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

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

5.2 **Incentive Compensation.** Within 30 days following the end of each Employment Year, beginning from the Commencement Date, KMC will calculate the professional fee net collections (defined as actual cash received) for all professional services provided by Physician. Physician shall receive 25% of the professional fee net collections in excess of \$750,000, less all applicable federal and state taxes and withholdings, per Employment Year.

5.3 **Professional Fee Billing.**

5.3.1 **Assignment.** KMC shall have the exclusive right and authority to set, bill, collect and retain all fees, including professional fees, for all direct patient care services provided by Physician during the Term of this Agreement. All professional fees

² The Annual Salary paid to Physician is comprised of a base salary teaching and administrative duties in the amount of \$80,000 and payment for care of KMC patients in the amount of \$670,000 (MGMA 50th percentile with Worked RVU threshold of 7,518 = \$480,000; call coverage = \$190,000).

generated by Physician during the Term of this Agreement, including without limitation, both cash collections and accounts receivable, capitated risk pool fees, professional retainer fees, honoraria, professional consulting and teaching fees, and fees for expert testimony (but excluding Physician's private investment and nonprofessional income), will be the sole and exclusive property of KMC, whether received by KMC or by Physician and whether received during the Term of this Agreement or anytime thereafter. Physician hereby assigns all rights to said fees and accounts to KMC and shall execute all documents required from time to time by KMC and otherwise fully cooperate with KMC to enable KMC to collect fees and accounts from patients and third-party payers.

5.3.2 Remittance of Professional Fee Charges. Physician shall remit all professional fee charges to KMC within 45 days of the date direct patient care services are provided by Physician. Any professional fee charges not remitted by Physician to KMC within 45 days of the date of such service, or any charges for which relevant documentation has not been provided, will not be credited to Physician as Worked RVU.

5.4 Maximum Payable. The maximum compensation payable under this Agreement shall not exceed \$4,088,000 over the five-year Initial Term of this Agreement.

6. **Benefits Package.**

6.1 Retirement. Physician shall participate in the Kern County Hospital Authority Defined Contribution Plan for Physician Employees (the "Plan"), a qualified defined contribution pension plan, pursuant to the terms of the instrument under which the Plan has been established, as from time to time amended. Physician is not eligible to participate in any other retirement plan established by Authority for its employees, including but not limited to the Kern County Employees' Retirement Association, and this Agreement does not confer upon Physician any right to claim entitlement to benefits under any such retirement plan(s).

6.2 Health Care Coverage. Physician shall receive the same health benefits (medical, dental, prescription and vision coverage) as all eligible Authority employees. The employee share of cost is 20% of the current biweekly premium. Physician is eligible for coverage the first day of the biweekly payroll period coincident with or next following the day he completes one (1) month of continuous service. Physician's initial hire date is the initial opportunity to enroll in the health plan. Physician must work at least 40 hours per biweekly pay period to be eligible for coverage.

6.3 Holidays. Physician shall be entitled to paid holidays subject to Authority policy, as amended from time to time. Physician will not be paid for banked holidays upon termination of employment.

6.4 Vacation. Physician shall be credited with vacation leave of 9.23 hours for each pay period of service, for a maximum accrual of 240 hours per Employment Year. Total unused vacation leave accumulated will not exceed a maximum of 320 hours. No further vacation leave will accrue as long as Physician has the maximum number of hours credited. The Department Chair must approve all vacation leave in advance. Physician shall be paid for accrued and

unused vacation leave, if any, upon termination or expiration of this Agreement calculated at Physician's current hourly rate (i.e., current Annual Salary divided by 2080 hours = hourly rate). All payments made by Authority to Physician under this paragraph will be subject to all applicable federal and state taxes and withholding requirements.

6.5 Sick Leave. Physician shall be entitled to sick leave subject to Authority policy, as amended from time to time. Physician will not be paid for accrued and unused sick leave upon termination of employment.

6.6 Education Leave. Physician shall receive 80 hours paid education leave annually. The first 80 hours will accrue on the Commencement Date. On each successive Employment Year, if any, an additional 80 hours paid education leave will accrue. Education leave must be used within the year that it is accrued. Physician will not be paid for unused education leave upon termination of employment. The Department Chair must approve education leave in advance of use. Physician's participation in educational programs, services or other approved activities set forth herein shall be subordinate to Physician's obligations and duties under this Agreement.

6.7 CME Expense Reimbursement. Authority shall reimburse Physician for all approved reasonable and necessary expenditures related to continuing medical education in an amount not to exceed \$2,500 per Employment Year, payable in arrears, in accordance with Authority policy, as amended from time to time. This amount may not be accumulated or accrued and does not continue to the following Employment Year.

6.8 Flexible Spending Plan. Physician shall be eligible to participate in flexible spending plans to pay for dependent care, non-reimbursed medical expenses, and certain insurance premiums on a pre-tax basis through payroll deduction. This is a voluntary benefit that is paid by Physician if he elects to participate in the plan.

6.9 Attendance at Meetings. Physician shall be permitted to be absent from KMC during normal working days to attend professional meetings and to attend to such outside professional duties in the healthcare field as may be mutually agreed upon between Physician and the Department Chair. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and will not be considered vacation or education leave.

6.10 Unpaid Leave of Absence. Physician may take an unpaid leave of absence in accordance with Authority policies in effect at the time the leave is taken.

6.11 Social Security. Physician is exempt from payment of Social Security taxes as the Kern County Hospital Authority Defined Contribution Plan for Physician Employees is a qualified alternative to the insurance system established by the federal Social Security Act.

6.12 Deferred Compensation. Physician shall be eligible to participate in the Kern County Deferred Compensation Plan ("457 Plan") on a pre-tax basis. Physician shall make all contributions if he elects to participate in the 457 Plan.

6.13 **Disability Insurance.** Physician shall be eligible to purchase Long Term Disability or Short Term Disability insurance coverage through payroll deduction on a post-tax basis. This is a voluntary benefit that is paid by Physician if he elects to participate in the plan.

6.14 **Employee Assistance/Wellness Programs.** Physician shall be eligible to participate in any Authority-sponsored employee assistance and employee wellness programs.

6.15 **Limitation on Benefits.** Except as expressly stated herein, Physician shall receive no other benefits from Authority.

7. **Assignment.** Physician shall not assign or transfer this Agreement or his obligations hereunder or any part thereof. Physician shall not assign any money due or which becomes due to Physician under this Agreement without the prior written approval of Authority.

8. **Assistance in Litigation.** Upon request, Physician shall support and assist Authority as a consultant or expert witness in litigation to which Authority is a party.

9. **Authority to Incur Financial Obligation.** It is understood that Physician, in his performance of any and all duties under this Agreement, has no right, power or authority to bind Authority to any agreements or undertakings.

10. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

11. **Choice of Law/Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the state of California, with venue of any action relating to this Agreement in the County of Kern, state of California.

12. **Compliance with Law.** Physician shall observe and comply with all applicable Authority, local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

13. **Confidentiality.** Physician shall maintain confidentiality with respect to information that he receives in the course of his employment and not use or permit the use of or disclose any such information in connection with any activity or business to any person, firm or corporation whatsoever, unless such disclosure is required in response to a validly issued subpoena or other process of law or as required by Government Code section 6250 et seq. Upon completion of the Agreement, the provisions of this paragraph shall continue to survive.

14. **Conflict of Interest.** Physician covenants that he has no interest and that he will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law (Gov. Code, § 81000 et seq.) or that would otherwise conflict in any manner or degree with

the performance of his services hereunder. It is understood and agreed that if such a financial interest does exist at the inception of this Agreement, Authority may immediately terminate this Agreement by giving written notice thereof.

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

16. **Dispute Resolution.** In the event of any dispute involving the enforcement or interpretation of this Agreement or any of the rights or obligations arising hereunder, the parties shall first attempt to resolve their differences by mediation before a mediator of their mutual selection. If the parties are, after mutual good faith efforts, unable to resolve their differences by mediation, the dispute shall be submitted for trial before a privately compensated temporary judge appointed by the Kern County Superior Court pursuant to Article VI, section 21 of the California Constitution and Rules 3.810 through 3.830 of the California Rules of Court. All costs of any dispute resolution procedure shall be borne equally by the parties.

17. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to Authority is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

18. **Indemnification.** Authority shall assume liability for and indemnify and hold Physician harmless from any and all claims, losses, expenses, costs, actions, settlements, attorneys' fees and judgments incurred by Physician or for which Physician becomes liable, arising out of or related to services rendered or which a third party alleges should have been rendered by Physician pursuant to this Agreement. Authority's obligation under this paragraph shall extend from Physician's first date of service to Authority and shall survive termination or expiration of this Agreement to include all claims that allegedly arise out of services Physician rendered on behalf of Authority; provided, however, that the provisions of this paragraph shall not apply to any services rendered at any location other than Practice Sites without approval by the Kern County Hospital Authority Board of Governors and, provided further, that Authority shall have no duty or obligation to defend, indemnify, or hold Physician harmless for any conduct or misconduct found to be intentional, willful, grossly negligent, or criminal.

19. **Invalidity of a Portion.** Should a portion, section, paragraph, or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent state or federal agency, the balance of the Agreement shall remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe the Agreement in such a manner as will carry into force and effect the intent appearing herein.

20. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. **Non-appropriation.** Authority reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, Authority will be released from any further financial obligation to Physician, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Physician shall be given 30 days' prior written notice in the event that Authority requires such an action.

22. **Nondiscrimination.** No party to this Agreement shall discriminate on the basis of race, color, religion, sex, national origin, age, marital status or sexual orientation, ancestry, physical or mental disability, medical conditions, political affiliation, veteran's status, citizenship or marital or domestic partnership status or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

23. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of Authority. Forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Physician. Authority shall be entitled to invoke any remedy available to Authority under this Agreement or by law or in equity despite said forbearance or indulgence.

24. **Notices.** Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Physician:

Jeffrey L. Huffman, M.D.
1000 Tam O Shanter Drive
Bakersfield, California 93309

Notice to Authority:

Kern Medical Center
1700 Mount Vernon Avenue
Bakersfield, California 93306
Attn.: Chief Executive Officer

25. **Relationship.** Authority and Physician recognize that Physician is rendering specialized, professional services. The parties recognize that each is possessed of legal knowledge and skill, and that this Agreement is fully understood by the parties, and is the result of bargaining between the parties. Each party acknowledges their opportunity to fully and independently review and consider this Agreement and affirm complete understanding of the effect and operation of its terms prior to entering into the same.

26. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the state of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

27. **Sole Agreement.** This Agreement contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

28. **Termination.**

28.1 **Termination without Cause.** Either party shall have the right to terminate this Agreement, without penalty or cause, by giving not less than 90 days' prior written notice to the other party.

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

29. **Effect of Termination.**

29.1 **Payment Obligations.** In the event of termination of this Agreement for any reason, Authority shall have no further obligation to pay for any services rendered or expenses incurred by Physician after the effective date of the termination, and Physician shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

29.2 Vacate Premises. Upon expiration or earlier termination of this Agreement, Physician shall immediately vacate KMC, removing at such time any and all personal property of Physician. KMC may remove and store, at the expense of Physician, any personal property that Physician has not so removed.

29.3 No Interference. Following the expiration or earlier termination of this Agreement, Physician shall not do anything or cause any person to do anything that might interfere with any efforts by Authority or KMC to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between KMC and any person who may replace Physician.

29.4 No Hearing Rights. Termination of this Agreement by Authority or KMC for any reason shall not provide Physician the right to a fair hearing or the other rights more particularly set forth in the KMC medical staff bylaws.

30. **Liability of Authority.** The liabilities or obligations of Authority with respect to its activities pursuant to this Agreement shall be the liabilities or obligations solely of Authority and shall not be or become the liabilities or obligations of the County of Kern or any other entity, including the state of California.

[Signatures follow on next page]

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

PHYSICIAN

By: Jeffrey L. Huffman
Jeffrey L. Huffman, M.D.

KERN COUNTY HOSPITAL AUTHORITY

By: _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By: _____
Russell V. Judd
Chief Executive Officer

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

By: _____
Vice President & General Counsel
Kern County Hospital Authority

Agreement.Huffman.062221

EXHIBIT “A”
JOB DESCRIPTION
Jeffrey L. Huffman, M.D.

Position Description: Reports to Chief, Division of Urology; serves as a full-time faculty member in the Department; provides those services assigned by the Department Chair; provides no fewer than 80 hours per pay period of service.

Essential Functions:

1. Clinical Responsibilities

- Performs urologic procedures
- Schedules and maintains adequate clinic hours, a minimum of two (2) half days per week, to meet the needs of the urology service

2. Teaching Responsibilities

- Assists in didactic curriculum and teaching conferences, as requested
- Assists in resident research and scholarly activity

3. Administrative Responsibilities

- Assists in clinical and administrative integration efforts across KMC as appropriate for the urology service ensuring proper planning, surgeon recruitment, faculty development, resource allocation, analysis, communication, and assessment
- Gathers data through best practices and collaborates with other members of the Department to recommend services that will increase productivity, minimize duplication of services, increase productivity, increase workflow efficiency, and provide the highest quality of care to KMC patients
- Supports the Department Chair to develop monitoring tools to measure financial, access, quality, and satisfaction outcomes for the urology service
- Attends and actively participates in assigned Medical Staff and hospital committees

Employment Standards:

Completion of an accredited residency program in urology; one (1) year of post-residency experience in urologic surgery desirable

AND

Possession of a current valid Physician’s and Surgeon’s Certificate issued by the state of California

AND

Certification by the American Board of Urology in urology-general

Knowledge of: The principles and practices of modern medicine; current techniques, procedures, and equipment applicable to general and urologic surgery; principles of effective supervision and program development.

[Intentionally left blank]

EXHIBIT "B"
AUTHORIZATION TO RELEASE INFORMATION

[Attached]

AUTHORIZATION TO RELEASE INFORMATION

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

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

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

Physician

Date

AUTHORIZATION TO RELEASE INFORMATION

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

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

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



Physician



Date



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

July 14, 2021

Subject: Proposed retroactive Amendment No. 1 to Memorandum of Understanding 61320 with Kern Health Systems (“KHS”) Translation Services

Recommended Action: Approve; Authorize Chairman to sign

Summary:

Kern Medical recommends that your Board retroactively approve the attached proposed Amendment No. 1 to the MOU with Kern Health Systems for translation services for all Kern Medical patients, which includes KHS Members. The Amendment extends the term from June 14, 2021 through June 30, 2022.

On December 11, 2020, Kern Medical and KHS entered into the MOU whereby KHS provides the necessary equipment for use by Kern Medical to access the audio and video translation services for the entire Kern Medical patient population for a period not to exceed 6 months, commencing December 14, 2020. Kern Medical agreed to pay KHS an amount not to exceed 70% of monthly utilization of the KHS Language Line Translation Services.

Based on the average monthly usage of \$29,158.00 from January 2021 through June 2021, the estimated maximum payable of the MOU will not exceed \$600,000 over the term of the MOU.

Previous Agreements	Description of Services	Variance
Original Agreement, dated December 11, 2020	Audio and Video Translation Services for the entire Kern Medical patient population between December 14, 2020 – June 13, 2021.	\$174,948 (approx.)
Amendment No. 1, dated June 14, 2021	Continuation of Audio and Video Translation Services for the entire Kern Medical patient population extending the term through June 30, 2022.	\$349,896 (approx.)

Therefore, it is recommended that your Board retroactively approve Amendment No. 1 to the MOU with KHS for the continued provision of translation services, extending the term from June 14, 2021 through June 30, 2022, in an amount not to exceed \$600,000 over the term of the MOU, and authorize the Chairman to sign.

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
(Kern County Hospital Authority – Kern Health Systems)**

This Amendment No. 1 to the Memorandum of Understanding is made and entered into this _____ day of June, 2021, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Kern Health Systems, a county health authority (“KHS”).

RECITALS

(a) Authority and KHS have heretofore entered into a Memorandum of Understanding (Agt. #61320, dated December 11, 2020) (“MOU”), whereby KHS provides Translation Services KHS Members and patients of KMC, as such services are unavailable from Authority resources; and

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

(c) The Agreement is amended effective June 14, 2021;

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, Responsibilities of KHS, paragraph A, shall be deleted in its entirety and replaced with the following:

“A. KHS will maintain Translation Services for KHS Members and will make such services available to KMC for the entire KMC patient population for the period commencing December 14, 2020, and continuing through June 30, 2022 (the “Term”).”

2. Section 3, Payment for Services, shall be deleted in its entirety and replaced with the following:

“3. **Payment for Services.**

A. **Payment Methodology.** KMC agrees to pay KHS an amount not to exceed 70 percent (70%) of utilization for Translation Services, until such time as the parties agree on a mutually acceptable method of accounting for such services. KHS will invoice KMC monthly. KMC agrees to pay KHS within 30 days of receipt of each invoice. To ensure proper tax reporting of the compensation paid under this MOU, KHS shall complete, execute and deliver to KMC an IRS Form W-9. All services are payable in arrears.

B. **Maximum Payable.** The maximum payable under this MOU shall not exceed \$600,000 over the Term of this MOU.”

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

[Signatures follow on next page]

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

KERN HEALTH SYSTEMS

By: _____
Douglas A. Hayward
Chief Executive Officer

KERN COUNTY HOSPITAL AUTHORITY

By: _____
Chairman
Board of Governors

APPROVED AS TO CONTENT:

By: _____
Russell V. Judd
Chief Executive Officer
Kern County Hospital Authority

APPROVED AS TO FORM:
LEGAL SERVICES DEPARTMENT

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



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

July 14, 2021

Subject: Proposed appointment of Jeffrey G. Nalesnik, M.D., as Chair, Department of Surgery

Requested Action: Ratify appointment

Summary:

Kern Medical is requesting that your Board ratify the appointment of Jeffrey G. Nalesnik, M.D., as Chair of the Department of Surgery. The Surgery Department has been without a Chair since February 2018. Dr. Nalesnik has been employed by Kern Medical since January 1, 2016 as the Vice Chair Department of Surgery, Chief, Division of Urology and Director of Robotic Surgical Services. Before coming to Kern Medical, Dr. Nalesnik was the Urology Chief of Service at Kaiser Permanente Bakersfield, with prior service as Chief Urologist at 322 AEF Combat Hospital in Balad, Iraq, and Chief Urologist at Landstuhl Regional Army Medical Center in Germany. Dr. Nalesnik is board certified in urology and was appointed the Surgery Vice Chairman/Council Leader in May 2020. Since that time, he has performed the responsibilities and duties required of a department leader in exemplary fashion and in accordance with the Medical Staff Bylaws (Bylaws).

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

Therefore, it is recommended that your Board ratify the appointment of Jeffrey G. Nalesnik, M.D., as Chair of the Department of Surgery.



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

July 14, 2021

SUBJECT: Proposed retroactive approval of successor Memorandum of Understanding (MOU) with Committee of Interns and Residents/Service Employees International Union, Local 1957 (CIR/SEIU)

Recommended Action: Approve; Authorize Chairman to sign; Authorize Chief Executive Officer, Chief Financial Officer and Human Resources to implement changes

Summary:

The Kern Medical requests that your Board retroactively approve the successor MOU with CIR/SEIU, effective July 1, 2021, which coincides with the beginning of the new academic year for residents.

Negotiations for a successor MOU began on April 13, 2021 and concluded on June 29, 2021. Ratification by the residents was confirmed by the CIR/SEIU bargaining team on July 2, 2021. The terms of the successor MOU resulted in the following fiscal impact totaling \$939,692 over the three-year term of the MOU, which will expire on June 30, 2024:

- Increases to the Post Graduate Year (PGY) wage scale of 8% effective July 1, 2021, 4% effective July 1, 2022, and 3% effective July 1, 2023
- A uniform allowance of \$150 per resident per year
- An additional \$100 per resident per year added to the existing education fund
- A 50% reimbursement for Step/Level III licensing examination fee

Therefore, it is recommended that your Board retroactively approve the proposed successor MOU for a term of three years from July 1, 2021 through June 30, 2024, with a fiscal impact of \$939,692, authorize the Chairman to sign, and authorize the Chief Executive Officer, Chief Financial Officer and Human Resources to implement these changes.

**MEMORANDUM
OF UNDERSTANDING**

CIR/SEIU LOCAL 1957

AND

**KERN COUNTY
HOSPITAL AUTHORITY**

JULY 1, 2021 – JUNE 30, 2024

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PREAMBLE

This Memorandum of Understanding (“MOU”), entered into by Kern County Hospital Authority (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Committee of Interns and Residents/Service Employees International Union Local 1957 (“CIR/SEIU” or “Union”), has as its purpose the setting forth of the full and entire understanding of the parties regarding the matters set forth herein, reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the resident physicians covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted and recommended for approval, and implemented in accordance with its terms, to the Kern County Hospital Authority Board of Governors.

ARTICLE I – RECOGNITION

Section 1. Union Recognition

On January 12, 2010, CIR/SEIU was approved and certified by the Kern County Board of Supervisors as the exclusive bargaining representative of all interns, residents, and fellows (collectively, “resident physicians”) employed by the County of Kern on behalf of KMC. The Authority continues to recognize CIR/SEIU as the exclusive bargaining representative of all resident physicians employed by the Authority, pursuant to Health and Safety Code section 101853.1(d)(1).

Section 2. Full Understanding; Modifications; Waiver

- a. This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein and any other prior or existing oral or written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- b. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.
- c. No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and approved by the Kern County Hospital Authority Board of Governors.
- d. Waiver of any violation of this MOU, or failure to enforce any of its terms shall not constitute a waiver of the right to future enforcement of any of its terms.

Section 3. Authorized Agents

For the purposes of administering the terms and provisions of this MOU:

- a. The Authority’s principal authorized agent shall be the Chief Executive Officer or his/her duly authorized representative (Address: 1700 Mount Vernon Avenue, Bakersfield, California 93306; Telephone (661) 326-2102), except where a particular Authority representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- b. CIR/SEIU's principal authorized agent shall be the President of CIR/SEIU Local 1957 or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Suite 608, Los Angeles, California 90017; Telephone (213) 263-2212).

Section 4. Status

Notwithstanding any other provision of this MOU, CIR/SEIU acknowledges and agrees that the resident physicians are appointed as physicians-in-training in graduate medical education training programs sponsored by KMC (individually and collectively, the "Program") and that this MOU does not confer upon any resident physician a benefit, promise, or other commitment that they will be appointed for a period beyond the date set forth in their individual Graduate Medical Education Agreement.

ARTICLE II – GENERAL PROVISIONS

Section 1. Dues and Union Security

- a. No discrimination or reprisal shall be visited against any such resident physician by either party based upon membership or non-membership in CIR/SEIU.
- b. The Union will certify to the Authority the resident physicians who have elected to pay dues to CIR/SEIU. Upon receipt of certification from CIR/SEIU, the Authority agrees to deduct the amounts certified from each resident physician's paycheck at the rate set by CIR/SEIU.
- c. CIR/SEIU shall have the exclusive right to the check-off and transmittal of dues on behalf of each resident physician in the unit, said dues to be checked off monthly from the paycheck of each resident physician, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Authority agrees to forward said dues by the fifteenth (15th) day of the month after they are collected.
- d. The Authority agrees to a union dues check-off system whereby dues, as certified by CIR/SEIU to be current, will be deducted and paid to CIR/SEIU, subject to the provision of the County of Kern Employer-Employee Relations Resolution ("EERR"), or any successor Employer-Employee Relations Resolution adopted by the Kern County Hospital Authority Board of Governors.
- e. Resident physicians who have authorized union dues deductions on or before the effective date of this MOU or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the Authority during the term of this MOU. Resident physicians may terminate such union dues deduction each year during the period July 17 to August 15 by notifying CIR/SEIU of their termination of union dues deduction. Such notification shall be by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, and department name. CIR/SEIU will provide the Authority with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 2. Payroll Deduction.

- a. CIR/SEIU agrees to pay a service fee to the Authority for payroll deduction for union dues, or other assessments. The payroll deduction service fee shall be five cents (\$0.05) per deduction per biweekly payroll period.
- b. By May 31 of each year, KMC shall forward to CIR/SEIU a list of all confirmed resident physicians in the bargaining unit, compiled from KMC's records, which list shall include designation by post-graduate years, fellowship titles, personal email addresses, if any, and home or mailing addresses, assuming this information is available at that time. No later than June 30 of each year or when all pre-employment requirements have been successfully completed, whichever occurs first, CIR/SEIU shall receive a list of all incoming resident physicians, including their names, departments, employee identification numbers, work email addresses, and work telephone numbers.

Section 3. Political Action Check-Off

- a. Upon receipt of written authorization from a resident physician in a form submitted by CIR/SEIU, and warranted by it to comply with all applicable laws and regulations, the Authority shall, on a biweekly basis and pursuant to such authorization, deduct from the wages due the resident physician the sum specified in said authorization. The Authority will remit the authorized amount to a fund established, pursuant to applicable law, to receive contributions to be used for political purposes.
- b. It is specifically understood and agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this Section, and CIR/SEIU agrees that it will indemnify and hold the Authority harmless for any claims, judgments, actions, or proceedings made or brought by any resident physician(s) arising from deductions made by the Authority pursuant to this Article or the expenditure of such funds by CIR/SEIU. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU. It is further understood and agreed that the Authority's performance under this Article is not an endorsement of any expenditure on the part of CIR/SEIU.

Section 4. Safety and Security

The Authority shall provide a healthy and safe work environment for resident physicians and comply with local, state and federal health and safety laws. The Authority shall continue to provide security in accordance with our environment of care and safety programs.

- a. Personal Protection/Infection Control and Precautions - Resident physicians shall adhere to all KMC infectious disease policies and protocols which may be revised from time to time.
- b. Personal Safety - In conjunction with the annual call room walk-through as outlined in Article III, CIR/SEIU and the Authority shall conduct an annual safety and security walk-through to identify and address any security issues or concerns of the resident physicians. After the walk-through is completed, CIR/SEIU and the Department of Medical Education or its designee shall generate a report of any issues or concerns regarding safety and security and present it to the KMC Director of Security. In addition to the walk-through, any security concerns shall

be addressed in meetings of the Resident Advisory Council.

Section 5. Direct Deposit

The Authority shall require that all resident physicians receive their pay and qualified expense reimbursement via direct deposit.

Section 6. Issuance of Certificates

Each resident physician shall, upon satisfactory completion of the Program and satisfaction of the Program's requirements and the responsibilities contained herein, receive a Certificate of Completion within one month of completion of the Program.

Section 7. Library

The Authority shall provide and maintain medical library services as outlined in the Resident Policy Manual and in accordance with the Accreditation Council for Graduate Medical Education ("ACGME") guidelines.

Section 8. Return of Materials

At the time of termination from the Program or in the event of termination of the Program, resident physicians shall: (a) return all KMC property, including, without limitation, books, equipment, keys, pagers, paper, personal digital assistant (PDA) and uniforms; (b) complete all necessary records; and (c) settle all professional and financial obligations.

Section 9. Fitness

Subsequent to the commencement date of the individual Graduate Medical Education Agreement, resident physicians shall submit to periodic (post-appointment) health examinations and tests, which may include tests for drug use or alcohol abuse, as are deemed necessary by the Program to ensure that the resident physician is physically, mentally, and emotionally capable of performing essential duties or are otherwise necessary to the operation of the Program. Resident physicians agree to meet applicable standards for immunizations in the same manner as all KMC personnel. The results of all examinations shall be provided to the KMC employee health department. Resident physicians agree to comply with the KMC requirements concerning resident physician health status during the term of this MOU, as these requirements may be changed by KMC from time to time.

Section 10. Deductions and Contributions

The Authority shall withhold from the compensation paid to each resident physician applicable state and federal income taxes and other required deductions. The Authority shall pay the employer's portion of FICA 1 (Social Security) and FICA 2 (Medicare) contributions, and all other employer taxes and insurance, as applicable and as required by law.

ARTICLE III – RIGHTS OF PARTIES

Section 1. Bulletin Boards

- a. The Authority agrees that CIR/SEIU may provide a standard bulletin board (not to exceed 24" x 36") for placement adjacent to existing Authority bulletin boards. Posting of notices is governed by provisions of the EERR. Resident physician representatives may post CIR/SEIU communications dealing with official CIR/SEIU business on Authority-approved bulletin boards. A copy of each communication shall be filed with the Human Resources Department. CIR/SEIU agrees not to post any notices that concern job actions or the political activities of CIR/SEIU.
- b. The Authority reserves the right to remove any bulletin board notice that does not conform to the above standards. CIR/SEIU shall be given immediate notice of any material that is removed, and the Authority agrees, if requested by CIR/SEIU, to meet and discuss this removal as soon as it is mutually convenient.
- c. The Authority and CIR/SEIU further agree that CIR/SEIU may continue to use the Authority mail, e-mail system, and pager system for official CIR/SEIU business in accordance with Authority rules relating to the use of Authority mail and e-mail. The Authority's mail and e-mail systems shall not be used for any communications dealing with job actions or political activities of CIR/SEIU.
- d. Failure of CIR/SEIU to adhere to the use of the Authority's mail and e-mail systems in the above manner shall result in its revocation as a privilege extended to CIR/SEIU by the Authority.

Section 2. Claims Review

Resident physicians covered by this MOU who lose or damage their personal property in the course of their employment may process a claim for reimbursement in accordance with the Authority's claim review procedure.

Section 3. Nondiscrimination

Consistent with the provisions of applicable state and federal law or Authority policies, the Authority shall not discriminate against or harass any resident physician on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy and childbirth, including medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender identity or expression, physical or mental disability, medical condition (cancer-related or genetic characteristics or genetic information including family medical history), service in the uniformed services, status as a covered veteran, age, citizenship, political affiliation/opinion or union activity/affiliation.

Section 4. Access to Files

Resident physician performance evaluations will be provided in accordance with Authority policy and ACGME requirements.

All resident physicians shall have the right to access and review all documents placed in their individual academic, departmental, and employment files during the term of their appointment, excluding pre-appointment references. Copies shall be provided at the Authority's expense within five business days where a reasonable need therefore is established. The Authority will provide records once per year at the Authority's expense. Resident physicians should make all requests for access and review of their individual files to the Department of Medical Education. Access shall be provided within two (2) business days of the request.

Section 5. Resident Physician Representatives

- a. CIR/SEIU representatives shall have access to KMC and its clinics for the purpose of monitoring the administration of this MOU and grievance investigations. The number of representatives is determined by CIR/SEIU constitution, which maybe be amended from time to time.
- b. Prior to entering a work location to conduct a grievance investigation or to process a grievance, the resident physician representative shall inform the Director of Employee and Labor Relations, the resident physician's Program Director, and the off-specialty Program Director of his/her presence. The affected resident physician shall be released to meet with the resident physician representative unless leaving the job would cause an undue work interruption, in which case the resident physician shall be released as soon as practicable thereafter.

Section 6. Resident Physician Lists and Orientation

It is recognized that CIR/SEIU has a need to communicate with its dues paying members in a timely and efficient manner and in order to alert new resident physicians of their right to belong to a union. Therefore, it is agreed:

- a. Monthly, if not prohibited by urgency of Authority business, the Authority will provide CIR/SEIU with the change of addresses of its dues paying members and new resident physicians of the Authority.
- b. The cost to the Authority of providing such addresses shall be borne by CIR/SEIU through monthly billing.
- c. If CIR/SEIU receives the addresses of a non-dues paying member (other than new resident physicians), it agrees not to use the addresses for any purpose, including CIR/SEIU business.
- d. Should any disputes arise regarding the application of this Section, they shall be discussed and resolved between CIR/SEIU and the Human Resources Department.

CIR/SEIU shall have access to resident physicians during new resident physician orientation including 45 minutes on the agenda to give a presentation to the incoming resident physicians.

Section 7. Pagers

Each resident physician shall be provided with a pager in accordance with KMC policy.

Section 8. Call Rooms – Lounges

- a. The Authority shall provide on-call rooms as provided for in the Resident Policy Manual and in accordance with ACGME guidelines. On-call rooms shall be equipped with functioning computers with intranet and internet access and telephones. On-call rooms are for on-call resident physician use only, and are not to be used for spouses, children, and guests to spend the night.
- b. On-call rooms shall be kept clean and tidy for the next person on-call. Housekeeping service is available to empty the trash and replace the linens. During daytime hours, housekeeping personnel shall be allowed to perform their duties. Concerns with housekeeping services should be reported to the Associate Director of Medical Education and the Program Director immediately.
- c. Resident physician on-call rooms shall be equipped with a functional lock. KMC shall provide reasonable notice to CIR/SEIU of any change in location of the on-call rooms.
- d. An annual walk-through and survey of the on-call rooms shall be jointly conducted by CIR/SEIU and the Designated Institutional Official or his/her designee, if requested by CIR/SEIU, to assess the status of the on-call rooms and to ensure ACGME guidelines and compliance with this MOU. The walk-through shall take place during the month of October. CIR/SEIU and the Designated Institutional Official or designee shall generate a report of any repairs needed to be made to the call rooms and present it, through the Designated Institutional Official or designee, to KMC Administration for repair.
- e. In conjunction with the annual call room walk-through, CIR/SEIU, Designated Institutional Official or his/her designee, and the Chief Information Officer or his/her designee will conduct an annual IT walk-through to assess medical technology needs. The results of this walk-through shall be provided, in writing, by KMC at the labor management or the CIR/SEIU-KMC Patient Care Committee meeting. Resolution of issues identified in the IT walk-throughs will be addressed at the CIR/SEIU-KMC Patient Care Committee meetings. Any issues that arise out of the IT walk-through will be resolved within a reasonable timeline.

Section 9. Work Hours

- a. Each resident physician shall perform his/her duties during such hours as the Program Director may direct in accordance with the policies and requirements of the Program, subject to periodic modification and variation as determined by the Program Director depending upon the clinical area to which a resident physician is assigned and exigent circumstances. All work hours shall be in accordance with state, federal, ACGME and other applicable requirements. The call schedules and schedules of assignments shall be made available to resident physicians. Changes to these schedules shall be available in the office of each Program Director. Resident physicians shall comply with all assigned schedules in a timely fashion.
- b. Completion of a time-study survey recorded in E*Value is required from each resident physician on a continuous basis. Program Directors will consistently monitor the work hours in support of the physical and emotional well-being of the resident physicians, prevention of sleep deprivation, and assess resident physician fatigue based on these records.

- c. The Authority will adhere to the provisions of the Resident Policy Manual, ACGME, and other applicable requirements governing sleep deprivation and fatigue.

Section 10. Parking

Parking is provided in accordance with KMC policy, which may be revised from time to time. Certain parking areas require a parking sticker and gate card. Resident physician parking areas and restrictions are provided as outlined in the Resident Policy Manual. If requested, KMC shall provide escort services for resident physicians when going to and from parking lots and other buildings on the hospital campus.

Reimbursement of parking while on rotations outside of Kern County is outlined in ARTICLE VII.

Section 11. Strikes and Lockouts

During the term of this MOU, the Authority agrees that it will not lock out resident physicians, and CIR/SEIU agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of this MOU. CIR/SEIU shall take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, CIR/SEIU and the Authority recognize that the grievance and arbitration procedures contained in this MOU shall be used to resolve any and all controversies in any way arising out of, or concerning, any language in the MOU.

Section 12. Out of Title Work

The Authority shall adhere to the Educational Curriculum/Scholarly Activity requirements as outlined in the Resident Policy Manual and the ACGME guidelines. No resident physician shall be regularly or repeatedly assigned to duties and responsibilities that do not align with the ACGME guidelines.

Section 13. Representation on Committees

The Authority shall adhere to the hospital and Medical Staff committee requirements as outlined in the Resident Policy Manual and the ACGME guidelines.

Section 14. Resident Physician Education

- a. The Authority shall make safety training available and/or provide web-based online safety training for resident physicians. Resident physicians who staff the Emergency Department and Psychiatric Emergency Center shall also receive training on how to de-escalate violent patients.
- b. Upon reasonable notice, the KMC Director of Security or designee shall attend regularly scheduled meetings of the Resident Advisory Council to discuss resident physician safety and security concerns, safety and security initiatives, and changes within the hospital, recommendations for improvement, and other items and matters related to resident physician safety and security.

Section 15. Program Security

- a. The Authority shall notify each resident physician affected and CIR/SEIU:
 - As soon as reasonably possible of a decision to discontinue any Program for any reason.
 - As soon as reasonably possible upon receipt from ACGME, or any other relevant accrediting body of any notification regarding non-accreditation or probation or similar change in the accreditation status of any Program.
 - As soon as reasonably possible of a decision of a merger, closure, or change in the number of beds that has a substantial impact on any Program.
- b. For resident physicians continuing in a Program for which accreditation is lost, KMC shall maintain levels of training, continue to provide rotations required for certification, and add ancillary and professional staff to cover losses in resident physician coverage. KMC shall take reasonable steps to try to gain full accreditation for the affected Program, to encourage resident physicians to remain in the Program, and to balance the service needs of KMC with the professional goals of the resident physicians involved.

Section 16. Resident Physician Impairment

- a. It is imperative that resident physicians not have their performance impaired by drugs, alcohol, or other circumstances. For resident physicians who feel they may have such a problem, the Employee Assistance Program (EAP) and any other program offered by the Authority are available. Every reasonable encouragement and support shall be given for this purpose.
- b. The EAP is available to all eligible resident physicians and their eligible dependents. The purpose of the EAP is to provide evaluation and if appropriate, short term counseling for issues which may affect work performance or personal life. Through a confidential self-referral process, any resident physician has an opportunity to discuss personal situations in strict confidence with a professional.
- c. A Department Chairman or Program Director may also make a formal referral if he/she feels that a resident physician's job performance may benefit from this service. No resident physician shall be disciplined or terminated for being referred to the EAP; however, disciplinary action may be taken for any underlying behavior or clinical performance issue, independent of supervisory referral.

Section 17. Management Rights

The Authority shall retain all customary rights, powers, functions, and authority consistent with state law, local ordinances, or other rules, which shall include, but not be limited to the right to:

- a. Determine the mission of the Authority, KMC, and departments;
- b. Set standards of services;
- c. Plan for and direct the workforce toward the organization's goals and strategic priorities;
- d. Effect a reduction of authorized positions because of lack of work, or for other legitimate reasons; and
- e. Determine work methods, numbers and classifications of personnel, and types of equipment required to accomplish an objective.

Section 18. Graduate Medical Education Agreement

Each resident physician, prior to his/her employment with the Authority, shall receive a written Graduate Medical Education Agreement consistent with then-applicable ACGME requirements. The form of individual agreement shall be furnished to CIR/SEIU, and if changed, a copy of any such changes shall be furnished to CIR/SEIU prior to its use. Each resident physician agrees to execute a Graduate Medical Education Agreement prior to his/her initial appointment as a physician-in-training in the Program and each academic year thereafter if reappointed to the next level of training.

Section 19. Labor-Management Agreement

The Authority and CIR/SEIU agree, if requested, to hold periodic meetings at a mutually acceptable time, date, and place to discuss issues related to working conditions, call room walk-throughs, meals, and facilities. Agenda items will be submitted one week prior to each meeting.

Section 20. Resident Patient Care Committee

The Authority and CIR/SEIU agree that quality patient care and appropriate working environments require sufficient medical equipment, technological support, access to medical educational resources for providers, and addressing patient discharge needs. The parties agree to continue a task force to consult on the development of a Resident Patient Care Committee. The task force will work collaboratively to develop the role of the Resident Patient Care Committee as it relates to issues including but not limited to best practices regarding quality patient care and documentation, medical equipment and technological support needs, patient discharge needs, and access to medical educational materials for providers and patients. The task force shall consist of a maximum of five members representing CIR/SEIU and a maximum of five members representing KMC including the Chief Medical Officer.

ARTICLE IV – PAID AND UNPAID LEAVES

Both the Authority and CIR/SEIU recognize that the use of any leave as described in this Article may require makeup time for purposes of completing Program requirements and Board certification eligibility, which is determined by the specific policy of each Board specialty and should be discussed with each individual Program Director. Resident physicians remain responsible for meeting the applicable time and other requirements of their Program.

Section 1. Vacation

- a. During the first four years of consecutive service, each full-time resident physician shall be credited with 160 hours (20 days) of vacation leave for each one-year term of service. Beginning with the fifth year of consecutive service, each full-time resident physician will be credited with 176 hours (22 days) of vacation leave. Vacation leave shall accrue on the commencement date of the resident physicians' individual Graduate Medical Education Agreement, and shall be pro-rated from the commencement date of each academic year. The academic year begins on July 1. Vacation leave may be taken at any time thereafter.
- b. Part-time resident physicians shall earn vacation leave at a rate proportionate to full time resident physicians, based on the number of regular hours worked by the part time resident physician per pay period in relation to eighty (80) hours.

- c. Vacation is to be taken at the mutual convenience of the resident physician and the Program Director. The standard vacation increment is a two-week block. (For the purpose of calculating vacation leave, a one-week block is defined as five days and includes Monday through Friday and contiguous weekend days preceding and following the five-day block.) This may vary from Program to Program. Increments less than one week shall be approved only under exceptional circumstances.
- d. In general, vacation during the month of June shall not be granted. Vacation during the month of June shall be approved only under exceptional circumstances.
- e. Vacation leave not taken at the expiration of each one-year term of service shall be credited to the next consecutive one-year term of service up to a maximum of 480 hours (60 days). If the maximum accrual amount is reached, the resident physician shall not earn (accrue) vacation leave until the vacation leave balance is reduced below the maximum.
- f. Resident physicians shall be paid for accrued and unused vacation leave upon termination of employment.
- g. All vacation leave must be approved in advance by the Program Director.

Section 2. Sick Leave

- a. Each full-time resident physician shall accrue sick leave credit at the rate of 2.46 hours per biweekly pay period, for a maximum accrual of 64 hours (eight days) per year. Total unused sick leave accumulated shall not exceed a maximum of 321 hours (40 days). If the maximum accrual amount is reached, the resident physician shall not earn (accrue) sick leave until the sick leave balance is reduced below the maximum.
- b. Part-time resident physicians shall earn sick leave at a rate proportionate to full-time resident physicians, based on the number of regular hours worked by the part-time resident physician per pay period in relation to 80 hours.
- c. Resident physicians may be granted sick leave with pay up to the maximum number of hours of sick leave accrued as outlined in this MOU and under the terms and conditions set forth in the KMC Sick Leave Policy.
- d. Accrued sick leave hours remaining at the expiration of each one-year term of service shall be credited to the next consecutive one-year term of service up to a maximum of 321 hours.
- e. Resident physicians shall not be paid for accrued and unused sick leave upon termination of employment.

Section 3. Holidays

Resident physicians shall be entitled to all paid holidays authorized as official holidays for Authority employees. If a resident physician is scheduled for and works on an official holiday, the resident physician shall be granted an alternate day off. Resident physicians shall not be paid for accrued and unused holidays upon termination of employment. The Authority authorizes the following holidays:

New Year's Day

Martin Luther King's birthday (third Monday in January)
Memorial Day (last Monday in May)
Independence Day (July 4)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 4. Wellness Days:

- a. The Authority will provide three (3) wellness days in addition to the current listing of eight (8) Authority authorized holidays. Resident physicians shall not be paid for accrued and unused wellness days upon termination of employment.
- b. Wellness days are defined as prescheduled days off designed to contribute to the wellbeing of resident physicians. Time off will be scheduled with the Program Director for each program so as to not cause department and/or academic hardship. Same day usage shall be considered unscheduled and paid through any sick bank accruals.

Section 5. Fellowship/Post-Residency Employment Interviews

During the final year of the Program, a resident physician may take up to five (5) days of paid leave for interviews related to fellowship training or post-residency employment.

Section 6. Leaves of Absence

- a. Family Sick Leave: Resident physicians are entitled to use accrued sick leave to take time off for the illness of an immediate family member up to a maximum of ten (10) days per year. Immediate family member is defined in the KMC Family Care Leave Policy.
- b. Family Care Leave: Family and medical leaves of absence (including leave for the birth and care of a newborn, placement of a child with an employee for adoption or foster care, care of a spouse, child, or parent who has a serious health condition or serious health condition of the employee) will comply with state and federal law and Authority policies. Eligible employees are entitled to up to twelve (12) work weeks of non-job-related medical leave in a twelve (12) month period under the Family and Medical Leave Act and/or the California Family Rights Act. This leave entitlement shall not be used intermittently in lieu of a reduced work schedule. The twelve (12) month period used to measure the twelve (12) week entitlement will be the rolling twelve (12) month period measured backward from the date the leave is used. Under the rolling twelve (12) month period, each time an employee takes leave; the remaining leave balance consists of the portion of the twelve (12) weeks that was not used during the immediately preceding twelve (12) months. Please refer to the Authority Policy titled Family Care Leave for further information. Employees must provide the Human Resources department with completed leave of absence paperwork and a certification from a medical provider of the necessity for the leave. The printed notice of the procedure for requesting Family Care Leave shall be available to employees via Kern Medical's intranet.
- c. Parental Bonding Leave: Each eligible resident physician is entitled to family and medical leave, as referenced above and in the Authority's policy titled "Family Care Leave", to bond with their child after the child's birth or placement with the resident physician for adoption or foster care, and to attend to matters related to the birth, adoption, or placement of the child. Bonding leave does not have to be taken in one continuous period of time. Any such leave taken shall be concluded within one year of

the birth or placement of the child. The basic minimum duration of the leave shall be two weeks; however, the Hospital Authority shall grant a request for such leaves for less than two weeks' duration on two occasions.

- d. Discretionary Leave: Resident physicians may be granted, upon proper written request and approval of KMC, the Program Director, and the Designated Institutional Official, a discretionary leave of absence without pay for personal reasons. Approval of such leave without pay under this section shall be conditioned on finding that:
- (i) the situation or condition necessitating leave is not remedial by other means;
 - (ii) refusal to authorize leave will result in personal hardship or suffering for the resident physician or his/her immediate family; and
 - (iii) the absence of the resident physician will not substantially interfere with the service of the affected clinical department and/or Program. All vacation leave and holiday hours must be exhausted prior to granting a discretionary leave. Whenever a resident physician who has taken a discretionary leave desires to return before expiration of such leave, the resident physician shall notify KMC in writing as least five (5) calendar days in advance of the return. The resident physician shall promptly notify the Program Director and Director of Medical Education of his/her return. Discretionary leaves must comply with the KMC Discretionary Leave Policy.
 - (iv) Extended leaves for any reason may impact the successful or timely completion of the resident physician's progress toward completion of the Program. Resident physicians expressly acknowledge that training after a leave of absence may be required to satisfy the criteria for completion of the Program or eligibility for certification by the relevant certifying Board.
 - (v) E. Bereavement Leave: A resident physician may be granted the use of up to ten (10) days of accrued sick leave for the death and/or funeral of a member of his/her immediate family. Immediate family member is defined as spouse, registered domestic partner, child, stepchild, foster child, grandchild, sibling, parent, step-parent, grandparent, and in-laws (parent, grandparent or sibling only).
 - (vi) F. Military Leave: Military leave is granted in compliance with state and federal law.

ARTICLE V – COMPENSATION

Section 1. Biweekly Salary

The appointment of a resident physician shall be based on the resident physician's appropriate post-graduate year (PGY) level, as set forth below, which shall be determined as follows:

- a. A resident physician who has not completed at least one year of service in an ACGME accredited Program or an equivalent Program shall be placed at the PGY-1 level.
- b. Resident physicians shall be placed at PGY levels commensurate with their training in the

Program in which they are appointed.

- c. A year of service in a Program shall mean a year of service in a Program that has been certified as having been completed by the appropriate authority.
- d. A resident physician who successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY level.
- e. Resident physicians who have satisfied the eligibility requirements set forth in Exhibit “A” of the Graduate Medical Education Agreement and who are eligible for employment in the United States shall begin being paid as of the commencement date of the resident physicians’ individual Graduate Medical Education Agreement.

Effective July 1, 2021, the flat biweekly salary for represented resident physicians by classification shall be as follows:

Classification	Flat Biweekly Salary
Resident Physician (PGY 1)	\$2,050.69
Resident Physician (PGY 2)	\$2,194.32
Resident Physician (PGY 3)	\$2,347.83
Resident Physician (PGY 4)	\$2,512.18
Resident Physician (PGY 5)	\$2,688.03

Effective July 1, 2022, the flat biweekly salary for represented resident physicians by classification shall be as follows:

Classification	Flat Biweekly Salary
Resident Physician (PGY1)	\$2,132.71
Resident Physician (PGY2)	\$2,282.00
Resident Physician (PGY3)	\$2,441.74
Resident Physician (PGY4)	\$2,612.67
Resident Physician (PGY5)	\$2,795.55

Effective July 1, 2023, the flat biweekly salary for represented resident physicians by classification shall be as follows:

Classification	Flat Biweekly Salary
Resident Physician (PGY1)	\$2,196.70
Resident Physician (PGY2)	\$2,350.46
Resident Physician (PGY3)	\$2,515.00
Resident Physician (PGY4)	\$2,691.05
Resident Physician (PGY5)	\$2,879.42

Section 2. Medical Language Certification

- a. The Authority agrees to compensate resident physicians for medical language certification under the terms and conditions outlined in the KMC policy titled Staff Healthcare Interpreter: Resident Physicians.
- b. The Authority reserves the right to limit the number of languages qualifying for compensation, the number of employees qualifying for medical language certification, the number of certifications a resident physician may obtain, and the process for which certification is obtained.

Section 3. Educational Fund

- a. Each resident physician shall be reimbursed an amount not to exceed \$1,100 per academic year for the purchase of one or more of the following items:
 - i. Audio and video tapes, DVD's CD, MP3s – eligible only if program specific and relevant
 - ii. Board examination preparation programs and board fees
 - iii. Medical software
 - iv. Medical books and e-books
 - v. Registration fees for educational conferences or on-line courses
 - vi. Dues and journals– eligible only if program specific and relevant
 - vii. License application and examination fees (each program may vary)
 - viii. Registration fees for educational conferences
 - ix. Medical Equipment (pre-approval from the Program Director must be obtained prior to purchasing equipment)
 - x. Professional association membership fees
 - xi. Fellowship application fees
 - xii. Computer equipment (defined as a one-time reimbursement over course of residency program for a laptop, up to \$500.00)
- b. Non-conference related travel expenses are not eligible for reimbursement through this fund.
- c. This amount may be accumulated or accrued and will continue to the following academic year. Upon termination of employment, the credit balance, if any, will be forfeited. Resident physicians must be in good standing in the Program as determined by the Program Director, Department Chairman, and Chief Academic Officer, and remain actively employed and in compliance with KMC policies and directives concerning job performance in order to receive reimbursement through this fund.

Section 3. License Fees

- a. A United States, Canadian, and international graduate from a Board-approved medical school who has not already completed thirty-six (36) months of accredited training, does not hold a physician's and surgeon's license, has passed all required licensing examinations, and is accepted into an ACGME accredited postgraduate training program in California must obtain a Postgraduate Training License (PTL) within one hundred eighty (180) days of enrollment. The PTL may be issued for up to thirty-nine (39) months if the resident physician is enrolled

in an ACGME-accredited residency program in California. This allows the resident physician to complete the thirty-six (36) months of required training for licensure and grants the resident physician ninety (90) days to obtain the physician's and surgeon's license while they continue their training. If the physician's and surgeon's license is not issued by the end of the ninety (90) day grace period, all clinical services in California must cease.

- b. United States Medical Licensing Examination® (“USMLE Step 3”; allopathic degree) / Level 3 of the Comprehensive Osteopathic Medical Licensing Examination of the United States (“COMLEX-USA”; osteopathic degree) - The Authority will reimburse 50% of licensing fees for the USMLE Step 3 or COMLEX-USA, as applicable. Must be a current resident physician in good standing at time of licensure eligibility.
- c. Reimbursement shall coincide with the resident physician's academic year and shall follow established reimbursement of licensure policy as outlined below:
 - 1. Upon successful completion of the relevant licensing examination, an itemized official receipt shall be submitted to the Program Director for approval.
 - 2. The Program Director shall verify the eligibility for approval and shall submit the approved receipt to the Accounting Department for processing no greater than fifteen (15) days from original submission.
 - 3. The Accounting Department has final approval of the request and shall remit reimbursement no later than thirty (30) days from final approval or as soon as fiscally practicable.
 - 4. The reimbursable funds shall be made immediately available by the mechanism of choice by the Accounting Department (i.e. Direct Deposit and/or physical check).
- d. For purposes of this Agreement, an academic year begins on July 1 and ends on June 30.

Section 5. Drug Enforcement Administration (DEA) Certificate

Resident physicians who prescribe, order, administer or handle controlled substances are required to obtain an individual Controlled Substance Registration Certificate issued by the United States Department of Justice Drug Enforcement Administration (“DEA”). Registrations may be obtained on a fee-exempt basis while in training in a Program. However, such registrations are restricted to activities within the scope of the Program (including activities at KMC sites and other affiliated training sites). Exemption from payment of the individual registration application fee is limited to federal, state or local government duties (21 C.F.R. § 1301.21). Resident physicians who engage in outside professional activities (e.g., moonlighting) at any site outside of the Program must obtain an individual DEA registration and may not use their fee-exempt registration for this purpose.

ARTICLE VI – BENEFITS

Section 1. Eligibility

Resident physicians enrolled full time in a Program are entitled to full benefits. Resident physicians employed at 0.5 FTE or greater but less than full time are eligible for prorated benefits. Resident physicians employed less than 0.5 FTE are not eligible for benefits. All requests for less than full time status must be approved by and are at the sole discretion of the Department of Medical Education upon recommendation of the Program Director. The Authority shall continue to provide an annual open enrollment for resident physicians to change plans and/or enroll eligible dependents.

Section 2. Health Care Coverage

Resident physicians shall receive the same health benefits (medical, dental, prescription and vision coverage) as all eligible Authority employees. The employee share of cost is 20% of the current biweekly premium. Resident physicians are eligible for coverage the first day of the biweekly payroll period coincident with or next following the day they complete one month of continuous service. The resident physician's initial hire date is the initial opportunity to enroll in the health plan. Resident physicians must work at least 40 hours per biweekly pay period to be eligible for coverage.

Section 3. Flexible Spending Accounts

Resident physicians are eligible to participate in flexible spending plans to pay for dependent care, non-reimbursed medical expenses, and certain insurance premiums on a pre-tax basis through payroll deduction. This is a voluntary benefit that is paid by the resident physician if he/she elects to participate in the plan.

Section 4. Workers' Compensation

The Authority provides workers' compensation coverage as required by law to protect employees who are injured on the job. This coverage provides payment for medical expenses and temporary disability (in lieu of lost earnings) for workers who are injured in the course of their employment. Temporary disability payments begin on the first day of hospitalization or after the third day following a lost time injury if employee resident physician is not hospitalized.

Section 5. Disability Insurance Plan

The Authority shall make a monthly contribution to the CIR/SEIU House Staff Benefits Fund (HSBF) in the amount of \$12.00 for each resident physician who is actively employed on the first day of each month, for the purpose of providing short-term and long-term disability benefits.

Section 6. State Disability Insurance

The Authority has an integrated disability plan with the state. The resident physician's wages are integrated with the disability payments from the state, which enables the resident physician to extend his/her sick leave or vacation leave. The resident physician's wages (sick leave and vacation leave used) are offset by disability payments and the corresponding sick leave and vacation time is restored to the resident physician's sick leave and vacation balances.

State disability applications are available from the KMC Human Resources Department or online at www.edd.ca.gov/disability. Resident physicians who file for state disability insurance are required to submit the Notice of Computation to the KMC Human Resources Department for purposes of integrating sick or other eligible leave time with state disability benefits.

Section 7. Retirement

Resident physicians are eligible to participate in the Kern County Deferred Compensation Plan (457 Plan) on a pre-tax basis. Resident physicians shall be required to make all contributions if electing to participate in the 457 Plan.

Section 8 Meals

- a. Each resident physician, while on duty at KMC, shall be permitted to take meals in the KMC cafeteria during regular business hours. Resident physicians shall be given a meal allowance of \$164.71 per biweekly pay period that will be direct deposited and appear as a separate line item on their biweekly pay statement. Resident physicians shall receive the customary cafeteria employee discount for KMC staff in effect from time to time. The meal allowance will be prorated based upon the number of days in the last pay period a resident physician is employed by the Authority.
- b. KMC shall arrange that the food left over from the food prepared daily for resident physicians be packed, date stamped with preparation dates, and stored at the end of the day so that the food is available for the night meal. KMC shall prepare sufficient food daily to ensure that healthy night meals are available or provide frozen meals for all resident physicians who are assigned to nighttime duty or in-hospital on-call duty.
- c. KMC shall make every reasonable effort to provide meals in the cafeteria with sensitivity and consideration to a greater variety of dietary needs, including full vegetarian, kosher, and ethnic-specific diets on a daily basis.

Section 9. Uniforms

- a. Lab coats are provided upon entry into the Program. KMC shall furnish three (3) lab coats for categorical resident physicians and one lab coat for preliminary resident physicians. Resident physicians are responsible for maintenance of the lab coats. Scrubs will be issued to resident physicians in General Surgery, Emergency Medicine, and OB/GYN, and all resident physicians on rotations in these departments. Scrubs will be issued via a scrubs vending machine. Resident physicians will be given a card that allows access to two sets of scrubs at a time. One set of scrubs shall be issued to Internal Medicine and Psychiatry resident physicians.
- b. In addition to the above scrubs allocation, each resident physician shall receive a uniform reimbursement allowance of \$150 per year. This reimbursement allowance can be used at the discretion of the resident physician and will have no rollover value and/or value upon separation from employment, and may not be transferred to or shared with other resident physicians. The reimbursement allowance expires at the end of each academic year.

Section 10. Professional Training

- a. Every resident physician must be certified in basic life support (BLS), advanced cardiac life support (ACLS) and fundamental critical care support (FCCS). To assure that all resident physicians get certified on the first day of duty, KMC shall pay the American Hospital Association the fees for certification, which subsequently provides the books and materials for the classes as part of that fee. The Medical Library has one copy of BLS and ACLS books for reference and use only in the library. The Medical Library will not check out books used for certification or recertification purposes. It is recommended that resident physicians keep the initial books issued for the recertification process. In addition, each emergency medicine resident physician shall be certified in advanced trauma life support (ATLS) and neonatal resuscitation program (NRP); each OB/GYN resident physician shall be certified in NRP; and each surgery resident physician shall be certified in ATLS and fundamental laparoscopic surgery (FLS).
- b. KMC shall be responsible for the cost and coordination of all the required recertification classes listed above. KMC through its Department of Graduate Medical Education shall work with each Program to schedule the recertification classes during times when the majority of resident physicians are able to attend. Resident physicians shall be notified at least two weeks in advance of the scheduled class(es), in order to ensure their attendance. KMC shall email each resident physician every six months with the expiration dates of their required certifications.
- c. KMC may reimburse for required training and/or recertification training costs from non-KMC providers if a resident physician can submit proof with the claim for reimbursement demonstrating that they (1) notified the Associate Director of Medical Education at least sixty (60) days in advance of the requirement/expiration of difficulty with scheduling mandatory training or recertification due to vacation leave and/or work schedule, and (2) provide documentation of such conflict at least sixty (60) days in advance of the requirement/expiration of mandatory training or recertification. All reimbursable expenses are subject to KMC policies regarding employment related expenses.

Section 11. Resident Wellbeing

- a. The Authority maintains its commitment to the wellbeing of resident physicians. The Authority will continue to support its commitment to the wellbeing of its resident physicians through the established Resident Wellbeing Committee, for which all resident physicians have access. Resident physicians are highly encouraged to participate in both departmental and organizationally sponsored events through the Kern Medical Center Foundation and/or other means as deemed authorized by the Authority. "Resident Wellbeing" shall be a standing item on the agenda of each Labor Management meeting.
- b. The Authority agrees to issue an annual statement of commitment to graduate medical education and support through an investment of people, facilities and appropriate systems. Additionally, the Authority shall recognize its commitment to diversity, equity and inclusion in a learning environment, along with the Authority's ongoing mission to eliminate health disparities and transform healthcare to improve the lives of those served by KMC.

ARTICLE VII – TRAVEL POLICY

Resident physicians will be provided a travel allowance if they are in good standing in the Program as determined by the Program Director, Department Chairman, and Chief Academic Officer. All reimbursable expenses are subject to KMC's reimbursement procedures.

Three types of resident physician travel arrangements are eligible for reimbursement:

- Travel to attend a national meeting within the United States to present a first-author potential publication, abstract, or poster exhibit.
- Travel to attend a pre-approved education conference relevant to and the resident physician's Program within the United States. Upon return, under the direction of the Program Director, an educational report to the respective clinical department is expected.
- Attendance at mandatory rotations based on ACGME-approved curriculum, unless the host hospital or department provides food, mileage, and lodging.

Section 1. Education Benefit Travel

- a. Over the course of the Program, one (1) trip will be reimbursed for a national subspecialty education conference. Up to three (3) trips may be paid if the resident physician is the first author who is presenting an abstract or poster exhibit at a national meeting. However, in the interest of pursuing national recognition, one (1) additional trip may be permitted, if the resident is the first author or is presenting an abstract or poster exhibit at a national meeting. Meetings outside the United States are not reimbursed.
- b. Resident physicians must request approval of prospective travel allowance by completing the KMC Travel Authorization Form six weeks prior to departure. Course syllabus or meeting brochures must be submitted and reviewed by the Program Director. The anticipated absence must be cleared by the Program Director for non-interference with coverage schedules.
- c. Standard meeting coverage includes airfare, up to two nights lodging for presentation trips, and three nights for educational meetings, related per diem meals, and incidental expenses as set forth in the KMC employee travel reimbursement policy. If more than one resident physician attends the same meeting, the hotel room should be shared if gender is the same. Travel reimbursement for a national subspecialty education conference is capped at \$1,500.
- d. If travel is by private automobile, current Authority established procedures must be followed and odometer readings before and after travel must be noted. Approved mileage rates, parking, and other driving expenses will be reimbursed pursuant to the KMC employee travel reimbursement policy. Proof of automobile insurance and a valid driver license must be provided.
- e. The resident physician must provide all original receipts for expenses to be reimbursed and must follow the KMC employee travel reimbursement policy to be eligible for reimbursement. Receipts should be submitted to the Program Coordinator no later than five business days after travel.
- f. If travel to the requested meeting is not approved, a separate request for personal time without reimbursement may be made to the Program Director. Educational leave is not subject to the ACGME duty hours rule.

Section 3. Travel for Outside Rotations

Resident physicians on mandatory rotations to attend Graduate Medical Education Committee approved rotations at UCLA campuses including Harbor, Olive View, and Ronald Reagan Medical Center, Cedars-Sinai Medical Center, and the VA Greater Los Angeles Hospital, may share the two-room KMC/UCLA apartments at no cost to the resident physician. The apartments are furnished and utilities are paid by KMC. Resident physicians on mandatory rotations at Valley Children’s Hospital will be provided housing at a hotel selected by KMC at no cost to the resident physician. Resident physicians will be provided per diem and mileage reimbursement pursuant to the KMC employee travel reimbursement policy if not otherwise provided by the host hospital.

Elective rotations are not reimbursable.

ARTICLE VIII – GRIEVANCE AND ARBITRATION PROCEDURE

OBJECTIVES

1. Informally settle disagreements at the resident physician-supervisor level.
2. Provide an orderly procedure to handle the grievance through each level of supervision.
3. Correct, if possible, the cause of the grievance to prevent future complaints.
4. Promote harmonious relations among resident physicians, their supervisors, and departmental administrators.
5. Assure fair and equitable treatment of all resident physicians.
6. Resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS

The following terms, as used in the Article, shall have the following meaning:

Appointing Authority: Program Director.

CIR/SEIU Representative: A person who appears on behalf of the resident physician.

Day: Calendar day, exclusive of Saturday, Sunday, and designated Authority holidays.

Grievance: A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this MOU; Issues regarding documentation required for certification of eligibility shall be handled as set forth in Exhibit “A” of the Graduate Medical Education Agreement. Disputes regarding disciplinary and fair hearing procedures shall be handled as set forth in Exhibit “B” of the Graduate Medical Education Agreement. Grievances may be brought by an individual resident physician and CIR/SEIU, or by CIR/SEIU alone.

Immediate Supervisor: The person who assigns, reviews, or directs the work of a resident physician.

Resident Physician: An intern, resident, or fellow employed by the Authority.

Program: Any or all graduate residency or fellowship programs operated by the Authority.

Superior: The person to whom an immediate supervisor reports.

EXCLUSIONS

1. Work assignments.
2. Matters related to promotions to the next PGY level appointments and salaries related thereto.
3. Professional-and academic matters. Such matters are subject to the Resident Policy Manual and ACGME guidelines, which may be revised from time to time.
4. Reappointment or promotion to the next level of training in the Program.
5. Closure or reduction in size of the Program to which the resident physician is appointed.
6. Matters subject to the Disciplinary and Fair Hearing Procedures set forth in Exhibit "B" of the Graduate Medical Education Agreement, including without limitation, probationary and disciplinary matters.
7. Authority policy and ordinance questions, including subjects involving newly established or amendments to existing Authority resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.
8. Resident physician evaluations of performance, and progress in training or remediation.
9. Impasses in meeting and conferring upon terms of a proposed MOU.
10. Grievances filed after twenty (20) days from the date of occurrence, or after twenty (20) days from the date the resident physician had knowledge of an occurrence.
11. Grievances filed after a resident physician's appointment in the Program has terminated or expired.
12. Appointment/Reappointment to a Program.
13. Matters subject to Employment Security.
14. Matters subject to reappointment based on Institutional Factors.
15. Documentation required for Certification of Eligibility as set forth in Exhibit "A" of the Graduate Medical Education Agreement.

TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the resident physician to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the Authority to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. The grievance procedure shall not limit the right of any resident physician to present a grievance individually.
3. A resident physician may have a representative present at all steps of the grievance procedure.
4. Reasonable time in processing a grievance shall be allowed during regular working hours with advanced supervisor approval. Supervisory approval shall not be unreasonably withheld.
5. Only a person selected by the resident physician from within a recognized resident physician organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as a resident physician's representative.
6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Authority.
7. Grievances of an identical nature concerning the same subject matter may be consolidated.

INFORMAL GRIEVANCE DISPOSITION

1. Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the resident physician's knowledge of the occurrence (but no later than the expiration or termination of the resident physician's then-current appointment) a resident physician shall promptly and informally meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the resident physician may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the resident physician. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the resident physician within five days of the meeting, or if the resident physician is not satisfied with the decision, the resident physician may utilize the formal grievance procedure.

Grievance forms are available at KMC for this purpose.

FORMAL GRIEVANCE PROCEDURE

- Step 1. The grievance form and any supporting documents shall be delivered to the Program Director/Supervisor with whom the informal meeting was held no later than five (5) days from receipt of the Program Director/Supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the resident physician, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The Program Director/Supervisor shall hold a formal meeting with the resident physician within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The Program Director/Supervisor shall issue a written decision on the original grievance form within five (5) days of the close of the formal meeting.

- Step 2. If the resident physician feels the Program Director/Supervisor has not resolved the grievance, the resident physician may appeal to the next higher level of supervision (the Department Chair) and Chief Medical Officer (CMO) jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The Department Chair, together with the CMO, shall hold a formal meeting with the resident physician and his/her representative, if requested, within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A written decision shall be provided, which will include a copy of the original grievance form, to the resident physician by the CMO within ten (10) days from the close of the formal meeting.

Step 3. If the resident physician is not satisfied with the decision of the CMO, the resident physician may appeal the decision to the Chief Executive Officer (CEO) within five (5) days from receipt of the CMO's decision. In his/her appeal to the CEO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CEO or his/her designee shall review the original grievance, all supporting documents, the CMO's response, and the remedy requested, and issue a written decision within ten (10) days of receipt of the grievance.

If the resident physician is not satisfied with the decision of the CEO or his/her designee, the resident physician may, within thirty (30) days of receipt of the decision, submit the grievance to advisory arbitration by written request to the CEO.

If the grievance is submitted to advisory arbitration, the grievant, his/her representative, if any, and the CEO, or his/her designee, shall, within five (5) days of receipt of the grievant's request, set a date for a meeting to:

1. Attempt to settle the grievance;
2. Agree to any stipulations;
3. Agree upon the issue statement (the issue statement will reflect the issue as presented in the original grievance as written on grievance form); and
4. Select an impartial arbitrator.

SELECTION OF THE ADVISORY ARBITRATOR

- a. If the parties fail to agree on an arbitrator, a list of five neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitration Association. The agency will be mutually selected.
- b. The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.
- c. The arbitration procedure shall be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.
- d. The arbitrator shall not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, local ordinances, or the policies and procedures of the Authority.
- e. The arbitrator shall confine himself/herself to the issue submitted.
- f. The arbitrator's decision is binding upon approval by the Kern County Hospital Authority Board of Governors.
- g. The cost of the arbitrator shall be borne equally between the Authority and the grievant. Each party shall bear its own costs relating to the arbitration including, but not limited to, witness fees, transcriptions and attorneys' fees.

- h. The arbitrator shall be requested to submit his/her decision within thirty (30) days from the close of the hearing.

ARTICLE IX – SEVERABILITY

In the event that any provision of this MOU is found to be in contradiction of any federal, state, or local law or regulation, or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this MOU.

ARTICLE X – STABILITY OF THE MOU

- a. No agreement, understanding, alteration, or variation of the terms and conditions of this MOU shall bind the parties hereto unless made in writing and executed by the parties.
- b. The failure of the Authority or CIR/SEIU to insist, in any one or more incidents, upon performance of any of the terms or conditions of this MOU shall not be considered as a waiver or relinquishment of the right of the Authority or CIR/SEIU to future performance of any such term or condition, and obligations of the Authority and CIR/SEIU to such future performance shall continue in full force and effect.
- c. The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the EERR from the scope of bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein. The parties, for the life of this MOU, voluntarily and without qualification waive the right, and agree that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered by this MOU.

ARTICLE XI – DURATION OF THE MOU

- a. Upon ratification by the CIR/SEIU membership and approval by the Kern County Hospital Authority Board of Governors, this MOU shall become effective and binding upon the parties, pursuant to Government Code section 3505.1.
- b. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.
- c. The term of this MOU is July 1, 2021, through June 30, 2024.
- d. This Memorandum of Understanding is entered into and signed this day of July, 2021.

For CIR/SEIU Local 1957:


Susan Valentina
Chief Negotiator, CIR/SEIU

Keriann Shalvoy MD
President, CIR/SEIU

Rashina Young
So Cal Regional Director, CIR/SEIU

Mohan Menon
Worksite Organizer, CIR/SEIU

Abdelhamid Dalia, MD
Resident, CIR/SEIU Bargaining team member

Jennifer Franks, MD
Resident, CIR/SEIU Bargaining team member

Sara Jaka, MD
Resident, CIR/SEIU Bargaining team member

Ratha Kulasingam, MD
Resident, CIR/SEIU Bargaining team member

Angelina Prat, MD
Resident, CIR/SEIU Bargaining team member

Angela Tseng, MD
Resident, CIR/SEIU Bargaining team member

Tyler Wheeler, MD
Resident, CIR/SEIU Bargaining team member

For Kern County Hospital Authority:

Russell E. Bigler, Chairman
Board of Governors


Lisa Hoekersmith
Vice President, Human Resources

Karen S. Barnes
Vice President & General Counsel

Renita Nunn
Director, Employee and Labor Relations



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

July 14, 2021

Subject: Proposed updated Resolution specifying the powers and duties of the Kern County Hospital Authority Chief Financial Officer providing authority

Requested Action: Approve; Adopt Resolution

Summary:

Throughout the course of day-to-day business, the Kern County Hospital Authority executes a number of agreements, authorizations and certifications with Medi-Cal and Medicare related to supplemental funding programs, waiver programs, intergovernmental transfers, cost reports and other financial work papers. Due to the critical nature and quick response times necessitated by these programs, Kern Medical recommends that your Board adopt the attached proposed resolution authorizing the Kern County Hospital Authority Chief Financial Officer to execute certain agreements, certifications, costs reports and other financial work papers, as outlined in Exhibit "A" to the resolution. The proposed resolution updates Resolution No. 2018-001 adopted by your Board on January 17, 2018, and provides clarification to certain duties previously authorized by your Board and expands certain duties related to the Medicare program and permits signing authority for single-patient letters of agreement and transfer back agreements, where Kern Medical needs to transfer a patient to a higher level of care.

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

In the matter of:

Resolution No. 2021-____

**UPDATED SPECIFIED POWERS AND DUTIES
OF THE CHIEF FINANCIAL OFFICER OF THE
KERN COUNTY HOSPITAL AUTHORITY**

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 14th day of July, 2018, 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 Kern County Hospital Authority Bylaws for Governance (“Bylaws”) provides that *“the Chief Financial Officer shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the Hospital Authority, including (without limitation) accounts of its assets, liabilities, receipts, disbursements, gains, and losses...The Chief Financial Officer shall have such other powers and perform such other duties as may be prescribed by the Board of Governors from time to time.”* (Bylaws, section 4.03, subd. (d).); and

(b) On January 17, 2018, the Board of Governors adopted Resolution No. 2018-001, which prescribed certain specified powers and duties of the Chief Financial Officer; and

(c) On recommendation of the Chief Executive Officer, the Board of Governors desires to prescribe with specificity such other powers and the performance of such other duties of the Chief Financial Officer.

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 prescribes the specified powers and duties of the Chief Financial Officer set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

3. Counsel shall review all letters of agreement and transfer back agreements for approval as to legal form.

4. The provisions of this Resolution shall be effective, in force, and operative as of the 14th day of July, 2021.

5. Resolution No. 2018-001, adopted by this Board on January 17, 2018, is hereby repealed and superseded by this Resolution.

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

Kern Medical Center
Chief Executive Officer
Chief Financial Officer
Legal Services Department

EXHIBIT “A”

The Chief Financial Officer shall have the authority to execute documents and correspondence related to the following:

Section 1. Department of Health Care Services (Medi-Cal)

- a) AB 85 Realignment – certification forms and related correspondence
- b) AB 915 Outpatient Services Supplemental Reimbursement Program – certification forms and related correspondence (e.g., review, audit, etc.)
- c) Medi-Cal Cost Reports – as filed, amended, and revised
- d) Medi-Cal Cost Report reopening letters – letters requesting that a prior year cost report period be reopened
- e) Medi-Cal DSH Tentative Eligibility Certification forms and related correspondence
- f) Inter-Governmental Program Certification forms (QIP, EPP, GPP, WPC, etc.)
- g) Miscellaneous Waiver correspondence (QIP, EPP, GPP, WPC, etc.)
- h) Designated Public Hospital Eligibility Workbook (P14) attestation letters attached to data submissions
- i) Inter-Governmental agreements regarding the transfer of public funds and related correspondence
- j) Inter-Governmental transfer assessment fee agreements and related correspondence

Section 2. Centers for Medicare & Medicaid Services (Medicare)

- a) Medicare Cost Reports – as filed, amended, and revised
- b) Medicare Cost Report reopening letters – letters requesting that a prior year cost report period be reopened
- c) TRICARE / CHAMPUS reimbursement requests (capital, DME, etc.)

Section 3. Other

- a) Letters of Agreement
- b) Transfer Back Agreements



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

July 14, 2021

Subject: Proposed approval of Medical Staff Peer Review Policy

Recommended Action: Approve

Summary:

The Medical Staff of Kern Medical Center requests that your Board approve the attached proposed Peer Review Policy and related attachments.

Your Board delegates to the Medical Staff of Kern Medical Center the responsibility to self-govern regarding the demonstration of clinical competency and adherence to behavioral standards of the physicians who are granted clinical privileges to perform medical services for our patients. Reporting of the performance on pre-determined metrics is at the core of this peer review process.

This policy and related attachments outline the metrics to hold Medical Staff members accountable to and the process of peer review, including the creation of a formal Peer Review Committee, and the validation of behavioral incidents, and is consistent with the Medical Staff Bylaws, Rules, and Regulations. The policy contains detail around the structure and function of a Peer Review Committee, and the role of the Department of Quality and Performance Improvement in creating OPPE (Organizational Professional Practice Evaluations), and reporting on performance trends for the Peer Review Committee. The Peer Review Committee is accountable to the Medical Executive Committee.

The policy has been approved by the Bylaws Committee and the Medical Executive Committee. The final step in the process is approval by your Board, as required by the Medical Staff Bylaws. The policy has the force and effect of the Medical Staff Bylaws upon approval by your Board.

Therefore, it is recommended that your Board approve the Medical Staff Peer Review Policy including the related attachments, effective July 14, 2021.

Medical Staff Peer Review Policy

Purpose:

To ensure that Kern Medical Center, through the activities of its Medical Staff, assesses the Ongoing Professional Practice Evaluation (OPPE) of individuals granted clinical privileges and use the results of such assessments to improve care and, when necessary, perform Focused Professional Practice Evaluation (FPPE).

Goals:

- Perform OPPE for individual practitioners with clinical privileges at least every 8 months over the course of their medical staff membership with Kern Medical Center (KMC);
- Create a performance improvement focused culture for peer review by recognizing practitioner excellence while identifying improvement opportunities;
- Perform FPPE when practitioner improvement opportunities are identified;
- Promote efficient use of institutional, practitioner and quality staff resources;
- Provide accurate and timely performance data for practitioner feedback, Department Chairs, and Administration and the Board of Governors;
- Provide timely OPPE, FPPE and reappointment information to the Medical Executive Committee (MEC) for review and submission to the Board of Governors;
- Support Medical Staff educational goals to improve patient care and promote professional development;
- Facilitate an operational connection with the hospital performance improvement structure to assure responsiveness to system improvement opportunities identified by the Medical Staff; and
- Assure that the process for peer review is clearly defined, fair, timely and useful.

Definitions:

Peer review: The evaluation and improvement of an individual practitioner's professional performance by other duly authorized practitioners for the six general competency categories (see definitions below). This process may use multiple sources of data for evaluation and includes both the identification of opportunities to improve care and the recognition of practitioner excellence.

Ongoing Professional Practice Evaluation (OPPE):

The routine monitoring and evaluation of current competency for practitioners with clinical privileges primarily through the use of aggregate data and systematic case review. This is accomplished through the peer review process.

Focused Professional Practice Evaluation (FPPE):

The confirmation of current competency based on either 1) concerns from OPPE (i.e., focused review) or 2) new Medical Staff Members or new clinical privileges, (e.g., proctoring). This policy only addresses the first use.

Peer Review Committee (PRC): The committee designated by the Medical Executive Committee to conduct the review of individual practitioner performance for the Medical Staff, as described in the PRC Charter (Attachment A), unless the MEC designates another entity for specific circumstances.

Members of the PRC may render judgments of practitioner performance based on information provided by individual reviewers with appropriate subject matter expertise.

Peer: An individual practicing in the same or similar profession, but not necessarily in the same specialty, who has the appropriate expertise to evaluate a practitioner competency issue under review. The level of subject matter expertise required will be determined on a case-by-case basis related to the nature of the issue under review.

Practitioner: A Medical Staff Member or other privileged health care practitioner.

Peer Review Data: Data sources that may include case reviews and aggregate data based on review, rule, and rate indicators (see below) in comparison with generally recognized standards, benchmarks, or norms. The data may be objective or perception-based (e.g., occurrence reports, patient satisfaction survey data) as appropriate for the competency under evaluation.

Review, Rule & Rate Indicators: There are 3 types of practitioner indicators as follows:

- **Review Indicators:** Significant, unusual adverse events (actual or potential) requiring detailed medical record review by a practitioner to determine practitioner involvement. For example:
 - Unexpected patient death
 - Perioperative cardiac arrest
- **Rule Indicators:** Reports performance on clearly defined clinical practice or behavioral standards not otherwise requiring practitioner medical record review of the instance. For example:
 - Compliance with DVT prophylaxis orders
 - Compliance with Discharge Medication Reconciliation
- **Rate Indicators:** Metrics that demonstrate clinical outcomes or standard of care compliance that occur with frequency (i.e., not rare). For example:
 - Risk-adjusted mortality index for heart failure
 - Normal cardiac catheterization rates

Letters:

- **Rule Letters:** Notification to the practitioner of their performance on a Rule Indicator showing findings that fall below, meet, or exceed the thresholds of expectation that define performance.
- **Care Appropriate Letters:** A "Care Appropriate" letter is sent to a practitioner when there are no concerns arising from a case review performed by the PRC Chair or a PRC reviewer.
- **Improvement Opportunity Letters:** An "Improvement Opportunity" letter is classified as either Minor or Major depending upon the findings of a case review performed by a PRC Reviewer. Such letters are also sent to the corresponding Department Chair for review and follow up.
- **Inquiry Letters:** When the PRC discusses a case, additional information is often required in order to better understand the concern being discussed. In this case a Letter of Inquiry is sent to the practitioner for more information. This letter will ask for a written or in-person response.
- **Educational Letters:** After the PRC finalizes a case review, an educational letter may be sent to the reviewed provider for purposes of informing them of an opportunity to improve

- **Communication Letters:** After the PRC finalizes a case review, a communication letter may be sent to the MEC illustrating the findings.

Sentinel or Significant Events: A sentinel or significant event is a patient safety event that results in death, permanent harm, or severe temporary harm.

Practitioner Competencies: There are six general core competencies identified as a basis for Peer Review that are consistent with both Joint Commission Standards and the ACGME.

The six general core competencies for evaluation are as follows:

- Patient Care
- Medical Knowledge
- Interpersonal and Communication Skills
- Professionalism
- Systems Based Practice
- Practice Based Learning and Improvement

Patient Care: Practitioners are expected to provide patient care that is compassionate, appropriate, and effective for the promotion of health, prevention of illness, treatment of disease and at the end of life as evidenced by the following:

- Provide effective patient care that consistently meets or exceeds Medical Staff or appropriate external standards of care as defined by comparative outcome data, medical literature and results of peer review activities.
- Plan and provide appropriate patient management based on accurate patient information, patient preferences, current indications and available scientific evidence using sound clinical judgment.
- Assure that each patient is evaluated by a physician or an Advanced Practice Professional (APP) who has supervisory oversight by a physician as defined in the bylaws, rules and regulations and document findings in the medical record at that time.
- Demonstrate caring and respectful behaviors when interacting with patients and their families.
- Counsel and educate patients and their families.
- Cooperate with hospital efforts to implement methods to systematically enhance disease prevention.
- If applicable, supervise residents, students and APP's to assure patients receive the highest quality of care.

Medical Knowledge: Practitioners are expected to demonstrate knowledge of established and evolving biomedical, clinical, and social sciences, and the application of their knowledge to patient care and the education of others as evidenced by the following:

- Use evidence-based guidelines when available, as recommended by the appropriate specialty, in selecting the most effective and appropriate approaches to diagnosis and treatment.
- Maintain ongoing medical education and board certification as appropriate for each specialty in accordance with the bylaws.
- Demonstrate appropriate procedural and cognitive skills as required by the Medical Staff.

Interpersonal and Communication Skills: Practitioners are expected to demonstrate interpersonal and communication skills that enable them to establish and maintain professional relationships with patients, families, and other members of health care teams as evidenced by the following:

- Communicate effectively with practitioners, other caregivers, patients and families to ensure accurate transfer of information through appropriate oral and written methods according to hospital policies.
- Request inpatient consultations by providing adequate communication with the consultant including a clear reason for consultation and direct practitioner-to-practitioner contact for urgent or emergent requests.
- Maintain medical records consistent with the Medical Staff bylaws, rules, regulations and policies.
- Work effectively with others as a member of the health care team.
- Strive to improve patient satisfaction with practitioner care.

Professionalism: Practitioners are expected to demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, an understanding and sensitivity to diversity, and a responsible attitude toward their patients, their profession, and society as evidenced by the following:

- Act in a professional, respectful manner at all times and adhere to the Medical Staff Code of Conduct.
- Respond promptly to requests for patient care needs.
- Address disagreements in a constructive, respectful manner away from patients or non-involved caregivers.
- Follow ethical principles pertaining to provision or withholding of clinical care, confidentiality of patient information, informed consent, and discussion of unanticipated adverse outcomes.
- Utilize sensitivity and responsiveness to culture, race, age, gender, gender identity, sexual orientation, and disabilities for patients and staff.
- Make positive contributions to the Medical Staff by participating actively in Medical Staff committees, serving when requested and by responding in a timely manner when input is requested.

Systems Based Practice: Practitioners are expected to demonstrate both an understanding of the contexts and systems in which health care is provided, and the ability to apply this knowledge to improve and optimize healthcare as evidenced by the following:

- Comply with hospital efforts and policies to maintain a patient safety culture, reduce medical errors, and meet national patient safety goals.
- Follow nationally recognized recommendations regarding infection prevention procedures and precautions when participating in patient care.
- Ensure timely and continuous care of patients by clear identification of covering practitioners and by availability through appropriate and timely communication.
- Provide quality patient care that is cost effective by cooperating with efforts to appropriately manage the use of valuable patient care resources.
- Cooperate with guidelines as stated in our Medical Staff Rules & Regulations, Section A, for appropriate hospital admission, level of care transfer, and timely discharge to outpatient management when medically appropriate.

Practice Based Learning and Improvement: Practitioners are expected to be able to use scientific evidence and methods to investigate, evaluate, and improve patient care as evidenced by the following:

- Regularly review your individual and specialty data for all general competencies and use the data for self-improvement of patient care.
- Use hospital information technology to manage information and access on-line medical information.
- Facilitate the learning of students, trainees and other health care professionals.

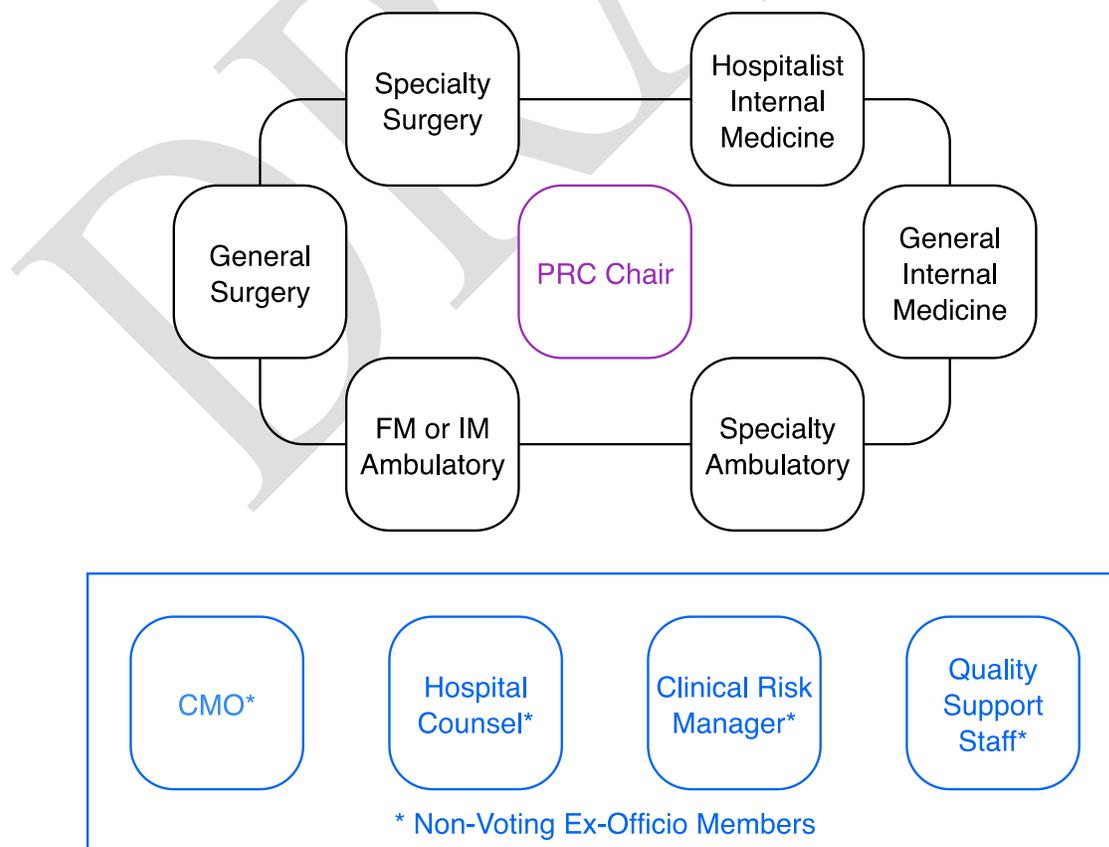
Conflict of Interest

A Member of the Medical Staff requested to perform peer review may have a conflict of interest if he/she is unable to render an unbiased opinion. An absolute conflict of interest would result if the practitioner was the subject under review, a first degree relative by consanguinity or affinity, current/former spouse, or civil union/domestic partner. A potential conflict of interest would result if the practitioner was:

- Directly involved in the patient’s care but not related to the issues under review
- A direct competitor, partner, or key referral source
- Involved in a perceived personal conflict with the practitioner under review or
- A relative other than those defined above as having an absolute conflict

Peer Review Committee Organizational Structure:

The PRC will be comprised of seven (7) voting members of the active Medical Staff. Non-voting Ex-Officio members will include the CMO, Hospital Counsel, Risk Manager, and Quality Support Staff as outlined in the PRC Charter. The committee structure is as follows:



Ad Hoc Members of Peer Review Committee:

Ad Hoc representatives from the following Departments may be called upon to participate in Peer Review Committee activities on an as needed basis:

- Anesthesia
- Emergency Medicine
- OB/GYN
- Pathology
- Pediatrics
- Psychiatry
- Radiology

Case Identification, Review Process, and Timeframes:

- ***Case Identification:***
 - Cases suitable for Peer Review may arise from the Department of Quality Performance Improvement (Quality), Case Management, Risk, and/or Human Resources. Other cases may arise from events entered into our Occurrence Reporting System, incidents reviewed in Quality Council, QIP Data Trends, Malpractice Claims, outliers from our Enterprise Data Warehouse (EDW) or EHR Data Bases, M&M case reviews, Health Plan Queries, or Sentinel Events.
 - Cases received by the Department of Quality Performance Improvement (Quality) are entered into a tracking database/spreadsheet. Quality then determines the need for PRC review and assigns the indicator type (Rule or Rate), based on Medical Staff approved Inpatient and Outpatient OPPE indicators (Attachments C1 and C2).
 - For those cases that meet review criteria, Quality will complete the initial section of the Peer Review Case Rating Form (Attachment E) within 2 weeks of receipt. The form is then submitted to the PRC.
- ***Pre-Review Screening:***
 - Quality manages the collection of aggregate data used to identify practitioner performance, potential quality issues, and practitioner concerns.
 - Pre-Review Screening takes a look at this data for specific metrics, reviews for Individual Practitioner variance from the standard thresholds of acceptable performance set by the Department Chairs and collates that information to populate an OPPE.
 - When a concern is identified, the issue is categorized as a Practitioner or Hospital Issue. Practitioner issues are passed along to the PRC as a Rule, Rate, or Review Indicator issue.
 - Risk Management or the Human Resources Departments (HR) may identify a practitioner-based behavioral, discrimination, or harassment issue as defined in the Medical Staff Policy; Standard of Behavior for Medical Staff Practitioners (Attachment D). These cases may require expedited review for prioritization to the PRC (See section on "High-Risk Cases")
 - The President of the Medical Staff may undertake an expedited initial review of a practitioner in accordance with the Bylaws of the Medical Staff

- Should Quality identify a Sentinel event, an expedited review for prioritization to the PRC will be initiated. (See section on “High-Risk Cases”)
- **Cases Potentially Not Meeting Review Criteria:**
 - If Quality needs clarification whether a case meets criteria for PRC review, it will contact the PRC Chair, or designee for a recommendation. If it is determined the case meets review criteria, Quality assigns a PRC practitioner reviewer on a rotating basis.
 - If the PRC Chair feels a case does not meet criteria but is of concern, the issue raised by the case will be presented to the PRC to determine if it should be further reviewed and to determine whether a new or modified review indicator should be adopted to handle similar cases in the future.
- **Submission to PRC:**
 - When Peer Review is indicated, Quality will summarize key questions for the Physician Reviewer(s) to address. Examples of key questions include:
 - Did the practitioner follow standard of care?
 - Were there any labs or diagnostic studies performed on this patient?
 - Was the outcome avoidable?
 - The PRC receives pre-screened Cases sent by Quality and dispositions as follows:
 - *Rule Indicator Issues:* In most cases, a Rule letter is sent to the practitioner with subsequent monitoring for improvement toward the desired outcome. However, in cases where inappropriate practitioner behaviors or non-compliance with Medical Staff Bylaws is alleged, the event must first be validated, and a Behavior Incident Classification Form completed. The incident is then classified according to the Standard of Behavior for Medical Staff Practitioners Policy (Attachment D) as:
 - Valid-not egregious
 - Valid-potentially or *de-facto* egregious
 - Not valid or
 - Unable to validate due to insufficient information
 - *Rate Indicator Issues:* The rate indicator performance is assessed with recommendations for improvement over a time period relative to the desired target.
 - *Review Indicator Issues:* Review Indicator occurrences are sent to the PRC, and an internal physician reviewer is assigned according to the "PRC Case Review Process" described below.
- **PRC Initial Reviewer Assignment:**
 - Cases will be assigned by Quality for initial review to a PRC member on a rotating basis unless an issue requiring a specific specialty practitioner's expertise is identified prospectively.
 - If the initial reviewer determines the case has a technical issue outside their area of expertise, they will document their recommendation on the Peer Review Case Rating Form (Attachment E) and inform the PRC Chair or Quality to obtain a specialty reviewer.
 - Reviewer assignments may be modified due to any conflict of interest as described herein.
 - If Quality or the initial reviewer feel a case needs specialty review, the reviewer will be the ad hoc peer review member from that specialty, if available. Quality or the

initial reviewer will contact the PRC Chair to determine the next most appropriate reviewer.

- If someone outside the committee is needed for a review, they will be made an ad-hoc member of PRC for that review.
- **Conflict of Interest:**
 - If Quality or an initial reviewer identifies an absolute conflict of interest, the case will be assigned to the next member in the rotation or an alternate specialist. The reviewer will disclose any potential conflict on the Peer Review Case Rating Form (Attachment E).
 - If Quality or an initial reviewer identifies a potential conflict, the PRC Chair will be informed and decide if a substantial conflict exists. All decisions regarding whether a conflict exists will be disclosed to the PRC.
 - If an absolute or substantial potential conflict is determined by the Chair to exist, that individual may not participate in the review or be present during the case presentation, discussion or decision other than to provide information when requested as described below for all practitioners.
- **Initial Review:**
 - Initial reviewer completes the Case Rating Form (Attachment E) and submits it to Quality. If the Initial Reviewer portion of the form is incomplete, Quality will contact the reviewer to obtain the additional information for completing the form. Only cases with completed forms will be presented at the meeting.
 - Initial reviews must be completed within 2 weeks of assignment. Completed reviews received 5 or more working days prior to the meeting will be on the agenda.
- **Case Reviews Rated "Appropriate Care":**
 - The PRC Chair will review the Case Rating Form (Attachment E) for all cases deemed to have received appropriate care by the initial reviewer. If the Chair concurs with the rating, the reviews are reported to the PRC for summary approval. The Chair will review a summary of these cases with Quality prior to the meeting for any rating concerns.
 - For any cases where the Chair disagrees with the rating by the initial reviewer, he/she will discuss the rating with the reviewer. If any disagreement still exists, the case will be presented to the PRC for discussion.
- **Case Presentation at Committee:**
 - For cases requiring PRC discussion, the initial reviewer will present the case. All reasonable efforts will be made to avoid disclosing the identity of the practitioner under review during the initial case presentation and discussion.
 - If the initial reviewer is not available for the meeting, he/she will contact the Chair to discuss the case and the Chair will present it. For specialty reviews by ad-hoc peer review members, the findings will be provided to the initial reviewer or Chair (if only a technical issue) prior to the meeting to present the case.
- **Case Reviews Rated as "Not Appropriate Care":**
 - Initial reviews rated as "Not Appropriate Care" will result in a letter of inquiry with the key questions to the involved practitioner(s) by letter and by encrypted e-mail. The involved practitioner(s) will be asked to respond within 2 weeks to specific predetermined questions in writing.
 - If there is no response, the practitioner will be re-notified by letter to respond within 1 week.

- Quality will also attempt to contact the practitioner to determine if he/she is unavailable due to special circumstances. The Chair will validate any special circumstances discovered.
- If there is no response, the PRC will finalize the rating based on available information at the next meeting.
- **Additional Clarification Needed:**
 - If after the practitioner's initial response, the PRC determines it needs further clarification, it will ask the practitioner for a second response in-person at the next PRC meeting to address specific predetermined questions but not remain for any committee discussion.
 - If the practitioner does not attend the PRC meeting to respond to the questions raised, the PRC committee will finalize the rating unless the practitioner has a valid excuse or previous commitment.
- **Disposition of Cases:**
 - Final case determinations will be made by majority vote as described in the PRC Charter.
 - If the care is rated less than Appropriate, the PRC will determine the recommendations or actions to be taken
- **Communicating Findings to Practitioners:**
 - Appropriate or Exemplary Care:
 - Practitioners will be informed of appropriate and exemplary care findings by standardized letters.
 - Copies of appropriate and exemplary letters will be sent to the practitioner's Peer Review file
 - The Department Chair will not be notified of appropriate letters sent
 - The Department Chair will be notified of any exemplary letters sent
 - Appropriate & exemplary care will be noted on the practitioner's OPPE report
 - Care with Minor or Major Improvement Opportunities:
 - Practitioners informed by letter and encrypted e-mail with a copy sent to the practitioner's Peer Review file and the Department Chair
- **Improvement Plan:**
 - Please see the OPPE/FPPE Policy, Attachment F
- **High Risk Cases:**
 - The Joint Commission defines a sentinel event as a Patient Safety Event that reaches a patient and results in Death, Permanent Harm, or Severe Temporary Harm with Intervention Required to Sustain Life.
 - Sentinel Events or significant events require immediate review by the PRC Chair, or designee. Additional information (such as a literature search, second opinion, or external peer review) may be necessary before making a decision on action.
 - Initial review is to be performed within 3 working days of case identification and discussed at the next scheduled PRC meeting or within 30 days of the event. If additional information is required, timelines may be extended if approved by the Board of Governors, its designee, or the MEC.
- **Suspensions:**
 - This policy does not apply to Summary Suspensions.
 - Please refer to the Medical Staff Bylaws and Rules

PRC Case Review Process:

Once a Case Review Process is identified as necessary, an Initial Reviewer is assigned by Quality to a PRC member on a rotating basis who completes the Initial Reviewer portion of the Case Rating Form (Attachment E).

The PRC Chair reviews all Case Rating Forms received and determines if Internal (IPR) or External Peer Review (EPR) is appropriate (See **IPR & EPR** Below).

Internal Peer Review (IPR):

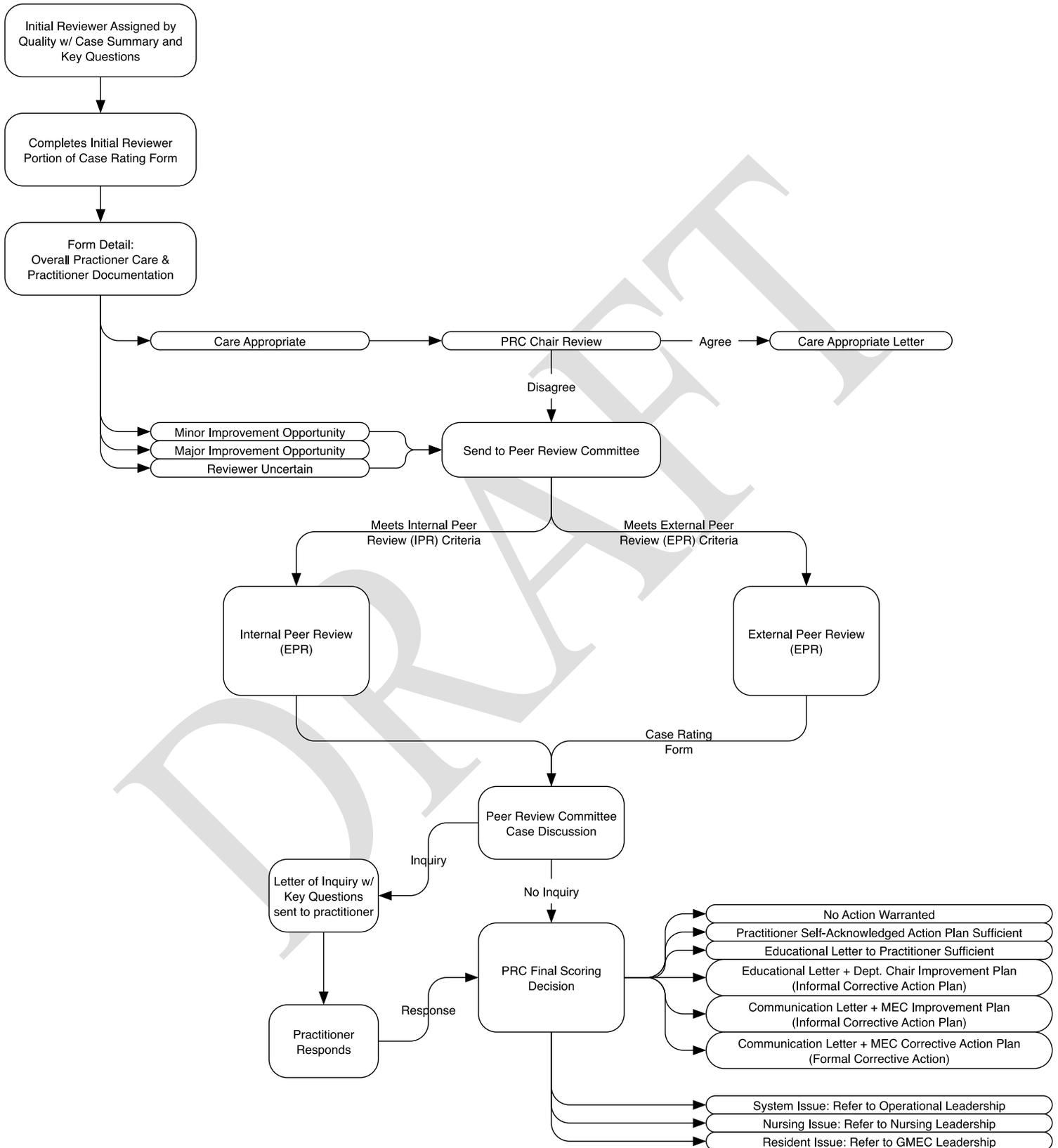
- ***Circumstances:*** IPR is conducted by the Medical Staff using its own Members as the evaluation source of practitioner performance. It is performed as part of OPPE and reported to the MEC via the PRC for review and action. The procedures for conducting IPR for an individual case and for aggregate performance measures are described below.
- ***Participants:*** Participants in the IPR process will be selected according to the Medical Staff policies and procedures as described in Attachment A. All participants will sign a statement of confidentiality prior to participating in peer review activities (Attachment A). PRC members will sign a confidentiality statement on appointment and at each meeting as a reminder of the confidentiality and conflict of interest provisions they must abide by. Reviewers who are not committee members will sign a confidentiality statement for each requested review. Invited guests will sign the confidentiality statement at each meeting attended. A Medical Staff Office Administrator will keep all signed confidentiality statements as part of the Peer Review record which is securely housed and maintained in the Medical Staff Office.
- ***Conflict of Interest Procedure:*** It is the obligation of a PRC member to disclose to the Peer Review Committee an absolute or potential conflict of interest. It is the responsibility of the PRC to determine on a case-by-case basis if a potential conflict is substantial enough to prevent the individual from participating either in case review as described above or in the OPPE and/or FPPE as described in Attachment F. In the event of a conflict of interest or circumstances that would suggest a biased review beyond that described above, the PRC Chair will appoint who will participate in the review process so as to minimize bias.

External Peer Review (EPR):

- ***Circumstances:*** Circumstances for EPR may include but are not limited to the following:
 - Lack of internal expertise: when no one on the Medical Staff has adequate expertise in the specialty under review; including new procedures or technology or the only practitioners on the Medical Staff with that expertise are determined to have an absolute conflict of interest.
 - Lack of internal resources: when the Medical Staff has the expertise but lacks sufficient time to perform IPR.
 - Ambiguity: when dealing with vague or conflicting recommendations from internal reviewers or Medical Staff committees.
 - Legal concerns: when the Medical Staff needs confirmation of internal findings or an expert witness for potential litigation or fair hearing.
 - Credibility: when or if the Medical Staff or Board needs to verify the overall credibility of the IPR process typically as an audit of IPR findings.
 - Benchmarking: when an organization wishes to evaluate its care relative to external best practices.

- In addition, the MEC or Board may require external peer review for circumstances deemed appropriate by either of these bodies.

Flow Chart of Case Review Process:



Performance Measurement, Individual Case Review and OPPE/FPPE Indicators:

- ***Selection of Practitioner Performance Measures:***
 - Measures of practitioner performance will be selected by the Department Chairs to reflect the six general core competencies using metrics from the Medical Staff Indicator List in Attachment C.
 - “User-friendly” reports will be made available to individual practitioners with detailed performance information for each competency metric.
 - Metrics from Attachment C are organized in Attachments C1 & C2 by specialty and indicator type. Attachment C1 covers Inpatient performance metrics while Attachment C2 covers Outpatient metrics. Rule, Rate, and Review indicator types are displayed by metric line item.
- ***Individual Case Review***
 - Individual case reviews will be conducted based on Review Indicators as approved by the Medical Staff. The Department of Quality Performance Improvement screens for cases that require review and submits them to the PRC.
 - PRC case reviews will be conducted in a timely manner with the goal for routine cases to be completed within 90 days from the date the chart is reviewed by the Department of Quality Performance Improvement staff and complex cases to be completed within 120 days. Exceptions may occur based on case complexity or reviewer availability. The rating system for determining results of individual case reviews is described in the Peer Review Case Rating Form (Attachment E).
- ***Indicator Data Evaluation for Ongoing Professional Practice Evaluation (OPPE)***
 - The evaluation of practitioner performance measures from either the results of case reviews, or by rate or rule indicators will be conducted on an ongoing basis by the PRC as described in the Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE) Policy for Current Practitioners (Attachment F).
- ***Thresholds for Focused Professional Practice Evaluation (FPPE)***
 - If the results of OPPE indicate a potential issue with practitioner performance, the PRC may initiate a FPPE as described in Attachment F. The thresholds for FPPE are described in the acceptable targets from the Medical Staff Indicators List in Attachment C. However, a single egregious case may initiate a focused review by the PRC.

Information Management:

- All peer review information is privileged and confidential in accordance with Medical Staff bylaws, state and federal laws, and regulations pertaining to confidentiality and non-discoverability.
- The involved practitioner will receive practitioner-specific feedback from a review on a routine basis.
- The Medical Staff will use practitioner-specific peer review results in making its recommendations to the Credentials Committee at the time of reappointment.
- Any written documents that the Medical Staff determines should be retained related to practitioner-specific peer review information will be kept by the hospital in a secure file in the Medical Staff Office. Practitioner-specific peer review information may include:

- *Individual case review findings:* The final ratings of the PRC and any written correspondence with the practitioner including letters of inquiry, practitioner responses, commendations, improvement opportunities, or corrective action.
- *Aggregate practitioner performance data:* Practitioner-specific data for all of the general competencies measured for that practitioner and any written correspondence with the practitioner including letters of inquiry, practitioner responses, commendations, improvement opportunities, or corrective action.
- *Peer review data retention:* Peer review data will be retained for six years after the most recent reappointment of the practitioner. Information related to formal investigations and corrective actions will be retained indefinitely.
- Electronic practitioner-specific Peer Review documents or data will be retained in a secure password protected electronic file with access limited to the appropriate individuals defined below.
- ***Confidentiality of Information:***¹
 - Records and proceedings of all medical staff committees having the responsibility of evaluation and improvement of quality of care rendered in the Medical Center, including, but not limited to, meetings of the medical staff meeting as a committee of the whole, meetings of medical staff councils, meetings of departments and divisions, meetings of committees established under Article XI and the Medical Staff Organization and Functions Manual, and meetings of special or ad hoc committees created by the medical executive committee or by departments and including information regarding any member or applicant to this Medical Staff shall, to the extent permitted by law, be confidential. Such confidentiality shall also extend to information of like kind that may be provided by third parties. This information shall become a part of the medical staff committee files and shall not become part of any particular patient's file or of the general hospital records. Dissemination of such information and records shall be made only where expressly required by law or as otherwise provided in these Bylaws.
- ***Confidentiality of Records:***²
 - The records of the Medical Staff and its departments and committees responsible for the evaluation and improvement of the quality of patient care rendered in the Medical Center shall be maintained as confidential.
 - Access to such records shall be limited to (1) the Chief Executive Officer, the Board, and their duly authorized representatives and designees, and (2) department chairs, division chiefs, duly appointed officers and committees of the Medical Staff, and their duly authorized representatives and designees for the sole purpose of discharging medical staff responsibilities and subject to the requirement that confidentiality be maintained.
 - Information which is disclosed to the Board of the Medical Center or its appointed representatives – in order that the Board may discharge its lawful obligations and responsibilities – shall be maintained by that body as confidential.
 - Information contained in the credentials file of any member may be disclosed with the member's consent, to any medical staff or professional licensing board, or as

¹ Bylaws of the Medical Staff, Section 14.2.1.

² Bylaws of the Medical Staff, Section 15.11.

required by law. However, any disclosure for use of the information outside of the Medical Staff at the Medical Center shall require the authorization of the President of Staff and the concerned department chair or their designees, with notice to the member.

- A medical staff member shall be granted access to his or her credentials file, subject to the following provisions:
 - Timely notice of such shall be made by the member to the President of Staff or designee;
 - The member may review, and receive a copy of, only those documents provided by or addressed personally to the member. A summary of all other information, including peer review committee findings, letters of reference, proctoring reports, complaints, etc., shall be provided to the member, in writing, by the designated officer of the Medical Staff, within a reasonable period of time, as determined by the Medical Staff. Such summary shall disclose the substance, but not the source, of the information summarized; and
 - The review by the member shall take place in the medical staff office, during normal work hours, with an officer or designee of the Medical Staff present.
- In the event a notice of action or proposed action is filed against a member, access to that member's credentials file shall be governed by Section 13.4.2. of the Kern Medical Center Medical Staff Bylaws.
- No copies of Peer Review documents will be created or distributed unless authorized by Medical Staff policy or bylaws, the MEC, or the Board.
- **EPR Authorization:** The PRC or MEC may recommend to the CMO that EPR should be performed. Hospital Counsel may recommend EPR directly to the Board. Neither Hospital Counsel nor the Board need go through the CMO to initiate EPR. No practitioner can require the Hospital to obtain EPR if it is not deemed appropriate by the recommending entities indicated above. Similarly, the practitioner under review cannot determine the specific external reviewer or review organization. The results from EPR will not be considered definitive for purposes of Medical Staff peer review until the report is reviewed by the recommending entities or CMO.
- **Legal Department:** Should Hospital Counsel obtain EPR outside of the Peer Review process, the information may be made available to the PRC and protected from discovery.
- **EPR Results Review:** Once the results of an EPR are obtained, unless by request of Hospital Counsel for legal concerns such as potential litigation or a fair hearing, the report will be reviewed by the PRC at its next regularly scheduled meeting. The EPR may be reviewed earlier at the request of the MEC, or the Board should an expedited review be necessary. As with IPR, the PRC will determine if any improvement opportunities are present. If an improvement opportunity exists, it will be handled through the same mechanism as IPR (see PRC Physician Review Process above), unless the issue is already being addressed in the corrective action process. If an EPR is requested directly by Hospital Counsel, the requesting individual will recommend who should perform the initial review of the report i.e., the PRC, CMO, or a specific physician reviewer.
- **Practitioner Involvement:** The requesting entity such as the MEC or Board will determine the nature of the involvement for the practitioner under review. Unless otherwise determined, as with IPR, the practitioner will not be made aware that an EPR is being obtained. If issues are identified, the practitioner will be given a summary of the report and an opportunity to

provide input regarding its findings in the same timeframes as for IPR prior to the PRC's final decision. The identity of the EPR reviewer will be blinded from the practitioner.

Oversight and Reporting:

Oversight of the peer review process is described in the PRC Charter (Attachment A).

Statutory Authority:

This policy is based on the statutory authority of the Health Care Quality Improvement Act of 1986 42 U.S.C. 11101, et seq. (P.L. 99-660). All peer review conducted under this policy is subject to peer review privilege and immunity afforded to peer review proceedings from California Evidence Code section 1157.

All minutes, reports, recommendations, communications, and actions made or taken pursuant to this policy are deemed to be covered by such provisions of federal and state law providing protection to peer review related activities. Documents, including minutes and case review materials, prepared in connection with this policy should be labeled consistent with the following language:

Statement of Confidentiality:

Peer review activities, including but not limited to data, records, documents, minutes, and case review materials, collected for or by organized committees of the Medical Staff, are not discoverable or admissible in a court of law in accordance with Evidence Code Section 1157 and applicable case law. Such information shall be used only in the exercise of proper functions of the committees in furtherance of the quality management and performance improvement activities of Kern Medical Center and its Medical Staff.

Attachment List

- Attachment A: Peer Review Committee (PRC) Charter**
- Attachment B: Attestation Statement of Confidentiality and Conflict of Interest**
- Attachment C: Medical Staff Indicator List Sorted by Specialty**
- Attachment C1: In-Patient OPPE Indicators by Specialty**
- Attachment C2: Outpatient OPPE Indicators by Specialty**
- Attachment D: Standard of Behavior for Medical Staff Practitioners**
- Attachment E: Peer Review Case Review Rating Form**
- Attachment F: OPPE/FPPE Policy for Current Practitioners**

**Kern Medical Center Medical Staff
Attachment A: Peer Review Committee (PRC) Charter**

Goal

Utilize a Peer Review Committee (PRC) to establish a centralized, multi-specialty approach for the Medical Staff to evaluate and improve practitioner performance and help create a performance improvement focused culture for peer review and assist the hospital to improve systems affecting practitioner performance.

Scope

- The PRC will be responsible for measuring and evaluating all areas of practitioner competency for physicians and other practitioners with delineated privileges providing care at Kern Medical Center under the responsibilities of the Medical Staff unless otherwise indicated in this charter.
- Although the PRC will be a source of competency data, credentialing and privileging decisions are the responsibility of the Medical Executive Committee.
- While performance measurement and evaluation for hospital systems and processes are the responsibility of the appropriate hospital committee or department, the PRC will identify and communicate those system and process issues affecting practitioner performance.

Responsibilities

The primary responsibilities of the PRC are:

1. Measurement System Management
2. Evaluation of Practitioner Performance
3. Improvement Opportunity Accountability
4. Oversight of Other Medical Staff Practitioner Performance Evaluation Committees

These responsibilities are described in detail below:

1. Measurement System Management

- At least annually, and as needed, review metrics for compliance, regulatory relevance, and departmental relevance, and recommend any changes to the MEC.
- The PRC will have the authority to develop and implement specialty-specific indicators if not provided by the Departments in a reasonable timeframe.
- Design and approve studies when necessary to analyze aggregate practitioner performance.

2. Evaluation of Practitioner Performance

A. Evaluation of Individual Cases

- Assign the appropriate reviewer(s), or need for external review, for cases identified for peer review as described by the Peer Review Policy.
- Make determinations regarding individual practitioner improvement opportunities based on case reviews of one or more patients

- Recommend Focused Professional Practice Evaluations (FPPE) when necessary to further define if an improvement opportunity exists.
- Recognize practitioner excellence under difficult clinical circumstances.
- Identify potential hospital systems affecting practitioner practice or other professional practice improvement opportunities.

B. Evaluation of Rate and Rule Data for Ongoing Professional Practice Evaluation (OPPE)

- Assure systematic, timely review of Medical Staff rule or rate indicator OPPE data for individual practitioner outliers as described in Attachment G, Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE) Policy for Current Practitioners.
- When outliers are identified, assure that the data is adequately analyzed, and potential improvement opportunities are appropriately identified.
- Evaluate review, rule and rate indicator data for Medical Staff wide improvement opportunities or hospital system issues affecting practitioner performance.

3. Improvement Opportunity Accountability

- When individual improvement opportunities are identified through case review or OPPE data, assure that the appropriate individuals are notified and a reasonable improvement plan is developed as described in Attachment G, Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE) Policy for Current Practitioners
- Monitor and evaluate the effectiveness of practitioner improvement plans.
- When authorized by the MEC, develop, implement and monitor performance improvements for Medical Staff-wide improvement opportunities.
- When hospital system issues affecting practitioner performance are identified, the PRC will communicate the concern to the appropriate hospital leader or committee and request a response regarding efforts to address the issue.

4. Oversight of Other Medical Staff Practitioner Performance Evaluation Committees

- Some Medical Staff departments or committees may continue to evaluate practitioner performance for professional quality control or to collect data for OPPE. The Trauma Committee will report directly to the PRC any relevant practitioner specific aggregate rule or rate data through the OPPE process. Cases meeting review indicator criteria will be referred to the PRC for evaluation.
- Medical Staff evaluation of practitioner performance for educational purposes (e.g., M&M conferences) will be considered part of the Medical Staff peer review function. However, the discussion results are **not** placed in the practitioner's Medical Staff credentialing file and any practitioner-specific concerns are referred to the PRC for formal evaluation.
- The Trauma Committee performs case review functions required by ACS standards. Cases with practitioner care issues as defined by review indicators will be referred to the PRC for formal evaluation unless the Trauma Committee is delegated to perform such reviews.

5. Specific Medical Staff Quality Related Functions outside of the PRC scope.

The PRC will be responsible for defining the Medical Staff performance measures for all practitioner competencies. However, the evaluation of practitioner performance and the

determination of Medical Staff policies for key quality functions or competencies may be performed by other individuals in the organization. The table below describes the responsibilities for these functions.

Function (Competency)	PRC Responsibility	Exception	Exception Responsibility
Managing Practitioner Behavior (Professionalism)	Define practitioner measures and targets	Practitioner disruptive behavior incidents and patterns defined by the Standard of Behavior for Medical Staff policy	Medical Staff and Executive Leadership as defined in Standard of Behavior for Medical Staff policy
Blood Use (Patient Care)	Define practitioner measures and targets Monitor for outliers	Blood Use policies requiring Medical Staff approval	Blood Utilization Committee with MEC approval
Medication Use (Patient Care)	Peer review for practitioner related issues	Formulary and medication policy issues requiring med staff approval	P&T Committee with MEC approval
Health Information Management (Communication)	Define practitioner measures and targets	Practitioner patterns of non-compliance with documentation and record completion requirements	Medical Records Committee with MEC approval
Resource Use (System-based Practice)	Define practitioner measures and targets	Routine concurrent aspects of practitioner resource use for individual cases. Routine evaluation of practice patterns.	Utilization Management Committee Utilization Management Committee
Infection Control (System-based Practice)	Peer review for practitioner compliance related issues	Infection control practices not related to practitioner compliance Infection Control polices requiring Medical Staff approval	Infection Control Committee with MEC approval
Operative and Invasive Procedures (System-based Practice)	Define practitioner measures and targets Monitor for practitioner specific outliers	Operational policies and procedures and management issues affecting the Medical Staff	Department of Surgery Council Invasive Procedures Committee Perioperative Services Committee

Patient Safety (System-based Practice)	Define practitioner measures and targets Monitor for practitioner specific outliers	Patient Safety policies and procedures requiring med staff approval.	Safety Committee with MEC approval
Focused Professional Practice Evaluation (FPPE) of New Practitioners/New Privileges	Provide data from ongoing practitioner performance measures	Routine criteria based auditing of charts specifically for FPPE Evaluation of data from FPPE	Chairs Council in conjunction with the CMO and MEC

Membership

PRC Composition

The PRC will be comprised of at least one (1) voting member from the following Departments who is an active member of the Medical Staff.

- Inpatient Medicine Generalist (1)
- Inpatient Medicine Specialist (1)
- Surgery Generalist (1)
- Surgery Specialist (1)
- Ambulatory Primary Care Provider (1)
- Ambulatory Specialty Care Provider (1)

Ad hoc members of the PRC include the following:

- Anesthesiology (1)
- Emergency Medicine (1)
- OB/GYN (1)
- Pathology (1)
- Pediatrics (1)
- Psychiatry (1)
- Radiology (1)

Practitioners from other specialties may be invited to a PRC session as needed to offer technical expertise during a case review.

Encourage that MEC members do not serve on the PRC committee. However, if there is an individual who is a voting member of both committees, then the MEC member cannot participate in the discussion or the vote on an issue involving a practitioner from his/her Department that may be brought up by PRC at the MEC meeting. The CMO may answer questions raised by the MEC on these PRC issues, but they do not vote on these issues at the MEC.

Ex-Officio Members

The CMO, Clinical Risk Manager, Hospital Counsel, and Quality Support Staff representative are non-voting ex-officio members of the PRC.

Appointment and Terms

PRC Chair:

The PRC Chair will be appointed by the President of the Medical Staff.

To be eligible for appointment as Chair, the individual must be a current voting PRC member or have served as a voting PRC member at some point in time for at least one year, except for the first chair. The Chair will be appointed for a one-year term and may have an unlimited number of consecutive terms as long as the chair is eligible to be a PRC member. The PRC Chair will appoint a Vice Chair to serve if the Chair is not available or has a conflict of interest.

PRC Members:

The voting PRC members will be recommended by the President of the Medical Staff and approved by the MEC.

Voting members will be appointed for a three-year term except for initial committee members who will have staggered terms to initiate the process (i.e., 1/3 for 1 year, 1/3 for 2 years and 1/3 for 3 years).

PRC members may serve an unlimited number of terms if reappointed by the President of the Medical Staff. Each PRC member, whether serving an initial term or reappointed to a subsequent term, shall serve continuously until the expiration of his or her then-current term, or until a replacement is appointed, whichever occurs last.

Member Responsibilities

To maintain membership, PRC members will be expected to attend at least fifty percent (50%) of the scheduled PRC meetings over a twelve-month period and perform assigned case reviews according to PRC policies. Members failing to fulfill their responsibilities will be replaced by the process used for committee appointment. Members are expected to participate in appropriate educational programs provided by the Medical Staff to increase their knowledge and skill to perform their responsibilities.

If a member of the Medical Staff who is not a PRC member is requested to perform a case review, it is that individual's responsibility to perform that review in a timely manner according to PRC policies.

Meetings

The PRC will meet at least ten (10) times per year. A quorum for purposes of making final determinations or recommendations for individual case reviews or improvement opportunities based on aggregate data will require the presence of 50% of the voting PRC members at a regularly scheduled meeting. The manner of action is defined as a majority vote of the voting PRC members present.

PRC Oversight

The PRC reports to the MEC at least monthly. No changes can be made to the PRC charter and policies without MEC approval. The PRC Chair or designee will provide a report to the MEC for each PRC meeting.

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ID #	Dept	Type	TJC Comp	Indicator	Indicator description	Prac Att	Excel Target	Accept Target
53	Rehab	1Rev	1PtCare	Emergent or urgent transfer of rehabilitation medicine patient to acute care unit or ED		PRC	NA	NA
54	Rad Onc	1Rev	1PtCare	Potential complication of Radiation Oncology treatment	Inclusions: Patients placed "on hold" by physician >5 days; Planned treatment with prescribed does discontinued; Development of moist skin reactions post radiation therapy.	PRC	NA	NA
69	Rad Onc	2Rule	1PtCare	Simulation to treatment time with IMRT planning >5 days		Attending		
70	Rad Onc	2Rule	1PtCare	Simulation to treatment time with 3D planning >3 days		Attending		
55	Rad Onc	3Rate	1PtCare	% Amendment of original radiation treatment plan subcategorized by major and minor effects on patient care		Rad Therapist	Pending	pending
78	Rad	3Rate	1PtCare	% Random case radiology interpretation correlation		Radiologist	Pending	Pending
79	Rad	3Rate	1PtCare	% Suspicious mammography findings confirmed by breast biopsy		Radiologist	Pending	Pending
80	Rad	3Rate	1PtCare	% Amendment in findings in radiology reports effecting patient care subcategorized by minor and major effect		Radiologist	Pending	Pending
81	Rad	3Rate	1PtCare	% agree with interpretation				
97	Rad	3Rate	3Commun	Radiology reports meeting turn around time standard for radiology services	Standards as defined for modality type and requested status (stat vs routine)	Radiologist	Pending	Pending
98	Rad	3Rate	3Commun	% quality of report satisfactory				
14	Peds	1Rev	1PtCare	Unanticipated Death- Pediatrics	Inclusions: All pediatric inpatient deaths. Exclusions: Palliative care; Severe trauma; Patients presenting to ED in actual or imminent cardiopulmonary arrest.	PRC	NA	NA
25	Peds	1Rev	1PtCare	Readmission of newborn infants for hyperbilirubinemia		PPC		
15	Peds	3Rate	1PtCare	% neonatal mortality		?	Pending	Pending
26	Peds	3Rate	1PtCare	% asthma patients ALOS- readmitted > 31 days		D/C physician	Pending	pending

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C40	Peds	3Rate	2MedKnow	PCB 04- Health care associated BSI in Newborns	Staphylococcal and gram negative septicemias or bacteremias in high-risk newborns			
C41	Peds	3Rate	2MedKnow	PCB 05- Exclusive Breast milk feeding	Exclusive breast milk feeding during the newborn's entire hospitalization			
76	Path	3Rate	1PtCare	% discrepancies between frozen section and final diagnosis		Pathologist	0%	3%
77	Path	3Rate	1PtCare	% pathology reports amended resulting in change in patient treatment plan		Pathologist	0%	2%
96	Path	3Rate	3Commun	Pathology reports meeting turn around time standard for anatomic pathology services	Standards as defined for specimen type (large vs small) and requested status (rush vs routine)	Pathologist	90%	75%
56	Osteopath	1Rev	1PtCare	Complications due to spinal manipulative therapy		PRC	NA	NA
13	OB/Gyn	1Rev	1PtCare	Unanticipated Death- OB/Neonate	Inclusions: Maternal death; Newborn or intrapartum fetal death with gestational age greater than 26 weeks; Exclusions: Infants with severe congenital anomalies; neonatal death due to severe maternal trauma.	PRC	NA	NA
24	OB/Gyn	1Rev	1PtCare	Post delivery maternal readmission within within 7 days (option 3 days) of discharge		PPC	NA	NA
47	OB/Gyn	1Rev	1PtCare	Possible permanent or serious infant injury	Inclusions: Shoulder dystocia resulting in asphyxia or brachial palsy; Skull fracture; Paralysis, etc. Any injury which will require significant follow-up beyond a palliative nature; Neonatal hyperbilirubinemia.	PRC	NA	NA
48	OB/Gyn	1Rev	1PtCare	Significant maternal complication of delivery	Inclusions: Eclampsia; Mother transferred to ICU post-delivery except if in ICU predelivery; Excessive maternal intra or peripartum blood loss (transfusion of > 3 units excluding transfusion for abruptio placenta or placenta previa); Post delivery hysterectomy excluding placenta accreta .	PRC	NA	NA
49	OB/Gyn	1Rev	1PtCare	Newborn resuscitation >1 hour after leaving delivery room.	Inclusion: Intubations and/or instrumentation for the purpose of assisting ventilation, and/or cardiac function	PRC	NA	NA

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63	OB/Gyn	2Rule	1PtCare	Lack of patient examination by an attending or appropriately qualified physician within 2 hours of the administration of pitocin.		Delivering	0/yr	4/yr
C08	Ob/Gyn	2Rule	2MedKw	Perinatal Care- Physician responsibilities bundle	Elective vaginal deliveries or elective c- sections at >=37 and <39 weeks of gestation completed; C-section in nulliparous women with a term, singleton baby in a vertex position; Patients at risk of preterm delivery at 24-32 weeks gestation receiving antenatal steroids prior to delivering preterm newborns	Delivering Phys		
103	OB/Gyn	2Rule	4Prof	Missed deliveries by OB provider or covering physician		Attending		
50	OB/Gyn	3Rate	1PtCare	% Birth trauma as defined by ICD9 codes		D/C physician	Pending	pending
51	OB/Gyn	3Rate	1PtCare	% C-section with length of stay >4 days	Target based on data from a normative large scale database	D/C physician	Pending	pending
64	OB/Gyn	3Rate	1PtCare	Primary C-section rate	Target based on data from a normative large scale database	D/C physician	100%	95%
65	OB/Gyn	3Rate	1PtCare	% Vaginal deliveries without assist				
66	OB/Gyn	3Rate	1PtCare	% vaginal deliveries with assist				
67	OB/Gyn	3Rate	1PtCare	% deliveries with major puerperal infection				
68	OB/Gyn	3Rate	1PtCare	% VBAC				
C42	Ob/Gyn	3Rate	2MedKnow	PCM-01 Elective delivery	Patient w/elective vaginal deliveries or elective cesarean sections at >=37 and <39 weeks of gestation completed			
C43	Ob/Gyn	3Rate	2MedKnow	PCM-02- Cesarean Section	Nulliparous women with a term, singleton baby in a vertex position delivered by cesarean section			
C44	Ob/Gyn	3Rate	2MedKnow	PCM-03 Antenatal steroids	Patients at risk of preterm delivery at 24-32 weeks gestation receiving antenatal steroids prior to delivering preterm newborns			
10	Interven	1Rev	1PtCare	Unanticipated death - Interventional Cardiology				
11	Interven	1Rev	1PtCare	Unanticipated death - GI invasive procedures				

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12	Interven	1Rev	1PtCare	Unanticipated death - Invasive radiology/Neuroradiology procedures				
42	Interven	1Rev	1PtCare	Signicant complications of cardiology invasive procedure	Inclusions: Rupture, tamperade or retroperitoneal hematoma.	PRC	NA	NA
44	Interven	1Rev	1PtCare	Signicant complications of endoscopy, colonoscopy or ERCP	Inclusion: Known complications potentially not managed appropriately. Exclusions: Routine perforations without prolonged length of stay or critical care admission less than 48 hours; Pancreatitis associated with ERCP.	PRC	NA	NA
43	Interven	3Rate	1PtCare	% Acute coronary artery closures related to invasive cardiology procedure	Inclusions: clotting, spasm or plaque resulting in acute MI.	Interven Card	Pending	Pending
45	Interven	3Rate	1PtCare	% perforations of colonoscopy procedures		Procedure Phy	Pending	pending
46	Interven	3Rate	1PtCare	% major neurologic complications following major neurovascular or cranial surgery or radiology invasive procedures	Inclusions: Central neurologic deficit (CVA, paralysis); Major peripheral neurological deficits. Exclusions: transient or resolved symptoms.	Procedure Phy		
62	Interven	3Rate	1PtCare	% indications met for invasive procedures	Inclusions: Procedures typically reviewed in RAC audits (Cardiac: (cath, Intervention cardiology, electrophysiology, incidental renal angiograms) GI, Orthopedic. May choose separate indicators and targets for speciifc procedures			
72	Emerg	2Rule	1PtCare	Significant discrepancy of Radiology overreads of ED physician reading requiring an acute patient intervention.	Inclusion: radiology plain films	Incident Report	0/yr	3/yr
C07	Emerg	2Rule	1PtCare	Emergency Room- Physician responsibilities bundle	ED-1 Median time from ED arrival to ED departure; ED-2- Admit decision time to ED departure	ED Phys		
89	Emerg	2Rule	3Commun	Validated patient complaints for ED physicians regarding non clinical issues.	Validation as described in medical staff validation policy. Inclusion: complaints for communication, responsiveness and behavior. Exclusion: complaints regarding specific diagnostic or treatment issues.	Incident Report	2/yr	8/yr

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C38	Emerg	3Rate	2MedKnow	ED-1 Median time from ED arrival to ED departure for admitted ED patients	Median time from emergency department arrival to time of departure from the emergency room for patients admitted to the facility from the emergency department.			
C39	Emerg	3Rate	2MedKnow	ED-2 Admit decision time to ED departure time for admitted patients	Median time from admit decision time to time of departure from the emergency department for emergency department patients admitted to inpatient status.			
C33	Card	3Rate	2MedKnow	SCIP2 (Card)- Beta blocker prior to admission and periop	Surgery patients on beta-blocker therapy prior to arrival who received a beta-blocker during the perioperative period. The perioperative period for the SCIP Cardiac measures is defined as 24 hours prior to surgical incision through discharge from post-anesthesia care/recovery area.	?	100%	95%
C34	Card	3Rate	2MedKnow	SCIP4- Cardiac surgery patients with controlled 6am postoperative blood	Cardiac surgery patients with controlled 6 A.M. blood glucose (less than or equal to □200 mg/dL) on postoperative day one (POD 1) and postoperative day two (POD 2) with Anesthesia End Date being postoperative day zero (POD 0).		100%	95%
C30	Behavioral Health	3Rate	2MedKnow	HBIPS2a- Hours of restraint use-overall rate	The total number of hours that all patients admitted to a hospital-based inpatient psychiatric setting were maintained in physical restraint.		100%	95%
C31	Behavioral Health	3Rate	2MedKnow	HBIPS3a- Hours of seclusion use-overall rate	The total number of hours that all patients admitted to a hospital-based inpatient psychiatric setting were held in seclusion.		100%	95%
C32	Behavioral Health	3Rate	2MedKnow	HBIPS4a- Patients discharged on multiple antipsychotic medications-overall rate	Patients discharged from a hospital-based inpatient psychiatric setting on two or more antipsychotic medications	D/C order MD	100%	95%

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C37	Behavioral Health	3Rate	2MedKnow	HBIPS1a- Assessment of violence risk, substance use disorder, trauma and patient strengths completed- overall rate	Patients admitted to a hospital-based inpatient psychiatric setting who are screened within the first three days of admission for all of the following: risk of violence to self or others, substance use, psychological trauma history and patient strengths.		100%	95%
16	Behav Health	1Rev	1PtCare	Unanticipated Death- Psych	Inclusions: Psychiatric patient deaths or suicides as inpatients or within 3 days of discharge. Exclusions: Transfers to another acute care facility	PRC	NA	NA
52	Behav Health	1Rev	1PtCare	Emergent or urgent transfer of psychiatric patient to acute care unit		PRC	NA	NA
75	Behav Health	2Rule	1PtCare	Physician non-compliance with initial seclusion and restraint evaluation for psychiatric patients.	Inclusion: Patients with restraints for psychiatric diagnoses on either psychiatric or non-psychiatric units.	Attending	0/yr	2/yr
73	Anesth	1Rev	1PtCare	Patient awareness under general anesthesia		PRC	NA	NA
41	Anesth	2Rule	1PtCare	Patient safety related events for patients undergoing anesthesia	Inclusions: Aspiration; Broken and/or chipped tooth; Eye trauma; Corneal abrasions; Failed epidural; Spinal/general hypothermia; Prolonged muscle paralysis.	Anesth	1/yr	3/yr
C05	Anesth	2Rule	2MedKwn	SCIP anesthesiologist responsibilities bundle	Prophylactic antibiotic received within one hour prior to surgical incision; Colorectal surgery patients with immediate postoperative normothermia	Anesthesiologist	1/yr	4/yr

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7	All Surg	1Rev	1PtCare	Unanticipated Death- Surgical	Inclusions: Peri-procedural mortality w/in 30 days of initial procedure. Exclusions (unless identified by another review indicator or by a low severity APRDRG score): Palliative care; severe trauma (ISS score >??); Intracranial patients presenting with GCS=3 or 4; Procedures with known expected death rates (e.g. cardiac surgery); Patients with ASA class 5 or 4) with appropriate procedure indications; Urgent/emergent surgery for aortic disease; Patients requiring surgical exploration with intraoperative findings indicating an unsalvagable condition.	PRC	NA	NA
22	All Surg	1Rev	1PtCare	Unplanned readmission within 3 days (option 7 days) of discharge for problems related to initial procedure	Exclusion: Complications monitored by rates; (e.g. Surgical infection); Staged procedures; Trauma patients readmitted for unrelated reasons; Failed dialysis access grafts; Patients previously discharged AMA; Pain control with LOS < 48 hrs	PRC	NA	NA
23	All Surg	1Rev	1PtCare	Unscheduled admission following outpatient procedure (or office based procedure?) requiring inpatient admission to critical care. (option or >48 hours)	Exclusion: Placement issues; Patients admitted for abnormal findings of outpatient diagnostic procedures.	PRC	NA	NA

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35	All Surg	1Rev	1PtCare	Major perioperative/ post procedural inpatient complications	Inclusions: Complication occurring either during initial stay or requiring readmission; Perioperative cardiac arrest (excluding ASA Status 4E or 5 with appropriate indications) New acute MI (excluding AMI related to open heart surgery or cardiology rescue procedures); Central neurological deficit (excluding cardiac or neurovascular procedures monitored by rates); Unplanned removal of an organ during surgical procedure; Severe metabolic derangement, Respiratory failure; Return to OR for evisceration, repair of organ, bowel obstruction or removal of foreign body (excluding failed dialysis access, unrelated procedures, planned returns or a specific complications monitored by rate indicators, e.g bleeding or hematoma); LOS >3x Medicare GMLOS. Intravascular air embolism; Medication prescribing errors	PRC	NA	NA
C04	All Surg	2Rule	2MedKw	SCIP surgeon responsibilities bundle	Prophylactic antibiotic selection for surgical patients; Prophylactic antibiotic discontinued within 24 hrs after surgery end time; Surgery patients with recommended venous thromboembolism prophylaxis ordered	Surgeon	1/yr	4/yr
95	All Surg	2Rule	3Commun	Important periprocedural physician documentation not completed in required timeframe	Inclusions: H&P, Op report, Progress notes, Pre-post OP notes; Patient consents either delayed or absent.	Surgeon	2/yr	6/yr
107	All Surg	2Rule	5System2	Procedure room delays for first case starts due to physician	Inclusions: either physician performing procedure or anesthesiologist. Exclusion: Sufficient prior notice by surgeon or anesthesiologist to allow rescheduling; Surgeon or anesthesiologist involvement in emergent care.	Incident Report	1/yr	5/yr

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8	All Surg	3Rate	1PtCare	Risk adjusted mortality index for surgical DRGs	Index=actual deaths divided by expected deaths as determined by risk adjusted software. Option: either all surgical DRGs combined, or top DRGs, individually or as a group, with some degree of expected frequency of mortality. (See rate exclusions for unexpected deaths)	Principle surgeon	0.85 or -1 sigma	1.3 or +1 sigma
9	All Surg	3Rate	1PtCare	% Mortality rate in patients with major complications as principal procedure provider	Failure to rescue as defined by ICD-9 coding			
36	All Surg	3Rate	1PtCare	% unplanned repair of an organ during operative procedure including laceration, puncture, tear or perforation	Based on ICD-9 injury codes	Principle surgeon	2%	5%
37	All Surg	3Rate	1PtCare	% Unanticipated return to surgery for hematoma, or hemorrhage		Principle surgeon	Pending	pending
38	All Surg	3Rate	1PtCare	Risk adjusted complications index for surgical DRGs	Index=actual complications divided by expected complications as determined by risk adjusted software. Option: either all surgical DRGs combined, or top DRGs individually or as a group.	Principle surgeon	0.85 or -1 sigma	1.3 or +1 sigma
39	All Surg	3Rate	1PtCare	% Major complication rate for principal procedure provider	If risk adjusted data not available			
40	All Surg	3Rate	1PtCare	% Surgical site infections by selected surgical procedures	Rate of surgical site infections subcategorized by procedure type	surgeon	2-5 %	2%
60	All Surg	3Rate	1PtCare	% of Appendectomies with no pathologic findings	Inclusion: Minimal serosal inflammation should not be considered a pathological finding. Exclusion: Appendenctomies removed incidentally as part of a principle procedure.	surgeon		
61	All Surg	3Rate	1PtCare	% of gallbladder specimens with no pathologic findings		surgeon		

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C24	All Surg	3Rate	2MedKnow	SCIP1- % Prophylactic antibiotic received within one hour prior to surgical incision	Surgical patients with prophylactic antibiotics initiated within one hour prior to surgical incision. Patients who received vancomycin or a fluoroquinolone for prophylactic antibiotics should have the antibiotics initiated within two hours prior to surgical incision. Due to the longer infusion time required for vancomycin or a fluoroquinolone, it is acceptable to start these antibiotics within two hours prior to incision time.	?	100%	95%
C25	All Surg	3Rate	2MedKnow	SCIP2- % Prophylactic antibiotic selection for surgical patients	Surgical patients who received prophylactic antibiotics consistent with current guidelines (specific to each type of surgical procedure).	Surgeon	100%	95%
C26	All Surg	3Rate	2MedKnow	SCIP3- % Prophylactic antibiotic discontinued within 24 hrs after surgery end time	Surgical patients whose prophylactic antibiotics were discontinued within 24 hours after Anesthesia End Time.	Surgeon	100%	95%
C27	All Surg	3Rate	2MedKnow	SCIP (VTE2)- Surgery patients who received appropriate venous thromboembolism prophylaxis w/in 24 hrs prior to surgery to 24 hours after surgery	Surgery patients who received appropriate venous thromboembolism (VTE) prophylaxis within 24 hours prior to Anesthesia Start Time to 24 hours after Anesthesia End Time.		100%	95%
C28	All Surg	3Rate	2MedKnow	SCIP (VTE1)- Surgery patients with recommended venous thromboembolism prophylaxis ordered	Surgery patients with recommended venous thromboembolism (VTE) prophylaxis ordered anytime from hospital arrival to 24 hours after Anesthesia End Time.	Surgeon	100%	95%
C29	All Surg	3Rate	2MedKnow	SCIP6- Surgery patients with appropriate hair removal	Surgery patients with appropriate surgical site hair removal. No hair removal, hair removal with clippers or depilatory is considered appropriate. Shaving is considered inappropriate.		100%	95%
C45	All Surg	3Rate	2MedKnow	VTE-3 Venous thromboembolism patients w/anticoagulation overlap therapy	The number of patients diagnosed with confirmed VTE who received an overlap of parenteral (intravenous [IV] or subcutaneous [subcu]) anticoagulation and warfarin therapy.			

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C46	All Surg	3Rate	2MedKnow	VTE-4 VTE patients receiving unfractionated Heparin with dosages/platelet count monitoring by protocol	This measure assesses the number of patients diagnosed with confirmed VTE who received intravenous (IV) UFH therapy dosages AND had their platelet counts monitored using defined parameters such as a nomogram or protocol			
C47	All Surg	3Rate	2MedKnow	VTE-5 Venous thromboembolism discharge instructions	This measure assesses the number of patients diagnosed with confirmed VTE that are discharged to home, to home with home health, home hospice or discharged/transferred to court/law enforcement on warfarin with written discharge instructions			
C48	All Surg	3Rate	2MedKnow	VTE-6 Incidence of potentially-preventable VTE	This measure assesses the number of patients diagnosed with confirmed VTE during hospitalization (not present on arrival) who did not receive VTE prophylaxis between hospital admission and the day before the VTE diagnostic testing order date.			
C09	All Surg	3Rate	2MedKwn	SCIP7- Colorectal surgery patients with immediate postoperative normothermia		Anesth	100%	95%
111	All Surg	3Rate	5System2	Severity Adjusted LOS index by surgical DRG	Index=actual LOS divided by expected LOS as determined by severity adjusted software. Option: either all surgical DRGs combined, or top DRGs individually or as a group.	Principle surgeon	0.85 or -1 sigma	1.3 or +1 sigma

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5	All Med	1Rev	1PtCare	Unanticipated Death- Medical	Inclusions: (Inpatient deaths for conditions where death is not typically anticipated; Death due to hypoglycemia; Intravascular air embolism. Exclusions (unless identified by another review indicator or by a low severity APRDRG score): Admissions for palliative care; Frail elderly with multiple comorbid conditions and documented poor prognosis; Patients presenting in shock (cardiovascular, hypovolemic; septic); Patients presenting to ED in actual or imminent cardiopulmonary arrest or with Intracranial process with GCS=3 or 4; Deaths from PE of patients on appropriate prevention protocols; Stroke deaths placed on Stroke protocol Medical conditions with known expected death rates (e.g. CHF, acute AMI, pneumonia, stroke)	PRC	NA	NA
17	All Med	1Rev	1PtCare	Unplanned readmissions of medical patients within 3 days (option 7 days) for related condition.	Exclusion: Patients previously discharged AMA; Psychiatric primary Dx or co-morbidity; Substance abuse; Diagnoses monitored by rates, (e.g. CHF, asthma, COPD, and terminal or palliative care);	PRC	NA	NA
33	All Med	1Rev	1PtCare	Patient initially admitted for a medical condition with significant complications occurring during initial stay or requiring readmission.	Inclusions: Medication prescribing errors; Unanticipated bleeding (excluding patients with anticoagulation in therapeutic range); Sepsis unrelated to primary diagnosis; Neurovascular deficit not present on admission excluding stroke patients placed on stroke protocol or transferred within 12 hours; Prolonged LOS >3x Medicare DRG GMLOS. Disability due to hypoglycemia. DVT/PE patients not placed on prophylaxis protocol. Renal/respiratory/cardiac failure not present on admission excluding patients with pre-existing comorbid conditions.	PRC	NA	NA
C01	All Med	2Rule	2MedKnw	HF physician responsibilities bundle	ACEI/ARB prescribed for LVSD at discharge; Evaluation of LVS function; D/C instructions?	D/C Phys	1/yr	4/yr

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C02	All Med	2Rule	2MedKnw	AMI physician responsibilities bundle	Receive aspirin within 24 hours of arrival; Prescribed aspirin at discharge; prescribed a beta blocker at discharge; Prescribed Statin at D/C instructions?	ED Phys D/C Phys	1/yr	4/yr
C03	All Med	2Rule	2MedKnw	Pneumonia physician responsibilities bundle	Initial antibiotic selection for ICU patients; Initial antibiotic selection for non- ICU patients.	Ordering phys	1/yr	4/yr
C06	All Med	2Rule	2MedKnw	Stroke Related- Physician responsibilities bundle	VTE prophylaxis; D/c'd on antithrombotic therapy; Anticoagulation therapy for atrial fib; thrombolytic therapy; antithrombotic therapy by end of day 2; d/c'd on statin medications; stroke education and assessed for rehabilitation	Attending		
94	All Med	2Rule	3Commun	Important medical physician documentation not completed in required timeframe	Inclusion: H & P, consents, DNR status	Audit	2/yr	6/yr
109	All Med	2Rule	5System2	Medicare patients in selected medical DRGs with 1 day LOS	Inclusion: Specific Medicare DRGs where Medicare is concerned with use of 1 day LOS vs. observation status.	Admitting	2/yr	6/yr
6	All Med	3Rate	1PtCare	Risk adjusted mortality index for medical DRGs	Index=actual deaths divided by expected deaths as determined by risk adjusted software. Option: either all medical DRGs combined, or top DRGs, individually or as a group, with some degree of expected frequency of mortality. (See rate exclusions for unexpected deaths)	Attending or hospitalist group	0.85 or -1 sigma	1.3 or +1 sigma
18	All Med	3Rate	1PtCare	% Readmissions chronic respiratory disease <31 days within the same DRG Major Disease Category (MDC)	Inclusion: Patients with initial DRG of chronic respiratory disease whose principle reason for readmission is for a DRG within the respiratory major disease category	D/C physician		
19	All Med	3Rate	1PtCare	% Readmissions for Acute MI <31 days within the same DRG Major Disease Category (MDC)	Inclusion: Patients with initial DRG of AMI whose principle reason for readmission is for a DRG within the heart major disease category	D/C physician	5%	15%
20	All Med	3Rate	1PtCare	% Readmissions for Pneumonia <31 days within the same DRG Major Disease Category (MDC)	Inclusion: Patients with initial DRG of Pneumonia whose principle reason for readmission is for a DRG within the respiratory major disease category	D/C physician		
21	All Med	3Rate	1PtCare	% Readmissions for Heart Failure <31 days within the same DRG Major Disease Category (MDC)	Inclusion: Patients with initial DRG of HF whose principle reason for readmission is for a DRG within the heart major disease category	D/C physician		

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34	All Med	3Rate	1PtCare	Risk adjusted complications index for medical DRGs	Index=actual complications divided by expected complications as determined by risk adjusted software. Option: either all medical DRGs combined, or top DRGs individually or as a group.	Attending	0.85 or -1 sigma	1.3 or +1 sigma
C10	All Med	3Rate	2MedKnow	AMI 1- % AMI patients receiving aspirin within 24 hours of arrival	Acute myocardial infarction (AMI) patients who received aspirin within 24 hours before or after hospital arrival		100%	98%
C11	All Med	3Rate	2MedKnow	AMI 2- % AMI patients who are prescribed aspirin at discharge	Acute myocardial infarction (AMI) patients who are prescribed aspirin at hospital discharge	D/C order MD	100%	98%
C12	All Med	3Rate	2MedKnow	AMI 5- % AMI patients who are prescribed a beta blocker at discharge	Acute myocardial infarction (AMI) patients who are prescribed a betablocker at hospital discharge	D/C order MD	100%	98%
C13	All Med	3Rate	2MedKnow	AMI-8 Median time to primary PCI	Median time from hospital arrival to primary percutaneous coronary intervention (PCI) in acute myocardial infarction (AMI) patients with ST-segment elevation or left bundle branch block (LBBB) on the electrocardiogram (ECG) performed closest to hospital arrival time		90	120
C14	All Med	3Rate	2MedKnow	AMI8a- Primary PCI received w/in 90 minutes of hospital arrival	Acute myocardial infarction (AMI) patients with ST-segment elevation or LBBB on the ECG closest to arrival time receiving primary PCI during the hospital stay with a time from hospital arrival to PCI of 90 minutes or less		60	90
C15	All Med	3Rate	2MedKnow	AMI7- Median Time to Fibrinolysis for AMI patients	Median time from arrival to administration of fibrinolytic therapy in acute myocardial infarction (AMI) patients with ST-segment elevation or left bundle branch block (LBBB) on the electrocardiogram (ECG) performed closest to hospital arrival time		20	30
C16	All Med	3Rate	2MedKnow	AMI 7a-Fibrinolytic therapy received within 30 min of hospital arrival	Acute myocardial infarction (AMI) patients with ST-segment elevation or LBBB on the ECG closest to arrival time receiving fibrinolytic therapy during the hospital stay and having a time from hospital arrival to fibrinolysis of 30 minutes or less		20	30

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C17	All Med	3Rate	2MedKnow	HF2- Evaluation of LVS function	Heart failure patients with documentation in the hospital record that left ventricular systolic (LVS) function was evaluated before arrival, during hospitalization, or is planned for after discharge	Attending	100%	98%
C18	All Med	3Rate	2MedKnow	HF3-% Heart failure patients prescribed ACEI/ARB for LVSD	Heart failure patients with left ventricular systolic dysfunction (LVSD) who are prescribed an ACEI or ARB at hospital discharge.	D/C order MD	100%	98%
C19	All Med	3Rate	2MedKnow	PN5c- Initial antibiotic dose within 6 hours of hospital arrival	Pneumonia patients who receive their first dose of antibiotics within 6 hours after arrival at the hospital		100%	98%
C20	All Med	3Rate	2MedKnow	PN6a- Initial antibiotic selection for ICU patients	Immunocompetent patients with Community-Acquired Pneumonia who receive an initial antibiotic regimen during the first 24 hours that is consistent with current guidelines	Ordering	100%	98%
C21	All Med	3Rate	2MedKnow	PN6b- Initial antibiotic selection for non-ICU patients	Immunocompetent patients with Community-Acquired Pneumonia who receive an initial antibiotic regimen during the first 24 hours that is consistent with current guidelines	Ordering	100%	98%
C22	All Med	3Rate	2MedKnow	CAC1-Use of Relievers for Inpatient Asthma	Use of relievers in pediatric patients admitted for inpatient treatment of asthma	Ordering	100%	95%
C23	All Med	3Rate	2MedKnow	CAC2-Use of Corticosteroids in Inpatient Asthma	Use of systemic corticosteroids in pediatric patients admitted for inpatient treatment of asthma	Ordering	100%	95%
C35	All Med	3Rate	2MedKnow	HF1- Discharge instructions	Heart failure patients discharged home with written instructions or educational material given to patient or caregiver at discharge or during the hospital stay addressing all of the following: activity level, diet, discharge medications, follow-up appointment, weight monitoring, and what to do if symptoms worsen		100%	98%
C36	All Med	3Rate	2MedKnow	CAC-3 Home Mgt plan of care given to patient and caregiver	An assessment that there is documentation in the medical record that a Home Management Plan of Care (HMPC) document was given to the pediatric asthma patient/caregiver.		100%	95%

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C49	All Med	3Rate	2MedKnow	STK-1 VTE prophylaxis	This measure assesses the number of patients who received VTE prophylaxis or have documentation why no VTE prophylaxis was given the day of or the day after hospital admission or surgery end date for surgeries that start the day of or the day after hospital admission.			
C50	All Med	3Rate	2MedKnow	STK-2 Discharged on Antithrombotic Therapy	Ischemic stroke patients prescribed antithrombotic therapy at hospital discharge			
C51	All Med	3Rate	2MedKnow	STK-3 Anticoagulation Therapy for atrial fibrillation/flutter	Ischemic stroke patients with atrial fibrillation/flutter who are prescribed anticoagulation therapy at hospital discharge.			
C52	All Med	3Rate	2MedKnow	STK-4 Thrombolytic therapy	Acute ischemic stroke patients who arrive at this hospital within 2 hours of time last known well and for whom IV t-PA was initiated at this hospital within 3 hours of time last known well.			
C53	All Med	3Rate	2MedKnow	STK-5 Antithrombotic therapy by end of hospital day 2	Ischemic stroke patients administered antithrombotic therapy by the end of hospital day 2.			
C54	All Med	3Rate	2MedKnow	STK-6 Discharged on Statin medication	Ischemic stroke patients with LDL greater than or equal to 100 mg/dL, or LDL not measured, or who were on a lipid-lowering medication prior to hospital arrival are prescribed statin medication at hospital discharge.			
C55	All Med	3Rate	2MedKnow	STK-8 Stroke education	Ischemic or hemorrhagic stroke patients or their caregivers who were given educational materials during the hospital stay addressing all of the following: activation of emergency medical system, need for follow-up after discharge, medications prescribed at discharge, risk factors for stroke, and warning signs and symptoms of stroke.			
C56	All Med	3Rate	2MedKnow	STK- 10 Assessed for rehabilitation	Ischemic or hemorrhagic stroke patients who were assessed for rehabilitation services.			
110	All Med	3Rate	5System2	Severity Adjusted LOS index by medical DRG	Index=actual LOS divided by expected LOS as determined by severity adjusted software. Option: either all medical DRGs combined, or top DRGs individually or as a group.	Attending	0.85 or -1 sigma	1.3 or +1 sigma

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4	All Depts	1Rev	1PtCare	Unanticipated death identified by low risk APRDRG Severity Adjusted Mortality	By use of severity adjusted outcomes to identify unexpected or low probability deaths.	PRC	NA	NA
27	All Depts	1Rev	1PtCare	Wrong procedure site or patient		PRC	NA	NA
28	All Depts	1Rev	1PtCare	Potential missed/ misdiagnosis or delay in treatment/consultation resulting in significant change in patient treatment plan.	Significant change: Unanticipated death; Permanent diasability not present on admission; unplanned transfer to ICU; unplanned invasive procedure interventions.	PRC	NA	NA
29	All Depts	1Rev	1PtCare	Unanticipated significant change in patient condition Alternate version for Potential missed/ misdiagnosis or delay in treatment/consultation:	Significant change: Death; Permanent diasability; Unanticipated transfer to ICU; Unplanned invasive procedural interventions; Unplanned readmission from the ED; Inclusions: Potential missed/ misdiagnosis or delay in diagnosis or treatment/consultation; Autopsy with unexpected findings potentially affecting patient care.			
30	All Depts	1Rev	1PtCare	Unanticipated Cardiac or Respiratory arrest outside of the Operating Room, PACU, Cath lab, ICU or non-telemetry patient	Exclusion: Palliative, hospice, or terminal care. Inclusion: As referred by the Code Blue/RRT for physician care issues.	PRC	NA	NA
31	All Depts	1Rev	1PtCare	Unplanned intubation or mechanical ventilation assistance during or following procedure requiring moderate sedation	Exclusions: Procedure attended by Anesthesiologist or ED physician; Cath lab patients intubated for hemodynamic instability.	PRC	NA	NA
59	All Depts	1Rev	1PtCare	Significant tissue discrepancy between pre and post op diagnosis in the absence of treatment prior to surgery	Inclusions: Differences between pre op diagnosis and post op diagnosis and/or path diagnosis affecting treatment plan; Unexpected tissue from an operative or invasive procedure. Exclusions: Prior treatment by biopsies, excisions, radiation therapy or chemotherapy; Procedures monitored by rates (non malignant hysterectomies, appendectomy, percutaneous needle biopsy and gallbladder procedures).	PRC	NA	NA
71	All Depts	1Rev	1PtCare	Risk management referral for significant clinical concern not otherwise classified.	Referrals not otherwise covered by specific review indicators with review determined by peer review committee policy.	PRC	NA	NA
74	All Depts	1Rev	1PtCare	Referral from external organization for quality of care issues	Inclusion: Organizations such as: QIO; Payers; State agencies; Other acute care facilities for clinical care issues. Exclusion: Issues involving documentation only	PRC	NA	NA

ATTACHMENT C

1	All Depts	2Rule	1PtCare	# of case reviews deemed care inappropriate	# of peer review cases with defined final rating by peer review committee.	PRC	0/yr	2/yr
2	All Depts	2Rule	1PtCare	# of case reviews deemed care questionable or inappropriate	# of peer review cases with defined final rating by peer review committee.	PRC	0/yr	4/yr
3	All Depts	2Rule	1PtCare	# of cases with documentation issues identified by Peer review	# of peer review cases with defined final rating by peer review committee.	PRC	0/yr	5/yr
32	All Depts	2Rule	1PtCare	Patient receiving 2 or more doses of reversal agent for moderate sedation		Ordering	2/yr	6/yr
57	All Depts	2Rule	1PtCare	Blood component use not meeting appropriateness criteria	Based on MS approved criteria for PRBC's, Platelets, FFP, cryoprecipitate	Ordering	1/yr	4/yr
82	All Depts	2Rule	2MedKnow	Compliance with use of standing order sets/cliinical protocols	Inclusions: Transfusion; DVT; stroke (Could be separate rule for each protocol)	Ordering	0/yr	3/yr
	All Depts	2Rule	2MedKnow	Compliance with nationally measured evidenced based medicine	See Core Measure Worksheet (may be rule or rate)			
83	All Depts	2Rule	3Commun	Orders for restraint not in compliance with regulatory guidelines	Inclusions: Order not signed, timed, dated; Specified type of restraint or lack of clinical justification	Audit	0/yr	2/yr
84	All Depts	2Rule	3Commun	Physician documentation lacking essential elements per regulatory guidelines.	As determined by concurrent or retrospective audits of documentation for specific components of the H&P, Op report, Progress notes, Pre-post OP notes, patient consents, etc.	Audit	1/yr	4/yr
85	All Depts	2Rule	3Commun	Suspensions for delinquent medical records	Inclusion: Any suspension communicated to clinical services (e.g. surgery, admissions)	Attending per HIM	0/yr	3/yr
86	All Depts	2Rule	3Commun	Illegible medication order	Medication order illegible as validated by two licensed staff at the time order is needed	Ordering	2/yr	6/yr
87	All Depts	2Rule	3Commun	Verbal orders authenticated within required timeframe	Verbal/telephone orders signed, dated and timed within 48 hours of order per CMS.	Attending		
88	All Depts	2Rule	3Commun	Validated patient complaints for general medical staff physicians regarding non clinical issues.	Validation as described in medical staff validation policy. Inclusion: Complaints for communication, responsiveness and behavior. Exclusion: Complaints regarding specific diagnostic or treatment issues; ED physicians. (See ED indicator).	Validation Policy	1/yr	4/yr
99	All Depts	2Rule	4Prof	Validated incidents of inappropriate physician behavior	Validation as described in medical staff validation policy. Inclusion: Incidents reported by hospital staff or medical staff. Exclusion: Patient based complaints (see patient specific indicator)	Incident Report	0/yr	2/yr

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100	All Depts	2Rule	4Prof	Validated incidents of physician non-responsiveness to nursing requests for modification of patient treatment	Validation as described in medical staff validation policy and including requests conforming to nursing communication policy.	Validation Policy	0/yr	2/yr
101	All Depts	2Rule	4Prof	Validated incidents of nonavailability for ED call by physician on call list or covering physician	Validation as described in medical staff validation policy.	Validation Policy	0/yr	2/yr
102	All Depts	2Rule	4Prof	Validated incidents of patient not seen and/or documented daily by physician	Exclusion: Cases seen by an attending MD (e.g. primary care or consulting physician) in specified timeframe.	Validation Policy	0/yr	2/yr
104	All Depts	2Rule	5System1	Physician orders containing "do not use" abbreviations	As determined by concurrent review (e.g. pharmacy or case management) or retrospective audit.	Ordering	3/yr	6/yr
105	All Depts	2Rule	5System1	Validated incidents of physician non-compliance with procedural universal safety protocol.	Inclusions: Procedures performed in OR and surgical suite.	Validation Policy	0/yr	1/yr
106	All Depts	2Rule	5System1	Adherence to standard precautions for infection control	Inclusions: Isolation room precautions; Hand washing.	Incident Report	2/yr	6/yr
108	All Depts	2Rule	5System2	Avoidable patient day episodes due to physician decisions or practice	Avoidable days as defined by organizational case management criteria and validated through MS guidelines.	Attending Per CM	1/yr	4/yr
58	All Depts	3Rate	1PtCare	Cross match to transfusion ratio		Ordering	2:1	1:1
90	All Depts	3Rate	3Commun	Average or percentile rank patient satisfaction survey score for physician questions	Option: all physicians questions or selected physician questions separately (e.g. communication, time spent, etc). Physician specificity will vary based on survey vendor capabilities, sample size, attribution issues	Attending	90%tile	50%tile
91	All Depts	3Rate	3Commun	During hospital stay how often did doctors treat you with courtesy and respect		Attending	90%tile	50%tile
92	All Depts	3Rate	3Commun	During hospital stay how often did doctors listen carefully to you		Attending	90%tile	50%tile
93	All Depts	3Rate	3Commun	During hospital stay how often did doctors explain things in a way you could understand		Attending	90%tile	50%tile
112	All Depts	3Rate	6Prac Learn	% excellent ratings on physician feedback report		PPFR	Pending	Pending

ATTACHMENT C1

INPATIENT INDICATOR	Specialty	Competency	TYPE
Validated incidents of poor communication	All	Interpers/Comm Skills	rule
Noncompliance with medical record documentation	All	Interpers/Comm Skills	rule
Case review with care rated less than acceptable	All	Patient Care	rule
Unplanned transfer to higher level of care	All	Patient Care	rule
Validated incidents of unprofessional behavior	All	Professionalism	rule
Avoidable days	All	Systems-based Practice	rule
Unexpected death	All	Patient Care	review
Compliance with 48 hour postanesthesia note	Anesthesiology	Interpers/Comm Skills	rule
Prophylactic antibiotic given within timeframe	Anesthesiology	Med/Clin Knowledge	rule
Temperature control for procedures longer than 60 minutes (1 temp recorded at least 95.9 within the 30 minutes before or the 15 minutes after anesthesia)	Anesthesiology	Med/Clin Knowledge	rule
Patient safety related events under anesth (including need for re-intubation and patient awareness under anesthesia)	Anesthesiology	Patient Care	review
Tobacco abstinence prior to anesthesia on the day of the procedure	Anesthesiology	Patient Care	rate
Post-anesthetic formal transfer of care protocol/checklist used in transfer from procedure room to PACU	Anesthesiology	Patient Care	rule
Post-anesthetic formal transfer of care protocol/checklist used in transfer from procedure room to ICU	Anesthesiology	Patient Care	rule
Central venous catheter related bloodstream infection - percentage of patients with maximal sterile barrier technique, hand hygiene, skin preparation and, if ultrasound is used, sterile ultrasound techniques followed	Anesthesiology	Patient Care	rate
Percentage of patients who undergo a procedure under an inhalational general anesthetic, AND who have 3 or more risk factors for post-operative nausea and vomiting, who receive combination therapy consisting of at least 2 prophylactic pharmacologic antiemetic agents of different classes preoperative or intraoperatively	Anesthesiology	Patient Care	rate

ATTACHMENT C1

Documentation that current medications were reviewed	Anesthesiology	Med/Clin Knowledge	rule
Documentation of screening and follow-up for high blood pressure	Anesthesiology	Med/Clin Knowledge	rule
Documentation of screening and follow-up for elevated BMI	Anesthesiology	Med/Clin Knowledge	rule
Use of antiplatelet agents in AMI	Cardiology	Med/Clin Knowledge	rule
Use of statins in AMI	Cardiology	Med/Clin Knowledge	rule
Use of anticoagulants in a fib and a flutter	Cardiology	Med/Clin Knowledge	rule
Compliance with heart failure initiatives	Cardiology	Med/Clin Knowledge	rule
Significant complications from card interventions	Cardiology	Patient Care	review
Acute coronary closures rel to procedure	Cardiology	Patient Care	rate
Major neuro comp after procedure	Cardiology	Patient Care	rate
Unanticipated return to cath lab within 48 hours	Cardiology	Patient Care	review
Renal failure following cath	Cardiology	Patient Care	review
Indications for invasive procedures	Cardiology	Systems-based Practice	rate
TAT for diagnostic reports (EKG, echo, stress tests)	Cardiology	Systems-based Practice	rate
ACEI or ARB therapy for coronary artery disease in patient with diabetes or left ventricular systolic dysfunction (LVEF < 40%)	Cardiology	Patient Care	rate
Beta-blocker therapy for CAD in patients with prior MI or LVSD	Cardiology	Patient Care	rate
ACEI or ARB therapy for Heart Failure in patients with LVSD	Cardiology	Patient Care	rate
Aspirin or another antiplatelet agent for patients with Ischemic Vascular Disease	Cardiology	Patient Care	rate
Fluoro times for various procedures	Cardiology	Patient Care	rate
Implantable cardioverter-defibrillator (ICD) complication rate	Cardiology - Interventional	Patient Care	rate
Infection with 180 days of cardiac implantable electronic device (CEID) implantation, replacement, or revision	Cardiology - Interventional	Patient Care	rate
Patient satisfaction score	ED	Interpers/Comm Skills	rate

ATTACHMENT C1

Compliance with use of guidelines (pediatric fever, stroke, sepsis, etc.)	ED	Med/Clin Knowledge	rule
Compliance with moderate/deep sedation procedures (sat, consent, etc.)	ED	Systems-based Practice	rule
Complications from moderate/deep sedation	ED	Patient Care	rule
Transfer to ICU within 24 hours of admission	ED	Patient Care	review
Utilization of CT for minor blunt head trauma (GCS of 15)	ED	Systems-based Practice	rate
Utilization of CT for the diagnosis of PE	ED	Systems-based Practice	rate
Utilization of radiologic imaging for presentations of low back pain	ED	Systems-based Practice	rate
Room to doc time	ED	Systems-based Practice	rate
Abdominal CT utilization in children (start with ultrasound, only do CT if indeterminate)	ED	Med/Clin Knowledge	rule
Compliance with PECARN protocol for head trauma in children	ED	Med/Clin Knowledge	rule
Rh immunoglobulin (Rhogam) for Rh-negative pregnant women at risk of fetal blood exposure	ED	Patient Care	rate
Ultrasound determination of pregnancy location for pregnant patients with abdominal pain	ED	Patient Care	rate
PCP identified in H&P and discharge summary	Family Medicine	Interpers/Comm Skills	rate
Discharge summary to PCP in 72 hours	Family Medicine	Interpers/Comm Skills	rate
360 degree evaluation	Family Medicine	Interpers/Comm Skills	rate
Correct antibiotic for CAP	Family Medicine	Med/Clin Knowledge	rule
Discharge ACEI/ARB for heart failure	Family Medicine	Med/Clin Knowledge	rule
DVT prophylaxis	Family Medicine	Med/Clin Knowledge	rate
Compliance with guidelines (diabetic ketoacidosis, heparin use, stroke)	Family Medicine	Med/Clin Knowledge	rule
Risk-adjusted mortality	Family Medicine	Patient Care	rate
Readmission within 7d for same or similar diagnosis	Family Medicine	Patient Care	review
Indications for stress test/echo	Family Medicine	Systems-based Practice	rate
Code status documentation	Family Medicine	Systems-based Practice	rate

ATTACHMENT C1

Beta-lactam antibiotic treatment of methicillin-sensitive staphylococcus aureus (MSSA) bacteremia	Family Medicine	Patient Care	rule
ACEI or ARB therapy for Heart Failure in patients with LVSD	Family Medicine	Patient Care	rate
Beta-blocker therapy for LVSD in patients with heart failure	Family Medicine	Patient Care	rate
Patients with stroke discharged on antithrombotic therapy	Family Medicine	Patient Care	rule
Documentation of continued need for Foley catheter	Family Medicine	Systems-based Practice	rule
Documentation of continued need for central line	Family Medicine	Systems-based Practice	rule
Colonoscopy withdrawal time	GI	Patient Care	rule
%age of patients with adenoma detection on colonoscopy	GI	Patient Care	rate
Sedation reversal rate	GI	Patient Care	rate
Cecal intubation rate in colonoscopy	GI	Patient Care	rate
Number of procedures for adequate treatment of an UGI bleed	GI	Patient Care	rate
Cannulation rate in ERCP	GI	Patient Care	rate
Infection rate with ERCP	GI	Patient Care	rate
% unplanned repair of an organ during op proc	Gynecology	Patient Care	rate
% surgical site infections within periop period (vaginal vs nonvaginal surgeries)	Gynecology	Patient Care	rate
Complication rate of surgeries	Gynecology	Patient Care	rate
Performance of cystoscopy at the time of hysterectomy for pelvic organ prolapse to detect lower urinary tract injury	Gynecology	Patient Care	rate
Bladder injury at the time of any pelvic organ prolapse repair	Gynecology	Patient Care	rate
Bowel injury at the time of any pelvic organ prolapse repair	Gynecology	Patient Care	rate
Ureter injury at the time of any pelvic organ prolapse repair	Gynecology	Patient Care	rate
Mortality rate	Gynecology	Patient Care	rate

ATTACHMENT C1

Unplanned return to the OR < 72 hours	Gynecology	Patient Care	review
Readmissions in less than 7 days	Gynecology	Patient Care	review
VTE prophylaxis compliance	Gynecology	Patient Care	rule
Late start first case of the day	Gynecology	Systems-based Practice	rule
Correct prophylactic antibiotic	Gynecology	Med/Clinical Knowledge	rule
Use of CHOP/Rituximab in Diffuse Large B-cell Lymphoma	Hematology	Patient Care	rate
Use of Rituximab/CHOP in B-cell Lymphoma	Hematology	Patient Care	rate
ECHO/PFT testing in Hodgkin's Lymphoma	Hematology	Patient Care	rate
Number of biopsies done before treatment	Hematology	Patient Care	rate
Length of time between diagnosis and treatment	Hematology	Patient Care	rate
Cardiac evaluation in patients treated with anthracycline	Hematology	Med/Clin Knowledge	rule
Hepatitis B, Hepatitis C, and HIV testing in lymphoma patients	Hematology	Med/Clin Knowledge	rule
Rebiopsy at relepase to confirm the diagnosis	Hematology	Patient Care	rate
PCP identified in H&P and discharge summary	Internal Medicine	Interpers/Comm Skills	rate
Discharge summary to PCP in 24 hours	Internal Medicine	Interpers/Comm Skills	rate
360 degree evaluation	Internal Medicine	Interpers/Comm Skills	rate
Correct antibiotic for CAP	Internal Medicine	Med/Clin Knowledge	rule
Discharge ACEI/ARB for heart failure	Internal Medicine	Med/Clin Knowledge	rule
DVT prophylaxis	Internal Medicine	Med/Clin Knowledge	rate
Compliance with guidelines (diabetic ketoacidosis, heparin use, stroke)	Internal Medicine	Med/Clin Knowledge	rule
Risk-adjusted mortality	Internal Medicine	Patient Care	rate
Readmission within 7d for same or similar diagnosis	Internal Medicine	Patient Care	review
Indications for stress test/echo	Internal Medicine	Systems-based Practice	rate
Code status documentation	Internal Medicine	Systems-based Practice	rate
Beta-lactam antibiotic treatment of methicillin-sensitive staphylococcus aureus (MSSA) bacteremia	Internal Medicine	Patient Care	rule
ACEI or ARB therapy for Heart Failure in patients with LVSD	Internal Medicine	Patient Care	rate
Beta-blocker therapy for LVSD in patients with heart failure	Internal Medicine	Patient Care	rate

ATTACHMENT C1

Patients with stroke discharged on antithrombotic therapy	Internal Medicine	Patient Care	rule
Central venous catheter related bloodstream infection - percentage of patients with maximal sterile barrier technique, hand hygiene, skin preparation and, if ultrasound is used, sterile ultrasound techniques followed	ICU	Patient Care	rate
360 degree evaluation	ICU	Interpers/Comm Skills	rate
Correct antibiotic for CAP	ICU	Med/Clin Knowledge	rule
DVT prophylaxis	ICU	Med/Clin Knowledge	rate
Code status documentation	ICU	Systems-based Practice	rate
Timeliness of consultation	Infectious Disease	Systems-based Practice	rule
Co-signing of resident consultation notes prior to 7am	Infectious Disease	Patient Care	rule
Adequate documentation in consult note (microbiologic ddx, anatomic ddx)	Infectious Disease	Med/Clin Knowledge	rule
Customer service survey (PCPs, hospitalists)	Infectious Disease	Interpers/Comm Skills	rate
Compliance with KDOQI (Kidney Disease Outcomes Quality Initiative)	Nephrology	Med/Clin Knowledge	rule
Dialysis orders in Cerner before the nurse begins dialysis	Nephrology	Systems-based Practice	rule
Appropriate adherence to brain death criteria	Neurology	Patient Care	rule
Appropriate recommendation of use TPA in acute stroke management	Neurology	Patient Care	rule
Recommendation for patients with stroke to be discharged on antithrombotic therapy	Neurology	Patient Care	rule
TAT for EMGs and NCV reports	Neurology	Systems-based Practice	rate
TAT for EEGs (acute and routine)	Neurology	Systems-based Practice	rate
Compliance with work-up guidelines (i.e., delirium, new onset seizures, or coccidioidomycosis)	Neurology	Med/Clin Knowledge	rule
Complication rate for coiled aneurysms	Neuro-Interventional	Patient Care	rate

ATTACHMENT C1

Complication rate for AVM embolization	Neuro-Interventional	Patient Care	rate
Complication rate for thrombectomies	Neuro-Interventional	Patient Care	rate
Carotid artery stenting (CAS) for asymptomatic patients, without major complication, discharged to home by POD #2	Neuro-Interventional	Systems-based Practice	rate
Postoperative stroke or death in asymptomatic patients undergoing carotid artery stenting (CAS)	Neuro-Interventional	Patient Care	rate
Infection rate for cranial surgery	Neurosurgery	Patient Care	rate
Infection rate for spinal surgery	Neurosurgery	Patient Care	rate
CSF leak in spinal surgery (excluding prior surgery or use of epidural steroids)	Neurosurgery	Patient Care	rate
New neuro deficit after procedure	Neurosurgery	Patient Care	rate
Mortality rate	Neurosurgery	Patient Care	rate
Unplanned return to the OR < 72 hours	Neurosurgery	Patient Care	review
Readmissions in less than 30 days	Neurosurgery	Patient Care	review
VTE prophylaxis compliance	Neurosurgery	Patient Care	rule
Correct prophylactic antibiotic	Neurosurgery	Med/Clinical Knowledge	rule
Late start first case of the day	Neurosurgery	Systems-based Practice	rule
Selection of Prophylactic Antibiotic ♦ First OR Second Generation Cephalosporin	Neurosurgery	Patient Care	rule
Post delivery maternal readmission within 7 days	OB	Patient Care	review
Possible permanent or serious infant injury	OB	Patient Care	review
Significant maternal complication of delivery	OB	Patient Care	review
Bowel obstruction or ileus > 4 days	OB	Patient Care	review
Sepsis or shock	OB	Patient Care	review
Cardiac arrest or arrhythmia requiring cardioversion	OB	Patient Care	review
Peripartum cardiomyopathy	OB	Patient Care	review
Bladder or bowel injury	OB	Patient Care	review
Use of central line	OB	Patient Care	review
Aspiration pneumonia	OB	Patient Care	review

ATTACHMENT C1

Respiratory distress requiring ventilation	OB	Patient Care	review
Eclampsia	OB	Patient Care	review
Hypertension requiring IV anti-hypertensive treatment	OB	Patient Care	review
Cerebrovascular disorder (CVA, coma, intracranial hemorrhage)	OB	Patient Care	review
Return to the OR, specifically for bleeding or with hysterectomy	OB	Patient Care	review
Unanticipated Death- OB/Neonate (excluding newborns with chromosomal abnormalities)	OB	Patient Care	review
Neonatal birth trauma (subdural/cerebral hemorrhage, epicranial subaponeurotic hemorrhage, skeletal injury excluding clavicle, injury to spine/spinal cord, facial nerve injury, cranial/peripheral nerve injury, other specified birth trauma)	OB	Patient Care	review
Post delivery maternal readmission within within 6 weeks of discharge	OB	Patient Care	review
Newborn resuscitation >1 hour after leaving delivery room.(excludes gestational age < 32 weeks)	OB	Patient Care	review
Missed deliveries by attending	OB	Patient Care	rate
% Birth trauma as defined by ICD10 codes	OB	Patient Care	rate
Primary C-section rate	OB	Patient Care	rate
% vaginal deliveries with assist	OB	Patient Care	rate
Sepsis developing within ? One week	OB	Patient Care	review
% VBAC	OB	Patient Care	rate
Elective vaginal deliveries or elective c-sections at >=37 and <39 weeks of gestation completed	OB	Med/Clinical Knowledge	rule
Elective primary C-section in nulliparous women with a term, singleton baby in a vertex position	OB	Med/Clinical Knowledge	rule
Patients at risk of preterm delivery at 24-32 weeks gestation receiving antenatal steroids prior to delivering preterm newborns	OB	Med/Clinical Knowledge	rule
% 3rd and 4th degree lacerations	OB	Patient Care	rate
% episiotomies	OB	Patient Care	rate
Unplanned ICU admission	OB	Patient Care	review

ATTACHMENT C1

Tranfusion of 4 or more units of blood products (PRBC, FFP, platelets, whole blood)	OB	Patient Care	review
Intraoperative injury or complication	OB	Patient Care	review
Unexpected complication (PE, DVT, emergency hysterectomy)	OB	Patient Care	review
Poor neonatal outcome (5 minute APGAR <8, cord gas pH <7.0, cord gas BE < -12.0, referred by neonatologist)	OB	Patient Care	review
IUFD in 3rd trimester if seen by provider within past 14 days	OB	Patient Care	review
Maternal mortality	OB	Patient Care	review
Patients with eclampsia	OB	Patient Care	review
Occurrence of Caesarean-hysterectomy	OB	Patient Care	review
Hemorrhage of >500cc with vaginal delivery or >1,000 cc with caesarean delivery	OB	Patient Care	rate
Wound disruption (abdominal, vaginal, perineal)	OB	Patient Care	rate
Postpartum depression screening	OB	Med/Clinical Knowledge	rule
screening for substance abuse	OB	Med/Clinical Knowledge	rule
Readmission rate with 7d for cancer patients	Oncology	Patient Care	review
Stage IV cancer pts without DNR status	Oncology	Systems-based Practice	rule
Timeliness of consultation	Oncology	Systems-based Practice	rule
Documentation of end of life decision making	Oncology	Patient Care	rule
KRAS gene mutation testing performed for patients with metastatic colorectal cancer who receive anti-epidermal growth factor receptor (EGFR) monoclonal antibody therapy	Oncology	Patient Care	rate
Patients with metastatic colorectal cancer and KRAS gene mutation spared treatment with anti-epidermal growth factor receptor (EGFR) monoclonal antibodies	Oncology	Patient Care	rate
Imaging for osteopenia in patients with metastatic prostate cancer	Oncology	Med/Clin Knowledge	rule
Cardiac ultrasound done every 3-6 months in patients with HER2 positive patients on trastuzumab	Oncology	Med/Clin Knowledge	rule

ATTACHMENT C1

NQF 0223 Adjuvant chemotherapy is recommended or administered within 4 months (120 days) of diagnosis to patients under the age of 80 with AJCC III (lymph node positive) colon cancer	Oncology	Med/Clin Knowledge	rate
NQF 0223 Adjuvant chemotherapy is recommended or administered within 4 months (120 days) of diagnosis to patients under the age of 80 with AJCC III (lymph node positive) breast cancer	Oncology	Med/Clin Knowledge	rate
Mortality	Oral & Maxillofacial Surgery	Patient Care	review
ATB prophylaxis (hx of prior SBE, prior artificial joint infection, recent heart/joint procedure within last 3 months) (consider significant poor oral hygiene, diabetes)	Oral & Maxillofacial Surgery	Med/Clin Knowledge	rule
Complication rate (damage to adjacent structures)	Oral & Maxillofacial Surgery	Patient Care	rate
Mortality rate	Oral & Maxillofacial Surgery	Patient Care	rate
Unplanned return to the OR < 72 hours	Oral & Maxillofacial Surgery	Patient Care	review
Readmissions in less than 7 days	Oral & Maxillofacial Surgery	Patient Care	review
VTE prophylaxis compliance	Oral & Maxillofacial Surgery	Patient Care	rule
% unplanned repair of an organ during op proc	Oral & Maxillofacial Surgery	Patient Care	rate

ATTACHMENT C1

Late start first case of the day	Oral & Maxillofacial Surgery	Systems-based Practice	rule
Complications (nonunion, dehiscence, failure to heal, deep wound infection, dislocation after hip hemi-arthroplasty)	Ortho	Patient Care	rate
Readmissions in less than 30 days	Ortho	Patient Care	review
DVT prophylaxis compliance	Ortho	Patient Care	rule
Percentage of patients regardless of age undergoing a total knee replacement whose operative report identifies the prosthetic implant specifications including the prosthetic implant manufacturer, the brand name of the prosthetic implant and the size of each prosthetic implant	Ortho	Interpers/Comm Skills	rate
Mortality	Otolaryngology	Patient Care	review
Unplanned return to the OR < 72 hours	Otolaryngology	Patient Care	review
Readmissions in less than 30 days	Otolaryngology	Patient Care	review
VTE prophylaxis compliance	Otolaryngology	Patient Care	rule
Complication rate	Otolaryngology	Patient Care	rate
Late start first case of the day	Otolaryngology	Systems-based Practice	rule
Documentation of wound classification in the OR	Otolaryngology	Med/Clin Knowledge	rule
Compliance with consent form requirements	Otolaryngology	Systems-based Practice	rule
Rate of hypocalcemia following thyroidectomy	Otolaryngology	Patient Care	rate
Over-read correlation	Pathology	Patient Care	rate
Discrepancy rate frozen section to final	Pathology	Patient Care	rate
TAT for Frozen section results (time from specimen receipt to report; less than 20 minutes)	Pathology	Systems-based Practice	rule
Esophageal biopsy reports that document the presence of Barrett's mucosa also include a statement about dysplasia	Pathology	Interpers/Comm Skills	rate
Radical prostatectomy pathology reports that include the pT category, the pN category, the Gleason score and a statement about margin status	Pathology	Interpers/Comm Skills	rate

ATTACHMENT C1

Colorectal cancer resection pathology reports that include the pT category and the pN category (regional lymph nodes) with histologic grade	Pathology	Interpers/Comm Skills	rate
Breast cancer resection pathology reports that include the pT category and the pN category (regional lymph nodes) with histologic grade	Pathology	Interpers/Comm Skills	rate
Primary non-small cell lung cancer biopsy/cytology reports with specific histologic type or classified as NSCLC-NOS with an explanation included in the report	Pathology	Interpers/Comm Skills	rate
Primary lung carcinoma resection pathology reports that include the pT category and the pN category and for non-small cell lung cancer, histologic type	Pathology	Interpers/Comm Skills	
Primary malignant cutaneous melanoma resection pathology reports that include the pT category and a statement on thickness and ulceration and for pT1, mitotic rate	Pathology	Interpers/Comm Skills	rate
Compliance with hyperbilirubinemia protocol	Pediatrics	Med/Clin Knowledge	rule
Readmissions (newborns) in less than 7 days	Pediatrics	Patient Care	review
Compliance with meningitis guideline	Pediatrics	Med/Clin Knowledge	rule
Compliance with RSV guideline	Pediatrics	Med/Clin Knowledge	rule
Compliance with asthma guideline	Pediatrics	Med/Clin Knowledge	rule
Compliance with dehydration guideline	Pediatrics	Med/Clin Knowledge	rule
Compliance with congenital syphilis guideline	Pediatrics	Med/Clin Knowledge	rule
Compliance with Valley Fever guideline	Pediatrics	Med/Clin Knowledge	rule
Compliance with AAP guideline to r/o sepsis	Pediatrics	Med/Clin Knowledge	rule
Exclusive breast milk feeding	Pediatrics	Med/Clin Knowledge	rule
Unexpected newborn complications (moderate or severe)	Pediatrics	Patient Care	
Medication reconciliation upon discharge from the hospital	Pediatrics	Systems-based Practice	
Compliance with Neonatal Abstinence Syndrome (NAS) guidelines	Peds-Neonatal	Med/Clin Knowledge	rule
Compliance with early feeding guidelines	Peds-Neonatal	Med/Clin Knowledge	rule
Compliance with early onset sepsis protocol	Peds-Neonatal	Med/Clin Knowledge	rule

ATTACHMENT C1

Compliance with guidelines on antibiotic usage	Peds-Neonatal	Med/Clin Knowledge	rule
Compliance with use of the CA Human Services database	Peds-Neonatal	Med/Clin Knowledge	rule
Compliance with pneumonia guidelines	Peds-Neonatal	Med/Clin Knowledge	rule
% surgical site infections within periop period	Plastic Surgery	Patient Care	rate
VTE prophylaxis compliance	Plastic Surgery	Patient Care	rule
Infection/wound complications from implants	Plastic Surgery	Patient Care	rate
Unplanned return to the OR < 72 hours	Plastic Surgery	Patient Care	review
Readmissions in less than 30 days	Plastic Surgery	Patient Care	review
% unplanned repair of an organ during op proc	Plastic Surgery	Patient Care	rate
Late start first case of the day	Plastic Surgery	Systems-based Practice	rule
Documentation to support the diagnosis	Psychiatry	Interpers/Comm Skills	rule
Documentation of H&P, including a neurologic exam	Psychiatry	Interpers/Comm Skills	rule
Documentation of history of substance abuse	Psychiatry	Interpers/Comm Skills	rule
Documentation of history of violence	Psychiatry	Interpers/Comm Skills	rule
Justification for use of more than 1 antipsychotic simultaneously	Psychiatry	Patient Care	rule
Documentation of risk assessment at discharge	Psychiatry	Patient Care	rule
Appropriate indications for bronchoscopy	Pulmonary	Patient Care	rule
Return to the ICU within 24 hours after transfer out	Pulmonary	Patient Care	rule
Re-intubations after non-self extubations	Pulmonary	Patient Care	rule
Bedside spirometry before discharge	Pulmonary	Patient Care	rule
Sedation reversal rate	Pulmonary	Patient Care	rate
TAT for diagnostic reports	Pulmonary	Systems-based Practice	rate
Mucositis secondary to radiation	Radiation Oncology	Patient Care	rate
%age of patients on TPN	Radiation Oncology	Patient Care	rate

ATTACHMENT C1

Limitation of radiation doses to normal tissues established prior to the initiation of a course of 3D conformal radiation for breast, rectal, pancreatic, or lung cancer	Radiation Oncology	Patient Care	rate
360 degree evaluation	Radiology	Interpers/Comm Skills	rate
Cross read correlation (RadPeer and others done internally such as breast)	Radiology	Patient Care	rate
TAT for diagnostic reports	Radiology	Systems-based Practice	rate
Appropriate communication of critical results	Radiology	Patient Care	rule
Appropriateness of follow-up CT imaging or incidentally detected pulmonary nodules according to recommended guidelines	Radiology	Patient Care	rate
Use of BI-RADS for mammography	Radiology	Patient Care	rule
Endovascular aneurysms repair (EVAR) of small or moderate non-ruptured infrarenal abdominal aortic aneurysms (AAA) without major complications discharged to home by POD #2	Radiology - Interventional	Systems-based Practice	rate
Pneumothorax rate after lung biopsy	Radiology - Interventional	Patient Care	rate
Bleeding rate after invasive procedure	Radiology - Interventional	Patient Care	rate
TAT for diagnostic report after invasive procedure	Radiology - Interventional	Systems-based Practice	rule
Compliance with post-procedure note	Radiology - Interventional	Med/Clin Knowledge	rule
Compliance with universal protocol / time out procedures	Radiology - Interventional	Systems-based Practice	rule
Complication rate for coiled aneurysms	Neuro-Interventional	Patient Care	rate
Complication rate for AVM embolization	Neuro-Interventional	Patient Care	rate
Complication rate for thrombectomies	Neuro-Interventional	Patient Care	rate

ATTACHMENT C1

Carotid artery stenting (CAS) for asymptomatic patients, without major complication, discharged to home by POD #2	Neuro-Interventional	Systems-based Practice	rate
Postoperative stroke or death in asymptomatic patients undergoing carotid artery stenting (CAS)	Neuro-Interventional	Patient Care	rate
Mortality rate	Surgery	Patient Care	rate
Unplanned return to the OR < 24-48 hours	Surgery	Patient Care	review
Readmissions in less than 30 days	Surgery	Patient Care	review
VTE prophylaxis compliance	Surgery	Patient Care	rule
% unplanned repair of an organ during op proc	Surgery	Patient Care	rate
% surgical site infections within periop period	Surgery	Patient Care	rate
Late start first case of the day	Surgery	Systems-based Practice	rule
Anastomotic leak intervention following gastric bypass or colectomy surgery	Surgery	Patient Care	rate
Correct prophylactic antibiotic	Surgery	Med/Clinical Knowledge	rule
Deep sternal wound infection rate in CABG	Thoracic Surgery	Patient Care	rate
Postoperative renal failure in CABG	Thoracic Surgery	Patient Care	rate
Prolonged intubation (>24 hours) for CABG	Thoracic Surgery	Patient Care	rate
Postoperative stroke in CABG	Thoracic Surgery	Patient Care	rate
Surgical re-exploration rate in CABG	Thoracic Surgery	Patient Care	rate
Appropriate prophylactic antibiotic selection	Thoracic Surgery	Med/Clinical Knowledge	rule
VTE prophylaxis compliance	Thoracic Surgery	Med/Clinical Knowledge	rule
Mortality rate	Thoracic Surgery	Patient Care	rate
Unplanned return to the OR < 72 hours	Thoracic Surgery	Patient Care	review
Readmissions in less than 7 days	Thoracic Surgery	Patient Care	review
% unplanned repair of an organ during op proc	Thoracic Surgery	Patient Care	rate
% surgical site infections within periop period	Thoracic Surgery	Patient Care	rate
Late start first case of the day	Thoracic Surgery	Systems-based Practice	rule
Mortality rate	Trauma Surgery	Patient Care	rate
Unplanned return to the OR < 48 hours	Trauma Surgery	Patient Care	review
Readmissions in less than 30 days	Trauma Surgery	Patient Care	review

ATTACHMENT C1

VTE prophylaxis compliance	Trauma Surgery	Patient Care	rule
complication rate (from TQIP)	Trauma Surgery	Patient Care	rate
% surgical site infections within periop period	Trauma Surgery	Patient Care	rate
Anastomotic leak intervention following gastric bypass or colectomy surgery	Trauma Surgery	Patient Care	rate
Central venous catheter related bloodstream infection - percentage of patients with maximal sterile barrier technique, hand hygiene, skin preparation and, if ultrasound is used, sterile ultrasound techniques followed	Trauma Surgery	Patient Care	rate
Rate of self-extubation	Trauma Surgery	Patient Care	rate
High risk or very high risk prostate cancer patients receiving external beam radiotherapy who are prescribed adjuvant hormonal therapy (GnRH[gonadotropin-releasing hormone] agonist or antagonist)	Urology	Patient Care	rate
Avoidance of overuse of bone scan for staging low risk prostate cancer patients receiving interstitial prostate brachytherapy, external beam radiotherapy to the prostate, rdical prostatectomy, or cryotherapy (for use as a screening tools but not repetitive unless an abnormality is noted	Urology	Patient Care	rate
Mortality rate	Urology	Patient Care	rate
Unplanned return to the OR < 72 hours	Urology	Patient Care	review
Readmissions in less than 30 days, excluding medical service admissions)	Urology	Patient Care	review
VTE prophylaxis compliance	Urology	Patient Care	rule
% unplanned repair of an organ during op proc	Urology	Patient Care	rate
% surgical site infections within periop period	Urology	Patient Care	rate
Late start first case of the day	Urology	Systems-based Practice	rule
Correct prophylactic antibiotic	Urology	Med/Clinical Knowledge	rule

ATTACHMENT C1

Carotid artery stenting (CAS) for asymptomatic patients, without major complication, discharged to home by POD #2	Vascular Surgery	Systems-based Practice	rate
Carotid endarterectomy (CEA) for asymptomatic patients, without major complications discharged to home by POD #2	Vascular Surgery	Systems-based Practice	rate
Death rate for endovascular aneurysm repair (EVAR) of small or moderate non-ruptured infrarenal abdominal aortic aneurysms (AAA)	Vascular Surgery	Patient Care	rate
Endovascular aneurysm repair (EVAR) of small or moderate non-ruptured infrarenal abdominal aortic aneurysms (AAA) without major complications discharged to home by POD #2	Vascular Surgery	Systems-based Practice	rate
Open repair of small or moderate non-ruptured infrarenal abdominal aortic aneurysms (AAA) without major complications discharged to home by POD #7	Vascular Surgery	Systems-based Practice	rate
Postoperative stroke or death in asymptomatic patients undergoing carotid artery stenting (CAS)	Vascular Surgery	Patient Care	rate
% surgical site infections within periop period	Vascular Surgery	Patient Care	rate
Mortality rate	Vascular Surgery	Patient Care	rate
Unplanned return to the OR < 72 hours	Vascular Surgery	Patient Care	review
Readmissions in less than 7 days	Vascular Surgery	Patient Care	review
VTE prophylaxis compliance	Vascular Surgery	Patient Care	rule
% unplanned repair of an organ during op proc	Vascular Surgery	Patient Care	rate
% surgical site infections within periop period	Vascular Surgery	Patient Care	rate
Late start first case of the day	Vascular Surgery	Systems-based Practice	rule
Correct prophylactic antibiotic	Vascular Surgery	Med/Clinical Knowledge	rule
Complication rate for coiled aneurysms	Neuro-Interventional	Patient Care	rate
Complication rate for AVM embolization	Neuro-Interventional	Patient Care	rate
Complication rate for thrombectomies	Neuro-Interventional	Patient Care	rate

ATTACHMENT C1

Carotid artery stenting (CAS) for asymptomatic patients, without major complication, discharged to home by POD #2	Neuro-Interventional	Systems-based Practice	rate
Postoperative stroke or death in asymptomatic patients undergoing carotid artery stenting (CAS)	Neuro-Interventional	Patient Care	rate
Compliance with consultation completion timeframe	Wound Care	Systems-based Practice	rule
Compliance with hyperbaric chamber guidelines	Wound Care	Med/Clin Knowledge	rule

ATTACHMENT C2

OUTPATIENT INDICATOR	Specialty	Competency	TYPE
<p>Documentation of current medications in the medical record: Percentage of visits for patients aged 18 years and older for which the eligible professional attests to documenting a list of current medications using all immediate resources available on the date of the encounter. This list must include ALL known prescriptions, over-the-counters, herbals, and vitamin/mineral/dietary (nutritional) supplements AND must contain the medications' name, dosage, frequency and route of administration.</p>	All	Patient Care	rate
<p>Percentage of patients aged 18 years and older with a BMI documented during the current encounter or during the previous six months AND with a BMI outside of normal parameters, a follow-up plan is documented during the encounter or during the previous six months of the current encounter Normal Parameters: Age 18 years and older BMI => 18.5 and < 25 kg/m2</p>	All	Patient Care	rate
<p>Percentage of patients aged 18 years and older seen during the reporting period who were screened for high blood pressure AND a recommended follow-up plan is documented based on the current blood pressure (BP) reading as indicated</p>	All	Patient Care	rate
<p>Percentage of patients aged 18 years and older who were screened for tobacco use one or more times within 24 months AND who received cessation counseling intervention if identified as a tobacco user</p>	All	Patient Care	rate
<p>Percentage of patients aged 18 years and older who were screened for unhealthy alcohol use using a systematic screening method at least once within the last 24 months AND who received brief counseling if identified as an unhealthy alcohol user</p>	All	Patient Care	rate
<p>The percentage of adolescents 12 to 20 years of age with a primary care visit during the measurement year for whom tobacco use status was documented and received help with quitting if identified as a tobacco user</p>	All	Patient Care	rate

ATTACHMENT C2

<p>Statin therapy for prevention and treatment of cardiovascular disease in patients with 1) hx of ASCVD, 2) fasting LDL >190, 3) dx of familial or pure hypercholesterolemia, or 4) diabetics with fasting LDL 70-189</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of patients aged 18 years and older with a diagnosis of nonvalvular atrial fibrillation (AF) or atrial flutter whose assessment of the specified thromboembolic risk factors indicate one or more high-risk factors or more than one moderate risk factor, as determined by CHADS2 risk stratification, who are prescribed warfarin OR another oral anticoagulant drug that is FDA approved for the prevention of thromboembolism</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of stress single-photon emission computed tomography (SPECT) myocardial perfusion imaging (MPI), stress echocardiogram (ECHO), cardiac computed tomography angiography (CCTA), or cardiac magnetic resonance (CMR) performed in low risk surgery patients 18 years or older for preoperative evaluation during the 12-month reporting period</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of all stress single-photon emission computed tomography (SPECT) myocardial perfusion imaging (MPI), stress echocardiogram (ECHO), cardiac computed tomography angiography (CCTA), and cardiovascular magnetic resonance (CMR) performed in patients aged 18 years and older routinely after percutaneous coronary intervention (PCI), with reference to timing of test after PCI and symptom status</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of all stress single-photon emission computed tomography (SPECT) myocardial perfusion imaging (MPI), stress echocardiogram (ECHO), cardiac computed tomography angiography (CCTA), and cardiovascular magnetic resonance (CMR) performed in asymptomatic, low coronary heart disease (CHD) risk patients 18 years and older for initial detection and risk assessment</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Closing the referral loop: Percentage of patients with referrals, regardless of age, for which the referring provider receives a report from the provider to whom the patient was referred</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>

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<p>Percentage of patients 18-85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHg) during the measurement period</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of patients aged 18 years and older with a diagnosis of coronary artery disease seen within a 12 month period who also have diabetes OR a current or prior Left Ventricular Ejection Fraction (LVEF) < 40% who were prescribed ACE inhibitor or ARB therapy</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of patients aged 18 years and older with a diagnosis of coronary artery disease (CAD) seen within a 12 month period who were prescribed aspirin or clopidogrel</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of patients aged 18 years and older with a diagnosis of coronary artery disease seen within a 12 month period who also have a prior MI or a current or prior LVEF <40% who were prescribed beta-blocker therapy</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of patients aged 18 years and older with a diagnosis of heart failure (HF) with a current or prior left ventricular ejection fraction (LVEF) < 40% who were prescribed ACE inhibitor or ARB therapy either within a 12 month period when seen in the outpatient setting OR at each hospital discharge</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>
<p>Percentage of patients aged 18 years and older with a diagnosis of heart failure (HF) with a current or prior left ventricular ejection fraction (LVEF) < 40% who were prescribed beta-blocker therapy either within a 12 month period when seen in the outpatient setting OR at each hospital discharge</p>	<p>Cardiology</p>	<p>Patient Care</p>	<p>rate</p>

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Percentage of patients 18 years of age and older who were diagnosed with acute myocardial infarction (AMI), coronary artery bypass graft (CABG) or percutaneous coronary interventions (PCI) in the 12 months prior to the measurement period, or who had an active diagnosis of ischemic vascular disease (IVD) during the measurement period, and who had documentation of use of aspirin or another antiplatelet during the measurement period.	Cardiology	Patient Care	rate
Screening BP done and referral to PCP if elevated	Endocrinology	Patient Care	rate
Annual TSH in patients with hypothyroidism	Endocrinology	Med/Clinical Knowledge	Rule
Diabetes - annual eye exam	Endocrinology	Med/Clinical Knowledge	rate
Diabetes - annual foot exam	Endocrinology	Med/Clinical Knowledge	rate
Diabetes - ASA daily (depending on severity and if over 60yo)	Endocrinology	Med/Clinical Knowledge	rate
Diabetes - BP assessment	Endocrinology	Med/Clinical Knowledge	rate
Diabetes - LDL level annually	Endocrinology	Med/Clinical Knowledge	rate
Press-Ganey patient satisfaction score	Family Medicine	Interpers/Comm Skills	rate
Influenza vaccination rates	Family Medicine	Med/Clin Knowledge	rate
Breast Cancer Screening	Family Medicine	Med/Clin Knowledge	rate
Cervical Cancer Screening	Family Medicine	Med/Clin Knowledge	rate
Childhood Immunization	Family Medicine	Med/Clin Knowledge	rate
Chlamydia Screening	Family Medicine	Med/Clin Knowledge	rate
Colorectal Cancer Screening	Family Medicine	Med/Clin Knowledge	rate
Diabetes - Blood Pressure	Family Medicine	Med/Clin Knowledge	rate
Diabetes - LDL Control	Family Medicine	Med/Clin Knowledge	rate
Diabetes - HbA1c Control	Family Medicine	Med/Clin Knowledge	rate
Diabetes - Urine microalbumin	Family Medicine	Med/Clin Knowledge	rate
Diabetes - Tobacco-free	Family Medicine	Med/Clin Knowledge	rate
Diabetes - Daily Aspirin Use	Family Medicine	Med/Clin Knowledge	rate
Diabetes - retinal exam if HgA1c is > 9	Family Medicine	Med/Clin Knowledge	rule
Vascular Disease - Blood Pressure	Family Medicine	Med/Clin Knowledge	rate
Vascular Disease - LDL Control	Family Medicine	Med/Clin Knowledge	rate
Vascular Disease - Tobacco-free	Family Medicine	Med/Clin Knowledge	rate
Vascular Disease - Daily Aspirin Use	Family Medicine	Med/Clin Knowledge	rate
Bone densitometry	Family Medicine	Med/Clin Knowledge	rate
High volume outpatient admissions	Family Medicine	Patient Care	review
Admission within 7 days after office visit	Family Medicine	Patient Care	review
Medication reconciliation at each visit	Family Medicine	Patient Care	rule

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Lung cancer screening, if indicated	Family Medicine	Med/Clin Knowledge	rule
Statin therapy for prevention and treatment of cardiovascular disease in patients with 1) hx of ASCVD, 2) fasting LDL >190, 3) dx of familial or pure hypercholesterolemia, or 4) diabetics with fasting LDL 70-189	Family Medicine	Patient Care	rate
Age appropriate screening colonoscopy (age > 85yo)	GI	Med/Clinical Knowledge	rate
Appropriate follow-up interval for normal colonoscopy in average risk patients	GI	Patient Care	rate
Appropriate colonoscopy interval for patients with a hx of adenomatous polyps	GI	Patient Care	rate
Barrett's esophagitis detection rate in GERD	GI	Patient Care	rate
Screening for hepatocellular carcinoma in patients with chronic hepatitis C cirrhosis	GI	Patient Care	rate
Hepatitis A vaccination in patients with Hepatitis C	GI	Patient Care	rate
Hepatitis B vaccination in patients with Hepatitis C	GI	Patient Care	rate
Hepatoma screening every 15 months in patients with liver cirrhosis	GI	Patient Care	rate
Corticosteroid sparing therapy in patients with IBD	GI	Patient Care	rate
Influenza vaccination in patients >18 years with IBD	GI	Patient Care	rate
Pneumococcal vaccination in patients >18 years with IBD	GI	Patient Care	rate
Screening colonoscopy adenoma detection rate	GI	Patient Care	rate
Customer service survey (PCPs)	Infectious Disease	interspers/Comm Skills	rate
Valley fever: compliance with use of medication protocol	Infectious Disease	Med/Clinical Knowledge	rule
HIV/AIDS: drug level when issues of medication compliance	Infectious Disease	Patient Care	rule
HIV/AIDS: screening for high risk sexual behavior	Infectious Disease	Med/Clinical Knowledge	rate
HIV/AIDS: STD screening for chlamydia and gonorrhea	Infectious Disease	Patient Care	rate
HIV/AIDS: STD screening for syphilis	Infectious Disease	Patient Care	rate
HIV/AIDS: screening for injection drug use	Infectious Disease	Patient Care	rate
HIV/AIDS: CD4+ cell count or CD4+ percentage	Infectious Disease	Patient Care	rate
HIV/AIDS: anal pap	Infectious Disease	Patient Care	rate
HIV/AIDS: office visit with infectious disease	Infectious Disease	Patient Care	rate
HIV/AIDS: Hep A vaccine #1	Infectious Disease	Med/Clinical Knowledge	rate
HIV/AIDS: Hep A vaccine #2	Infectious Disease	Med/Clinical Knowledge	rate
HIV/AIDS: Hep B vaccine #1	Infectious Disease	Med/Clinical Knowledge	rate
HIV/AIDS: Hep B vaccine #2	Infectious Disease	Med/Clinical Knowledge	rate
HIV/AIDS: Hep B vaccine #3	Infectious Disease	Med/Clinical Knowledge	rate
HIV/AIDS: Prevnar 13	Infectious Disease	Med/Clinical Knowledge	rate

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HIV/AIDS: PPSV23	Infectious Disease	Med/Clinical Knowledge	rate
Screening for hepatocellular carcinoma in patients with chronic hepatitis C cirrhosis	Infectious Disease	Med/Clinical Knowledge	rate
Press-Ganey patient satisfaction score	Internal Medicine	Interpers/Comm Skills	rate
Adult vaccination rates	Internal Medicine	Med/Clin Knowledge	rate
URI tx with ATBs when not indicated	Internal Medicine	Med/Clin Knowledge	rule
Breast Cancer Screening	Internal Medicine	Med/Clin Knowledge	rate
Cervical Cancer Screening	Internal Medicine	Med/Clin Knowledge	rate
Chlamydia Screening	Internal Medicine	Med/Clin Knowledge	rate
Colorectal Cancer Screening	Internal Medicine	Med/Clin Knowledge	rate
Diabetes - Blood Pressure	Internal Medicine	Med/Clin Knowledge	rate
Diabetes - LDL Control	Internal Medicine	Med/Clin Knowledge	rate
Diabetes - HbA1c Control	Internal Medicine	Med/Clin Knowledge	rate
Diabetes - Urine microalbumin	Internal Medicine	Med/Clin Knowledge	rate
Diabetes - Tobacco-free	Internal Medicine	Med/Clin Knowledge	rate
Diabetes - Daily Aspirin Use	Internal Medicine	Med/Clin Knowledge	rate
Vascular Disease - Blood Pressure	Internal Medicine	Med/Clin Knowledge	rate
Vascular Disease - LDL Control	Internal Medicine	Med/Clin Knowledge	rate
Vascular Disease - Tobacco-free	Internal Medicine	Med/Clin Knowledge	rate
Vascular Disease - Daily Aspirin Use	Internal Medicine	Med/Clin Knowledge	rate
Bone densitometry	Internal Medicine	Med/Clin Knowledge	rate
High volume outpatient admissions	Internal Medicine	Patient Care	review
Admission within 7 days after office visit	Internal Medicine	Patient Care	review
Assessment for urinary incontinence in women over 65	Internal Medicine	Patient Care	rate
Percentage of female patients aged 65 years and older who were assessed for the presence or absence of urinary incontinence within 12 months	Internal Medicine	Patient Care	rate
Medication reconciliation at each visit	Internal Medicine	Patient Care	rule
Compliance with Chronic Kidney Disease guidelines	Nephrology	Med/Clin Knowledge	rule
Hepatitis B vaccination before starting dialysis	Nephrology	Patient Care	rule
Appropriateness of treatment for MS	Neurology	Patient Care	rule
Anticonvulsant annual drug level: dilantin	Neurology	Patient Care	rate
Anticonvulsant annual drug level: phenobarbital	Neurology	Patient Care	rate
CRAFFT screening for substance abuse	OB	Med/Clinical Knowledge	rule

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Non-compliance with medical record documentation	OB	Interpersonal/Comm Skills	Rate
Percentage of unscheduled clinic visit slots per quarter to ensure maximum utilization of available clinic appointments	OB	Systems-Based Practice	rate
Postpartum depression screening	OB	Med/Clinical Knowledge	rule
Validated incidents of poor communication	OB	Interpersonal/Comm Skills	rate
Assessment for urinary incontinence in women over 65	Gynecology	Patient Care	rate
Timeliness of consultation	Oncology	Systems-based Practice	rule
Communication with the physician providing diabetic care: Percentage of patients aged 18 years and older with a diagnosis of diabetic retinopathy who had a dilated macular or fundus exam performed with documented communication to the physician who manages the ongoing care of the patient with diabetes mellitus regarding the findings of the macular or fundus exam at least once within 12 months (every 2 years in those considered pre-diabetics)	Ophthalmology	Patient Care	rate
Adults with a diagnosis of diabetic retinopathy who had a dilated macular or fundus exam performed which included documentation of the level of severity of retinopathy and the presence or absence of macular edema during one or more office visits within 12 months	Ophthalmology	Patient Care	rate
Adults with a diagnosis of primary open-angle glaucoma (POAG) who have an optic nerve head evaluation during one or more office visits within 12 months (prefers to have done every 6 months)	Ophthalmology	Patient Care	rate
Adults with a diagnosis of primary open-angle glaucoma (POAG) whose glaucoma treatment has not failed (the most recent IOP was reduced by at least 15% from the pre-intervention level) OR if the most recent IOP was not reduced by at least 15% from the pre-intervention level, a plan of care was documented within 12 months	Ophthalmology	Patient Care	rate
Patient satisfaction survey	Ophthalmology	Interpers/Comm Skills	rate
Closing the referral loop: Percentage of patients with referrals, regardless of age, for which the referring provider receives a report from the provider to whom the patient was referred	Orthopedics	Interpers/Comm Skills	rate

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Adults with primary total hip arthroplasty (THA) who completed baseline and follow-up patient-reported functional status assessments	Orthopedics	Patient Care	rate
Adults with primary total knee arthroplasty (TKA) who completed baseline and follow-up patient-reported functional status assessments	Orthopedics	Patient Care	rate
Percentage of patients regardless of age undergoing a total knee replacement with documented shared decision-making with discussion of conservative (non-surgical) therapy (e.g., non-steroidal anti-inflammatory drug (NSAIDs), analgesics, weight loss, exercise, injections) prior to the procedure	Orthopedics	Patient Care	rate
Percentage of patients regardless of age undergoing a total knee replacement who are evaluated for the presence or absence of venous thromboembolic and cardiovascular risk factors within 30 days prior to the procedure (e.g. history of Deep Vein Thrombosis (DVT), Pulmonary Embolism (PE), Myocardial Infarction (MI), Arrhythmia and Stroke)	Orthopedics	Med/Clin Knowledge	rate
Percentage of patients 18-50 years of age with a diagnosis of low back pain who did not have an imaging study (plain X-ray, MRI, CT scan) within 28 days of the diagnosis.	Orthopedics	Med/Clin Knowledge	rate
Timeliness of appointment for STAT referrals to the office	Otolaryngology	Patient Care	rate
Childhood Immunization Status Combination 10: Children age 2 who had four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenza type B (HiB); three hepatitis B (Hep B), one chicken pox (VZV); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by their second birthday.	Pediatrics	Patient Care	rate
Well child visits in the first 15 months of life: 6 or more well-child visits, with a PCP on different dates of service, on or before the child's 15-month birthday.	Pediatrics	Patient Care	rate
Percentage of children, age 0-20 years, who received a fluoride varnish application during the measurement period.	Pediatrics	Patient Care	rate
Hemoglobin and lead measurement at 9 months of age	Pediatrics	Med/Clin Knowledge	rate
Hemoglobin and lead measurement at 2 years of age	Pediatrics	Med/Clin Knowledge	rate
Antibiotic treatment only if 1) strep screen is + or 2) strep screen is negative but throat culture is positive	Pediatrics	Patient Care	rule

PRIME
PRIME

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Urine culture is done on all urine specimens (obtained with question of infections) if child is less than 2 years of age	Pediatrics	Patient Care	rule	
Categorization of asthma	Pediatrics	Med/Clin Knowledge	rule	
Congenital syphilis: titers done at 2 months, 4 months, and 6 months of age	Pediatrics	Patient Care	rule	
Obesity: counseling, referral to dietician, appropriate labs performed	Pediatrics	Patient Care	rule	PRIME
Compliance with use of autism checklist at ages 18 and 24 months	Pediatrics	Patient Care	rule	PRIME
Screening ofr alcohol and drug misuse for those 12 years of age and older	Pediatrics	Patient Care	rule	PRIME
CAHPS provider rating	Pediatrics	Interpers/Comm Skills	rate	PRIME
Influenza vaccination (or report of receipt of vaccination) for ages 6 months and older	Pediatrics	Patient Care	rate	PRIME
Exclusive breast milk feeding	Pediatrics	Patient Care	rate	PRIME
PC4: Asthma Medication Ratio: Individuals 5 years and older who were identified as having persistent asthma during both the measurement year and the year prior to the measurement year who had a ratio of controller medications to total asthma medications of 0.50 or greater during the measurement year	Pediatrics	Patient Care	rate	PRIME
PC7.A: Children and Adolescent Access to PCP: 12-24 Months - 1 or more visits with a PCP during the year	Pediatrics	Patient Care	rate	PRIME
PC7.B: Children and Adolescent Access to PCP: 25 Months to 6 years - 1 or more visits with a PCP during the year	Pediatrics	Patient Care	rate	PRIME
PC7.C: Children and Adolescent Access to PCP: 7-11 years - 1 or more visits with a PCP during the year	Pediatrics	Patient Care	rate	PRIME
PC7.D: Children and Adolescent Access to PCP: 12-19 years - 1 or more visits with a PCP during the year	Pediatrics	Patient Care	rate	PRIME
Percentage of visits for patients aged 18 years and older with documentation of a pain assessment using a standardized tool(s) on each visit AND documentation of a follow-up plan when pain is present	PM&R	Patient Care	rate	
COPD: Lung Function/Spirometry Evaluation	Pulmonary	Patient Care	rate	
COPD: Inhaled Bronchodilator Therapy	Pulmonary	Patient Care	rate	
COPD: Smoking Status Assessment	Pulmonary	Patient Care	rate	
COPD: Smoking Cessation Advice and Treatment	Pulmonary	Patient Care	rate	

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COPD: Pneumococcal Immunization	Pulmonary	Patient Care	rate
COPD: Influenza Immunization	Pulmonary	Patient Care	rate
COPD: Assessment of COPD Exacerbations	Pulmonary	Patient Care	rate
COPD: COPD Exacerbation Therapy	Pulmonary	Patient Care	rate
COPD: Assessment of Oxygen Saturation	Pulmonary	Patient Care	rate
COPD: Long-Term Oxygen Therapy	Pulmonary	Patient Care	rate
COPD: Alpha-1 Antitrypsin	Pulmonary	Patient Care	rate
COPD: Pulmonary Rehab	Pulmonary	Patient Care	rate
Adults with a diagnosis of rheumatoid arthritis (RA) who have an assessment and classification of disease prognosis at least once within 12 months	Rheumatology	Patient Care	rate
Adults with a diagnosis of rheumatoid arthritis (RA) for whom a Disease Activity Score (DAS) was performed at least once within 12 months	Rheumatology	Patient Care	rate
Adults with a diagnosis of rheumatoid arthritis (RA) who have been assessed for glucocorticoid use and, for those on prolonged doses of prednisone >= 10 mg daily (or equivalent) with improvement or no change in disease activity, documentation of glucocorticoid management plan within 12 months	Rheumatology	Patient Care	rate
Adults with a diagnosis of rheumatoid arthritis (RA) who have an assessment and classification of disease activity within 12 months	Rheumatology	Patient Care	rate
Adults with a diagnosis of rheumatoid arthritis (RA) who have documentation of a tuberculosis (TB) screening performed and results interpreted within 6 months prior to receiving a first course of therapy using a biologic disease-modifying anti-rheumatic drug (DMARD)	Rheumatology	Patient Care	rate
Percentage of patients whose providers are ensuring active tuberculosis prevention either through yearly negative standard tuberculosis screening tests or are reviewing the patient's history to determine if they have had appropriate management for a recent or prior positive test	Rheumatology	Patient Care	rate
RA: disease modifying anti-rheumatic drug (DMARD) therapy	Rheumatology	Patient Care	rate
Use of DMARD: shingles vaccine before starting	Rheumatology	Med/Clin Knowledge	rule
Use of DMARD: Hepatitis B titer	Rheumatology	Med/Clin Knowledge	rule

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Use of DMARD: Hepatitis C titer	Rheumatology	Med/Clin Knowledge	rule
NSAID medication safety: NSAID risk assessment completed (excluding Bridgton clinics)	Sports Medicine	Patient Care	rate
NSAID medication safety: risk stratification was completed if NSAID risk assessment was positive (excluding Bridgton clinics)	Sports Medicine	Patient Care	rate
Medical clearance performed on patient over the age of 50yo or when there is pre-existing diabetes	Urology	Patient Care	rate
Percentage of female patients aged 65 years and older with a diagnosis of urinary incontinence with a documented plan of care for urinary incontinence at least once within 12 months	Urology	Patient Care	rate
Follow-up urine culture is done appropriately	Urology	Patient Care	rate
Time from urine culture to time antibiotics are initiated	Urology	Patient Care	rate

KERN MEDICAL CENTER
MEDICAL STAFF
Policy and Procedure
Standard of Behavior for Medical Staff Providers
ATTACHMENT D

APPROVALS:

Medical Executive Committee:
Board of Governors:
Review Date:

I. STATEMENT:

**MEDICAL STAFF MEMBER BEHAVIOR OR BEHAVIORS THAT
UNDERMINE A CULTURE OF SAFETY, OR DEMONSTRATE
DISCRIMINATION OR HARASSMENT IS PROHIBITED**

- II. POLICY: All members of the medical staff are expected to conduct themselves at all times while on hospital premises in a courteous, professional, respectful, collegial, and cooperative manner. This applies to interactions and communications with or relating to medical staff members, advanced practice providers (APP), nursing and technical personnel, other care-givers, other hospital personnel, patients, patients' family members and friends, visitors, and others. Such conduct is necessary to promote high quality patient care and to maintain a safe work environment. Disruptive, discriminatory, or harassing behavior, as defined below, is prohibited and will not be tolerated.

III. DEFINITIONS:

- a) "Behavior or Behaviors That Undermine a Culture of Safety" is aberrant behavior manifested through personal interaction with physicians, hospital personnel, health care professionals, patients, family members, or others, which interferes with patient care or could reasonably be expected to interfere with the process of delivering quality care.
- b) "Discrimination" is conduct directed against any individual (e.g., against another medical staff member, APP, hospital employee, or patient) that deprives the individual of full and equal accommodations, advantages, facilities, privileges, or services, based on the individual's race, religion, color, national origin, ancestry, physical disability, mental disability, medical disability, marital status, sex, gender, or sexual orientation.
- c) "Harassment" is a course of conduct (including but not limited to violence or the threat of violence) directed at a specific person that seriously alarms, upsets, or annoys the person, and that serves no legitimate purpose.
- d) "Sexual Harassment" is unwelcome verbal or physical conduct of a sexual nature, which may include verbal harassment (such as epithets, derogatory comments, or slurs), physical harassment (such as unwelcome touching, assault, or interference with

movement or work), and visual harassment (such as the display of derogatory cartoons, drawings or posters). Sexual harassment includes unwelcome advances, requests for sexual favors, and any other verbal, visual, or physical conduct of a sexual nature when (i) submission to or rejection of this conduct by an individual is used as a factor in decisions affecting hiring, evaluation, retention, promotion, or other aspects of employment; or (ii) this conduct substantially interferes with the individual's employment or creates an intimidating, hostile or offensive work environment. Sexual harassment also includes conduct indicating that employment or employment benefits are conditioned upon acquiescence in sexual activities.

- e) "Rule Letters" notify the provider of their performance on a Rule Indicator showing findings that fall below, meet, or exceed the thresholds of expectation that constitute performance.
 - 1. *Rule Letters*: Notification to the provider of their performance on a Rule Indicator showing findings that fall below, meet, or exceed the thresholds of expectation that define performance.
 - 2. *Care Appropriate Letters*: A "Care Appropriate" letter is sent to a provider when there are no concerns arising from a case review performed by the Peer Review Committee ("PRC") Chair or a PRC reviewer.
 - 3. *Improvement Opportunity Letters*: An "Improvement Opportunity" letter is classified as either Minor or Major depending upon the findings of a case review performed by a PRC Reviewer. Such letters are also sent to the corresponding Department Chair for review and follow up.
 - 4. *Inquiry Letters*: When the PRC discusses a case, additional information is often required in order to better understand the concern being discussed. In this case a Letter of Inquiry is sent to the practitioner for more information. This letter will ask for a written or in-person response.

IV. EXAMPLES OF PROHIBITED CONDUCT:

- a) Examples of prohibited conduct include but are not limited to the following:
 - 1. Any offensive striking, pushing, or touching of hospital staff or others;
 - 2. Any conduct that would violate medical staff or hospital policies relating to discrimination or sexual harassment;
 - 3. Throwing, hitting, pushing, or slamming objects in an expression of anger or frustration;
 - 4. Yelling, screaming, or using an unduly loud voice directed at patients, hospital employees, other practitioners, patients or others;
 - 5. Refusing to respond to a request by any caregiver for orders, instructions, or assistance with the care of a patient, including but not limited to repeated failure to respond to calls or pages;
 - 6. Use of racial, ethnic, epithetic, or derogatory comments, or profanity, directed at hospital employees or others;
 - 7. Criticism of hospital personnel (including other practitioners), policies or equipment, or other negative comments that undermine patient trust in the hospital, in the presence or hearing of patients, patients' family members or visitors;
 - 8. Use of medical record entries to criticize hospital staff, policies or equipment, other

- practitioners, or others;
9. Unauthorized use or disclosure of confidential or personal information related to any employee, practitioner or other person;
 10. Use of threatening or offensive gestures;
 11. Intentional filing of false complaints or accusations;
 12. Any form of retaliation against a person who has filed a complaint against a practitioner alleging violation of the above standard of conduct;
 13. Use of verbal or written threats to hospital employees, other practitioners, or others, including, without limitation, threats to get an employee fired or disciplined;
 14. Persisting to criticize, or to discuss performance or quality concerns with, particular hospital employees or others after being asked to direct such comments exclusively through other channels; and
 15. Persisting in contacting a hospital employee or other person to discuss personal or performance matters after that person or a supervisory person or medical staff leader has requested that such contacts be discontinued.

V. ENFORCEMENT:

a) Allegations

All allegations of behavior or behaviors that undermine a culture of safety, or demonstrate discrimination, harassment, or sexual harassment, as defined above, by a member of the medical staff or an APP (individually, "Practitioner") involving a patient or involving another member of the medical staff or an APP, shall be forwarded to the President of Staff or other appropriate medical staff officer and the Chief Medical Officer ("CMO"). In the event the allegations involve the President of Staff, the allegation will be forwarded to another medical staff officer as deemed appropriate by the CMO.

b) Validation

Professional conduct and interpersonal and communication issues require validation prior to sending a Rule letter.

Initial Incident Evaluation and Preliminary Classification

The purpose of the initial incident evaluation is to obtain the facts and perceptions regarding the event from all pertinent individuals in the least biased manner possible. This process will be performed by the Medical Staff, or may be delegated to the General Counsel by the President of Staff, as follows:

1. The President of Staff or designee will obtain details of the behavioral or professional conduct incident from the individuals reporting or witnessing the event and ask them to file an occurrence report in the MIDAS system, if not already done.
2. Based on the findings of the initial incident evaluation, the President of Staff or designee will assign a preliminary incident classification using the following categories:

- Insufficient information to validate incident:
 - Due to lack of corroborating information or lack of information to conduct a follow-up evaluation
- Not Valid:
 - Perceptions of the incident from the reporting individual were not substantiated by others present during the incident
- Valid - Not Egregious:
 - Perceptions of the incident from the reporting individual were validated by others present and substantiated as not involving threatening or violent behavior
- Valid - Potentially Egregious:
 - Incidents that occur as more than a brief episode where the individual appears persistent in their behavior or out of control despite feedback regarding the inappropriateness of the conduct, or
 - Incidents where, due to the intensity of the behavior, the individual feels immediately threatened
- Valid - *de facto* Egregious:
 - Any physical attack, threat of physical violence or physical sexual harassment

Medical Staff Leadership Incident Validation

1. The leadership incident validation process provides a mechanism for determining if an incident is valid from the Medical Staff Leadership perspective via the following process:
 - The CMO, or designee, will review the information from the initial incident evaluation and preliminary classification
 - The CMO will either affirm or modify the preliminary classification and forward the validation decision to the President of Staff or designee
 - If the CMO agrees with the President of Staff/designee's evaluation, their recommendation will consider the Medical Staff Leadership incident validated and the appropriate follow-up process will be performed by the Medical Staff Office as described below
 - If the CMO disagrees with the President of Staff/designee's evaluation, the issue may be escalated to the MEC to determine the Medical Staff incident validation level and communication options.

c) Incident Validation Follow-Up Communication

1. Following the Medical Staff Leadership incident validation decision, the following procedure will be used to communicate the results to the practitioner:
 - *Insufficient Information to Validate Incident:* the incident will not be considered a rule violation but will be retained in the medical staff credentialing system (Symplr). The practitioner will be informed of the finding by a Rule Letter.

- *Not Valid:* The incident will not be considered a rule violation and will not be retained in Symplr. The practitioner will be informed of the finding by a Rule Letter.
- *Valid - Not Egregious:* An Improvement Opportunity Letter or an Inquiry Letter will be sent to the practitioner with a copy of the appropriate policy related to the rule, if applicable, with return signature acknowledgement.
- *Valid – de facto Egregious or Potentially Egregious:* If the incident is determined to be egregious, the President of Staff, or designee, shall promptly meet with the Practitioner who is the subject of the complaint. The Practitioner shall be advised of his or her obligations under this policy, that a complaint has been made, and that no retaliation against any complaining person, witness or investigator will be tolerated. The President of Staff shall provide the Practitioner with sufficient information to understand and respond to the allegations made by the complaining party. The Practitioner shall be permitted to respond orally or in writing to the allegations. Any written statement provided by the Practitioner and all documentation of the review findings created by the President of Staff shall be maintained as confidential medical staff documents.

The President of Staff or designee may advise the CEO of any complaint and the status of the validation effort at any time. Appropriate steps will be taken to ensure that employees, witnesses and others are protected from discrimination, harassment, sexual harassment, or retaliation pending the resolution of the complaint.

d) Incident Reporting

All incident and patient related reports from the Medical Information Data Analysis System (“MIDAS”) or reports from individual leaders involving practitioner performance for the above issues will be forwarded to the CMO for validation. From this point on, information obtained during the validation process will be considered peer review protected information. If the event involves clinical care issues, the information will be submitted to the PRC for case review.

The occurrence report should include the name, category and contact information of the reporting individual or supervisor so that the CMO can obtain preliminary information to validate the event.

1. If incidents are reported verbally to a Medical Staff member or hospital leader, the staff member or leader will either request the occurrence report be submitted through the MIDAS system, provided directly to the leader in writing, or submitted as a brief summary of the verbal report signed by the reporting individual. The staff member or leader will then submit the summary to the Medical Staff Office for entry into the MIDAS system.
2. If the complaining party is a non-physician hospital employee, the Director of Human Resources, or his or her designee, shall take written statements from the complaining party and from witnesses. The complaining party shall be informed of the review process and respond to questions pertaining to such allegations and shall

be assured that retaliation for making such allegations will not be tolerated. Written statements and other documents produced during the initial administrative review may not be protected from discovery.

The incident will be also counted as a Rule Indicator violation and the Behavior Incident Classification Form (Attachment A) will be reported back to Risk Management for inclusion in the OPPE reports.

e) Informal and Formal Corrective Actions:

All actions recommended by the Peer Review Committee to the Department Chair, President of Staff, MEC, CEO, and/or the Board of Governors will follow the processes and procedures as outlined in Articles XII and XIII of Bylaws of the Medical Staff.

DRAFT

Attachment A: Behavior Incident Classification Form

Incident Date: _____

Practitioner Name: _____

Initial Evaluator: _____

Recommendation Date: _____

Initial Evaluator Recommendation (Circle One)

- a) Insufficient information to validate incident
- b) Not valid
- c) Valid - not egregious
- d) Valid - potentially egregious
- e) Valid - *de facto* egregious

Basis for recommendation:

Medical Staff Leader Validator Name: _____

Evaluation Date: _____

Medical Staff Leader Incident Validation (Check One)

Agree with Initial Evaluator Recommendation

Disagree with Initial Evaluator Recommendation

IF DISAGREE, INDICATE MEDICAL STAFF LEADER RECOMMENDATION (Circle One):

- a) Insufficient information to validate incident
- b) Not valid
- c) Valid - not egregious
- d) Valid - potentially egregious
- e) Valid - *de facto* egregious

Basis for disagreement:

Incident classification category definitions

- a) Insufficient information to validate incident: due to lack or corroborating information or lack of information to conduct follow-up evaluation
- b) Not valid: perceptions of the incident from the reporting individual were not substantiated by others present during the incident
- c) Valid - not egregious: perceptions of the incident from the reporting individual were substantiated by others present during the incident and incident does not meet the criteria as egregious
- d) Valid - potentially egregious: 1) incidents that occur as more than a brief episode where the individual appears persistent in their behavior or out of control despite feedback regarding the inappropriateness of the conduct, or 2) incidents where, due to the intensity of the behavior, the individual feels immediately threatened.
- e) Valid - *de facto* egregious: Any physical attack, threat of physical violence or physical sexual harassment.

Peer Review Case Rating Form – Revised 05/27/2021

MR #: _____ D/C Date: _____ Referral Date: _____ Practitioner #: _____

Practitioner Type: _____ Referral Source: Check the corresponding box:

Quality	Risk	HIM	Nursing	Pharm	Pt. Relations	Med Staff	Other _____
---------	------	-----	---------	-------	---------------	-----------	-------------

Review Criteria/Referral Issue: _____
 Quality Screener/Date _____ Date Submitted for Review _____

Case Summary _____

Key Questions for Reviewer: _____

General Questions for Reviewer: Were appropriate tests, treats, medications or consults ordered/done? Were they done in a timely manner? Were appropriate preventive measures taken? Were care decisions/plan communicated?

To be Completed by Initial Reviewer

Reviewer: _____ Date: _____ Conflict of Interest? No Potential _____

Overall Practitioner Care: Check one	
0	Appropriate
1	Minor Improvement Opportunity
2	Major Improvement Opportunity
U	Reviewer Uncertain, needs Committee discussion

Note: If Overall Care = 0, then Issue must = (A);
 If Overall Care = 1, 2, or U,
 then Issue must = (B) through (O)

Issue Identification	
A	No issues with practitioner care
Practitioner Care Issues: Check all that apply	
B	Diagnosis (Pt Care)
C	Clinical Judgment/Decision-making (Pt Care)
D	Technique/Skills (Pt Care)
E	Planning (Pt Care)
F	Supervision: Attending, Resident, APP (Pt Care)
G	Knowledge (Medical Knowledge)
H	Timely/Clear Communication (Comm/IP Skills)
I	Responsiveness (Professionalism)
J	Follow-up/Follow-through (Professionalism)
K	Policy Compliance (Systems Based Practice)
O	Other:

Complete on all cases

Practitioner Documentation: Check all that apply	
1	No issue with practitioner documentation
2	Documentation does not substantiate clinical course/ treatment
3	Documentation not timely to communicate with other caregivers
4	Documentation unreadable
9	Other:

Documentation Issue Description:

Exemplary Nominations: ___Practitioner Care ___Practitioner Documentation ___Non-Practitioner Care

Brief Description:

Non-Practitioner Care Issues: ___Potential System or Process Issue ___Potential Nursing / Ancillary Care Issue

Issue Description:

To Be Completed by the Committee**Committee Initial Review**

Is practitioner response needed? ___ Yes ___ No (Care Appropriate, no issues or concerns)

Practitioner Response: ___ Letter ___ In-Person

Committee Final Scoring:

Overall Practitioner Care: ___ Issue Identification: ___ Documentation: ___

Committee Recommendation/Action (Check One)

<input type="checkbox"/>	No action warranted
<input type="checkbox"/>	Practitioner self-acknowledged action plan sufficient
<input type="checkbox"/>	Educational letter to practitioner sufficient
<input type="checkbox"/>	Educational letter + Dept. Chair discussion of informal improvement plan with practitioner
<input type="checkbox"/>	Communication letter + MEC develops formal improvement plan with monitoring
<input type="checkbox"/>	Communication letter + Refer to MEC for corrective action

___ System Problem Identified – forward to: _____ Date sent: _____ Date Response: _____

Describe system issue: _____

___ Refer to Nursing for Review: _____ Date sent: _____ Date Response _____

Describe nursing concern: _____

___ Referral to GMEC for Educational Opportunity Date sent: _____

	Patient Outcome
<input type="checkbox"/>	1 No Adverse Outcome
<input type="checkbox"/>	2 Minor Adverse Outcome (complete recovery expected)
<input type="checkbox"/>	3 Major Adverse Outcome (complete recovery NOT expected)
<input type="checkbox"/>	4 Catastrophic Adverse Outcome (e.g. death)
<input type="checkbox"/>	0 Unknown to Reviewer

	Effect on Care
<input type="checkbox"/>	1 Care not affected
<input type="checkbox"/>	2 Increased monitoring/observation (e.g. vital sign checks)
<input type="checkbox"/>	3 Additional treatment/intervention (e.g. IV fluids)
<input type="checkbox"/>	4 Life sustaining treatment/intervention (e.g. intubation, pressor support, CPR)
<input type="checkbox"/>	0 Unknown to Reviewer

Attachment F: Ongoing Professional Practice Evaluation (OPPE) and Focused Professional Practice Evaluation (FPPE) Policy for Current Practitioners

Goal

To create an ongoing, systematic, data-based process for the Medical Staff to evaluate practitioner performance and maintain accountabilities for addressing opportunities for improvement.

Scope

- This policy addresses the Ongoing Professional Practice Evaluation (OPPE) of practitioners who are currently exercising clinical privileges as either a member of the Medical Staff or as a privileged practitioner under the evaluation of the Medical Staff. It also addresses the Focused Professional Practice Evaluation (FPPE) of those practitioners that arise from concerns identified by OPPE.
- During the OPPE process under this policy, the practitioner is not considered to be “under investigation” for the purposes of reporting requirements under the Healthcare Quality Improvement Act.
- During the FPPE process under this policy, if the practitioner resigns while under a formal improvement plan developed by the MEC, then the practitioner may be reported to the NPDB if determined so by general counsel.
- This policy does not address FPPE required to establish current competency of newly appointed practitioners, practitioners applying for new clinical privileges or practitioners returning to active practice after a prolonged period of inactivity.

Policy

- ***Selection of Practitioner Performance Measures for OPPE***
Practitioner performance measures will be selected that:
 - provide data to evaluate the six general competencies
 - are appropriate to the practitioner’s specialty
 - reflect practitioner performance
 - can be attributed to individual practitioners.
- ***Thresholds for FPPE***
 - If the information on an OPPE indicate a potential issue with practitioner performance based on data that falls below acceptable target levels as defined by the Medical Staff, FPPE may be initiated through the procedure described below.
 - In addition, a single serious or egregious case may also initiate FPPE.
- ***OPPE Report and Practitioner Performance Feedback***
The best approach to improve practitioner performance is to provide individuals their own performance data on the general competencies on a regular basis through a Practitioner Feedback Report (PFR). The same report will be used by Medical Staff leaders as the OPPE report for systematic evaluation and follow-up.
 - Once established, the report will be distributed at least every eight (8) months to all practitioners privileged through the Medical Staff process.
 - OPPE data will be sent to the Department Chair under the oversight of the PRC based on rate and rule indicator defined thresholds.
 - The OPPE report is a starting point for identifying improvement opportunities and requires further evaluation by appropriate Medical Staff leaders and discussion with the practitioner involved, if appropriate.

- The data will be confidential to the individual practitioner and appropriate Medical Staff leaders (i.e. Department Chairs, PRC members, and Medical Staff Officers).
 - The report may contain indicators for feedback purposes only that will **not** be used toward reappointment decisions (e.g., LOS). The MEC will determine which indicators are used for reappointment decisions.
 - When indicators are added to the report over time, the Medical Staff should be informed with sufficient lead time prior to the use of any new indicators in reappointment decisions.
- ***Responsibility for Indicator Data Evaluation for OPPE***
The evaluation of OPPE data will be conducted on an ongoing basis by the appropriate Department Chair, or designee if a conflict of interest is present, under the oversight of the PRC. This evaluation will be based either on rate and rule indicators that fall below the defined thresholds or from the results of case reviews.
 - For practitioners granted clinical privileges lacking sufficient clinical activity (Low Volume/No Volume practitioners), to evaluate competency through OPPE reports the following procedure will be used:
 - An OPPE report will be run by Quality Department and evaluated to determine if there is sufficient data for OPPE based on the Medical Staff defined activity thresholds.
 - If sufficient data is not present, the Medical Staff Office will be informed of the need to obtain the appropriate information as follows:
 - Practitioners with activity at other acute care or procedural facilities relevant to clinical privileges requested: Request peer references and OPPE results from other facilities.
 - Practitioners with mainly ambulatory care activity: Request peer references and peer review results (if available) from ambulatory care facilities.
- ***Circumstances for Initiation of FPPE***
 - The thresholds for considering the need for initiating FPPE are:
 - OPPE data exceeding indicator acceptable target levels more than once in a two-year period, as defined in Medical Staff indicator list or
 - A single serious or egregious case.
 - The following circumstances are considered when initiating FPPE:
 - A *potential* individual practitioner improvement opportunity is identified requiring additional data to better define the opportunity or to verify the initial data.
 - A practitioner improvement opportunity is identified requiring an informal or formal improvement plan.
 - Educational letters based on case reviews and informal practitioner improvement opportunity discussions from case reviews or OPPE not requiring formal monitoring are not considered FPPE.

Procedure

- ***FPPE for Case Reviews***
If the findings of the PRC on an individual case review, or a series of case reviews, identify the potential for individual practitioner improvement, the following procedure will be used for conducting FPPE:
 - The PRC will communicate the potential practitioner improvement opportunities to the appropriate Department Chair.
 - The Department Chair will discuss the improvement opportunities with the practitioner to determine the best approach.

- Following the discussion, the Department Chair will document the conclusions of the discussion and whether there is either a need for obtaining additional data or a summary of any improvement plan recommended.

- ***FPPE for Routine OPPE Report Evaluations***
 - The Department Chair, or designee, will review OPPE reports within 30 days of distribution and discuss with the practitioner those indicators which have fallen below the standard threshold of performance in two out of four sequential report periods.
 - After follow-up, the Department Chair will document conclusions in an OPPE Report Review Form (see attached) for *each* indicator discussed and whether there is either a need for obtaining additional data or an improvement plan is required.
 - If additional data is needed, the Quality Department will assist the Department Chair to define the additional data needed.
 - The Department Chair will submit the OPPE evaluation to the Medical Staff Office for entry in the provider credentialing and Peer Review file.

- ***Improvement Plan Development and Accountability***
 - If an improvement plan is required, the Department Chair, with the assistance of the PRC Chair and/or the CMO, will develop the plan with the following elements:
 - Improvement action
 - Improvement goal and/or milestones
 - Method of monitoring
 - Timeframes for achieving goal and/or milestones
 - Next steps if goals are not achieved
 - The PRC Chair will report to the PRC as to whether the improvement plan is adequate.
 - The Medical Staff Office will track results and report to the PRC the status of the plan milestones.
 - If the results of FPPE raise competency issues regarding clinical privileges or membership, the PRC will recommend to the MEC of the need for formal investigation or corrective action.

- ***Use of OPPE and FPPE at Reappointment***
 - At the time of reappointment, the Department Chair will review the past two years of OPPE and FPPE data and document his/her interpretation of any improvement activities for each indicator that required follow-up during that period of time.
 - At the time of reappointment, the Department Chair will also be provided an interim report from the Quality Department of rule indicator events that may have come up since the last OPPE.

OPPE Report Review Form (Individual Indicator Version)

To be completed by Quality Staff

Practitioner: _____

Department Chair: _____

Indicator: _____

Report Period: _____

Outlier Basis:

Single significant outlier data point

2 outlier data points in row

2 out of 4 outlier data points

Follow-up of previous outlier status

To be completed by Department Chair

Discussion with Practitioner:

Yes Date _____

No (If no, why?)

Practitioner uncooperative, requires additional leadership intervention

Practitioner currently unavailable for legitimate reasons

Other _____

Results of discussion with practitioner

Practitioner/Department Chair identified potential cause unrelated to practitioner competency, no further evaluation needed. Explain: _____

Further evaluation of data needed for potential data errors; Explain issues to be studied:

Further evaluation of data needed to establish cause; Explain issues to be studied:

Practitioner/Department Chair identified potential cause with commitment by practitioner to improve; Explain how and by when should performance be improved:

Department Chair identified potential cause without commitment by practitioner to improve; need additional leadership intervention and/or formal improvement plan; Explain leader intervention or describe recommended improvement plan

Significant immediate concerns regarding current competency; refer to appropriate leader/committee; Explain concern and indicate to whom it should be referred:

Other: Explain _____

OPPE Report Review Form (Multiple Indicator Version)

To be completed by Quality Staff

Practitioner: _____ Department Chair: _____

Report Period: _____

Discussion with Practitioner:

Yes Date _____

No (If no, why?)

Practitioner uncooperative, requires additional leadership intervention

Practitioner currently unavailable for legitimate reasons

Other _____

Outlier Indicator Discussion

Indicator	Outlier Basis Code	Discussion Result Code	Explanation/Recommended Next Steps

Codes:

Outlier Basis Codes

- A. Single significant outlier data point
- B. 2 outlier data points in row
- C. 2 out of 4 outlier data points
- D. Follow-up of previous outlier status

Discussion Result Codes

- A. Practitioner/Department Chair identified potential cause unrelated to practitioner competency, no further evaluation needed. Explain
- B. Further evaluation of data needed for potential data errors. Explain issues to be studied
- C. Further evaluation of data needed to establish cause. Explain issues to be studied
- D. Practitioner/Department Chair identified potential cause with commitment by practitioner to improve; Explain how and by when should performance be improved
- E. Evaluator identified potential cause without commitment by practitioner to improve; need additional leadership intervention and/or formal improvement plan; Explain leader intervention or describe recommended improvement plan

F. Significant immediate concerns regarding current competency; refer to appropriate leader/committee; Explain concern and indicate to whom it should be referred

G. Other: Explain

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FPPE Plan

Practitioner Name: _____

Department: _____ Department Chair: _____

Date of FPPE initiation: _____

Plan:

1. Improvement Action to be addressed under FPPE
2. Improvement goal(s) and/or milestones
3. Method of monitoring
4. Timeframes for achieving goal(s) and/or milestones
5. Next steps and potential consequences if goal(s) not met

To be completed by PRC:

Date PRC approval of FPPE Plan: _____

Date next report due back to PRC: _____



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

July 14, 2021

Subject: Proposed discussion and recommendation to Kern County Board of Supervisors to appoint a qualified candidate to the Kern County Hospital Authority Board of Governors to fill the Community Member at Large vacancy created by the resignation of Christina Sistrunk, effective September 30, 2020, term to expire June 30, 2024

Recommended Action: Discuss; Make Recommendation; Refer to Kern County Board of Supervisors to Make Appointment

Summary:

Kern Medical has received one application from a qualified candidate to fill the Community Member at Large vacancy on your Board created by the resignation of Christina Sistrunk, effective September 30, 2020. The qualified candidate is:

Jacqui Kitchen – Ms. Kitchen is a resident of Bakersfield. She has extensive community involvement and has been employed with the City of Bakersfield and County of Kern. She is a graduate of California State University, Bakersfield and holds a Master’s Degree in Public Administration and Bachelor of Arts Degree in History and Economics. According to her application, she meets the following specific qualifications to serve on the Board of Governors: 1) Knowledge of human resources in large organizations, and 2) an understanding of budgeting process, revenue cycle, financial reports and basic accounting principles. Her resume and application are attached and she has cleared the required background check.

The hospital authority Bylaws for Governance provides that your Board may make a recommendation to the Board of Supervisors from the pool of qualified candidates to fill the vacancy.

Therefore, it is recommended that your Board discuss the application received from Ms. Kitchen, make a recommendation that Ms. Kitchen be appointed to fill the vacancy, and refer the recommendation to the Kern County Board of Supervisors to make the appointment.

Building lasting relationships and a stronger community is my passion. As a native of California's Central Valley, I value transparent and meaningful collaboration between the public, Agencies, developers, consultants, educators, special interest groups, elected officials, stakeholders and more.

With 14 years of experience as a professional planner, Department Head, and Executive Administrator, I offer proven skills in clear communication, project delivery and organizational leadership. I have a strong foundation in urban and rural land use planning, am a passionate policy developer, and thrive in the facilitation of multi-jurisdictional projects.

Jacqui Kitchen

Developer, Local Government Professional,
Land Use Planner

 Bakersfield, California | North America 6



EXPERIENCE SUMMARY

LIGHTSOURCE BP June 2021 – Present

- Senior Development Manager

CITY OF BAKERSFIELD 2014 – June 2021 (6.5 years)

- Assistant City Manager
- Development Services Director
- Planning Director

COUNTY OF KERN 2007 - 2014 (8 years)

- Supervising Planner
- Associate Planner & Project Manager

SKILLS SUMMARY

- **Executive Leadership:** As Assistant City Manager (ACM) for the 9th largest city in California, Jacqui was a member of the executive team responsible for more than 1,700 FTEs serving nearly 400,000 residents; with services provided by eleven full-service Departments operating under a \$610,960,000 Annual Budget.
- **Operational Management:** As ACM, provided daily guidance to five City Departments. Jacqui also worked on numerous special projects to improve the quality of life in Bakersfield, including the development and construction of the City's first Homeless Navigation Center, creation of a new Economic & Community Development Department, development of an Economic Recovery Plan to address the impacts of the COVID-19 pandemic, methods to facilitate inclusion and equity in local government, facilitating completion of the City Council Goals, and more.
- **Development Facilitator:** As Director of the Development Services Department, Jacqui established a mission to "Facilitate the Future of Bakersfield" by providing customer-friendly, accessible, and efficient professional services to support development throughout the City.
- **Professional Liaison:** Jacqui provides consultation to elected officials (Mayor, City Council, Board of Supervisors), ranking public officials (City Manager, City Attorney, Police Chief, Department Heads), and to local leaders and stakeholders regarding all components of City operations, community issues of importance, evolving regulations, and more.
- **Experienced Land Use Planner:** Experienced in a wide range of urban and rural planning concepts; including long term vision projects, complex environmental review (CEQA), General and Specific Plan development, zoning ordinance administration, crafting effective conditions of approval, addressing public concerns, etc.

EDUCATION

Master's Degree - Public Administration
California State University Bakersfield, 2014

Bachelor of Arts - History, Economics
California State University Bakersfield, 2006

LOCAL INVOLVEMENT

- **Mercy House Advisory Board: Brundage Lane Navigation Center**, Member (2021 – present)
- **CSUB Alumni Association**, Board Member (2019 – present)
- **Big City Mayors**, Staff liaison on behalf of Mayor Karen Goh (2019 – 2021)
- **Bakersfield Kern Regional Homeless Collaborative**, Board Member (2019 – 2021)
- **B3K Regional Action for Economic Prosperity**, Core Team Member (2019 – 2021)
- **Downtown Bakersfield Development Corporation**, Advisory Member (2014 – 2021)
- **Metro Bakersfield Habitat Conservation Trust**, Executive Board Member (2014 – 2019)

NOTABLE MEDIA

City in Action! Addressing Homelessness
<https://bakersfieldcity.us/shelter>

Kern County in Depth
<https://www.kget.com/kern-county-in-depth/>

- 8/25/19: Addressing Homelessness
- 8/15/18: PBID Development
- 4/29/17: Downtown Revitalization

High Speed Rail Station Area Plan Vision
City's Downtown Vision Plan
www.MakingDowntownBakersfield.com

People to Watch in 2015
The Bakersfield Californian; January 2015

20 Under 40 People - Making an Impact
Bakersfield Life Magazine; June 2015

Kern County Hospital Authority Board of Governors

APPLICATION

APPLICATION DEADLINE: June 28, 2021 at 5:00pm

Applications must be received by this deadline at the address listed below on the application.

Please fill out all information on this form, print clearly using blue ink only. If you have questions, please call (661) 326-2102.

Mail or deliver your completed application to:

**Kern County Hospital Authority
ATTN: Chief Executive Officer
1700 Mount Vernon Avenue, Room 1232
Bakersfield, CA 93306**

Kitchen	Jacqui		
Last Name	First Name	Middle Initial	
	Bakersfield	Ca	
Home Address	City	State	Zip Code
	same		
Home Phone	Cell Phone		

Email Address (Required)

Lightsource bp	Senior Development Manager		
Employer	Title	Work Phone	
400 Montgomery Street 8th Floor	San Francisco	CA	94104
Employer Address	City	State	Zip Code

BOARD OF GOVERNORS QUALIFICATION CATEGORIES

I meet the following Board of Governors specific qualification categories (mark all that apply):

- Knowledge of healthcare delivery systems
- Knowledge of healthcare policy and regulatory issues as well as current and projected healthcare trends
- Knowledge of human resources in large organizations
- An understanding of budgeting process, revenue cycle, financial reports and basic accounting principles
- Experience with managing hospital services and understanding of the healthcare needs of the Kern County Hospital Authority's patient populations
- Experience in advocating for safety net populations including, but not limited to, the pursuit of public funding for the delivery of healthcare services

APPLICANT RESPONSIBILITIES

I understand that by submitting this application:

1. I am a full-time resident of the County of Kern and at least 18 years of age;
2. I agree to participate as a Member of the Kern County Hospital Authority Board of Governors;
3. I am willing to provide authorization to the Kern County Hospital Authority to conduct necessary background checks;
4. I have submitted with this Application a current resume or curriculum vitae; and
5. I agree to comply with the laws of the state of California as they pertain to conflicts of interest.

Jacqui Kitchen

Applicant Signature

7/1/21

Date



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

July 14, 2021

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

Requested Action: Elect Officers

Summary:

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

Therefore, it is recommended that your Board elect Russell Bigler, Chair, Philip McLaughlin, Vice-Chair, and Amir Berjis, M.D., Secretary/Treasurer to the Kern County Hospital Authority Board of Governors, terms to expire June 30, 2023.



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

July 14, 2021

Subject: Kern County Hospital Authority Financial Report – April 2021

Recommended Action: Receive and File

Summary:

COVID-19 Impact on Kern Medical Operations:

The COVID-19 pandemic has impacted Kern Medical's key performance indicators as follows:

- Average Daily Census of 142 for May is 6 more than the May budget of 136 and 1 less than the 143 average over the last three months
- Admissions of 806 for May are 44 less than the May budget of 850 and equal to the 806 average over the last three months
- Total Surgeries of 505 for May are 19 more than the May budget of 486 and 32 more than the 473 average over the last three months
- Clinic Visits of 17,537 for May are 3,640 more than the May budget of 13,897 and 5,367 less than the 22,901 average over the last three months. The large budget variances are due to 3,542 of COVID-19 vaccinations provided during May

Kern Medical has maintained the staffing levels necessary to adequately provide coverage for a surge in pandemic activity if necessary. In addition, Kern Medical is participating in all emergency funding programs available at the county, state, and federal levels to offset lost revenue and increased expenses that may be realized due to the COVID-19 issue.

The following items have budget variances for the month of May 2021:

Patient Revenue:

Gross patient revenue has a favorable budget variance for May, and on a year-to-date basis, mainly because of strong average daily census levels. A January 1, 2021 price increase for many patient services is also responsible for the increase in revenue. In addition, there has been an overall increase in revenue cycle efficiency due to the implementation of the Cerner electronic health record. Gross patient revenue has increased 10% year-to-date compared to prior year.

Indigent Funding Revenue:

Indigent funding has a favorable budget variance for the month of May due to the receipt and recognition of additional funding from various programs that exceeded estimates. A total of \$15.2 million was received and consists of \$7.6 million of QIP revenue, \$2.7 million of PRIME revenue, and a \$4.9 million settlement payment from the FY14 Medi-Cal cost report. One-third of the \$15.2 million was recognized for April 2021, one-third of the revenue was recognized in May 2021, and one-third will be recognized in June 2021.

In addition, Kern Medical received \$6.9 million more from the Medi-Cal Managed Care Rate Range Program than anticipated. Kern Medical has recognized half of the amount, or about \$3.45million, in May and will recognize \$3.45 million in June 2021. On a year-to-date basis the receipt and recognition of \$3.570 million from the Low-Income Health Plan (LIHP) from prior years' program settlements also contributes to the favorable budget variance.

Other Operating Revenue:

Other operating revenue has a favorable budget variance for May due to the receipt of funds from the County of Kern for the operation of COVID-19 testing facilities and COVID-19 mobile vaccination units. This revenue is offset by Kern Medical's costs to provide these services for the County of Kern. In addition, CalMedForce grant revenue was received in excess of the budgeted amount. Kern Medical also received an allocation of Proposition 56 funding in May. Proposition 56 is a California tax on tobacco products. The tax revenue is used for research, prevention, and treatment of tobacco related health issues.

Other Non-Operating Revenue:

Other non-operating revenue has a favorable budget variance for the month because of the recognition of \$1.2 million of COVID-19 revenue from the CARES Act Provider Relief Fund. Kern Medical received about \$2.4 million of CARES Act funds at the end of FY 2020. Recognition of the revenue was deferred to FY 2021 as Kern Medical accumulated COVID-19 related expenses to justify receipt of the funds. Kern Medical will recognize the other half of the deferred funds, or \$1.2 million, next month for June 2021. COVID-19 related funding is budgeted evenly throughout FY 2021 as other non-operating revenue; however, COVID-19 funding is not received consistently on a monthly basis. Therefore, the actual dollar amount recorded for this line item may fluctuate vs. budget on a monthly basis but should align with budget on a year-to-date basis by year-end.

Salaries Expense:

On a month-to-date and year-to-date basis, salaries are over budget due in large part to higher than average expenses for management and supervision, aides and attendants, and for physicians. Management and supervision and aides and attendant's salaries have both increased 15% over prior year and physician salaries have increased 6% over prior year. There has also been an increase in FTEs for sitters to monitor the influx of behavioral health patients with medical conditions admitted to medical/surgical units.

Benefits Expense:

Kern Medical operated at the budgeted dollar amount for benefits expense for the month of May. On a year-to-date basis, there is an unfavorable budget variance due to higher than average costs for paid time off (PTO), unemployment insurance, retirement, and pension obligations. However, these items account for a smaller percentage of total gross salaries this year than they did in prior year.

Nurse Registry Expense:

On both a month-to-date and year-to-date basis, Kern Medical is over budget for nurse registry expense. Departments operating over budget include the ICU and the ER. There is also additional contract nurse labor for COVID-19 activity. New vendors Emergency Medical Services Authority and Autumn Enterprise, Inc. have provided additional contract nurse labor services during the pandemic. These vendors were not accounted for in the FY 2021 budget.

Medical Fees:

Medical fees are over budget for the month, primarily due to higher than average fees paid to Total Renal Care, Inc. for dialysis related services and for higher than average fees paid to Kern Vascular Center Medical Group. On a year-to-date basis, medical fees are over budget due to excessive Total Renal expenses.

Other Professional Fees:

Other professional fees are slightly under budget for May due to less than average contract labor expenses. On a year-to-date basis, there is a favorable budget variance because of the reversal of an expense accrual for Allscripts services that had been over accrued in prior months. In addition, Kern Medical received credits from Change Healthcare for overpayments made to the vendor in prior months.

Supplies Expense:

Supplies expense is under budget on a month-to-date and on a year-to-date basis due to lower than expected pharmaceutical expenses.

Purchased Services:

Kern Medical operated over budget for the month for purchased services expenses due to an under accrual in the prior month for Hall Ambulance services. On a year-to-date basis, purchased services are slightly over budget because of out-of-network contracted patient care services provided by other healthcare facilities.

Other Expenses:

Other expenses are over budget for the month due to higher than average repairs and maintenance expenses. Construction-in-progress (CIP) projects that Kern Medical decided to not complete were written-off in May as repairs and maintenance expenses. On a year-to-date basis, higher than average repairs and maintenance expenses and high utility expenses cause an unfavorable variance.

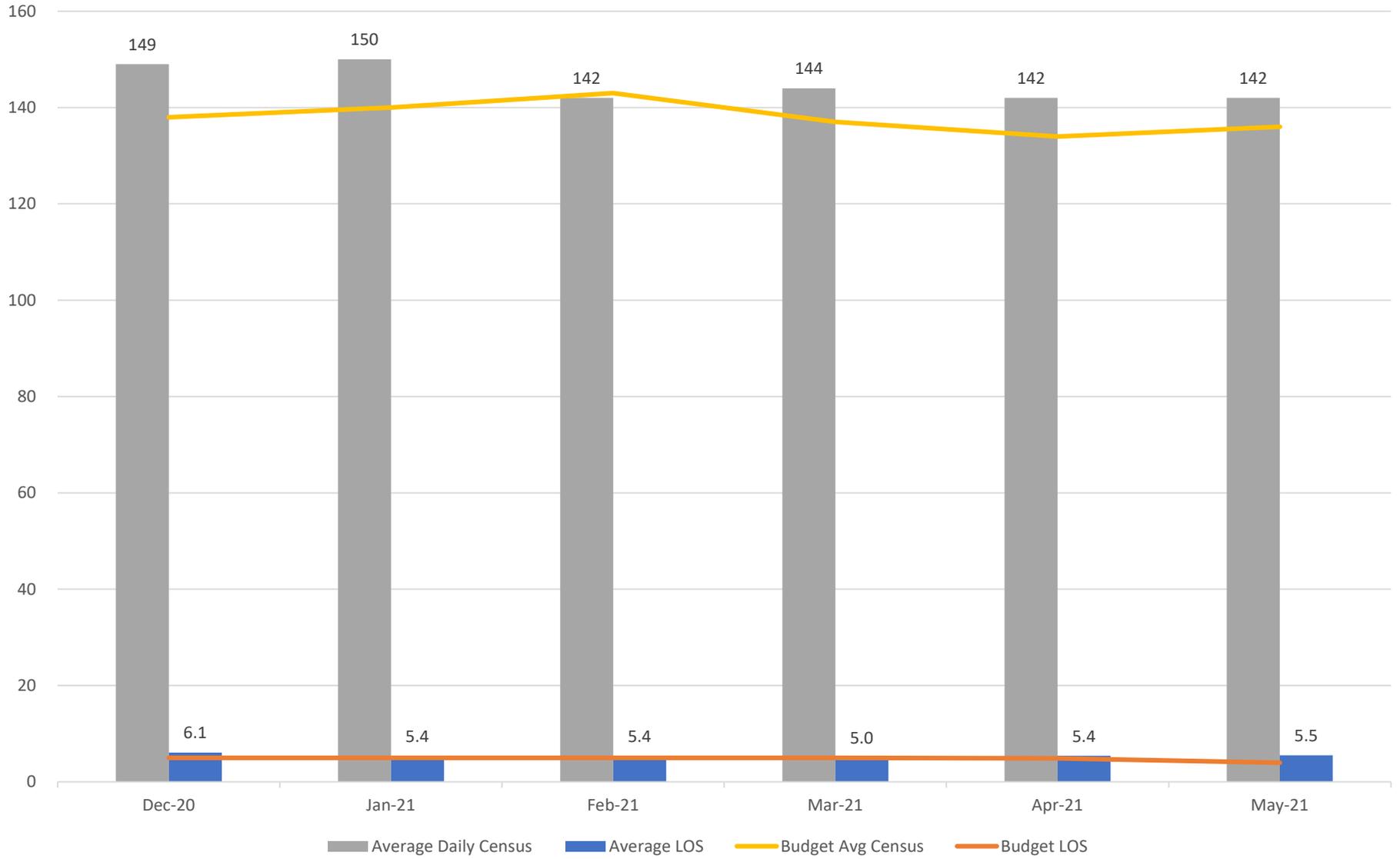
Depreciation and Amortization Expense:

Depreciation and amortization expenses are over budget for the month because several construction-in-progress (CIP) projects were put into service during May and set up to start depreciating or amortizing over time.

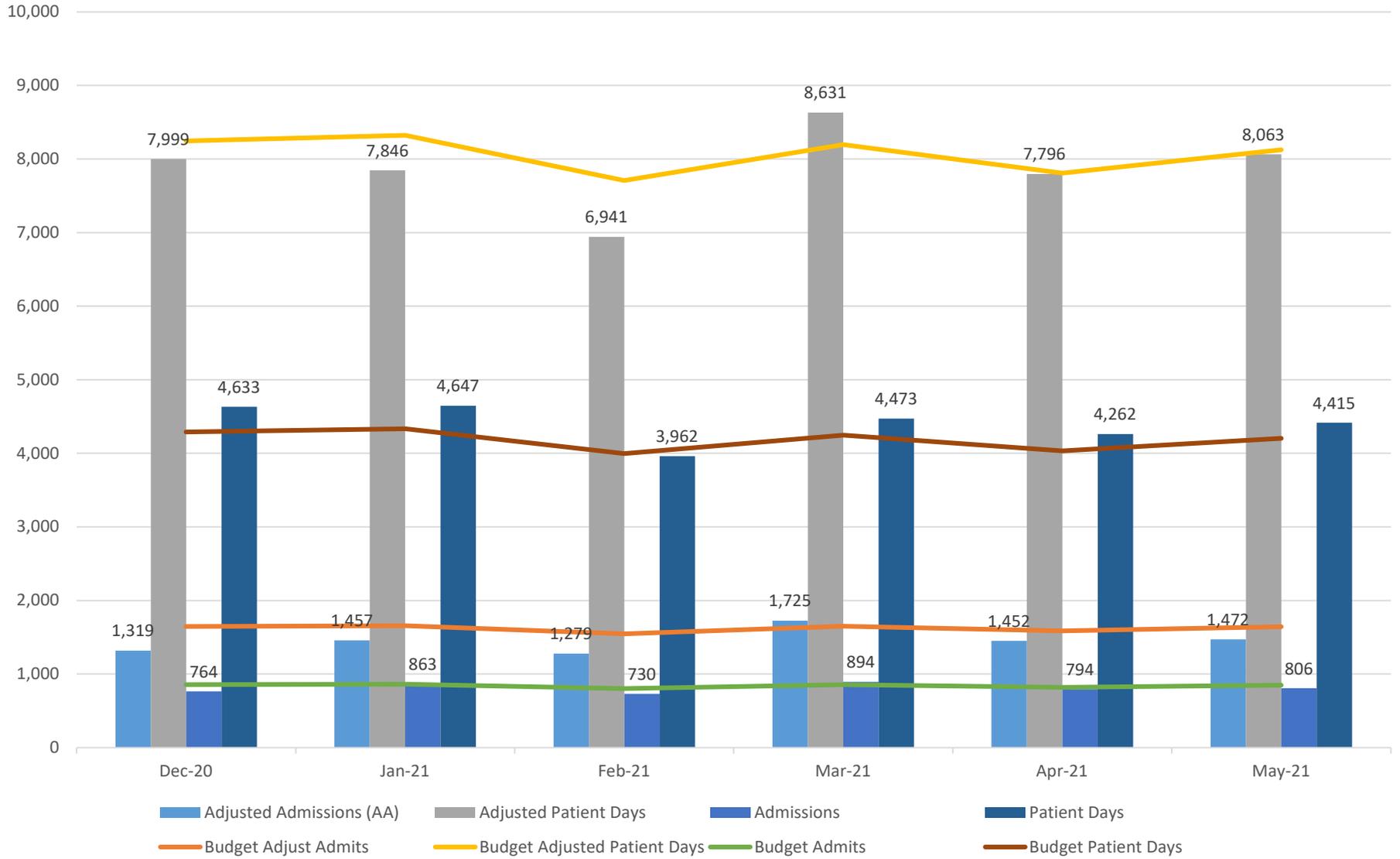


**BOARD OF GOVERNORS' REPORT
KERN MEDICAL – MAY 2021**

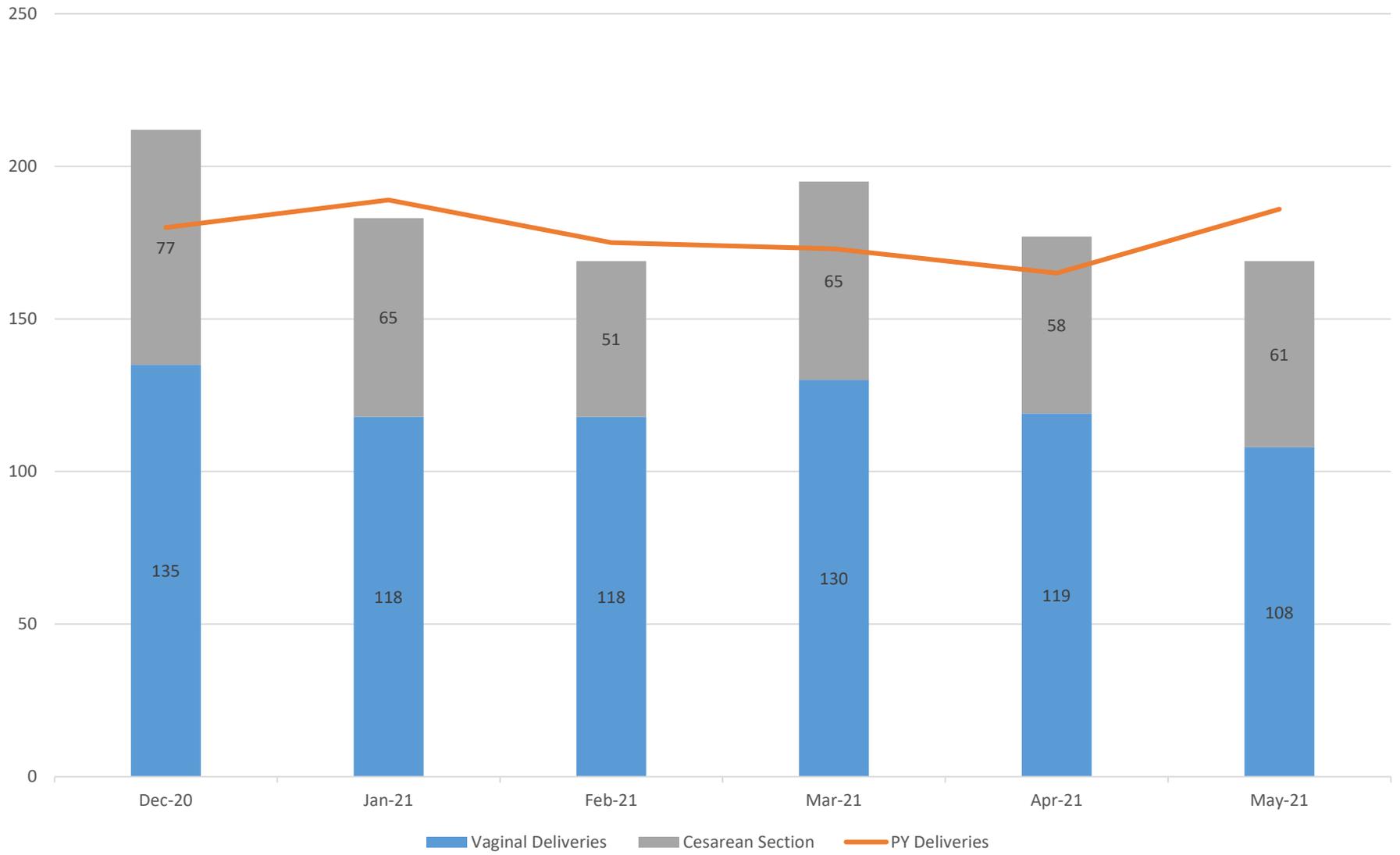
Census & ALOS



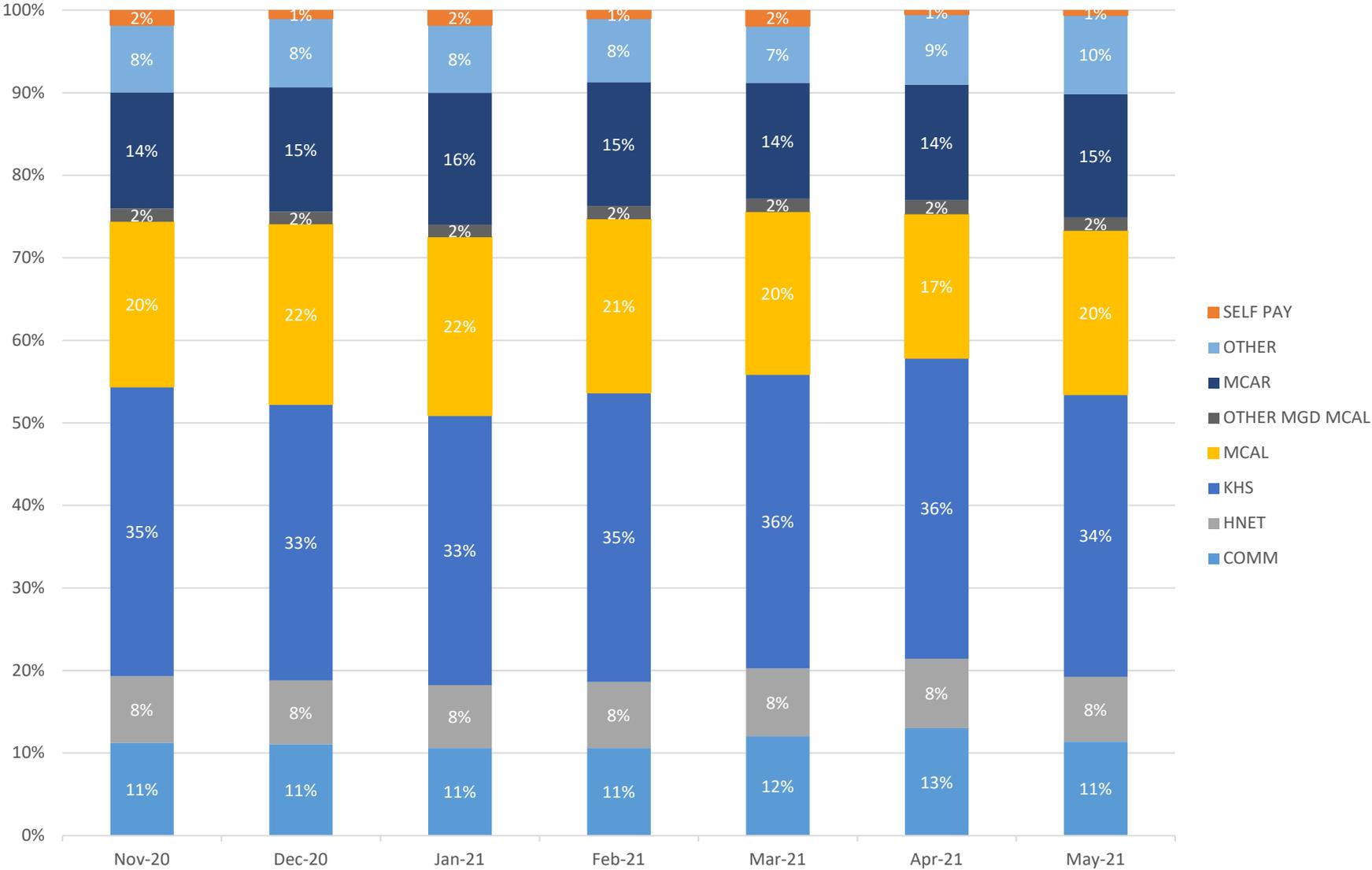
Hospital Volumes



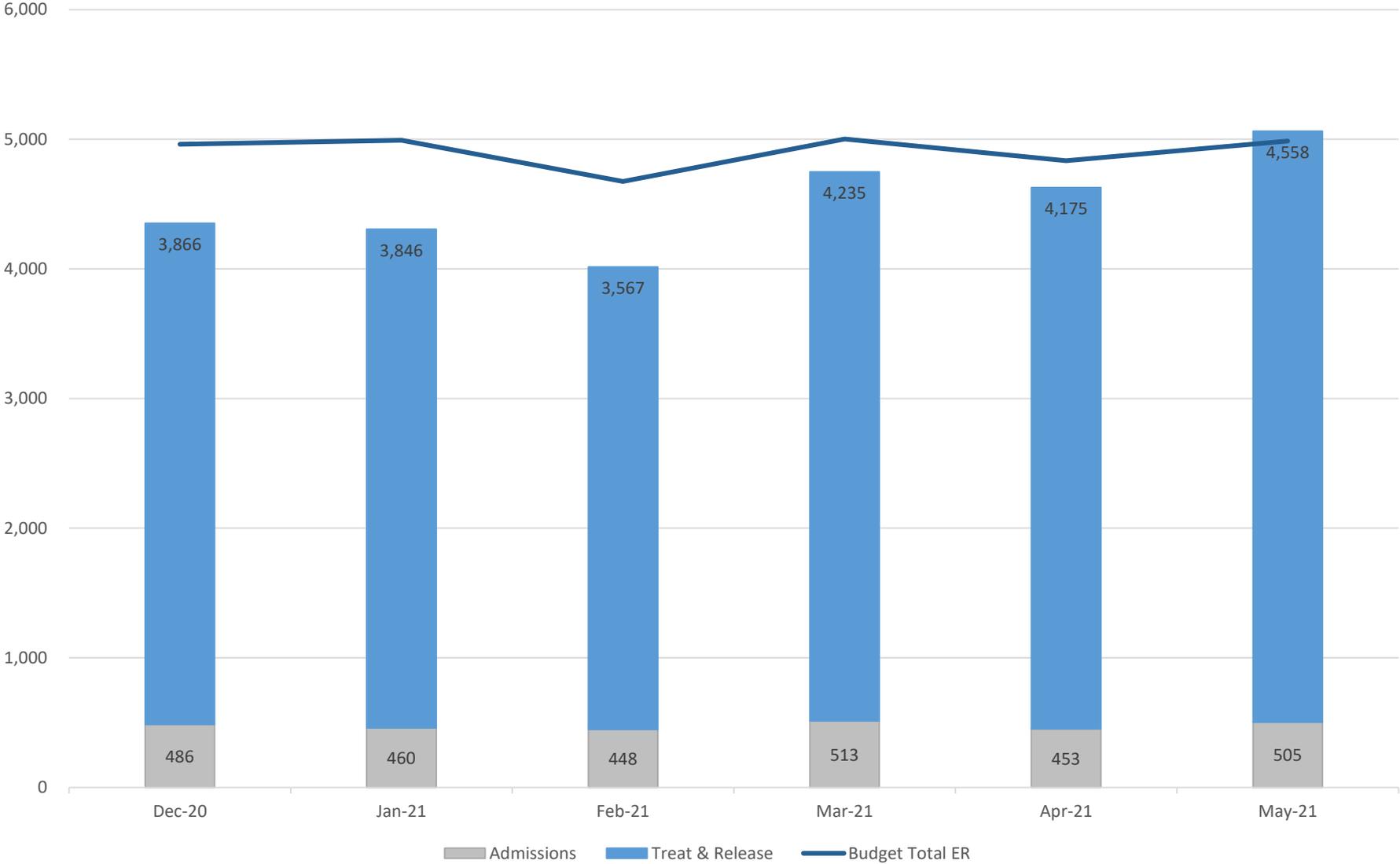
Deliveries



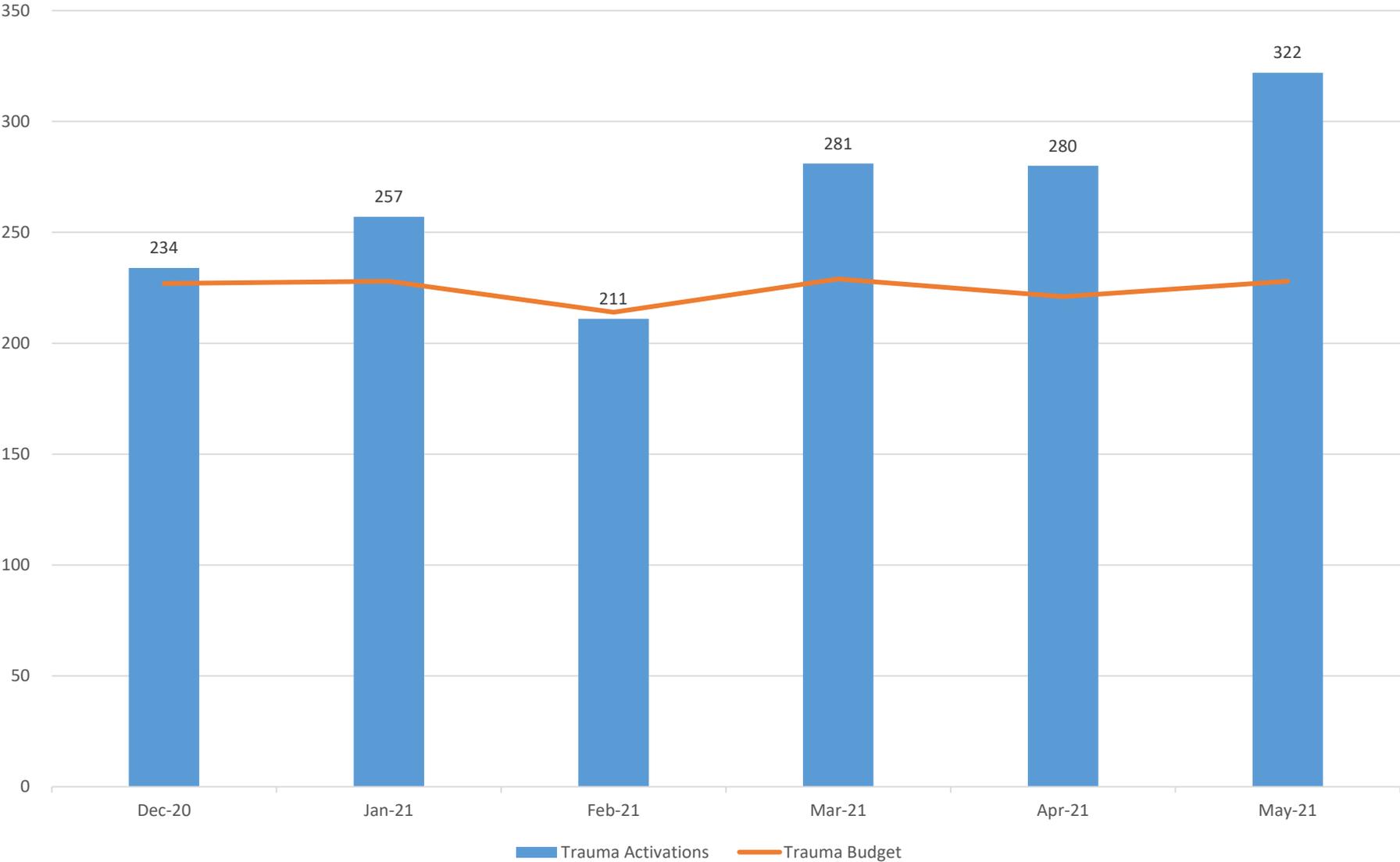
PAYER MIX



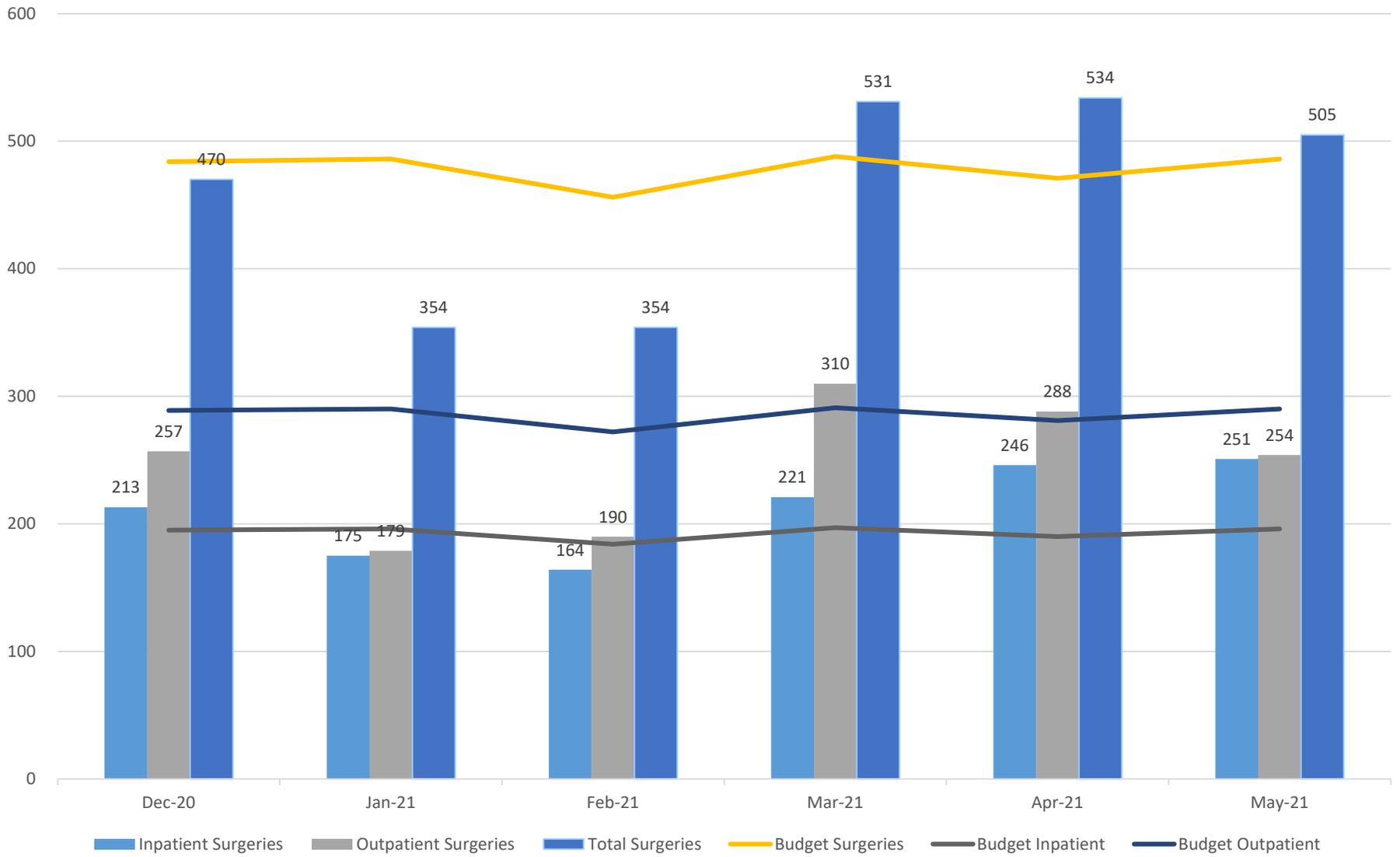
Emergency Room Volume



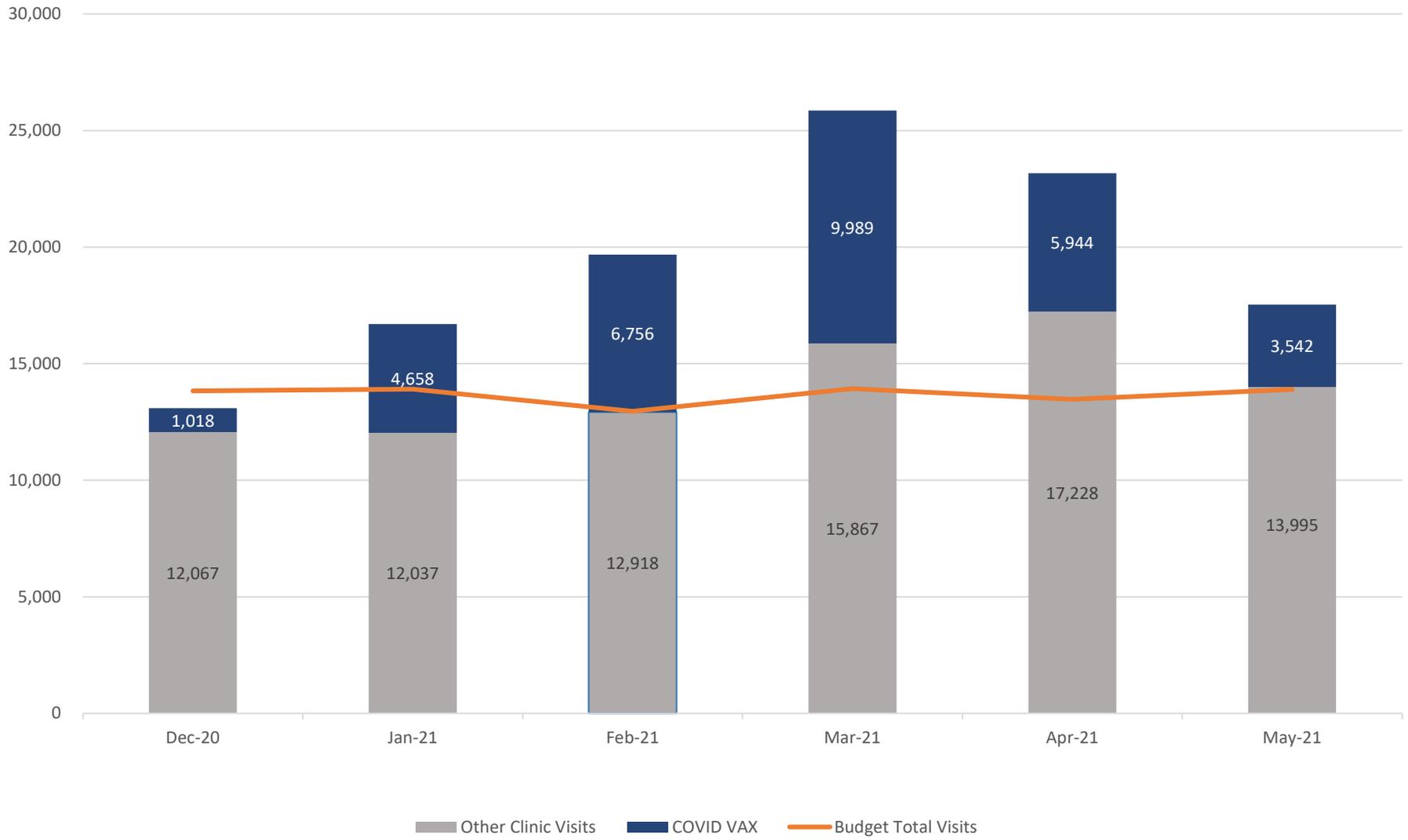
Trauma Activations



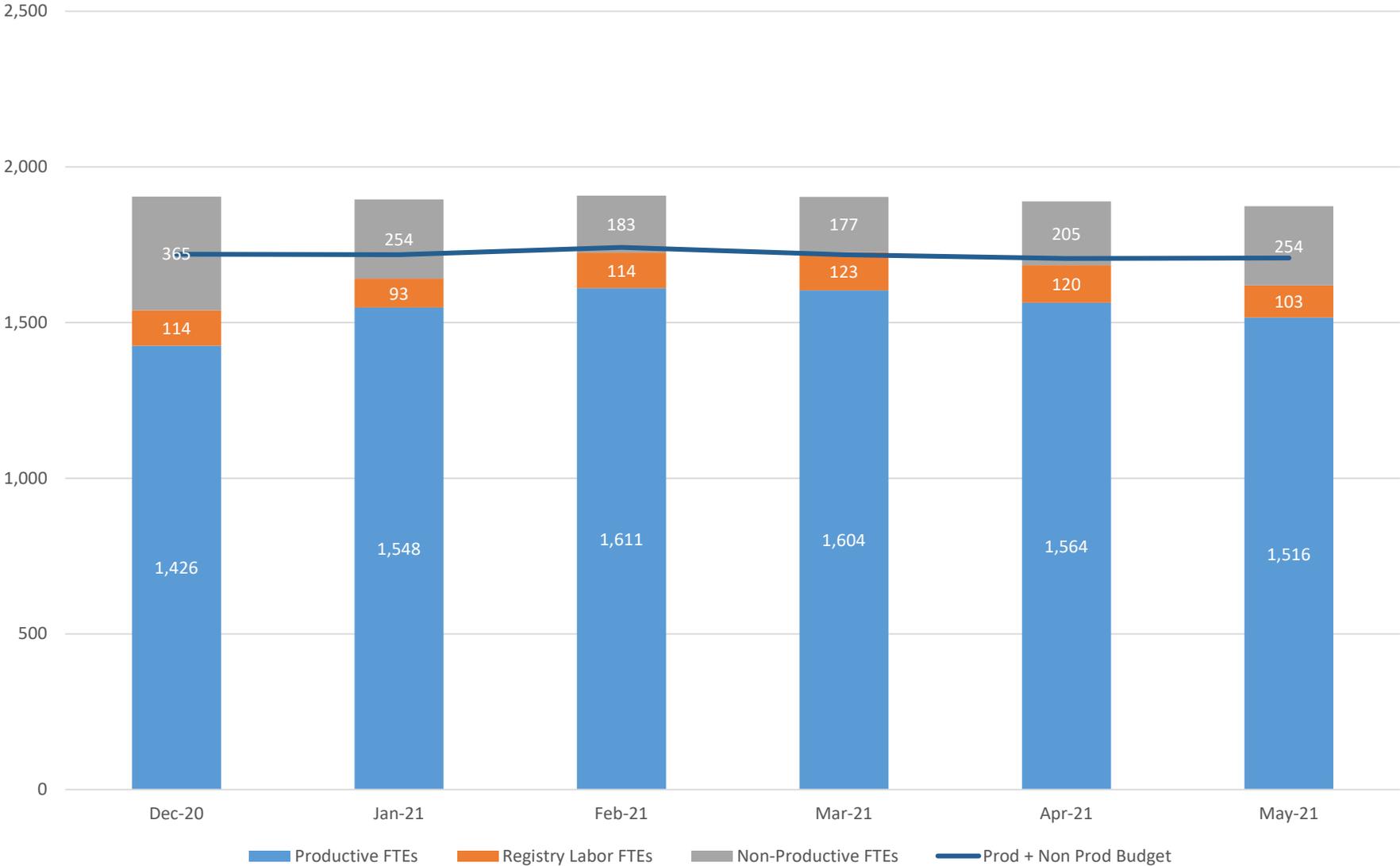
Surgical Volume



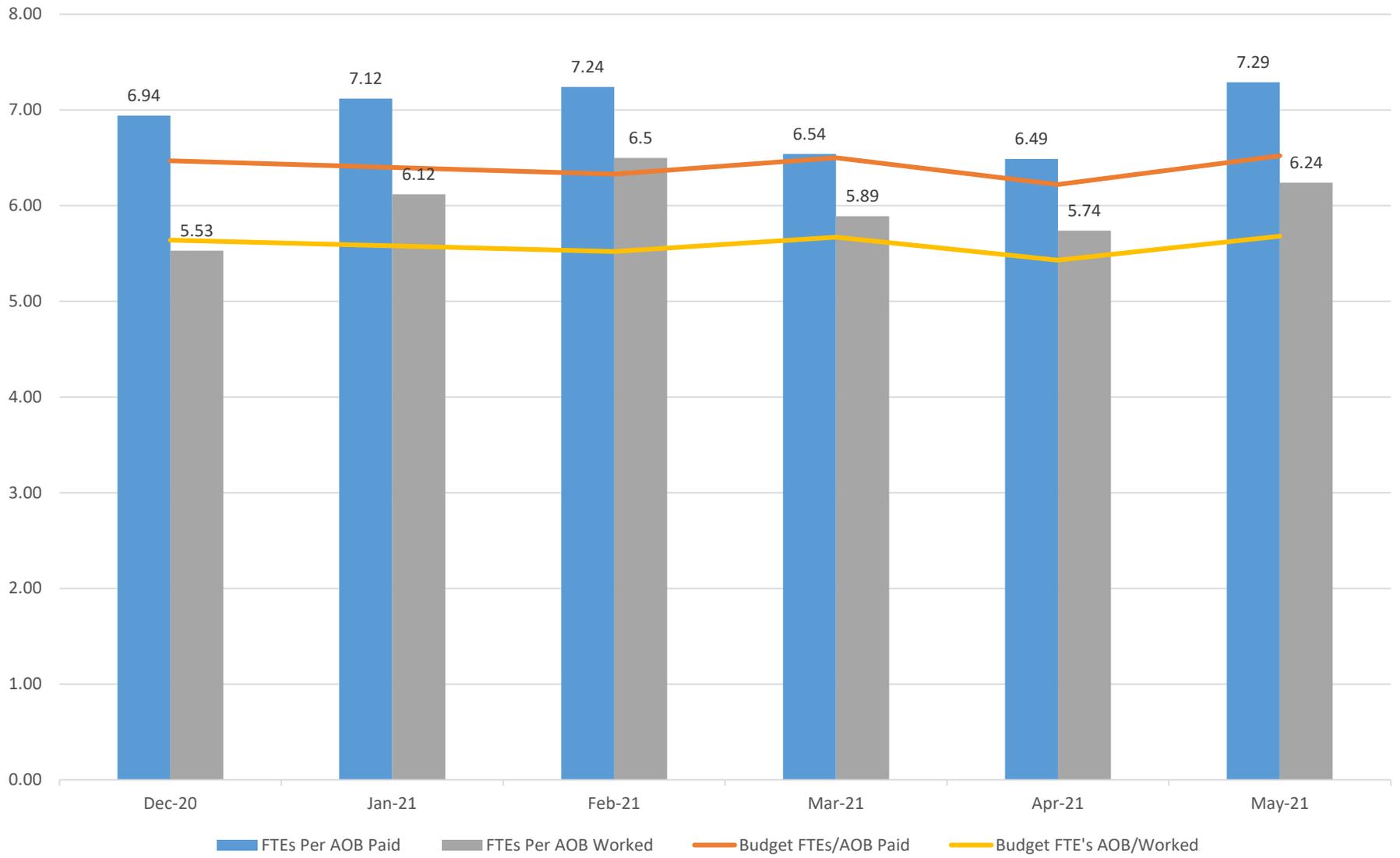
Clinic Visits



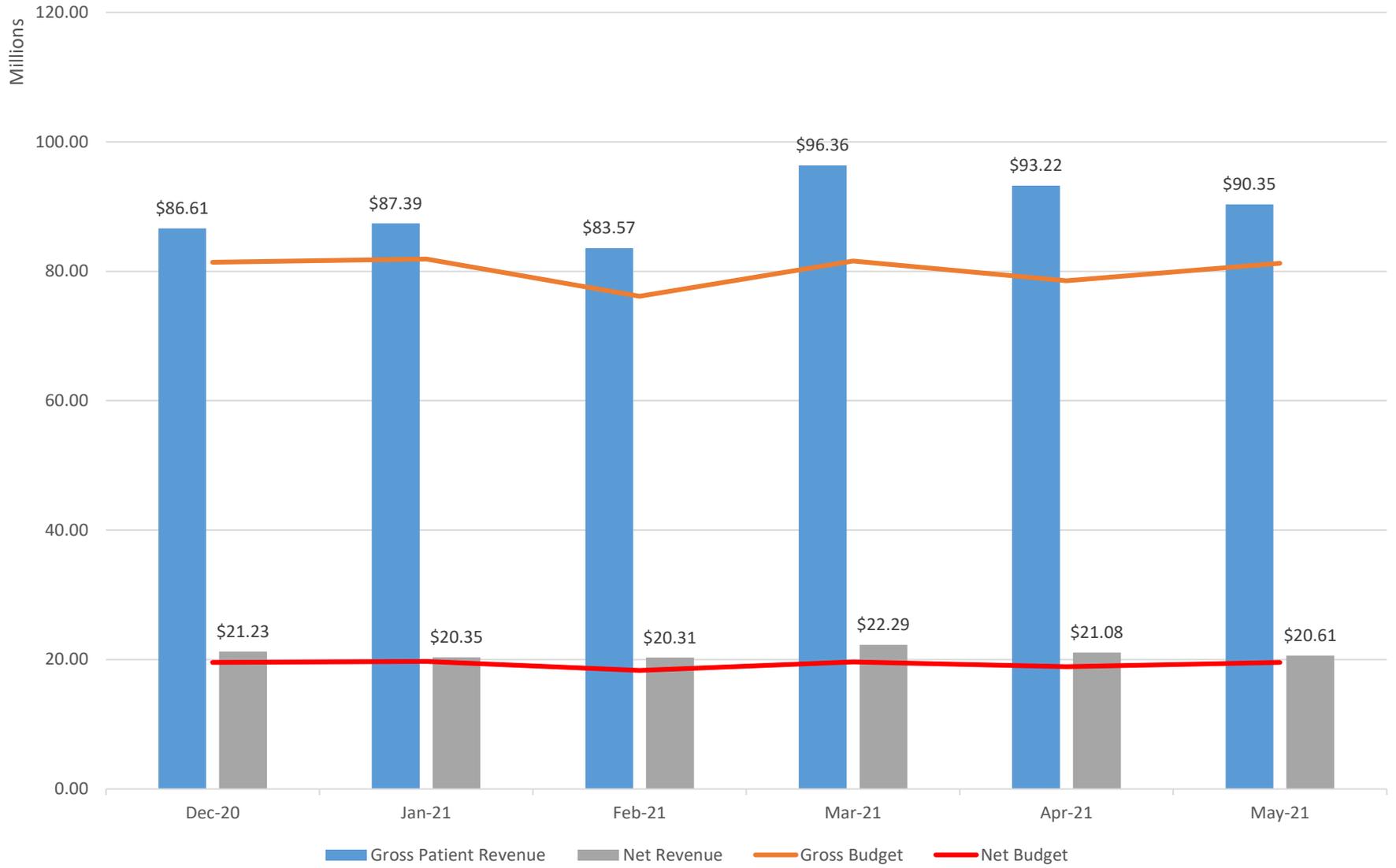
Productivity



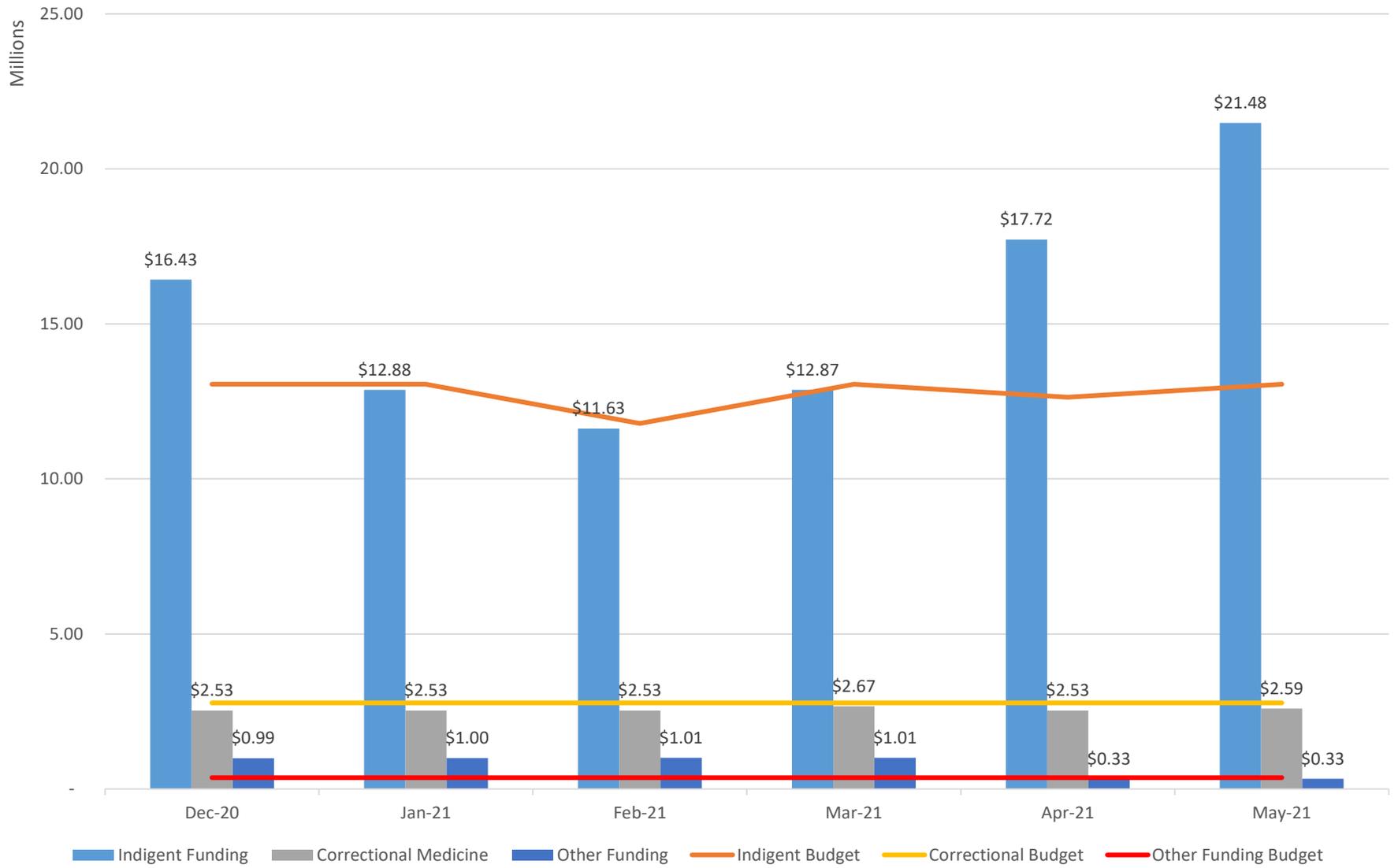
Labor Metrics



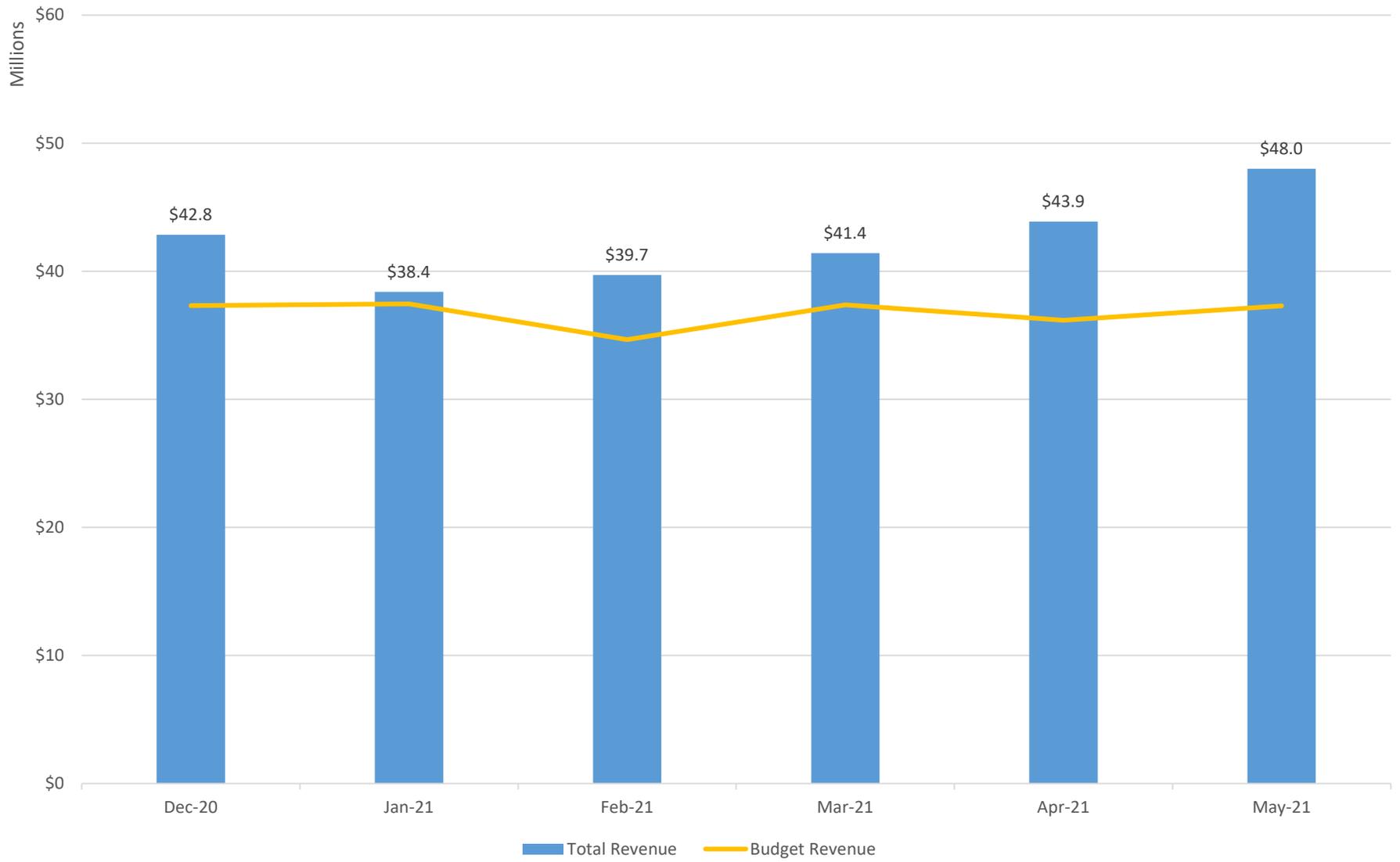
Patient Revenue



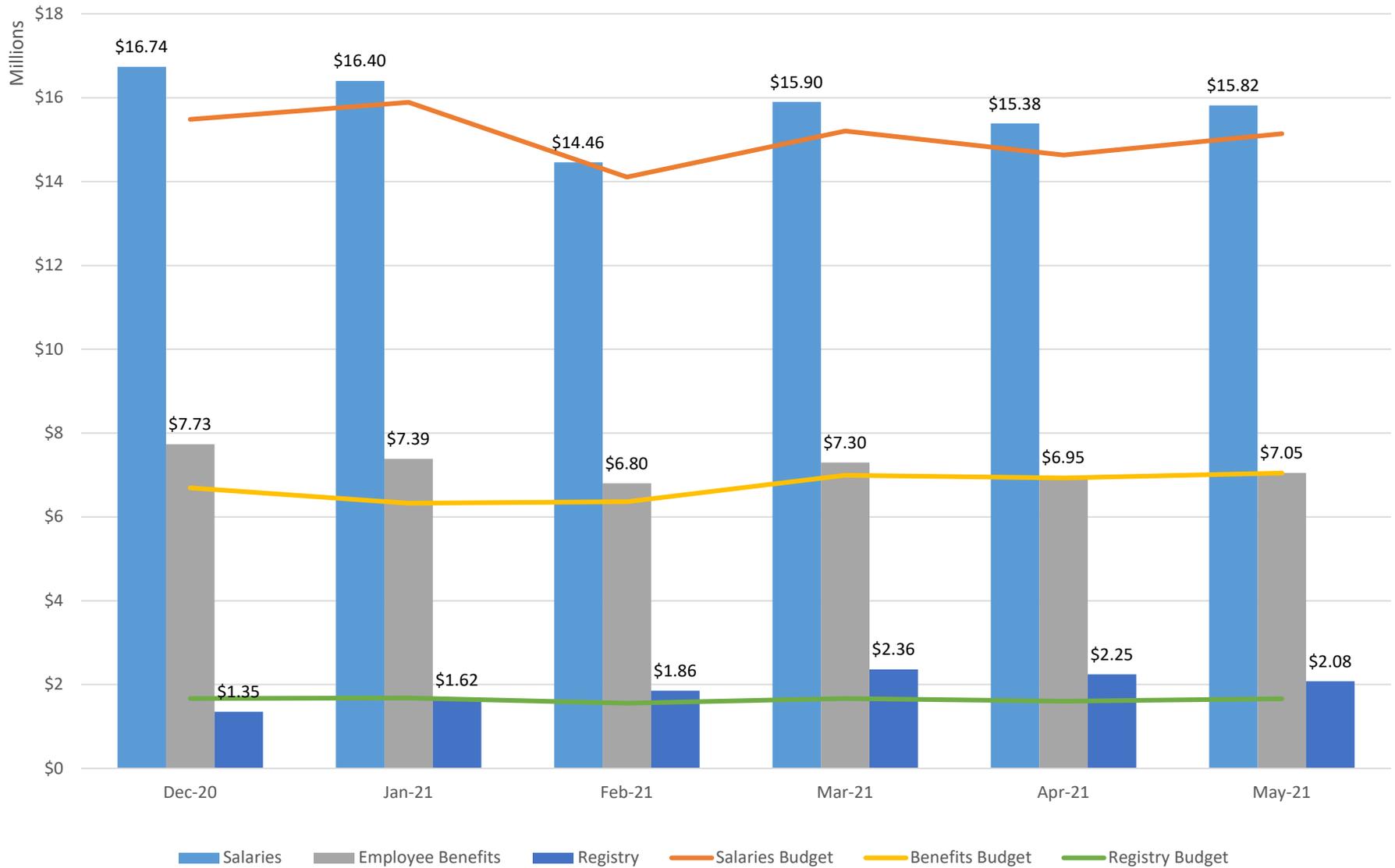
Indigent & Correctional Revenue



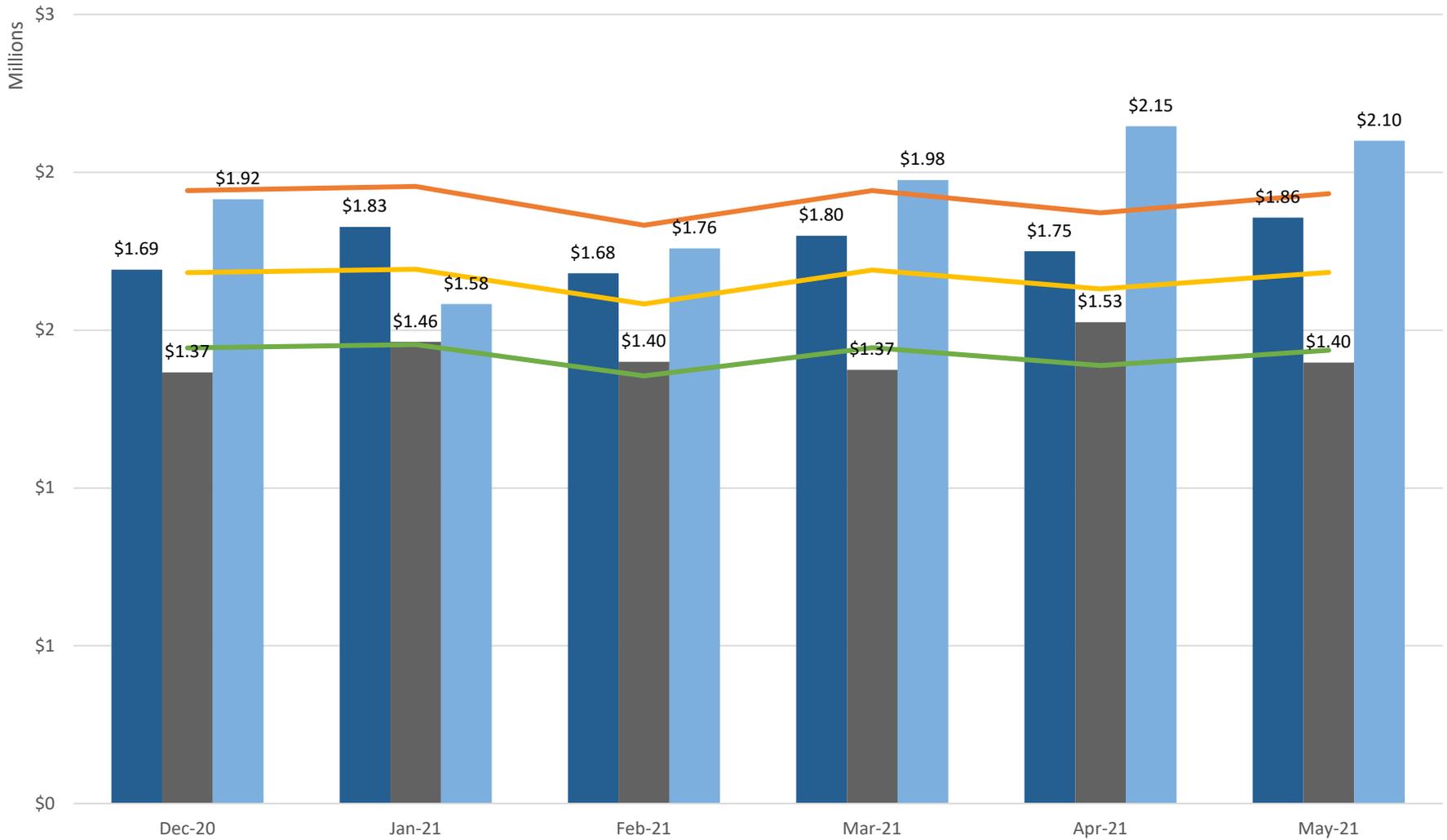
Total Revenue



Expenses

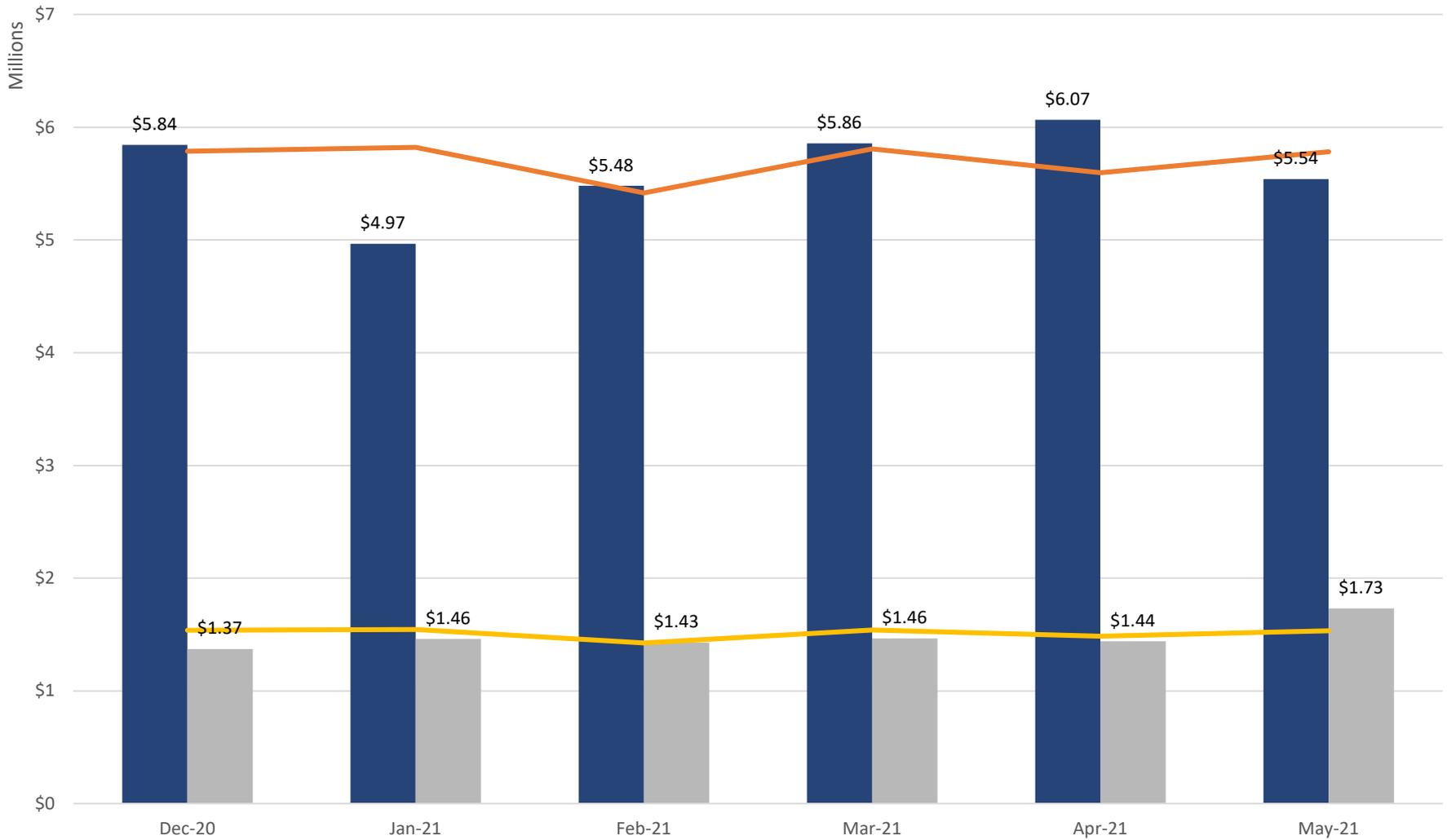


Expenses



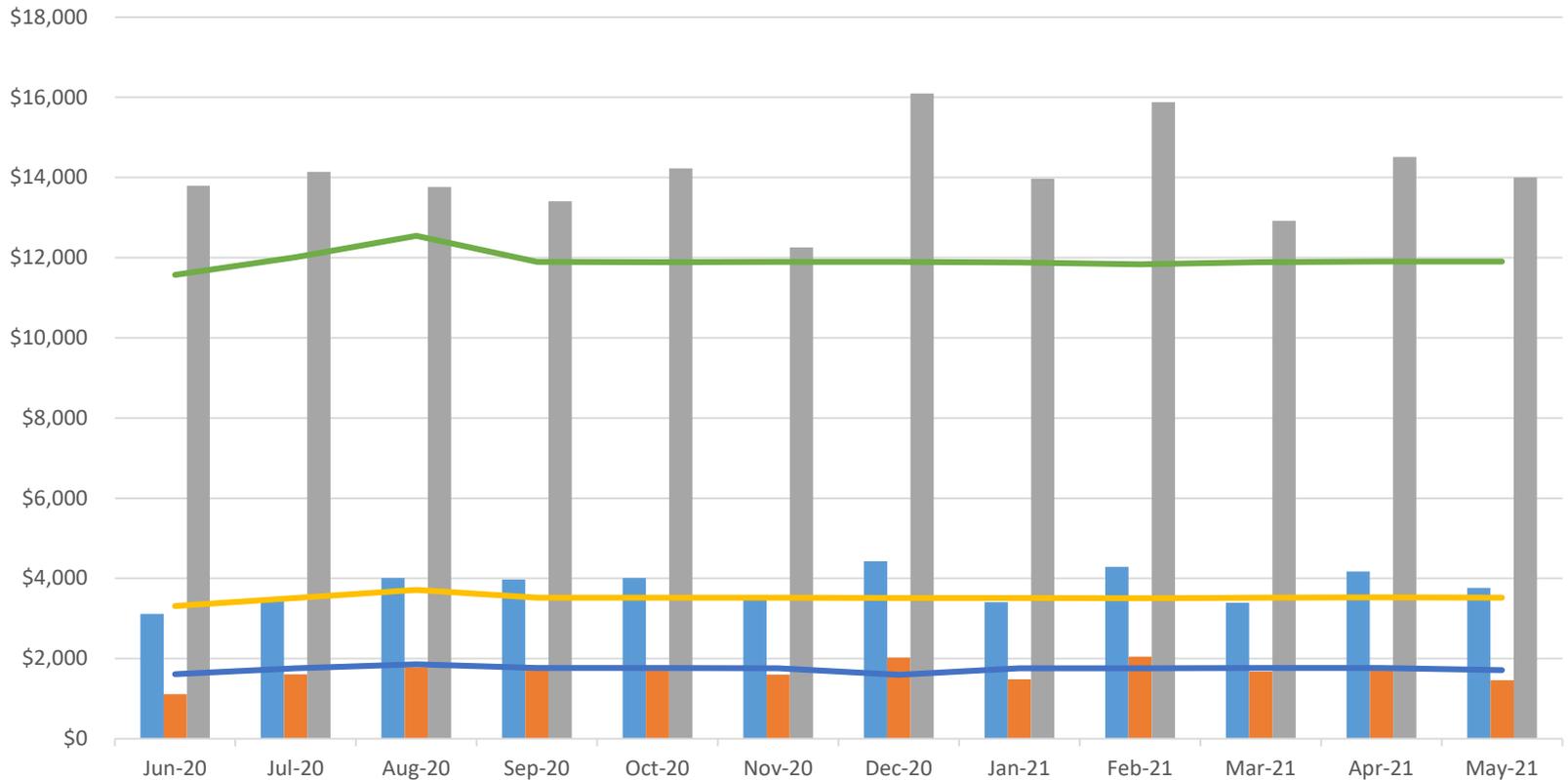
■ Medical Fees
 ■ Other Professional Fees
 ■ Purchased Services
 — Medical Fees Budget
 — Other Prof Budget
 — Purchased Serv Budget

Expenses



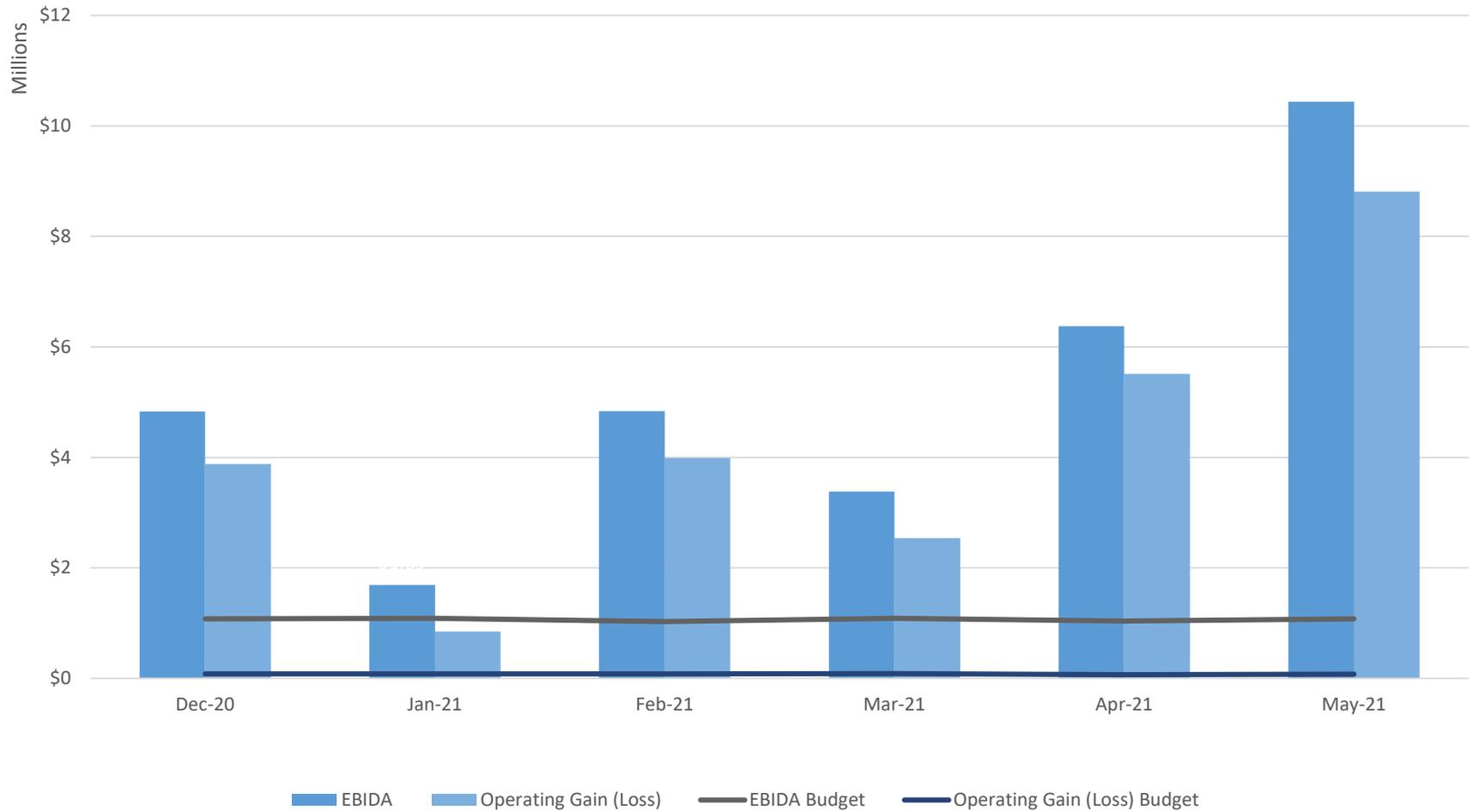
■ Supplies ■ Other Expenses — Supplies Budget — Other Expenses Budget

Operating Metrics

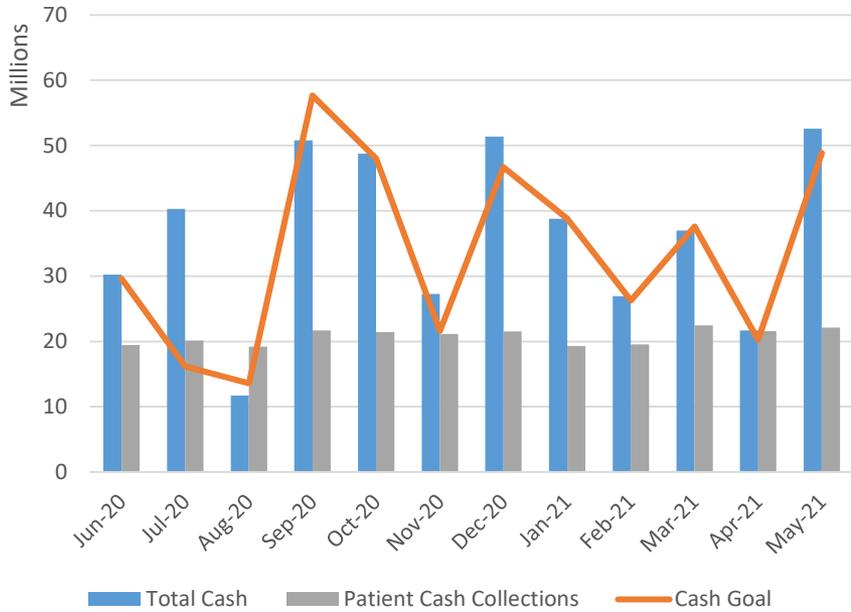


	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Supply Expense per AA	\$3,114	\$3,436	\$4,014	\$3,973	\$4,011	\$3,574	\$4,431	\$3,408	\$4,285	\$3,396	\$4,176	\$3,765
Pharm Cost per AA	\$1,110	\$1,604	\$1,787	\$1,823	\$1,735	\$1,597	\$2,028	\$1,481	\$2,050	\$1,678	\$1,809	\$1,458
Net Revenue Per AA	\$13,794	\$14,139	\$13,765	\$13,403	\$14,225	\$12,256	\$16,093	\$13,968	\$15,879	\$12,922	\$14,513	\$13,999
Budget Supp/AA	\$3,314	\$3,513	\$3,711	\$3,520	\$3,517	\$3,519	\$3,516	\$3,511	\$3,501	\$3,518	\$3,526	\$3,522
Budget Pharm/AA	\$1,612	\$1,760	\$1,859	\$1,763	\$1,762	\$1,762	\$1,596	\$1,759	\$1,755	\$1,763	\$1,767	\$1,714
Budget Net Rev/AA	\$11,568	\$12,011	\$12,543	\$11,892	\$11,891	\$11,893	\$11,893	\$11,882	\$11,833	\$11,892	\$11,902	\$11,900

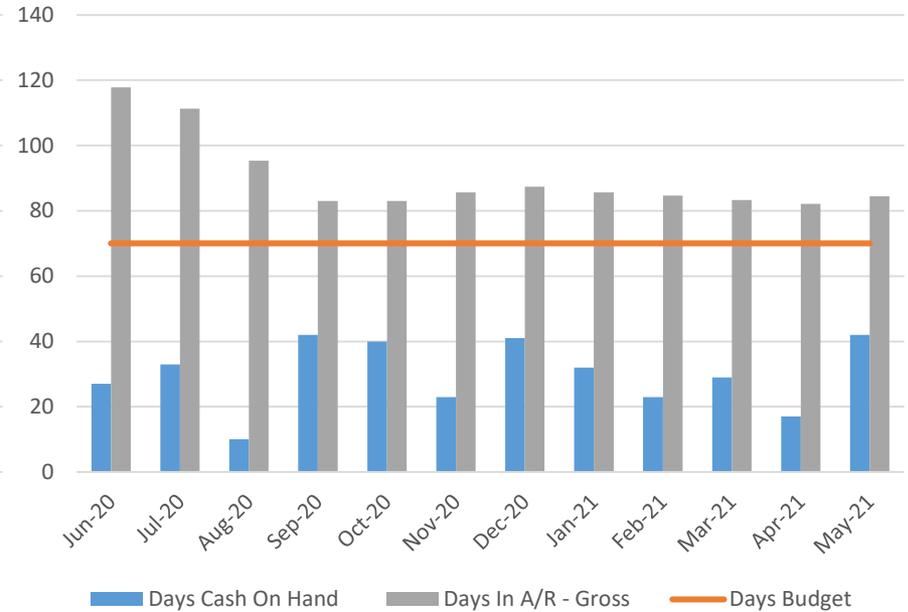
EBIDA 2021 FYTD



Cash 2021 FYTD



AR Days 2021 FYTD



KERN MEDICAL
3-Month Trend Analysis: Revenue & Expense
 May 31, 2021

	MARCH	APRIL	MAY	BUDGET MAY	VARIANCE POS (NEG)	PY MAY
Gross Patient Revenue	\$ 96,359,640	\$ 93,220,367	\$ 90,350,855	\$ 81,233,848	11%	\$ 70,162,271
Contractual Deductions	(74,067,866)	(72,142,766)	(69,744,813)	(61,691,269)	13%	(51,621,878)
Net Revenue	22,291,775	21,077,601	20,606,042	19,542,580	5.4%	18,540,393
Indigent Funding	12,871,456	17,718,307	21,480,999	13,055,802	65%	18,463,096
Correctional Medicine	2,669,615	2,531,665	2,594,724	2,777,068	(7%)	2,527,068
County Contribution	285,211	285,211	285,211	285,211	(0%)	285,211
Incentive Funding	725,547	41,667	41,667	83,333	(50%)	0
Net Patient Revenue	38,843,603	41,654,451	45,008,643	35,743,994	25.9%	39,815,768
Other Operating Revenue	2,475,576	2,206,117	1,725,702	1,268,658	36%	1,168,062
Other Non-Operating Revenue	90,925	15,489	1,270,529	279,021	355%	9,460
Total Revenue	41,410,105	43,876,057	48,004,873	37,291,673	29%	40,993,290
Expenses						
Salaries	15,899,102	15,383,985	15,817,374	15,138,764	4%	15,439,012
Employee Benefits	7,297,247	6,945,695	7,047,340	7,046,764	0%	6,999,362
Registry	2,361,176	2,245,519	2,079,722	1,661,397	25%	1,584,782
Medical Fees	1,798,897	1,749,903	1,856,884	1,683,371	10%	1,761,883
Other Professional Fees	1,374,253	1,525,326	1,397,258	1,436,237	(3%)	1,524,381
Supplies	5,858,095	6,065,140	5,541,552	5,783,786	(4%)	4,614,646
Purchased Services	1,975,422	2,145,648	2,100,012	1,932,359	9%	2,079,292
Other Expenses	1,464,221	1,440,073	1,730,438	1,533,546	12.8%	1,634,186
Operating Expenses	38,028,413	37,501,288	37,570,581	36,216,224	4%	35,637,545
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 3,381,692	\$ 6,374,769	\$ 10,434,292	\$ 1,075,449	870%	\$ 5,355,745
EBIDA Margin	8%	15%	22%	3%	654%	13%
Interest	122,822	123,018	121,483	233,654	(48%)	202,776
Depreciation	463,348	481,391	1,246,519	505,776	146%	480,743
Amortization	256,257	256,257	256,257	258,573	(1%)	256,258
Total Expenses	38,870,840	38,361,955	39,194,841	37,214,227	5%	36,577,321
Operating Gain (Loss)	\$ 2,539,265	\$ 5,514,103	\$ 8,810,033	\$ 77,446	11,276%	\$ 4,415,969
Operating Margin	6.1%	12.6%	18.4%	0.21%	8,737%	10.77%

KERN MEDICAL
Year-to-Date: Revenue & Expense
 May 31, 2021

	ACTUAL FYTD	BUDGET FYTD	VARIANCE POS (NEG)	PY FYTD	PY VARIANCE POS (NEG)
Gross Patient Revenue	\$ 964,513,372	\$ 882,666,219	9%	\$ 837,414,903	15%
Contractual Deductions	(739,163,137)	(670,342,459)	10%	(632,011,834)	17%
Net Revenue	225,350,236	212,323,760	6%	205,403,069	
Indigent Funding	156,541,624	141,086,893	11%	158,968,612	(2%)
Correctional Medicine	28,364,505	30,547,748	(7%)	31,061,574	(8.7%)
County Contribution	3,137,359	3,137,320	0%	3,137,320	0.0%
Incentive Funding	5,010,313	916,667	447%	2,120,400	136%
Net Patient Revenue	418,404,037	388,012,388	8%	400,690,975	4%
Other Operating Revenue	20,445,022	13,709,998	49%	17,966,176	14%
Other Non-Operating Revenue	4,020,560	3,055,023	32%	115,719	3,374%
Total Revenue	442,869,620	404,777,408	9%	418,772,870	6%
Expenses					
Salaries	172,337,538	165,658,124	4%	162,546,152	6%
Employee Benefits	78,345,679	74,724,214	5%	74,150,189	6%
Registry	19,628,973	18,073,902	9%	17,675,337	11.1%
Medical Fees	19,124,524	18,287,330	5%	18,833,204	2%
Other Professional Fees	15,358,451	15,638,513	(2%)	15,982,130	(4%)
Supplies	61,649,288	62,817,266	(2%)	57,037,355	8.1%
Purchased Services	21,168,940	21,059,794	1%	21,535,987	(2%)
Other Expenses	17,277,597	16,651,341	4%	16,730,664	3%
Operating Expenses	404,890,989	392,910,483	3%	384,491,018	5%
Earnings Before Interest, Depreciation, and Amortization (EBIDA)	\$ 37,978,631	\$ 11,866,926	220%	\$ 34,281,852	11%
EBIDA Margin	9%	3%	193%	8%	5%
Interest	1,443,688	2,524,966	(43%)	2,482,761	(42%)
Depreciation	5,944,389	5,528,857	8%	5,415,123	10%
Amortization	2,818,832	2,817,593	0.0%	2,113,633	33%
Total Expenses	415,097,898	403,781,899	3%	394,502,535	5%
Operating Gain (Loss)	\$ 27,771,722	\$ 995,509	2690%	\$ 24,270,335	14%
Operating Margin	6%	0.2%	2450%	6%	8%

**KERN MEDICAL
BALANCE SHEET**

	MAY 2021	MAY 2020
ASSETS:		
<i>Total Cash</i>	52,567,760	51,608,155
Patient Receivables Subtotal	256,896,143	276,711,913
Contractual Subtotal	(213,840,372)	(214,319,542)
<i>Net Patient Receivable</i>	43,055,771	62,392,371
Total Indigent Receivable	140,725,763	119,543,662
Total Other Receivable	3,877,719	9,386,250
Total Prepaid Expenses	6,032,195	3,744,926
Total Inventory	6,003,750	5,748,721
<i>Total Current Assets</i>	252,262,957	252,424,086
Deferred Outflows of Resources	87,863,462	85,573,671
Investments Deposited with Trustee	0	931,830
Total Land, Equipment, Buildings and Intangibles	213,551,061	194,380,444
Total Construction in Progress	8,050,187	15,675,549
<i>Total Property, Plant & Equipment</i>	221,601,248	210,055,993
Total Accumulated Depr & Amortization	(124,451,557)	(114,936,765)
<i>Net Property, Plant, and Equipment</i>	97,149,691	95,119,228
<i>Total Long Term Assets</i>	87,863,462	86,505,500
<i>Total Assets</i>	437,276,110	434,048,814

**KERN MEDICAL
BALANCE SHEET**

	MAY 2021	MAY 2020
LIABILITIES & EQUITY:		
Total Accounts Payable	11,566,313	21,742,010
Total Accrued Compensation	36,018,372	34,132,148
Total Due Government Agencies	34,783,953	37,152,934
Total Other Accrued Liabilities	36,137,027	80,602,266
<i>Total Current Liabilities</i>	118,505,665	173,629,358
Unfunded Pension Liability	322,103,797	307,234,709
Other Long-Term Liabilities	96,456,658	112,681,492
<i>Total Long-Term Liabilities</i>	418,560,455	419,916,201
<i>Total Liabilities</i>	537,066,120	593,545,559
Fund Balance	36,714,022	36,714,021
Retained Earnings	(136,504,032)	(196,210,766)
<i>Total Fund Balance</i>	(99,790,010)	(159,496,745)
<i>Total Liabilities and Fund Balance</i>	437,276,110	434,048,814



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

July 14, 2021

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.

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

Health and Safety Code Section 101855(j)(2)

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on July 14, 2021, to discharge its responsibility to evaluate and improve the quality of care rendered by health facilities and health practitioners. The closed session involves:

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

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

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

On the recommendation of the Chief Executive Officer, the Board of Governors will hold a closed session on July 14, 2021, to consider:

 X PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: Chief Executive Officer (Government Code Section 54957) –